

## **GENERAL TERMS AND CONDITIONS KROOSTWIJK B.V.**

These general terms and conditions apply to all agreements concluded with Kroostwijk

### **ARTICLE 1: DEFINITIONS**

**Offer:** Any written proposal or quotation from the entrepreneur to the client for the supply of products and/or execution of work.

Kroostwijk B.V.:

The entrepreneur acting in a professional or business capacity, hereinafter referred to as the "entrepreneur."

Company:

Refers to either a legal entity or an unincorporated business that enters into a contract with the entrepreneur, hereinafter referred to as the "client."

Consumer:

A natural person who is not acting in a professional or business capacity and enters into an agreement with the entrepreneur, hereinafter referred to as the "client."

Agreement:

An offer and acceptance between the entrepreneur and the client based on Article 6:217 of the Dutch Civil Code;

Distance contract:

An agreement in which, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, one or more distance communication techniques are exclusively used until the conclusion of the agreement.

### **ARTICLE 2: IDENTITY OF THE COMPANY**

Name of entrepreneur: Kroostwijk B.V.

Business address: Tolakkerweg 153, 3738 JL, MAARTENSDIJK

E-mail address: info@kroostwijk.com

Telephone number: 088-6060700

Chamber of Commerce number: 32079625

VAT number: NL811269541B01

### **ARTICLE 3: APPLICABILITY**

1. These terms and conditions are applicable to all offers and agreements concluded with the entrepreneur.
2. The client's general terms and conditions are not applicable. In accordance with Article 6:225 paragraph 3 of the Dutch Civil Code, the entrepreneur's general terms and conditions shall always apply, unless mutually agreed otherwise in writing.
3. Before concluding a distance contract, the client shall be provided with the text of these general terms and conditions. If reasonably not feasible, it will be indicated that the general terms and conditions can be inspected at the entrepreneur's premises and will be sent to the client free of charge upon request, prior to the conclusion of the distance contract.
4. These terms and conditions also apply to agreements with the entrepreneur that involve the involvement of third parties for their execution.
5. If the distance contract is concluded electronically, in deviation from the previous paragraph

and before the conclusion of the distance contract, the text of these general terms and conditions can be electronically made available to the client in a manner that allows for easy storage. If reasonably not feasible, it will be indicated where the client can electronically access the general terms and conditions, and that they will be sent electronically or by other means free of charge upon request, prior to the conclusion of the distance contract.

6. A client to whom these general terms and conditions have been applied is also deemed to have agreed to their applicability to subsequent requests made by the client, subsequent offers issued by the entrepreneur, subsequent assignments from the client, subsequent order confirmations from the entrepreneur, subsequent contracts concluded by the client with the entrepreneur, and all other subsequent legal relationships between the client and the entrepreneur.

7. If any provision of these general terms and conditions is deemed inapplicable or contrary to public policy or the law by the competent court, only that specific provision shall be considered as not written, while these general terms and conditions shall remain fully in force and effect. In place of any invalid provision, a provision that best reflects the intention of the parties shall apply.

8. The entrepreneur is entitled to require the client to provide security for the fulfillment of their obligations, before or after the conclusion of the contract. If the requested security by the entrepreneur is not provided, the entrepreneur may suspend the implementation of their obligations and/or terminate the contract without judicial intervention, subject to the other rights accruing to the entrepreneur, such as the right to compensation.

9. Contrary conditions shall only form part of the agreement between the parties if and to the extent that both parties have expressly agreed to them in writing. The acceptance and retention by the client, without comment, of an offer or order confirmation that refers to these terms and conditions shall be deemed as agreement to their application. The possible inapplicability of any provision or part of a provision of these general terms and conditions shall not affect the applicability of the other provisions.

10. Information provided by the entrepreneur regarding products and/or services, such as properties, quality, color, prices, etc., in printed materials, drawings, illustrations, samples, websites, etc., is provided or prepared to the best of their knowledge and with the utmost care, but cannot be considered as binding. Therefore, contracts are subject to such (printing) errors.

11. Agreements become binding only upon written confirmation by the entrepreneur. Supplements or amendments to the general terms and conditions or any other changes or additions to this agreement shall become binding only after written confirmation by the entrepreneur.

#### **ARTICLE 4: AGREEMENTS**

1. Agreements shall only become binding upon written confirmation by the user. Additions or modifications to the general terms and conditions or any other changes or additions to the agreement shall only become binding after written confirmation by the user.

