

Terms & Conditions of Sale (“T&Cs”) of HVA International B.V. and its Subsidiaries (hereinafter “HVA”)

- 1 Scope of Application**
- 1.1 Any contract concluded between HVA and any third party (“Customer”) for the sale by HVA to the Customer of any services, and the purchase of such Services by the Customer from HVA including the Commercial Terms, and, if applicable, the Additional Conditions (as defined in clause 16.7 below) (collectively, a “Contract”), shall be subject to these T&Cs, unless HVA expressly agrees otherwise in writing. All other terms and conditions are excluded, including any terms and conditions which the Customer purports to apply under any purchase order, order confirmation or otherwise.
- 1.2 “Commercial Terms” shall mean any document (including e-mail) of HVA that sets out one or more commercial terms such as delivery term, Service price, quantity and description of services, and duration.
- In the event of a conflict between these T&Cs and a Contract, the Commercial Terms shall have priority, followed by the Additional Conditions, and these T&Cs.
- 2 Orders, Offers, and Formation of Contract**
- 2.1 Each order or acceptance of a quotation of HVA by the Customer shall be deemed to be an offer by the Customer to HVA to purchase services subject to these T&Cs (and the Additional Conditions, where applicable). A Contract is formed when the Customer order (or similar offer) is accepted by HVA in writing, including by way of a written order confirmation. HVA shall be entitled to accept or reject each and every order (or similar offer) in its sole discretion.
- 2.2 Unless expressly agreed otherwise in writing by HVA, the Customer shall not be entitled to cancel a Contract. HVA shall be entitled to change or cancel a Contract at any time prior to delivery, on written notice to the Customer.
- 3 Warranties**
- 3.1 HVA warrants to the Customer that all Services provided to the Customer (a) will on delivery comply with such specifications as may have been agreed by HVA and the Customer in writing (the “Specifications”), (b) are offered in accordance with good consulting practices, (c) are subject to control in order to ensure compliance with the foregoing, and (d) will be free of any liens and encumbrances on delivery. No other warranties (whether express or implied) are given by HVA.
- 3.2 The Customer warrants to HVA that (a) it will not, and shall procure that its employees, agents and / or sub-contractors shall not, offer to, solicit or accept from any public official or private person any undue pecuniary or other advantage in connection with any Contract, and (b) where applicable, the Customer’s services, into which any IP related objects (in the widest sense of the term) are incorporated, do not infringe on the intellectual property rights of any third party.
- 4 Prices and Payment**
- 4.1 If and to the extent HVA’s service fees (“Fees”) are based on price lists of HVA the Fees stated in the current Fees list at the time of delivery of the Services shall, in each case, apply. HVA shall be entitled to adjust the Fees, and / or to amend the Fees-list (collectively, an “Amendment”), provided that HVA shall notify the Customer of any such Amendment in writing as soon as possible, but ultimately before the effective date of any such Amendment. If the Customer should not agree to a proposed Amendment, either party shall be entitled to terminate the Contract on providing reasonable written notice to the other party, and without being liable to pay any type of compensation to the other party.
- 4.2 The Fees shall be exclusive of any taxes, duties, levies and / or any other surcharges, all of which shall be for the account of the Customer.
- 4.3 Payment shall be made at the time agreed in the Contract or, if no time has been agreed, within 14 days of the invoice date, in the currency stated in the invoice and in the manner stipulated in the invoice. HVA shall be entitled at all times to demand full or partial advance payment and / or to otherwise require security for payment. The Customer shall pay all invoices of and sums due to HVA in full without any deduction, withholding, counter-claim or set-off of any nature whatsoever.
- 4.4 If the Customer fails to remit any payment due, all amounts owed by the Customer to HVA shall immediately become due and payable, and the Customer shall be in default without notice of default being required to be given.
- 5 Delivery**
- 5.1 The method of delivery of the Services will be agreed in the offer or the Contract. In the event that a Contract should not contain any provisions in this regard, deliveries will be effected by HVA’s premises, or such other place as may be agreed to by HVA in each case in accordance with the latest applicable version of the Incoterms. HVA reserves the right to deliver in parts (e.g. a report can be delivered based on its topics per topic).
