

## **GENERAL PURCHASE TERMS AND CONDITIONS DE JONG& PARTNERS VENLO B.V.**

### **1. DEFINITIONS**

In these general purchase terms and conditions the following terms have the following meanings:

- 1.1. De Jong & Partners: the private company with limited liability De Jong & Partners Venlo B.V., established in Venlo.
- 1.2. Supplier: Each party that enters into an agreement with De Jong & Partners for the sale of Products and/or for the provision of services to De Jong & Partners.
- 1.3. Agreement: All agreements, including these general purchase terms and conditions between De Jong & Partners and the Supplier, every assignment that De Jong & Partners provides to the Supplier, as well as all legal acts related thereto.
- 1.4. Products: All goods to be delivered (have delivered) by the Supplier (including the raw materials and packaging thereof) as well as the services attached thereto.

### **2. APPLICABILITY**

- 2.1. These general purchase terms and conditions of De Jong & Partners apply to all requests, offers, tenders, assignments, purchase orders, confirmation of the assignments, agreements and all legal acts related thereto with regard to the Products to be delivered, the services to be provided, the assignment to be executed and other work to be executed by the Supplier to/for De Jong & Partners.
- 2.2. Derogations from and addendums to these general purchase terms and conditions can only be agreed in writing.
- 2.3. These general purchase terms and conditions form part of the agreement between the Supplier and De Jong & Partners. The applicability of the general terms and conditions of the Supplier is expressly rejected by De Jong & Partners.
- 2.4. Derogations from these general purchase terms and conditions will only be valid insofar as these have been expressly accepted in writing by De Jong & Partners. They will only apply for the order or agreement that they relate to.
- 2.5. In the event of conflict between the present general purchase terms and conditions and the terms and conditions agreed mutually by parties, the present general purchase terms and conditions will prevail.
- 2.6. The Supplier, who once has contracted subject to these general purchase terms and conditions, agrees to the applicability of these terms and conditions to later agreements between the Supplier and De Jong & Partners.

### **3. COMING INTO EFFECT OF THE AGREEMENT**

- 3.1. A request for an offer will not bind De Jong & Partners. Only the assignments provided by De Jong & Partners (by letter or by email) will be binding for De Jong & Partners.

- 3.2. The agreement will only come into effect if and insofar as De Jong & Partners have expressly accepted an assignment, or an offer etc. from the Supplier in writing, or as the case may be has sent confirmation in writing regarding this. In writing is taken to mean in these general purchase terms and conditions every form of communication by regular mail, email, or other electronic data traffic, in the course of which De Jong & Partners - represented by a person authorised for this purpose - expressly provides an assignment to the Supplier.
- 3.3. De Jong & Partners are at any time entitled to change the extent or composition of any assignment. The Supplier will be obliged to implement this change, unless this cannot be required from the Supplier in all reasonableness. If such a change is made at a time when in all reasonableness it cannot be required from the Supplier to execute this without charging costs or extra charges, the Supplier will within 7 days after receipt of the statement for change, make a statement of these costs or extra charges, following which it will be for De Jong & Partners to accept these costs or extra charges, or to require the execution of the original assignment (without application of the stated change). If the statement referred to above is not made within the period of 7 days, De Jong & Partners can rely on that the execution of the change will not entail any extra costs or extra charges.
- 3.4. If the execution of the stated change, as referred to in article 3.3 entails a change in the delivery period, the Supplier will inform De Jong & Partners of this in writing within 3 days after the sending of the assignment or request for change, following which it will be for De Jong & Partners to accept this change in the delivery period, or to require the execution of the original assignment (without application of the change). In the event that the statement referred to above is not made within a period of 3 days, De Jong & Partners can rely on that the execution of the changed assignment will not entail any change in the delivery period.
- 3.5. The Supplier, who commences with the execution of the assignment without having received an order or instructions in writing for this purpose from De Jong & Partners, does this entirely at his own expense and risk. De Jong & Partners will not be obliged to any compensation or payment in this respect.
- 3.6. All notifications with regard to the agreement must be made or confirmed in writing by the Supplier, stating the full company name of the Supplier, the order number, the price of the deliveries and the destination as stated on the order concerned. Any verbal order/assignment will not bind De Jong & Partners, with the exception of and insofar as De Jong & Partners have confirmed the verbal order/assignment in writing.

