



General Terms and Conditions of:

Digital Game Timer Projects B.V. t.h.o.d.n. Digital Game Technology B.V.
Hengelosestraat 66
7514 AJ Enschede

Chamber of Commerce Oost Nederland, Registration Number: 060703160000

(AS 125-08 Engels)

Clause 1: Applicability, definitions

1. These terms and conditions shall apply to all offers and to all purchase and sale agreements as well as all agreements for professional services, including all agreements for the development and/or production of goods, of Digital Game Timer Projects B.V. t.h.o.d.n. Digital Game Technology B.V., with registered office in Enschede, hereinafter referred to as "the user".
2. The purchaser or the client, as the case may be, shall hereinafter be referred to as "the other party". Should a provision below specifically refer to a situation where the other party is a natural person not acting in the course of a profession or business, such party shall be referred to as "the consumer".
3. Stipulations deviating from these terms and conditions shall only form part of the agreement concluded between the parties if and insofar as both parties have expressly agreed this in writing.
4. In these general terms and conditions, "in writing" shall also be understood to mean: by email, by fax or any other means of communication which can, given the state of technology and generally accepted standards, be considered as equivalent thereto.
5. In these general terms and conditions, "goods" shall be understood to mean: both perishable and non-perishable goods.
6. In these general terms and conditions, "perishable goods" shall be understood to mean: products which deteriorate in quality after a relatively short period.
7. In these general terms and conditions, "non-perishable goods" shall be understood to mean: products with a relatively long shelf life as well as products that do not have a use-by date.
8. The advice, calculations, drawings, reports, designs and suchlike to be produced by the user and/or supplied by the other party shall hereinafter be referred to as "the documents". In these general terms and conditions, "the documents" shall in particular be understood to mean written documents. "Written" documents shall also be understood to mean works recorded on other media, such as on computer disks, on CD-ROMS, floppy disks or any other data carriers whatsoever. The above shall apply unless the parties have expressly agreed otherwise in writing.
9. Should (part of) a provision of these general terms and conditions not apply, this shall not affect the applicability of the remaining provisions.
10. Should the user at any time fail to require the fulfilment of what has been agreed between the parties, this shall not affect the user's right to require fulfilment at a later stage.
11. The other party may not rely on the fact that the general terms and conditions were not handed over to it if the user has already handed the same general terms and conditions over to the other party a number of times and has referred to these.

Clause 2: Agreements, assignments

1. Verbal arrangements shall only bind the user once these have been confirmed by the user in writing, or once the user has, with the consent of the other party, started to execute these.
2. Assignments from the other party must be accompanied by a clear, written description of the nature of the assignment.
3. Once an assignment has been given in writing, any changes thereto must also be made in writing and must be accompanied by a clear description of the changes. The user shall only be bound by the changes if it has confirmed these in writing.
4. Supplements or amendments to the general terms and conditions or other changes or supplements to the agreement shall only become binding once they have been confirmed by the user in writing.



Clause 3: Offers, quotations

1. All offers, quotations, price lists and/or lists of rates etc. of the user shall be without obligation, unless they contain a period for acceptance. Should a quotation and/or offer contain an offer without obligation and this is accepted by the other party, the user shall be entitled to withdraw the offer within 2 working days of receipt of the acceptance.
2. Should the user provide a composite quotation, this shall not oblige it to deliver part of the goods included in the offer or quotation or to carry out part of the agreed assignment for a corresponding part of the price.
3. Prices and/or rates in quotations are based on the information provided by the other party when giving the assignment or placing the order. Should this information subsequently be altered, this may have consequences for the prices and/or rates.
4. Offers, quotations, prices and rates do not automatically apply to future assignments and/or orders.
5. Should the acceptance from the other party deviate from the offer, the user shall not be bound by this. No agreement will have come into effect in such a case, unless the parties have expressly agreed otherwise in writing.
6. Samples and models, examples of the documents and specifications relating to colour, dimensions and weight and other descriptions in brochures, promotional material and/or on the website of the user shown and/or provided are as accurate as possible, but shall serve as an indication only. No rights may be derived from these, unless the parties have expressly agreed otherwise in writing.
7. The samples, models and examples referred to in the previous subclause shall remain the property of the user at all times and must be returned on the user's first request, unless the parties have expressly agreed otherwise in writing.
8. When issuing a quotation, the user accepts no responsibility for documents drawn up by or on behalf of the other party and/or third parties, or for any specifications relating to dimensions, sizes, materials and suchlike given therein.
9. The user shall be entitled to charge the other party the costs relating to the offer and/or quotation, provided that the user has drawn the other party's attention to these costs in writing and in advance.
10. Should the other party not accept an offer or quotation, it shall be obliged to return all documents delivered with the offer or quotation to the user on the latter's first request.

