



NBTC Holland Marketing

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

In these General Terms and Conditions, the following terms will have the following meanings:

Applications:	Internet/ software applications developed by NBTC, including the necessary documentation, which NBTC places at the disposal of the Client on the basis of an Agreement;
Services:	All services, activities and facilities, including Electronic Services, which on the basis of an Agreement, NBTC, or a third party commissioned by NBTC, carries out, and/ or provides on behalf of the Client, whether in connection with the delivery of Goods or not;
Electronic Services:	All services relating to Internet sites (including Intranet and Extranet), including the creation, maintenance and operation of Internet sites and (electronic) databases, and Applications made available by NBTC, as well as (other) applications pertaining to advertising and promotion;
Final Deadline:	The date stated in the Agreement after which cancellation of the said Agreement is no longer possible;
Goods:	Things and property rights (within the meaning of Article 3:1 of the Dutch Civil Code), which on the basis of an Agreement, NBTC, or third parties, transfer or place at the disposal of the Client;
NBTC:	Stichting NBTC Holland Marketing, with its official seat in 's-Gravenhage.
Agreement:	The written or oral agreement between NBTC and the Client for the delivery and/or provision of Goods and/or Services (with or without Applications);
Client:	The party with whom NBTC has entered into an Agreement.

Article 2 Applicability; amendments

- 2.1 These General Terms and Conditions apply to all Agreements entered into with NBTC, and to all quotations given by NBTC. These general terms and conditions also apply to any supplemental or subsequent agreements and to agreements for the performance of which NBTC must engage third parties.
- 2.2 Unless agreed otherwise in writing, the Client's general terms and conditions will not apply.
- 2.3 Amendments to the Agreement and/or deviations from what is stipulated in these general terms and conditions, will only be binding on NBTC if, and in so far as, NBTC has explicitly confirmed the amendments or deviations in writing.

Article 3 Formation of the Agreement

- 3.1 Unless explicitly stated otherwise in a quotation or offer, all quotations made by or on behalf of NBTC, including but not limited to general offers contained in catalogues, electronic or other price lists, and other communications, are without obligation. An offer made without obligation may be withdrawn by NBTC within five (5) working days of it being made.

- 3.2 An Agreement between NBTC and the Client is formed when NBTC accepts or executes an order or offer from the Client or when a Client accepts the offer after five (5) working days have elapsed. Explicit acceptance is, among other things, understood to mean the return of a signed document and confirmation by email.
- 3.3 NBTC is entitled to cancel the Agreement in writing before the Client actually participates in the intended activity or makes use of the intended NBTC facility. In the event of cancellation NBTC will reimburse the Client for that which the Client has already paid. NBTC is not liable in any way whatsoever for any damage incurred by the Client as a result of cancellation.
- 3.4 If, during the performance of the agreement, it appears that it is necessary to change or supplement the agreement for a proper performance thereof, the parties will amend the agreement in consultation and in good time.

Article 4 Agreement with regard to the delivery of Goods

- 4.1 NBTC is bound to deliver the things in accordance with the description and quantity agreed. Things are, *inter alia*, understood to mean items of property and information.
- 4.2 If a deadline is agreed or stipulated for the performance of certain work or the delivery of certain goods, this deadline is an indicative deadline. If a deadline is exceeded, the Client must notify NBTC in writing that it is in default. In this notice of default, NBTC must be given a reasonable period within which to perform the agreement. If, notwithstanding the provisions of article 14 NBTC remains in default, the Client is entitled to terminate the Agreement by registered post for the part of the Agreement not performed. The Client is not entitled to do so if the Client itself is in default.
- 4.3 A delivery period agreed commences one day after the formation of the Agreement.
- 4.4 The risk will pass to the Client at the time of shipment, except when it has been agreed in writing that the goods will be sold carriage paid to the place of destination, in which case the risk will remain with NBTC until delivery to the place of destination.
- 4.5 NBTC is entitled to deliver and invoice orders in parts. Each partial delivery will be regarded as a separate delivery and the invoice pertaining to this delivery must be settled within the period stated on the invoice.