#### **4. PRICES INVOICING AND PAYMENT**

- 4.1. Unless De Jong & Partners and the Supplier have agreed otherwise in writing, all agreed prices are excluding VAT and excluding import duties, but including (i) the (pre-)transport costs as referred to in article 5.1 (on the basis of FOB/FCA) (ii) proper packaging and (iii) any other additional costs or duties charged by third parties or otherwise. The (pre-)transport to the delivery address stated by De Jong & Partners (on the basis of FOB/FCA) will be arranged with the Supplier in a separate agreement, which will also be set out in the order concerned. If the location of the delivery (on the basis of FOB/FCA) is changed by the Supplier, De Jong & Partners must be immediately informed of this, but no later than 5 working days prior to the delivery. Insofar as the change of the delivery address results in additional costs for De Jong & Partners (such as costs for the transport to be executed by De Jong & Partners from the

derogating delivery address), these costs will be at the Supplier's expense. De Jong & Partners will be entitled to set off these additional costs against the invoice amount.

- 4.2. In the event that the Supplier executes an agreement, or an entitlement accruing to the Supplier on the basis of any statutory provision, for price increase, De Jong & Partners will be entitled to terminate the agreement (including these general purchase terms and conditions) without notice of default and without being thereby liable for compensation. The Supplier cannot rely on an agreed entitlement, or an entitlement accruing to the Supplier on the basis of any statutory provision to price increase for orders already placed.
- 4.3. If and insofar as the Supplier fulfils his contractual obligations, De Jong & Partners will - if necessary - with due regard to the provisions of article 4.1 - execute the payment of invoices within 60 days after the invoice date, unless agreed otherwise. Invoices will be exclusively eligible for payment if these are correctly specified, if these contain the relevant and correct reference or order numbers, as well as the date of the order from De Jong & Partners. Incorrectly specified invoices will be returned to the Supplier. In that case the payment term of 60 days will commence from the time of the receipt of the correct (or corrected) invoice.
- 4.4. Payment by De Jong & Partners does not in any respect imply the waiver of any right pursuant to the agreement, these terms and conditions, or the law. Payment cannot be regarded as any acknowledgement by De Jong & Partners of the sound condition of the delivered Products and will not release the Supplier from any liability in this respect.
- 4.5. Payment will release De Jong & Partners from every obligation ensuing from the agreements concerned and cannot be regarded by the Supplier as payment of any other claim the Supplier alleges to have against De Jong & Partners, including interest or extrajudicial costs.
- 4.6. If the Supplier does not or does not completely fulfil any obligation on the basis of the agreement, or these general purchase terms and conditions, De Jong & Partners will be entitled to suspend the payment obligation towards the Supplier.
- 4.7. De Jong & Partners will be entitled at any time to set off the claims that the Supplier has against it, against the claims that it has against the Supplier on whatsoever basis.
- 4.8. The Supplier must, upon the first request from De Jong & Partners, provide De Jong & Partners with the right, in the event of advance payment (whether or not partial) for the performance of the agreement, to establish a right of pledge on the Supplier's property.

## **5. DELIVERY AND PACKAGING**

- 5.1. Unless expressly agreed otherwise in writing, delivery will at any time take place FCA, or as the case may be FOB, in conformity with the Incoterms (most recent version), as drawn up by the international Chamber of Commerce, and including proper packaging and all other costs on the part of the Supplier related to the fulfilment of the Supplier's obligations.
- 5.2. The delivery period will commence at the time when the agreement comes into effect and is a final deadline. The exceeding of the delivery period entails that the Supplier will be in default without notice of default, and that De Jong & Partners will be entitled to terminate the contract and/or to claim compensation. If any exceeding of the delivery period is pending, the Supplier must report this to De Jong & Partners stating reasons, grounds and prior to the exceeding, which will not affect any consequences of this exceeding.