Clause 4: Using third parties

If and insofar as this is required for the proper execution of the agreement, the user shall be entitled to have specific deliveries carried out by third parties, at its discretion.

Clause 5: Obligations of the other party

1. The other party must ensure that:
 - a. any information required for the execution of the agreement is submitted to the user in good time and in the form requested by the user;
 - b. if the work has to be carried out on the other party's premises or at a location designated by the other party, the user is given access to this site during the working hours of which the user has been notified in advance;
 - c. the data carriers, electronic files, software and suchlike submitted to the user by the other party are free of viruses and/or defects;
 - d. if the parties have agreed that the other party will supply parts, materials, semi-finished products, raw materials and suchlike, these are made available to the user in good time and in a good condition;
 - e. the facilities reasonably requested by the user and/or third parties brought in by the user are available free of charge at the location where the user and/or such third parties are to carry out work as part of the execution of the agreement.
2. The other party shall ensure that the information to be provided is correct and complete. The other party shall indemnify the user against consequences arising from the information being incorrect and/or incomplete.



3. The user shall treat the information provided by the other party as confidential and shall not make this available to third parties without the consent of the other party.
4. The other party shall inform the user in good time about developments underway within its organisation and which are or may be relevant to the execution of the agreement.
5. Should the obligations referred to in this clause not be fulfilled in good time, the user shall be entitled to suspend the execution of the agreement until the other party has fulfilled these obligations. The costs resulting from the delay or the cost of carrying out extra work or the other consequences arising from this shall be for the account and risk of the other party.

Clause 6: Delivery, delivery/completion periods

1. Stated periods within which the goods and/or documents must be delivered and/or the work forming part of the assignment must be carried out may never be regarded as fixed deadlines, unless the parties have expressly agreed otherwise in writing. Should the user fail to fulfil its obligations pursuant to the agreement or fail to fulfil these on time, it must therefore be given written notice of default.
2. Where delivery takes place in consignments or the agreed work is carried out in stages, each delivery or stage shall be regarded as a separate transaction and the user may invoice per transaction.
3. The risk in respect of the delivered goods and/or documents shall pass to the other party at the time of delivery. In the context of these general terms and conditions, delivery shall be understood to mean: the time at which the goods to be delivered leave the premises, warehouse or store of the user or are available for collection by the other party or the time at which the documents to be delivered are actually at the disposal of the other party.
4. Contrary to the provisions of subclause 3 of this clause, if the other party is a consumer, delivery shall, in the context of these general terms and conditions, be understood to mean: the time at which the goods are actually at the disposal of the consumer.
5. The ordered goods shall be shipped and/or transported in a manner to be specified by the user, but for the account and risk of the other party. The user shall not be liable for loss or damage of any kind whatsoever relating to the shipment and/or transport, regardless of whether this loss or damage is sustained by the goods themselves. The provisions of this subclause shall apply unless the parties have expressly agreed otherwise in writing.
6. Contrary to the provisions of subclause 5 of this clause, if the other party is a consumer, the ordered goods shall be shipped and/or transported at the risk of the user, but for the account of the consumer.
7. Should it prove to be impossible to deliver the documents or the non-perishable goods to the other party or should the non-perishable goods not be collected or should it prove to be impossible to carry out the work agreed for the assignment, for reasons attributable to the other party, the user reserves the right to store these documents or the goods or the materials, parts etc. purchased for the assignment at the expense and risk of the other party. Once these have been stored, the other party must make it possible for the user to deliver the documents or the non-perishable goods or to carry out the work within a period of 1 month, or must collect the non-perishable goods within a period of 1 month. The above shall apply unless the user has explicitly set another deadline, in writing.
8. Should the other party still have failed to fulfil its obligations even after the expiry of the period referred to in subclause 7 of this clause, the other party shall be in default and the user shall be entitled to wholly or partially dissolve the agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to pay compensation for loss or damage, costs and interest. The user shall then be entitled to sell the non-perishable goods to third parties and to destroy the documents already produced.
9. Should it prove to be impossible to deliver perishable goods to the other party or should the perishable goods not be collected, for reasons attributable to the other party, the user shall make every effort to sell the goods. Should the user not manage to sell the perishable goods, it reserves the right to destroy these. Should the perishable goods be sold or destroyed as described above, the agreement concluded in this regard shall be deemed to have been dissolved, without prejudice to the right of the user to claim compensation for losses incurred and/or lost profit.



