

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF TRANSNATIONAL BLENDERS B.V.

(Transnational Blenders B.V. has its registered office in Dordrecht, The Netherlands, and is listed in the Chamber of Commerce for Rotterdam under number 23066083)

1. DEFINITIONS AND APPLICABILITY

1.1 In these general terms and conditions:

- **“Conditions”** means these general terms and conditions of sale and delivery;
- **“TNB”** means Transnational Blenders B.V.;
- **“Customer”** means every natural person or legal entity or partnership who is a party to or involved in any (legal) act as referred to in Article 1.2, or to whom a (legal) act is directed as referred to in that Article, or who has made a request as referred to in that Article.

1.2 These Conditions apply to all offers, quotations, order confirmations, deliveries of products and to invoices from TNB to the Customer; all orders and written confirmations of the Customer to TNB; all agreements concluded between TNB and the Customer and any changes thereto; and to all requests from the Customer for the delivery of products, regardless of whether an agreement will be or has been concluded between TNB and the Customer.

1.3 The application of general terms and conditions of the Customer or any other terms and conditions is excluded. The Customer may only invoke different and/or additional stipulations if and in so far as these are accepted by TNB in writing. Such different and/or additional provisions are without prejudice to the applicability of these Conditions and apply solely in respect of the specific agreement for which they are expressly agreed in writing.

1.4 By accepting these Conditions the Customer also accepts the applicability of these Conditions to all agreements to be concluded between TNB and the Customer in the future and to all offers, quotations, orders, order confirmations and (requests for) the delivery of products.

2. OFFERS AND CONCLUSION OF AGREEMENTS

2.1 All offers and quotations by TNB, and all orders of the Customer (both oral and written) are subject to contract and are not binding on TNB, unless TNB's offer or quotation expressly provides otherwise, or unless TNB has confirmed the Customer's order in writing. TNB reserves the right to refuse orders placed by the Customer at all times.

2.2 If an offer or quotation by TNB comprises various price elements, it will not necessarily follow that TNB will be obliged to deliver part of the products to which the offer or quotation

pertains at a corresponding percentage of the quoted price, nor will the offer or quotation concerned automatically apply to repeat orders. If the Customer wishes to place a repeat order, this will be billed separately.

- 2.3 All documents and information, including but not limited to technical descriptions, (product) specifications, analyses, data, size and weight specifications, as included in leaflets, brochures, product information and material safety data sheets, offers, quotations and the like, are as accurate as possible but are not binding on TNB. These may in no event be considered to be an exact representation of anything that is offered by TNB or that it is required to deliver. Where an offer or quotation of TNB is accompanied by documents and information as set forth herein, irrespective of whether these documents and this information was compiled by TNB itself and/or by third parties, the Customer agrees not to reproduce these documents and this information or to disclose these to third parties without the prior written permission of TNB. These documents and this information will remain the property of TNB or of the relevant third parties and are to be returned to TNB at its first request.
- 2.4 The Customer is obliged to provide TNB with all the information and documents it requires, to prepare an offer or quotation for the Customer and to perform the agreement, in a timely manner.
- 2.5 The Customer may place orders with TNB either in writing or electronically (via the TNB website). Agreements between TNB and the Customer will only have been concluded if and as soon as i) TNB has sent the Customer a written order confirmation and the Customer has confirmed receipt of the order confirmation in writing or by email within two days after having received it; the date of Customer's confirmation will be decisive, or ii) TNB has sent the Customer an invoice/invoice for advance payment, whereby the date of that invoice will be decisive, or iii) if, at the request of the Customer, TNB has already commenced executing the Customer's order, including (but not limited to) the delivery of products, this earlier date. The order confirmation TNB sends to the Customer will be deemed to fully represent the agreement, including the applicability of these Conditions.
- 2.6 Each agreement formed between TNB and the Customer in accordance with Article 2.5 results in a separate agreement between TNB and the Customer.
- 2.7 For work for which, due to its nature and scope, TNB does not issue a quotation or order confirmation, the invoice will also be regarded as order confirmation, and that invoice will be deemed to accurately and completely represent the agreement.
- 2.8 If an agreement is concluded between TNB and the Customer, the Customer may cancel the agreement in consultation with TNB. If TNB has not yet commenced performing the

agreement but has already placed specific orders with suppliers for raw materials and/or packaging for executing the Customer's order, and the Customer subsequently cancels the order, the Customer will be obliged to take over these raw materials and/or packaging from TNB at the latter's first request, against payment of the full amount that TNB is charged by the supplier. If, however, TNB has already commenced performing the agreement, it will be entitled to charge the Customer all reasonable costs it has already incurred by way of cancellation costs, as well as compensation of the loss it has suffered.

