

Prinsen B.V. – General Terms and Conditions of Sale and Delivery

Article 1. Scope of application

- 1.1. These general terms and conditions of sale and delivery shall apply to all offers and agreements, deliveries and services to be provided by the private company with limited liability Prinsen B.V., having its registered office in Helmond, the Netherlands, to be referred to hereinafter as 'Prinsen', for the purpose of selling, delivering or making available under any other title goods, not limited to, but at least including, foods and stimulants in the broadest sense of the word, and to the provision of services of any kind or by any name whatsoever.
- 1.2. Under any circumstance Prinsen explicitly rejects the general terms and conditions (of purchase or otherwise) of any of its existing or potential contracting parties (hereinafter referred to as the 'Customer'), even if the Customer refers to same in a request for Prinsen to present an offer.
- 1.3. If any provisions of these general terms and conditions are void or nullified, the remaining provisions shall continue to apply in full and Prinsen and the Customer shall consult each other in order to agree on new provisions to replace those which are void or have been nullified, having regard as far as possible to the purpose and import of the latter provisions.
- 1.4. These general terms and conditions have been translated. In the event of any conflict between the translated and the Dutch version of these general terms and conditions, the latter shall prevail.

Article 2. Offer and acceptance

- 2.1. Any offer shall be free of obligation and shall be treated in its entirety as a single offer.
- 2.2. An agreement shall only come into effect following acceptance of an offer and written confirmation of the relevant order by Prinsen, or after the latter has commenced fulfilment of same.
- 2.3. The Customer may accept an offer within a period of 14 days after the date specified on the offer, unless a different term is explicitly stipulated.
- 2.4. In the event that no confirmation of an order is sent owing to the circumstances, including the nature, scope or urgency of the order concerned,

an invoice issued by Prinsen shall be considered to constitute such confirmation.

- 2.5. Any agreement entered into by Prinsen shall be subject to the suspensory condition that the Customer appears to be sufficiently creditworthy – such to be determined solely at Prinsen’s discretion – to ensure his compliance with the agreement in financial terms, and that Prinsen’s insurance provider is willing to insure Prinsen’s claim against the Customer.
- 2.6. The written consent of the parties shall be required for any amendment of an agreement. Such an amendment and any additional work which may be required due to the provision of inaccurate or incomplete information or inadequate cooperation on the part of the Customer, shall be considered additional work and, as such, the Customer shall be liable for any costs involved.
- 2.7. Any documents pertaining to an offer made by Prinsen are and shall remain the latter’s property and may not be passed on to a third party, made available for inspection, or be reproduced or duplicated in any manner whatsoever without its written consent.

Article 3. Prices

- 3.1. All prices are ex Prinsen’s office and exclusive of VAT and/or other levies, excise duties and import duties, but must be paid inclusive of VAT and/or other levies, excise duties and import duties.
- 3.2. The prices stated by Prinsen are based on price-determining factors effective at the time of the offer, including total amounts of wages calculated according to the regular working hours applicable at Prinsen’s company.
- 3.3. In the event that any cost-determining factors change after the date on which an offer is made, even if this occurs in foreseeable circumstances, Prinsen shall be entitled to alter the price agreed upon acceptance of the order concerned. Once the altered price has been determined, Prinsen shall be entitled to seek its payment in the same instalments as those rendering the original price payable.
- 3.4. In the event that the application of the foregoing clause were to increase the price by 10% or more within a term of 3 months after the original agreement has been concluded, the Customer shall be entitled to cancel that agreement

by registered letter within 10 working days after being notified of the price increase.

- 3.5. Prinsen is authorized to separately charge the Client for the costs associated with:
 - a. Analysis/analyses of the goods to be delivered, on the assumption that Prinsen will contribute to the costs of an analysis of new goods up to a maximum of EUR 1.000; the additional costs as well as the costs of all other analyses shall always be borne by the Customer;
 - b. Activities performed by third parties which are not explicitly included in the price stated by Prinsen;
 - c. Packaging material and base materials purchased by Prinsen specifically intended for the Customer.
- 3.6. Prices and rates shall be in euros.
- 3.7. Any prices and rates which are not expressed in euros, shall be based on the relevant exchange rates ruling in the Netherlands at the time when the offer is made. In the event of a change in the exchange rate which is adverse to Prinsen, the latter shall be entitled to increase the prices or rates agreed with the Customer by the corresponding amount, and shall not be required to notify the Customer accordingly beforehand.