- 5.2 Time of delivery shall not be of the essence.
- 6 Risk and Ownership**
- 6.1 The risk in the purchased Services shall transfer to the Customer at the time at which HVA offers the Deliverables (draft- and final reports, etc.).
- 6.2 Title to the deliverables delivered to the Customer shall not pass from HVA to the Customer unless and until the Customer has fulfilled all and any payment obligations that it may have towards HVA howsoever arising.
- 7 Intellectual Property Rights**
- 7.1 All intellectual / industrial property rights and / or know-how in and / or related to the Services are owned by and shall remain the property of HVA. No IP right shall be transferred to the Customer by virtue of any Contract or similar document, and no licenses to any IP right shall be granted to the Customer, even if the services including report, drawings of processing facilities etc. have been designed, developed and / or written specifically for the Customer.
- 7.2 The Customer shall immediately alert HVA in writing if it becomes aware that a third party infringes or threatens to infringe any IP right of HVA or if third parties should be of the view that any deliverables infringe their own industrial or intellectual property rights or know how.
- 8 Confidentiality**
- 8.1 The Customer shall, and shall procure that its officials, employees, agents, sub-contractors and / or any other parties engaged by it shall, protect the confidentiality of all confidential or proprietary information that it may obtain from and / or relating to HVA (“Confidential Information”), whether such information is designated as confidential or not, and shall not use such Confidential Information other than to comply with its obligations in terms of any Contract and / or these T&Cs.
- 8.2 If the Customer should be obliged to disclose Confidential Information on the basis of a court or regulatory order, the Customer shall be entitled to do so, provided that it obtains the prior written approval from HVA and limits such disclosure to the necessary minimum. HVA shall not unreasonably withhold its approval.
- 9 Force Majeure**
- 9.1 Either party shall be entitled to invoke force majeure if the implementation of a Contract, in whole or in part, temporarily or not, should be delayed or impeded by circumstances reasonably outside such party’s control (a “Force Majeure Event”), including, but not limited to, trade embargoes, strikes, civil commotion, terrorism, acts of God such as lightning strikes, work-to-rule and lockouts, illness of consultants, delayed deliveries to such party by third parties of ordered services in circumstances other than can be imputed to such party, accidents, breakdowns, animal diseases, unforeseeable problems with systems or traveling, devaluation, increasing of levies or taxes of whatever nature, significant change of fees or energy, and lapse, withdrawal or non-extension of the required permits, certificates, licences and such like.
- 9.2 In the case of a Force Majeure Event on the part of either party, this party shall promptly notify the other party of such Force Majeure Event in writing and the obligations of that party shall be, to the extent that it is so prevented or impeded, suspended without liability for breach or non-performance. The reciprocal obligations of the other party shall also be suspended without liability for breach or non-performance.
- If a Force Majeure Event affecting a party can reasonably be expected to continue in excess of two months, or has already lasted for a period of two months, the other party may terminate the Contract on written notice to the affected party with immediate effect, without thereby creating any rights to compensation.
- 10 Inspection, Notification, and Claims**
- 10.1 The Customer shall, following delivery to it of any deliverables, promptly conduct an inspection of such deliverables. Any discrepancies or inconsistencies shall be notified by the Customer to HVA in writing within two business days of the delivery of the Deliverables.
- 10.2 Hidden discrepancies or inconsistencies shall be notified by the Customer to HVA in writing within two business days after their discovery, but in any event by no later than six months following delivery of the deliverables (e.g. draft, final and intermediate reports) in question.
- 10.3 Any notices shall contain an accurate description of the (alleged) defect. Neither the provision of a notice to HVA nor the institution of a claim in any other manner shall relieve the Customer from its payment obligations.

