

General Purchase Conditions of:

Van Oordt the portion company B.V.
Laurens Jzn Costerstraat 12
3261 LH Oud Beijerland
The Netherlands

Chamber of Commerce No. for Rotterdam: 23059295

Article 1: Applicability, definitions

1. These General Purchase Conditions apply to all requests for proposals, orders, and agreements in respect of the purchase of items, the purchase of services and the giving of assignments for the execution of work of Van Oordt the portion company B.V., established in Oud Beijerland, hereinafter to be referred to as: "Van Oordt".
2. The seller, supplier or the client shall hereinafter be referred to as "the Other Party".
3. "In writing" for the purposes of these General Purchase Conditions shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
4. "Documents" for the purposes of these General Purchase Conditions shall mean: the drawings, designs, descriptions, etc. to be provided by Van Oordt or by the Other Party to the other party. These documents, including digital files, may be recorded in writing as well as on other data carriers, such as CD ROMs, DVDs, memory sticks, etc.
5. "Information" for the purposes of these General Purchase Conditions shall mean: the documents as well as the other (oral) information that is (to be) provided by Van Oordt and/or the Other Party.
6. The possible invalidity of (any part of) a provision contained in these General Purchase Conditions shall not affect the validity of the remaining provisions.
7. In the event of a discrepancy or conflict between these General Purchase Conditions and a translation hereof, the Dutch text shall prevail.
8. These General Purchase Conditions also apply to the repeat or partial orders or follow-up or partial assignments following the agreement.
9. A lasting business relationship shall exist if Van Oordt has already handed these General Purchase Conditions several times to the Other Party. If this is the case, Van Oordt shall not be obliged to produce these General Purchase Conditions in order for them to apply to each new agreement.

Article 2: Offers, proposals and prices

1. Each offer and each proposal from the Other Party must clearly state the specifications, numbers, quantities, completion/delivery or execution terms and prices applicable to the offer or proposal. If the prices and/or completion/delivery terms referred to in the offer or proposal are subject to certain circumstances (variable factors) such as daily prices, etc., this should also be clearly stated.
2. Each offer and each proposal from the Other Party is deemed to be valid for at least 1 (one) month from the date they were made, unless a different term is explicitly stated in the proposal or the offer.
3. The samples and models shown or provided by the Other Party in the context of an offer or proposal, the dimensions, weights, colours, characteristics, capacities, etc. stated in the offer or proposal as well as any other descriptions and documents incorporated in or with the proposal or offer must be as accurate as possible. Van Oordt can rely on it that these samples, models and other statements correspond to the actual items to be delivered or services to be performed.

4. Unless parties have agreed otherwise in writing, Van Oordt shall not have to return the samples, models, documents, etc. referred to in the previous paragraph to the Other Party.
5. All prices are exclusive of VAT and include all the costs such as for example, but not limited to, costs of packing or packaging, transport costs, despatch costs and administration costs.
6. Prices are fixed except where and insofar as the parties have expressly agreed otherwise in writing or where the agreement expressly provides otherwise in writing.
7. The costs to make the offer or submit the proposal shall be at the expense of the Other Party.

Article 3: Establishing agreements

1. All requests by Van Oordt to the Other Party to make an offer or to submit a proposal are subject to contract.
2. After Van Oordt has received an offer or proposal from the Other Party, Van Oordt shall, after assignment has been given, draw up a written agreement. If Van Oordt has not drawn up a written agreement, the agreement shall be concluded after Van Oordt has confirmed a proposal or offer from the Other Party in writing in another way.
3. If Van Oordt places an order with or gives an assignment to the Other Party without prior offer or proposal, Van Oordt shall reserve the right to withdraw the order or assignment if the Other Party has failed to confirm this order or assignment in writing within 2 weeks of placing the order or giving the assignment. If this confirmation differs from the original order or assignment, Van Oordt shall only be bound by its order or assignment after it has agreed to the difference in writing.
4. Additions or amendments to the General Purchase Conditions or the agreement as well as the oral agreements shall only bind Van Oordt after they have been confirmed in writing to the Other Party.

