

THE EUROMAC B.V. GENERAL SALES, DISTRIBUTION AND PAYMENT CONDITIONS

1. Definitions

In these Conditions are understood under:

- (a) *Euromac*: the private company Euromac B.V., with its registered office in Genemuiden, registered in the Trade register under CoC number 05056313;
- (b) *Quotation*: any offer – no matter by what name and in which form it was done – by Euromac to the Clients towards signing and executing an Agreement;
- (c) *Client*: the natural person(s) or legal entity (entities) with whom Euromac entered into an Agreement or with whom Euromac is negotiating in this regard, as well as his agent(s), beneficiary (beneficiaries) and heirs;
- (d) *Agreement*: the joint decision by the Parties – in application of the terms and conditions – to enter into a contract in which Euromac undertakes to supply certain goods and/or carry out certain (associated or additional) (assembly) work and/or services at a price to be paid by the Client;
- (e) *Party(Parties)*: Euromac and Client or one of them;
- (f) *Terms and conditions*: These Euromac general sales, delivery and payment conditions

2. Applicability

- 2.1. The terms and conditions apply to any Offer by Euromac and any Agreement between the Parties. They also apply in favour of Euromac staff and of third parties that may possibly be deployed by Euromac in the execution of an Agreement.
- 2.2. If the Terms and Conditions applied to any Agreement between the Parties, these apply automatically to any Agreement concluded subsequently – so without this having to be agreed separately between the Parties – unless the parties agreed otherwise in the relevant Agreement in writing.
- 2.3. The applicability of the Client's General or particular terms and conditions on any Agreement are rejected by Euromac, unless and after these conditions have been declared applicable on an agreement by the Parties in writing. Acceptance by Parties in this way of the applicability of the Client's terms and conditions on an Agreement does not imply that those conditions would also tacitly apply to any agreement concluded afterwards.
- 2.4. In case of invalidity or destruction by the Client of one or more of the stipulations of the Terms and Conditions, the remaining provisions of the terms and conditions will continue to apply without prejudice to an Agreement. The Parties shall consult with each other to replace an invalid or overruled stipulation of the terms and conditions by a provision that is valid or indestructible and that shall as far as possible, in line with the purpose and intent of the invalid provision or destroyed stipulations.
- 2.5. In as far as an Agreement differs from one or more provisions of the terms and conditions, the provisions of the Agreement shall prevail. In that case, the remaining provisions of the terms and conditions will continue to be applicable to the contract, without prejudice.

3. Tenders

- 3.1. All quotations and estimates provided by Euromac are without obligation, unless explicitly agreed otherwise in writing. Quotations are valid for the period referred to in the quotation, or, failing that, a period of fourteen (14) days from the quotation date.
- 3.2. Quotations accepted by the Client can be revoked by Euromac without giving reasons, within ten (10) working days after Euromac's receipt of the acceptance. In that case, no Agreement came about.

3.3. With regard to combined prices, Euromac shall not be obliged to supply a portion at a corresponding part of the price quoted for the total.

3.4. If certain costs and expenses in the Quotation are not yet known, these are included as pro memoria (PM). The final invoice is then created on the basis of (after) calculation, unless the parties have agreed otherwise.

4. Establishment of the Agreement

4.1. An Agreement is only achieved through one of the following events:

- (a) Written acceptance by Euromac or Euromac's commencement of execution of an order placed by the Client – whether or not given verbally – towards the performance of certain (assembly) activities and/or services and/or the supply of certain matters;
- (b) Acceptance – whether or not verbally – by the Client of a quotation by Euromac;
- (c) Signing of any Agreement by or on behalf of Parties;

4.2. The written acceptance referred to in the preceding paragraph under sub (a) and (c) or agreement signed by the parties, the Euromac quotation referred to in the preceding paragraph under sub (b) or the Euromac invoice under any Agreement (whether or not seen in conjunction) are considered to reflect the content of the agreement correctly.

4.3. The agreement replaces and supersedes all prior proposals, correspondence, agreements or other communication between the Parties that has taken place prior to entering into the Agreement, however much they may differ from or conflict with the contents of the final Agreement.

