

General Terms and Conditions of VDM Industries B.V., hereinafter referred to as “VDMI” (version February 2023) deposited at the Chamber of Commerce on the 24th of February 2023, ref. 0011-2187.

1. Definitions

1.1. In these general terms and conditions (“**General Terms and Conditions**”), the following definitions are used:

- a. “**Purchaser**”: a natural person or legal entity that wishes to or has entered into an Agreement with VDMI;
- b. “**Offer**”: an offer made by VDMI to Purchaser for the delivery of Products, which also includes the performance of services;
- c. “**Agreement**”: an agreement for the delivery of Products by VDMI to Purchaser, which also includes the performance of services;
- d. “**Products**”: products and services;
- e. “**Services**”: manufacturing of Products and/or packing of Products;
- f. “**In writing**”: in writing also means “electronically”.
- g. “**VDMI**”: **VDM Industries B.V.**, with Chamber of Commerce number: 67506909, the holding company and shareholder of **Van Dam Bodegraven B.V.** with its registered office in Bodegraven, The Netherlands (with Chamber of Commerce number: 29019456) and **Multifill B.V.** with its registered office in Mijdrecht, The Netherlands (with Chamber of Commerce number: 30214151).

2. Applicability

2.1. The General Terms and Conditions are applicable to and form part of all Agreements and Offers and are applicable to all (other) actions and legal acts between VDMI and Purchaser. The General Terms and Conditions are also applicable to the request for, and the negotiations on, an Offer or an Agreement.

2.2. If the General Terms and Conditions and an Agreement are at variance with one another, the terms of the Agreement will prevail.

3. Offer

3.1. Offers are subject to contract and revocable, unless VDMI has stipulated otherwise in writing.

3.2. An Offer is never valid for longer than ten working days, unless VDMI has stipulated otherwise in writing.

4. Agreement

4.1. Orders from and the acceptance of Offers by Purchaser are considered irrevocable. Orders from Purchaser are not in themselves binding on VDMI. VDMI is only bound when it has accepted an order in writing, or implemented it.

4.2. The confirmation in writing is decisive for the content of the Agreement.

4.3. An Agreement can only be changed by means of a settlement in writing between VDMI and Purchaser.

4.4. The statement given by VDMI of numbers, sizes, weights, specifications or other details relating to Products will be made with the greatest possible care, but VDMI cannot guarantee that no deviations will occur. The deviations usual in the sector are, by definition, permitted.

5. Price

5.1. Unless agreed otherwise, the prices are exclusive of VAT, Ex Works in Bodegraven or Mijdrecht, The Netherlands (in accordance with that stipulated on the matter in the latest version of Incoterms).

5.2. If VDMI has undertaken to wrap, pack, load, transport, dispatch, unload or insure Products without a price for this having been agreed explicitly in writing, it is entitled to charge the customer the actual costs for this and/or the usual VDMI tariffs.

6. Delivery

6.1. Unless agreed otherwise, delivery of Products will be “ex works” in Bodegraven or Mijdrecht, The Netherlands (Ex Works, in accordance with that stipulated on the matter in the latest version of Incoterms).

6.2. VDMI is entitled to deliver the Products in instalments and/or parts. For the purpose of these General Terms and Conditions, every partial delivery is treated as a separate delivery.

6.3. Purchaser must take delivery of the Products promptly at the agreed place and the agreed time of delivery. If Purchaser fails in this, Purchaser is, without further notice of default, in breach of contract and VDMI is entitled to transport and/or store the Products at the expense and risk of Purchaser.

6.4. The day on which Purchaser refuses to accept delivery will be considered as the day of delivery.

6.5. If Purchaser fails to take delivery of the Products for a period of more than 2 working days following delivery, VDMI has the right to compensation and its other contractual and statutory rights.

6.6. Delivery times and delivery schedules given by VDMI are not binding. In the event of a delay, the delivery time will be extended accordingly. In the event of a delay in the delivery, VDMI will report this to Purchaser.