Article 4: Modifications

1. Van Oordt can change the content or scope of its order or assignment free of charge in consultation with the Other Party until delivery of the items or services has taken place or the execution of the assignment has started.
2. If a change, in the Other Party's sole opinion, should have consequences for the agreed price and/or completion/delivery term, the Other Party should notify Van Oordt thereof in writing within 5 working days of notification of the desired change. When these consequences are unreasonable according to the Van Oordt's opinion, the parties shall consult each other about this.
3. If parties fail to reach agreement about the new price and/or completion/delivery term, Van Oordt shall have the right to terminate the agreement fully or partially by means of a written notice to the Other Party without Van Oordt being obliged to pay compensation of damages to the Other Party.
4. If the items ordered or assignments given by Van Oordt cannot be delivered or executed by the Other Party because the items are no longer in its assortment or the services are no longer provided, and the Other Party can only offer a more expensive alternative, Van Oordt shall be entitled to delivery of this alternative at the price of the originally ordered items or given assignments. If the Other Party should not agree to this or if the Other Party is unable to deliver alternative items or perform alternative services, Van Oordt shall have the right to terminate the agreement fully or partially by means of a written notice to the Other Party. The Other Party must compensate any loss possibly suffered by Van Oordt.

Article 5: Contract variations

1. Additional work shall mean: additional work and deliveries at the request of Van Oordt or necessarily arising from the work or assignment, which has/have not been included in the assignment.

2. Contract variations must be agreed in writing between Van Oordt and the Other Party. Van Oordt shall only be bound by oral agreements after it has confirmed them in writing to the Other Party.
3. If changes occur in the agreement between Van Oordt and the Other Party to the extent that contract variations are required, the Other Party must notify Van Oordt thereof as soon as possible.
4. Settlement of contract variations shall in any case take place:
 - a. if the agreement or the terms of execution are changed;
 - b. if the offsettable quantities are changed.
5. Settlement of contract variations shall in any case take place on final settlement.

Article 6: Confidential information

1. The Other Party undertakes to observe confidentiality of all information concerning the (content of the) agreement, the order or the assignment, as well as to keep confidential of all (other) information that it has obtained from or about Van Oordt in the context of concluding and executing the agreement. The Other Party may only provide this information to third parties or its employees insofar as it is necessary for the execution of the agreement.
2. The Other Party shall take all reasonable precautions to keep the confidential information referred to in the previous paragraph secret and shall guarantee that its employees or other persons who are involved in the execution of the agreement under its responsibility shall also maintain their obligation to observe secrecy.
3. The duty of secrecy shall not apply if the Other Party is obliged to disclose the confidential information as a result of legislation and/or regulation or a court decision and cannot hereby rely on a legal non-disclosure right or privilege permitted by a court. This exception also applies to employees and other persons referred to in the previous paragraph.
4. The Other Party is not permitted to use the name of Van Oordt and/or the content of the agreement for reference purposes, without the prior written approval of Van Oordt.

Article 7: Code of Conduct

1. The Other Party is explicitly prohibited to influence the employee of Van Oordt who is responsible for the order or for giving the assignment, in any other way than by giving a fair representation of and explanation to the price-performance ratio or the price-quality ratio of the items offered and/or services and/or work to be carried out by the Other Party.
2. The Other Party is not permitted to grant benefits to the employee of Van Oordt mentioned in the previous paragraph or to any other employee of Van Oordt and/or to grant benefits to third parties at the request of the aforementioned employee(s). All this is subject to Van Oordt's explicit written permission.
3. The Other Party is not permitted, without the explicit written permission of Van Oordt, to employ employees of Van Oordt or to have these employees carry out work for the Other Party against payment in any other way.
4. If the Other Party should violate the prohibitions as set out in this Article, the Other Party shall be due to Van Oordt an immediately payable penalty which is not subject to judicial mitigation of € 25.000,00 for each infringement. All this without prejudice to Van Oordt's right to compensation for the full damage incurred by Van Oordt, if it exceeds the aforesaid penalty amount.

Article 8: Employees of the Other Party

1. The Other Party guarantees that the employees to be deployed are well-educated and skilful, command the Dutch language to such extent that they understand the necessary instructions and are aware of the content of the assignment to ensure adequate execution of the work.