Article 4. Payment

- 4.1. An invoice shall be drawn up and dispatched for every full or partial delivery.
- 4.2. Prinsen shall be entitled to demand that the Customer pay any advance amounting to a maximum of 100% of the total amount of the order before the goods concerned are delivered.
- 4.3. Payment shall be effected within 8 days after the invoice date, unless explicitly agreed otherwise.
- 4.4. Unless explicitly agreed otherwise, the Customer shall effect payment by means of a net cash deposit in the currency of the Netherlands into an account designated by Prinsen without any discount or deduction, howsoever it may be called, and without any recourse to setoff.
- 4.5. Should the Customer fail to comply with any term of payment stipulated in these terms and conditions or agreed separately, he shall immediately be in default by operation of the law without the need for any further notice to this

effect. In this case Prinsen shall be entitled to proceed with collection without any further notice of default, and the Customer shall be charged for any statutory commercial interest permitted under the terms of Book 6, Section 119a of the Dutch Civil Code.

- 4.6. In addition to the principal sum and interest payable due to the delay, the Customer shall be liable for all expenses, both judicial and extrajudicial, which Prinsen incurs for the purposes of collecting the debt and securing its entitlements. These judicial expenses shall at any rate include fees declared by lawyers, local counsel, experts and any other person whom Prinsen has engaged to help it with such collection, or whom Prinsen has instructed to institute proceedings for this purpose, even if the relevant declarations may exceed any sum which a court of law deems to be the costs payable by the party held to be in the wrong in any proceedings. The extrajudicial expenses shall at any rate include any declarations and bills presented by expert advisers (legal and otherwise), debt collection agencies, bailiffs and anyone else whom Prinsen has instructed to help it for the purposes of extrajudicial collection. The extrajudicial expenses shall be held to be the equivalent of no less than 15% of the principal sum plus VAT subject to an absolute minimum of EUR 250.
- 4.7. Should the need arise, Prinsen reserves the right to suspend fulfilment of an agreement until payment has been received. The Customer shall bear any costs incurred for storage in this respect.
- 4.8. In the event that Prinsen has good reason to fear that the Customer will fail to fulfil his obligation to pay Prinsen or to do so on time, even after an agreement has been concluded, Prinsen shall be entitled to require the Customer to tender security so as to ensure compliance with his financial obligations towards Prinsen. If and as long as the Customer refuses or is unable to tender security in this case, Prinsen shall be entitled to suspend the performance of its duties or to cancel the agreement.
- 4.9. The Customer shall be required to notify Prinsen immediately if any of his movable and/or immovable property has been attached, in the event of bankruptcy (or if an application for bankruptcy has been filed) or suspension of payments, if he has lodged an application to have his debts rescheduled, and of any circumstances or occurrences which could have a negative impact on

the ability of the Customer and/or Prinsen to ensure the normal execution of the relevant agreement.

- 4.10. Prinsen shall at all times be entitled to set off any claim which the Customer has against it and which can be expressed in pecuniary terms, against any claim whatsoever which Prinsen or any of its associated companies has against the Customer.
- 4.11. Where the Customer in any way constitutes part of a group of businesses, for the purposes of Clause 10 'Customer' shall also include all of the businesses which are in any way part of such group.