- 5.3. The Supplier will not be entitled to make partial deliveries, unless agreed otherwise in writing. If the execution of partial deliveries has been agreed, a partial delivery will also be taken to mean delivery for the application of these general purchase terms and conditions.
- 5.4. For the meeting of the delivery period the receipt of the Product at the delivery location in conformity with FOB and FCA will be the determining factor, as stipulated in article 5.1. The delivery period will be exclusively deemed to be met if, on the basis of the agreement all deliveries made have taken place in a timely manner and completely and De Jong & Partners and/or third parties engaged by De Jong & Partners (such as external carriers) has/have signed for the delivery. The latter-mentioned signing nevertheless will not affect that the delivered Products can still be rejected on the basis of article 6. With the exception of evidence of the delivery time, the Supplier cannot derive any right whatsoever from the signing referred to in the first sentence of this subclause (5.5) and the signing accordingly will not prevent (for example) De Jong & Partners from exercising their rights (inter alia) on the basis of a failure on the part of the Supplier.
- 5.5. In the event that the Supplier does not deliver in a timely manner, the Supplier will owe a financial penalty to De Jong & Partners for each day or part of a day by which the delivery period is exceeded, this financial penalty will be without any requirement of further notice of default and will amount to 1% of the order amount, with a maximum of 10% of the order amount.
- 5.6. The delivery of more or less than the ordered quantity will only be agreed to if De Jong & Partners and the Supplier have expressly agreed to this in writing. If less than the ordered quantity is delivered and De Jong & Partners have expressly agreed to this in writing, the Supplier will apply a pro rata reduction of the price. If more than the ordered quantity is delivered and De Jong & Partners have expressly agreed to this in writing, the Supplier will not charge any extra costs, with the exception of the applicable purchase price (consisting of the product costs, or purchase costs without a profit margin). In that case the Supplier will be obliged to provide De Jong & Partners with an overview/a specification in writing, from which the purchase price will be evident.
- 5.7. The Supplier will not be entitled to suspend his obligations to deliver in the event that De Jong & Partners fails in the fulfilment of one or more of their obligations.
- 5.8. The Supplier guarantees that the Product as well as the packaging will comply with the applicable regulations, including the applicable European Regulations/Treaties. The Supplier guarantees that his Product (including packaging) will be free from defects and in particular will have all agreed characteristics during the entire, possibly agreed, guarantee period and in any event during the statutory guarantee period.
- 5.9. The labelling and the information regarding the product composition intended for the packaging will be provided by De Jong & Partners to the Supplier. The Supplier will be responsible for the inspection of the accuracy of the lay-out and contents of the label and the product characteristics or product composition described thereon.
- 5.10. The Products must have properly readable labelling, which states what the contents of the Products are.
- 5.11. The Supplier will also be obliged, upon the first request from De Jong & Partners, to provide together with the delivery a proper specification of the composition of the Products delivered by the Supplier. The Supplier is not permitted to unilaterally change a specification, without

prior permission in writing from De Jong & Partners.

## **6. QUALITY**

- 6.1. The Supplier guarantees that at the delivery the Products will be of a good quality and free of defects and furthermore will entirely correspond with the provisions of the agreement, the specifications stated and the reasonable expectations of De Jong & Partners concerning the characteristics, quality and reliability of the Products. The Products must be suitable for the purpose for which they are intended from the nature of the goods, or as evident from the delivery or order. The Products must furthermore comply with the statutory requirements applicable in the Netherlands and other (international) government regulations.
- 6.2. The Supplier is aware of the fact that De Jong & Partners are active in consumer products. The Supplier guarantees more specifically that the Products delivered by him are safe. Examples of unsafe Products, including the packaging, are: too high a level or non-permitted chemical substances, pathogenic, or too high a number of unwanted micro-organisms, incorrect labelling that can result in danger to public health in general or to specific groups.
- 6.3. If the agreement refers to technical, safety, quality, or other regulations and documents that are not enclosed with the agreement, the Supplier will be deemed to be aware of these, unless the Supplier promptly informs De Jong & Partners in writing of the contrary. In that case De Jong & Partners will give further particulars to the Supplier regarding these regulations and documents.

## **7. INSPECTION AND COMPLAINT**

- 7.1 De Jong & Partners are entitled at any time, but not obliged, during the production, processing and storage, as well as after the delivery/completion to test (have tested) the Products, or as the case may be to inspect whether the services provided have been executed in conformity with the agreement and these general purchase terms and conditions. The Supplier will be obliged to provide full cooperation to this.
- 7.2 If during the testing, inspection, or sampling the Products are rejected wholly or in part, De Jong & Partners will inform the Supplier of this in writing. De Jong & Partners can at their discretion require replacement or repair, or as the case may be can proceed with the termination or cancellation of the agreement. Requiring replacement or repair, as well as the termination and/or cancellation of the agreement, will not affect the right of De Jong & Partners to compensation.
- 7.3 In the event of rejection the costs of the inspection will be at the Supplier's expense. De Jong & Partners will store (have stored) the rejected Products at the Supplier's expense and risk. If the Supplier does not, within a period of 14 days after De Jong & Partners have made it apparent to the Supplier that the delivered Products have been rejected, collect these Products, De Jong & Partners can, without permission from the Supplier, store (have stored), sell (have sold) or destroy (have destroyed) these Products at the Supplier's expense and risk.
- 7.4 De Jong & Partners will never be bound by any period set out by the Supplier during which De Jong & Partners must make it apparent that the delivered Products are rejected, or at least within which De Jong & Partners must make a complaint.