4.4. Changes and/or additions to the Agreement shall only apply after acceptance thereof by Euromac, in writing or by actually executing the Agreement as specified by the Client in accordance with the changes and/or additions. EUROMAC shall never be held to accept modifications and/or additions to an Agreement and is entitled to demand that a separate Agreement be entered into in this regard.

4.5. As extra work is considered everything that is supplied and/or fitted or performed by Euromac during the execution of the Agreement, in consultation with the Client, whether or not in writing, beyond the (assembly) activities set out in the Agreement, and beyond the quantities set in the Agreement.

4.6. The Client shall be deemed to have adequately informed himself prior to the acceptance of any Quotation of the capabilities and limitations of the goods bought by him. The Client may not derive any rights from advice, drawings and designs given by Euromac for the conclusion of the Agreement; these are non-binding and need to be tested by the Client personally.

4.7. Data derived in catalogues, pictures, drawings, size and weight indications and such from Euromac are only binding on the Client if and for as far as this is explicitly included in an Agreement.

5. Representation

Commitments by and agreements with Euromac employees shall only bind Euromac towards the Client if and to the extent that these commitments and/or agreements were ratified or confirmed to the client in writing by an Euromac employee (or employees) authorised to do so according to the trade register.

6. Implementation of Agreement

6.1. EUROMAC is entitled to have the agreed to services and/or the work to be done, performed by third parties, without affecting Euromac's obligation towards the execution of the Agreement and Euromac's ultimate responsibility therefore.

6.2. All work to be performed under the Agreement and/or services to be provided will be carried out by Euromac during office hours on weekdays, unless otherwise agreed in writing between the parties.

- 6.3. The Client shall do everything that is reasonably necessary or appropriate to ensure a timely and correct implementation of the Agreement by Euromac, in particular through the timely delivery of complete, proper and clear data and/or materials.
- 6.4. Parties acknowledge that the service provision is of great importance in the value of the delivered goods and services, including information for buyers, product knowledge and handling of any complaints and warranty claims.
- 6.5. The Client guarantees that its staff obtained sufficient knowledge of the Euromac products, and will ensure that the knowledge level remains on par, also with regard to new Euromac products.
- 6.6. The Client will reserve sufficient space at the selling points where the Euromac products are offered to present and promote the products. The Client will be involved in the sales promotion of Euromac products at these points of sale, and will cooperate in special campaigns initiated by Euromac, including showing displays, giving demonstrations, trade-in promotions and other activities.
- 6.7. The Client will maintain a reasonable stock of Euromac products, which is enough to meet the demand as it appears from the figures for the past year. The Client will keep at least 50% of the Euromac product range in stock, and actively offer this for sale to its customers.

7. Mounting / Installation

- 7.1. The Client is – where applicable – responsible towards Euromac for the correct and timely implementation of all devices, facilities and/or conditions, necessary for the erection of the object to be mounted and/or the correct operation of the object in its mounted state, except if and insofar as the implementation is carried out by or on behalf of Euromac according to information and or drawings supplied by or on behalf of the latter.
- 7.2. Without prejudice to the provisions of the first paragraph, the Client shall in any case ensure at his own risk and expense that:
- (a) the Euromac staff, once arriving at the place of this assembly, can start the work and continue to do so during normal working hours and in addition, if Euromac deems it necessary, after normal working hours, provided that he has informed the Client of this in a timely manner;
 - (b) suitable housing and/or all the facilities for the Euromac staff required for the work under government regulations and the Agreement are present;
 - (c) the entrances to the assembly location is suitable for the required transport;
 - (d) the preferred location is suitable for storage and installation;
 - (e) the necessary locked storage places for equipment, tools and other items are present;
 - (f) the necessary and usual assistants, mechanic assistants, auxiliary and operating materials (fuel, oils and lubricants, cleaning and other small material, gas, water, electricity, power, compressed air, heating, lighting etc. included), and the normal measuring and test equipment required for the Client's company are at the disposal of Euromac, in the right place at the right time;
 - (g) all the necessary safety and precautionary measures are taken and maintained, as well as that all measures have been taken and maintained in order to comply with applicable government regulations within the context of the assembly/installation;
 - (h) the supplied goods are present in the right place at the start of and during the assembly.
- 7.3. Damages and costs arising due to noncompliance or late compliance with the conditions laid down in this article, are for the client's account.

