

Duonell bv

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General Terms and Conditions:

Duonell B.V.
Stationsstraat 60
6026 ZH MAARHEEZE

Registered with the Chamber of Commerce and Industries of Brabant under number: 17130162

Clause 1: Scope of application, definitions

1. These terms and conditions apply to all offers and all agreements for purchase and sale and to all commission contracts including all agreements for the development or manufacture of tailor-made products and agreed installation work, of Duonell B.V., having its Registered Office in Maarheeze, hereinafter referred to as "Duonell".
2. The purchaser or respectively the customer, will hereinafter be referred to as "the counter-party".
3. Provisions that deviate from these Terms and Conditions will only form part of the agreement entered into between the parties if and insofar as both the parties expressly agree to the same in writing.
4. "In writing" for the purposes of these General Terms and Conditions shall mean: by e-mail, fax or any other method of communication which may be regarded as equivalent to the same, in accordance with advances in technology and conventional practices.
5. The advice, calculations, drawings, reports, designs for installations, etc. to be made by Duonell and/or to be supplied by the counterparty will hereinafter be referred to as "the documents" The "documents" will mean written documents, for the purposes of these General Terms and Conditions. The "written" documents will also include work recorded on other media, such as on computer discs, CD-ROMS, diskettes or any other data carriers whatsoever. The above shall apply unless expressly agreed otherwise between the parties in writing.
6. If (any part of) a provision contained in these General Terms and Conditions becomes invalid, the validity of the remaining provisions will not be affected.
7. If at any time, Duonell does not demand fulfilment of anything that may have been agreed between the parties, this will not prejudice the right of Duonell to demand such fulfilment later on.
8. The counter-party cannot base any claim on the fact that a copy of the General Terms and Conditions were not provided to him, if Duonell has already handed over the same to it several times in the past and has drawn its attention to the same.

Clause 2: Agreements, orders

1. Verbal agreements will only bind Duonell after Duonell confirms the same in writing.
2. It is expressly stated that Duonell only enters into each agreement subject to the suspensive condition that it is satisfied concerning the creditworthiness of the counterparty, subject to Duonell's sole discretion. In this connection, the counterparty is bound to allow Duonell to demand information from it in this connection, if so required.
3. The orders of the counterparty should be accompanied by a clear, written description of the nature of the order.

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4. Changes in an order that has been issued once in writing should also be notified in writing, accompanied by a clear description of such changes. Changes will only be binding on Duonell if the same are confirmed by it in writing.
5. Additions or changes to the General Terms and Conditions or other changes or additions to the agreement will only be binding if Duonell confirms the same in writing.
6. Duonell is not bound by agreements or commitments made by its subordinate employees with the counterparty. In case of doubt, the counterparty should contact Duonell in this connection.

Clause 3: Offers and Tenders

1. All offers, tenders, price and rate lists, etc. of Duonell are non-binding, unless they specify a date for acceptance. If an offer or bid contains a non-binding offer, and such offer is accepted by the counterparty, Duonell will have the right to recall the offer within two working days of receipt of the acceptance.
2. If Duonell issues a multi-part price quotation, Duonell is not bound to deliver a part of the articles or services as mentioned in the offer, or to perform a part of the work contained in the offer or tender for a corresponding part of the price.
3. Prices or rates contained in offers are based on information provided by the counterparty at the time of issuing the order. If this information changes later on, the prices or rates may be revised accordingly.
4. Offers, tenders and prices and rates will not automatically apply to future orders.
5. If the counterparty's acceptance deviates from the offer, Duonell is not bound by the same. In such case, no agreement is deemed to exist unless the parties expressly agree otherwise in writing.
6. Samples and models, that are shown or provided, as well as examples of documents and statements of dimensions, capacities, functionalities and other descriptions contained in brochures, promotional material and/or on Duonell's website will be as accurate as possible, but are only indicative. No rights may be derived from the same, unless the parties expressly agree otherwise in writing.
7. The samples, models and specimens mentioned in the previous paragraph will always remain Duonell's property and should be returned on Duonell's first request, unless the parties expressly agree otherwise in writing.
8. At the time of making an offer, Duonell accepts no responsibility for documents prepared by or on behalf of the counterparty and/or by third parties, and also not for the specifications relating to dimensions, sizes, materials, etc specified therein.
9. Duonell shall have the right to charge the counter-party the costs of making the offer or bid, provided Duonell notifies the counter-party about such costs in advance in writing.
10. If the counter-party does not accept an offer or bid, it is bound to return all the documents provided along with the offer or bid to Duonell on Duonell's first request for the same.