10. The above shall not affect the obligation of the other party to pay the agreed price (after the deduction of any proceeds from the sale referred to in the previous subclause of this clause) as well as any storage costs and/or other costs.
11. The user shall be entitled to require - with regard to the fulfilment of the financial obligations of the other party - advance payment or security from the other party before commencing the delivery or carrying out the assignment.

Clause 7: Progress, execution of the agreement

1. The user cannot be required to start carrying out the work within the framework of the agreed assignment and/or to start delivering the goods and/or documents until all the information required for this is in its possession and it has received any agreed (advance) payment. Should delays arise as a result of this, the stated delivery/completion periods shall be adjusted pro rata.
2. Should it not be possible to carry out the work or the deliveries normally or without interruption for reasons not attributable to the user, the user shall be entitled to charge the other party the resulting costs.
3. Should, during the execution of the agreement, it become apparent that this cannot be executed, either as a result of circumstances of which the user was not aware or as a result of force majeure of any kind whatsoever, the user shall consult with the other party about amending the agreement in such a way that it can be executed. The user shall inform the other party of any consequences such a change may have for the agreed fee and/or the agreed delivery/completion periods. The above shall apply unless it will never be possible to execute the assignment as a result of the unknown circumstances or force majeure. The user shall then in any event be entitled to payment in full for the work already carried out and/or deliveries already made by the user.

Clause 8: Packaging

1. The reusable packaging in which the goods are delivered shall remain the property of the user and may not be used by the other party for purposes other than that for which it is intended.
2. The user shall be entitled to charge the other party a deposit for this packaging. The user shall be obliged to take back this packaging at the price charged to the other party, provided that the packaging is returned carriage paid within a period after the delivery date as specified by the user and/or at a time agreed by the parties.
3. Should packaging be damaged, incomplete or lost, the other party shall be liable for this loss or damage and shall lose its right to the repayment of the deposit.
4. Should the loss or damage referred to in subclause 3 of this clause exceed the amount of the deposit charged, the user may refuse to take back the packaging. The user may then charge the other party for the packaging at cost price, minus the deposit already paid.

Clause 9: Contract variations

1. Contract variations must be agreed between the user and the other party either in writing or verbally and confirmed in writing if necessary.
2. Contract variations must in any event be taken into account:
 - a. if there are changes to the original assignment;
 - b. if there are unforeseeable increases or decreases in costs.
3. Any contract variations shall be taken into account when the invoice is drawn up, unless the parties have expressly agreed otherwise in writing.



