



STANDARD TERMS AND CONDITIONS OF SALE SCM - TDC 2019

1. DEFINITIONS

1.1 In these General Terms and Conditions (the "Standard Terms"), the following terms, identifiable by the use of a capital letter, shall have the following meanings:

Agreement: means any agreement concluded between Supplier and Buyer;

Buyer: any party or customer to which Supplier submits an offer or concludes an Agreement with;

Confidential Information: means the specific contents of the Agreement, and all information and data which either Party receives from the other Party and which is marked as confidential or the confidential nature of which is known or can reasonably be deemed to be known by the receiving Party, including technical, financial and business information, names of actual or potential customers, partners, suppliers or proposed business transactions, reports, plans, computer programs, computer files, designs, models, know-how, show-how and any other information which can be deemed confidential and all documents and records containing such information, relating to the disclosing Party and/or its subsidiaries, group companies or affiliated companies and/or business relations. "Confidential Information" shall not include any information which: (i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; information shall not be deemed to be in the public domain merely because any part thereof is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public; (ii) was in the receiving Party's possession prior to receipt from the disclosing Party, as proven by its written records; and (iii) is independently received by the receiving Party from any third party which is not bound by any confidentiality obligation with respect to such information.

Direct Damages: means: (a) reasonable expenses which Buyer would have to incur to make Supplier performance in compliance with the Agreement; (b) reasonable expenses incurred by Buyer to determine the cause and scope of the damage, insofar as the determination relates to direct damages within the meaning of the Agreement; (c) reasonable expenses incurred to prevent or to mitigate damages, insofar as Buyer such expenses demonstrates that these expenses resulted in mitigation of direct damages within the meaning of the Agreement;

Force Majeure: means any circumstances reasonably out of Supplier control, that could not have reasonably been foreseen, prevented or overcome by reasonable diligence and without unusual expense, including but not limited to war, the threat of war, civil

war, revolt, mobilization, molestation, fire, water damage, flood, frost, communicable, infectious and/or virulent diseases, excessive health-related absenteeism of personnel, site or building blockages, strikes, specific work interruptions or work-to-rule slowdowns and lock out, storage- and transport difficulties, shortage of raw materials, energy or personnel, disturbances of import and export, measures by the government and the delay in the provision to Supplier of parts, goods, or services ordered from third parties, other than by circumstances, accidents and interruptions of business operation to be imputed to Supplier;

Goods: means the equipment and/or services as more specifically described in the Agreement;

Warranty Period: means the guarantee period of 1 year or 2000 running hours of (a separate part of) the Goods as of the date of delivery, whichever occurs sooner;

Intellectual Property Rights: means all inventions, patents, designs, design rights, database rights and copyrights, know how, internet names, domain names, email address names, trademarks, trade names, logos and other source identifiers (whether registered or not) and the goodwill therein and applications for any of the same and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist in any part of the world whether owned by or consisting of a right to use for the benefit of Supplier together with any application by or on behalf of Supplier or the owner granting the right to use for any such rights.

Supplier: means the supplier under the Agreement, Sluis Cigar Machinery B.V., also trading under the name of Technical Development Corporation.

Total Contract Value: means the purchase prices of the Goods as mentioned in the Agreement;

Parties/ Party: means Supplier and Buyer collectively and each of Supplier and Buyer individually;

Variation: means the changes and/or additions to the Agreement and/or to the specifications of the Goods;

Working Day: means a day on which the banks in Amsterdam are open for business, excluding, however, Saturdays and Sundays and public holidays in the Netherlands.

2. APPLICABILITY

2.1 These Standard Terms apply to all quotations and offers from and all orders to Supplier

2.2 for the sale and delivery of Goods and to all agreements with Supplier with respect thereto.

2.3 The applicability of conditions of Buyer is hereby explicitly rejected.

2.4 Provisions which deviate from these Standard Terms can be invoked by Buyer only if and to the extent that these provisions are accepted by Supplier in writing.

2.5 By accepting the applicability of these Standard Terms once Buyer agrees and accepts that these Standard Terms shall also apply to all future agreements with Supplier.

2.6 These Standard Terms may be amended from time to time by Supplier. The modified Standard Terms shall apply to the Agreement within 14 Working Days after Supplier has notified Buyer of the amended Standard Terms in writing.

