

GENERAL TERMS AND CONDITIONS OF DELIVERY KEYDOLLAR B.V.

Having its registered office at the Eigen Haard 29, 8561 EX Balk, The Netherlands

Registered with the Chamber of Commerce under number 55372864

| | |
|--|---|
| Article 1. Definitions | 1 |
| Article 2. Applicability | 2 |
| Article 3. Proposals and Offers..... | 2 |
| Article 4. Conclusion of the Agreement | 2 |
| Article 5. Delivery..... | 2 |
| Article 6. Delivery times..... | 3 |
| Article 7. Inspection and complaints..... | 3 |
| Article 8. Installation and commissioning | 4 |
| Article 9. Execution of the agreement and the involvement of third parties | 4 |
| Article 10. Changes to the agreement and further work | 5 |
| Article 11. Warranties | 5 |
| Article 12. Price changes | 6 |
| Article 13. Invoicing and payment | 6 |
| Article 14. Reservation of title | 7 |
| Article 15. Suspension and dissolution | 7 |
| Article 16. Liability..... | 8 |
| Article 17. Limitation period | 8 |
| Article 18. Force majeure..... | 8 |
| Article 19. Indemnity | 8 |
| Article 20. Intellectual property..... | 9 |
| Article 21. Applicable law and choice of forum | 9 |
| Article 22. Change and interpretation of the terms and conditions..... | 9 |

Article 1. Definitions

In these general terms and conditions the following terms are capitalised and used in the following meaning, unless expressly indicated otherwise:

1. **Offer/Proposal:** proposal by Supplier to Buyer to conclude an Agreement, for example in a quotation or price list.
2. **Services:** all activities, in whatever form or capacity, which are performed on behalf of the Buyer.
3. **Buyer:** the natural person or legal entity who purchases Products or Services from Seller and who is the other party to the Agreement with Seller within the meaning of article 6:231 under c of the Dutch Civil Code (Burgerlijk Wetboek).
4. **Order:** placing an order to supply Products and/or Services by the Buyer from Seller.
5. **Agreement:** the agreement between the Seller and Buyer on the basis of which Seller supplies Products and/or Services to Buyer against payment.
6. **Parties:** Supplier and the Buyer jointly.
7. **Products:** all goods, including documentation, drawings, (test) equipment and all (other) results of the service provided by the Seller, which are the subject of the Agreement.
8. **In writing:** "In writing" for the purposes of these general terms and conditions shall also include communication by e-mail, fax or digital (for example via an online interface), provided that the identity and integrity of the content are duly established.

9. **Seller:** the private company with limited liability Keydollar B.V., Seller of the Products, other party to the Agreement with Buyer and user of the general terms and conditions within the meaning of article 6:231 under b of the Dutch Civil Code.

Article 2. Applicability

1. The present general terms and conditions are applicable to any and all Proposals, Agreements and deliveries of Seller, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
2. Any general terms and conditions of the Buyer, by any name whatsoever, are expressly rejected. Deviations from and additions to these terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Seller in writing.
3. Should Seller have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms and conditions as yet. The Buyer cannot derive any rights from the manner in which Seller applies the present terms and conditions.
4. The present terms and conditions are equally applicable to all Agreements concluded with Seller for the implementation of which third parties must be relied on. Said third parties can invoke the present terms and conditions directly against the Buyer, including any exclusions of liability.
5. Should one or more provisions of the present terms and conditions or of any other Agreement concluded with Seller be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Seller.
6. The Buyer with whom the present terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to an Agreement concluded with Seller at a later date.
7. In case of a discrepancy between the content of an Agreement concluded by and between the Buyer and Seller and the present terms and conditions the content of the Agreement shall prevail.