- 2.9 If TNB deems this necessary or desirable, it may engage the services of third parties for the performance of the agreement; the related costs will be charged to the Customer in accordance with the submitted quotation or order confirmation. If possible and/or necessary TNB will consult the Customer on the matter.

3. PRICES

- 3.1 Unless otherwise expressly agreed in writing, all prices for TNB's products are:

- based on the most recently adopted price lists/prices of TNB;
- based on delivery ex works, at the place of delivery agreed between the parties, Incoterms® 2010;
- exclusive of VAT, carriage costs, loading and unloading charges, insurance costs, import duties, excise duties, and any other state taxes, levies and duties;
- stated in EURO or in US Dollar, while (exchange) rate differences, costs or changes can or will be charged to Customer.

- 3.2 Each ordered product will be delivered against payment of the price that TNB charges for that product on the day on which TNB has received the order concerned, with the exception of products that are delivered on board of a vessel. In that event, each ordered product will be delivered against payment of the price that TNB charges for that product at the time when the relevant product is delivered on board of the vessel.

4. PAYMENT

- 4.1 If the Customer is a new customer or where the position of the Customer gives cause thereto, the creditworthiness of the Customer will be checked by TNB's credit insurer. If the credit insurer subsequently states that it is prepared to insure the transaction(s) with the Customer, payment from the Customer is due by payment or transfer to a bank account designated by TNB within 30 (thirty) days after the date of the invoice, without any discount, postponement or set-off, unless it is expressly otherwise agreed in writing. If the credit insurer states that it is not prepared to insure the transaction(s) with the Customer, payment of the full purchase price of the ordered product or products by the Customer is due in

advance, before TNB commences delivery, unless the parties expressly otherwise agree in writing.

- 4.2 The Customer will, on first demand by TNB, provide security, in a manner to be decided by TNB, for the timely and correct fulfilment of its obligations.
- 4.3 If the Customer fails to fulfil its payment obligations, or fails to do so fully or on time, it is considered to be in default by operation of law and any amount the Customer owes will be immediately due and payable, without warning or notice of default being required, plus interest at a rate of 1.5% compounded monthly, on (the remainder of) the amount the Customer owes from the first day after the agreed term of payment as referred to in Article 4.1 has expired.
- 4.4 TNB reserves the right to adjust the interest rate referred to in Article 4.3 from time to time, of which it will notify the Customer in writing as soon as possible. The Customer is at all times required to pay the interest rate adjusted in accordance with this Article.
- 4.5 All judicial and extrajudicial costs TNB incurs in connection with collecting the amounts the Customer owes, are for the Customer's account. The extrajudicial costs are set at a minimum of 15% of the sum due (including the interest referred to in Article 4.3), with a minimum of €500 (in words: five hundred EURO), without prejudice to TNB's right to claim payment of the actual costs, if these are higher.
- 4.6 Each payment by the Customer will firstly be regarded as payment for any costs that are owed, next for any interest due, and after these have been fully paid, as payment for the oldest invoice still outstanding, regardless of whether the Customer has stated something else when making the payment.
- 4.7 The Customer will in no event be entitled to set off any amount it owes TNB, whether disputed or not, with any amount TNB owes the Customer, whether disputed or not, or to suspend payment of such amount owed to TNB, unless expressly otherwise agreed with TNB in writing.
- 4.8 If the Customer fails to fulfil its payment obligations, or fails to do so fully or on time, TNB may, at its own discretion, suspend the performance of the agreement and of any other agreements between the parties, or dissolve any agreement entered into with the Customer, either wholly or in part, without any obligation on the part of TNB to pay the Customer any compensation. In addition, TNB may require the Customer to pay compensation in the event that it fails, in full or in part, to fulfil its obligations under the agreement, or under any other agreement, or fails to do so correctly or on time.

4.9 Any complaints in connection with invoices or (advance) bills must be submitted to TNB in writing, accurately stating the reason for the complaint, within 14 (fourteen) days after the date of invoice. After this term has expired, the Customer is deemed to have accepted the invoice or (advance) bill. Thereafter, TNB will no longer consider any complaints with respect to these.

