

REUZENRAD BOUW LAMBERINK BV GENERAL TERMS AND CONDITIONS

Reuzenrad Bouw Lamberink BV
Graauwedijk 4A
9625 PC Overschild

This document contains the General Terms and Conditions of Reuzenrad Bouw Lamberink B.V. The English language text is the translation of the Dutch language text. In the event of a discrepancy between the English language text and the Dutch language text, the Dutch language text will prevail as the legally correct text.

Article 1. General

- 1.1 These general conditions apply to each legal act, offer, quotation and Agreement between Contractor, hereinafter referred to as: 'Reuzenrad Bouw Lamberink BV' and their opposite party hereinafter referred to as: 'Client'. Even if these (legal) acts do not result in, or are not related to an Agreement.
- 1.2 Reuzenrad Bouw Lamberink BV are, at all times, entitled to make interim changes to these General conditions. Parties are bound by any amended General Conditions from the day these take effect. The Customer is only entitled to terminate the Agreement from the date the amended General Conditions come into effect if the amended General Conditions constitute a substantial and demonstrable deterioration of the Client's position.
- 1.3 Additional or deviating conditions are only valid in so far as these have been explicitly accepted by Reuzenrad Bouw Lamberink BV in writing.

Article 2. Quotations and acceptance thereof

- 2.1 Unless explicitly stated otherwise in quotations and in information provided by Reuzenrad Bouw Lamberink BV, the prices and offers stated therein only concern an offer without obligation and the prices and specifications stated therein are not binding, which offer Reuzenrad Bouw Lamberink BV may withdraw during ten full and ordinary working days after receipt of the client's acceptance. All quotations are revocable, even if they state a term for acceptance.
- 2.2 If no agreement has been concluded between Reuzenrad Bouw Lamberink BV and the client after the client requested Reuzenrad Bouw Lamberink BV in whatever manner, to provide him with a quotation, Reuzenradbouw Lamberink may charge all costs that they had to incur to be able to provide their offer, to the Client. In this event the Client is obliged to return all designs, images and drawings provided by Reuzenradbouw Lamberink within 14 days after a quotation by Reuzenrad Bouw Lamberink BV has been rejected.
- 2.3 With exception of the event referred to in paragraph 1 of this article Reuzenrad Bouw Lamberink BV will only be bound to an order or an acceptance by the Client after this has been confirmed in writing by the management board or on their behalf by an authorized representative or after Reuzenrad Bouw Lamberink BV have started executing the order. The same applies to any additional orders and/or amendments of existing orders.
- 2.4 All information stated in catalogues, images, drawings, measurement and weight specifications and such are without obligation. Reuzenrad Bouw Lamberink BV may choose to deviate from this information if they consider this appropriate for the execution of the order.

Article 3. Price

- 3.1 All prices agreed with the Client are based on the costs of materials and wages as they are in force at the time of the first quotation to the Client. These prices are exclusive of VAT and any other government levies, which are charged separately.
- 3.2 If Reuzenrad Bouw Lamberink BV are forced to incur higher costs than estimated by Reuzenrad Bouw Lamberink BV for the execution of the agreement due to an increase in price determining elements such as purchase prices, transport costs, insurance premiums, wages, taxes, social security contributions and such after the agreement was formed or due to the occurrence of circumstances after the formation of the agreement, Reuzenrad Bouw Lamberink BV are entitled to pass these higher costs on to the client in compliance with the provisions in article 7 of these general conditions. Even if Reuzenrad Bouw Lamberink BV were able to foresee these at the formation of the agreement.
- 3.3 Unless explicitly agreed otherwise, the costs of transporting items to be delivered by Reuzenrad Bouw Lamberink BV and the placing, installing and putting into operation of these items are not included in the price calculated by Reuzenrad Bouw Lamberink BV. These costs are charged separately to the Client on the basis of Reuzenrad Bouw Lamberink BV's usual rates.