6.7. VDMI is never liable for any damage to Purchaser or a third party as a result of too late or incomplete delivery. Too late or incomplete delivery is never a reason for Purchaser to terminate an Agreement. Purchaser shall indemnify VDMI in this context against claims from third parties.

7. Performance of Services

7.1. VDMI will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, on the basis of the state of knowledge at that moment.

7.2. VDMI has the right to outsource certain work to third parties.

7.3. If work is carried out on the premises of Purchaser or at a location indicated by Purchaser by VDMI or by third parties sub-contracted by VDMI in the context of the Agreement, Purchaser shall be responsible for providing the facilities reasonably requested by these operatives, free of charge.

7.4. VDMI is entitled to execute the Agreement in various phases and to invoice separately the part thus executed.

7.5. If the Agreement is executed in phases, VDMI may suspend the execution of those parts which form part of a following phase until Purchaser has approved the results of the previous phase in writing.

7.6. Purchaser is responsible for providing VDMI promptly with all data which VDMI indicates is necessary, or which Purchaser can reasonably be expected to understand is necessary for the execution of the Agreement. If the data necessary for the execution of the Agreement were not provided promptly to VDMI, VDMI has the right to suspend the execution of the Agreement and/or charge Purchaser the extra costs resulting from the delay, according to the tariffs usual at the time. VDMI is not liable for damage, of whatever kind, because VDMI acted on the basis of (incorrect and/or incomplete) data provided by Purchaser.

8. Delay

8.1. VDMI is not liable for delays, lost time, costs or damage, of whatever nature suffered by whomever as a result of an inaccessible or unusable or already occupied loading/unloading point, unless space was reserved in advance.

8.2. If vehicles do not arrive or cannot be dealt with at the appointed time, or they are unable to reach their loading/unloading points on time, for whatever reason, VDMI will be entitled, if it is not to blame on the matter, to compensation for unnecessary costs, loss of time and/or other costs of whatever nature which are incurred as a consequence, unless Purchaser can invoke force majeure.

8.3. If Purchaser informs VDMI that the goods will be delivered to or collected from the latter at a certain time and special action or effort is required of VDMI in this connection, Purchaser shall be liable, if it fails to deliver or collect the goods properly and on time, for all resulting damage and costs and shall indemnify VDMI against all claims which third parties might lodge against VDMI in connection with these.

8.4. On no account is VDMI obliged to accept goods on which freight, taxes, duties, fines and/or other charges or costs, of whatever nature, are due, unless enough security has been furnished by or on behalf of Purchaser.

8.5. All freight, taxes, duties, fines and/or other charges or costs, by whatever name, which are due on arrival or in retrospect, must be paid by Purchaser in advance. Considering that this advance payment is by nature short-lived, no interest will be reimbursed on this.

9. Laws and regulations

9.1. The sale and/or manufacturing of the Products may be subject to relevant laws, rules, guidelines and/or regulations and instructions prescribed by the government.

9.2. If such laws, rules, guidelines and/or regulations and instructions prescribed by the government are amended after an agreement has been concluded, such amendments will nevertheless be considered part of the agreement.

9.3. If such amendments result in a change in the costs, VDMI has the right to modify the agreed price or tariff accordingly as of the date of such amendment.

9.4. If, as the result of an inspection by the government, VDMI is obliged to carry out unforeseen work, VDMI is entitled to charge Purchaser the accompanying costs unless these extra costs are the consequence of negligence attributable to VDMI.

9.5. If goods are subject to customs and excise provisions or other taxes and/or government regulations, Purchaser must always provide all information requested by VDMI promptly, so that VDMI is able to submit the statements in question.

9.6. VDMI is not responsible for the correctness of the data on a waybill if this data was provided by Purchaser. The same applies equally to the labelling on the goods. VDMI is only obliged to check

specifications, number of packages and description of the goods, and the latter only if this is visible to it externally.