5. DELIVERY TIME, DELIVERY, TRANSPORT AND RISK

5.1 Any agreed delivery periods and dates apply by approximation only and are in no event to be regarded as strict deadlines. If the Customer still has to fulfil any obligation towards TNB, regardless of the reason, including effecting an advance payment, TNB may suspend delivery. If a delivery period is exceeded because the Customer failed to clearly specify delivery or other instructions, or due to a circumstance beyond TNB's control that prevents/prevented making the delivery within the agreed period, the delivery period will be extended by a duration equal to the period that the performance is delayed or hindered.

5.2 If a delivery period is exceeded, the Customer will in no event be entitled to any compensation of any direct or indirect loss, or to dissolve the agreement, or to suspend any of its obligations under the relevant agreement or under any other agreement.

5.3 Unless parties otherwise expressly agree in writing, all deliveries are ex works, at the place of delivery agreed between the parties, Incoterms® 2010. The products are for the account and risk of the Customer from the moment of delivery. If the parties have agreed in writing a different delivery method in respect of an agreement, this different delivery method will only apply in respect of that individual agreement and not for any other agreements concluded between the same parties.

5.4 For each delivery, TNB and the Customer will consult as to the time when the Customer will take delivery of the products at the delivery address agreed between the parties. If the Customer takes delivery of the products at another time than the one agreed with TNB, and TNB is forced to incur extra costs as a result, TNB may charge these extra costs to the Customer.

5.5 If the products are delivered at the agreed place of delivery by TNB, the Customer will be responsible, where applicable, for indicating the relevant lorry/warehouse/tank/ship of the Customer to or in which the products are to be delivered, and for a proper connection of its installation to that of TNB. During the delivery of the products by TNB the Customer must furthermore ensure that the delivery takes place correctly and must immediately warn TNB

or the third party engaged by TNB to make the delivery if something goes wrong or threatens to go wrong during the delivery.

- 5.6 If the Customer does not take delivery of the products at the time when they are offered to the Customer at the delivery address agreed between the parties – irrespective of the reason – TNB will be entitled to store the products or have them stored for the risk and account of the Customer. After a period of 60 (sixty) days has expired, TNB may subsequently sell these products (privately). If TNB does not succeed in selling the products or if the proceeds of such sale are less than the price agreed with the Customer, TNB may charge the difference, as well as the costs incurred in this respect, to Customer, without prejudice to TNB's other rights. In view of their nature, products that TNB has specifically produced for the Customer further to the specifications and other instructions of the Customer, cannot be resold. The sales proceeds TNB has not realised as a result as well as the costs incurred in this respect will be for the account of the Customer, without prejudice to TNB's other rights.
- 5.7 If and as soon as TNB offers the products to the Customer at the agreed delivery address, the Customer is obliged to immediately inspect the products and the packaging, or have them inspected, for visible defects and for shortcomings and/or deviations (as regards type and/or quantity) from the products for which TNB has invoiced the Customer. The Customer is obliged to notify TNB immediately, but at least within 24 hours after delivery, of any visible defects or established shortcomings/differences, and to give TNB the opportunity to verify this. The Customer is obliged to state any complaints, or have them stated, on the delivery note, the invoice and/or the transport documents. If the Customer fails to comply with its inspection and information obligations, as referred to in the preceding sentences, the Customer is deemed to have approved the delivery in the form, manner and quantity delivered. Any complaints regarding the delivery will henceforth no longer be accepted, except where otherwise provided in Article 6 in this regard.

6. REPORTING COMPLAINTS

- 6.1 Complaints with respect to non-visible defects must be reported by email, stating exactly the nature of and reason for the complaint, to the TNB quality manager (quality@tnb.nl), with a CC to sales@tnb.nl, within 7 (seven) days after these are discovered or after they could in reasonableness have been discovered, but in any event no later than 8 (eight) weeks after delivery has taken place on pain of forfeiture of all claims.
- 6.2 Upon receiving a written report in accordance with Article 6.1, TNB will investigate the validity of the complaint. To this end, the Customer will allow TNB or third parties engaged by TNB to inspect the product concerned at the Customer's premises (including but not limited to taking samples thereof). If, in the opinion of TNB, a complaint about a product