Article 4. Packaging and additional work

- 4.1 Any packaging is not included in the price and is charged separately at cost price. Packaging is not taken back.
- 4.2 Additional work is considered to include all amendments to the work of the order that will be result of:
- a special order by the client.
 - amendments to the design as a result of due to the fact that details provided by the Client do not correspond with the actual execution of the order or the work.
 - deviations from estimated quantities or details resulting in additional costs.

The costs with regard to all additional work to be carried out by Reuzenrad Bouw Lamberink BV, also including costs with regard to administrative activities, are charged separately to the Client by Reuzenrad Bouw Lamberink BV.

- 4.3 Costs for additional work also include costs of loading and unloading and of transport of raw materials, semi-manufactured products, models, equipment and other items made available to Reuzenrad Bouw Lamberink BV by the client.
- 4.4 Reuzenrad Bouw Lamberink BV are never obliged to carry out additional work and may require that a separate written agreement is set up for this.
- 4.5 Costs with regard to the assembly and putting into operation of products to be supplied by Reuzenrad Bouw Lamberink BV are only included in the price in so far this has explicitly been provided for in the agreement between Reuzenrad Bouw Lamberink BV and the client. The other provisions of this article also remain fully applicable, unless these are explicitly varied in writing by Reuzenrad Bouw Lamberink BV and the client.

Article 5. Delivery term and execution of the agreement

- 5.1 Delivery will be carried out from Reuzenrad Bouw Lamberink BV in Overschild, the Netherlands. The Client has a purchase obligation. Even if Reuzenrad Bouw Lamberink BV offer to deliver items in accordance with the agreement and the Client, for whatever reason, does not take delivery of these, the risk of loss, destruction and/or damage to these items will transfer to the Client from that moment. Any costs incurred by Reuzenrad Bouw Lamberink BV in connection with the offer and any further costs of transport and storage are the expense of the Client. If the Client does not fulfil his purchase obligations, claims with regard to these costs as well as the agreed purchase price will be immediately due and payable, even if parties had agreed otherwise in this respect.
- 5.2 Any terms agreed with Reuzenradbouw Lamberink BV for the execution of the agreement are only to be considered as target terms. These terms commence after the formation of the agreement, unless the Client, with regard to the execution of the agreement, must provide immediately required information, drawings, authorizations and such or must make a payment in advance after the formation of the agreement. In the latter case the term starts from the moment Reuzenradbouw Lamberink BV have received all necessary information and/or payments.
- 5.3 If Reuzenrad Bouw Lamberink BV fail imputably in the execution of the agreement, and compliance is not permanently impossible, the Client will give Reuzenrad Bouw Lamberink BV the opportunity, three times in writing, to fulfil their obligations, whereby the Client will give Reuzenrad Bouw Lamberink BV a reasonable term of comply. Only if the target term has expired and Reuzenrad Bouw Lamberink BV have been given three separate reasonable terms to comply and compliance has not been achieved due to circumstances attributable to Reuzenrad Bouw Lamberink BV, are Reuzenrad Bouw Lamberink BV in default.
- 5.4 A target term is considered to have been met even if at the end of this terms there still appears to be a single shortcoming that is not seriously hindering use. Without prejudice to the Client's right to have approving the performance or for suspending payment.
- 5.5 If delivery on a call-off basis has been agreed, the Client or customer must take delivery of items within the term that has separately been agreed for this purpose. If no term has been agreed, the Client or customer must take delivery of items within a month after the formation of the agreement. If the Client or customer does take delivery, even after a term stipulated to him in writing, Reuzenrad Bouw Lamberink BV are authorized to fully terminate the relevant agreement without being obliged to pay compensation for any damages. Without prejudice to Reuzenradbouw Lamberink BV's right to compensation and without prejudice to any other rights Reuzenrad Bouw Lamberink BV may be entitled to by law.
- 5.6 The Client accepts that the activities or performances as referred to in the articles 4.2 and 4.3 may affect the target term referred to in article 5.2