9.7. VDMI is not responsible for checking, collecting, saving, completing or issuing any documents whatsoever, nor for the content of such documents, unless obliged to do so by law or this has been agreed expressly in writing as a service to be provided by VDMI.

10. Special measures

10.1. Without prejudice to the provisions of the previous article, VDMI has the right to take immediately all measures it deems necessary, including but not restricted to destruction of the goods, at the expense and risk of Purchaser, if, according to the standards of reasonableness and fairness, the failure to take such measures results in a threat of loss or damage with respect to the goods themselves, other goods or the warehouse, or of the death or physical injury of persons or animals. All costs associated with this, including but not restricted to those of destruction, shall be paid by Purchaser.

10.2. VDMI will inform Purchaser as quickly as possible in advance of the measures which will be taken, unless this is not possible, in which case VDMI will at least update Purchaser on the measures taken as quickly as possible.

11. Manufacturing services

11.1. VDMI will carry out the manufacturing services in conformity with the Purchaser's instructions. If Purchaser issues no instructions or insofar as these are lacking, VDMI will carry out the manufacturing services in accordance with the legal regulations and practice in the sector.

11.2. Purchaser shall indemnify VDMI against claims from third parties, under whatever name, unless and insofar as VDMI has failed imputably in the performance of its obligations.

11.3. Insofar as a 'new' product, within the meaning of product liability legislation, emerges as a result of manufacturing services by VDMI, Purchaser shall always be considered the producer, and never VDMI. Purchaser must apply its own brand or distinctive mark to the 'treated' goods. Should Purchaser remain negligent in this, then VDMI is entitled to apply a mark to the goods, such as the EEC recognition number of Purchaser. All costs associated with this will be charged to Purchaser.

11.4. Purchaser shall indemnify VDMI against claims from third parties, under whatever name, based on the product liability legislation.

11.5. Complaints about the soundness of the manufacturing services by VDMI can only be made within 5 working days after Purchaser discovered the defectiveness of the service, and in no event later than 10 days after the manufacturing services in question took place.

11.6. Complaints about the service provided are not admissible if Purchaser has proceeded to process or pass on the goods whilst Purchaser could have spotted the claimed defectiveness of the service at first glance by means of a simple check.

11.7. VDMI's liability for compensation with regard to the packaging services it has provided will never exceed the sum of the invoice for the manufacturing services provided to which the defectiveness relates, without prejudicing the possible right of Purchaser to terminate the service agreement in question due to attributable breach. VDMI is not liable for any form of consequential damage and/or damage to third parties suffered under whatever name and for whatever reason, such as loss of profit, loss of sales or lost savings.

11.8. Purchaser shall procure all (unique) stock, packaging materials and/or other materials that VDMI has in stock or has irreversibly ordered at the time of termination that is required for the manufacturing and packing of Products at cost price, including warehousing and transportation costs.

12. Payment

12.1. Unless stipulated otherwise in the Agreement, VDMI invoices on delivery of the Products. With partial deliveries, invoicing can also be performed in parts.

12.2. Payment by Purchaser must be made within 30 days of the invoice date in the currency stated on the invoice.

12.3. Unless stipulated otherwise in the Agreement, every payment must be made by Purchaser without discount, deduction or setoff on whatever grounds. Purchaser is never entitled to suspend its payment obligations to VDMI.

12.4. Unless Purchaser objects to an invoice in writing within five working days of its date, it is deemed to be approved by Purchaser.

12.5. If Purchaser fails to meet its payment obligations under the Agreement promptly, Purchaser will be in default by operation of the law, without the need for a notice of default. Purchaser then owes the statutory (commercial) interest to VDMI, without prejudice to VDMI's other contractual and statutory rights.

12.6. All (extra-)judicial collection costs which VDMI is forced to incur in connection with Purchaser's performance of its payment obligations will be charged fully to Purchaser.