delivered by TNB is well-founded and the Customer – again in the opinion of TNB – has furnished sufficient evidence that the defect, as referred to in Articles 5.7 and 6.1, already existed at the time when the delivery was made, TNB will, in each instance at its own discretion, (i) replace the defective product free of charge, or ii) refund the purchase price of the defective product to the Customer, whereby the Customer will not be entitled to any damages whatsoever. However, all costs incurred as a result of the special wishes or demands of the Customer and which consequently exceed the normal costs involved in replacing the products, will be for the Customer's account. The same holds true for any extra transport, travelling, wage, and waiting costs caused by the Customer and for any other costs that may in reasonableness not be attributed to TNB.

- 6.3 All products that are subject to complaints in accordance with Articles 5.7 and 6.1 may only be returned to TNB with and after TNB's express prior consent.
- 6.4 If, in TNB's opinion, a complaint about a product delivered by TNB is unfounded or if the Customer – again in TNB's opinion – has furnished insufficient evidence that the defect, as referred to in Articles 5.7 and 6.1, did indeed already exist at the time when the delivery was made, TNB will be entitled to recover all costs already incurred in this connection from the Customer.
- 6.5 The Customer will in no event be entitled to suspend performance of any obligations under any agreement in connection with a complaint as referred to in Articles 5.7 and 6.1.]

7. RETENTION OF TITLE

- 7.1 Without prejudice to the provisions of Article 5.3, TNB retains title to all products delivered to the Customer until the date on which the purchase price for each of these products is paid in full, including interest and costs, if any are due. Retention of title also applies in respect of claims TNB may acquire against the Customer due to the failure of the Customer to fulfil any of its obligations towards TNB.
- 7.2 If and for as long as TNB retains title to the products, the Customer may not dispose of these products or create any restricted right on them, other than in the normal course of its business. The Customer is obliged to include a similar retention of title clause in respect of the products in agreements it concludes with third parties. The Customer's right to dispose of the products in the normal course of its business automatically lapses if (i) an attachment order is made against the Customer, (ii) the Customer files for an administration order or bankruptcy, (iii) a bankruptcy petition against the Customer is or will be filed, or (iv) the Customer enters into a payment arrangement with one or more of its creditors.

- 7.3 If the Customer creates a new product (partially) out of the products supplied by TNB, the Customer only creates that product for the benefit of TNB and the Customer will retain that product on behalf of TNB for as long as the Customer has not fully paid the sums due to TNB under the agreement. Until the moment the Customer pays these sums, TNB will retain all rights as owner of the new product.
- 7.4 The Customer is obliged to store all products sold and delivered to it by TNB, at its premises, separately from other products and clearly identified. The Customer has a duty of care with respect to products that are subject to retention of title and will insure these and keep them insured against the usual risks in the sector, including but not limited to: fire, theft, explosion, destruction, pollution and water damage. The Customer will allow TNB to inspect its insurance policies on demand.
- 7.5 If the Customer fails to fulfil its obligations under any agreement it has concluded with TNB or if TNB has compelling grounds to suspect that the Customer will fail to fulfil its obligations under any agreement it has concluded with TNB, TNB may (procure to) remove the products delivered to the Customer, to repossess these, and to store them elsewhere. This right exists specifically, but not only then, if (i) the Customer files for an administration order or bankruptcy, (ii) a petition for the Customer's bankruptcy is or will be filed, or (iii) the Customer enters into a payment arrangement with one or more of its creditors. If TNB wishes to exercise its property rights as referred to in this Article, the Customer herewith unconditionally and irrevocably grants TNB or a third party/parties engaged by TNB permission to enter the place where the products that are the property of TNB are located and to repossess them.
- 7.6 The Customer will notify TNB within 24 hours after having become aware that third parties allege rights in respect of products delivered by TNB that are subject to retention of title, or that third parties wish to create rights on such products or seize them, in which event TNB will be entitled to temporarily or permanently (procure to) take the products concerned away from the Customer, or to repossess them and/or to (procure to) store them elsewhere.
- 7.7 All costs related to the exercise of the retention of title, including those for transport and storage, will be for the Customer's account.
- 7.8 If TNB exercises its retention of title, TNB may at all times, but is not obliged, to sell the products to a third party and TNB will credit the Customer for the lower of the market value (to be determined by TNB) of the products, or for the net sales value, after deducting all costs incurred in the repossession of the products, and without prejudice to TNB's right to compensation of the loss it suffers due to the Customer's failure.