2. The agreement is formed upon acceptance by the client of the offer and compliance with the specified conditions.

3. If the client has accepted the offer electronically, the entrepreneur shall promptly confirm the receipt of the acceptance electronically. Until the receipt of this acceptance is confirmed, the client may terminate the agreement.

4. The entrepreneur shall make every effort to execute the assignment with care and independence, acting in the best interests of the client, and striving for a usable outcome for the client. To the extent necessary, the entrepreneur shall keep the client informed about the progress of the work.

5. Within the limits of the law, the entrepreneur may ascertain whether the client can fulfill their payment obligations, as well as consider any facts and factors relevant to a responsible conclusion of the distance agreement. If, based on this examination, the entrepreneur has valid grounds to not enter into the agreement, they are entitled to refuse an order or request, or impose special conditions on its execution, providing a reasoned explanation.
6. The entrepreneur shall provide the following information to the client, either in writing or in a manner that allows the client to store it on a durable medium in an accessible manner:
  - a) The address of the entrepreneur's establishment where the client can address complaints;
  - b) Information about warranties and existing after-sales service;
  - c) Requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;
  - d) In the case of a continuous performance agreement, the provision in the preceding clause only applies to the first product.
7. Every agreement is subject to the suspensive condition of sufficient availability of the relevant products.
8. Oral commitments are provisional and not binding unless subsequently confirmed in writing by the entrepreneur.
9. Additions or modifications to the general terms and conditions or any other changes or additions to the construction agreement must be made in consultation with the entrepreneur and subsequently confirmed in writing.
10. Unless otherwise agreed in writing, the entrepreneur is not obligated to perform additional work beyond what is specified in the agreement. The client is required to cooperate in the execution of the work and make all reasonably necessary arrangements in connection therewith.
11. If the entrepreneur agrees to a specific price when concluding the agreement, the entrepreneur is nevertheless entitled to increase the price under the following circumstances, even if the price was not originally specified as provisional:
  - if the price increase results from a change in the agreement;
  - if the price increase is a consequence of an adjustment to legal requirements.

## **ARTICLE 5: OFFERS**

All offers, quotations, price lists, delivery times, etc. from the user are non-binding, unless they contain a specified acceptance period. If an offer or quotation contains a non-binding proposal and it is accepted by the counterparty, the user has the right to revoke the offer within 2 working days after receiving the acceptance. Presented and provided samples, brochures, models, etc. are for illustrative purposes only and do not create any rights, unless explicitly agreed upon in writing. A. If changes are made by the government and/or trade unions to wages, working conditions, social security, or similar aspects between the date of concluding the agreement and the execution of the agreement, the user is entitled to pass on the increases to the counterparty. If a new price list is issued by the user and/or suppliers between the aforementioned dates and becomes effective, the user is entitled to charge the prices stated therein to the counterparty. In the case of a natural person counterparty who is not acting in the course of a profession or business, price increases may be passed on or charged three months after the conclusion of the agreement as mentioned above. If price increases occur within a shorter period than 3 months, the counterparty has the right to terminate the agreement.

## **ARTICLE 6: ENGAGEMENT OF THIRD PARTIES**

The user is authorized to engage third parties to fulfill the agreed obligations.

## **ARTICLE 7: DELIVERY AND DELIVERY TERMS**

Delivery is not carriage paid, unless explicitly agreed upon in writing. Stated timeframes for the delivery of goods or the completion of work can never be considered as strict deadlines, unless explicitly agreed upon in writing. In the event of non-timely delivery, the user must be notified in writing to be in default. In the case of partial deliveries, each delivery or phase is considered a separate transaction. The risk regarding the delivered goods passes to the counterparty upon delivery. If it proves impossible to deliver non-perishable or durable goods (including preserved and deep-frozen food products) and/or to perform the required work due to a cause attributable to the counterparty, the user reserves the right to store the goods at the expense and risk of the counterparty. The user shall notify the counterparty in writing of the storage and/or the obstruction in the execution of the work, and shall also set a reasonable deadline by which the counterparty must enable the user to resume the work and/or deliver the goods. If the counterparty fails to fulfill their obligations within the reasonable deadline set by the user, as determined in the preceding clause of this article, the counterparty shall be in default by the mere expiration of 1 (one) month from the date of storage or obstruction in the execution of the work, without prior or further notice of default, without judicial intervention, and without being obliged to pay damages, costs, or interest, and the user shall have the right to terminate the agreement, in whole or in part, in writing and with immediate effect. If it proves impossible to deliver perishable or non-durable goods (food products) to the counterparty due to a cause attributable to the counterparty, the user shall make efforts to sell the goods. If the user fails to sell the respective goods, they reserve the right to destroy the goods. In the event of sale or destruction of the goods as described above, the agreement in question shall be considered dissolved, without prejudice to the right of the user to claim compensation for damages and/or loss of profit. The obligations of the counterparty to pay the agreed-upon, contracted, or owed price, as well as any storage costs and/or other expenses, remain unaffected by the provisions of this article. Any proceeds received as a result of the sale under this article shall be deducted from the counterparty's outstanding debt to the user. The user is authorized to request prepayment or security from the counterparty regarding their financial obligations before proceeding with delivery.

