

**Article 1. APPLICABILITY**

1. The following terms and conditions of sale, delivery and payment apply to and form an inseparable whole with all agreements concerning the sale and delivery of textiles and clothing in the Netherlands, as well as agreements concluded in the Netherlands regarding a wage assignment, in which the private limited company Flexx Menswear BV, hereinafter referred to as Flexx Menswear BV, is a party.
2. Unless otherwise stated in these terms and conditions, the statutory regulations apply.

**Article 2. DEFINITIONS**

1. In these terms and conditions the following terms shall have the following meanings:
  - Terms and Conditions: The current terms and conditions of sale, delivery and payment;
  - Working days: All days except Saturdays, Sundays, January 1, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, the days that have been or will be declared national holidays by the government and the day on which the birthday of HM the King is officially celebrated;
  - Days: All calendar days;
  - Agreement: Any agreement of purchase and sale concerning textiles and clothing and/or the provision of services concerning textiles and clothing, including wage orders.
  - Seller: Flexx Menswear BV
  - Buyer: This also includes the client;
  - Intellectual property law: trademark law and/or copyright law and/or design law and/or patent law;
  - Private label: all textile items or clothing, whether or not based on one or more models and/or samples and/or drawings and/or designs of fabric(s) originating from the buyer, which are manufactured by the seller solely on the basis of the seller's materials but which must be provided by the seller with the buyer's label/brand(s);
  - Label/brand(mark): an identifying mark and/or word and/or image originating from and/or prescribed by the buyer to be incorporated in and/or on the clothing and/or textile items.

**Article 3. GENERAL PROVISIONS**

1. These general terms and conditions apply to all quotations, orders, order confirmations, deliveries, invoices, return orders, return order confirmations, return receipts and credit notes.

**Article 4. BATTLE OF FORMS**

1. Even if the applicability of the conditions is expressly rejected, all other conditions stated by buyers on their letterheads, order and delivery forms, invoices, etc. and/or deposited anywhere are invalid and not binding on the seller.

**Article 5. QUOTATIONS**

1. All offers, where the contrary is not explicitly stated, are considered a non-binding offer that can be revoked even after acceptance. If this revocation does not take place within 7 working days after acceptance, the agreement has been concluded.

**Article 6. ORDERS**

1. Any agreement/order concluded between seller and buyer is fully binding on both parties.
2. In the event of written confirmation of an agreement/order by the seller, the content of the order confirmation shall, subject to the provisions below, apply as the content of the agreement.
3. If the order confirmation relates to an order/agreement given in writing by the buyer and the confirmation deviates from any part of the order/agreement, the seller is obliged to draw the buyer's attention to this in an accompanying letter. If this obligation has been met, the buyer is deemed to have agreed to the contents of the order confirmation, unless he has sent a message to the contrary within **8 days of receipt of the confirmation. If the obligation to draw attention has not been met, the buyer cannot rely on this if the seller demonstrates that the deviation in question has been accepted by the buyer. If the seller does not demonstrate this, the original order/agreement of the buyer applies.**

**Article 7. CLASSIFICATION**

1. If nothing has been agreed with regard to the time of classification, the buyer is obliged to classify the order no later than eight weeks before the delivery date or before the end of the delivery period.
2. The buyer who has not classified in time is entitled to an additional classification period of **15** working days, starting on the first working day following the working day on which he has received a written notice of classification from the seller. No right to an additional classification period exists if a fixed term has been agreed for the classification.
3. In the event of late classification, the delivery period will be extended or the delivery date will be postponed by **15** working days above the time period elapsed between the date on which the classification should have taken place at the latest and the date on which the classification is received by the seller.
4. If the buyer has not made the classification within the additional period, the seller may carry out the classification himself, provided that he is obliged to notify the buyer thereof and, insofar as this can be done without objection, to make the changes proposed by the buyer within 10 working days of receipt of said notification.