Article 3. Proposals and Offers

1. Any and all Proposals and offers of Seller are revocable and are made subject to contract, unless indicated otherwise in writing.
2. A complex quotation shall not oblige Seller to deliver a part of the Products and/or Services included in the Proposal at a corresponding part of the price quoted.
3. The content of the delivery shall exclusively be determined by the description of the delivery specified in the Proposal. If the acceptance deviates (on subordinate points) from the Proposal included in the Offer then Seller shall not be bound by the same. The Agreement shall in that case not be concluded in accordance with said deviating acceptance, unless Seller indicates otherwise.
4. If an Agreement is quoted based on actual costs, the prices quoted shall merely serve as a guide; the actual hours worked by Seller and the actual costs incurred by Seller shall be invoiced.
5. Clear errors or clerical errors in the Proposal of Seller shall not bind Seller.
6. The prices in the Proposals of Seller shall be exclusive of VAT and other official duties, unless indicated otherwise.
7. Seller is entitled to change its prices at any time. Proposals and offers shall not automatically be applicable to future Orders.

Article 4. Conclusion of the Agreement

Barring the provisions set forth below an Agreement with Seller shall only be concluded after Seller has accepted respectively confirmed an Order in writing. The Order confirmation is deemed to correctly and completely represent the Agreement, unless the Buyer immediately objects to the same in writing. Any additional arrangements agreed on or changes made later shall only have binding effect on Seller if they have been confirmed in writing by Seller.

Article 5. Delivery

1. Unless otherwise agreed, delivery shall take place ex place of business or warehouse in Balk, Netherlands (Ex Works - Incoterms).

2. If the delivery of goods takes place at a delivery address specified by the Buyer then the Buyer must see to it that the location where the goods must be delivered is located on the ground floor and is properly accessible and passable for the transport and/or supply of the goods over a paved road.
3. The choice of the means of transport is that of the Seller, also in case of paid shipments, with no requirements for the shipment issued by the Buyer. Temporary hindrances or impediments in transport with the chosen means of transport, don't automatically require the use of another means of transport.
4. If the Buyer has specific requirements with regard to packaging used by the Seller, all costs for the use of this packaging shall be accountable to the Buyer. Packaging materials are not taken back by the Seller.
5. Products that are ready for pick-up or ready for shipping, should be collected immediately at the place of delivery or receipt. Shipping instructions possibly with provision of car, truck and/or shipping space need to be provided timely.
6. If it turns out to be impossible to deliver the Products to the Buyer because of a cause on the side of the Buyer, the Seller reserves the right to store those Products for the account and risk of the Buyer, possibly in the open air, all without any liability on the part of the Seller for damage, impairment, loss or otherwise. A 30-day period apply during storage during which the Seller will enable the Buyer to collect or receive the Products. This applies unless the Seller expressly determined a different period in writing.
7. If the Buyer also fails to comply with its obligations after the expiry of the time limit, as intended in the previous paragraph of this article, Buyer shall by operation of law be in default and Seller shall be entitled to dissolve the Agreement, either in whole or in part, in writing and with immediate effect, without any prior or further notice of default and without any judicial intervention being required and without being liable to pay compensation for damage, costs or interest. As the occasion arises Seller shall be authorised to sell the Products to third parties or to use the same for the implementation of other Agreements and also to destroy the documents already prepared. The foregoing shall not affect the obligation of the Buyer to pay the agreed price as well as possible storage costs and/or other costs.

Article 6. Delivery times

1. If Seller has indicated a time for the delivery or the implementation of the Agreement then this shall only be approximate. A specified delivery time can therefore never be qualified as a fatal deadline. In the event that a delivery date is exceeded, the Buyer should, therefore, give Seller written notice of default. Seller must then be granted a reasonable time limit to implement the Agreement as yet.
2. If the delivery cannot be made ex-stock, the delivery period is the period that the factory needs for the manufacture of the order; This starts on the day on which the Agreement was finally reached and all information required for the implementation are received by the Seller.
3. If and to the extent that this is, at the discretion of Seller, required for a proper implementation of the Agreement, Seller shall be entitled to rely on third parties for the performance of certain activities.
4. Buyer shall see to it that all data of which Seller indicates that they are required or of which Buyer should within reason understand that they are required for the implementation of the Agreement, are supplied to Seller in a timely fashion. If the data required for the implementation of the Agreement have not been supplied to Seller in a timely fashion then Seller shall be entitled to suspend the implementation of the Agreement and/or to charge the additional costs deriving from the delay to the Buyer in accordance with the usual rates.
5. Seller shall be allowed to deliver Products sold in consignments, invoice each consignment separately and to require payment in accordance with the applicable payment terms.