- 10.4 Failure by the Customer to comply with the notification periods stated above shall preclude the Customer from making any claims against HVA. No claims shall in any event be made against HVA if the provided instructions have been followed by or for the Customer, incorrectly or contrary to any instructions given by or on behalf of HVA
- 10.5 In cases of a justified and timely claim relating to a deliverable, the sole remedy available to the Customer shall be to make the necessary amendments to the deliverable by HVA at no charge to the Customer, or the crediting by HVA to the Customer of the fees paid by the Customer for the portion (%) of the discrepancies in the deliverable, as shall be decided and agreed by the parties in writing.
- 11 Liability**
- 11.1 In all cases in which HVA is obliged to pay damages, these shall be limited per calendar year to an amount equal to the total value of the invoices (excluding VAT) paid by the Customer under a Contract for the particular type of Services in such calendar year, but in any event to an aggregate maximum of EUR 20,000 (twenty thousand Euro) for all and any claims against HVA shall in no event be liable for any loss of income or profits, loss of business or clients, loss of goodwill, loss of use, increased cost of working, penalties, fines, and, punitive damages, damage resulting from late delivery, damage to reputation, or any special, indirect or consequential damages or losses arising out of or in connection with any Contract.
- 11.2 The limitations described herein shall not apply in case of gross negligence or wilful misconduct of HVA.
- 12 Miscellaneous Customer Obligations**
- 12.1 The Customer shall at all times refrain from doing anything that might adversely influence the reputation of HVA and/or any of the other intellectual property of HVA.
- 12.2 The Customer shall not, without the prior written permission of HVA make any (direct or indirect) use of its relationship with HVA for promotional activities or other purposes.
- 12.3 The Customer shall indemnify and hold harmless HVA with respect to any claim, loss, suit, cost, expense, liability, and / or judgment suffered by HVA in any way connected with any deliverable, including as a consequence of (a) errors and / or omissions in the deliverable, (b) the infringement of third party intellectual property rights by the deliverable, and (c) misleading and / or illegally obtained information.
- 12.4
- 13 Termination**
- 13.1 HVA shall be entitled to suspend the execution of a Contract, or to terminate a Contract (whether in full or in part, and whilst retaining all of its rights to compensation for costs and damages) with immediate effect on written notice, if:
- (a) the Customer fails to meet one or more of its obligations, or if it is established that full compliance will be impossible;
 - (b) the Customer commits any serious misconduct, or any intentional, negligent or tortuous act;
 - (c) the Customer contravenes any policy of conduct of HVA
 - (d) any advantage is offered or granted by the Customer in connection with the formation or execution of the Contract to a person forming part of HVA
 - (e) the Customer is declared bankrupt, or (provisional) suspension of payment is requested, if its business is liquidated or discontinued or it is otherwise insolvent; or
 - (f) in the opinion of HVA major changes are made to the direct or indirect ownership or control ratios at the business of the Customer.
- 13.2 HVA shall be entitled, at any time and for any reason, to terminate a Contract on three months' written notice to the Customer.
- 13.3 Both parties shall be entitled to terminate a Contract in accordance with the provisions of clause 10 (Force Majeure) hereof.
- 13.4 If and when terminated in accordance with the foregoing provisions, the Customer shall not have any claims against HVA as a consequence of such termination.
- 14 Miscellaneous**
- 14.1 HVA shall be entitled to subcontract the obligations it is to perform in terms of any Contract. HVA shall be entitled to delegate authority to execute any Contract on its behalf to any of its affiliates.
- 14.2 All notices, requests, demands, waivers, consents, approvals and / or other communications (collectively, "Notices") required in terms hereof (or the Additional Conditions, where applicable) to be given in writing, may also be given electronically (i.e. by e-mail), with the exception of (a) any Notices to be given in terms of clause 13 (Termination) above, and (b) any modifications and / or alterations of the provisions hereof (and the Additional Conditions, where applicable), both of which shall be given and made in writing other than by e-mail.
- 14.3 These T&Cs and the Additional Conditions (where applicable) have been drawn up in the English language. All Notices and other documents in terms of any Contracts and these T&Cs shall be in the English language, unless otherwise agreed by HVA in writing. Any translations into other languages of these T&Cs and the Additional Conditions (where applicable), shall be for purposes of convenience only.
- 14.4 If one or more of the provisions of these T&Cs should be held to be invalid or ineffective by a competent court of law, the remaining provisions shall continue in full force and effect.
- 14.5 Any disputes in connection with a Contract, and / or these T&Cs, shall be exclusively subject to the laws of The Netherlands. The Court of North or Midden-Nederland, The Netherlands, shall have jurisdiction.