Article 5 Agreement with regard to the provision of Services

- 5.1 With due observance of the procedures and agreements laid down in writing in the Agreement, NBTC will perform the agreed Services to the best of its knowledge and ability.
- 5.2 If and in so far as required for the proper performance of the agreement, NBTC is free to have certain activities carried out by third parties or to make use of materials and/or goods other than those agreed upon, in so far as this does not adversely affect the quality of the performance as a whole.
- 5.3 The Client will provide NBTC with all data and/or things useful and necessary for the performance of the Agreement in good time. If the requested information and/or things are not provided to NBTC in good time, NBTC will be entitled to suspend performance of the Agreement and/or to charge the Client for damage arising from the delay.
- 5.4 The Client guarantees the completeness and correctness of the information and things referred to in article 5.3. The Client only provides data and things that do not infringe the intellectual property rights of third parties. If the Client provides NBTC with infringing data despite the aforementioned, this will be at the Client's expense and risk. The Client indemnifies NBTC in the event of any claims arising due to the use of the infringing data supplied.

- 5.5 NBTC may retain products and data provided by the Client, and the results of the processing thereof, until such time as the Client has paid all amounts owing to NBTC.
- 5.6 Unless otherwise agreed in writing by the parties, the NBTC Internet sites may contain advertisements for or on behalf of the Client's competitors.
- 5.7 NBTC is entitled to, temporarily or otherwise, suspend its Services and/or to limit the use thereof if the Client fails to comply with an obligation towards NBTC, or acts contrary to with these general terms and conditions.
- 5.8 The Client may not (in the context of the provision of Services by NBTC, including on internet sites (partly) developed by NBTC) refer to or display/place campaigns which include the following content:
- Erotic pornography;
 - Violence;
 - Parodies of the royal family;
 - Discrimination by race, sex, religion or belief;
 - Infringement of copyrights, trademarks or other rights of NBTC or third parties;
 - The promotion or instigation of illegal activities.

Article 6 Special provisions concerning Electronic Services

- 6.1 NBTC will do its utmost to provide optimal availability of the Electronic Services it provides. NBTC is entitled to:
- a) make improvements or other changes to the Electronic Services (including improvements or other changes to the Applications);
 - b) interrupt or temporarily interrupt the Electronic Services and/or to limit the use thereof, in as much as this is reasonably necessary for the maintenance, installation, and/or service work, for implementation of the changes to the technical interface and/or for similar work;
 - c) deny the Client access to the Electronic Services, or to restrict access if the Client fails to comply with any provision of the Agreement, or of these general terms and conditions.
- 6.2 NBTC cannot guarantee that the Electronic Services will function without interruption or without defects, or that all defects will (can) be repaired.
- 6.3 If the Client has entered into a maintenance agreement for the Electronic Services with NBTC, or if the fee for the use of Electronic Services includes maintenance, the Client is obliged – in accordance with NBTC's usual procedures – to report detected defects in the Electronic Services to NBTC without delay and in detail. On receipt of this notification NBTC will endeavour to repair the defects and/or make improvements in the new versions of the Applications to the best of its ability. Repair of defects will take place at a location to be determined by NBTC. NBTC is entitled to introduce temporary solutions or software workarounds, or problem preventative restrictions in the Applications. Restoration of corrupted or lost data does not fall under maintenance.
- 6.4 NBTC may charge its usual rates and the costs of repair to the Client in the event of incorrect use by the Client of the Electronic Services, including use of the Applications in combination with other software and/or hardware not originating from NBTC (and not suitable for that purpose) or if the Applications have been changed by the Client or third parties without NBTC's permission.
- 6.5 The Client will ensure that, if it offers its own goods and/or services by means of internet sites developed (in part) by NBTC, or for which NBTC has performed other Services, it makes it unequivocally clear to the Client's (potential) customer that these goods and/or services originate from the Client and are not offered by NBTC, that the (potential) customer is made aware of the Client's applicable conditions and that the (potential) customer cannot invoke errors or inadequacies in the text. The Client will ensure that the description of its own goods and/or services corresponds to the actual situation and is therefore correct and

complete. The Client is liable for the content of the information provided, with regard to the goods and/or services provided by the Client. The Client indemnifies NBTC against any claims made by third parties in this connection.

Article 7 Final Deadline

- 7.1 If a Final Deadline has been stipulated in the Agreement, the Client is entitled to cancel (terminate) the Agreement in writing before the Client actually participates in the intended activity or makes use of the intended NBTC facility. If the Client cancels the Agreement, it will owe NBTC the following cancellation costs:
- On cancellation before the Final Deadline stated in the Agreement the Client must pay NBTC **50%** of the agreed price immediately;
 - On cancellation on or after the Final Deadline stipulated in the Agreement the Client must pay NBTC **100%** of the agreed price immediately.
- 7.2 If no Final Deadline is stipulated in the Agreement, on cancellation the Client will owe NBTC the entire agreed amount immediately.