Article 7. Inspection and complaints

1. The Buyer must inspect the goods delivered immediately after delivery for any deviations with what has been agreed. Any complaints relating to the goods delivered have to be filed ultimately within seven 30 days after delivery, in writing, and should together with the packing slip be submitted to Seller. After the expiry of the said period, the goods delivered shall be considered as having been irrevocably and unconditionally accepted by the Buyer. The Buyer has to hold the defective goods available for Seller. The submission of a complaint shall not suspend the Buyer's payment obligation in respect of the goods in question.
2. Should it upon arrival be visible from the outside that the goods are damaged, the Buyer has to make a reservation in writing in this regard against the carrier by means of a note on the proof of delivery, and it should, in derogation from the provisions of paragraph 1 of this article, inform Seller hereof within 48 hours after receipt.

3. Drawings, technical descriptions, models, specimens, samples, images, colours, weights, sizes and indications of materials used, shall be stated by Supplier in good faith and as precise as possible. However, these informative data shall not be binding. Deviations in respect of goods delivered occurring within the margins that are customary in the industry must be accepted and shall not give the Buyer a right to complain, replacement, compensation of damage or any other right, unless the Agreement expressly provides for a smaller margin in respect of deviations.
4. The defective goods can only be returned after prior consultation with one of the salespeople of Seller.
5. If goods have been assembled or processed by the Buyer, it shall no longer be allowed to lodge a complaint, irrespective of the ground, including in case of incorrect delivery, even though it is made within the prescribed period; in these cases Seller shall not be obliged to compensate in any manner whatsoever.
6. The Buyer shall under no circumstances, before or after delivery, have the right to complaint, compensation or dissolution of the Agreement with Seller, if not the purchased Products cannot be used for certain specific purposes, regardless of whether those purposes were shown, named or specified by Seller. This also includes the circumstance in which, besides gross negligence on the part of Seller, no legal authorisation of certain products can be given for certain specific purposes, such as the granting of road access of vehicles sold with EEC type-approval. Nor is Seller responsible in any way for any violations and the financial and legal consequences as a result of the (un)lawful use or application of the Products or Services delivered by Seller to Buyer.

Article 8. Installation and commissioning

1. The sales prices do not include installation, commissioning and maintenance costs, unless otherwise agreed.
2. If the Seller commits itself to assembly and commissioning of the sold and delivered Products, the Seller only accept liability in relation to the functioning of these Products, if:
 - a. installation and commissioning shall be carried out according to indication of the Seller, the Seller has the right to appoint a technician to supervise the work. Travel expenses and costs for lodging, meals and the like for the technicians shall be for the account of the Buyer;
 - b. the circumstances (in the broadest sense of the word) at the location where the assembly and commissioning must be carried out shall have no impeding influence and foundations, walls, partitioning and the like, on which and/or to which the Products must be assembled or attached before commencing with the work have been correctly fitted and/or repaired.
3. Conducting any additional work, including offering the Products intended for processing and organizing the building (site) shall be accountable to the Buyer. In addition, the Buyer shall give the necessary assistance in the form of manpower and auxiliary materials, for his own account.
4. If the technician(s) of the Seller, due to circumstances out of the control of the Seller, cannot regularly go ahead with the installation and start-up, the resulting costs shall be borne by the Buyer.

Article 9. Execution of the agreement and the involvement of third parties

1. Seller will execute the activities in the context of the Agreement to his best insight, expertise and ability.
2. Seller cannot derive any rights from advice and information obtained from Seller if they do not relate directly to the Order. Seller shall only be obliged to effect the (further) performance of the assignment if Buyer has submitted all data and information requested by Seller and/or all data and information which Buyer should reasonably understand and required by Seller for the proper performance of the assignment in the form and in the manner specified by Seller.
3. Insofar as this is required for the proper execution of the Agreement, Seller shall be entitled to have specific activities carried out by third parties. The applicability of Sections 7:404, 7:407 paragraph 2 and 7:409 Civil Code (Burgerlijk Wetboek) is expressly excluded.
4. Seller shall not accept any liability for activities performed by third parties, to the extent that these third parties entered into an agreement with Buyer themselves.
5. If parties have agreed that the Agreement will be executed in phases, Seller can suspend the execution of the parts belonging to a following phase until the Buyer has approved in writing the results of the stage prior to it.
6. Each partial delivery, including the delivery of parts of a composite order, may be invoiced, in which case such partial delivery shall be regarded as a separate transaction, and payment is to be made in accordance with the provisions of article 13.