8. Prices

- 8.1. All prices quoted by Euromac or agreed between the parties are always excluding sales tax and/or other charges imposed by the Government as well as excluding packaging and transport costs, this in as far as it is not agreed otherwise in writing
- 8.2. Until an Agreement is completed, Euromac reserves the right to make changes to the cost factors arising from Government measures, price changes by Euromac suppliers or other circumstances that lead to cost increases and that Euromac has no decisive influence on.
- 8.3. If Euromac has agreed with the Client that goods supplied by Euromac will also be assembled by Euromac, then the price for the goods includes this assembly and handover of the goods ready at the location stated in the quotation, including all costs, except the costs not included in the price according to the preceding paragraphs.
- 8.4. Euromac establishes the price for which it will sell its products to the Client and reserves the right to change this annually or seasonally.
- 8.5. Euromac provided the supplier with a list of retail prices. These prices offer a guideline where profitable margins can be achieved, given the costs and investments of the Client in sales support and service. The Client is free to deviate from the recommended retail prices and the supplier is free to determine the price to the end consumer.

9. Cancellation

- 9.1. Until such time that Euromac has started with the performance of an Agreement, both the Client and Euromac are entitled to cancel the agreement in writing.
- 9.2. In case of cancellation of the Agreement by the Client, the Client shall compensate Euromac for the damage. Under this damage is in any case - therefore not exclusively – understood the losses and loss of profits suffered by Euromac and in any case the costs that were already incurred by Euromac in preparation.

10. Supply and delivery periods

- 10.1. Unless otherwise agreed in writing, the purchased goods are supplied by Euromac in accordance with the specifications claimed by the manufacturer thereof and subject to the tolerances specified or usual for the purchased goods.
- 10.2. All delivery dates specified by Euromac or agreed between the parties shall never apply as deadlines, unless explicitly agreed upon otherwise in writing. The delivery times indicated by Euromac are fixed in the expectation that there are no obstacles that will prevent (timely) delivery. When exceeding the delivery times, EUROMAC shall only be in default if the Client informs Euromac of its default in writing and the required reasonable time to still comply with the Agreement – of at least fourteen (14) days – has expired.
- 10.3. If the full information and/or materials, which is deemed necessary for Euromac for the execution of an Agreement, is not made available by the Client in good time, Euromac will, in consultation with the Client, determine a new delivery date after receipt by Euromac of the necessary information by Euromac and/or materials.
- 10.4. Supply by Euromac is – unless agreed otherwise between the parties in writing – "ex warehouse", where the goods are situated. Parties may agree to "free delivery" supplies on condition that the delivery location is easily reachable for Euromac by tarred road and the Client will personally take care of the offloading of the delivered goods and the necessary equipment at the delivery location, at its own expense.
- 10.5. If the Client does not accept or take possession of the goods to be delivered on the agreed delivery date, the goods to be delivered by Euromac shall be held for a reasonable period for account and risk

of the Client. In such cases, Euromac shall be entitled to charge (extra) transport, storage and insurance costs.

- 10.6. Damage to and loss of or goods supplied or offered under the Agreement are from the time of delivery are presentation accountable to and for the risk of the client.
- 10.7. Euromac is at all times entitled to deliver in parts and to charge partial deliveries as separate deliveries to the Client.