2. If requested, the Other Party shall pass on to Van Oordt the names, forenames and home addresses of the employees to be deployed by it for the benefit of Van Oordt as well as any change in this workforce. The above applies respecting the statutory provisions regarding the protection of privacy.
3. The Other Party must respond in writing to questions and complaints by Van Oordt with respect to specific employees of the Other Party. If repeatedly complaints are made regarding the same employee and - in the opinion of Van Oordt - no improvement occurs in his/her method of working or attitude, the Other Party shall replace the concerned employee by another.
4. If Van Oordt finds that there are sufficient grounds, it shall have the right to refuse access to its premises to certain employees of the Other Party. Van Oordt shall motivate its refusal on request.

Article 9: Obligations in the framework of the liability of subcontractors

1. The Other Party must comply with its statutory obligations to pay social security contributions and payroll taxes insofar as they are directly or indirectly related to the agreed assignment.
2. At Van Oordt's request, the Other Party shall submit a payment history record regarding the aforesaid contributions and payroll taxes.
3. The Other Party shall indemnify Van Oordt against any claims regarding the payment of these contributions and payroll taxes relating to the Other Party itself and the employees or other workers (self-employed workers) deployed by it.

Article 10: Laws and regulations

1. The Other Party declares to be familiar with:
 - a. the legislation and regulations relevant for the execution of the agreement;
 - b. the provisions of the Working Conditions Act and the decrees and regulations arising from it;
 - c. the applicable environmental legislation and regulations.
2. The Other Party shall comply with the provisions, legislation and regulations referred to in the previous paragraph for the execution of the agreement and guarantees that all workers deployed by it shall also comply with these provisions, legislation and regulations.

Article 11: Delivery, completion/delivery terms

1. Agreed completion/delivery terms are of essential importance to Van Oordt. These terms apply as strict deadlines. If the Other Party fails to meet its obligations to complete/deliver at all or in time, it shall be in default immediately and without notice of default being required on the part of Van Oordt, and Van Oordt shall have the right to terminate the agreement by means of a written notice to the Other Party.
2. Notwithstanding the provisions of the previous paragraph, Van Oordt shall be permitted, in the event of expiry of an agreed completion/delivery term, to impose to the Other Party a fine of 1% of the invoice amount of the concerned items or services for each week that the completion/delivery term has expired, with a maximum of 10% of the invoice amount. Parts of a week shall be computed as a full week. This does not affect Van Oordt's entitlement to compensation for the loss that it has actually suffered.
3. Unless otherwise agreed, the orders must be delivered in one shipment. Van Oordt shall be entitled, without prior notice, to return any partial deliveries that have not been agreed upon at the expense and risk of the Other Party. If more, respectively fewer, items are delivered than agreed upon and if the difference is larger than is common practice in its branch, Van Oordt shall be entitled to refuse the excess or to store it (have it stored) or return it at the expense of the Other Party, and in case fewer items are delivered Van Oordt shall be entitled to refuse the delivery.

4. The ordered items must be bundled by order number and/or to be packed and provided with a label stating the specific order number of Van Oordt.
5. Deliveries shall only be received on Mondays to Thursdays between 07:00 hours and 16:30 hours and on Fridays between 07:00 hours and 12:00 hours, unless a different time has been agreed in writing.
6. If the Other Party fails to conform to the completion/delivery terms set by Van Oordt and the completion/delivery term of the Other Party, whether notified or not, is unacceptable to Van Oordt, Van Oordt shall be entitled to withdraw the assignment or the order without any further consequences.
7. The Other Party must immediately notify Van Oordt in writing in the event of an imminent expiry of the agreed completion/delivery term, stating the expected length of the delay.
8. The risk concerning the ordered items shall pass to Van Oordt at the moment of delivery. "The moment of delivery" for the purposes of these General Purchase Conditions shall mean: the moment which the ordered items have arrived at the location specified by Van Oordt or the moment at which these items have been collected by Van Oordt and the proof of delivery has been signed by Van Oordt.
9. Dispatch or transport of the ordered items shall be at the expense and risk of the Other Party. The Other Party shall be liable for any damage of whatever nature – whether or not to the items themselves – that is related to dispatch or transport.
10. Van Oordt may suspend the delivery of the ordered items or the execution of the given assignments during a certain reasonable term, at the discretion of Van Oordt. During this term, the Other Party shall store the ordered items properly packaged, separated from other items, and as an identifiable order of Van Oordt, in such a manner that the items shall not deteriorate in quality. Van Oordt shall pay the Other Party for a reasonable fee for the storage or safekeeping performed. All this without any obligation arising for Van Oordt to compensate damage and interest.
11. The Other Party shall ensure that all (spare) parts, accessories, documents (such as manuals, maintenance assignments etc.) and other appurtenances belonging to these items are delivered with the items.
12. If Van Oordt has made documents and/or items available for the benefit of the delivery to the Other Party, the Other Party shall have to return these documents or items to Van Oordt on first demand of Van Oordt – yet upon delivery of the ordered items at the latest.