Article 8 Amendments, additional work and instructions

- 8.1 If NBTC has carried out activities or other work at the request or with prior consent of the Client, which falls outside of the Agreement's remit, or which on delivery of the Electronic Services, do not fall under a maintenance agreement, these activities will be deemed to have been carried out under the Agreement. The activities or work referred to in the previous sentence will be charged to the Client by NBTC in accordance with its usual rates.
- 8.2 The Client is obliged to follow all instructions of the organiser of the activity and/or NBTC, which are intended to promote the proper conduct of the activity and/or the proper performance of the Agreement. The Client is obliged to compensate NBTC for all damage and costs resulting from the total or partial disregard of the aforementioned instructions. In this case, NBTC is entitled to deny the Client further participation or use.
- 8.3 The Client accepts that as a result of the activities or work as referred to in the preceding paragraphs, the agreed or anticipated period of completion of the agreed deliveries and the reciprocal responsibilities of the Client and NBTC, could be affected.

Article 9 Prices

- 9.1 All NBTC prices, unless otherwise explicitly agreed in writing, exclude:
- (i) VAT and other government taxes or duties;
 - (ii) Packaging and transportation costs; and
 - (iii) Travel and accommodation costs on the part of NBTC.
- These items will be charged separately.
- 9.2 A rise in VAT or any other government taxes or duties may be always charged on by NBTC, in as far as is legally permissible.
- 9.3 Unless explicitly agreed otherwise in writing, the agreed price is listed in euros.

Article 10 Payment

- 10.1 Unless explicitly agreed otherwise in writing, and without prejudicing the right of NBTC to request advance payment should NBTC see fit, the Client is obliged to pay the invoice within thirty (30) calendar days of the invoice date. Payment must take place by way of bank transfer to a bank account designated by NBTC.
- 10.2 If, with regard to the delivery of Goods and/or Services, a fee of EUR 5,000 or more is due, 50% will be invoiced after the formation of the Agreement and 50% upon delivery or commencement of the Goods and/or Services, unless otherwise agreed in writing.

- 10.3 With regard to Services, such as banners, buttons and other applications pertaining to advertising and promotion, a fee may be agreed upon on the basis of information to be provided by the Client, such as: budget, number of page views and/or registered turnover volume. In such cases the Client agrees that the Client's chartered accountant, if desired by NBTC, will once a year issue a statement showing that the information reported by the Client is complete and correct as of the previous reported period, so that the Client and NBTC thus have certainty that the settlement of accounts between the Client and NBTC will take place correctly. NBTC has the right to have an independent auditor carry out an additional examination of the information reported.
- 10.4 NBTC is at all times entitled to set off amounts owed by the Client and/or its affiliated companies or institutions to NBTC, for whatever reason, against amounts that NBTC owes to the Client and/or its affiliated companies or institutions. The foregoing also applies if one of the aforementioned companies or institutions is in suspension of payments or is bankrupt or if a petition has been submitted for this purpose.
- 10.5 If Customer does not pay within the period referred in article 10.1, it will be in default by operation of law. From the time of default, the Client will owe an interest of 2% per month on the amount due and payable.
- 10.6 NBTC is furthermore entitled to charge all costs to be incurred out of court in order to claim the amounts owed by the Client and not paid on time. These costs are deemed to be at least 15% of the agreed price, or the amount owed with a minimum of EUR 750 per invoice.
- 10.7 All things supplied by NBTC will remain its property until such time that the Client has paid NBTC the purchase price, as well as that which the Client owes NBTC under this or other agreements. Nevertheless, the Client retains the right to sell things on, or to process things within the context of its normal business operations, unless NBTC has informed the Client in writing that these things must be placed at NBTC's disposal with immediate effect. In such case. the Client will inform NBTC on request where the Goods belonging to NBTC can be located.
- 10.8 NBTC has the explicit right to suspend all its obligations towards the Client should an amount owing not have been received in full by NBTC.