Clause 4: Engagement of third parties

If and insofar as the proper execution of the agreement requires this, Duonell shall have the right to have third parties carry out certain deliveries or work. The above will be subject to Duonell's discretion.

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**Clause 5: Obligations of the counter-party**

1. The counter-party should ensure the following:
 - a. that the information if any required for the execution of the agreement, if any, should be provided to Duonell in the desired form;
 - b. the information carriers, electronic files, software, etc. supplied by the counterparty to Duonell should be free of viruses and/or defects;
 - c. if the work is to be carried out at the counterparty's location, or at a location specified by the counterparty, Duonell must always be provided with the correct address details of such location, at the latest one month before the commencement of such work. The above shall apply unless expressly agreed otherwise between the parties in writing.
 - d. if the work is to be carried out at the counterparty's location, or at a location specified by the counterparty, Duonell must have access to such location at the previously notified working hours.
 - e. at the location where Duonell and/or the third parties engaged by Duonell are required to carry out work in connection with the execution of the agreement, the reasonable other facilities desired by Duonell and/or aforesaid third parties should be provided free of cost;
2. The counter-party will ensure that the information to be provided is correct and complete. The counter-party indemnifies Duonell for the consequences that follow from the incorrectness and/or incompleteness of the information.
3. Duonell will treat the information received from the counter-party as confidential and will not make the same available to third parties without the counter-party's consent.
4. The counter-party will inform Duonell in time about developments taking place within the counter-party's organisation that are or may be relevant to the execution of the agreement.
5. If the obligations mentioned in this Clause are not fulfilled in time, Duonell will have the right to suspend the execution of the agreement until the counter-party fulfils the said obligations. The costs of delays if any, or the costs of performing extra work, or other consequences that Duonell may suffer as a result, will be at the cost and risk of the counter-party.

Clause 6: Delivery, Delivery periods

1. Specified deadlines within which the articles or documents must be provided or the work must be completed, may never be regarded as binding deadlines, unless the parties expressly agree otherwise in writing. If Duonell does not fulfil its obligations under the agreement, or fails to do so in time, it should be issued with a written notice of default, granting it a reasonable period of time to fulfil its obligations.
2. In case of delivery or performance of work in instalments, each delivery or phase will be regarded as a separate transaction and Duonell may raise a separate invoice for each such transaction.
3. The risk relating to the articles supplied will pass to the counter-party at the time of delivery. For the purposes of these General Terms and Conditions, 'delivery' will mean the following: the time at which the articles to be delivered leave Duonell's premises or stores or shop, or are placed at the disposal of the counterparty for collection.
4. The articles ordered will be despatched or transported in the manner specified by Duonell, but at the counter-party's cost and risk. Duonell is not liable for damage of any nature or form whatsoever relating to the despatch or transport, and whether or not such damage is caused to the articles themselves. The above shall apply unless expressly agreed otherwise between the parties in writing.

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5. In deviation from the provisions of sub-clauses 3 and 4 above, in connection with installation work, the risk relating to the articles to be supplied and installed by Duonell will pass to the counterparty when these articles are placed at the disposal of the counterparty at the counterparty's location or at the location designated by the counterparty.
6. If it does not seem to be possible to deliver the articles to the counterparty, or if these articles are not collected in time or if it does not seem to be possible to carry out the work agreed for the contract, due to a ground that lies within the scope of control of the counterparty, Duonell reserves to itself the right to store these articles or the materials, components, etc. procured for the work, at the risk of the counterparty.
7. Unless the parties expressly agree otherwise in writing, Duonell will not charge the counterparty any storage cost for the storage as mentioned in sub-clause 6 above, for the first three months. If after the expiry of this period, the counterparty does not enable Duonell to carry out the agreed work or to deliver the ordered articles, or the ordered articles are not collected, Duonell will have the right to charge storage costs equal to 1% of the sale value of the ordered articles, or 1% of the sale value of the materials, components, etc. purchased for the execution of the work, or to sell these articles or materials, components, etc., to third parties.
8. The above will not affect the counterparty's obligation to pay the agreed price (with deduction of the proceeds if any of the sale mentioned in Clause 6.7 above), together with the storage and/or other costs if any.
9. In order to ensure that the counter-party fulfils its financial obligations, Duonell will have the right to demand security or advance payment from the counter-party before making delivery or executing the order.

