



# General Terms and Conditions

General Terms and Conditions for Delivery and Payment of:

Eydenberg Retail Projects B.V.  
School 6  
1551 NB WESTZAAN

Chamber of Commerce no.: 73788961

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## ARTICLE 1: APPLICABILITY

1. These terms and conditions apply to all offers and to all agreements of purchase and sale, to advice and/or guidance and to the execution of activities such as, but not limited to, the creation of interior concepts, displays, materials, designs, drawings, furnishings, architectural designs, etc. of Eydenberg Retail Projects B.V., established in Westzaan, hereinafter to be referred to as “Eydenberg”.
2. The purchaser and/or client shall hereinafter be referred to as “the other party”. If a provision relates specifically to the situation in which the other party is a natural person not acting in the course of a profession or business, they shall be referred to as “the consumer”.
3. Other terms and conditions shall only form part of the agreement concluded between the parties if and in so far as both parties have expressly agreed to this in writing.
4. In these general terms and conditions, “written” and “in writing” is also understood to mean: by email, by fax or by any other means of communication which, in view of the state of the art and the prevailing views in society, can be regarded as equivalent to this.
5. The advice, calculations, drawings, reports, designs, etc. to be created or to be made by Eydenberg shall hereinafter be referred to as “the documents”. For the purposes of these general terms and conditions, “the documents” shall mean, in particular, written documents. The “written” documents shall also include works recorded on other media, such as computer disks, CD-ROMs, USB sticks or any other data carriers, unless the parties have expressly agreed otherwise in writing.

6. The acceptance and retention by the other party, without comment, of an offer or order confirmation that refers to these terms and conditions shall be deemed to constitute consent to its application.
7. The possible invalidity of (part of) a provision of these general terms and conditions shall not affect the applicability of the remaining provisions.

## **ARTICLE 2: AGREEMENTS**

1. Agreements become binding only upon written confirmation from Eydenberg.
2. Additions or amendments to the general terms and conditions or any other amendments or additions to the agreement shall only become binding after written confirmation by Eydenberg.

## **ARTICLE 3: OFFERS**

1. All offers, quotations, price lists, etc. made by Eydenberg are without obligation unless they contain a deadline for acceptance. If an offer or quotation contains an offer without obligation and the other party accepts this offer, Eydenberg is entitled to withdraw the offer within 2 working days of receipt of the acceptance.
2. The prices used by Eydenberg, as well as the prices stated in offers, quotations, price lists, etc., are exclusive of VAT and any additional costs. These costs may include, but are not limited to, travel costs, transport costs and claims from third parties, unless explicitly stated otherwise in writing.
3. Samples, brochures, (3D) drawings, sketches, examples of documents, models, specifications of colours, dimensions, weights, and other descriptions shown and/or provided, are as accurate as possible, but only apply as an indication. No rights can be derived from this, unless the parties have explicitly agreed otherwise in writing.
4. The documents referred to in the previous paragraph of this article shall at all times remain the property of Eydenberg, unless the parties have expressly agreed otherwise in writing. These must be returned at Eydenberg's first request. They may not be reproduced or made available for inspection to third parties without Eydenberg's written consent.
5. When submitting an offer, Eydenberg accepts no responsibility for documents drawn up by or on behalf of the other party and/or third parties, nor for any specifications of dimensions, sizes and materials provided in these documents.
6. Eydenberg is entitled to charge the other party for the costs associated with the offer or quotation, provided that Eydenberg has informed the other party of these costs in writing in advance.

7. If, between the date of concluding the agreement and the execution of the agreement, changes are made by the government and/or trade unions to wages, employment conditions or social security, etc., Eydenberg is entitled to pass on the increases to the other party. Should a new price list be issued by Eydenberg and/or suppliers and take effect between the aforementioned dates, Eydenberg is entitled to charge the other party for the prices stated therein.
8. In the case of the agreement concluded with the consumer, price increases may be passed on or charged 3 months after the agreement has been concluded. In the event of price increases within a period of less than 3 months, the consumer is entitled to dissolve the agreement.