Article 11 Termination and obligations following termination of the Agreement

- 11.1 Should the Agreement be entered into for a fixed period of time, including an Agreement which by its very nature and content will end upon the completion of a commission, the Agreement will commence on the day it is signed, unless the Agreement provides otherwise. The Agreement will be tacitly renewed by the original period, unless otherwise stipulated in the Agreement, or the Client or NBTC terminates the Agreement in writing, taking a notice period of at least three (3) calendar months into account.
- 11.2 Should the Agreement be entered into for an indefinite period, it may be terminated by written notice by either party after proper, business-like consultations, and stating the reasons, unless the Agreement provides otherwise. If no explicit notice period has been agreed between the parties, a reasonable notice period must be taken into account, which will never be shorter than one month. The parties will never be obliged to pay any compensation as a result of a termination.
- 11.3 The parties will be entitled, at their discretion, to suspend the performance of the Agreement in whole or in part or to terminate the Agreement in whole or in part without notice of default and without judicial intervention by means of written notification to the other party (without being obliged to pay any compensation or guarantee) in the event of:
- a. breach or non-compliance of the conditions of this agreement on the part of the other party, which breach or non-compliance if this can be remedied, is not remedied within thirty (30) calendar days after notification by the party concerned requiring such remedy;

- b. suspension of payments or declaration of bankruptcy or a petition therefor;
- c. sale or cessation of the business of the parties, or some other change in control;
- d. guardianship or administration order of parties;
- e. death of party; or
- f. attachment of an important part of the party's business operations or things intended for the performance of the Agreement.

- 11.4 NBTC may immediately terminate the agreement in writing, and cut off access to its Services if:
- a) (a) third party (or parties) use Client's Goods and/or Services made available by NBTC, without NBTC's consent;
 - b) one or more suppliers of NBTC no longer make their Goods (required for the Services) available or change the conditions under which they are made available to NBTC in such a way that continuation of the services provided by NBTC to the Client cannot reasonably be expected from NBTC.
- 11.5 If, at the time of the cancellation or termination referred to in the preceding paragraphs of this article, NBTC has already provided services on behalf of the Client and in performance of the agreement, NBTC will be entitled to invoice the services already provided or to be provided separately and the Client will be obliged to pay this invoice as if it were a separate agreement. Amounts invoiced prior to the cancellation or termination of the agreement in connection with that which has already been performed or supplied in performance of the agreement, will remain due in full with due observance of the foregoing and will become immediately due and payable at the time of cancellation or termination.
- 11.6 After termination of the Agreement the Client will return all Goods in Its possession to NBTC with immediate effect, including carriers with Applications, and NBTC documents and other data. If the parties have agreed that on the termination of the Agreement the Client will destroy the Goods in question, the Client must inform NBTC in writing of the aforementioned destruction with immediate effect.
- 11.7 Upon the termination of the Agreement all rights and obligations on the part of both parties will cease, including the Client's user rights regarding the Goods and Applications, with the exception of the rights and obligations which due to their very nature will continue, such as the obligations laid down in article 15.
- 11.8 In the event the Client, despite the cessation of user rights regarding the Goods and/or Applications as referred to in the previous paragraph, continues to use these rights, the Client will owe, without judicial intervention being required but after notice of default has been given, NBTC an immediately due and payable penalty of five thousand (EUR 5,000) for each day (a part of a day will count as a whole day) that this use continues.

Article 12 Shortcomings

- 12.1 The Client is obliged to inspect Goods supplied and/or Services provided by NBTC immediately after delivery, or completion, for possible shortcomings in terms of quantity, deviation from specifications and for other (visible) shortcomings.
- 12.2 The Client is obliged to notify NBTC of any visible shortcomings within fourteen (14) calendar days following delivery or completion. This notification must occur in writing and be accompanied by a description of the visible shortcomings. This will apply on pain of forfeiture of all rights of reliance on shortcomings that could reasonably have been discovered by a meticulous inspection within the aforementioned periods.
- 12.3 Shortcomings which could not have reasonably been discovered at the time of inspection, but which are discovered within three (3) months following delivery or completion, must be notified to NBTC in writing by the Client within twenty four (24) hours following the time of discovery. The Client cannot invoke any shortcomings that come to light after three months after execution of the delivery or completion.

- 12.4 Shortcomings as referred to in articles 12.2 and 12.3 will, insofar as the shortcomings can be demonstrably attributed to NBTC, be remedied by NBTC free of charge by, at its discretion (i) repairing the Goods as soon as possible, and/or (ii) making replacement Goods available as soon as possible at its expense, and/or (iii) providing replacement Services to the Client, and/or (iv) reducing the price in accordance with the loss of value of the goods received by the Client caused by the shortcoming.
- 12.5 Unless expressly provided otherwise in writing, any rights of action of the Client against NBTC with regard to the performance of the Agreement will lapse 12 (twelve) months after such performance on the part of NBTC has been completed.