## **ARTICLE 8: DELIVERY PROGRESS**

When deliveries or work cannot proceed normally or without interruption due to causes beyond the user's control, the user is entitled to charge the resulting costs, including travel costs, to the counterparty. If, during the execution of the agreement, it becomes apparent that the agreement is unworkable, either due to circumstances unknown to the user or due to force majeure, the user has the right to demand that the given order be modified in such a way that its execution becomes possible, unless it will never be possible due to the unknown circumstances or force majeure. All expenses incurred by the user at the request of the counterparty shall be borne entirely by the counterparty, unless expressly agreed upon otherwise in writing.

## **ARTICLE 9: TRANSPORT**

Shipment of ordered goods shall be carried out in a manner determined by the user, but at the expense and risk of the counterparty, unless expressly agreed upon otherwise in writing. The user shall not be liable for any damage of any kind related to the transportation of the goods, whether suffered by the goods or not. The counterparty should adequately insure themselves against the aforementioned risks. The counterparty is responsible for ensuring the accessibility of the place of destination or unloading location and is responsible for unloading. Unaccepted

orders or deliveries shall be stored, sold, or destroyed by the user at the expense and risk of the counterparty, in accordance with the provisions of Article 7.

#### **ARTICLE 10: PACKAGING**

Non-disposable packaging in which goods are delivered remains the property of the user and may not be used by the counterparty for purposes other than intended. The user is entitled to charge a deposit for this packaging to the counterparty. The user is obliged to take back this packaging, provided it is returned carriage paid, at the price charged to the counterparty, during a period determined by the user after the delivery date. If packaging is damaged, incomplete, or lost, the counterparty is liable for such damages and forfeits the right to a refund of the deposit. If, at the discretion of the user, it proves necessary, packaging may be invoiced to the counterparty at cost and will not be taken back.

#### **ARTICLE 11: PRICES**

1. If changes are made by the government and/or trade unions to wages, working conditions, or social security between the date of concluding the agreement and the execution of the agreement, or if currency exchange rates change in relation to the currency of the country in which the traded products are to be settled or in relation to the currency of the country from which the traded products originate, the entrepreneur is entitled to pass on the resulting price increases to the client. If a new price list is issued by the entrepreneur between the aforementioned dates and becomes effective, the entrepreneur is entitled to charge the prices stated therein to the client.
2. All prices are generally exclusive of value-added tax (VAT) and other taxes.
3. During the validity period stated in the offer, the prices of the offered services will not be increased, except for price changes due to changes in VAT rates.
4. Contrary to clause 1, the entrepreneur may offer products or services with prices linked to fluctuations in the financial market, over which the entrepreneur has no control. These price fluctuations and the fact that any mentioned prices are indicative shall be stated in the offer.
5. In the case of a natural person client who is not acting in the course of a profession or business, price increases may be passed on or charged three months after their establishment as mentioned above. In the case of price increases as mentioned in this article within a shorter period than three months, the client has the right to terminate the agreement.
6. Contrary to clause 1, the entrepreneur may offer services with prices linked to fluctuations in the financial market, over which the entrepreneur has no control. These price fluctuations and the fact that any mentioned prices are indicative shall be stated in the offer.
7. If the price is calculated incorrectly, the entrepreneur must inform the client. The client has the option to withdraw from the agreement unless the entrepreneur offers to cover the price difference.
8. The entrepreneur is not obligated to deliver services at the incorrect price.
9. Obvious calculation, counting, or writing errors do not confer any rights upon the client.
10. In the event that no price has been agreed upon, the entrepreneur is entitled to determine a price based on reasonableness and fairness.