Clause 10: Completion and approval

1. As regards goods to be developed by the user on the instructions of the other party, the user shall be obliged to inform the other party that the developed goods have been finished and are ready for use.
2. The goods to be developed shall be deemed to have been completed in accordance with the agreement if these have been placed at the disposal of the other party and the other party has checked and approved the operation of the goods or has checked and approved the specifications, properties, qualities and suchlike agreed with the user in respect of the goods.
3. The goods to be developed shall also be deemed to have been completed in accordance with the agreement if the other party has not submitted any complaints about the goods within 2 weeks of these having been placed at its disposal.
4. Work that has not yet been carried out or not yet finished by third parties brought in by the other party, which affects the proper use of the developed goods, shall not affect the fact that these goods are ready for use and/or have been completed or the work agreed in this regard with the other party.
5. Should the other party wish to make changes to the developed goods after completion by the user, this shall be regarded as additional work. The user shall then be entitled to charge the other party the costs arising as a result and/or for the time to be spent.
6. Should the other party discover defects, deficiencies and suchlike in the developed goods after completion as referred to in this clause, the provisions of clause 11 of these general terms and conditions shall apply to such defects, deficiencies and suchlike.

Clause 11: Complaints and returns

1. The other party shall be obliged to check non-perishable goods immediately after taking delivery thereof. Should the other party discover visible defects, deficiencies or faults and/or that the incorrect quantity has been delivered, this must be noted on the consignment note and/or accompanying bill and reported to the user immediately and in any event within 48 hours of receipt of the non-perishable goods.
2. Other complaints - including complaints about the documents delivered - must be submitted to the user by registered letter immediately after the discovery thereof. The other party shall bear the risk in respect of all consequences of any failure to report such complaints immediately. The complaints must in any event be submitted to the user within 1 year of delivery.
3. The other party shall be obliged to check perishable goods immediately after receipt thereof. The other party must submit complaints of any kind and in any form in respect of these perishable goods to the user in writing within 24 hours of delivery.
4. Should the aforementioned complaints not have been made known to the user within the periods stipulated above, the goods shall be deemed to have been received in a good condition.
5. The ordered goods shall be delivered in the packaging that the user has in stock. Minor deviations in respect of the given dimensions, weights, quantities, colours and suchlike shall not constitute shortcomings on the part of the user.
6. No complaints may be asserted in respect of imperfections in natural products, if, in the opinion of the user, these imperfections are related to the nature and characteristics of the raw material(s) from which the goods have been made.
7. Complaints shall not have the effect of suspending the payment obligation of the other party.
8. The user must be given the opportunity to investigate the complaint. Should it prove to be necessary to return the goods for the complaint to be investigated, this shall only be for the account and risk of the user if the latter has given its express prior written consent for this.
9. In all cases, goods must be returned in a manner to be specified by the user and in the original packaging.
10. Should, after delivery, the nature and/or composition of the goods have been altered or the goods have been wholly or partially processed or treated, damaged or repackaged, any right to complain shall lapse.
11. In the case of valid complaints, the claim shall be settled pursuant to the provisions of clause 12.