**Article 8. CALL-OFF AND PICK-UP**

1. A call-off order is understood to mean an order where the time of delivery is made dependent on a call-off by the buyer. If nothing has been agreed with regard to the time of call-off, the delivery date or the last day of the delivery term will apply as such.
2. In the case of a call-off order, unless otherwise agreed, delivery must take place within a period of **15** working days, starting on the first working day following the working day on which the written call-off is received by the seller. If the order or order confirmation specifies the time at which the goods must be ready for call-off or from when the goods can be called off, a call-off received earlier is deemed to have taken place at the said time. In these cases, however, delivery may already take place before the said time.
3. In the event of late call-off, the buyer is entitled to an additional call-off period of 8 working days, starting on the first working day following the one on which he has received a written notice of call-off from the seller. No right to an additional call-off period exists if a fixed term has been agreed for the call-off.
4. In the event of late call-off, the delivery period will be extended or the delivery date postponed by 15 working days, unless the order relates to items that must be ready for shipment at the agreed time of call-off.
5. If the buyer has not called within the additional term, the seller may deliver the goods to the buyer or store the goods at the buyer's expense and risk, including the risk of quality reduction, in his warehouse or elsewhere. By such storage, the goods are deemed to have been delivered. The buyer must be notified of this storage in writing without delay, submitting the invoice for that delivery.
6. If the buyer refuses to accept the goods, the seller may store the goods in the manner and with the consequences provided for in the first paragraph of paragraph 5.

**Article 9. DELIVERY**

1. Delivery is deemed to have taken place:
  - a. If the goods are collected by or on behalf of the buyer; by taking receipt of the goods;
  - b. In case of shipment through a professional carrier; by transferring the goods to that carrier;
  - c. In case of shipment by a means of transport of the seller; by delivery to the home or warehouse of the buyer.
2. From the moment of delivery, the goods are at the buyer's risk.
3. Except for collected items, the seller will arrange insurance for the buyer up to the amount of the sales price of the items and will bear the costs thereof. Insurance is provided against normal transport risk, therefore not against molestation or other extraordinary risks. In the event of damage, the seller will settle the damage with the insurer.
4. As a rule, the goods to be delivered are sent as freight or as order goods. If at the request of the buyer the shipment is made as express goods or long goods, or by special transport, the additional freight costs are for his account.
5. Unless otherwise agreed, the seller will bear the freight costs to the buyer's office or warehouse, provided that only the costs for transport within the Netherlands will be paid by the seller.
6. Buyer guarantees that, on the agreed delivery day, unloading can take place within regular office hours (09:00 - 18:00), unless otherwise agreed between buyer and seller. If delivery could not take place due

to a shortcoming attributable to buyer (including but not limited to not being present, not having the correct unloading facilities, not being accessible to the delivery location, not having sufficient personnel), any further transport costs associated with the delivery (in the broadest sense of the word, including but not limited to further transport and/or storage) will be borne by buyer.

7. If the goods cannot be sent due to circumstances for which the seller is not liable, he is deemed to have fulfilled his obligation to deliver by keeping the goods ready for the buyer, provided that he has notified the buyer of this within 3 working days after the goods have been made ready for shipment. In this case, the payment term commences on the day on which delivery actually takes place.
8. A date or term may have been agreed upon regarding the time of delivery; this term cannot be considered a fatal term. If the time of delivery is only indicated by 'urgent', 'direct', 'from stock' or words of similar meaning, it is deemed that the buyer and seller have agreed on a delivery term of 30 working days, with the understanding that the seller is free to indicate that a different delivery term applies. If the time of delivery is not indicated or if it deviates from the term requested by the buyer, the parties must agree on a further term or the buyer is free to cancel the purchase.
9. The seller is free to deliver a maximum of 10% more or less than the ordered quantity. The buyer must accept this. Over- or under-delivery will be charged at the agreed prices.

#### **Article 10. SUBSEQUENT DELIVERY**

1. The seller is entitled to a subsequent delivery period of **15** working days, starting on the day after the end of the delivery period or starting on the day after the delivery date;
2. The buyer may only claim compensation for damages suffered in connection with non-delivery or late delivery if he has summoned the seller in writing within **15** working days after sending the summons to fulfil his delivery obligation after the expiry of the subsequent delivery period after the delivery date or after the expiry of the delivery period, and the seller remains in default.