#### **ARTICLE 12: COLLECTION COSTS**

1. If the client fails to make payment and is in default, the entrepreneur is entitled to increase their invoice – after issuing a reminder – with collection costs amounting to 15% of the outstanding amount, with a minimum of €300. These costs will be charged to the client.
2. If timely payment is not made, the client shall automatically be in default. From the day that the client is in default, the entrepreneur is entitled to charge extrajudicial and judicial collection

costs to the client. Extrajudicial collection costs are payable from the moment the debtor is in default. The extrajudicial collection costs will be calculated in accordance with the Decree on Extrajudicial Collection Costs (Government Gazette 2012/141) or the latest version of that Decree.

3. The entrepreneur assigns the collection matters to Debtt B.V., De Oude IJssel 3, 8253 PV Dronten, Chamber of Commerce number 82929823.

### **ARTICLE 13: COMPLAINTS AND RETURNS**

The counterparty is obliged to immediately inspect non-perishable or durable goods (including preserved and frozen food products) and/or other goods (non-food products) upon receipt, or upon completion of the work. If the counterparty identifies visible errors, deficiencies, and/or defects, these must be noted on the delivery note or accompanying receipt and immediately brought to the attention of the user, or the counterparty must notify the user within 24 hours of receipt or completion of the work, followed by an immediate written confirmation to the user. Other complaints must be reported to the user by registered letter within 8 days of receiving the goods or completing the work. Notwithstanding the provisions of this article, in relation to natural persons who are not acting in the course of a profession or business, the provisions of article 14 shall also apply. The counterparty is obliged to immediately inspect perishable or non-durable goods (food products) upon receipt. Complaints of any kind regarding these food products must be reported in writing or by fax to the user by the counterparty within 48 hours of delivery. If the aforementioned complaint(s) are not communicated to the user within the specified timeframes, the goods shall be deemed to have been received in good condition or the work shall be deemed to have been carried out properly. Ordered goods are delivered in wholesale packaging available to the user. Slight deviations in stated dimensions, weights, quantities, colors, and the like shall not be considered shortcomings on the part of the user. Complaints do not suspend the payment obligation of the counterparty. The user must be given the opportunity to investigate the complaint. If the investigation requires the return of the goods, the return shall only be made at the expense and risk of the user if the latter has given their express written consent in advance. In all cases, returns shall be made in a manner determined by the user and in the original packaging or containers. Returns shall be made at the expense and risk of the counterparty, unless the user deems the complaint to be valid. If the nature and/or composition of the goods have changed, been fully or partially processed, damaged, or repackaged after delivery, any right to complain shall be void. In the case of valid complaints, damages shall be settled in accordance with the provisions of article 14.

### **ARTICLE 14: LIABILITY AND WARRANTY**

The user performs their duties as can be expected from a company in their field, but accepts no liability for damages, including consequential damages, resulting from their actions or omissions in the broadest sense, except in cases of gross negligence, gross negligence, or intent on their part, or if mandatory provisions of the law dictate otherwise. The same limitation applies to employees or other third parties engaged by the user in the performance of their work. Without prejudice to the provisions of the other paragraphs of this article, the liability of the user – regardless of the legal grounds – is limited to the net price of the delivered goods or performed work. Compliance with this provision shall serve as the sole and complete compensation for damages. Without prejudice to the provisions of the preceding paragraph of this article, the user shall never be obligated to pay compensation exceeding the insured amount, to the extent that the damage is covered by insurance taken out by the user. If visible errors, deficiencies, and/or defects occur in the delivered goods that must have been present at the time of delivery, the user undertakes to either repair or replace those goods free of charge,

at their discretion. The user guarantees the usual normal quality and soundness of the delivered goods; however, their actual lifespan cannot be guaranteed. A. In all cases, the period during which the user can be held liable for established damages is limited to 6 months from the moment the liability for damages is established. In the case of a natural person who is not acting in the course of a profession or business, a maximum period of 1 (one) year applies, calculated from the moment the liability for damages is established, within which the user can be held liable for established damages. If the goods supplied by the user are covered by a warranty provided by the manufacturer, that warranty shall apply between the parties in the same manner. In the event that the counterparty is a natural person who is not acting in the course of a profession or business, the user shall observe the legally prescribed warranty periods. The counterparty forfeits their rights against the user, is liable for all damages, and indemnifies the user against any claims by third parties for damages to the extent that the aforementioned damage is caused by improper use and/or storage of the delivered goods by the counterparty, which is contrary to the instructions and/or advice provided by the user, or if the damage is caused by errors or inaccuracies in data, materials, information carriers, etc., provided and/or prescribed by or on behalf of the counterparty.