Article 6. Force Majeure

- 6.1 Reuzenrad Bouw Lamberink BV are not bound to comply with one or more obligations, if they have been prevented to do so as a result of force majeure. Force majeure includes a non-attributable shortcoming of hired third parties or helpers, as well as every other situation where Reuzenrad Bouw Lamberink BV are not able to exercise any actual determining control. Force majeure situations include in any case: war or similar situations, mobilization, riots, strikes, sit-downs strikes, blockades, boycotts, illness, non-attributable fire or breakdown in the supply of electricity, gas or water, transport obstructions and government measures.
- 6.2 If any of circumstances referred to in 6.1 occur, Reuzenrad Bouw Lamberink BV will report this to the Client. In so far as these circumstances result in the fact that they are temporarily obstructed to fulfil their obligations, they are not in default towards the client and they are authorised to suspend the fulfilment of their obligations. If the circumstances described in 6.1 result in the fact that the fulfilment of their obligations will be permanently impossible or if this impossibility is temporary and has lasted longer than 6 months, either party may terminate the agreement in so far as has not yet been executed.
- 6.3 In case of 6.2 parties may not claim compensation for damages incurred by the termination. In so far as Reuzenrad Bouw Lamberink BV have fulfilled their obligations partially, Reuzenrad Bouw Lamberink BV are entitled to a proportionate part of the agreed price based on the work already carried out and costs already incurred.

Article 7. Payment

- 7.1 In so far as separate arrangement is not in place for this purpose, payment will be carried out in Euros by transfer to a bank account to be specified by Reuzenrad Bouw Lamberink BV or other method to be specified by Reuzenrad Bouw Lamberink BV and at the latest within 30 (thirty) calendar days after the date of the invoice which will be sent to the Client after or during the execution of the agreement - in accordance with the provisions in 7.2 of these conditions.
- 7.2 The Client agrees that:
- a. contrary to the agreement payment arrangements Reuzenrad Bouw Lamberink BV may, at their discretion, demand payment in advance or cash on delivery.
 - b. At Reuzenrad Bouw Lamberink BV's first request the Client must supply proper security for payment as soon as possible after this request;
 - c. Reuzenrad Bouw Lamberink BV, at their discretion, assess whether the Client has provided sufficient security.
- 7.3 On refusal to pay in time or provide security within the meaning of article 7.2 Reuzenrad Bouw Lamberink BV are entitled - at their discretion - to suspend execution of the agreement or terminate the agreement without prejudice to Reuzenrad Bouw Lamberink BV's right to compensation and the right of recovery of items delivered by Reuzenrad Bouw Lamberink BV within the meaning of article 10.1.