Article 12: Packing, packaging

1. The Other Party must pack the ordered items in such a manner that no damage can occur during dispatch or transport.
2. If the items are delivered by the Other Party in a packing or packaging that is intended to be used several times, the Other Party must clearly state this on the packing or packaging. A mark should be affixed to this packing or packaging to make it identifiable property, by stating the Other Party's name, logo or other clear indication on it and must be collected by the Other Party. If Van Oordt has to return this packing or packaging, it shall be at the expense and risk of the Other Party.
3. The Other Party must clearly state the type of items, the quantities and any order numbers possibly provided by Van Oordt on the packing or packaging.

Article 13: Inspections, complaints

1. Van Oordt is at all times entitled to make (or have made) announced or unannounced inspections on the items to be delivered and/or the result of the work to be carried out or the services to be performed by the Other Party, both during and after the execution of the agreement. The Other Party must cooperate in this free of charge.
2. If the inspection referred to in the previous paragraph cannot take place at the agreed time due to the actions of the Other Party, or if an inspection must be repeated due to the actions of the Other Party,

the costs arising from this or the loss suffered by Van Oordt as a result shall be at the expense of the Other Party.

3. Unless Van Oordt has explicitly notified the Other Party of a different term in writing, Van Oordt shall inspect (on a random basis or otherwise) the items received from the Other Party within 5 working days after delivery and to report any visible faults, imperfections, defects, damages and/or deviations in numbers, quantities, dimensions, etc. to the Other Party in writing. If Van Oordt has not made known its complaints to the Other Party within the term it has set or within the aforesaid term of 5 working days, the Other Party may assume that Van Oordt has accepted the items.
4. Other complaints in respect of the delivered items, which have not been discovered by Van Oordt on first inspection, shall be reported in writing by Van Oordt to the Other Party as soon as possible after discovery - yet within the applicable guarantee period.
5. If the delivered items are destined to be processed in, on or to other items and the processing shall only take place after the guarantee period agreed between the Other Party and Van Oordt has expired, Van Oordt shall be entitled to suspend the inspection of the delivered items as well as the notification of faults etc. found during this inspection until the moment that the items shall actually be processed. Van Oordt shall give the Other Party – if possible – an indication for the length of the suspension.
6. The signing of bills of lading, packing slips, etc. by Van Oordt shall only apply as proof of receipt of the delivered items, yet can never be regarded as acceptance of these items in the context of paragraph 3 of this Article.
7. Faults, etc. found by the inspection referred to in paragraph 3 of this Article shall give Van Oordt the right to reject the entire consignment of items of the same type. If Van Oordt rejects the items, it shall have the following options:
 - a. to return the delivered items at the expense and risk of the Other Party, whereby Van Oordt is entitled to claim a reimbursement of any payments already made by it to the Other Party.
 - b. repair or replacement of the delivered items within a reasonable term set by Van Oordt, failing which Van Oordt is permitted to purchase the items from a third party or have them repaired by a third party at the expense and risk of the Other Party.
 - c. a price discount to be proposed by Van Oordt.All this without prejudice to Van Oordt's right to terminate the agreement by means of a written notice to the Other Party and/or to claim full damages.
8. Notwithstanding the provisions of the previous paragraph of this Article, Van Oordt shall at all times be entitled to suspend its payment obligations until the Other Party has met the demands of Van Oordt and the complaints have been solved.
9. If no faults etc. follow from random inspection, Van Oordt's right to carry out further inspections of specific items shall not be affected.