7.9 If the Customer resells products that have not (yet) or not fully or only partially been paid for, the Customer will, on demand by TNB, create a right of pledge on the claims the Customer acquires against its own customer as a result of this resale. On demand by TNB, the Customer will provide all relevant data and do everything that is necessary in order to create the right of pledge. All sums paid by the successive buyer to TNB under the right of pledge will be deducted from any amount the Customer owes TNB.

8. LIABILITY

8.1 The Customer itself will be liable for any loss caused by defects to, or as a result of the unsuitability of, products it has furnished, or which it has prescribed, or which had to be purchased from a supplier prescribed by the Customer, as well as for the non-delivery or late delivery of those products.

8.2 TNB will not be liable for any loss arising from the fact that the Customer has provided incorrect, incomplete, or unreliable information or data to TNB. Nor will TNB be liable for any loss that may be attributed to any acts or omissions of the Customer, in addition to those mentioned in the previous sentence, or of a third party engaged by or on the instructions of the Customer.

8.3 The Customer is obliged to use a product supplied by TNB for its intended use as stated in the product information sheet for that product. TNB will not be liable for any loss if the Customer uses the product for a purpose other than its intended use as stated in the product information sheet.

8.4 TNB will not be liable for any loss i) caused by a fault against the Customer, regardless of whether or not it is accountable, or ii) caused by an unlawful act against the Customer, or iii) based on any other (legal) ground, except where the loss is caused by the intention or wilful recklessness of the directors of TNB or of executive officers forming part of the management.

8.5 TNB will in no event be liable for any trading, consequential or indirect loss, including but not limited to loss of profit or sales, damage to the environment, and immaterial loss.

8.6 Without prejudice to the foregoing provisions, TNB's liability will in all instances be limited to the original purchase price for the products, or, if less, the amount for which TNB's liability insurance provides cover and that is paid out in the instance concerned.

8.7 The Customer is obliged, at TNB's first request, to recall any products it has brought on the market that are shown to be defective within a reasonable period of time and in consultation with TNB, all this at the discretion of TNB (recall action). Each action undertaken by the

Customer and all costs it incurs in this regard require the consent of TNB and must be approved by TNB in writing in advance.

9. CUSTOMER'S OBLIGATIONS; INDEMNIFICATION

- 9.1 The Customer will take all precautions and comply with all directions regarding safety and use which must be observed in respect of the transport and storage of the products delivered by TNB and which contribute to the durability of the products and the safety of the Customer or third parties it has engaged. Such precautions and directions regarding storage, safety and use are stated, inter alia, in the relevant product information sheets and material safety data sheets provided by TNB to the Customer in respect of the product.
- 9.2 If products are intended for customers outside the Netherlands, the Customer will ensure that the products are suitable for sale outside the Netherlands, in particular with regard – but not limited – to the legislation that applies in the relevant country (other than EU legislation) with respect to trading, product liability, safety and other applicable regulations in connection with the delivery.
- 9.3 The Customer will indemnify TNB against all third-party claims for damages where these concern loss as a result of non-compliance by the Customer with the Conditions or other requirements of TNB. In addition, the Customer will compensate all loss or damage TNB will suffer in such instance, including damage to its reputation and good name.

10. SUSPENSION AND DISSOLUTION

- 10.1 If and as soon as:
- (i) The Customer has failed to fulfil any of its obligations under these Conditions or under any agreement with TNB, or has failed to do so correctly or on time;
 - (ii) third parties assert rights over the property of the Customer or if its assets are seized;
 - (iii) The Customer files for an administration order or bankruptcy, or an application is or has been filed for the liquidation of or an administration order over the Customer, the Customer enters into a payment arrangement with one or more of its creditors, or the Customer creates the impression that it is or will be unable to pay its debts in any other way;
 - (iv) The Customer (being a natural person) dies, an administration order is issued against him or the Customer is placed under guardianship, or is involved in a debt management procedure;
 - (v) The Customer resolves, either voluntarily or not, to wind up or liquidate its business, or its business is continued under a different legal form, or its registered office or actual

business address is moved to another country, or the direct or indirect control over the Customer is transferred to a third party;