- 7.4 Unless explicitly agreed otherwise in writing, payment of agreed price will be carried out in the following instalments:
- a. 20% of the agreed price at the time of the order,
 - b. 30% of the agreed price at the start of activities to be carried out by Reuzenrad Bouw Lamberink BV,
 - c. 40% of the agreed price half way the of the activities to carried out by Reuzenrad Bouw Lamberink BV,
 - d. 10% of the agreed price at delivery of the order.
- 7.5 If, due to circumstances attributable to the client, the agreement cannot be executed within the agreed term of terms, it will not result in suspension of the client's payment obligations. The Client remains obligated to pay on the agreed times.
- 7.6 The Client's payment terms are final. In the event of late payment, by the mere expiry of the payment term, the client will be in default, without having been given notice of default, from the moment the term has been exceeded until the day of full payment and the Client must pay 1% interest per month on the outstanding amount. In this regard part of a full month is considered to be a full month.
- 7.7 Counterclaims by the client may not be set off by the Client unless these counterclaims have been explicitly acknowledged by Reuzenrad Bouw Lamberink BV in writing or have been irrevocably determined by law.
- 7.8 Payment may not be suspended on the grounds that there are shortcomings with regard to another (part) delivery or other (sub) activities.
- 7.9 If any attachment is levied against the Client, he is granted suspension of payments or he is declared bankrupt, all his debts will become immediately payable to Reuzenrad Bouw Lamberink BV in full.
- 7.10 Costs of any measures Reuzenrad Bouw Lamberink BV take in or out of court in connection with the Client failing to fulfil his obligations towards Reuzenrad Bouw Lamberink BV are wholly at the expense of the Client.
- 7.11 If the Client is in default with regard to amounts charged to the Client by Reuzenrad Bouw Lamberink BV, the Client must pay to Reuzenrad Bouw Lamberink BV extrajudicial (collection) costs of judicial costs and Reuzenrad Bouw Lamberink BV shall lay claim to these costs which in this case, contrary to section 6:96 par 4 of the Dutch Civil Code (Burgelijk Wetboek) and contrary to the extrajudicial collection costs (fees) decree (Besluit vergoeding voor buitengerechtelijke incassokosten), will be determined on the basis of the rates as stipulated in the preliminary work report (Rapport Voorwerk II).
- 7.12 Reuzenrad Bouw Lamberink BV does not have to return ant items Reuzenrad Bouw Lamberink BV have at their disposal for processing or repairs until the Client has paid all to Reuzenrad Bouw Lamberink BV that is outstanding for whatever reason.

Article 8. Assembly and installation

- 8.1 Any materials supplied will only be installed by Reuzenrad Bouw Lamberink BV if this has, in advance, been agreed between parties in writing at the formation of the order. Personnel in charge of the installation will restrict themselves to installing materials supplied by Reuzenrad Bouw Lamberink BV and / or materials included in the order. Reuzenrad Bouw Lamberink BV are never liable for any installation work not covered by the order.
- 8.2 The following activities are not considered to be installation work:
- a groundwork, demolition work, foundation work, cementing, carpentry or other construction work of whatever nature, neither are the costs of connections to the main pipe network of the sewage system, of gas or water or connection to the electricity network;
 - b the extra help needed to move those parts that cannot be dealt with by Reuzenrad Bouw Lamberink BV as well as the hoisting gear and rigging required for this purpose;
 - c erecting any type of scaffolding;
 - d supplying and installing switching and safety equipment and electronic wiring for electric motors and other electrical equipment to be used by Reuzenrad Bouw Lamberink BV, with the exception of starting and control resistors that are part of these electric motors and/or electric equipment; the supply of gas, water, electricity, compressed air and such, necessary for the testing and putting into operation of the material to be supplied;
 - e taking measures to prevent damage to the items at the work site;
 - f extra costs of removal, related to the type of material to be removed such as in the case of hazardous building materials and/or chemical waste.
- 8.3 Unless agreed otherwise the client will ensure correct and timely execution of all installations, facilities and/or conditions that are necessary for the construction of the material to be installed and/or the correct operation of the material in assembled state.
- 8.4 The Client will ensure that Reuzenrad Bouw Lamberink BV can carry out their activities without interference during normal working hours and if Reuzenrad Bouw Lamberink BV deem this necessary, outside normal working hours, the latter case in proper consultation with the Client. The Client will offer Reuzenrad Bouw Lamberink BV an appropriate area to carry out the activities, which area is or can be heated, provided with gas, water and electricity and complies with requirements laid down by government rules for the use of covered work areas. This area will be provided with proper sanitary facilities, sufficiently accessible for the supply of materials, provided or able to be provided with such lighting that the installation activities can be carried in artificial light and provided with sufficiently lockable dry storage areas for materials, equipment and other items.
- 8.5 If installation activities cannot take place regularly or without interruption or are delayed in any other manner due to cause that are no fault of Reuzenrad Bouw Lamberink BV, Reuzenrad Bouw Lamberink BV will be entitled to charge any additional costs resulting from this to the client at the rate that is current at the time.