#### **Article 11. COMPLAINTS**

1. Complaints are understood to mean all complaints of the buyer regarding the quality of a delivery.
2. Complaints regarding the number of items delivered can only be made if the buyer submits (1) the delivery note used by the carrier (on which the number of items delivered is stated); (2) a written statement of the number of missing items, which must be signed by the buyer and the carrier.
3. Complaints can only be made if they are submitted in writing and the advertising advice, which must contain a description of the complaint, is in the possession of the seller within 7 days of delivery, without prejudice to the provisions of the following paragraphs.
4. If the buyer claims that the inspection does not usually take place immediately after receipt of the goods, the complaint can still be made within 10 days after the buyer has become aware of the defect or could reasonably have become aware of it, but never later than **30** days after the delivery date. This regulation deviating from paragraph 3 cannot be invoked if the buyer could have discovered the defect by means of a simple random sample within the period mentioned in paragraph 3.
5. If the complaint concerns invisible or otherwise imperceptible defects that only become apparent during the processing or handling of the materials, or during the use of the articles manufactured from the materials or the delivered goods (hidden defects), the complaint can still be made within 7 days after the defect has become apparent to the buyer, but never later than **30** days after the delivery date.
6. Complaints can only be made with regard to items that are still in the condition in which they were delivered, unless the complaint concerns hidden defects.
7. Minor deviations in quality, quantity, width, colours, finish, size, finishing, etc. that are considered acceptable in trade or that are technically unavoidable cannot constitute grounds for complaints.
8. Guarantees regarding colour fastness, water resistance, wash fastness, shrink-freeness and other technical properties of the goods and regarding exclusivity are only valid if they have been confirmed in writing to the buyer by the seller or if they are indicated on the goods by means of labels, tags or otherwise, such as, for example, shrink-free, wash-fast, 100% rayon, sanfor, indanthren, all wool, waterproof etc.

9. In the event of a justified complaint, the seller has the right to repair the goods complained of or to replace the goods with other goods in accordance with the order (right of replacement), provided that redelivery takes place;

- a. If the complaint relates to visible defects: before the delivery date or before the end of the delivery period, increased by the duration of the subsequent delivery period, if entitled to this, or within 30 working days after the goods have been received back;
  - b. If the complaint relates to defects as referred to in paragraph 4 or paragraph 5: within **10** working days after the goods have been received back, but no later than **25** working days after delivery or no later than **25** working days after the delivery date or after the end of the delivery period.
10. Submission does not suspend the payment obligation.
  11. Returns that are not preceded or accompanied by the written advertising advice referred to in paragraph 3 are not permitted. The costs of unfounded and/or unadvised returns are for the account of the buyer. The seller may store the relevant items in its possession or with third parties at the expense and risk of the buyer. With regard to the costs associated with unauthorized returns and the measures taken by the seller as a result thereof, the seller's specified statement is binding on the buyer, unless proven otherwise. The buyer is obliged to carefully pack and ship and to insure the items to be returned. He is liable for damage caused by his negligence.
  12. Any legally valid right to complain shall lapse if and to the extent that the buyer - without the written permission of the seller - has already attempted to resolve the complaint regarding the quality of the delivered goods either on his own or by engaging a third party.

#### **Article 12. PAYMENTS**

1. All invoices and bookings of claims bear the same date as the date on which the relevant items were delivered.
2. All payments by the buyer to the seller must be made to a bank account number to be designated by the seller, without settlement, in euros and no later than thirty (30) days after the invoice date, or on another, written and mutually agreed final payment date. This concerns a 'term set for payment' within the meaning of art. 6:83 sub a BW.
3. If indicated by the seller, the buyer is entitled and obliged to pay in a manner other than cash, for example - but not limited to - by transfer of goods (payment in lieu).
4. All payments must be made no later than the last day of the agreed payment term (due date) by means of carriage paid, remittance or in cash and such without any set-off and without deduction of costs or discounts for which no credit note or other statement of approval from the seller is in the possession of the buyer on the date of payment.
5. Making an earlier payment than agreed upon when the agreement was concluded does not entitle you to a discount if the seller does not agree to this. Payments are always deemed to have been made in settlement of the oldest outstanding invoice.
6. In the case of payment by bank transfer, the date of payment is the day on which the seller's bank account is credited.
7. The seller is not obliged to inform the buyer in advance of the expiry of a claim or to send him account statements, etc., unless otherwise agreed.
8. The buyer who has not paid by the due date shall be in default vis-à-vis the seller without any warning being required.
9. If the agreed payment term is exceeded, any payment discount will lapse, provided that the sale was made on the payment condition as stated in paragraph 2 of this article.
10. In the absence of timely and full payment, the buyer will be in default by operation of law with at least the following consequences:
  - a. 14 days after the due date of the invoice (s), the seller will send the buyer a first reminder, giving the buyer the opportunity to pay within 14 days without additional costs.
  - b. If timely and full payment is not made after the first reminder, the seller will send the buyer a second reminder and the buyer will owe interest of 3% of the outstanding invoice(s) every 14 days.
  - c. If timely and full payment is not made after the second reminder, the seller will send the buyer a third reminder and, in addition to the current interest of 3% of the outstanding invoice(s) every 14 days, the buyer will also owe an amount of €50.00.
  - d. If timely and full payment is not made after the third reminder, the seller will send the buyer a fourth reminder and, in addition

to the current interest of 3% of the outstanding invoice(s) every 14 days, the buyer will also owe an amount of € 250.00.