7. In the event that work is performed by Seller or by third parties engaged by Seller on site at the Buyer or at a location designated by Buyer in the context of the assignment, the Buyer shall provide any facilities reasonably required by the Seller's employees or by those of the relevant third party free of charge.

Article 10. Changes to the agreement and further work

1. The Seller reserves the right to carry out and to charge the Buyer for more work than mentioned in the written order or in the order confirmation if this work is necessary for the proper performance of the contract. The Client shall be informed as soon as possible of the implementation of this additional work.
2. The Client accepts that the time schedule of the contract could be influenced if parties were to decide in the interim to change the approach, procedures or extent of the contract and the resulting activities. If interim changes arise in the execution of the order at the hands of the Buyer, the Seller shall, in consultation with Buyer, make the necessary adjustments. If this leads to additional work, this will be charged to the purchaser as an additional order. The Seller will be entitled to charge the additional costs of modification of the contract to the Buyer.
3. As a departure from paragraph 1 and 2, the Seller will charge no extra costs if the change or supplementation is a consequence of circumstances attributable to the Seller.
4. The changes still required by the Buyer after the execution thereof, should be notified to the Seller by the Buyer in good time and in writing. If this is specified orally or by phone, the risk of the implementation of the change shall be for the account of the Buyer, unless these changes have been confirmed in writing by the Seller.
5. If it appears, during the execution of a contract accepted by the Seller, that as a result of circumstances unknown to Seller or force majeure, the contract is not executable, the Seller has the right to claim that the order be changed so that its implementation will become possible. The greater or lesser costs incurred as a result of such a change being made will be settled between the parties, while the Buyer will be held to compensate the Seller for work already carried out but proven to be useless work.

Article 11. Warranties

1. The Seller shall only offer a guarantee on the Products sold by the Seller if and only to the extent that this has been agreed to in writing. The guarantee granted is in all cases a so-called "Carry In-Carry Out" guarantee, which means that in case of guarantee the Buyer shall always be responsible for bringing the parts or Products under guarantee to the evaluating party appointed by the Seller. And after repair/replacement, the Buyer should again pick up the Products or parts at the geographical address preferred by the Seller.
2. Goods under warranty that are sent or transported for repair, replacement or assessment to Seller, remain the risk of the Buyer at all times, regardless of who determined the manner of transport or shipping and no matter who pays the costs involved.
3. The Seller expressly doesn't guarantee lobes, jacks, screen baskets and other parts subject to wear.
4. If the complaint is raised timely, correctly and in accordance with the provisions of article 7 and it is sufficiently demonstrated that the products are defective to the Seller's reasonable discretion, the Seller will have the choice to either supply the unacceptable Products again, free of charge, against the return of the defective Products, or to repair the Products in question turned out to fix it, or to grant the Buyer a discount to be established in mutual agreement on the purchase price, unless it has explicitly been agreed otherwise in a written agreement by the Seller and the Buyer.
5. Through fulfilment of one of the aforementioned actions, the Seller shall be fully discharged in respect of his guarantee obligations and the Seller will not be liable for any further (damage) compensation.
6. If the Seller delivers Products to the Buyer which the Seller has obtained from suppliers, the Seller shall never be held to a further guarantee or liability to Buyer than that which the Seller shall have against its supplier. In case of the sale of Products that are sold under a factory or importers warranty, the guarantee shall only apply to any faulty or defective individual components and/or parts of the Products delivered by the Seller to the Buyer. Any necessary (de)assembly, adjustment and set-up cost of the parts of or to the sold Product as well as any additional costs of Services or needed materials (hours, oil, filters, etc.) are for the account of the Buyer.
7. If Products, supplied under factory or importers guarantee, are returned for assessment of the guarantee by the manufacturer or importer concerned, any cost resulting for the Seller, will be charged to the Buyer. Transport or shipping of the relevant item for assessment, replacement or repair, shall be for the account of the Buyer.
8. The Seller is expressly not responsible for recommendation or advice in respect of the installation or use of the Products, nor shall the Seller be responsible for such advice or instructions by the Buyer to his Buyers. Failure to obtain a roadworthy

certificate or any other required consent or authorization by the responsible authority, on a Product sold by the Seller is the full responsibility of the Buyer and shall not pose grounds for the Buyer to terminate the Agreement or to claim damages.