#### **ARTICLE 15: PAYMENT**

Payment must be made within 30 days from the invoice date, unless expressly agreed otherwise in writing. If an invoice is not fully paid after the expiration of the 30-day period:

A) From that moment on, a credit limitation surcharge of 2% of the outstanding amount will be charged to the counterparty, without the need for further notice of default.

B) The counterparty will be liable to the user for a default interest of 2% per month, calculated cumulatively on the principal sum. Parts of a month are considered as whole months for this purpose.

C) After being prompted by the user, the counterparty will be liable for a minimum of 15% of the total of the principal sum and the default interest as extrajudicial costs, with an absolute minimum of €150.

D) The user has the right to charge the counterparty an administration fee of at least €20 for each payment reminder, summons, etc., sent to the counterparty.

The user will specify this in the agreement and/or on the invoice. At the user's discretion, under the aforementioned or corresponding circumstances, without further notice of default or judicial intervention, the agreement may be fully or partially terminated, with or without a claim for damages. If the counterparty fails to fulfill its payment obligations in a timely manner, the user is entitled to suspend the performance of its obligations towards the counterparty, including the delivery of goods or the provision of services, until payment is made or adequate security is provided. The same applies prior to the occurrence of default if the user has reasonable grounds to doubt the counterparty's creditworthiness. Payments made by the counterparty shall always be used to settle any due interest and costs, and subsequently the oldest outstanding invoices, unless the counterparty expressly states in writing that the payment relates to a later invoice. A. If the counterparty has one or more counterclaims against the user, for any reason whatsoever, the counterparty waives the right to set-off with regard to these claims. The aforementioned waiver of the right to set-off also applies if the counterparty applies for a suspension of payments or is declared bankrupt. The provisions under sub A of this clause do not apply in the case of a natural person who is not acting in the course of a profession or business.

#### **ARTICLE 16: RETENTION OF TITLE**

1. All goods (in the broadest sense, including goods collected by the entrepreneur) delivered by

the entrepreneur under the agreement shall remain the property of the entrepreneur until the counterparty has duly fulfilled all obligations, including the purchase price, costs, interest, levies, and taxes, arising from the agreement(s) concluded with the entrepreneur.

2. In addition to delivering goods subject to retention of title, the entrepreneur also does so with a reserved right of pledge over all the goods it delivers.

3. Goods delivered by the entrepreneur that fall under the retention of title as referred to in paragraph 1 may not be resold or used as a means of payment. The counterparty is not authorized to pledge or encumber the goods subject to retention of title in any way.

4. The counterparty must always do everything that can reasonably be expected of them to secure the ownership rights of the entrepreneur.

5. If third parties seize the goods delivered under retention of title or wish to establish or enforce any rights thereto, the counterparty is obliged to immediately notify the entrepreneur thereof.

6. The counterparty undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion, water damage, theft, and to show the insurance policy for this insurance to the entrepreneur for inspection upon first request. In the event of any payment under the insurance, the entrepreneur is entitled to these proceeds. To the extent necessary, the counterparty undertakes in advance to cooperate with everything that is or may prove necessary or desirable in that context.

7. In the event that the entrepreneur wishes to exercise the ownership rights indicated in this article, the counterparty hereby gives unconditional and irrevocable permission in advance to the entrepreneur and any third parties designated by the entrepreneur to enter all places where the entrepreneur's properties are located and to take back those goods.

#### **ARTICLE 17: PLEDGE/WARRANT**

Until such time as the counterparty has fully fulfilled its payment obligations relating thereto towards the user, the counterparty is not authorized to pledge the delivered goods to third parties and/or establish a non-possessory pledge on them, and/or place the goods under the actual control of one or more financiers for storage (implied pledge), as this will be considered a attributable failure on its part. In such cases, the user may immediately, without any notice of default being required, suspend its obligations under the agreement or terminate the agreement, without prejudice to the user's right to claim damages, lost profits, and interest.