12.7. All payments made by Purchaser to VDMI will be used to meet (1) costs, (2) interest and (3) capital sums in the order of their becoming due and payable.

13. Warranty

13.1. Purchaser must closely inspect, or commission a third party to closely inspect, the Products immediately on receipt of the Products, and any defect must be reported immediately, at all events no later than 48 hours after delivery. Any visible defects must be reported in writing, with an explanation, to VDMI within no more than 10 days of delivery. Otherwise, any claim Purchaser has on VDMI is extinguished. If this complaints period expires unutilised, the Agreement is considered to have been executed satisfactorily by VDMI.

13.2. Complaints by the customer relating to 'concealed' defects must, under penalty of the loss of any claim by Purchaser against VDMI, be lodged within 10 days of the time they were discovered, or should reasonably have been discovered, yet no more than 20 days after delivery.

13.3. Purchaser must complain in writing. The complaint must contain the most detailed possible description of the fault. Purchaser must give VDMI the opportunity to investigate (or have an investigation conducted) and Purchaser must cooperate fully in this. If an investigation is not possible (any more) through the action of Purchaser, all claims by Purchaser against VDMI expire.

13.4. Purchaser may not invoke any form of breach of contract if:

- a. a fault is wholly or partially the result of unusual, improper, injudicious or careless use of the Products;
- b. the Product has been modified, used or processed;
- c. the Product has been transferred and/or supplied to third parties;
- d. VDMI acquired Product wholly or partially from a third party and VDMI itself cannot submit a claim to this third party on the basis of a warranty;
- e. VDMI used raw materials and suchlike for the Products on the instruction of Purchaser;
- f. the fault is a limited deviation in quantity, quality, colour, finish, dimensions, composition and suchlike, which is acceptable in the sector; or
- g. Purchaser has not met all its (payment) obligations towards VDMI.

13.5. The submission of a complaint does not relieve Purchaser of its payment obligations towards VDMI.

13.6. If and insofar as VDMI declares a complaint by Purchaser to be justified, VDMI will, as it chooses, (i) repair the fault in the Product, (ii) replace the faulty Product, (iii) take back the faulty Product and credit Purchaser for the price of the Product. Purchaser never has the right to compensation from VDMI due to the delivery of a faulty Product.

13.7. Following the discovery of a fault, Purchaser is obliged to do everything necessary to prevent or limit damage, including the immediate halt to use, processing or treatment.

14. Force majeure

14.1. The definition of force majeure used in these General Terms and Conditions is the same as that used in the law and Dutch case law. This includes all circumstances independent of the will of VDMI as a result of which it is obstructed from or delayed in fulfilling (the relevant part of) its obligations towards Purchaser, or this becomes uneconomical, as a result of which VDMI cannot reasonably be expected to fulfil its obligations, including all manner of natural disasters, strikes, labour unrest, failure or delay on the part of VDMI suppliers, acts of war, a lack of raw materials, epidemics including but not limited to corona (Covid-19), animal sicknesses, transport problems, import and/or export bans, government measures, fire, explosion, frost, high temperatures, disruptions to communication links and power failures, withdrawal or failure to extend necessary permits, certificates, licences and suchlike.

14.2. Force majeure does not relieve Purchaser of its payment obligations.

14.3. In the case of force majeure, VDMI will suspend its obligations for the duration of the force majeure situation, without Purchaser being entitled to any form of compensation.

14.4. If a force majeure situation lasts longer than three months, each party has the right to terminate the Agreement unilaterally with immediate effect for the part not yet executed, without any obligation to pay compensation.

15. Liability

15.1. VDMI is never liable for indirect damage, consequential damage and immaterial damage.

15.2. If VDMI is liable for any damage against Purchaser on the grounds of an Agreement and/or the law, this liability is at all events limited to the amount that will be paid to VDMI as a result of the applicable liability insurance.