#### **ARTICLE 4: INVOLVEMENT OF THIRD PARTIES**

1. If and to the extent required for the proper execution of the agreement, Eydenberg is entitled to have certain work or deliveries carried out by third parties.
2. If the order involves Eydenberg having to cooperate with several third parties, Eydenberg shall have the right to appoint a supervisor among them, as well as to determine a division of tasks among them. The other party may delegate this authority to them in consultation with Eydenberg and, subject to Eydenberg's consent.

#### **ARTICLE 5: OBLIGATIONS OF THE OTHER PARTY**

1. The other party must ensure that:
  - A. the data and approvals (such as permits, exemptions and disposals) required for the execution of the agreement (if any) will be available on time;
  - B. Eydenberg is given access to the location(s) in or on which the work is to be carried out during the working hours announced in advance. The location(s) must comply with the statutory safety requirements and other government regulations;
  - C. work and/or deliveries to be carried out by others are carried out in such a way and on time that the execution of the agreement is not delayed as a result;
  - D. Eydenberg shall have sufficient time for supply, storage and/or removal of (construction) materials and equipment;
  - E. the location(s) where the work is to be carried out is/are free of excess materials, and the like;
  - F. floors and subfloors are free of lime, cement and dirt residues and loose parts, are completely flat and level and are made available in broom clean

- condition, unless the parties expressly agree otherwise in writing;
- G. there is sufficient ventilation and, if necessary, heating in the space where the work is to be carried out;
- H. in the event of reconstruction work and/or renovation of the interior in business premises, these business premises must be closed to the public during the performance of the work, unless the parties expressly agree otherwise in writing;
- I. Eydenberg has access to connection facilities for the power required for the work, such as electrical machines, lighting, heating, gas, compressed air, water, and the like. The utility costs are borne by the other party;
- J. sufficient facilities are available for collection of (construction) waste;
- K. at the other party's location or the location designated by them, where Eydenberg and/or the third parties engaged by Eydenberg are required to carry out work in connection with the execution of the agreement, any other facilities reasonably required by Eydenberg and/or the third parties referred to above must be present, without any costs being incurred to them;
- L. the place where Eydenberg's equipment, materials, etc. are to be stored or stored is such that damage or theft, in any form and in any manner, is prevented.
2. The other party is obliged to inform Eydenberg of the location of cables, pipes, etc. at the place where the work is to be carried out.
  3. The other party shall ensure that the information to be provided is correct and complete. The other party indemnifies Eydenberg against the consequences arising from the incorrect and/or incomplete nature of the data.
  4. Eydenberg shall treat the data provided to them by the other party as confidential and shall not make them available to third parties without the other party's consent.
  5. The other party is liable for loss of and/or damage to the goods, materials, tools and machines, etc. that Eydenberg has stored at the other party's premises during the execution of the work.
  6. The other party allows Eydenberg to display signs and advertising on the work site or on the work.
  7. If the obligations referred to in this article are not fulfilled on time, Eydenberg is entitled to suspend execution of the agreement until such time as the other party has fulfilled these obligations. The costs relating to the delay incurred or the costs of carrying out the extra work are borne by the other party.

## **ARTICLE 6: RISK OF DATA STORAGE**

1. Eydenberg undertakes to ensure the secure storage of the data and/or information originating from the other party. Unless proven otherwise,

Eydenberg shall be deemed to have fulfilled this obligation.

2. The other party bears the risk of damage to or loss of data and/or information stored at Eydenberg or third parties, unless the damage or loss is due to intent and/or wilful recklessness on the part of Eydenberg, its management and/or its supervising staff.