11. Payment

- 11.1. The Client must pay the amounts due within the payment period indicated on the invoice, or, failing that, within 30 (thirty) days of the invoice date, without being able to rely on any discount, set-off or suspension. In the event of late payment, the Client shall be in default without notice of default be required by Euromac.
- 11.2. All claims by Euromac on the Client are immediately due and payable in the following cases:
- (a) If, after the conclusion of the Agreement Euromac were to become aware of conditions (for example: curatorial or executory seizures on the Client) that offers good grounds to fear that the Client will be unable to fulfil its obligations, this entirely at the discretion of Euromac;
 - (b) If Euromac has asked the Client at the conclusion of any Agreement to provide security for the performance and that this security is not provided or insufficient;
 - (c) In the event of the Client's liquidation, bankruptcy or requesting suspension of payments or – if the Client is a natural person – the implementation of the Debt Rescheduling Act involving Natural Persons (DRANP) on the Client.
- 11.3. Regardless of the agreed terms of payment, Euromac shall be entitled to require sufficient collateral for the payment before the execution of an Agreement – in the form of advance payment, a bank guarantee or otherwise – and to suspend the execution of the Agreement or to cease if and as long as this collateral cannot be given.
- 11.4. When exceeding the term of payment, in addition to the invoice amount, the Client shall owe interest on the invoice amount at the rate of 1%, at least the statutory commercial interest at any time if this is higher, for each month or part of a month that payment is not provided.
- 11.5. All actual internal and external costs – both extrajudicial as a court – incurred by Euromac which are due to non-compliance by the Client of its payment obligations shall be borne by the Client. The extrajudicial costs are payable between Parties established on the basis of the legal Tier extrajudicial collection costs on 1 July 2012, which is found on the administration of Justice website: www.rechtspraak.nl

12. Inspection and hand-over inspection, commercials

- 12.1. The Client will inspect an item within fourteen (14) days of delivery as referred in the article 10 or – if assembly/installation was agreed to – within fourteen (14) days after the assembly/installation. If this term has expired without written and specified message of justified complaints to Euromac, the item shall be deemed to be accepted, including assembly/installation if this was agreed to.
- 12.2. When a hand-over inspection has been agreed upon, the Client shall give Euromac the opportunity to perform the necessary tests, as well as to implement those improvements and changes which Euromac considers necessary after the receipt or, if assembly/installation was agreed, after the assembly/installation. The hand-over inspection will take place immediately after Euromac has been requested, to be held in the presence of the Client. If the hand-over inspection is conducted without specified and legitimate complaint, and if the Client fails to meet the above-mentioned obligations, the item shall be deemed to be accepted.
- 12.3. The Client shall provide the necessary facilities as well as representative samples of any materials to be processed for the hand-over inspection and for any tests in sufficient quantities, free of charge, in

the right place and at the right time, to the disposal of Euromac, so that the conditions of use as intended by the Parties for the item, can be simulated as much as possible. If the Client does not comply with this, the second paragraph, last sentence shall be applicable.

- 12.4. In case of unknown flaws, including those that would not, or hardly affect the item's intended use, the item will be considered as being accepted regardless of these shortcomings. EUROMAC will still resolve such flaws as soon as possible.
- 12.5. Without prejudice to Euromac's obligation to fulfil its warranty obligations, the acceptance according to the preceding paragraphs shall exclude any claim by the Client in respect of a shortcoming in Euromac's performance.
- 12.6. If Euromac considers a claim or claims justified, it shall at all times be entitled to supply the purchased or comparable goods and/or to still carry out the (assembly) work, to restore the defect or to credit the Client for a proportionate part of the invoice, this to Euromac's discretion.
- 12.7. Processing or the use of goods supplied by the Client as well as giving it in the hands of third-parties, shall cancel all rights to any claim.
- 12.8. A complain shall not give the Client the right to refuse or suspend payment.