2.7 In such case and for insofar as no recourse can be taken, on grounds of reasonableness and equity, or an unreasonably burdensome character, to any condition in these Standard Terms, then such condition in terms of content and application

2.8 shall be converted to a condition as close as possible to its original meaning in such a way that recourse can indeed be taken to such condition.

3. OFFERS, ESTABLISHMENT OF AGREEMENT

3.1 All offers from Supplier are non-binding, unless such offer shall contain a deadline for acceptance. Should an offer comprise a non-binding offer, and this offer shall be accepted by Buyer, then Supplier has the right to recall such acceptance within 2 Working Days after the receipt by Supplier of said acceptance.

3.2 Should Buyer grant Supplier an order, then the Agreement shall take effect only at such time as Supplier shall have accepted such order in writing, *casu quo* shall have commenced execution of said order.

3.3 For defects or deviations in the Goods as regards to illustrations, drawings, and in mention of sizes, weights, and other specifications occurring in folders, price lists, and the like, Supplier is not liable unless specific reference to such specifications shall have been made in the Agreement.

4. SAMPLES, MODELS AND EXAMPLES

In case Supplier shall display or provide a sample, model, or example to Buyer, this shall be considered to have been displayed or provided only as a demonstration. The quantities and/or specifications of the Goods to be delivered can deviate from the sample, model or example, unless it shall have been specifically agreed to the contrary by the Parties in the Agreement that delivery of the Goods shall take place in accordance with such displayed or provided sample, model or example.

5. PRICE, PRICE INCREASES

5.1 The prices are exclusive of VAT and based on delivery INCO term 2010 EXW (ex-works) and therefore exclusive of import or export, duties, exercise, taxes, packaging taxes, any other charges, levies and rights unless explicitly provided otherwise. The prices are furthermore exclusive of all costs of packaging, loading, transport, unloading, insurance, assembly, commissioning and any other services unless explicitly indicated otherwise.

5.2 The price stated by Supplier is based upon (cost) determining factors (such as cost of raw materials, materials, transport and wages) prevailing at the date of the Agreement. If the costs increase thereafter (i.e. after the date of the Agreement) by 5%, Supplier is entitled to adjust the prices accordingly and to charge Buyer a corresponding price increase.

5.3 In the event a Variation which has been mutually agreed upon by the Parties in writing, Supplier shall have the right to amend the prices in accordance with the consequences of the Variation to the prices.

6. DELIVERY

6.1 Unless the Parties have explicitly agreed upon otherwise, delivery of the Goods shall take place on the basis of the Incoterm EXW (ex-works) warehouse Supplier as set forth in the Incoterms that apply at the date of the Agreement.

6.2 Unless expressly agreed otherwise, loading, dispatching or transport, unloading and insuring of the Goods to be delivered shall be effected for the risk of Buyer, even if Supplier arranges for this or pays for the same.

6.3 Supplier shall be deemed to have delivered the Goods to Buyer ex-works after Supplier has informed Buyer that the Goods are available and ready for transport or dispatch in the designated warehouse of Supplier. Goods consisting of services are deemed to be delivered as soon as Supplier has notified Buyer that the Goods are completed.



6.4 Buyer is obliged to receive the Goods at the moment at which the Goods shall be made available to Buyer, casu quo at the moment at which said Goods shall be delivered to Buyer. In such case as Buyer shall refuse such receipt, or shall be negligent in the granting of information or instructions necessary for such delivery, then the Goods shall be stored by Supplier at the risk of Buyer. Buyer shall in such case be responsible for the payment of all supplementary costs, including in any case storage costs, thus incurred by Supplier.

6.6 If the Goods are not collected within 14 days after delivery has taken place, Buyer shall be in default without prior notice of default and Supplier will be entitled either to rescind the Agreement or hand over the Goods to Buyer in any way that Supplier deems appropriate.

6.7 All costs and damages which result from the default of Buyer are at the expense of Buyer.

7. DELIVERY TIME

7.1 An agreed-upon delivery time by the Parties is not a deadline unless specific Agreement shall have been reached to the contrary by the Parties.

7.2 A delivery time only becomes effective after all the following requirements have been fulfilled: (a) conclusion of the Agreement, (b) receipt by Supplier of all documents and data to be provided by Buyer in connection with the Agreement, and (c) receipt of any advance payments agreed upon by Supplier or a security for the benefit of Supplier has been provided by or on behalf of Buyer.