Article 13 Guarantees and liability

- 13.1 NBTC will perform the Agreement to the best of its knowledge and ability and in accordance with the Agreement. NBTC does not guarantee that the Goods supplied or Services provided, or those made available are defect-free, that they will realise a certain result, that they meet the requirements of the Client, or that they are suitable for the Client's intended purpose.
- 13.2 NBTC is not liable for:
- a. direct damage arising from (temporary) inaccessibility of the Electronic Services as a result of circumstances non-attributable to NBTC, such as maintenance and/or Internet disruptions or the telecommunication infrastructure of any provider, or damage resulting from computer viruses;
 - b. damage as a result of claims made by third parties which may arise from an infringement on the part of the Client of any intellectual rights of ownership of these third parties;
 - c. damage as a result of claims made by third parties due to the processing of personal data by the Client which contravene the statutory provisions regarding personal data protection, in so far as this personal data has been obtained as a result of the performance of an Agreement;
 - d. the security of data stored by the Client on NBTC systems;
 - e. damage as a result of inaccuracy, incompleteness or unlawfulness of the content of (selected) data made available to the Client.
- 13.3 The liability of NBTC for damage suffered by the Client as a result of NBTC, or a person for whom NBTC is liable under the law, failing to comply with the agreement or committing a wrongful act in connection with the performance of the Agreement, is limited as follows:
- a. damage resulting from damage to, destruction or loss of goods of the Client, including damage to computer programmes and loss of data files or damage resulting from injury suffered by the Client, will be compensated jointly up to a maximum of EUR 100,000 (in words: one hundred thousand euros) per event or combination of events from the same cause, provided that NBTC is covered under an insurance policy for the compensation;
 - b. damage other than that referred to under a. will be compensated per Agreement in total up to 50% of the net total compensation due (the gross total compensation due minus VAT and any other government levies and/or taxes) owed by the Client under the Agreement, however with a maximum of EUR 100,000 (in words: one hundred thousand euros), provided that NBTC is covered for the compensation under an insurance policy.
- 13.4 Should the Client suffer damage pertaining to a matter for which NBTC has taken out transportation/accommodation insurance, then NBTC may only be held liable for compensation if, and in as much as, the insurer concerned pays out compensation for the damage to NBTC.
- 13.5 Liability on the part of NBTC is excluded for indirect loss, including consequential loss, lost profit, lost savings and loss due to business interruption.

- 13.6 The damage as referred to article 13.3 only qualifies for compensation if this has been notified to NBTC in writing within twenty-one (21) calendar days after the Client could reasonably have discovered it. A claim by the Client against NBTC in relation to damage lapses after one (1) year after the cause of the damage.
- 13.7 NBTC is not liable for damage which the Client suffers as a result of use by third parties of the Goods supplied and/or Services provided or made available, by NBTC. The Client indemnifies NBTC against all claims made by third parties in relation to the Agreement. This indemnification also relates to all damage and costs which the Client incurs, or makes, in relation to such a claim.
- 13.8 If and in so far as NBTC engages one or more third parties in the fulfilment of its obligations and that third party or parties cause damage, NBTC will only be liable for that to the extent that NBTC would have been so on the basis of these general terms and conditions if NBTC had caused the damage itself.
- 13.9 This article applies *mutatis mutandis* to claims for damages, which are transferred from a third party to the Client and are related to a circumstance which can be legally attributed to NBTC.

Article 14 Force Majeure

- 14.1 If NBTC fails to comply with any obligation towards the Client, such failure cannot be attributed to it and it will therefore not be in default if its compliance with this obligation is made more difficult or impossible by a circumstance, foreseeable or otherwise, beyond NBTC's control (force majeure), such as, but not limited to, acts of war, riots, strikes, occupations, blockades, transport impediments, energy failures, failures in the connection with the Internet, failures in the telephone network of the telecommunication provider, illness on an unusual scale, bad weather or natural disasters, government measures at home or abroad, cancellations by third parties.
- 14.2 In the event of force majeure NBTC is entitled to suspend the performance of the Agreement until it no longer complicates or makes it impossible to perform. In the event of a force majeure situation which lasts longer than 1 (one) month regarding the delivery of goods or 2 (two) months regarding the provision of Services, both parties have the right to terminate the Agreement in whole or in part without judicial intervention, without being obliged to pay any compensation. What has already been performed pursuant to the Agreement will then be settled pro rata, without the parties owing anything else to each other.