9. The Products remain fully at the risk of Buyer in the event repair activities are carried out to the Products by the Seller, unless the repair is the result of a defective performance of the Seller and it cannot in fairness be expected of the Buyer to insure the Products for the above risk.
10. If the Buyer had any repairs or modifications done without prior consent of the Seller, or had this carried out by third parties, the Seller shall not be obliged to comply with its guarantee obligations. This also applies if improper use of the products has taken place by the Buyer or its affiliates, including in any case: any use for which the Product is not intended, reasonably and according to the user's guide.

Article 12. Price changes

1. If after the conclusion of the Agreement, however prior to the delivery, one or more of the cost factors undergo a change then Seller shall be entitled to adjust the stipulated price accordingly. Seller shall in any case be authorised to charge additional costs if there is question of cost increasing circumstances which Seller did within reason not have to take into account, which cannot be blamed on Seller or which are considerable compared to the price of the delivery.
2. Moreover, the following are passed on to the Buyer in full, to the extent that these changes take place after the date of the Offer:
 - a. taxes, import duties, duties, wages, terms and conditions of employment, social insurance contributions or other levies imposed or changed by the Dutch government (also including the European government) and/or trade unions;
 - b. changes in the wages, terms and conditions of employment, Collective Labour Agreements, VAT or social insurances and the like implemented by the government or trade unions and/or changes in the prices of suppliers;
 - c. price increases resulting from exchange rates, wages, raw materials, semi-manufactured products, packaging material, etc.
3. If Seller is of the opinion that cost increasing circumstances have occurred then it must forthwith inform the Buyer accordingly adequately and in writing.
4. If Seller increases the price by more than 10% of the original invoice amount within 3 months after the conclusion of the Agreement then the Buyer shall be authorised to dissolve the Agreement with Seller without charge, unless Seller indicates to be willing to implement the Agreement at the original price as yet. If the Buyer intends to dissolve the Agreement with Seller in case of a price increase then the Buyer must inform the Seller of said intention to dissolve the Agreement within fourteen 14 days after the notification of the price increase by means of a registered letter.

Article 13. Invoicing and payment

1. Seller shall be authorised, at the beginning of the Agreement, to desire an advance in full or in part from the Buyer. Advances must be paid immediately after the conclusion of the Agreement and shall be deducted from the (last) invoice.
2. If it has been agreed that payment will take place by means of invoice, payment must take place within 14 days after the date of the invoice, without any setoff or discount, in a manner to be indicated by Seller in the currency of the invoice.
3. After the expiry of the stipulated payment term the Buyer shall be in default by operation of law without any further notice of default being required.
4. As from the moment of default the Buyer shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Seller incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Buyer. In that case the Buyer shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 150.00 (in words: seventy-five euros). Should the costs actually incurred and to be incurred by Seller exceed the aforementioned amount then these costs shall equally qualify for compensation.
5. If the Buyer does not comply with its payment obligations in a timely fashion then Seller shall be authorised to suspend the obligations entered into vis-à-vis the Buyer regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same. The same already applies prior to the moment of default if Seller may within reason assume that there are reasons to doubt the creditworthiness of the Buyer.
6. In case of liquidation, insolvency, debt management or suspension of payment of the Buyer or a relevant application or petition the claims of Seller and the obligations of the Buyer vis-à-vis Seller shall immediately fall due.

7. If the Buyer has, on any account whatsoever, one or more counterclaims vis-à-vis Seller then the Buyer waives its setoff right. Said waiver of the setoff right is also applicable if the Buyer applies for (provisional) suspension of payment or is declared insolvent.