7.3 Delivery periods will be extended by the amount of time that: (a) the implementation of the Agreement is delayed due to Force Majeure, and/or (b) Buyer exceeds a term which has been set or agreed upon with Supplier or which could reasonably be expected by Supplier for the fulfillment of any obligation of Buyer.

7.4 In the event of a Variation which has been mutually agreed upon by the Parties in writing, Supplier shall have the right to amend the delivery time in accordance with the consequences of the Variation to the delivery time.

7.5 Whilst all reasonable endeavors will be made to meet the quoted delivery time, Supplier shall not be liable in any manner for failure to deliver within the delivery time quoted.

7.6 If Supplier expects that the agreed delivery time will be exceeded, it will inform Buyer thereof as soon as possible. A failure to make a timely delivery shall never entitle Buyer to additional or substitute compensation or to non-compliance by Buyer of any of its own obligations vis-à-vis Supplier arising from the Agreement.

8. PARTIAL DELIVERIES

Supplier has the right to deliver the Goods in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of the provisions of these Standard Terms. Supplier has the right to invoice a partial delivery separately.

9. CHANGES IN THE DELIVERED GOODS

Minimal deviations with regard to the specified sizes, weights, quantities, colors and other similar specifications in the Goods to be delivered by Supplier are permissible, and shall not be considered as shortcomings on the part of Supplier in its fulfillment of the Agreement.

10. PAYMENT AND COLLECTION COSTS

10.1 Buyer will pay a deposit of 30% of the contract price at the time of conclusion of the Agreement. The deposit will be non-returnable unless the Agreement is terminated due to a breach of Supplier. Buyer will pay 60% of the contract price upon shipment of the Goods. Buyer will pay 10% of the contract price after acceptance of the Goods.

10.2 Payment shall be made in the currency as specified on the invoice within 30 days after the invoice date. However, Supplier shall at all times have the right to demand full or partial payment in advance from Buyer and/or otherwise obtain security for payment from Buyer. Any full or partial payment made in advance by Buyer is non-refundable unless the Agreement is terminated by Buyer due to a breach of the Agreement by Supplier.

10.3 In the event of payments by bank transfer, Buyer must at all times mention the respective invoice numbers. Payments by bank transfer which are not (completely) specified in this manner are first applied against the oldest invoices of Buyer as well as against the interest due and costs made in relation thereto.

10.4 If Buyer fails to pay any amount due in the manner described above, it shall be in default without prior notice of default. If Buyer remains in default with any payment, all other Supplier claims on Buyer shall be immediately and totally due and the default becomes effective also with respect to those other claims, and without notice of default. As from the day Buyer is in default with a payment, overdue payment interest equal to the legal interest rate plus 2% of the outstanding amount per month shall be due for any part of a month during which the default continues.

10.5 Buyer's payment shall be deemed to have been made on the moment the payment is credited to Supplier's bank account.

10.6 Should Buyer fail to make payments within the time specified above, it shall pay a penalty in the amount of 1% of the total value of the late payment for each full 7 days of delay. However, the total amount of the penalty is not to exceed 5% of the Total Contract Value.

10.7 Buyer relinquishes any right to settle amounts charged by and between the Parties. The submission of guarantee claims does not suspend the payment obligations of Buyer.

11. PROPRIETARY RIGHTS

11.1 After the Goods have been delivered as per Clause 6, the Goods are for Buyer's risk and expense.

11.2 All Goods sold by Supplier to Buyer shall remain the property of Supplier until Buyer has paid in full all that is owed to Supplier in connection with the Agreement and/or in connection with prior or subsequent agreements of the same nature, including, without limitation, damages, costs and interest. Buyer has no right of retention in respect of these Goods.

11.3 Buyer is not entitled to pledge or otherwise encumber the Goods covered by the retention of title.

11.4 If any third party imposes an attachment on the Goods covered by the retention of title or wish to establish or assert rights on the same, Buyer is required to inform Supplier thereof immediately.

11.5 Buyer is required to insure and keep insured the Goods covered by the above retention of title against fire, explosion and water damage, as well as against theft, and to provide Supplier with the insurance policy upon Supplier's first request. If Goods covered by the above retention of title are destroyed or damaged in any way, Buyer shall fully compensate Supplier.

11.6 In the event Supplier wishes to exercise its ownership rights in accordance with the above retention of title, Buyer authorizes Supplier (or any third party designated by Supplier), now for then, unconditionally and irrevocably, to enter the locations where Supplier's Goods are located and retrieve such Goods there from and to grant all cooperation in this respect.