Article 5. Terms of delivery

- 5.1. Terms of delivery shall refer to any period stipulated in the relevant agreement in which the goods concerned must be delivered.
- 5.2. Terms of delivery shall be stipulated as an estimate and shall be no more than indicative. Such a delivery period shall commence once Prinsen has provided the Customer with confirmation of his order, but not before Prinsen has received all of the information which it requires for the purposes of executing the relevant agreement, and if agreed, payment by the Customer of the purchase price, any agreed instalment, or a bank guarantee.
- 5.3. In the event that the Customer fails to fulfil any obligation he has pursuant to an agreement or to another agreement related to the order, or fails to do so on time, Prinsen shall be entitled to suspend its fulfilment after notifying the Customer in writing that he is in default, and Prinsen shall not be liable for any compensation. The delivery period shall be extended by any time during which the relevant agreement has been suspended.
- 5.4. In the event that Prinsen fails to fulfil its obligations, or to do so properly or on time, after receiving a written reminder from the Customer to this effect, in which Prinsen is afforded a reasonable time in which to do so, the Customer shall be entitled to suspend or cancel that part of the agreement affected by the default, but shall not be entitled to compensation for any harm suffered.
- 5.5. Failure to meet a delivery deadline due to *force majeure* shall not entitle either party to compensation, to fail to comply with any obligation pursuant to the

relevant agreement or any other one relating to the order, or to cancel the agreement.

5.6. In the event of failure to meet a delivery deadline for any reason other than *force majeure*, compensation may be sought from the party due to whose fault or at whose risk such failure occurred, subject to the following provisions and limitations:

- any compensation payable by Prinsen is set on the actual harm in financial terms directly suffered by the Customer insofar as this is satisfactorily shown to be the case; and
- under no circumstances shall the total compensation payable by Prinsen exceed 10% of the price agreed for the order concerned.

5.7. If the Customer issues a statement of goods it expects to purchase and Prinsen consequently reserves production capacity, the Customer is obliged to actually purchase at least 75% of the amount stated. After accepting the statement of expected purchases issued by the Customer, Prinsen guarantees that it will be able to deliver up to 120% of the goods. If the Customer purchases less than the minimum indicated above, Prinsen is authorised to charge the Customer for the difference.

Article 6. Delivery

6.1. Delivery will be effected pursuant to the Incoterm EXW (Ex Factory) on the express provision that, on the Customer's request and/or on the request of its transporter, Prinsen will load the goods in the first means of transport for the Customer's risk, unless explicitly agreed otherwise. Transport costs and insurances shall be paid by the Customer. The risk will pass to the Customer at the time of delivery, to be effected pursuant to these general terms and conditions of sale and delivery.

6.2. Prinsen may select the manner in which the purchased goods will be transported unless Prinsen has received a specified dispatch order from the Customer in good time, but no later than 24 hours prior to the dispatch.

6.3. The Customer shall report any transport-related damage to the carrier immediately following receipt of the goods concerned, and shall send a copy thereof to Prinsen.

- 6.4. Any goods which the Customer has not collected upon the expiry of the relevant delivery time, shall be kept on his behalf, and Prinsen shall store them at the Customer's risk and expense. Within three working days after they have been put into storage as mentioned, Prinsen shall notify the Customer in writing to the effect that the goods are in storage, citing their location. To this end, the storage certificate shall be sent as well.

Article 7. Claims and complaints

- 7.1. The Customer is obliged to inspect any goods that have been delivered, and/or any work that has been performed, immediately after delivery or upon completion respectively to check whether there are any defects and to report same to Prinsen in writing as soon as possible but by no later than within a period of eight days after the relevant work has been completed or the goods delivered.
- 7.2. Contrary to what is stipulated in Clause 7.1, if and insofar as the relevant packaging has been damaged and/or breakage has occurred, a written complaint shall be submitted to Prinsen within 2 days following receipt of the goods concerned, and the right to complain shall lapse upon the expiry of the aforementioned period of time.
- 7.3. The Customer shall report any hidden defect to Prinsen in writing within 10 days following the day on which such defect is discovered, or at any rate within 10 days following when it could reasonably have been discovered.
- 7.4. If and insofar as the complainant is a buyer-consumer, the complaint must be submitted in writing within 2 months after the defect has been discovered by the buyer-consumer, on penalty of lapse of rights, in derogation of Articles 7.1, 7.2 and 7.3.
- 7.5. The Customer shall bear the burden of proving his timely submission and the accuracy of any complaint, and is obliged to provide every assistance to Prinsen for the purposes of investigating any defect.
- 7.6. Any minor variations and differences in quality, colour, dimensions and the like and/or any which are customary in the industry, shall not constitute grounds for a complaint under any circumstances.