Article 14. Reservation of title

1. Any and all goods delivered or to be delivered by Seller shall remain the property of Seller up to the moment that the Buyer has complied in full with all its payment obligations vis-à-vis Seller on account of any Agreement concluded with Seller for the delivery of goods and/or the performance of activities or the supply of Services, including claims in connection with a failure to comply with this kind of Agreement.
2. A Buyer who acts as a reseller shall not be authorised to sell or deliver the goods that are subject to the reservation of title of Seller, even if this falls within the framework of the normal business operations of its company.
3. If the Buyer (also) forms a new good from the goods delivered by Seller then the Buyer shall only form this good for Seller and the Buyer shall hold the newly formed good for Seller until the Buyer has paid any and all amounts payable on account of the Agreement; up to the moment of satisfaction in full by the Buyer Seller shall in that case be entitled to any and all ownership rights with regard to the newly formed good.
4. The Buyer shall not be allowed to establish limited rights on goods that are subject to the reservation of title of Seller. If third parties (wish to) establish (limited) rights on the goods subject to the reservation of title then the Buyer shall forthwith inform Seller accordingly.
5. Seller hereby already reserves an undisclosed pledge on delivered goods of which the title has transferred to the Buyer due to payment and which are still in possession of Seller, by way of additional security for claims, other than within the meaning of article 3:92 paragraph 2 of the Dutch Civil Code, which Seller may still have vis-à-vis the Buyer on any account whatsoever.
6. The Buyer is obliged to keep (have kept) the delivered goods subject to the reservation of title separate from other goods, with the required diligence and recognisable as property of Seller.
7. The Buyer is obliged to insure the goods against fire, explosion and water damage as also against theft during the period of the reservation of title and to on demand provide Seller insight into the policies of said insurances. Any and all claims of the Buyer vis-à-vis insurers of the goods on account of the aforementioned insurances shall, if so desired by Seller, be pledged to Seller in an undisclosed manner by way of additional security for the claims of Seller vis-à-vis the Buyer.

Article 15. Suspension and dissolution

1. If the Buyer or Seller fails to comply with its obligations under the Agreement then the other party shall, without prejudice to the relevant provisions set forth in the Agreement, be entitled to dissolve the Agreement out of court by means of a registered letter. The dissolution shall only take place after the defaulting party has been given written notice of default and has been offered a reasonable time limit to remedy the shortcoming.
 2. The one party shall, without any demand or notice of default being required, moreover be authorised to dissolve the Agreement, either in whole or in part, out of court by means of a registered letter and with immediate effect if:
 - a. the other party applies for (provisional) suspension of payment or if the other party is granted (provisional) suspension of payment;
 - b. the other party files a winding-up petition or is declared insolvent;
 - c. the company of the other party is liquidated;
 - d. an important part of the company of the other party is taken over;
 - e. the other party discontinues its current company;
 - f. an attachment is, through no fault of the one party, imposed on a considerable part of the assets of the other party or if the other party should otherwise no longer be deemed able to comply with the obligations on account of the Agreement.
 3. The Buyer shall only be authorised to suspend or dissolve the Agreement with Seller to the extent that said authority derives from the law. If the Buyer has already received performances for the implementation of the Agreement at the time of dissolution then the Buyer can only partly dissolve the Agreement and such exclusively for the part that has not been implemented yet by or on behalf of Seller.
 4. Amounts that have been invoiced by Seller to the Buyer prior to the dissolution in connection with that which Seller has already performed for the implementation of the Agreement shall remain payable by the Buyer to Seller and shall immediately fall due at the time of dissolution.
-

5. If the Buyer, after having been given notice of default in connection therewith, fails to comply, fails to comply in full or fails to comply in time with any obligation on account of the Agreement, Seller shall be entitled to suspend its obligations vis-à-vis the Buyer without being liable to pay any compensation to the Buyer in that respect. Seller shall also be entitled to this in the circumstances as intended in paragraph 2 of this article.

Article 16. Liability

1. If Seller is liable for damage, said liability shall be limited to compensation of direct damages and at most to the invoice amount of the Agreement (excluding VAT), or that part of the Agreement to which the liability relates. The liability shall be limited in all cases to the actual compensation paid by the insurer of Supplier in that specific case. Direct damage is exclusively understood as:
 - a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions;
 - b. the possible reasonable costs incurred in order to have the defective performance of Seller comply with the Agreement, unless they cannot be attributed to Seller;
 - c. reasonable costs incurred in order to prevent or limit damage, to the extent that the Buyer demonstrates that these costs resulted in limitation of the direct damage within the meaning of these general terms and conditions.
2. Seller shall never be liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, wages, material costs, losses due to business interruptions, environmental damage and damage resulting from penalties imposed due to non-observance of delivery (completion) times.
3. Seller shall not be liable for damage, of any nature or any form whatsoever, in case it has departed from incorrect and/or incomplete data supplied by the Buyer.
4. The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Seller.