13. Guarantee

- 13.1. Without prejudice to the restrictions laid down below, Euromac shall guarantee both the soundness of the goods supplied by it as well as the quality of the material used and/or supplied for them, as far as it concerns non-observable defects of the delivered item at the time of the approval or hand-over inspection, of which the Client proves that it occurred within six (6) months after the delivery, exclusively or predominantly as a direct result of an inaccuracy in the construction applied by Euromac or as a result of faulty workmanship or the use of inferior material.
- 13.2. The first paragraph shall apply mutatis mutandis to non-observable defects in an inspection or a hand-over inspection that are caused exclusively or predominantly by Euromac's improper assembly/installation. If the assembly/installation of the item was done by Euromac, the guarantee period of six (6) months referred to in the first paragraph shall commence from the day that the assembly/installation is completed by Euromac, except in that case the warranty period shall end if at least twelve (12) months have expired after delivery.
- 13.3. Defects falling under the guarantee referred to in paragraphs 1 and 2 will be eliminated by Euromac by repair or replacement of the defective part, whether or not at Euromac's premises, or by sending a part in replacement, always at Euromac's discretion. All costs which exceed the mere obligation as described in the previous sentence, such as but not limited to transport costs, travel and accommodation expenses as well as the costs of disassembly and assembly are for the client's account.
- 13.4. In any case, not falling under the warranty are defects that occur wholly or partially as the result of:
 - (a) non-compliance with the operating and maintenance instructions or use other than the intended normal use;
 - (b) normal wear and tear;
 - (c) assembly/installation or repairs by third parties, including the Client;
 - (d) the application of any Government instructions regarding the nature or quality of the materials used;
 - (e) materials or goods used in consultation with the Client;
 - (f) materials or goods which were provided by the Client to Euromac;
 - (g) materials, goods, operating procedures and structures, applied on the express instruction of the Client, as well as materials or goods supplied by or on behalf of the Client;
 - (h) third-party components used by Euromac, in so far as the third party did not provide any guarantee to Euromac.

- 13.5. If the Client doesn't comply, or doesn't comply properly or timely with any obligation applicable to him based on the Agreement concluded with Euromac or based on a related Agreement, Euromac shall not be bound by any warranty of any kind related to any of these Agreements. If the Client proceeds without the prior written approval of Euromac with disassembly, repairs or other work on the goods, any claim under the guarantee will become void.
- 13.6. If Euromac replaces parts/goods in fulfilment of its warranty obligations, the replaced parts/goods will become Euromac's property.
- 13.7. The repair or overhaul work performed by Euromac or other services, unless agreed otherwise, are only guaranteed on the quality of the implementation of the assigned activities, and this for a period of six (6) months. This warranty covers Euromac's only obligation of redoing the relevant work in the event of inferiorly, as far as it was inferior. In that case, the second sentence of the third paragraph apply mutatis mutandis.
- 13.8. In respect of inspections, advice and similar operations carried out by Euromac, no guarantee is given.
- 13.9. Euromac's alleged failure to fulfil its warranty obligations does not relieve the Client of its obligations arising from any Agreement concluded with Euromac.

14. Retention of ownership

- 14.1. Without prejudice to the rest of the Conditions, all goods delivered by Euromac remain the property of Euromac until the time of payment of all its claims against the Client which fall within the scope of article 92 book 3 of the Dutch Civil Code, on any grounds whatsoever and regardless of the acceleration of payment, including interest and costs.
- 14.2. Until all of Euromac's claims are fully met, the Client is not allowed to alienate the goods to third parties or to transfer possession thereof to a third party – except in the normal course of exercising the Client's business – or to pledge these goods to third parties and/or to encumber the goods otherwise to the benefit of third parties.

15. Liability

- 15.1. EUROMAC is only liable to the Client for the damage it suffers (i.e. direct damage) as a direct result of gross negligence or intent by Euromac (staff).
- 15.2. EUROMAC is in any case not liable for:
- (a) indirect damage – therefore not exclusively – such as corporate loss, consequential loss, or losses due to delays by Client (including business failure, any loss of income, etc.), arising from any cause at all. Client must take out proper insurance against this damage, if required;
 - (b) damage caused by acts or omissions of the Client or third parties in violation of or contrary to the instructions provided by Euromac or the in violation with the agreement and the Conditions;
 - (c) EUROMAC is not liable for damages of any kind that arises because or after client took goods delivered in use, processed or treated, shipped to third parties, or gave it in use or allowed processing or treatment or allowed it to be shipped to third parties;
 - (d) damage caused by actions and/or omissions of third parties, including assistants appointed by Euromac;
 - (e) damage arising from errors in data/material that was made available by the Client to Euromac in the implementation of an Agreement;
 - (f) damages caused by misunderstandings or errors with regard to the performance of an Agreement if this was caused by the Client's actions, such as late or non-delivery of complete, sound and clear data and/or materials.
- 15.3. EUROMAC is not liable for any damage of the Client if the relevant shortcoming is the result of force majeure as intended in article 14.