- e. If timely and full payment is not made after the fourth reminder, the seller will send the buyer a notification that the claim has been handed over for collection and, in addition to the interest and costs mentioned under b to d, the buyer will also owe interest of 1.5% per month on the outstanding invoice(s) as well as extrajudicial collection costs of 15% of the outstanding invoice(s) with a minimum of € 250.00.
  - f. If the seller takes the buyer to court with regard to its payment obligations, the buyer shall also, in addition to the previous paragraphs, be liable for the actual costs that the seller must incur for this purpose (such as legal fees, bailiff's fees, court fees, etc.).
11. Payments made by the buyer will always first be applied to reduce all costs and interest due and then to the oldest outstanding invoices, even if the buyer states that the payment relates to a later invoice (s).
  12. Without prejudice to his other rights under the terms and conditions and/or the law, the seller has the right against the buyer who has not paid on time;
    - a. to demand immediate payment upon presentation of the goods to the buyer (cash on delivery) and/or security for payment for all current agreements;
    - b. to suspend deliveries (as well as the production or processing of the items intended for this purpose), without prejudice to his right to simultaneously or later demand security for payment. After the buyer has fulfilled his obligations, the seller shall have at his disposal as a delivery period the time that, taking into account the possibilities then existing in his company, is necessary for the production or processing;
    - c. to terminate the relevant purchase agreement in whole or insofar as it has not been executed by a written statement from the seller;
    - d. to terminate one, more or all current agreements, in respect of which the buyer is not in default, in whole or insofar as they have not been performed, by a written statement from the seller.
    - e. The rights referred to under a, b and c may only be exercised after the seller has given the buyer a period of three days to still meet his payment obligations and the buyer remains in default, while the right referred to under d will only be exercised if the buyer has not met a demand from the seller for security for the payment of what the buyer will owe under the said agreement(s) within 8 days. Except in the event that the right of termination has been exercised, the seller may at any time change his choice from the rights referred to in this article.
  13. If the buyer is in default towards the seller and/or is not creditworthy and/or is considered insolvent, the seller shall have the rights described in paragraph 11 of this article with regard to all current purchase agreements, insofar as they have not been executed, without any notice of default being required.

#### **Article 13. RETENTION OF OWNERSHIP**

1. The seller retains ownership of all goods delivered or to be delivered under sales agreements until they have been extinguished by payment by the buyer;
  - a. the claims concerning the consideration for those goods;
  - b. claims relating to work performed or to be performed by the seller for the benefit of the buyer in the execution of the aforementioned agreements;
  - c. the claims for failure to comply with the said agreements;
2. Goods shall be deemed not to have been paid for if the buyer has not demonstrated payment thereof.
3. The buyer is obliged to show the goods to the seller at the first request of the seller and to return them to the seller upon request in the event of default of payment and in the cases referred to in article 12 paragraph 11 c and d and in article 12 paragraph 12. For the goods taken back on the basis of this article, the buyer will be credited for the market value of the goods for the supplier on the day of the return.
4. The buyer may agree with a third party that the latter will pay the purchase price for him and will be subrogated to the seller's claim. In the event of payment by a third party who is subrogated to the seller's claim, the retention of title will not lapse.
5. In the event of subrogation as referred to in paragraph 4, the seller shall deliver the reserved ownership of the goods for which the third party has paid the purchase price to the subrogated third party. From

the time of subrogation, the buyer shall hold the described goods for the subrogated third party.

6. Subrogation of the claim by and transfer of the reserved ownership to a third party as referred to in paragraphs 4 and 5 shall not affect the buyer's right to hold the seller liable in the event that the seller fails in any way to fulfil the agreements concluded between them.
7. The buyer is not authorised to alienate or encumber the items subject to the retention of title. However, the buyer is permitted to sell and transfer the aforementioned items to third parties within the framework of the normal exercise of his business. This permission shall lapse by operation of law at the time that the buyer fails in any way with regard to the claims for which the retention of title applies, obtains provisional suspension of payment or is declared bankrupt. The buyer may under no circumstances allow the items subject to the retention of title to serve as security for claims of third parties.
8. The buyer is obliged to insure the items referred to in paragraph 1 against the risks of fire, theft, storm and water damage, and to such an extent that the relevant insurance policy includes the provision that the insurance also covers items of third parties, whether the latter are interested parties when the insurance is concluded or will become interested parties during the course of the insurance. The buyer is not permitted to pledge any claims on his insurer under insurance as referred to in this paragraph, insofar as they relate to the items referred to in paragraph 1, to third parties or to have them serve as security in the broadest sense of the word to third parties. Payments in respect of damage and loss of the items referred to above shall replace the items concerned.