General Purchase Conditions of HVA International/ HVA International B.V. (hereinafter "HVA" or "HVA International B.V." or "HVA B.V.") and its subsidiaries

January 2020

General Purchase Conditions of HVA International/ HVA B.V. and its subsidiaries, each referred to individually in these conditions as "HVA"

General

1 Formation of the contract

1.1 No contract shall be deemed to have been formed until and in so far as

HVA accepts an offer by placing a written order.

1.2 All costs incurred by the other party in relation to an offer are for the other party's account.

2 Price, payment and security for advance payment

2.1 In the absence of express written agreement to the contrary made prior to the contract, the agreed price is all inclusive and therefore includes (i) all costs and rights, adequate packaging, inspections, tests, certificates, import duties, levies, transport and so on, but does not include VAT and for the rendering of services, and (ii)

travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs and other overheads, the costs of any third-parties engaged by the other party with the written consent of HVA.

2.2 Unless otherwise agreed in writing and to the extent the other party meets its contractual obligations, HVA shall initiate payment of invoices within the maximum legal period in force at any time, according to the nature of the goods or service in question. Invoices shall exclusively be deemed eligible for payment provided

they are correctly specified, that they bear the relevant and correct reference or Purchase Order number and the date of the order of HVA and that they are sent to the correct Accounts Payable Department. Incorrectly specified invoices will be returned to the other party and may lead to payment delay.

2.3 Payment by HVA does not in any respect whatsoever imply a waiver of any right under the contract and these conditions or law. Payment cannot be regarded as constituting any acknowledgement by HVA of the soundness of the delivered goods and/or the services rendered and does not release the other party from any liability in that regard.

2.4 Payment releases HVA from all obligations arising from the relevant contract and cannot be regarded by the other party as payment of any other alleged claim of the other party on HVA.

2.5 The other party shall not raise the agreed prices during the term of the contract. In the event the other party is obliged to increase the prices by virtue of a mandatory law provision, then HVA shall have the right to terminate the contract with immediate effect.

Goods procurement

3 General

Articles 4 up to and including 9 apply, alongside the general provisions above and below, insofar as the contract between HVA and the other party relates to goods purchased or to be purchased by HVA from or via the other party. In cases of conflict between articles 4 to 9 and other articles of these conditions, the articles 4 to 9 take precedence.

4 Delivery, packaging

4.1 In the absence of written agreement to the contrary, deliveries shall take place

'Delivered at Place' (in accordance with the relevant provisions of the most recent

version of Incoterms) at the place indicated by HVA, with an accompanying waybill. The delivery time commences as soon as the contract is formed

and is a firm deadline on penalty of forfeiture of rights. Exceeding the delivery term

places the other party in default without notice of default being required. The other

party is obliged to give HVA timely and adequate advance notice of delivery and the possibility of late delivery.

4.2 The goods and/or materials must be packaged and preserved in such a way that

protection against external forces is guaranteed. The other party is obliged to follow

any instructions given by HVA in that regard.