- 15.4. If and to the extent that Euromac may be liable for the Client's damage, this liability shall at all times be limited to the amount accepted and payable under a liability insurance by Euromac's insurer (if any) on the basis of a damage report, plus Euromac's own risk (if any) under such insurance. A series of connected damage-causing events apply for the application of this article as one event/damage case.
- 15.5. If at the time of the damage, Euromac does not have a liability insurance as referred to in the preceding paragraph or under any liability insurance for any reason, no payment takes place, Euromac's liability shall at all times be limited to a maximum of the fee agreed between the parties for the implementation of the relevant Agreement from which Euromac's liability is the result. If the agreement is primarily a continuing performance contract, the agreed price is set at maximum the total amount of the agreed compensation for the three (3) months prior to the time when the damage occurred, excluding VAT and other levies imposed by the public authorities (as far as that was paid by the Client).
- 15.6. The limitation and/or exclusion of liability resulting from the Conditions also applies for the Euromac staff and assistants that are involved by Euromac in the implementation of the agreement.

16. Force majeure

- 16.1. Under Force majeure is understood any shortcoming of Euromac in the fulfilment of an agreement which is not attributable to Euromac. Euromac may not be held accountable for a shortcoming if this is not their fault and neither can they be held accountable for this by virtue of the law, the agreement or according to generally acceptable opinions. Under Force majeure is in any case understood – therefore not exclusively – a shortcoming of Euromac as a result of:
- (a) bankruptcies of and/or serious disruptions in the production process at Euromac's suppliers, including utilities;
 - (b) non-delivery of necessary materials and semi-finished products by third parties;
 - (c) intent or gross negligence of temporary staff;
 - (d) work strikes;
 - (e) excessive absenteeism of Euromac staff and/or personnel of third parties appointed by Euromac in the implementation of the agreement;
 - (f) fire;
 - (g) exceptional weather conditions (like flooding);
 - (h) Government measures (both national and at European level), including import and export bans and import and export obstructions;
 - (i) war, mobilization, civil disturbance, riot, state of siege;
 - (j) sabotage;
 - (k) transport blocks;
 - (l) machinery failure;
- 16.2. In case of force majeure, Euromac shall have the choice either to suspend the execution of the Agreement until the force majeure situation has ceased to exist, or to cancel the agreement, whether or not after initially opting for suspension, either completely or partially. In both cases, the client has no right to any compensation. If the period during which the fulfilment of the obligations by Euromac is impossible due to force majeure lasts longer than two (2) months, the Client is also authorized to cancel the agreement, without an obligation to pay mutual compensation.
- 16.3. If Euromac has already met part of its obligations at the time of the commencement of force majeure or it can only partially meet its obligations, they shall be entitled to invoice separately and the Client is obliged to pay that part of this invoice as if it were a separate Agreement.
- 16.4. EUROMAC also has the right to invoke force majeure if the non-chargeable circumstance that prevents the fulfilment of an obligation occurs after Euromac should have complied with its obligations to the Client.

17. Intellectual property rights

- 17.1. All intellectual property rights relating to goods delivered by Euromac, work performed and/or services rendered, including – therefore not exclusively – in relation to designs, drawings, models, descriptions, software, techniques, text, data and images, are the property of Euromac or its licensor(s) and are expressly reserved.
- 17.2. The other party shall at all times respect all Euromac's intellectual property rights and that of its licensor(s). Other than for private use of goods supplied by Euromac, activities and/or services carried out for the purpose for which these have taken place, nothing may be reproduced, published, modified or otherwise used in any manner whatsoever without the express permission of Euromac or its licensor(s).
- 17.3. EUROMAC shall indemnify the Counter party against claims by third parties based on the assertion that the Counter party violates intellectual property rights of those third parties through the use of and/or in the context of products created, supplied and/or made accessible by Euromac under the Agreement, if the counterparty informs Euromac immediately in writing of the existence and content of the claims, leaves the treatment of the claim fully with Euromac and follow all Euromac's instructions in this regard.
- 17.4. If the violation of rights referred to in the third paragraph on intellectual property rights is established irrevocably or irrevocably admitted by Euromac, Euromac will either take back the concerned products of the Counter party, at (re)payment of the acquisition costs minus a reasonable usage fee, or allow the Counter party to continue to use the relevant products or functionally equivalent products while upholding the Agreement. EUROMAC is not liable/obligated to indemnify the other party in any other and/or further sense. This indemnification obligation shall lapse if and insofar as the products provided, established and/or made accessible by Euromac under and/or in the framework of the Agreement were changed or used by someone other than Euromac in violation of the Agreement, with the Conditions and/or with the law.