#### **Article 14. FORCE MAJEURE**

1. Force majeure is understood to mean any circumstance which the seller or the buyer could not reasonably have taken into account and as a result of which the normal performance of the agreement cannot reasonably be expected by the other party.
2. The seller or buyer, respectively, shall immediately warn the other party if a case of force majeure occurs.
3. In the event of force majeure, the other party cannot claim any compensation.
4. In the event of force majeure, the parties must make arrangements regarding the implementation of the relevant agreement.
5. If a case of force majeure leads to an excess of the agreed date or term, including any subsequent delivery term, by at least 20 working days, the other party shall, notwithstanding the provisions of paragraph 4, have the right to terminate the relevant agreement by means of a written statement.

#### **Article 15. TAXES**

1. Sales prices or otherwise quoted prices do not include any amounts due or to be due in respect of the transaction in question by way of sales tax or other similar levies: all costs incurred as a result of these taxes shall be borne by the buyer.

#### **Article 16. TERMINATION OF RELATED ORDERS**

1. If the seller is in default or will be in default according to his written statement to deliver an order in accordance with this agreement, the buyer is entitled to cancel in writing other orders that are economically inseparably connected with this order as far as destination is concerned, or parts thereof.

#### **Article 17 COMPOSITION LABELS**

1. Textiles and clothing, which are ready for direct use by the consumer and which may only be offered to the consumer by the retail trade, provided with labels indicating the composition of the processed raw materials, shall be delivered provided with the required composition labels. If no or incorrect composition labels are attached, this shall be deemed to be a visible defect. Such a defect constitutes grounds for complaints within the meaning of Article 11 paragraph 2. The articles in question may be returned to the supplier for the attachment of the (correct) labels.
2. Redelivery will take place in accordance with the provisions of article 11 paragraph 8. If desired, the buyer can replace/apply the labels (at his own expense). The supplier will then provide the necessary labels free of charge.

#### **Article 18. INTELLECTUAL PROPERTY RIGHTS AND PRIVATE LABEL**

1. Seller guarantees that he does not violate any intellectual property rights with the items sold by him to buyer and indemnifies buyer against any claim by a third party based on violation of an intellectual property right.

2. The guarantee and indemnity described in paragraph 1 does not apply to items that are or must be manufactured on a contract basis, nor to violations of an intellectual property right in respect of the label/brand(mark) and/or the models (samples) and/or patterns and/or (in)drawings and/or designs of fabrics originating from the buyer at private label textile stores or clothing.
3. Buyer guarantees that he is entitled to use the label/mark(mark) as well as the models (samples) and/or patterns and/or (in)drawings and/or designs of fabrics originating from him, with which the private label textile stores or clothing must be provided and indemnifies seller against any claim by a third party based on infringement of an intellectual property right in respect of the label/mark(mark) as well as the models (samples) and/or patterns and/or (in)drawings and/or designs of fabrics originating from him.
4. If there is a justified complaint regarding private label textile items or clothing, whereby the textile items or clothing in question cannot be repaired or replaced in accordance with Article 11 of these terms and conditions, the seller has the right to sell these textile items or clothing to third parties, subject to the obligation to completely remove the buyer's label/brand or, if removal of the label/brand is not possible without damaging the textile items or clothing in question, the right to sell these textile items or clothing to third parties 1 year after the complaint has been discovered and provided with the buyer's label/brand.
5. If the seller has sold the buyer label-less/brand-less textile items or clothing based on models and/or samples and/or patterns and/or (in)drawings and/or designs of fabrics originating from the buyer, the buyer guarantees that he does not violate any intellectual property right with the aforementioned models etc. and he indemnifies the seller against any claim by a third party based on violation of an intellectual property right.
6. If there is a justified complaint regarding these label-less/brand-less textile items and/or clothing, whereby these items cannot be repaired or replaced in accordance with Article 11 of these terms and conditions, the seller has the right to sell these textile items and clothing to third parties.