## **ARTICLE 7: DELIVERY AND COMPLETION TERMS**

1. Specified terms within which the goods or documents must be delivered, or the work must be completed can never be regarded as a strict deadline, unless the parties have expressly agreed otherwise in writing. If Eydenberg fails to fulfil its obligations under the agreement or fails to do so on time, Eydenberg must be given notice of default in writing.
2. In the case of partial deliveries, each delivery/completion or phase is regarded as a separate transaction and each transaction may be invoiced by Eydenberg.
3. The risk relating to the delivered goods shall be transferred to the other party at the time of delivery.
4. Goods ordered shall be dispatched or transported in a manner to be determined by Eydenberg, but at the other party's expense and risk. Eydenberg is not liable for damage of any nature and any form that relates to the shipment or transport, unless the parties have expressly agreed otherwise in writing.
5. If it proves impossible to deliver the goods or documents to the other party or to carry out the work due to a cause within the scope of influence of the other party, Eydenberg reserves the right to store the ordered goods or documents and/or materials purchased for the performance of the work at the expense and risk of the other party. Eydenberg shall inform the other party in writing of the storage and/or the obstruction in the work to be performed and shall also set a reasonable period within which the other party must enable Eydenberg to resume the work and/or to supply the goods or documents, as the case may be.
6. If the other party fails to fulfil their obligations even after the expiry of the reasonable period set by Eydenberg, as determined in the previous paragraph of this article, the other party shall be in default by the mere expiry of 1 (one) month, calculated from the date of storage or obstruction in the work to be performed, and Eydenberg is entitled to dissolve the agreement in whole or in part in writing with immediate effect, without prior or further notice of default being required, without judicial intervention and without being obliged to pay compensation for damage, costs and interest. Eydenberg is authorised to destroy the documents.
7. The foregoing shall not affect the other party's obligation to pay the agreed or stipulated or outstanding price, or any storage and/or other costs.

8. Eydenberg is authorised - with regard to the fulfilment of the other party's financial obligations - to require advance payment or security from the other party before proceeding with the delivery or starting the work to be carried out.

## **ARTICLE 8: PROGRESS, EXECUTION OF THE AGREEMENT**

1. If payment in instalments has been agreed, Eydenberg shall send the relevant instalment invoice to the customer each time a payment instalment is issued. Eydenberg is authorised to send the other party advance invoices in respect of:
  - A. Goods and/or materials to be purchased by Eydenberg on behalf of the customer;
  - B. Working hours to be performed by Eydenberg.
2. Payment of an instalment must be made within 30 days of the invoice date, in accordance with article 13 of these terms and conditions.
3. Eydenberg cannot be obliged to carry out the work or to begin delivery of the goods or documents until they have received all the necessary data and purchase orders and have received any agreed (instalment) payment. In the event of delays arising as a result of this, the stated delivery periods shall be adjusted proportionately.
4. If, for reasons beyond Eydenberg's control, the work or deliveries cannot be carried out in the usual manner or without interruption, Eydenberg is entitled to charge the other party for the resulting costs.
5. If, during the performance, the work or part of it, can only be carried out when modified, for reasons not attributable to Eydenberg, Eydenberg must consult with the other party about this.
6. If the obligation to consult from the preceding paragraph of this article has been complied with by Eydenberg, and subsequently during the execution of the works accepted by Eydenberg, it appears that they cannot reasonably be carried out, either as a result of circumstances unknown to Eydenberg or as a result of any force majeure, Eydenberg shall be entitled to demand that the order given to Eydenberg is modified in such a way as to enable the work to be carried out, except if this as a result of unknown circumstances or force majeure will not be possible. Eydenberg shall be entitled to full compensation for the work already carried out by Eydenberg. Eydenberg shall point out the financial consequences to the other party. The agreed modified work shall be charged as additional or omitted work.
7. All costs incurred by Eydenberg at the request of the other party shall be borne entirely by the latter, unless the parties have expressly agreed otherwise in writing.
8. If, after the conclusion of the agreement, it emerges that the location where the

work is to be carried out or the work is contaminated or that there are contaminated building materials as a result of the work, the other party is liable for the ensuing consequences.