## **8. TRANSFER OF RISK AND OWNERSHIP**

- 8.1 The ownership and risk of the Products will transfer to De Jong & Partners at the time of the delivery FOB, or as the case may be FCA, in conformity with the Incoterms (most recent version), as drawn up by the International Chamber of Commerce, unless (i) agreed otherwise in writing, or (ii) the Products are rejected by De Jong & Partners during or after the delivery (on the basis of article 6 and/or article 7 of these general purchase terms and conditions).
- 8.2 The Supplier guarantees that the unencumbered ownership of the Products will be acquired.
- 8.3 The Supplier waives all rights and entitlements that accrue to the Supplier on the basis of the right of retention or the right of recovery.
- 8.4 In the event of advance payment by De Jong & Partners, the ownership of the Products to be delivered, including the materials from which they are produced, will entirely transfer to De Jong & Partners at the time of this advance payment and regardless of the amount of this advance payment. From the time of the advance payment the Supplier will hold the Products for De Jong & Partners and will remain fully liable for the correct delivery. In the event of advance payment, De Jong & Partners will be entitled to require a bank guarantee or other security for the repayment of the amounts paid in advance if the Supplier does not or does not properly fulfil his obligations.

## **9. GUARANTEE AND CONFORMITY**

- 9.1 In addition to (and without affecting) the provisions of article 5 and 6, the Supplier guarantees in general that the Products to be delivered and the documentation forming part thereof meet all the agreed specifications, characteristics and requirements that De Jong & Partners could expect on the basis of the agreement and that are necessary for the normal use thereof and regarding which De Jong & Partners did not have to doubt the presence of. The Supplier further guarantees that the Products will comply with the stated requirements, specifications and regulations and that the Products will comply with all relevant provisions (whether or not statutory) concerning inter alia quality, the environment and health and safety.
- 9.2 Insofar as the Supplier can claim guarantees towards his own (sub-)suppliers or auxiliary persons, the Supplier will transfer this to De Jong & Partners free of charge upon first request. The Supplier will execute all acts required for this purpose and will provide cooperation to effect this transfer in the shortest possible time.
- 9.3. The Products to be delivered by the Supplier must be free of all (special) charges and restrictions, as well as restrictions ensuing from patents, copyright, or other intellectual property rights, unless De Jong & Partners have expressly and unconditionally accepted in writing one or more charges or restrictions.
- 9.4 The Supplier will upon first request indemnify De Jong & Partners against claims by third parties, ensuing directly or indirectly from the failure to comply, or late, or incomplete compliance with this article, these terms and conditions, or the obligations referred to in the agreement that has come into effect.
- 9.5 A guarantee provided by or on behalf of the Supplier will be extended by the period during which De Jong & Partners, or their customer(s) have not taken the Products concerned into

use, or could not use these Products, due to one or more shortcomings in the delivered Products.

- 9.6 The Supplier also provides a guarantee for the Products that - in the context of the guarantee obligation - are provided to De Jong & Partners or their customer(s) for replacement or repair, as well as for other Products that are directly or indirectly related to the Products delivered pursuant to the guarantee for replacement or repair.

## **10. LIABILITY**

- 10.1 The Supplier will be liable for all damage on the part of De Jong & Partners that has arisen as a result of the failure to, late, or not proper fulfilment of the obligations under the agreement, also included therein the execution by the auxiliary persons engaged by the Supplier. The product liability for the Products delivered by or on behalf of the Supplier is at any time exclusively and fully vested in the Supplier.
- 10.2 The Supplier is also liable for all damage and costs that arise during or due to the recall of Products delivered by or on behalf of De Jong & Partners, if the recall of these Products is demonstrably caused, or as the case may be is also demonstrably caused, by defective or otherwise incorrect supplies from the Supplier. The damage and costs referred to above also include (inter alia) all measures that the Netherlands Food and Consumer Product Safety Authority (Dutch NVWA) and/or the government imposes/impose on De Jong & Partners, or as the case may be executes/execute at the expense of De Jong & Partners, including (but not limited to) a so-called 'recall obligation', entailing an obligation to recall a (possibly) unsafe and/or dangerous consumer article and/or to withdraw this from the trade and to warn the public regarding this.
- 10.3 The Supplier is liable for all damage that De Jong & Partners and/or later customers or users, including the ultimate consumer of the delivered Products (whether or not in a processed condition) suffer as a result of the acts or omissions of the Supplier, or as the case may be his personnel or third parties engaged by him. The liability of the Supplier related to direct as well as indirect damage, including in any event trading loss, consequential damage, or demurrage, lost earnings and profit, loss of clients and damage to the good name and/or goodwill.
- 10.4 The Supplier indemnifies De Jong & Partners against all claims by third parties related to the agreement concluded between the Supplier and De Jong & Partners.
- 10.5 The Supplier must take out adequate insurance for the damage referred to above. This obligation to insure also includes the auxiliary materials that are involved in any manner whatsoever in the performance of the agreement. The Supplier will have it noted in the insurance policies that any payments will be made by the insurance company directly to De Jong & Partners. The Supplier will upon first request make the policy documents concerned available to De Jong & Partners for perusal.