- 7.7. The Customer shall provide evidence in support of any statement asserting the existence of a defect, and to afford Prinsen the opportunity to report on this and, where applicable, to remedy any such defect.
- 7.8. If it concerns 'e-prepackaging', no complaint can be submitted with regard to deviations in the net quantity if and insofar the conditions of the applicable rules and regulations have been complied with.
- 7.9. In the event that the quantity of goods which are to be delivered, is expressed in units, a discrepancy of up to 5% of the units shall be permitted.
- 7.10. Should it be found that there are grounds for complaint in accordance with the aforementioned provisions, Prinsen shall only be required to replace the relevant goods which it has delivered, and to do so free of charge.
- 7.11. In the event that the Customer does not file a complaint by the deadlines referred to in the foregoing clauses, or if he retains full disposal over the goods that have been delivered, he shall be deemed to have approved the consignment and to have waived any of the rights and powers which have been conferred on him pursuant to the law and/or the agreement concerned. In the event of a complaint the Customer shall therefore not be entitled to refrain from fulfilling his duties towards Prinsen.

Article 8. Customer's cooperation

- 8.1. The Customer shall always ensure the timely provision of any details or information that are or is useful and necessary for the proper execution of the relevant agreement, and to provide every cooperation in this respect.
- 8.2. In the event that any information which is required for the execution of an agreement, is not placed at Prinsen's disposal on time or not in accordance with what has been agreed, or if the Customer fails to comply with his obligations in any other way, Prinsen shall at any rate be entitled to suspend execution of the agreement and to charge for any costs it incurs as a result thereof, based on the usual rates.
- 8.3. Prinsen shall be entitled to engage the services of any third party for the purposes of executing an agreement. Furthermore, Prinsen shall be entitled to transfer any of its rights and obligations arising pursuant to an agreement, to any third party.

Article 9. Retention of title

- 9.1. All of the goods delivered to the Customer shall remain the property of Prinsen, albeit at the Customer's risk and expense, until the Customer has fully paid all amounts for which he is liable in respect of any goods delivered or to be delivered, or work performed or to be performed under the terms of an agreement or any other agreement entered into with the Customer, as well as any present or future claim against the Customer due to the latter's failure to comply with this or any similar agreement(s), including interest and collection charges. Furthermore, Prinsen shall acquire or retain title to any other goods which it has delivered, as well as those to which it has lost title pursuant to their processing and/or treatment, accession, creation of new commodities or in any other way, as long as the Customer fails to fulfil his obligations (to effect payment or otherwise) in full.
- 9.2. Although the Customer may resell or use any goods which have been delivered, for the purposes of his ordinary business operations, he shall not be entitled in any way whatsoever to alienate such goods, to encumber them with a limited security right or right of enjoyment, or to prevent Prinsen from recovering them in any other way.
- 9.3. The Customer is obliged to notify Prinsen in writing immediately in the event that any third party seeks to enforce any right over goods to which Prinsen still holds title.
- 9.4. Throughout the period during which such retention of title applies, the Customer is obliged to insure the goods concerned against damage caused by fire, explosion and water, as well as theft, and to present the relevant insurance policies for Prinsen's inspection upon first demand. As soon as Prinsen indicates it wishes the Customer to do so, the Customer shall pledge to Prinsen any entitlements which he has against an insurer of these goods pursuant to the aforementioned insurances, by way of additional security for those claims which Prinsen has against the Customer, and shall do so in the manner stipulated in Book 3, Section 239 of the Dutch Civil Code.
- 9.5. In the event that the Customer fails to fulfil his obligation to effect payment to Prinsen or if the latter has reason to fear that he will, Prinsen shall be entitled to recover the goods it has delivered subject to retention of title. The Customer shall be liable for any costs arising pursuant thereto.