9. Eydenberg is obliged to point out to the other party any imperfections in designs, constructions and working methods prescribed by or on behalf of the other party and in orders and instructions given by or on behalf of the other party, as well as any defects in building materials and auxiliary materials made available or prescribed by the other party, in so far as Eydenberg was aware of these or should reasonably have been aware of them.
10. Eydenberg indemnifies the other party against third-party claims for compensation for damage, in so far as this has been caused by the execution of the work and is due to deliberate recklessness or intent on the part of Eydenberg, its management and/or its supervising staff.

#### **ARTICLE 9: CONTRACT VARIATIONS**

1. Contract variations must be agreed orally or in writing between Eydenberg and the other party. Any additional or omitted work agreed orally must be confirmed in writing by Eydenberg.
2. Contract variations occur:
  - A. In the event of changes to the original order;
  - B. In the event of unforeseeable increases or reductions in costs and deviations from deductible and/or estimated quantities;
  - C. In the events as stipulated in these terms and conditions.
3. Settlement of any contract variations shall take place at the same time as the final settlement, unless the parties have explicitly agreed otherwise in writing.
4. If the total amount of omitted work exceeds that of additional work, Eydenberg is entitled to compensation of 15% of the excess amount of the omitted work.

#### **ARTICLE 10: COMPLETION, APPROVAL AND MAINTENANCE PERIOD**

1. If the agreement (also) concerns the performance of work, Eydenberg is obliged to inform the other party that the agreed work is completed and ready for use.
2. The work is deemed to have been completed if the entire work has been made available to the other party ready for use, the other party has checked the work and the delivery note or work order has been signed for approval by the other party.
3. The work shall also be deemed to have been completed if the other party has put the work into use – where possible - or has not made a complaint to Eydenberg within a period of 2 weeks after the aforementioned notification that

the work is completed and ready for use.

4. Third-party work not yet performed or not yet completed, which influences the proper use of the work, does not affect the readiness for use of the work carried out by Eydenberg and agreed with the other party.
5. Minor defects that can be repaired during the maintenance period shall not constitute grounds for withholding approval, provided that they do not prevent the work from being put into operation.
6. Eydenberg is obliged to repair the minor defects referred to in paragraph 5 of this article as soon as possible. The maintenance period shall be 30 days and shall commence immediately after the day on which the work is deemed to have been completed in accordance with paragraph 2 or 3 of this article.
7. Eydenberg is obliged to repair defects which become apparent during the maintenance period, and which Eydenberg is liable for, as soon as possible.

#### **ARTICLE 11: COMPLAINTS AND RETURNS**

1. The other party is obliged to inspect the goods or the documents immediately upon receipt. If visible defects, errors, imperfections and/or faults, etc. are found, this must be recorded on the consignment note and immediately notified to Eydenberg, or the other party must inform Eydenberg of this within 24 hours of receipt of the goods or documents, followed by an immediate written confirmation thereof to Eydenberg.
2. Other complaints must be notified to Eydenberg by registered letter within 8 days of receipt of the goods.
3. Without prejudice to the provisions of paragraphs 1 and 2 of this article, the provisions of paragraph 13 of article 12 shall also be taken into account with regard to the agreement concluded with the consumer.
4. If the aforementioned complaints are not made known to Eydenberg within the periods specified, the goods shall be deemed to have been received in good condition.
5. Complaints do not suspend the other party's payment obligation.
6. With regard to light sources, complaints can only be asserted to a limited extent, at the discretion of Eydenberg.
7. Eydenberg must be given the opportunity to investigate the complaint. If return shipment proves necessary for the investigation of the complaint, this shall only be at the expense and risk of Eydenberg if the latter has given its express prior written consent.
8. In all cases, the goods shall be returned in a manner to be determined by Eydenberg and in the original packaging. Return takes place at the expense and risk of the other party, unless Eydenberg declares the complaint to be well-founded.



9. If, after delivery, the nature and/or composition of the goods have changed, have been processed, damaged or repackaged in whole or in part, any right to complain lapses.
10. In the event of justified complaints, the damage shall be settled pursuant to the provisions of article 12.