## **11. RECALL**

- 11.1 If one of the parties becomes aware of a defect in the Products (including packaging), this party must immediately inform the other party of this, stating the following:
- (a) the type of defect;
  - (b) the affected Product;

- (c) all other information that might be of importance.
- 11.2 Thereupon parties will in consultation take all necessary measures having regard to the circumstances. The measures to be taken can inter alia include that deliveries will be discontinued, that the production will be halted, that the stock of the Products will be blocked (whether or not by customers of De Jong & Partners) and/or that a recall of the Products will take place on the market. Only De Jong & Partners will be entitled to take the decision whether and which of these measures will be taken and how the implementation thereof will take place. Insofar as applicable, De Jong & Partners will take into consideration during this decision that they introduce high-quality Products to the market and thereby have a reputation to protect. The Supplier must provide all reasonable cooperation to the implementation of the measures and, insofar as the cause for this can be attributed to the Supplier, bear the costs thereof without prejudice to the provisions of article 8, 9 and 10. The Supplier is hereby obliged, upon the request from De Jong & Partners, to immediately provide information to De Jong & Partners for the limitation of the costs and the consequences of any recall or product recall campaign.
- 11.3 The Supplier will be obliged to treat all information with regard to actual measures, or any measures to be taken, with confidentiality.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The Supplier provides De Jong & Partners with a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use with regard to any intellectual property rights related to the Products delivered by the Supplier. This right of use also consists of the right to provide an identical right of use to (potential) customers or to other third parties with whom/which De Jong & Partners maintains business contact related to the carrying out of their business.
- 12.2 The Supplier guarantees that the use (including resale) of the Products delivered by the Supplier or the services provided by the Supplier will not infringe the intellectual property rights or other (ownership) rights of third parties.
- 12.3 De Jong & Partners are the exclusive entitled party and copyright owner of the “*artwork*”, delivered by De Jong & Partners, which includes the (product) information, texts, photographs, images, logos, lay-out and/or specifications. The artwork is provided to the Supplier, in order for the Supplier to be able to use this for the labelling/packaging of the Products. The Supplier is prohibited from using the “*artwork*”, as referred to above, for the sale of Products other than exclusively the Products that are delivered to De Jong & Partners.
- 12.4 The Supplier indemnifies De Jong & Partners against any liability, which is enforced, rightly or wrongly, by a third party on the basis of an alleged infringement as referred above. If De Jong & Partners' attention is drawn by a third party to an alleged infringement, De Jong & Partners will promptly inform the Supplier of this. The Supplier will immediately take all necessary measures to make the unhindered use etc. possible for De Jong & Partners possible. If the Supplier omits, within a reasonable period, but no later than within one month after notification, to take the necessary measures as referred to above, De Jong & Partners will have the right to do this at the Supplier's expense and risk. The necessary measures also include conducting legal proceedings, making such arrangement with any entitled parties and making such changes in the Products, without thereby affecting the sound condition and usability, so that a noticed infringement is terminated.



12.5 If the Supplier develops Products for De Jong & Partners in the context of the agreement, all (claims to) intellectual property rights to be relied thereon will exclusively accrue to De Jong & Partners. Any payment for this will be deemed to be included in the price agreed for the Products. If necessary, the Supplier will provide full cooperation to the coming into effect or transfer of these rights to De Jong & Partners.