Clause 12: Liability and guarantee

1. The user shall discharge its task as may be expected of a company in its line of business, but accepts no liability whatsoever for loss, damage or injury, including death and personal injury, consequential loss or damage, trading loss, loss of profits and/or losses due to business stagnation, which is the result of acts or omissions on the part of the user, its staff or third parties brought in by it, unless mandatory legal provisions dictate otherwise.
2. The limitations of liability laid down in this clause shall not apply if the loss, damage or injury is attributable to intentional acts or omissions and/or deliberate recklessness on the part of the user, its board and/or its managerial staff.
3. Without prejudice to the provisions of the other subclauses of this clause, the liability of the user - for whatever reason - shall be limited to the invoice amount for the goods delivered and/or work carried out.
4. Notwithstanding the provisions of the previous subclause of this clause, in the case of an agreement or assignment with a term of longer than 3 months, the liability shall be further limited to that part of the fee payable for the last 3 months.
5. Without prejudice to the provisions of the other subclauses of this clause, the user's liability shall at all times be limited to a maximum of the amount paid out by the user's insurer in the relevant instance, insofar as the user is insured for this.
6. The user guarantees the customary normal quality and reliability of that which has been delivered; the actual useful life thereof can never be guaranteed.
7. Should the user obtain (raw) materials, parts and suchlike from third parties for the production of the goods, the user shall, as far as the behaviour and characteristics of such (raw) materials, parts and suchlike are concerned, rely on the information given to it by the producer or supplier of the relevant (raw) materials, parts and suchlike. Based on the previous sentence, the user shall not be liable for loss or damage of any kind suffered in connection with the processed (raw) materials, parts and suchlike.
8. The other party may not derive any rights from advice, information and suchlike which it has received from the user and which are not directly related to the execution of the agreement.
9. Should visible defects, deficiencies and/or faults appear in the delivered goods, which must already have been present at the time of delivery, the user undertakes to repair or replace these goods free of charge, at its discretion.
10. The user never guarantees and shall never be deemed to have guaranteed that the developed and/or delivered goods are suitable for the purpose for which the other party wishes to process, treat or use the goods, or to have these used, unless the user has given the other party explicit written confirmation of this.
11. The other party shall lose its rights vis-à-vis the user, shall be liable for all loss or damage and shall indemnify the user against any claims of third parties in respect of compensation for loss or damage if and insofar as:
 - a. the aforementioned loss or damage has arisen as a result of injudicious use and/or use contrary to the instructions, advice, directions for use and suchlike of the user and/or injudicious safekeeping (storage) of the delivered goods by the other party;
 - b. the aforementioned loss or damage has arisen as a result of errors, omissions or inaccuracies in information, materials, data carriers and suchlike which were provided to the user by or on behalf of the other party and/or the use of which by the user was prescribed by or on behalf of the other party;
 - c. the aforementioned loss or damage has arisen because the other party submitted inadequate or incorrect information to the user and the user based the work to be performed on and/or carried out this work in accordance with the aforementioned information.



Clause 13: Assignment fee

1. Unless the parties have expressly agreed otherwise in writing, the user shall carry out the agreed assignment for a fixed fee.
2. The user shall be entitled to increase the agreed fixed fee should it become apparent, during the execution of the agreement, that the originally agreed or expected amount of work was underestimated by the parties on the conclusion of the agreement, this incorrect assessment of the work is not due to an attributable shortcoming on the part of the user and the user cannot reasonably be expected to carry out the work for the agreed fee.
3. Should the parties have agreed an hourly rate for the execution of an agreed assignment, the fee charged to the other party shall be calculated on the basis of the number of hours spent, using the agreed hourly rate.
4. The hourly rates shall apply to normal working days, which shall be understood to mean Monday to Friday (except for public holidays), and to the times agreed between the parties.
5. The prices and/or rates charged by the user as well as the prices and/or rates given in the offers, quotations, price lists and/or lists of rates and suchlike are exclusive of VAT and any costs. These costs may include transport costs, administrative costs and statements of expenses from third parties used. The above shall apply unless expressly indicated otherwise in writing.
6. In the case of urgent assignments, as well as if the work must, at the other party's request, be carried out outside the working days referred to in subclause 4 of this clause, the user shall be entitled to add a surcharge, to be determined in accordance with the requirements of reasonableness and fairness, to the agreed hourly rate.
7.
 - a. Should, between the date of the conclusion of the agreement and the execution of the agreement, wages, employment conditions or social insurance schemes and suchlike be amended by the government and/or collective industrial organisations, or should, between the date of the conclusion of the agreement and the execution thereof, the prices of the (raw) materials and suchlike required for the execution of the agreement have increased, the user shall be entitled to pass the increases on to the other party. Should a new price list and/or list of rates issued by the user come into force between the aforementioned dates, then the user shall be entitled to charge the other party the prices and/or rates given therein.
 - b. Where the agreement has been concluded with a consumer, price increases may be passed on and/or charged 3 months after the conclusion of the agreement. In the event of price increases within a period of less than 3 months, the consumer shall be entitled to dissolve the agreement.