18. Termination of the Agreement

- 18.1. EUROMAC has the right to cancel the Agreement with immediate effect, without prior notice, as a whole or in part, and/or to (then) terminate it – without any obligation by Euromac to compensate the Client in that context – if:
- (a) The Client fails to comply with one or more of the obligations from the Agreement, if this is not complied with timely or not properly complied with;
 - (b) The Client is in suspension of payment or requested this;
 - (c) The customer has been declared bankrupt or an application for bankruptcy has been submitted against or by the Client;
 - (d) The Debt Rescheduling Act on Natural Persons (DRANP) applies to the Client – if the Client is a natural person – or a request has been submitted by the Client;
 - (e) a third party attaches the Client's property (curatorial or executorial);
 - (f) Client is a legal person and the legal person is dissolved and liquidated, or, if the Client is a natural person, the Client dies or is no longer able to operate his company;
 - (g) Other circumstances arise which endanger Euromac's access to justice, this entirely at the discretion of Euromac.
- 18.2. If one or more of the items referred to in the previous paragraph occurs, all claims Euromac has on the Client is immediately due and payable.

19. Information and Communication

- 19.1. If the Conditions state that communications should be "in writing", this communication – if desired – may also be carried out by fax or e-mail, except insofar as the Agreement and/or the law deviates in a legally enforceable way.
- 19.2. The version stored in Euromac's automation system of the relevant electronic communication between the Parties serves as evidence of the existence and the content thereof, in the absence of proof to the contrary by the client

- 19.3. Electronic communication shall be deemed to have been received on the day and time of dispatch, unless the contrary is proven by the receiver thereof. If the communication is not received as a result of delivery and/or accessibility issues related to the Client's mailbox, this shall be at the risk of the Client, whether or not the mailbox is housed at a third party.

20. Time limits

- 20.1. Legal action and other competences of the Client, for whatever reason, towards Euromac in connection with the performance of any Agreement expire after six (6) months after the date on which the Client became aware of or should reasonably have known of the existence of these rights and powers and based on which no written claim was deposited with Euromac before the expiry of that period or at least one (1) year after the date on which the implementation of the Agreement by Euromac was completed. The stated terms are time limits and are therefore not susceptible to interruption by the Client.
- 20.2. In case a written claim is deposited with Euromac by the Client within one of the deadlines set in the first paragraph related to its performance rendered or not rendered under the relevant Agreement, then any legal claim of the Client in that regard shall likewise be void if Euromac is not legally summonsed within a period of six (6) months after receiving the relevant written claim. This term is also a time limit and is therefore not susceptible to interruption by the Client.

21. Applicable law and disputes

- 21.1. Dutch law applies to all agreements concluded between the parties, with the exclusion of all other legal systems. As far as it could be involved, the Vienna Sales Convention does not apply.
- 21.2. By way of derogation from the legal rules for the jurisdiction of the civil court, any dispute between the Parties on an Agreement concluded under the applicability of the Terms and Conditions or the application and explanation of the applicable Conditions itself, shall be settled, whether or not in summary proceedings, by the (President of the) Court of Overijssel, city of Zwolle, except insofar as mandatory law opposes this. However, Euromac itself remains qualified to sue the Client to appear before the competent court according to the law or any applicable treaty.

Version: 27 June 2013

Deposited with the Chamber of Commerce Eastern Netherlands under the number 05056313.