Article 15 Intellectual property rights and confidential information

- 15.1 All present and future rights of intellectual property that exist or arise on Applications developed under the Agreement or on Goods, Services and data supplied and/or made available by NBTC, including (database) data, analyses, designs, documentation, reports, quotations, exist or arise (worldwide), are owned exclusively by NBTC or its licensors. To the extent necessary (and legally possible) the Client hereby transfers all present and future rights of intellectual property to NBTC.
- 15.2 All goods to be used by NBTC in the performance of the Agreement, including designs made by a third party (such as setting up stands at trade fairs), will remain the (intellectual) property of NBTC, even if the Client has paid NBTC and/or the third party a fee for the development or purchase thereof.
- 15.3 The Client will only acquire the rights of use and powers granted in the Agreement and/or in these General Terms and Conditions. User rights are not transferable. The Goods, Services, Applications and data supplied and/or made available by NBTC may only be used by the Client in its own company or organisation and only in the ways and for the purposes as permitted in the Agreement.
- 15.4 The Client is not permitted to alienate, encumber, lease and/or (sub)license or otherwise make available to a third party any Goods and Applications (including the carriers on which these are recorded), unless NBTC has given prior written permission for this.

- 15.5 The Client may only make changes to the Goods, Services or Applications made available with the prior written consent of NBTC.
- 15.6 If and in so far as NBTC has taken technical measures to secure Applications, the Client will not be entitled to remove or evade such security. If the security measures result in the Client being unable to make a back-up copy, NBTC will make a back-up copy available to the Client at the Client's request.
- 15.7 The Client is prohibited from removing or changing any designation concerning copyrights, trademarks, trade names or other intellectual property rights of or from Goods or Applications. The same applies to designations relating to the confidential nature of Goods, Applications and/or data.
- 15.8 The Client indemnifies NBTC against any legal action relating to the fact that the Goods, Services and/or Applications infringe any (intellectual property) rights of third parties, if and insofar as the action is the result of changes made by the Client to the Goods, Services and/or Applications without NBTC's permission or if the Client uses the Goods, Services and/or Applications in another manner not permitted by NBTC.
- 15.9 The Client, its employees and third parties engaged by the Client are obliged, both during and after the termination of an Agreement, to observe confidentiality towards third parties with respect to all documents and other information obtained by the Client in the context of the Agreement and which NBTC has designated as confidential, or of which the Client must reasonably understand the confidentiality, unless the use or disclosure to third parties of such confidential information is necessary for the performance of the Agreement, has been or will be expressly permitted in writing by NBTC or the confidential information has already been disclosed by or on behalf of NBTC in any other way (other than as a result of a breach of confidentiality obligations towards NBTC).
- 15.10 All goods required by NBTC for the performance of the Services and supplied by the Client must be prepared and supplied by the Client in accordance with conditions to be set by NBTC. NBTC acquires unlimited user rights to such goods, unless the Agreement provides otherwise. If goods supplied by the Client are processed and/or incorporated in goods of NBTC in performance of the Agreement, NBTC will retain the unrestricted right of use after the end of the Agreement, without the obligation to return these goods to the Client.

Article 16 Statutory provisions

- 16.1 When using the Services (including the Applications) and Goods supplied and/or made available by NBTC, the Client will always adhere to all applicable statutory provisions and other regulations (including the Advertising Code).

Article 17 Transfer of rights and obligations

- 17.1 The Client may only transfer rights and obligations arising from the Agreement, or have rights taken over by third parties, with the prior written consent from NBTC.

Article 18 Applicable rights and competent court

- 18.1 The Agreements are governed exclusively by Dutch law, and the applicability of the Vienna Sales Convention is excluded.
- 18.2 All disputes arising from or in relation to offers, agreements or deliveries to which these general terms and conditions apply, will be heard by the competent court in The Hague.

Article 19 Invalidity of one or more provisions

- 19.1 The invalidity of any provision in the Agreement or in these general terms and conditions will not affect the other provisions of the Agreement or these the general terms and conditions.

19.2 If and to the extent that any provision of the Agreement or of these general terms and conditions must be deemed unreasonably onerous, unacceptable or invalid under the given circumstances, a provision shall apply between the parties which, taking all circumstances into account, is acceptable and comes closest to the purport of the provision deemed inapplicable in that case.

The stichting NBTC Holland Marketing is listed in the Chamber of Commerce Haaglanden in The Hague under number: 27192610. The general terms and conditions were filed under the aforementioned number on March 2, 2020.