Article 14: Guarantees

1. The Other Party guarantees that the delivered items and the results of the work carried out and the provided services:
 - a. are of good quality and free from faults and defects;
 - b. possess those dimensions, weights, colours, characteristics, capacities, etc. that parties have agreed on and furthermore possess all characteristics that Van Oordt may reasonably expect from them.
 - c. shall be delivered entirely complete and ready for use;
 - d. are suitable for the purpose that Van Oordt wishes to use or process the items for or for which the items, considering their nature or according to the order or agreement, are destined to be used or processed;

- e. meet the legal (safety) requirements applicable in the Netherlands and other applicable (international) government regulations.
2. The Other Party must provide the applicable guarantee certificates to Van Oordt immediately upon delivery.
3. If the delivered items or the results of the work carried out or the services performed appear not to comply with the provisions set out in paragraph 1 of this Article, within the guarantee period, and Van Oordt appeals to the agreed guarantee, the Other Party shall take care of repair or replacement of the items, correctly carry out the work or services at a later stage or refund or reduce the agreed price or fee, free of charge. All this at the discretion of Van Oordt. If there is any additional damage, the provisions set out in the Liability Article of these General Terms and Conditions shall apply.
4. If no explicit guarantee period has been agreed, a period of at least 1 year after delivery shall apply.
5. For items that are destined to be processed in, on or to other items, the guarantee period shall not commence until the day of processing.
6. If the Other Party should replace parts of the delivered items in the context of the agreed guarantee, the guarantee period for these replacing parts shall not commence until the date that Van Oordt has received them.
7. An agreed guarantee period shall be extended by the length of the period that is needed to possibly replace or repair the items.

Article 15: (Product) Liability

1. The Other Party is liable for all damage that is suffered by Van Oordt due to an attributable failure of the Other Party to meet its obligations under the agreement, the applicable guarantee and these General Purchase Conditions or by reason of an unlawful act on the part of the Other Party.
2. The Other Party shall indemnify Van Oordt against claims by third parties, including claims by employees of Van Oordt arising from or related to the attributable failure or unlawful act of the Other Party as referred to in the previous paragraph.
3. The Other Party is obliged to become insured and to remain insured against the liability referred to in this Article and shall allow Van Oordt inspection of the insurance policy and the accompanying premium payment receipts, at its first request.

Article 16: Execution of work and services

1. The Other Party is prohibited to engage third parties for the execution of the agreement without the prior explicit permission of Van Oordt.
2. Before starting the execution of the agreed work or services, the Other Party must become aware of the facts and circumstances regarding the location where they are to take place. The Other Party must ascertain that the agreement can be executed in that location in the agreed manner, failing which the Other Party shall, in consultation with Van Oordt, ensure such circumstances to enable to work to be carried out. The costs hereof as well as any possible damage suffered by Van Oordt in connection with any delays arisen as a result shall be at the expense of the Other Party. Furthermore, the Other Party shall indemnify Van Oordt against claims from third parties that may arise from this.
3. The Other Party shall ensure that the work or services are performed in such a way that they shall not hinder normal business activities of Van Oordt or third parties at the location where they will be carried out.
4. Before the start of the work, the Other Party as well as the employees to be deployed by it must acquaint themselves with the regulations, rules and house rules currently applicable at the location, as well as the legislation and regulations applicable for the location in the field of working conditions, hygiene and the environment. Van Oordt shall inform them of those upon request of the Other Party.

5. If an obligation arises from the regulations, rules, house rules and legislations and regulations referred to in the previous paragraph, for the staff to wear or use specific protection equipment, the Other Party shall be obliged to take care of this itself and the costs of buying this specific protection equipment shall be at the expense of the Other Party, unless Parties agree otherwise.
6. During the entire execution of the agreement, the Other Party must ensure that there is an authorised person of the Other Party present at the work location for consultation, if required.
7. The Other Party is during the execution of the agreement liable for all damage to the location and the properties of Van Oordt or third parties present at this location, except insofar as the Other Party can prove that the damage is not due to it, its employees and/or third parties engaged by it.
8. Van Oordt is entitled to inspect and to test the materials, tools, vehicles, instruments, resources, etc. to be used by the Other Party for the execution of the agreement.
9. The Other Party may not store any more materials, tools, vehicles, instruments, resources, etc. at the location than is necessary in Van Oordt's opinion for the immediate execution of the agreement. Storage is at all times at the risk of the Other Party.
10. The Other Party is responsible for the disposal of waste and packaging materials from the work location or the location where the services are performed.
11. The Other Party is obliged to submit a recent extract from its registration with the Chamber of Commerce to Van Oordt at its first request.
12. In the event of a strike, interruption of work, etc. by the staff of the Other Party or third parties engaged by the Other Party, Van Oordt shall not be obliged to pay any fee for the work carried out by the Other Party or the costs of the instruments, vehicles and resources used by the Other Party during the period that this strike or work interruption, etc. continues.