11.7 Upon Supplier's first request, Buyer shall pledge in accordance with Clause 3:239 Dutch Civil Code all its claims towards insurers with regard to the Goods and/or its claims towards customers in the resale of the Goods covered by the retention of title.

11.8 As long as the retention of title is applicable to the Goods delivered by Supplier, Buyer will store the Goods and label them in such a way that they are clearly identifiable as Goods belonging to Supplier.

12. ACCEPTANCE OF DELIVERY AND INSPECTION

12.1 Buyer is obliged to confirm the delivery of the Goods within 3 Working Days in writing to Supplier.

12.2 Buyer is obliged to inspect the correctness, quality and the quantity of the Goods delivered by Supplier as soon as the Goods are offered for inspection by Supplier.

12.3 In any event, the Goods consisting of services are deemed to be accepted 3 months after the agreed or actual date of commencement of the services or one month after completion of the services, whichever occurs sooner. The Goods consisting of goods are deemed to be accepted after 1 month after delivery.

12.4 Buyer shall cooperate without delay in the acceptance of the Goods delivered as soon as Supplier offers these Goods for acceptance. Supplier is also entitled to offer the Goods for acceptance in parts. All costs incurred by Supplier in relation to the non-acceptance of the Goods delivered are for the account of Buyer including any costs of storage and transport.

13. WARRANTY

13.1 During the Warranty Period, Supplier warrants the good quality of the Goods Supplier delivered to Buyer to the extent that in the event of defects in the manufacturing or construction with respect to which timely notice was given by Buyer, Supplier will either (a) redeliver the Goods in question at no cost to Buyer, or (b) repair the Goods at no cost; all this at the absolute discretion of Supplier.

13.2 After expiry of the Warranty Period, Supplier is no longer obliged to offer the services as meant under (a) and (b) in Clause 13.1 of these Standard Terms, and Supplier is no longer liable for defects in the manufacturing or construction of the Goods, to the extent

no timely notice was given of such defect in the Warranty Period as set out under Clause 13.3.

13.3 With respect to noticeable defects of the Goods, Buyer has to submit a claim to Supplier in writing within 14 Working Days after Buyer has the Goods in its possession, being the moment on which: (a) Buyer collects the Goods at a warehouse of Supplier or (b) Supplier or a carrier used by Supplier delivers the Goods on the location as agreed between the Parties or (c) in case of Goods consisting of services, after delivery, failing which any claim of Buyer on Supplier relating thereto will lapse. With noticeable



13.4 defects is also meant, delivery of (a quantity of) Goods that are not in conformity with the Agreement

13.5 Claims with respect to other defects must be made in writing within 14 Working Days after their appearance and at the latest prior to the expiration of the Warranty Period failing which any claim of Buyer on Supplier relating thereto will lapse.

13.6 Supplier will investigate claims under the guarantee as soon as possible after notification thereof by Buyer. Buyer shall provide Supplier with the opportunity to do so. On the basis thereof Supplier will determine whether Buyer's claim is justified.

13.7 Any rights to a guarantee also lapses if: (a) The directions given by Supplier for assembly and/or commissioning and/or use of the Goods are not followed exactly; (b) The Goods are used improperly or not in accordance with the agreed to or usual purpose; (c) Buyer has not fulfilled any of its obligations towards Supplier arising from the underlying Agreement, or has not fulfilled them adequately or on time; (d) The Goods have been damaged by external causes such as (rain)water, heating, fire etc.

13.8 Replaced items shall become the property of Supplier.

13.9 Repaired or replacement items will be delivered by Supplier at Supplier's cost to Buyer's mainland site in the Netherlands or, if Buyer is located outside the Netherlands, FCA in the Netherlands.

13.10 Supplier will correct defects in Services provided by Supplier and reported to Supplier within ninety days after completion of such Services.

13.11 Goods or Services repaired, replaced or corrected in accordance with this Clause 13.1 shall be subject to the foregoing warranty for the unexpired portion of the Warranty Period or for ninety days from the date of their return to Buyer (or completion of correction in the case of Services), whichever expires the later.