## **ARTICLE 12: LIABILITY AND GUARANTEE**

1. Eydenberg performs its task as may be expected of a company in its sector, but does not accept any liability for damage, including loss of life, personal injury, consequential damage, loss of trade, loss of profits and/or losses due to delays, resulting from acts or omissions by Eydenberg, its personnel or third parties engaged by it, except in the case of intent and/or deliberate recklessness on the part of Eydenberg, its management and/or its supervising staff.
2. Without prejudice to the provisions of the other paragraphs of this article, Eydenberg's liability - for any reason - is limited to the amount of the net price of the delivered goods and/or documents and/or the work performed.
3. Without prejudice to the provisions of the other paragraphs of this article, Eydenberg is never obliged to pay compensation exceeding the insured amount, in so far as the damage is covered by an insurance policy taken out by Eydenberg.
4. In the case of drawings, calculations, designs, etc. which have not been made by Eydenberg, Eydenberg only assumes responsibility for the correct assembly and for the soundness of the materials used; however, this is not the case for those materials for which a specific (brand) material is expressly prescribed in the request.
5. If visible errors, imperfections and/or defects occur in the materials used in the execution of the work or in the delivered goods that must already have been present at the time of delivery, Eydenberg undertakes to repair or replace these goods free of charge, at its discretion.
6. If the other party makes materials and/or parts and/or goods available for further processing or assembly, Eydenberg is responsible for correct processing or assembly, but never for the materials, parts or goods themselves.
7. Eydenberg guarantees the usual normal quality and soundness of the goods delivered; the actual service life can never be guaranteed.
8. If Eydenberg includes material to be delivered in its offer, Eydenberg shall base its offer with regard to these materials on the information provided to Eydenberg by the manufacturer or supplier of the materials with regard to the behaviour and characteristics of these materials. Eydenberg is not liable for

any damage in this respect on the basis of the above.

9. In all cases, the period within which Eydenberg can be held liable for established damage shall be limited to 6 months, calculated from the moment at which the liability for the compensation has been established.
10. Contrary to paragraph 9 of this article, a maximum period of 1 (one) year applies to the agreement with the consumer.
11. If the goods delivered by Eydenberg are guaranteed by the manufacturer, that guarantee shall apply equally between the parties.
12. No guarantee applies to glass, discolouration of wood and subordinate colour deviations of wood and other materials.
13. If a warranty is provided, the warranty only applies to use for which the work is intended according to the agreement; if nothing else has been agreed with regard to the intended use, the warranty only applies to normal use.
14. If a warranty is provided, the warranty only applies under normal circumstances. This includes ensuring sufficient humidity in the atmosphere, not exposing the product to excessive humidity or drought, cold and heat, etc.
15. With regard to the agreement with the consumer, Eydenberg observes the legally established warranty periods.
16. The other party loses their rights towards Eydenberg, is liable for all damage and indemnifies Eydenberg against any claim by third parties in respect of compensation for damage if and in so far:
  - A. The aforementioned damage is caused by inexpert use and/or use contrary to Eydenberg's instructions and/or advice and/or inexpert storage of the delivered goods by the other party;
  - B. The aforementioned damage is caused by errors or inaccuracies in data, documents, materials, data carriers, etc. which have been provided and/or prescribed to Eydenberg by or on behalf of the other party;
  - C. The aforementioned damage was caused by instructions from or on behalf of the other party to Eydenberg, including - but not limited to - during the assembly of the delivered goods;
  - D. The aforementioned damage is caused by defects in the movable or immovable property on which Eydenberg carries out (repair) work in the context of the performance of the agreement;
  - E. The aforementioned damage is caused by the fact that the other party or a third party has carried out repairs or other operations or activities on the instructions of the other party or has otherwise made adjustments to or on the work, without prior written permission from Eydenberg.