- 9.6. Should Prinsen demand the return of the goods to which it holds title, the Customer is obliged to point out the location where the goods may be found and the Customer consents *nunc pro tunc* to Prinsen entering the relevant premises and buildings (or to have this done) for the purposes of recovering the goods concerned.
- 9.7. If the Customer creates a new commodity using any goods which Prinsen has delivered and to which it retains title, he shall be deemed to have acted on Prinsen's instructions during such creation and shall hold the new commodity on Prinsen's behalf.
- 9.8. Insofar as Prinsen still has any (other) claim against the Customer – under the terms of Clause 1 – and Prinsen has delivered any goods to the Customer to which it does not or no longer retains title, the Customer shall create a non-possessory pledge with respect to these goods in favour of Prinsen, which the latter shall accept. The Customer shall execute a deed establishing such a pledge, upon Prinsen's first demand. The Customer shall warrant that he is entitled to pledge the goods concerned and that the latter are not encumbered with any pledge and/or limited right with the exception of Prinsen's entitlements
- 9.9. The Customer shall undertake not to assign or pledge any claims which he has against his customers to a third party without Prinsen's written consent. Furthermore, the Customer is obliged to pledge the aforementioned claims to Prinsen as soon as the latter expresses a wish to this effect, in the manner stipulated in Book 3, Section 239 of the Dutch Civil Code, by way of additional security for Prinsen's claims against the Customer on any grounds whatsoever.
- 9.10. In the event that Prinsen demands any goods to which it retains title as its property under the terms of Clause 9.5 recovers these goods from the Customer to this end, or has them delivered to a third party *longa manu*, Prinsen's claims against the Customer up until the total amount which the latter owes the former shall be reduced by the market value of the thus recovered goods at the time they are recovered. In return for this market value the Customer shall receive a credit note from Prinsen, which the Customer may set off against Prinsen's claims against him. This market value shall be equal to the purchase price which is raised by the private or public sale of these goods to any third party, such at Prinsen's discretion.

- 9.11. Prinsen shall be entitled to recover as many goods from the Customer until the proceeds of the aforementioned private or public sale of such recovered goods covers Prinsen's total claim, including costs, interest and any compensation.
- 9.12. Should the law of the country of destination offer more far-reaching alternatives for the retention of title than as provided for in this article, such far-reaching alternatives shall be deemed to have been agreed by the parties for Prinsen's benefit, subject to the proviso that, if it is impossible to determine objectively which far-reaching rules these provisions relate to, the foregoing provisions of this article shall continue to apply.

Article 10. Intellectual property

- 10.1. All intellectual property rights to goods (or parts thereof) delivered or supplied in some other way by Prinsen (including any documentation) shall be vested in Prinsen or its supplier(s). Insofar as these goods (or parts thereof) are protected by any intellectual property or other equivalent right, the Customer shall only receive the licenses and authorisation which are explicitly granted to him by this article. The Customer shall only be entitled to use the relevant goods (or parts thereof) within his organisation in a manner which is considered to be normal in such an organisation. As far as the concerned goods include prescriptions and such like the Customer is not entitled to translate, adjust, reproduce, modify or apply these without prior written consent of Prinsen, unless this is permitted by mandatory provisions.
- 10.2. The Customer shall not be permitted to remove or amend any inscription affixed to or in the relevant goods concerning copyright, patent, trademarks, trade names or any other intellectual property rights. Prinsen declares that to the best of its knowledge the relevant goods do not infringe on any third-party intellectual property rights which are valid in the Netherlands. In the event that legal action is taken on the grounds of an infringement of such rights or if there is a possibility that this may occur, Prinsen may, at its own discretion and amongst other things, replace or modify the relevant goods, acquire the right to continue to use same, or take back all or part of the goods and refund the price which the Customer has paid it, withholding a reasonable amount by way of depreciation. The Customer shall notify Prinsen in writing immediately of any attempt to hold him liable or any legal measure which is based on the claim

that the use of the relevant goods infringes on any intellectual property right that is valid in the Netherlands. Prinsen shall be entitled, but not obliged, to conduct the defence exclusively in any proceedings based on an alleged infringement referred to in the foregoing clause, or to agree on any settlement. In this case Prinsen undertakes to pay the costs and compensation stipulated in any judgment or settlement.