15.3. If VDMI's insurer fails to pay, for whatever reason, if the insurance in question offers no cover or if there is no appropriate insurance, VDMI's liability will at all events be limited to the net invoice value excluding VAT of the relevant Agreement or, if partial deliveries were agreed, the net invoice value excluding

VAT of the partial delivery to which the loss-causing event most applies. In all cases, a maximum liability of € 50,000 per event or per series of events with the same cause is applicable.

15.4. Purchaser shall indemnify VDMI against all claims from third parties, of whatever nature and for whatever reason, which are related to the execution of the Agreement or any ensuing (purchase) agreements between Purchaser and customers. Purchaser shall reimburse VDMI for all damage and/or costs relating to such claims, including the possible costs of legal assistance.

15.5. VDMI employees or agents/ third parties brought in by VDMI to execute the Agreement may invoke all defences against Purchaser which can be derived from the Agreement as if they were themselves party to the Agreement.

15.6. Any claim against VDMI, except those acknowledged by VDMI, is extinguished 12 months after the claim arose.

16. Product standards

16.1. Purchaser must act, with respect to the (sale of the) Products in accordance with the appropriate product safety requirements.

16.2. Purchaser must provide all necessary cooperation if VDMI, whether or not on the grounds of European or Dutch regulations regarding general product safety, wishes to issue a public warning or announce a product recall or take other measures.

16.3. Purchaser shall not, without prior consultation with and written consent from VDMI, (i) take any measure in connection with European or Dutch regulations regarding general product safety, such as a product recall or public warning, or (ii) inform a competent authority, on the grounds of any regulations, about a Product's lack of safety.

16.4. Purchaser is obliged to withdraw from the market Products which have been put into circulation and which have a fault, or of which there is a danger of them revealing a fault, within a reasonable period to be determined by VDMI. All accompanying costs shall be paid by Purchaser, unless the reason for the product recall is not at the expense and risk of Purchaser, on the grounds of the Agreement, General Terms and Conditions or the law.

16.5. In order to make possible such a public warning or product recall as may arise, Purchaser shall keep a record at all times of to whom, when and in what quantities deliveries of the Products (if applicable) took place.

17. Retention of title

17.1. The risk of the Products is transferred to Purchaser at the moment of Delivery. The Products remain the property of VDMI until Purchaser has fully paid all sums owing to VDMI. These include interest, costs, fines and compensation resulting from the breach of an Agreement by Purchaser.

17.2. Purchaser is obliged to keep the Products on which a retention of title for the benefit of VDMI rests identifiable and to separate these from each other and from the other property/products on Purchaser's premises. VDMI is always entitled, without requiring any further authorisation from Purchaser, to repossess the Products which come under its retention of title, wherever these Products are to be found. Purchaser shall cooperate fully in this. Following recovery, Purchaser will be credited for the market value of the Products in question which will, under no condition, exceed the original purchase price minus costs of repossession and the other costs and damage to VDMI.

17.3. If the country of destination for the Products is the Federal Republic of Germany, the consequences of the retention of title in terms of the law of property are governed by German law.

17.3.1. All Products supplied by VDMI to Purchaser remain the exclusive property of VDMI – also after and despite processing or treatment – until the moment of full payment of all VDMI's claims relating to Products supplied or to be supplied (by virtue of the Agreement), as well as until the moment of full payment of the claims due to breach of such Agreements (including costs and interest).

17.3.2. Products on which a retention of title for the benefit of VDMI still rests (hereafter also: "the reserved Products") may never be sold and/or supplied to third parties, unless in the context of normal business operations. The claims against third parties which ensue from this are considered for safety's sake as having been transferred to VDMI. Nor may a pledge be given on the Products for the benefit of third parties.