5 Transfer of risk and ownership

5.1 The other party guarantees that the full and unencumbered ownership of the goods is supplied.

5.2 The goods and/or materials will remain at the expense and risk of the other party until they are delivered, in accordance with the applicable Incoterms.

5.3 Ownership of the goods shall pass from the other party to HVA at the time of delivery, unless (i) otherwise agreed upon between the Parties, or (ii) if the goods are rejected by HVA in accordance with the provisions of article 7

6 Documentation, parts and tools

All drawings, manuals, computer programs, parts, tools and user rights needed for the maintenance, repair, usage and/or onward delivery of the goods shall be jointly delivered to HVA and, if made specifically in connection with the order placed by HVA, transferred in ownership to HVA in accordance with the provisions of article 13 of these conditions.

7 Inspection and quality control

7.1 Without prejudice to any further rights, including rejection of goods, HVA

reserves the right to inspect, to check and/or to test the goods delivered or to be

delivered, as well as the facilities of the other party, either acting for itself or through another, irrespective of where the goods, or the facilities in question are located

subject to providing reasonable notice. The other party shall cooperate with the

above. HVA can further require a production or confirmation sample, free of charge. The inspection costs shall be borne by the other party if the inspected

goods and/or materials fail to meet the specifications or general requirements as provided for in article 8.

7.2 The other party acknowledges that HVA does not carry out full entrance controls.

7.3 If any (part of a shipment or a production batch of the) goods do not conform to the representations and warranties as set forth in article 9 and the specifications,

HVA may reject, at its discretion, the entire shipment or production batch without any payment becoming due by HVA for any part of such shipment or production batch of the goods and without any liability towards the other

party. HVA shall store the rejected goods or cause them to be stored at the other party's expense and risk.

8 Guarantee

8.1 The other party guarantees that the goods being delivered and the accompanying

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General Purchase Conditions of HVA International/ HVA International B.V. (hereinafter “HVA” or “HVA International B.V.” or “HVA B.V.”) and its subsidiaries

January 2020

documentation meet the agreed specifications, properties and requirements or, if no agreements have been made in that regard, the specifications, properties and requirements that are customary for the trading of these goods. The other party further guarantees that the goods and the accompanying documentation meet all of the governmental regulations in the country of production.

8.2 The other party further guarantees that the goods are fit for purpose and can be used and processed for that purpose and that the goods possess at all times a high and consistent level of quality and that they meet the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

8.3 HVA reserves the right to return rejected goods and/or documentation to the other party at the other party's expense or to retain them at the expense and risk of the other party. If the goods and/or documentation are stored by HVA, the other party is obliged to collect them from HVA within two days of receiving a request from HVA to do so. If that is not done, HVA is free to act as it sees fit.

Rendering of services

9 General

Articles 9 up to and including 11 apply alongside the general provisions above and below, insofar as the contract between HVA and the other party relates to services to be received by HVA from or via the other party. In cases of conflict between articles 9 to 11 and other articles of these conditions, the articles 9 to 11 take precedence.

10 Execution

10.1 The other party shall complete the order within the agreed period of time in accordance with a program approved in writing by HVA. Exceeding this term places the other party in default without notice of default being required. The other party shall give HVA timely advance notice of the progress of and the possibility of the term being exceeded. That advance notice does not release the other party from its liability in the event of the term actually being exceeded. The other party will inform HVA in writing when it judges that it has completed the agreed work. HVA will inform the other party whether it accepts the completed work within fourteen days of receiving that notification. The fact that HVA has put the work into operation cannot be deemed to constitute its acceptance. The acceptance of the completed work does not cancel the rights of HVA with regard to defects, irrespective of whether HVA has discovered or could reasonably be expected to have discovered them during the acceptance period and not reported them to the other party.

10.2 If and insofar as the work is performed at HVA's location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. The other party is obliged to carry out the work outside of those working hours on HVA's first request. Travelling and waiting times do not constitute worked time and can only be charged to HVA if that has been expressly agreed in writing between HVA and the other party.