## **ARTICLE 13: PAYMENT**

1. Payment must be made within 30 days of the invoice date, unless the parties

- have explicitly agreed otherwise in writing.
2. If an invoice has not been paid in full after the expiry of the period referred to in paragraph 1 of this article:
    - A. from that moment on, the other party will be charged a credit restriction surcharge of 2%, without any further notice of default being required;
    - B. the other party shall owe Eydenberg default interest in the amount of 2% per month, to be calculated cumulatively on the principal sum. Parts of a month are considered to be full months;
    - C. the other party, after having been urged to do so by Eydenberg, shall owe a minimum of 15% of the sum of the principal sum and the default interest, with an absolute minimum of EUR 150.00, for extrajudicial costs;
    - D. has the right to charge the other party an amount of at least EUR 20.00 for administrative costs for each payment reminder, etc. sent to the other party. Eydenberg shall state this in the agreement and/or on the invoice.
  3. At Eydenberg's discretion, in previous or similar circumstances, the agreement may be dissolved in whole or in part without further notice of default or judicial intervention being required, whether or not combined with a claim for compensation.
  4. If the other party has not fulfilled their payment obligations on time, Eydenberg is authorised to suspend performance of the obligations to the other party to deliver or perform work, including the assembly or installation of materials and goods already delivered but not yet paid for, until payment has been made or proper security has been provided for this. The same applies even before the moment of default if Eydenberg has a reasonable suspicion that there are reasons to doubt the creditworthiness of the other party.
  5. Payments made by the other party shall always be applied to settle all interest and costs owed and, subsequently, those invoices due that have been outstanding the longest, unless the other party explicitly states in writing upon payment that the payment relates to a later invoice.
  6. If the other party has, or will have, one or more counterclaims against Eydenberg, for any reason, the other party waives the right of set-off with regard to these claim(s). The aforementioned waiver of the right of set-off also applies if the other party applies for a (provisional) suspension of payments or is declared bankrupt.
  7. The provisions of paragraph 6 of this article do not apply to the agreement with the consumer.

## **ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS**

1. Eydenberg is entitled to all existing and/or future intellectual property rights relating to the content and form of the documents, as well as to all other existing and/or future intellectual property rights arising from or arising during or in connection with the (performance of the) agreement.
2. The exercise of the rights referred to in the previous paragraph of this article - including the publication or transfer of data - is expressly and exclusively reserved to Eydenberg, both during and after the performance of the agreement.
3. Only after payment of the amount owed to Eydenberg as a result of an agreement concluded, does the other party have a right of use in respect of the above, unless the parties have expressly agreed otherwise in writing.
4. If the other party obtains a right of use, this shall only apply to their own use, as a result of which the other party shall not be entitled to use it other than for their own use, duplication, publication or otherwise bringing the matter to the attention of third parties.
5. By providing Eydenberg with data, the other party declares that no infringement of the copyright or any other intellectual property right of third parties is being committed and indemnifies Eydenberg in and out of court against all consequences, both financial and otherwise, that (may) arise from this.

#### **ARTICLE 15: RETENTION OF TITLE**

1. Eydenberg retains ownership of the goods delivered and to be delivered until such time as the other party has fulfilled their related payment obligations to Eydenberg. These payment obligations consist of paying the price, plus claims relating to work carried out in connection with that delivery, as well as claims relating to any compensation for failure to fulfil obligations on the part of the other party.
2. The goods falling under the retention of title may only be resold by the other party within the framework of normal business operations.
3. If Eydenberg invokes the retention of title, the agreement concluded in this respect shall be deemed to have been dissolved, without prejudice to Eydenberg's right to claim compensation for damage, loss of profit and interest.
4. The other party is obliged to inform Eydenberg immediately in writing of the fact that third parties are asserting rights to goods subject to retention of title under this article.

#### **ARTICLE 16: PLEDGE/WARRANTAGE**

Until such time as the other party has fully complied with their payment obligations towards Eydenberg, the other party is not authorised to pledge and/or establish a non-possessory pledge on delivered goods to third parties and/or to store the goods under the actual control of one or more financiers (warrantage), as this shall be regarded as imputable non-fulfilment on their part. In such case Eydenberg may immediately, without any notice of default being required, suspend its obligations under the agreement or dissolve the agreement, without prejudice to Eydenberg's right to compensation for damage, loss of profit and interest.