Article 17. Limitation period

In all cases, the time limit within which the Seller can be held liable for compensation for damage is limited to 6 months from the time when the damage has been detected and up to 1 year after delivery of the Products or Services to which the damage relates.

Article 18. Force majeure

1. The parties shall not be obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be blamed on negligence (*schuld*) and must neither be at their expense by law, a legal act or generally accepted practice.
2. Under these general terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, on which Seller cannot exert influence, but which prevent Seller from fulfilling its obligations. This shall also include strikes in the company of Seller or the manufacturer or supplier.
3. Seller shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after Seller should have already complied with its commitment.
4. During the period that the force majeure continues the parties can suspend the obligations on account of the Agreement. If this period lasts longer than 30 days then each party shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damage.
5. To the extent that Seller has already partly complied or shall comply with its obligations on account of the Agreement at the time of the occurrence of force majeure and independent value can be attributed to the part complied or to be complied with respectively, then Seller shall be entitled to separately invoice the part already complied with or the part to be complied with respectively. The Buyer shall be obliged to pay this invoice as if it were a separate Agreement.

Article 19. Indemnity

The Buyer shall indemnify Seller against possible claims of third parties who incur damage in connection with the implementation of the Agreement or the use of the Products and of which the cause can be blamed on others than Seller, including claims of third parties with regard to intellectual property rights on materials and data supplied by the Buyer that are used for the implementation of the Agreement. In the event that Seller should be challenged by a third party in this respect,

then the Buyer shall be obliged to assist Seller both in and out of court and to immediately do all that may be expected of it in such a case. If the Buyer fails to take adequate measures then Seller shall, without notice of default, be entitled to proceed accordingly. All costs and damage on the part of Seller and third parties arisen as a result thereof, shall be fully for the risk and expense of the Buyer.

Article 20. Intellectual property

1. Without prejudice to the provisions of these general terms and conditions, the Seller will retain the rights and powers vested in it pursuant to intellectual property law.
2. Drawings, technical specifications, models, methodical, designs and calculations, which have been created by Seller or by an external designer on its instructions are the exclusive property of Seller. They may not be disclosed, reproduced or made available and shown to third parties by Buyer unless Seller has approved such in writing.
3. Data concerning production and/or construction methods that are subject to a copyright/patent held by Seller or in respect of which Seller or the designer has made a reservation, may not be used, copied or shown or disclosed to third parties by the Buyer, unless writing consent therefor was given.
4. By providing data and information to Seller, the Buyer declares that no copyright or any other intellectual property right held by a third party is infringed and it indemnifies Seller in and out of court against all consequences that arise or could arise therefrom.
5. All documents and information provided by Seller, such as reports, advice, contracts, designs, sketches, drawings, software, etc. shall only be intended for use by the Buyer and may only be reproduced by Buyer for use within its own company. All documents provided by Buyer and may not be disclosed or be brought to the notice of third parties without the prior written consent of Seller, unless this is obvious due to the nature of the documents.
6. Seller will retain the right to use any knowledge acquired pursuant to the performance of the work for other purposes, to the extent that this does not involve disclosing any confidential information to third parties.

Article 21. Applicable law and choice of forum

1. All Agreements concluded and to be concluded by Seller shall be governed by Dutch law.
2. All disputes arising in connection with the present Agreement, or further Agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in accordance with the following provisions:
 - a. the arbitral tribunal shall be composed of one arbitrator;
 - b. the place of arbitration shall be Heerenveen, The Netherlands;
 - c. the proceedings shall be conducted in the Dutch language.

Article 22. Change and interpretation of the terms and conditions

1. In case of an interpretation of the content and meaning of these general terms and conditions as well as in the case of conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text shall prevail each time.
2. The most-recently filed version and/or the version as applicable at the time of conclusion of the Agreement shall always apply.