10.3 The other party shall arrange at its own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of the work and/or

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the employment of personnel.

11 Guarantee

11.1 The other party shall perform, all of its obligations under this contract: (i) in strict accordance with the terms of this contract, including all amendments, work orders and other related documents; (ii) in a professional, commercially diligent basis, in accordance with the generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of HVA and (iii) in accordance with the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

11.2 Finally, the other party guarantees that the work will at all times be carried out with due observance of all statutory and other governmental provisions concerning the payment of social insurance contributions and taxes, safety, the environment, hygiene, product designations or other matters as applicable under the relevant law and at the location of the work. All costs of measures, including repair measures, needed to meet these provisions or that may be needed to meet them, and all penalties and damages resulting from non-compliance with these provisions, shall in all cases be defrayed by the other party, even if they are initially borne by HVA.

12 Intellectual and industrial property rights

12.1 Drawings, images, designs, models, calculations, processes, methods, tools, molds and everything else that can be the subject of any right of intellectual or industrial property or can be placed on par with such a right (hereinafter referred to as “documentation and materials”), which are issued by HVA or which are made on the instructions of HVA or in that connection by or on behalf of the other party for HVA and all intellectual and industrial property rights in their regard accrue exclusively to HVA, which is also deemed to be the maker and/or designer, irrespective of whether HVA pays a separate or compound fee for that purpose. The other party undertakes to do everything necessary to provide HVA with the exclusive rights referred to above (including any necessary deeds of transfer). HVA holds the rights to all documentation and materials, regardless of their form, provided by HVA to the other party in relation to the making of an offer and the execution of the contract, irrespective of how they are used or stored.

12.2 The other party is obliged to return documentation and materials issued by HVA on the first request of HVA and in all cases upon termination of the contract. The risk concerning the aforementioned documentation and materials is borne by the other party until such documentation and materials are returned. The other party will check the aforementioned documentation and materials for accuracy and mutual cohesion prior to commencing execution of the contract and will report deviations and inaccuracies to HVA, in the absence of which the other party will be liable for all damages and costs suffered by HVA in that regard.

12.3 The other party shall clearly mark the documentation and materials issued by HVA as being the property of HVA and inform third-parties of HVA's right of ownership. The other party shall immediately inform HVA if the documentation and/or materials are subjected to attachment

General Purchase Conditions of HVA International/ HVA International B.V. (hereinafter “HVA” or “HVA International B.V.” or “HVA B.V.”) and its subsidiaries

January 2020

or no longer freely available to the other party for other reasons.

12.4 The other party shall refrain from using the documentation and materials issued by

HVA for purposes other than those for which they were provided and will

not reproduce them in full or in part, by any means whatsoever, issue them to third parties or show them to third-parties.

12.5 The other party guarantees to HVA that the use (including sale or delivery) of the goods delivered to HVA does not infringe any right of intellectual or industrial property belonging to a third-party and will indemnify

HVA on its first request against claims of third-parties and defray in full all damages and costs suffered and incurred by HVA in connection with those claims. HVA's approval of documentation and materials and other notifications or information issued by or on behalf of the other party does not affect or diminish the obligations of the other party under this article and these general conditions.

13 Confidentiality

13.1 The other party is obliged to protect the confidentiality of all information originating

from HVA, including all information coming to its notice in the context of a request for an offer, an order and/or the execution of a contract and to stipulate the

same in respect of personnel and third-parties engaged in the context of making an

offer, assessing an order or executing a contract. The provisions of this article are

applicable in particular - but not solely - to recipes, know-how or procedures of

production, prices, confidential business and technical information, documentation

and other materials provided by HVA to the other party. The other party

is prohibited from using the aforesaid information for its own purposes or for third parties. To the extent that the other party must disclose any

information originating

from HVA in the performance of this contract to third parties, it shall do so after either having obtained written consent of HVA, or having entered into confidentiality undertakings with such third parties.