Article 9. Approval, shortcomings, guarantee

- 9.1 After delivery or termination of the work the Client is obliged to immediately and meticulously check that the items delivered by Reuzenrad Bouw Lamberink BV and work carried out for him are sound and complete.
- 9.2 After delivery or termination of the work the Client will report any complains with regard to fault or shortcomings in writing within 15 working days - specifying accurately what the nature and reason for the complaints are. It can only be held to be a shortcoming or fault in the items delivered or work carried out by Reuzenrad Bouw Lamberink BV if these can be reproduced to Reuzenrad Bouw Lamberink BV and it can be objectively demonstrated that the items or work carried out do not comply with the Agreement.
- 9.3 If no complaints are submitted within the term in 9.2 the items or the work will be regarded as accepted and approved in the sense that no claims can be made on any shortcomings that could have been detected by expert and accurate investigation.
- 9.4 Shortcomings reported within the term stated in 9.2 and attributable to Reuzenrad Bouw Lamberink BV and any hidden shortcomings- being only those shortcomings that could not reasonably have been detected by an expert and accurate investigation within the term referred to in 9.1 and which have come to light within three months after delivery of the items or termination of the work and have been reported to Reuzenrad Bouw Lamberink BV in writing within twenty calendar days after detection- will only be rectified free of charge exclusively within the country of destination of the items delivered by Reuzenrad Bouw Lamberink BV - at the discretion of Reuzenrad Bouw Lamberink BV and in so far as it is within their power - by means of replacement or repair.
- 9.5 Items or parts thereof that are replaced by Reuzenrad Bouw Lamberink BV remain or become property of Reuzenrad Bouw Lamberink BV. The transport of the item as well as any relocation or (dis)assembly of other items is carried out at the expense and risk of the Client. Travel and accommodation costs incurred by personnel engaged by Reuzenrad Bouw Lamberink BV are at the expense of the Client.
- 9.6 Termination of an agreement by the Client due a shortcoming is only possible in so far as it concerns a shortcoming as referred to in 9.1 and 9.2 and Reuzenrad Bouw Lamberink fail to rectify this shortcoming within a reasonable term whereby all circumstances are taken into account and maintenance of the agreement can reasonably no longer be demanded from the Client.
- 9.7 Excluded from the guarantee are faults which have occurred by normal wear and tear, improper use, incorrect maintenance or faulty installation, or those which have occurred by exceptional circumstances not attributable to Reuzenrad Bouw Lamberink BV such as electrolytic effects, chemical corrosion in the widest sense of the word or overloading. Also excluded are faults that have been wholly or partly caused by compliance with a government regulation with regard to the nature or quality of the materials used by Reuzenrad Bouw Lamberink BV, or if these have occurred in electric motors that are not protected by appropriate safeguards, or have been because the electric motors are not supplied with the prescribed mains voltage.

- 9.8 Faults to items supplied by Reuzenrad Bouw Lamberink BV, which, with agreement of the client, were produced in a different way than is commonly used by Reuzenrad Bouw Lamberink BV in the production of these items, meaning it concerns a prototype, as well as faults to items supplied by Reuzenrad Bouw Lamberink BV for which during the production process details and/or drawings provided by Reuzenrad Bouw Lamberink BV were varied on instructions of the client, or which have been produced fully or partly based on details and/or drawings provided by the Client which had not been approved in advance in writing by Reuzenrad Bouw Lamberink BV, are not covered by Reuzenrad Bouw Lamberink BV's guarantee obligations.
- 9.9 With regard to inspections, providing advice and similar activities carried out by Reuzenrad Bouw Lamberink BV, Reuzenrad Bouw Lamberink BV will make every effort to carry these out to the best of their knowledge and ability. No guarantees are issued with regard to any of these activities.
- 9.10 The Client must, at all times, give Reuzenrad Bouw Lamberink BV a reasonable opportunity to rectify any faults. With regard to these activities the provisions in article 8 of these general conditions are also applicable.
- 9.11 The guarantees included in article 9 only apply if the client has met all his obligations towards the contractor. The Client is never entitled to suspend compliance with his obligations towards Reuzenrad Bouw Lamberink BV for the single reason that Reuzenrad Bouw Lamberink BV did not or did not sufficiently comply with their guarantees obligations.
- 9.12 If Reuzenrad Bouw Lamberink BV use items that have been made available to Reuzenrad Bouw Lamberink BV or have been supplied to Reuzenrad Bouw Lamberink BV by third parties during the execution of any order for the client, the provisions described in this article shall only apply if and in so far as Reuzenrad Bouw Lamberink BV is able to rely on guarantee provisions based on existing agreements with these third parties.