### **13. PROHIBITION OF TRADE (RE)SALE**

13.1. The Supplier is prohibited from using the trademarks (including brand names), pictorial trademarks, as well as the Products (including the final products as well as parts of the final product or semi-finished products, or as the case may be packaging material, all this in the broadest sense of the words) for trade/sale to third parties, not being De Jong & Partners.

13.2. The Supplier as well as his sub-Suppliers, the enterprises affiliated with the Supplier and/or natural persons or legal entities directly or indirectly involved, are expressly prohibited from trading and/or selling to parties other than De Jong & Partners the produced Products (for which De Jong & Partners have provided an assignment), wholly or in part, which is in the broadest sense of the words and in whatsoever manner, which also applies to rejected Products and/or Products, or as the case may be semi-finished products, or packaging material, which have not been purchased by De Jong & Partners, or have not been delivered to De Jong & Partners. The same prohibition applies with regard to the use of trademarks (including brand names) and pictorial trademarks (such as logos and/or similar images).

### **14. CONFIDENTIALITY**

14.1. The Supplier will be obliged, also after the termination of the agreement, to maintain the confidentiality of the data provided by De Jong & Partners, even if the information referred to is not regarded as specifically confidential, which is subject to an immediately due and payable financial penalty of € 50,000 and without prejudice to the claims of De Jong & Partners to compensation of damage. The applicability of Section 92 and 93 Book 6 of the Civil Code is hereby expressly excluded.

14.2. The Supplier must also stipulate confidentiality on the part of staff members and third parties who/which are involved in any manner whatsoever in the context of the performance of the agreement.

14.3. The Supplier is prohibited from using the information provided by De Jong & Partners for personal use or third parties.

14.4. The Supplier also will not, without express permission in writing from De Jong & Partners, provide any information to any third party regarding the Supplier's relationship with De Jong & Partners.

### **15. TERMINATION AND CANCELLATION**

15.1. De Jong & Partners will be entitled, without prejudice to the rights accruing earlier to De Jong & Partners, to terminate or cancel the agreement wholly or in part, without further notice of default, by means of a statement in writing, without judicial intervention (and with immediate effect) (without De Jong & Partners being obliged to pay any compensation), without loss of all

the rights to compensation of costs, damage and interest accruing to De Jong & Partners, in the event of:

- (a) a shortcoming on the part of the Supplier in the fulfilment of one or more of his obligations on the basis of the agreement or agreements related thereto;
- (b) (an application for) moratorium or liquidation order for the Supplier;
- (c) a placement under guardianship or administration order of the Supplier;
- (d) the sale or termination of the enterprise of the Supplier;
- (e) the withdrawal of the Supplier's permits that are necessary for the performance of the agreement;
- (f) attachment levied on an important part of the Supplier's operating resources;
- (g) garnishee order against De Jong & Partners at the Supplier's expense;
- (h) the loss by the Supplier of disposal of his assets in any manner whatsoever.

- 15.2. All claims that De Jong & Partners might have or acquire against the Supplier in the events referred to above in article 14.1 will be due and payable in full with immediate effect.
- 15.3. De Jong & Partners retain the right to terminate the agreement at any time for any reason whatsoever, with due regard to a reasonable notice period of 1 month. De Jong & Partners cannot be held liable for any form of damage suffered by the Supplier as a result of the termination.
- 15.4. In the event of termination the risk of the Products already delivered will remain vested in the Supplier. In that case the Products will be available to the Supplier and the Supplier must collect these upon the first request from De Jong & Partners. If the Supplier omits to collect the Products within 1 month after a request in writing for this purpose, De Jong & Partners will be entitled to destroy and/or dispose of the Products and to recover the costs attached thereto from the Supplier. The Supplier will immediately refund all that which has already been paid by De Jong & Partners with regard to the terminated agreement.

## **16. CONCLUDING PROVISIONS**

- 16.1. If one or more provisions of these general purchase terms and conditions appear to be void, or are set aside by a court, the other provisions will remain in full effect between parties.
- 16.2. The law of the Netherlands applies to all obligations between De Jong & Partners and the Supplier. The applicability and/or effect of foreign legislation and treaties such as the Vienna Sales Convention is/are excluded.
- 16.3. All disputes between parties ensuing from, or as the case may be related to, any agreement between the Supplier and De Jong & Partners and/or these general purchase terms and conditions will be exclusively adjudicated at first instance by the Dutch court (more specifically: the Limburg District Court, location Roermond).
- 16.4. In the event of any discussion regarding the contents or interpretation of these provisions, the Dutch language version of the general purchase terms and conditions will be the guiding principle.