17.3.3. VDMI's retention of title also extends over the new Products resulting from the processing and/or treatment of the reserved Products. Purchaser forms the new Products for the benefit of VDMI subject to the exclusion of acquiring ownership for itself and stores the Products for VDMI, as referred to in §950 of the German Civil Code (BGB). No claims ensue from this specification and custody. In the case of processing and/or treatment of Products reserved by VDMI with Products from other suppliers, whose ownership rights also extend to the new Products, VDMI acquires part

ownership of the new property, with these other suppliers, at its full value (including appreciation) – subject to the exclusion of the acquisition of part-ownership by Purchaser – in the following way:

- a. VDMI's part ownership is calculated in accordance with the value of the reserved Products compared to the total value of all processed reserved Products.
- b. If a residual share not covered by retention of title remains, whilst the other suppliers who have invoked retention of title do not allow their retention to extend to the appreciation in value realized by Purchaser, VDMI's share in the joint property is increased by this residual share. If other suppliers also stipulated their retention of title with regard to the residual share, VDMI is entitled to a pro rata share of the residual share.

17.3.4. With respect to Products destined for Germany, Purchaser must pledge to VDMI as security its claims arising from the disposal of the reserved Products arising from current and future deliveries by VDMI including all ancillary rights amounting to VDMI's ownership share. In the case of processing and/or treatment for a third party, Purchaser shall pledge the wage costs in accordance with the value of the reserved Products supplied by VDMI to VDMI.

17.3.5. If the Agreement is terminated by VDMI and/or Purchaser and a retention of title still rests on Products, Purchaser must make these Products available immediately to VDMI; Purchaser is not entitled to set off claims on its part against this nor defer its obligations to make them available on this basis.

17.3.6. The choice of law with respect to the consequences of the retention of title in terms of the law of property used in this article (25.3) does not alter the effect of Article 31 of these General Terms and Conditions.

17.4. If Purchaser sells and supplies the Products to a third party, it shall immediately pledge its claim(s) with respect to this delivery to VDMI as security for everything Purchaser owes VDMI.

17.5. As soon as VDMI is unable to invoke the retention of title by mixing or copying the Products or for some other reason, Purchaser shall pledge the newly formed Products to VDMI.

17.6. Purchaser shall take out adequate insurance, at its own expense, with respect to the Products which are still the property of VDMI, and provide VDMI with a copy of the relevant insurance policy at the first request.

17.7. If the laws of the country for which the Products are destined or in which Purchaser is established do not recognise the retention of title or make specific demands on the validity or the granting of such a right, Purchaser shall cooperate in meeting all requirements for establishing a retention of title on the Products or a security right with a similar effect as a retention of title under Dutch law. When concluding an Agreement, Purchaser shall grant VDMI an irrevocable authorisation to take all measures necessary for this.

17.6. During the period in which VDMI has a retention of title or a similar security right on the Products, Purchaser shall update VDMI immediately by telephone and in writing of the loss of or damage to the Products.

18. Breach by Purchaser

18.1. Purchaser is considered by law to be in default and its (remaining) debts will be payable to VDMI on demand if:

- a. Purchaser files for its own bankruptcy or applies for its own moratorium, is declared bankrupt or Purchaser is granted a postponement of payment;
- b. a material part of Purchaser's property is seized and this seizure is not lifted within fourteen days following the seizure;
- c. Purchaser, despite a notice of default in writing whereby Purchaser is granted a reasonable period for recovery, fails to meet any of the obligations placed on it by virtue of an Agreement, notwithstanding the cases as described in the General Terms and Conditions, Agreement and that which arises from the law;
- d. Purchaser is fully or partially in default with respect to payment of an invoice from VDMI within the agreed period;
- e. Purchaser is dissolved, liquidated, halts operations or sells its business, directly or indirectly, fully or partially;
- f. a direct or indirect change takes place in the control of (part of) Purchaser's business.