Clause 7: Progress and Execution of the Agreement

1. Duonell cannot be obliged to commence performance of work or delivery of articles or provision of services, until all the information required for the same is in Duonell's possession, and Duonell has received the (advance) payment if any agreed. If delays arise as a result, the specified delivery/handover periods will be adjusted proportionately.
2. If the deliveries or work cannot be done in the normal manner or without interruption due to circumstances for which Duonell is not to blame, Duonell will have the right to charge the counterparty the costs arising from the same.
3. If during the execution of the agreement, it appears that such execution is not possible, either due to circumstances not known to Duonell or due to any force majeure conditions whatsoever, Duonell will consult with the counter-party concerning such changes in the agreement, whereby the execution of the agreement will become possible. Duonell will inform the counterparty about the possible consequences that a change may have on the agreed charges and/or the agreed (final) delivery periods. The above will apply except where the performance of the agreement is rendered permanently impossible due to unknown circumstances or force majeure. Duonell will in such case have the right to full compensation of the work already done or deliveries already made by Duonell.

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**Clause 8: Packing**

1. The packaging in which articles are delivered, which is not intended for one-time use, will remain the property of Duonell, and the counter-party should not use the same for any other purposes than those for which it is intended.
2. Duonell has the right to charge the counter-party a compensation for such packaging. Duonell is bound to take back such packaging at the price charged to the counterparty. The above shall apply, provided the packaging is returned with free delivery within a period of time after the delivery date as specified by Duonell, or at a time agreed between the parties.
3. If the packaging is damaged, incomplete or lost, the counter-party will be liable for such damage and will lose its right to repayment of the charges paid for the packaging.
4. If the damage as per sub-clause 3 of this Clause exceeds the packaging charges, Duonell will have the right not to take back the packaging. Duonell may charge the counterparty for the packaging at cost price, minus the packaging charges paid by the counterparty.

Clause 9: Extra work and reduction in work

1. Extra work and reduction in work should be agreed in writing or orally between Duonell and the counter-party and should be confirmed in writing if necessary.
2. Settlement of extra work and/or reduction in work will always take place:
 - a. in case of changes in the original order;
 - b. in case of unforeseeable cost increases or reductions.
3. Payment for extra work and reduction in work will be made in one lump sum at the time of final settlement, unless parties have expressly agreed otherwise in writing.

Clause 10: Delivery and approval

1. If the agreement (also) relates to the performance of the work, Duonell will notify the counterparty at the time of completion of the work, that the agreed work has been completed and is ready and that the installed article or the article on which the work has been carried out, is ready for use.
2. The work will be deemed to have been supplied in accordance with the agreement if the counterparty has inspected and approved the article on which the work has been carried out, or the operation of the installed article.
3. The work will also be deemed to have been supplied in accordance with the agreement if the counterparty, within a period of 2 weeks after receiving the notification mentioned in Clause 10.1, has not lodged a complaint with Duonell.
4. Work of third parties engaged by the counterparty that has not been done or completed by them as yet, which affect the proper use of the article on which the work has been carried out or the installed article, will have no effect on the readiness for use or the delivery of this article, and on the work agreed with the counterparty in connection with the same.
5. If the counterparty, after the delivery mentioned in this clause has taken place, still finds defects, deficiencies, etc. in relation to the developed article, these defects, deficiencies, etc. will be subject to the provisions of clause 11 of these General Terms and Conditions.