#### **ARTICLE 18: BANKRUPTCY, INCAPACITY, ETC.**

Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between the counterparty and the user shall be terminated, without judicial intervention and without any notice of default being required, at the time when the counterparty is declared bankrupt, applies for (provisional) suspension of payments, is subject to enforcement seizure, is placed under guardianship or under administration, or otherwise loses the power of disposition or legal capacity with respect to its assets or parts thereof, unless the trustee in bankruptcy or the administrator acknowledges the obligations arising from the agreement as liabilities of the bankruptcy estate.

#### **ARTICLE 19: FORCE MAJEURE**

In the event that the performance of the obligations to which the user is bound under the agreement with the counterparty is impossible due to non-attributable non-performance on the part of the user and/or on the part of third parties or suppliers engaged for the performance of the agreement, or in the event of another significant reason on the part of the user, the user is entitled to terminate the agreement concluded between the parties or to suspend the

performance of its obligations towards the counterparty for a reasonable period to be determined by the user, without being liable for any compensation. If the aforementioned situation occurs when the agreement has been partially performed, the counterparty shall be obliged to fulfill its obligations towards the user up to that point. Circumstances constituting non-attributable non-performance shall include, among others:

- War, riot, mobilization, domestic and foreign disturbances, government measures, strikes, and labor disputes or the threat thereof, and similar circumstances;
- Disruption of the currency exchange rates existing at the time of entering into the agreement;
- Business disruptions due to fire, accidents, or other incidents, and natural phenomena, regardless of whether the non-performance or delayed performance occurs at the user, its suppliers, or third parties engaged by the user for the performance of the obligation.

In the event that the counterparty fails to promptly fulfill its obligations towards the user in any way, defaults on payment, applies for (provisional) suspension of payments, is declared bankrupt, has enforcement seizure imposed, waives the estate, or liquidates its business, everything owed by the counterparty to the user under any contract becomes immediately and fully due and payable.

#### **ARTICLE 20: CANCELLATION AND TERMINATION**

A. The counterparty waives all rights to terminate the agreement under Article 6:265 et seq. of the Dutch Civil Code or other legal provisions, unless cancellation is agreed upon under this article. The provisions of this article do not apply if the counterparty is a natural person who is not acting in the course of a profession or business. Cancellation by the counterparty is only possible with the user's consent. In such case, in addition to a minimum compensation of 30% of the purchase price or agreed price, the counterparty is obligated to accept delivery of the goods already ordered, provided they have not been processed or altered, and to pay the cost price. The counterparty shall be liable to third parties for the consequences of the cancellation and shall indemnify the user accordingly. Any amounts already paid by the counterparty will not be refunded.

#### **ARTICLE 21: COMPLAINTS PROCEDURE**

1. The entrepreneur has a properly disclosed complaints procedure and handles complaints in accordance with this procedure.
2. Complaints regarding the execution of the agreement must be submitted to the entrepreneur within a reasonable time, in a complete and clearly described manner, after the counterparty has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of five days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within fourteen days with an acknowledgment of receipt and an indication of when the counterparty can expect a more detailed response.
4. If the complaint cannot be resolved through mutual consultation, a dispute arises that is subject to the dispute resolution procedure.

#### **ARTICLE 22: INDEMNIFICATION**

1. The counterparty indemnifies the entrepreneur against any claims from third parties who suffer damage in connection with the execution of the agreement, for which the cause is attributable to causes other than the entrepreneur.
2. If the entrepreneur is held liable by third parties in this regard, the counterparty is obliged to assist the entrepreneur, both in and out of court, and to take immediate action that may be reasonably expected in such cases. If the counterparty fails to take adequate measures, the

entrepreneur is entitled, without notice of default, to take such measures itself. All costs and damages incurred by the entrepreneur and third parties as a result thereof shall be fully borne by the counterparty.

**ARTICLE 23: AMENDMENT CLAUSE**

1. The entrepreneur reserves the right to unilaterally amend the general terms and conditions without the counterparty's consent.
2. Amendments to these conditions shall only be effective after they have been published in an appropriate manner, provided that in the event of applicable amendments during the term of an offer, the provision most favorable to the counterparty shall prevail.

**ARTICLE 24: APPLICABLE LAW/COMPETENT COURT**

1. Dutch law shall apply to all legal relationships arising from or related to the agreement.
2. Any disputes shall be settled by the competent court of the District Court of Central Netherlands, location Utrecht.