13.12 Goods or Services sourced by Supplier from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

13.13 Subject to Clause 14, the foregoing constitutes Seller's sole warranty and responsibility in regard to any nonconformity of the Goods or any attributable improper performance of the Services and Buyer's exclusive remedy in the event of any such non-conformity or attributable improper performance and any breach of the warranty. All rights and remedies of the Buyer with regard to any non-conformity of the Goods, any attributable improper performance of the Services and/or with regard to any rights or remedies under any warranty, will lapse after the respective Warranty Period. No representations, warranties or conditions of any kind, express or implied, shall apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Goods or Services.

14. LIABILITY

14.1 Supplier's liability in connection with any defects in Goods it has delivered is limited to the fulfilment of the guarantee described in Clause 13.

14.2 Supplier shall never be liable for any damages (including, without limitation, loss of profit, loss of opportunity, loss of savings) other than Direct Damages.

14.3 In all cases in which Supplier is obliged to pay damages to Buyer, these damages shall never be higher than, at Supplier's absolute discretion, either the Total Contract Value whereby or in connection with which the damage was actually caused or, if the damage is covered by an insurance policy of Supplier, the amount that is actually paid out by the insurer with respect thereto. Any claim of Buyer towards Supplier, except those expressly recognized by Supplier in writing, lapses after a period of 12 months as of the time the alleged harmful event underlying the claim arose.

14.4 Conditions which limit exclude or determine liability, to which Supplier is subjected by its suppliers or subcontractors in connection with the Goods, can be imposed on and invoked by Supplier against Buyer.

14.5 Supplier's employees, or independent contractors brought in by Supplier for the implementation of the Agreement and these Standard Terms, including any and all agreements in connection herewith, can, towards Buyer, invoke all means of defense afforded by the Agreement and these Standard Terms as if they themselves were

a party to the Agreement and these Standard Terms.

14.6 Buyer will hold harmless and indemnify Supplier, its employees and independent contractors brought in for the implementation of the Agreement for each claim by third parties in connection with the implementation by Supplier of the Agreement, insofar as those claims are greater than or different from those to which Buyer is entitled against Supplier.

15. FORCE MAJEURE

15.1 In the event that Supplier breaches or fails to perform any of the terms or conditions of the Agreement due to Force Majeure,

Supplier's obligations are suspended and Supplier shall not be liable for any damages incurred by Buyer as a result of such breach or failure.

15.2 In case Supplier is unable to perform its obligations as a result of a situation as referred in this Clause 15.1 for more than 30 days, Parties shall meet to discuss what measures should be undertaken. However, if Parties cannot reach an agreement within Working Days as from the expiry of the aforementioned period of 30 days, Buyer is authorized to terminate the relevant remaining part of the Agreement by a written declaration.

16. SUSPENSION AND RESCISSION

16.1 If Buyer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, Supplier has the right to suspend the implementation of the Agreement or to rescind the Agreement in whole or in part by means of written statement, without prior notice of default, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest. In such case any claim from Supplier is immediately due and payable.

16.2 If the agreement terminates pursuant to article 16.1 before the agreed Goods are finished or delivered, Supplier is entitled to the full agreed price for those Goods, decreased by the savings arising directly from the termination.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 Any Intellectual Property Rights (or the right to apply for registration of such rights) arising pursuant to the performance by either Party of its obligations under this Agreement shall be vested in Supplier and such rights are herewith transferred to Supplier in advance which transfer Supplier herewith accepts. Buyer herewith grants Supplier an irrevocable power of attorney to execute any document necessary to effect the transfer of such rights from Buyer to Supplier, should additional requirements be satisfied.

17.2 Notwithstanding Clause 17.1, all intellectual property rights and/or knowhow owned by or vested in Buyer and existing prior to the conclusion of this Agreement, such as trademarks and trade names, logos and design elements, shall remain the property of Buyer. Supplier shall not claim any right, title or interest, in or to such intellectual property.

17.3 The burden of proof with respect to the existence of the intellectual property and/or knowhow prior to this Agreement, lies with Buyer.

17.4 Buyer shall only use the Intellectual Property Rights of Supplier in so far as necessary for proper use of the Goods and Buyer shall at all times treat the Intellectual Property Rights of Supplier as Confidential Information.

17.5 Buyer shall never register, directly or indirectly, any knowhow, design and/or inventions (whether registered or patentable or not) of Supplier, anywhere in the world. If Buyer acts contrary to this obligation, Buyer shall assign any such registration to Supplier and Buyer shall co-operate in any manner necessary to transfer and register any such registration to and in the name of Supplier.