Article 10. Risk and transmission of ownership

- 10.1 Reuzenrad Bouw Lamberink BV reserve the right to ownership of items and services to be delivered by them and any future delivery of items and provisions of services, until all current and future claims on the Client, in connection with agreements for the delivery of items or any services provided in relation to this, have been fully complied with by the Client. With regard to his normal business activities the Client may have the use of items that are still in Reuzenrad Bouw Lamberink BV' ownership on the understanding that he may not hire out the items or encumber these with restricted rights. The Client must treat these items with the necessary care and as Reuzenrad Bouw Lamberink's recognizable property and also ensure that these items are insured against fire, explosion, storm, transport or water damage, as well as theft and statutory liability. At Reuzenrad Bouw Lamberink BV's first request the Client must make the relevant policies available for inspection as soon as possible.
- 10.2 Damage or loss of items intended for the Client other than as a result of faults attributable to Reuzenrad Bouw Lamberink BV or of an act carried out with intent and gross negligence by one or more of their staff is a risk that will be borne by the Client from the moment these items leave the factory or from the agreed delivery address, for reasons that are not attributable to Reuzenrad Bouw Lamberink BV.

Article 11. Intellectual property rights

- 11.1 Unless agreed otherwise, Reuzenrad Bouw Lamberink BV will retain the copyrights, as well as all other rights of intellectual and industrial property on designs, sketches, images, drawings, models, programmes or quotations provided by Reuzenrad Bouw Lamberink BV. These documents remain Reuzenrad Bouw Lamberink BV's property and may not be copied, shown to any third parties or used in any other way without Reuzenrad Bouw Lamberink BV's explicit written permission, irrespective of whether any related costs have been charged to the Client.
- 11.2 At the first request by Reuzenrad Bouw Lamberink BV the Client is obliged to return the items referred to in 11.1 to Reuzenrad Bouw Lamberink as soon as possible by registered mail, subject to an immediately payable penalty of € 1000,00 per day. Reuzenrad Bouw Lamberink BV do not have to give notice of default to the Client before Reuzenrad Bouw Lamberink BV can claim this penalty amount. In addition to claiming the penalty incurred Reuzenrad Bouw Lamberink BV may demand compliance, compensation or termination from the Client. If the purchased material is subject to a patent dispute, Reuzenrad Bouw Lamberink BV reserve the right to modify the part of the material that is causing the infringement as they see fit in order to prevent patent infringement. A patent dispute may in no way be used as a reason for the Client to claim compensation or annulment or termination of the sales agreement.

Article 12. Confidentiality

- 12.1 Parties will make every effort to prevent any confidential information coming to the attention of or ending up in the hands of any third parties. This does not apply if publication takes place by reason of a court order or by reason of any other statutory obligation to provide information or with prior written permission from the other party.
- 12.2 Parties will oblige their personnel and any third parties engaged by them to observe these confidentiality stipulations.