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**Clause 11: Complaints and claims**

1. The counter-party is bound to inspect articles as soon as it receives them. Visible damage, defects, shortcomings, deficiencies and/or deviations if any in the number of units should be recorded on the consignment note or the accompanying documents and should be notified to Duonell immediately, but always within 2 working days of the receipt of the articles.
2. Other complaints – including complaints relating to the work done – should be notified to Duonell by registered letter immediately after they are discovered. All the consequences of not immediately notifying the same will be at the risk of the counter-party. The complaints or claims should in any case be notified to Duonell within 6 months of (final) delivery.
3. If the aforesaid complaints are not notified to Duonell within the time periods mentioned above, the goods delivered or the work done, or services rendered will be deemed to have been received in a good condition without defects, or, respectively, work will be deemed to have been properly performed in accordance with the agreement.
4. No complaints can be made in relation to discolouration of the supplied articles, due to the effect of light.
5. Complaints or claims will not suspend the payment obligations of the counter-party.
6. Duonell should be provided an opportunity to investigate the complaint. If, in order to investigate the complaint, it is necessary for the goods to be returned to Duonell, or if it is found necessary to provide Duonell with an opportunity to investigate a complaint at site, Duonell will only be bound to bear the costs and risks of such return of goods if Duonell has expressly given its written consent for the same in advance, and the counter-party is bound to pay the other costs relating to the investigation.
7. The goods will always be returned in their original packing or packaging, in a manner as specified by Duonell.
8. If on delivery, it is found that the nature and/or composition of the articles has been modified, or that the articles have been processed or worked in whole or in part, or damaged or repacked, all rights to make complaints will be extinguished.
9. In case of valid complaints, the damage will be handled as provided in Clause 12.

Clause 12: Liability and Guarantee

1. Duonell will fulfil its obligations as may be expected of a company in its sector, but will not accept any liability for damage, including damage for death or injury, consequential damage, loss of profits, financial loss and/or losses due to production delays that result from acts or omissions of Duonell, its personnel or third parties engaged by Duonell, except insofar as the provisions of mandatory law provide against the same.
2. The limitations on liability contained in this Clause will not apply if the damage is caused deliberately and/or due to conscious recklessness of Duonell, its Board of Directors and/or managerial staff.
3. Without prejudice to the provisions of the other sub-clauses of this Clause, Duonell's liability - on any grounds whatsoever - will be limited to the amount of the invoice for the articles supplied and/or the work done.
4. Without prejudice to the provisions of the previous sub-clauses, the liability will be limited at all times to the maximum of the amount of the benefit payment made by the insurer if any, insofar as Duonell is insured for the same.

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5. Duonell guarantees the conventional, normal quality and soundness of the goods delivered; the actual life of the same can however, never be guaranteed.
6. Duonell will, in case of documents that it has not made itself, only accept responsibility for the correct installation of the articles and for the soundness of the materials used for the same. The exception to this relates to components, for which the counterparty has expressly specified a particular brand or type of material.
7. If Duonell procures materials, components, etc. from third parties, for the production of the articles or other work on the articles, Duonell will rely on information concerning the behaviour and characteristics of the same, provided to Duonell by the supplier of materials, components, etc. On the grounds of the above, Duonell is not liable for damage of any nature whatsoever that arises in connection with the processed raw materials, components, etc..
8. The counter-party cannot derive any rights from recommendations, information, etc that it has received from Duonell that have no direct relationship to the execution of the Agreement.
9. If the counter-party finds visible faults, shortcomings and/or defects in the articles delivered, which must already have been present at the time of delivery, Duonell undertakes to repair or replace the same – at its option – free of cost.
10. Unless the parties expressly agree otherwise in writing, Duonell provides the counterparty with a guarantee for a period of 6 months after (final) delivery, in respect of material and manufacturing defects, that arise during normal use. This guarantee will lapse if Duonell uses specific materials or components, on the express request of the counterparty.
11. If articles supplied by Duonell – procured from third parties – are subject to a manufacturer's guarantee, the guarantee will similarly apply between the parties. Duonell will inform the counterparty concerning the same.
12. Duonell does not guarantee, and will never be deemed to have guaranteed, that the articles developed or supplied are suitable for the purpose for which the counterparty wishes to use the same, or to commission the use of the same, unless Duonell expressly confirms this to the counterparty in writing.
13. The counter-party will lose its rights against Duonell and will be liable for all damage, and indemnifies Duonell against all claims of third parties relating to damage compensation, if and insofar as:
 - a. the aforesaid damage arises due to the counter-party's incompetent use and/or storage (custody) of the articles delivered and/or in contravention of instructions, recommendations or instruction manuals provided by Duonell.
 - b. the aforesaid damage results from mechanical, chemical or biological influences from outside, including - but not limited to – extraordinary air humidity conditions at the location where the articles are used or are stored;
 - c. the aforesaid damage arises from normal wear and tear to the articles delivered, due to daily use;
 - d. the aforesaid damage arises due to defects, shortcomings or inaccuracies contained in the information, materials, information carriers, etc., that have been provided and/or prescribed to Duonell by or on behalf of the counter-party;
 - e. the aforesaid damage arises because the counter-party has provided incomplete or incorrect information to Duonell, and Duonell has based and/or executed the work to be done on the aforesaid information.