17.6 If Buyer entered into this Agreement with Supplier pursuant to a request for proposal or similar process as initiated by Buyer with different third parties and if such third party has applied for or registered for any intellectual property rights or similar process, then Buyer shall indemnify Supplier for any and all damages (including loss of profits) that may arise as a result of any such application or registration by such third party. For the avoidance of doubt, if the Goods infringe a third party right as aforementioned, that shall be Buyer's responsibility and shall not result in a default of Supplier under the Agreement. In that case, Supplier will no longer be obliged to continue the development and/or supply of such Goods.

17.7 Title to and ownership of the copyrights in software and/or firmware incorporated into or provided for use with the Goods ("Software") and documentation supplied with the Goods ("Documentation") shall remain with Supplier and is not transferred hereby to Buyer.

17.8 Except as otherwise provided herein, Buyer is hereby granted a non-exclusive, royalty-free license to use the Software and Documentation in conjunction with the Goods, provided that and for so long as the Software and Documentation are not copied (unless expressly authorized by applicable law) and Buyer holds the Software and Documentation in strict confidence and does not disclose them to others, or permit others to have access to them (other than Seller's standard operating and maintenance manuals). Buyer may transfer the foregoing license to another party which purchases, rents or leases the Goods, provided the other party accepts and agrees in writing to be bound by the conditions of this Clause 17.

17.9 Supplier shall not be entitled to receive the source code/ source program.



18. COMPLIANCE

18.1 Supplier covenants that all of its activities under or pursuant to this Agreement shall comply with the applicable laws, rules and regulations in the Netherlands.

18.2 Buyer covenants that all of its activities under or pursuant to this Agreement shall comply with the applicable laws, rules and regulations in the country wherein Buyer is established.

19. CONFIDENTIALITY

19.1 Each Party shall maintain strict confidentiality with respect to Confidential Information and shall: (i) not distribute, disclose or disseminate Confidential Information to any person other than those of its employees, who reasonably need to know such information for the purpose of the performance of the obligations under this Agreement; (ii) treat Confidential Information with the

19.3 same degree of care as it itself observes towards its own information of like importance which is to be kept confidential; (iii) keep all documents and materials which constitute or contain Confidential Information in safe custody and restrict access to such documentation to employees who reasonably need to have such access for the purpose of the performance of this Agreement; (iv) use the Confidential Information solely for the purposes for which such Confidential Information is disclosed to it.

19.4 The Parties shall impose the confidentiality obligations upon their respective employees by written agreement and shall see to it that their employees shall at all times fully comply with such obligations.

19.5 The confidentiality obligations shall not apply if and insofar as: (i) the disclosing Party consents in writing to the receiving Party disclosing such information to a third party or third parties (such consent not to be withheld unreasonably), provided that upon such disclosure the receiving Party shall impose the confidentiality obligations set forth in this Clause on such third party or third parties; or (ii) the receiving Party is under a statutory obligation to disclose such information to the competent authorities.

19.6 Each Party may request the other Party to disclose Confidential Information if such a disclosure is necessary for a justifiable specific purpose. The other Party shall – subject to the nature of the specific purpose – not unreasonably withhold its consent.

19.7 This Clause 19 (Confidentiality) shall continue to apply after the Agreement for a period of five (5) years.

20. TAX

20.1 If the Goods have a destination that lies outside of the Netherlands, Buyer is obliged to provide Supplier with all documents required by the Dutch tax authorities to prove that the Goods have such destination and will co-operate with the Dutch tax authorities in case the Dutch tax authorities want to receive further information in respect thereof. Supplier will inform Buyer about the required documents.

20.2 If Supplier is obliged to pay penalties as a result of Buyer not fulfilling its obligations in this Clause 20.1, or if Supplier is obliged to pay extra value added taxes or withholding taxes with respect to the Goods, then Buyer shall reimburse Supplier for that amount.

21. APPLICABLE LAW AND JURISDICTION

21.1 The Agreement and any agreements entered into pursuant to or in connection with the Agreement (including, without limitation, claims based on tort) shall be governed by and construed in accordance with the laws of the Netherlands. The application of the UN Sales Convention is explicitly excluded.

21.2 All disputes arising out of or in connection with the Agreement (including, without limitation, claims based on tort) or further agreements resulting therefrom shall be submitted to the exclusive jurisdiction of the competent court in Zwolle, the Netherlands.