Article 13. Liability for damage

- 13.1 Reuzenrad Bouw Lamberink BV are neither contractually nor non-contractually liable for any damage of the buyer that may be the result of any faults to the delivered items on the basis of or as a result of the agreement, such with the exception of intent or willful recklessness on the part of Reuzenrad Bouw Lamberink BV.
- 13.2 Reuzenrad Bouw Lamberink BV are only liable for any shortcomings attributable to them with regard to the execution of the Agreement, in so far as this appears explicitly from this article and in so far they have not exercised the due care and attention of a proper contractor.
- 13.3 If and in so far, despite the provisions in articles 13.1, 13.2, 13.4, 13.5, any liability rests with Reuzenrad Bouw Lamberink BV, the total of Reuzenrad Bouw Lamberink BV's liability is limited to a maximum of 50% of the net invoice value Reuzenrad Bouw Lamberink BV have received with regard to the Agreement. On the understanding that Reuzenrad Bouw Lamberink BV, at all times, will at most be liable to a maximum amount of € 250.000,00 (two hundred and fifty thousand Euros). In all the above mentioned cases Reuzenradradbouw Lamberink' liability is limited to a maximum of the damages covered by the business liability insurance.
- 13.4 Reuzenrad Bouw Lamberink BV are never liable for any indirect damages to the Client or any third parties, including consequential damage, lost profits, lost turnover, loss of data and immaterial damage.

- 13.5 On determining Reuzenrad Bouw Lamberink BV's total liability within the meaning of article 13.3 the provisions in 9.2, 9.3 and 9.4 apply.
- 13.6 If the Client claims any compensation Reuzenrad Bouw Lamberink BV are entitled, although not obliged, to investigate the cause, nature and extent of the damage for which compensation is claimed. If Reuzenrad Bouw Lamberink BV choose to use their right to investigation they will be given full cooperation. Failure to do so will result in complete extinction of the right to compensation.
- 13.7 The Client is not permitted to set off any claims for damages not acknowledged by Reuzenrad Bouw Lamberink BV or not irrevocable established in law.
- 13.8 The Client will, at all times indemnify Reuzenrad Bouw Lamberink, (legal) persons that are part of Reuzenrad Bouw Lamberink BV, their staff and any third parties engaged for the execution of the agreement against any claims by third parties that are in any way related to work carried out, items delivered or works produced by Reuzenrad Bouw Lamberink BV for the benefit of the Client, unless the claim is the result of intent or gross negligence on the part of Reuzenrad Bouw Lamberink BV.

Article 14. Applicable conditions / applicable law / competent court

- 14.1 These General Conditions and any Agreements with Reuzenrad Bouw Lamberink BV are exclusively governed by Dutch law. The Vienna Sales Convention is not applicable to this agreement.
- 14.2 The provisions in the General Conditions and the Agreement jointly determine the legal relationship between parties and serve as exclusive evidence of arrangements made between parties.
- 14.3 Reuzenrad Bouw Lamberink BV may transfer any of their rights and obligations with regard to this Agreement to third parties. If the transfer of Reuzenrad Bouw Lamberink's rights and obligations to a third party is not acceptable to the Client, he has the right to cancel this agreement within five (5) days after receipt of the relevant notification.
- 14.4 These General Conditions apply to all offers and acceptance on the part of Reuzenrad Bouw Lamberink BV. In so far as the Client would refer to other conditions in his offer or acceptance, applicability thereof is explicitly rejected.
- 14.5 All disputes which may arise between parties as a result of their agreement or any further agreements and other actions in connection with this agreement will be submitted to the competent court in Almelo (The Netherlands). There is a dispute if one of the parties makes a statement to this effect.
- 14.6 Contrary to the provisions in article 14.5 any dispute that may arise between Parties will only be resolved by the Netherlands Arbitration Institute (NAI) based on the arbitration regulations of the Netherlands Arbitration Institute, if the Client is based in China or the United States, or if Reuzenrad Bouw Lamberink BV supply their items and/ or services there on the basis of the Agreement. The procedure will be held in the Dutch language and the arbitral tribunal will consist of an uneven number of arbiters. Joining the arbitral proceedings with any other arbitral proceedings as provided for section 1046 of the Dutch Code of Civil Procedure (Rv) is excluded. There is a dispute if one of the parties makes a statement to this effect.