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**Clause 13: Price and rates**

1. The prices or rates charged by Duonell and the prices mentioned in the offers, quotations, price or rate lists, etc. are exclusive of VAT and other costs if any. These costs may consist among other things, of transport costs, packaging costs, accounting costs, call-out charges if any, and the expense claims of third parties whose services are engaged. The above shall apply unless expressly specified otherwise in writing.
2. If between the date of entering into and executing the agreement, the government and/or trade union organisations make changes in the salaries, working conditions or social insurance etc. or if between the date of entering into the agreement and the execution of the same, the prices of the materials, components, etc. required for the execution of the agreement have risen, Duonell will have the right to charge the increases to the counterparty if these exceed 5% of the agreed contractual remuneration.
3. If the parties have agreed an hourly rate for the execution of an agreed order, the fees that can be charged to the counterparty will be calculated on the basis of the number of hours spent, applying the agreed hourly rate.
4. The hourly rates will apply to the normal working days, which shall mean the following: Monday to Friday (with the exception of official holidays) and at times (<hrs> to <hrs>) agreed between the parties.
5. In case of urgent orders and also in case of work done on the counterparty's request, the work should be carried out outside the working days specified in Clause 13.4, Duonell will have the right to charge a reasonable and fair surplus on the agreed hourly rate.
6. If on the counterparty's request, Duonell's technical department has to perform work at site, Duonell will charge call-out charges to the counterparty, along with Duonell's conventional hourly rate for the hours worked, subject to a minimum of one hour.
7. If the counterparty does not agree with the prices and/or rates invoiced to it, the counterparty should notify this to Duonell within 7 days of the invoice date, in writing. After this period, it will lose all right to make complaints.

Clause 14: Payment

1. At the time of entering into the agreement, Duonell will have the right to demand a down payment of 25% of the value of the articles to be supplied, or of the agreed order value.
2. Payment should be made within 30 days after the invoice date, unless the parties expressly agree otherwise in writing.
3. If an invoice has not been paid in full after the expiry of the period mentioned in paragraph 2:
 - a. the counter-party will be liable to pay Duonell a late payment interest of 2% per month, to be calculated cumulatively on the principal sum. In this connection, a part of a month will be counted as a full month;
 - b. the counter-party, after receiving a reminder from Duonell in this connection, will be liable to pay extra-judicial costs amounting to at least 15% of the total of the principal sum and the late payment interest, subject to an absolute minimum of € 150.00;
 - c. Duonell will have the right to charge the counter-party an amount of at least € 20.00 toward administration costs, for every payment reminder, demand note, etc. sent to the counter-party. Duonell will specify this in the agreement and/or in the invoice.

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4. At Duonell's option, the agreement may, in the above circumstances or circumstances similar to the same, and without the need for further notice of default or judicial intervention, be terminated in whole or in part, whether or not in combination with a demand for damage compensation.
5. If the counter-party does not fulfil its payment obligations in time, Duonell has the right to suspend the fulfilment of the obligations towards the counter-party to deliver or to carry out work, until the payment is made, or suitable security for the same is provided. The same shall apply even before the time at which default commences, if Duonell has a reasonable suspicion that there are grounds to doubt the creditworthiness of the counter-party.
6. The payments made by the counter-party shall first be applied to settle all the outstanding interest and costs and then against the longest outstanding invoices that are payable, unless at the time of payment, the counter-party expressly states that the payment relates to a later invoice.
7. The counterparty will only have the right to set-off or suspension of any payment after obtaining Duonell's express written consent. The aforesaid relinquishment of rights to set-off will also apply if the counter-party applies for (temporary) suspension of payments, or is declared bankrupt.