#### **ARTICLE 17: BANKRUPTCY, LOSS OF POWER OF DISPOSAL, etc.**

Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between the other party and Eydenberg shall be dissolved without judicial intervention and without any notice of default being required, at the time when the other party is declared bankrupt, applies for a (provisional) suspension of payments, is the subject of an attachment order, is placed under guardianship or administration, or otherwise loses the power of disposal or legal capacity with regard to their assets or parts of them, unless the trustee or administrator acknowledges the obligations ensuing from the agreement as a debt of the assets.

#### **ARTICLE 18: FORCE MAJEURE**

1. In the event that Eydenberg is unable to fulfil its obligations under the agreement concluded with the other party and this is due to non-attributable non-performance on the part of Eydenberg and/or on the part of third parties or suppliers engaged for the performance of the agreement, or in the event that another serious reason arises on the part of Eydenberg, Eydenberg is entitled to dissolve the agreement concluded between the parties or to suspend the performance of its obligations towards the other party for a reasonable period of time to be determined by the other party, without being liable for any compensation. If the situation referred to above occurs when the agreement has been partially performed, the other party is obliged to fulfil their obligations towards Eydenberg up to that point in time.
2. Circumstances involving non-attributable non-fulfilment shall include: war, riots, mobilisation, domestic and foreign riots, government measures, strikes and lock-outs by workers or the threat of such circumstances, etc.; disruption of the exchange rate ratios existing at the time of entering into the agreement; business interruptions due to fire, accident or other incidents, and natural phenomena, irrespective of whether the non-fulfilment or late fulfilment takes place at Eydenberg, its suppliers or third parties engaged by it for the

performance of the obligation.

## **ARTICLE 19: DISSOLUTION, CANCELLATION/TERMINATION**

1. The other party waives all rights to dissolve the agreement pursuant to article 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory provisions dictate otherwise. This applies subject to the right to cancel or terminate the agreement by virtue of this article.
2. The provisions of paragraph 1 of this article do not apply to the contract with the consumer.
3. In the context of these general terms and conditions, cancellation is understood to mean: the termination of the agreement by one of the parties prior to the commencement of the performance of the agreement.
4. In the context of these general terms and conditions, termination is understood to mean: the termination of the agreement by one of the parties after the start of the execution of the agreement.
5. If the other party terminates or cancels the agreement, they shall owe Eydenberg a fee to be determined by Eydenberg. The other party is obliged to compensate Eydenberg for all costs, damage and loss of profit. Eydenberg is entitled to fix the costs, damage and loss of profit and - at its discretion and depending on the work already carried out or deliveries already made - and to charge the other party 20% to 100% of the agreed price.
6. The other party is liable to third parties for the consequences of the cancellation and indemnifies Eydenberg in this respect.
7. Amounts already paid by the other party shall not be refunded.

## **ARTICLE 20: APPLICABLE LAW/COMPETENT COURT**

1. The agreement concluded between Eydenberg and the other party shall be governed exclusively by Dutch law. Disputes arising from the agreement shall also be settled under Dutch law.
2. Contrary to the provisions of paragraph 1 of this article, the consequences in terms of property law of a reservation of ownership of goods intended for export, if the legal system of the country or state of destination of the goods is more favourable to Eydenberg, shall be governed by that law.
3. Any disputes shall be settled by a competent Dutch court, albeit that Eydenberg shall have the authority to bring a case before the competent court in the place where Eydenberg has its registered office, unless the subdistrict court has jurisdiction in the matter.
4. In the case of disputes with the consumer, within 1 (one) month after Eydenberg has informed the consumer that the case will be submitted to the

court, the consumer may communicate that they opt for settlement of the dispute by the legally competent court.

5. With regard to disputes arising from the agreement concluded with another party established outside the Netherlands, Eydenberg is entitled to act in accordance with the provisions of paragraph 3 of this article or, at its discretion, to bring the disputes before the competent court in the country or state where the other party has their registered office.