18.2. In the situations as described in paragraph 1 of this Article 26, VDMI has the right, without further notice of default, without judicial intervention, without being obliged to pay any compensation and without prejudice to its other contractual and statutory rights, to:

- a. suspend the fulfilment of its obligations towards Purchaser until Purchaser has fulfilled all its obligations towards VDMI;
- b. terminate the Agreement fully or partially, with immediate effect;
- c. demand full and immediate payment of any sums owing to VDMI by Purchaser;

d. obtain adequate security from Purchaser for the timely fulfilment of its payment obligations before (further) executing an Agreement;

e. fully or partially recover Products delivered but not yet paid for, free of all Purchaser rights, without any further liability or obligation to supply Products (again) to Purchaser.

18.3. If Article 25 or Article 26 of these General Terms and Conditions are applicable, Purchaser shall grant VDMI access to the place where the Products are to be found, in order to take possession of and remove the Products. Purchaser shall promptly remove all other goods than the Products, which can be found among the Products or are connected with them in some other way.

18.4. Purchaser shall also take all (other) measures and perform all action necessary to enable VDMI to exercise its rights under the Agreement and the General Terms and Conditions.

19. Intellectual property rights

19.1. All intellectual property rights relating to the Products rest with VDMI or third party right holders, and do not pass to Purchaser by virtue of any Agreement, even if Products were specifically designed, developed or compiled for Purchaser. The delivery of a Product cannot be considered as an explicit or implicit licence to use, duplicate or publicise, unless stipulated otherwise in the Agreement.

19.2. All documents provided by VDMI, such as Offers, reports, recommendations, tenders, etc., as well as the rights to these, remain the property of VDMI, irrespective of whether Purchaser was charged for their production.

19.3. In the event that a third party infringes VDMI's intellectual property rights, Purchaser shall inform VDMI of this immediately by telephone and in writing. Purchaser shall aid VDMI in the protection of its intellectual property rights and, to this end, supply the necessary information and provide assistance.

19.4. Any indication of an intellectual property right of VDMI and/or a third party on the Products will never be removed or changed by Purchaser.

19.5. If Products were produced and/or packed on the instruction of Purchaser, Purchaser shall compensate VDMI and indemnify it against claims from third parties in connection with the Products in question, including, but not restricted to, claims on the grounds of the violation of an intellectual property right of a third party.

20. Confidentiality

20.1. Purchaser is obliged to keep secret everything it learns concerning VDMI in connection with the execution of the Agreement (also if information cannot specifically be considered confidential) and to stipulate that its employees and the third parties it contracts do the same. Purchaser shall not use the information acquired for its own purposes or for third parties.

21. Transfer of rights and obligations

21.1. VDMI is permitted to transfer the rights and obligations described in any Agreement with Purchaser to third parties. In the event that obligations of VDMI are transferred, VDMI will inform Purchaser accordingly. VDMI is not obliged to pay any compensation on this matter. Purchaser is not entitled to transfer its obligations and rights to third parties without prior permission in writing from VDMI.

22. General provisions

22.1. If any provision of the General Terms and Conditions or the Agreement is null and void or is annulled, the other provisions of the General Terms and Conditions and the Agreement will remain in effect. Parties will replace the void or unenforceable provision with a new provision that resembles the content of the original provision as closely as possible.

22.2. VDMI has the right to amend the General Terms and Conditions. Purchaser is presumed to have accepted all amendments in the General Terms and Conditions if it has not lodged an objection in writing within five working days following notice of the amendments by VDMI.

23. Applicable law and forum

23.1. The General Terms and Conditions, Offers and Agreements will be governed exclusively by Dutch law. The Vienna Sales Convention and any other appropriate international regulations the application of which can be excluded do not apply to the General Terms and Conditions and Agreements. All disputes relating to the General Terms and Conditions, Offers and Agreements or arising in some other way, including disputes about the existence and the validity and possible non-contractual obligations of these, will be presented exclusively to the court with jurisdiction in The Hague.