Article 17: Invoicing and payment

1. Unless parties have agreed a different payment term in writing, Van Oordt shall make payment to the Other Party within 45 days after receipt of the invoice at the latest. If delivery of the items or performance of the services or the carrying out of the work shall take place after receipt of the invoice, Van Oordt shall be permitted to pay within 45 days of the receipt of the items or execution of the services or work at the latest. The payment term is not a strict deadline. If Van Oordt has failed to pay within this term, it shall therefore have to be given written notice of default, giving it a reasonable term to meet its payment obligations at a later date.
2. The invoice must at least contain the following details:
 - a. a description of the items delivered or the services or the work carried out and the delivered numbers or quantities;
 - b. date of delivery or execution;
 - c. the contract number;
 - d. order number (if applicable);
 - e. project name or project number if provided by Van Oordt;
 - f. VAT number.
3. Van Oordt is only obliged to make payment after acceptance of the items delivered, the services performed, or the result of the work carried out, and after receipt of a clear and specified invoice from the Other Party. If the invoice does not comply with the requirements referred to in the previous paragraph, Van Oordt shall have the right to refuse the invoice and suspend payment.
4. Payments by Van Oordt shall always relate to the specific invoice stated and may never be attributed to any other claims that the Other Party has against Van Oordt, without the prior consent of Van Oordt.
5. Van Oordt shall at all times have the right to set off the invoice amount against claims that Van Oordt still has against the Other Party or shall have against the Other Party within the invoice term.

Article 18: Intellectual property rights

1. Van Oordt is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and belong to the documents and/or items provided to the Other Party by Van Oordt - whether or not for the benefit of the offer or proposal. These documents and/or items shall furthermore remain the property of Van Oordt and must be returned to Van Oordt on its first demand and at the expense of Other Party.
2. The Other Party may not use the documents provided by Van Oordt for any other purpose than for which Van Oordt has provided them to the Other Party. The Other Party is not permitted to provide these documents to third parties, to make them available for inspection to third parties or to multiply these documents without the prior written permission of Van Oordt.
3. The Other Party furthermore guarantees that all documents, samples, models, etc. provided and items, software, services etc. delivered by it to Van Oordt shall not infringe the copyright or any other intellectual property right of any third party. The Other Party is liable for any damage that Van Oordt suffers as a result of these infringements and shall indemnify Van Oordt against any claims from these third parties.

Article 19: Bankruptcy, loss of power to dispose of property, etc.

1. Van Oordt always has the right to terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. The Other Party must always notify the guardian or administrator of the (contents of the) agreement and these General Purchase Conditions.

Article 20: Force majeure

1. The parties are not bound to fulfil any obligation if they are prevented from doing so as a consequence of a circumstance for which they are not to blame, and for which they can also not be liable according to the law, a legal action or conventional concepts.
2. Force majeure on the part of Van Oordt for the purposes of these General Purchase Conditions shall mean: a non-attributable breach of Van Oordt or other compelling reasons on the part of Van Oordt.
3. Circumstances which are considered force majeure include: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of Van Oordt and/or of the Other Party, or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, natural phenomena and suchlike, a customer of Van Oordt going into liquidation, as a result of which (onward) supply of the ordered items is no longer possible.
4. If a force majeure situation occurs on the part of the Other Party or such situation threatens to occur, the Other Party shall immediately notify Van Oordt thereof, followed by a written confirmation, stating the consequences that the force majeure situation shall have (is expected to have) for the agreed completion(s)/delivery(ies). If the period of force majeure takes longer than 4 (four) weeks or is expected to be longer than 4 (four) weeks, Van Oordt shall be entitled to terminate the agreement fully or partially by registered letter, without the obligation to compensate damages to the Other Party.

Article 21: Applicable law/ jurisdiction

1. The agreement concluded between Van Oordt and the Other Party is exclusively governed by Dutch law.
2. Any disputes shall be submitted to the competent court in the place where Van Oordt has its registered office, yet Van Oordt shall always retain the authority to submit a dispute to the competent court in the place where the Other Party has its registered office.
3. If the Other Party is established outside the Netherlands, Van Oordt shall have the right to choose to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: January 20, 2014