13.2 Without HVA's prior written consent the other party shall abstain from

any publicity in whatsoever form about any contract and/or cooperation between the

parties or of any of the terms and conditions or other facts with respect to any

contract between the parties, including the status thereof and will direct its directors,

officers, employees and representatives to do the same.

14 On-site instructions and regulations

14.1 The other party shall at all times adhere to the applicable rules on the sites and at the

facilities of HVA, such as hygiene and safety regulations.

14.2 The only persons granted access to the grounds of HVA are those registered by the other party with HVA and whose admission has been approved by HVA.

14.3 Other than in cases of intentional act or omission or gross negligence on its own part

or its executive management staff, HVA cannot be held liable for any damages or any injuries of any nature whatsoever and originating or caused in any

manner whatsoever in the execution of the contract to the other party, to third parties engaged or otherwise involved by the other party in the execution of the

contract, to goods of the other party or those third-parties or persons employed by

the other party or those third-parties.

15 Prohibition on outsourcing and assignment.

15.1 The other party is forbidden without the prior written permission of HVA

to transfer or outsource the contract or its execution in full or in part to third-parties.

HVA is authorised at all times to transfer the contract in full or in part to any other group company of HVA without the prior permission of the other party.

15.2 Claims of the other party on HVA are not transferable without the written consent of HVA.

16 Termination

16.1 Either party is entitled to suspend the implementation of the contract or to terminate

or rescind the contract in full or in part by means of a written statement and without a

prior notice of default or judicial intervention with immediate effect, whilst retaining

all its rights to compensation for costs, damage, losses, and interest; a) if the other

party fails to meet one or more of its obligations under or otherwise related to the

contract or to meet them on time or in full, or if it established that full compliance will

be impossible; b) if the other party is declared bankrupt or its bankruptcy or

(provisional) suspension of payment is applied for or granted, if it liquidates or

discontinues its business, offers a composition, if an attachment is imposed on (part

of) its assets or if it otherwise proves to be insolvent; c) if material changes are made

to direct or indirect ownership or control ratios at the business of the other party.

16.2 HVA reserves the right to terminate this contract at all times for any reason, subject to a reasonable notice period.

16.3 In the event of termination in accordance with the terms of this contract, neither party

can be held liable for any form of compensation for damages.

17 Incoterms and AEO (Authorised Economic Operator) Certificate in case of the purchase of goods

17.1 The commercial terms used in these conditions or other agreements between the

parties shall be interpreted and construed in conformity with the provisions of the

most recent version of the Incoterms.

17.2 The other party guarantees that it is either (i) a holder of a combined AEO certificate

for Customs Simplifications and Safety or (ii) has submitted an application for such an

AEO certificate or (iii) is able to issue a statement signed by the other party's board of

management with regard to “safety and security” as referred to in the “Common

format of security declarations for AEOS and AEOF” of the European Commission

(reference number TAXUD/2007/1729).

18 Further provision, applicable law and court of competent jurisdiction

18.1 In the event of one or more of the provisions of these General Conditions proving to

be invalid or being set aside by a court of law, the other provisions will remain fully in

force. The parties shall in good faith attempt to replace any unenforceable provision of

these General Conditions with a provision that is enforceable and that comes as close

as possible to expressing the intention of the original provision.

18.2 All contracts between HVA and the other party are subject to the laws of

the Netherlands. The applicability of the United Nations Convention on Contracts for

the International Sale of Goods of 1980 (CISG) is however excluded.

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General Purchase Conditions of HVA International/ HVA International B.V. (hereinafter “HVA” or “HVA International B.V.” or “HVA B.V.”) and its subsidiaries

January 2020

18.3 Any disputes between the parties that result from or are otherwise connected with any contract and/or these General Conditions and that fall under the jurisdiction of the civil bench of a court, shall only be put before the Court of First Instance in Amsterdam.

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