Clause 15: Intellectual property rights

1. If the work done by Duonell gives rise to registered or unregistered intellectual property rights, the rights will lie with Duonell. The counterparty will only obtain a non-exclusive right of use, without the right of sub-license. The counterparty will – except where this is permitted under the law – not copy, publish, decompile or carry out reverse engineering on the articles and/or software provided.
2. The counterparty may not remove or change any indication concerning copyright, trademarks, trade names or other intellectual property rights, from the articles or software supplied, and may also not remove or change any notification concerning the confidential nature and secrecy of the information and data.
3. The counterparty has no right to sell or deliver the articles supplied to the counterparty by Duonell, to third parties, without Duonell's prior written consent.
4. If the counterparty violates the provisions of Clauses 15.2 and 15.3 above, it will be liable to pay Duonell an immediately payable penalty, in one lump sum, of € 10,000.00 per violation, without the need for a further default notice or demand note. This will not prejudice Duonell's right to demand compensation for all damage actually suffered by it, if such damage exceeds the amount of penalty.
5. During the currency and existence of the agreement, the counterparty will indemnify Duonell against all legal claims based on the position that the articles and/or software developed by Duonell violate an intellectual property right applicable within The Netherlands. The above will be subject to the condition that the counterparty immediately informs Duonell in writing about the existence and the content of the legal claim and the handling of the matter, including settlements/ arrangements if any, will be left entirely to Duonell. The counterparty undertakes to provide Duonell with the required authorisations and the information and cooperation that may reasonably be required in order to enable Duonell to arrange a defence against the said legal claims, in the name of the counterparty if necessary. This indemnification obligation will lapse if and insofar as the concerned violation relates to the changes that the counterparty has made either itself or through third parties, in the articles or software supplied, or combines with articles or software not supplied by Duonell, or uses the supplied articles for applications other than those for which the same has been developed or intended.

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6. If it is irrevocably established in a court of law that the software developed by Duonell violate any third-party intellectual property rights, or if Duonell is of the opinion that there is a reasonable chance that such violation will take place, Duonell will take back the delivered articles against the credit of the purchase cost, with a deduction of reasonable charges for use or – at Duonell's option – will ensure that the counterparty can continue using the delivered articles or other functionally equivalent software, undisturbed. All other or further liability or indemnity obligation of Duonell on the grounds of violation of third-party intellectual property rights is excluded.
7. If the counterparty provides Duonell with information, goods or software for the (further) development or use by Duonell, the counterparty guarantees that it has the right to provide the same and that Duonell does not violate any third-party rights by using the same. The counterparty will protect Duonell against, and will compensate all Duonell's costs and damage in connection with, all third-party claims based on the position that such provision, use or processing violates third-party rights.

Clause 16: Right of retention of title

1. Duonell retains the ownership of the goods delivered and to be delivered, until the counter-party has fulfilled the relevant payment obligations toward Duonell. The payment obligations consist of the payment of the purchase price, together with claims for the work done relating to the delivery, as well as claims in this connection, damage compensation - if any – due to shortcomings by the counter-party in fulfilling its obligations.
2. The articles covered under the retention of title may only be sold to third parties in the normal course of business.
3. If Duonell invokes a right of reservation of title, the related agreement will be deemed to have been terminated, without prejudice to Duonell's right to demand compensation for damage, loss of profit and interest, and the counterparty is bound to give Duonell all the cooperation necessary to recover the articles that are subject to the right of reservation of title.
4. The counter-party is bound to inform Duonell immediately in case third parties enforce rights on goods that are subject to a right of reservation of title under the present clause.
5. The counterparty is bound, until he fulfils all his payment obligations toward Duonell, to carefully store the goods that are subject to a right of retention of title, in such a manner that such articles can be recognised to be Duonell's property.
6. The counterparty should insure and keep insured the goods that are subject to the right of retention of title, for the period for which such right applies to the same. The counterparty should submit the insurance policy to Duonell for inspection, on Duonell's first request.

Clause 17: Premises

1. Until the counterparty fully fulfils its relevant payment obligations toward Duonell, the counterparty will have no right:
 - a. to sub-lease the articles to third parties;
 - b. to fix a non-possessory pledge right on the goods;
 - c. to store the goods within the actual power of one or more financiers.