- 10.3. Prinsen shall not accept any liability vis-à-vis the Customer for any infringement referred to in the foregoing clauses of this article, if such infringement relates to the fact that the Customer has modified or altered the goods concerned, has had this done by any third party, uses them in conjunction or combination with products which have not been supplied by Prinsen, or uses them in a manner other than as specified in the relevant documentation.
- 10.4. If and insofar as the relevant goods which have been placed at the Customer's disposal, are accompanied by documentation (directions for use and the like) in which the Customer's right of use in respect thereof and any related right of recovery are limited further than as stipulated in this article, the relevant provisions shall prevail over those of this article insofar as they do not contravene the provisions of mandatory law.

Article 11. Liability

- 11.1. Prinsen's overall liability due to an attributable failure to comply with an agreement shall be limited to compensation for any direct, material damage, the maximum of which shall be equivalent to the price agreed for the individual goods concerned (exclusive of VAT).
- 11.2. With regard to the aforementioned damage, Prinsen shall at any rate not accept liability for any harm against which it is not insured nor should have been insured in accordance with common practice in the industry. Furthermore, Prinsen's total liability shall under no circumstances exceed an amount equivalent to the total price agreed for the relevant order.
- 11.3. Prinsen may only be held liable for any direct harm for which it has explicitly accepted liability in these terms and conditions.
- 11.4. Prinsen shall accept no liability whatsoever for any defective parts of goods, which parts have been manufactured by a third party acting on the Customer's instructions, if and insofar as the defect concerned is due to any inaccurate or

incomplete information in a design supplied by the Customer to Prinsen, nor for any infringement of such design on the rights of any third party.

- 11.5. The Customer shall indemnify Prinsen against any claim made by a third party based on product liability as a result of a defect in a product which the Customer has supplied to a third party, and which partly consists of goods which Prinsen had delivered, except if and insofar as the Customer can show that the harm concerned was caused by the goods supplied by Prinsen.
- 11.6. Prinsen shall not accept any liability for harm which has been caused by products which were consumed after their use-by date and/or those whose packaging was damaged.
- 11.7. Under no circumstances may Prinsen be held liable for any defective goods if and insofar as they have not been manufactured by Prinsen itself, but have been manufactured by a third party at the explicit request of the Customer addressed to Prinsen, including, among other things, labels, inserts, manuals or otherwise.

Article 12. Confidentiality

- 12.1. Each party shall warrant that any information of a confidential nature which was received from the other party prior and subsequent to entering into an agreement, shall be treated confidentially. Information shall at any rate be deemed to be confidential, if designated as such by one of the parties.
- 12.2. Except with Prinsen's prior written approval, the Customer shall not be permitted to disclose in publications, advertisements or in any other written or oral form that he conducts or has conducted business with Prinsen, and the manner in which he does or has done so.
- 12.3. Any details, specifications or other information supplied to the Customer for the purposes of the execution of an agreement shall be considered to be confidential information.
- 12.4. If so requested, the Customer shall immediately hand over any confidential information as well as all copies or other duplicates thereof to Prinsen.

Article 13. Force majeure

- 13.1. Any obligation which Prinsen has to comply with under an agreement shall be suspended for as long as it is impossible for it to do so or to do so properly due to *force majeure*.
- 13.2. Under these terms and conditions, *force majeure* on the part of Prinsen shall be deemed to cover any circumstances that are beyond its control, be they foreseen and/or unforeseen, as a result of which the Customer can no longer reasonably require Prinsen to comply with the relevant agreement.
- 13.3. *Force majeure* shall include, but not be limited to, fire, flooding, industrial strikes, epidemics, war (civil or otherwise), terrorism, government measures, the absence (temporary or otherwise) of a licence, trade embargoes, labour unrest, power failures, breakdowns, breach of contract or delay on the part of any of Prinsen's suppliers or subcontractors and the unavailability (temporary or otherwise) of sufficient materials, transport, fuel, energy and labour.
- 13.4. The non-compliant party shall be obliged to notify the other party immediately of any such circumstances.
- 13.5. In the event that compliance is suspended for longer than three months or as soon as it is certain that this will be the case for at least three months, either party may request by means of a registered letter that the agreement concerned either be amended in accordance with the circumstances or that the relevant part of it be cancelled with immediate effect, and neither party shall be required to pay compensation in this respect.
- 13.6. Should Prinsen have already fulfilled part of its obligations as agreed when the *force majeure* situation commenced, it shall be entitled to issue a separate interim invoice for the work it has already performed, and the Customer shall be required to pay this invoice as though it concerned a separate transaction.