Clause 14: Payment

1. The user shall be entitled to require payment in advance for the goods to be delivered and/or the fee owed for the agreed assignment. Should the agreement have been concluded with a consumer, the user may charge a maximum of 50% of the amount owed in advance.
2. Payment must be made within 30 days of the date of invoice, unless the parties have expressly agreed otherwise in writing.
3. Should an invoice not have been paid in full after the expiry of the period referred to in subclause 2:
 - a. the other party shall owe the user default interest of 2% per month to be calculated cumulatively on the principal sum. Parts of a month shall be regarded as full months in this respect;
 - b. the other party, after having received a demand from the user in this regard, shall owe a minimum of 15% of the total of the principal sum and the default interest in respect of extrajudicial costs, with an absolute minimum of € 150.00;
 - c. the user shall be entitled to charge the other party an amount of at least € 20.00 in respect of administration costs for each payment reminder, demand and suchlike sent to the other party. The user shall refer to this in the agreement and/or on the invoice.
4. At the discretion of the user, the agreement may, in the aforementioned or similar circumstances, be wholly or partially dissolved without further notice of default or judicial intervention; this may or may not be combined with a claim for compensation.



5. Should the other party not have fulfilled its payment obligations on time, the user shall be entitled to suspend the fulfilment of the obligation to deliver entered into vis-à-vis the other party until the payment has been made or proper security has been provided for this. The same shall apply even before the other party is in default if the user has reasonable grounds to suspect that there are reasons to doubt the creditworthiness of the other party.
6. Payments made by the other party shall always be used to settle all interest and costs owed and then due and payable invoices which have been outstanding the longest, unless the other party expressly indicates in writing, when making the payment, that the payment relates to a later invoice.
7.
 - a. Should the other party have one or more counterclaims against the user for whatever reason, the other party shall waive the right of setoff. The said waiver of the right of setoff shall likewise apply should the other party apply for the (provisional) suspension of payment or be declared bankrupt.
 - b. The provisions under a. of this subclause shall not apply to agreements concluded with a consumer.

Clause 15: Intellectual property rights

1. The user is and shall remain the holder of all the intellectual property rights attached and/or connected and/or belonging to the goods produced and/or developed by the user as well as the documents on which these are based, regardless of whether these goods and/or documents have been produced on the instructions of the other party. The above shall apply unless the parties have expressly agreed otherwise in writing.
2. It is explicitly stipulated that only the user shall be entitled to exercise the rights referred to in the previous subclause both before and after the delivery of the goods.
3. By providing the user with information and/or documents, the other party declares that no copyright or any other intellectual property rights of third parties will be infringed and shall indemnify the user in and out of court against all consequences, financial or otherwise, that (may) arise from this.

Clause 16: Retention of title

1. The user shall retain ownership of the goods delivered and to be delivered until the other party has fulfilled its payment obligations vis-à-vis the user in this regard. These payment obligations shall consist of paying the purchase price, plus claims in respect of work carried out connected to this delivery as well as any claims for compensation on account of the other party's failure to fulfil its obligations.
2. The other party may only resell goods subject to retention of title in the context of its normal business activities.
3. Should the user invoke the retention of title, the agreement concluded in this respect shall be regarded as having been dissolved, without prejudice to the right of the user to claim compensation for loss or damage, lost profit and interest.
4. The other party shall be obliged to inform the user immediately and in writing should third parties assert rights in respect of goods which are subject to the retention of title pursuant to this clause.
5. The other party shall be obliged to keep the goods which are subject to the retention to title with due care and in such a way that they can be identified as the property of the user until such time as the other party has fulfilled all its payment obligations vis-à-vis the user.
6. The other party must insure the goods delivered subject to the retention of title and keep these insured until such time as they are no longer subject to the retention of title. The other party must allow the user to inspect the policy for this insurance on the latter's first request.

Clause 17: Pledge

1. Up to the time at which the other party has fulfilled all its payment obligations vis-à-vis the user in this regard, the other party shall not be entitled to:
 - a. give the goods to third parties as security;
 - b. establish a nonpossessory pledge on the goods;
 - c. place the goods under the actual control of one or more financiers for the purpose of storage.