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2. If the counterparty violates the previous sub-clause, this will amount to a culpable shortcoming on its part. In such case, Duonell may, without being bound to issue a notice of default, immediately suspend the performance of its obligations under the agreement, or terminate the same, without prejudice to its right to claim compensation of damage, loss of profits and interest.

Clause 18: Bankruptcy, loss of free disposal of property, etc.

1. Without prejudice to the provisions of the other clauses of these terms and conditions, the agreement entered into between the counterparty and Duonell will be deemed to have been terminated without judicial intervention and without the need for any notice of default when the counterparty:
 - a. is declared bankrupt;
 - b. applies for (temporary) suspension of payments;
 - c. is subject to executory attachment.
 - d. is placed in receivership or under administration;
 - e. otherwise loses contractual capacity or the right of free disposal over its assets or parts thereof.
2. The provisions contained in clause 18.1 will apply, unless the administrator or liquidator recognises the obligations arising under the agreement as the liability of insolvent debtor.

Clause 19: Retention right/Possessory lien

Duonell will have the right to suspend the delivery of the goods or the documents that it has prepared for the counterparty in connection with the execution of the agreement, and to also suspend the return all the information, information carriers, etc. provided by the counterparty to Duonell, or the return of all the other articles belonging to the counterparty that Duonell may have in its possession in connection with the execution of the agreement, until the claims relating to the abovementioned agreement are paid by the counterparty to Duonell.

Clause 20: Force majeure

1. In case of force majeure, Duonell will have the right to terminate the agreement or to suspend the fulfilment of its obligations toward the counterparty for a reasonable period of time without being bound to pay any damage compensation.
2. For the purposes of these General Terms and Conditions, 'delivery' shall mean the following: a non-culpable shortcoming on the part of Duonell, third parties or sub-contractors engaged by him, or other sufficiently weighty reason on the part of Duonell.
3. If the aforesaid situation arises after the agreement has been partially executed, the counter-party is bound to fulfil its obligations towards Duonell up to that moment.
4. Circumstances in which non-culpable non-fulfilment may be said to exist may include the following, among others: war, danger of war, revolt, mobilisation, internal and external rioting, constricting governmental measures, prohibitions from imports and exports, strikes and lockouts by employees or the threat of these and similar conditions, disturbance in the foreign currency values existing at the time of entering into the agreement, disturbances in operation due to fire, storm damage, natural disasters, etc., transport and delivery problems caused by weather conditions, road blockages, accidents or other events.

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**Clause 21: Termination, cancellation of contract**

1. The counter-party relinquishes all its rights to terminate the agreement under Section 6:265 *et seq* of the Civil Code or other statutory provisions, unless mandatory law provisions prevent the same. The above shall apply subject to reservation of the right to terminate the agreement under the present article.
2. If the counterparty terminates the agreement, it is bound in all cases to compensate or accept the materials, components, etc. already purchased by Duonell – whether or not the same have been processed or incorporated – at cost price. The counter-party is bound to pay Duonell all the other costs and damage as well as loss of profits. Duonell has the right to determine the costs, damage and loss of profits and – at its option and taking into account the work or deliveries already made – to charge 20 to 100% of the agreed price to the counter-party.
3. The counter-party is liable to third parties for the consequences of the cancellation, and indemnifies Duonell in this connection.
4. Amounts already paid by the counter-party will not be reimbursed.

Clause 22: Applicable law/ jurisdiction

1. The agreement entered into between Duonell and the counter-party shall exclusively be subject to the law of The Netherlands. The disputes that arise under this agreement should also be settled in accordance with the law of The Netherlands.
2. In deviation from the provisions contained in Clause 22.1, the community-property consequences of a right of reservation of title on goods intended for export, will be governed by the legal system of the destination country / State, if the same is more favourable to Duonell.
3. Disputes if any will be settled by the competent court in The Netherlands having jurisdiction, although Duonell will have the right to file a suit before the competent court at the place where Duonell has its Registered Office, unless the cantonal Court has jurisdiction in the matter.
4. In case of disputes arising under the agreement entered into with a counter-party having its Registered Office outside The Netherlands, Duonell will have the right to act in accordance with the provisions contained Clause 22.3 or – at its option - to place the dispute before the competent court in the country or state where the counter-party has its Registered Office.