Article 14. Dissolution

- 14.1. In the event that:
 - a. the Customer fails to comply with any obligation he may have towards Prinsen, or fails to do so properly or in time;
 - b. the Customer is declared bankrupt or an application is filed for this purpose, has applied for or has been granted a suspension of payments, or has sought or has been granted leave to apply debt

rescheduling provisions (*WSNP*: Dutch Debt Rescheduling (Natural Persons) Act);

- c. all or part of the Customer's property has been attached (by prejudgment attachment or otherwise);
- d. the Customer is declared to be legally incompetent or is deprived of his liberty pursuant to a judicial ruling;
- e. the Customer is dissolved or liquidated, is hived off or is party to a merger, or, if the Customer is a natural person, dies;
- f. the Customer ceases or transfers his business operations or a significant part thereof, including the incorporation of his business in another one;
- g. any information provided by the Customer to Prinsen proves to differ from the actual situation;

and the Customer has not yet fulfilled his duties towards Prinsen, the latter shall be entitled merely by the occurrence of any of the aforementioned circumstances and without the need for any notice of default or judicial intervention, either to consider the relevant agreement to be dissolved and to seek recovery of the delivered goods as its property in the manner stipulated in Article 9, 10, 11 or to demand full payment of any amount which the Customer owes Prinsen. Furthermore, Prinsen shall at all times be entitled to seek compensation from the Customer.

- 14.2. In order to enable Prinsen to exercise its right to recover its goods as referred to in the foregoing clause, the Customer grants Prinsen permission *nunc pro tunc* to enter, or have another party enter, any premises and buildings in which the goods may be found. The Customer shall be liable for the cost of returning the goods concerned.

Article 15. Warranty

- 15.1. Unless otherwise agreed in writing, Prinsen warrants that for six months after their delivery or handover the goods which it supplies, will be free of any defects due to poor workmanship and/or materials.
- 15.2. Liability pursuant to the provisions of Clause 1 shall be limited to remedying any defective materials that are discovered during the warranty period, by means of

- a replacement, which shall be effected at Prinsen's expense, and the costs involved shall not exceed the original invoice amount for the goods concerned.
- 15.3. In the event that Prinsen sources goods from any third party for the purposes of fulfilling its obligations, a warranty shall be granted subject to the maximum provided by such third party. Nevertheless, under no circumstances shall such a warranty apply longer than as stipulated in Clause 1 of this article.
- 15.4. A warranty shall not cover any defective materials or parts which have been manufactured by a third party and/or are prescribed and/or supplied to Prinsen by the Customer or on his behalf or request. In this respect a defect shall be deemed to include the condition of being unfit for the use for which the Customer has assigned the prescribed materials and/or parts.
- 15.5. Any claim or warranty shall lapse immediately in the event that the relevant goods are not treated properly, which shall at any rate be deemed to include, but not be limited to, any damage which is caused by:
- inappropriate storage (for example, at the incorrect temperature and/or humidity);
 - inappropriate transport.
- 15.6. A warranty shall not apply if and as long as the other party fails to fulfil his obligations towards Prinsen.
- 15.7. With the exception of the warranty referred to above, Prinsen shall have no further obligations to effect repairs or arrange a replacement. Any parts which Prinsen replaces for the purposes of complying with its warranty obligations, shall become its property.

Article 16. Applicable law

- 16.1. The UN Convention on International Sales of Goods (frequently referred to as the Vienna Sales Convention) shall not apply.
- 16.2. Any offers and agreements which are subject to these general terms and conditions, shall be solely governed by the law of the Netherlands.

Article 17. Resolution of disputes

- 17.1. All disputes, including those considered as such by only one of the parties, arising from or related to an offer, order, agreement or obligation to and/or with

Prinsen, shall, in first instance, be submitted exclusively to the competent court in the Netherlands, the district Court of 's-Hertogenbosch, The Netherlands.