2. Should the other party fail to comply with the provisions of the previous subclause, this shall be regarded as an attributable shortcoming on its part. In such a case, the user may immediately suspend its obligations arising from the agreement or dissolve the agreement without being obliged to give any notice of default and without prejudice to the right of the user to claim compensation for loss or damage, lost profit and interest.

Clause 18: Bankruptcy, loss of power to dispose of property and suchlike

1. Without prejudice to the provisions of the other clauses of these terms and conditions, the agreement concluded between the other party and the user shall be dissolved without any judicial intervention and without any notice of default being required as soon as the other party:
 - a. is declared bankrupt;
 - b. applies for the (provisional) suspension of payment;
 - c. has execution levied against it;
 - d. is placed in receivership or under administration;
 - e. loses its power or legal capacity to dispose of its assets or parts thereof in any other way.
2. The provisions of subclause 1 of this clause shall apply unless the receiver or administrator acknowledges the obligations arising from the agreement as estate debt.

Clause 19: Force majeure

1. In the event of force majeure, the user shall be entitled to dissolve the agreement or to suspend fulfilment of its obligations vis-à-vis the other party for a reasonable period, without being obliged to pay any compensation.
2. In the context of these general terms and conditions, force majeure shall be understood to mean: a non-attributable shortcoming on the part of the user or third parties or suppliers brought in by it or another important reason on the part of the user.
3. Should force majeure arise once the agreement has already been partly executed, the other party shall be obliged to fulfil its obligations vis-à-vis the user up to that time.
4. Circumstances resulting in force majeure shall include: war, riots, mobilisation, foreign and domestic civil commotion, government measures, strikes and lockouts by employees or the threat of these and similar circumstances, disruption of the exchange rates existing at the time of the conclusion of the agreement, interruption of business operations as a result of fire, natural phenomena, transport and delivery problems that have arisen as a result of weather conditions, roadblocks and suchlike, accidents or other incidents.

Clause 20: Dissolution, cancellation, termination

1.
 - a. The other party waives all rights to dissolve the agreement pursuant to article 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory legal provisions oppose this. This shall apply subject to the right to cancel or terminate the agreement pursuant to this clause.
 - b. The provisions under a. of this subclause shall not apply to agreements concluded with a consumer.
2. Cancellation shall, within the framework of these general terms and conditions, be understood to mean: one of the parties bringing the agreement to an end before any part of it has been executed.
3. Termination shall, within the framework of these general terms and conditions, be understood to mean: one of the parties bringing the agreement to an end after part of it has already been executed.
4. Should the other party terminate or cancel the agreement, it shall owe the user a payment, to be determined by the latter. The other party shall be obliged to compensate the user for all costs, loss or damage and lost profit. The user shall be entitled to set the costs, loss or damage and lost profit and - at its discretion and depending on the work already carried out and/or deliveries already made - to charge the other party 20 to 100% of the agreed price.
5. The other party shall be liable vis-à-vis third parties for the consequences of the cancellation or termination and shall indemnify the user in this regard.
6. Amounts already paid by the other party shall not be refunded.



Clause 21: Applicable law / competent court

1. The agreement concluded between the user and the other party shall be subject exclusively to Dutch law. Disputes that arise from this agreement shall likewise be settled in accordance with Dutch law.
2. Contrary to the provisions of subclause 1 of this clause, the consequences pursuant to the law of property of a retention of title in respect of goods intended for export shall, if the legal system of the country or state for which the goods are destined is more favourable for the user, be governed by that law.
3. Any disputes shall be settled by the competent Dutch court, although the user shall be entitled to bring the matter before the competent court in the place where the user has its registered office, unless the subdistrict court has jurisdiction.
4. In the case of disputes with a consumer, the consumer shall have the right to stipulate, within 1 month of having been notified by the user that the matter will be brought before the court in the place where the user has its registered office, that he chooses to have the matter heard by the court with jurisdiction by law.
5. In the case of disputes that arise from an agreement where the other party has its registered office outside the Netherlands, the user shall be entitled to act in accordance with the provisions of subclause 3 of this clause or - at its discretion - to bring the disputes before the competent court in the country or state where the other party has its registered office.

Date: 19 september 2008