#### **Article 19. PRODUCT LIABILITY**

1. The scope of this regulation includes the European countries that are subject to the 'Council Directive of 25 July 1986 number h 210/29 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products'. Product liability exists if the seller and the buyer are liable, on the basis of the legislation established in these countries on the basis of the aforementioned directive, for the damage described in paragraph 4 of this article caused by a defect in the goods delivered by the seller to the buyer, who is not a consumer.
2. For countries other than those referred to in paragraph 1, product liability means the liability of a buyer, other than a consumer, based on the legislation and/or case law in force in these countries for damage as described in paragraph 4 of this article, which damage is caused by a defect in goods delivered by the seller to the buyer.
3. A consumer is understood to mean a natural person who suffers the damage referred to in paragraph 4 caused by a defect in the goods.
4. Damage means:
  - a. the damage caused by death or bodily injury;
  - b. damage or destruction of an item other than the defective items with application of a deductible of € 500.00 if this item:
    - I is usually for private use or consumption; and
    - II has been used by the injured consumer primarily for private use or consumption.
5. In this article, the terms 'items' are understood to mean all items delivered by the seller to the buyer, the maker of which cannot be determined by the consumer.
6. The seller indemnifies the buyer against liability for damage as referred to in paragraph 4 as a result of claims by consumers caused by a defect in the goods purchased by the consumer in one of the countries referred to in paragraph 1.
7. The seller is only obliged to provide such indemnity if the goods are manufactured entirely from and/or according to its own materials.
8. If the goods are partly manufactured using materials supplied by the buyer, the seller shall only be liable for such indemnity if the buyer proves that there is no causal link between the buyer's materials and the defect in the goods.

9. The seller is not obliged to provide such indemnity if the goods undergo processing after delivery, as a result of which the defect causing the damage has arisen in the goods. In case of doubt, a research institute to be appointed by the seller will make a binding decision on this matter.
10. If the goods are manufactured entirely according to the materials of the buyer, the buyer indemnifies the seller against liability for damage as referred to in paragraph 4 as a result of claims by consumers on the grounds of a defect in the goods, unless the buyer proves that there is no causal link between the materials and the defect in the clothing.
11. If the goods only need to be provided with the buyer's label/brand(mark), these goods are deemed to have been made entirely from the seller's own materials.
12. The seller is only obliged to provide the aforementioned indemnity if the damage as described in paragraph 4 amounts to more than €500.00.
13. The buyer undertakes to report to the seller within three working days after liability has been claimed by a consumer or a third party on behalf of the consumer on the basis of the legislation and/or case law referred to in paragraph 2. The further handling of the liability claim will take place in good consultation between the seller, its insurer and the buyer, whereby no acknowledgement of liability or award of any compensation by the buyer will take place until agreement has been reached on this matter between the seller, its insurer and the buyer.

#### **Article 20. LIABILITY**

1. Seller is never liable for so-called indirect and consequential damage that buyer may suffer in connection with the goods delivered by seller. Indirect and consequential damage includes, but is not limited to, damage related to delay, business damage, replacement damage and immaterial damage.
2. Buyer indemnifies seller against all claims for damages from third parties, whether or not arising from goods supplied by seller.
3. Buyer indemnifies seller against all claims for damages resulting from the use of advice or agreements drawn up by seller.
4. The seller's liability for damage suffered by the buyer due to goods delivered by the seller to the buyer is at all times limited to the amount charged by the seller in the relevant specific (partial) delivery, up to a maximum of €5,000.00.

#### **Article 21. FINAL PROVISION**

1. Changes to general terms and conditions
  - a. If one or more provisions of these general terms and conditions are null and void or are annulled by a court decision, the other provisions of these general terms and conditions will remain in force. The parties will consult on the provisions that are null and void or are annulled in order to make a replacement arrangement that is in accordance with the applicable law.
  - b. These general terms and conditions can be (partially) changed unilaterally by the seller. Including in the event that one or more conditions are annulled by the court, or adjustment is required due to statutory regulations. The buyer will be informed of the change(s) in writing.
1. By declaring these general terms and conditions applicable, the client, in the event of (partial) transfer of the company of the buyer, or the buyer in the broadest sense of the word, has already now and therefore in advance cooperated with the circumstance that the legal relationship between the parties in the context of the (partial) transfer is (partially) transferred to a third party. This includes (but is not limited to) the transfer of the present agreement to a third party or third parties affiliated with the seller.
2. All disputes relating to the agreement shall be settled by the competent court in the district where the seller is established.