- (vi) The Customer assigns the rights under any agreement to which these Conditions apply to a third party;
- (vii) a TNB employee or a third party engaged by TNB is offered any benefit by or on behalf of the Customer in connection with the forming or the performance of the agreement or any benefit is offered by such employee or third party;

any claims TNB has against the Customer, regardless of the reason, will become immediately due and payable, without any demand or notice of default. In addition, TNB may in such event, at its own discretion, suspend its obligations towards the Customer, regardless of the reason, until the Customer has fully fulfilled its obligations towards TNB, and/or may dissolve the agreement either wholly or in part, in both instances without judicial intervention being required, by way of a written statement and without being liable to the Customer in any way for any loss, costs, or interest and without prejudice to TNB's right to claim full compensation.

- 10.2 The right of the Customer to dissolve any agreement between TNB and the Customer pursuant to Section 6:265 of the Dutch Civil Code is excluded.

11. FORCE MAJEURE

- 11.1 For the purpose of these Conditions, force majeure means any circumstance taking place independent of the will of TNB, even if such circumstance could already have been foreseen at the time of entering into the agreement, and which temporarily or permanently prevents the performance of the agreement, either wholly or in part. This includes: transport difficulties (at sea, over land or in port), fire, accidents, import and export restrictions, (risk of) war, loss caused by war, mobilisation, state of siege, and any other disturbances, riots, unrest, wilful damage, epidemics, acts of God, government measures, sit-ins, serious disruptions in the TNB's business, including strikes, blockages, boycotts, excessive absenteeism, and other operational failure, as well as the impossibility of performing the agreement due to a shortcoming on the part of TNB's suppliers or on the part of (ancillary) persons or businesses engaged by TNB in connection with the performance of the agreement, import and export bans, or other statutory impediments either domestically or abroad, and facts and circumstances of an economic nature.

- 11.2 In the event of a force majeure situation TNB may, at its own discretion, suspend performance of its obligations under the agreement or terminate or dissolve the agreement, without judicial intervention being required. Such suspension, termination or dissolution will not create any obligation on the part of TNB to pay any compensation.

11.3 In the event of a force majeure situation TNB may demand payment for that which TNB has already performed under the relevant agreement before the force majeure (situation) arose.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All intellectual property rights with respect to the products made, sold and delivered by TNB (including packaging), will remain the property of TNB or – where applicable – its own supplier(s)/licensee(s), and only TNB or – where applicable – its own supplier(s)/licensee(s), are entitled to them. These rights include in any event trade mark rights, copyrights, patent rights, design rights, knowhow, the right to a trade name, database rights, and exclusive licence rights. The delivery of a product originating from TNB may not be construed as an express or implicit licence for the use, publication, reproduction, operation, or release to third parties of the intellectual property rights, unless TNB has given its express prior written permission thereto.

12.2 Any descriptions, technical data, specifications and/or other documents that TNB or – where applicable – its supplier(s)/licensee(s) provide to the Customer and that are or may be the object of any intellectual property right or a comparable right, will remain the property of TNB or – where applicable – its supplier(s)/licensee(s), and must be returned to TNB on demand.

12.3 The Customer will notify TNB immediately if it finds out that a third party has infringed any intellectual property rights of TNB or – where applicable – of its supplier(s)/licensee(s), or if a third party asserts any right against the Customer in connection with the intellectual property rights of TNB or – where applicable – its supplier(s)/licensee(s). If TNB so requests, the Customer will render all reasonable assistance necessary to end the infringing acts or to resolve the dispute as quickly as possible.

12.4 If products are manufactured by TNB further to specifications or other directions – in the widest sense of the words – of the Customer, the Customer fully warrants that no third-party trade mark, patent, or any other (intellectual) property rights will be infringed as a result of the manufacturing, keeping in stock, marketing and/or delivery of these products. The Customer will indemnify TNB for any loss, including costs and interests, TNB incurs as a direct or indirect result of any such third-party claims.

12.5 If a third party, invoking an alleged right, objects to the manufacturing, having or keeping in stock, marketing and/or delivery of any product, as referred to in Article 12.4, TNB may immediately cease the aforementioned acts, without owing the Customer any compensation in this respect and without prejudice to the obligation the Customer has to indemnify TNB, as referred to in Article 12.4.

12.6 If the Customer infringes any intellectual property right of TNB or of a third party, as referred to in Article 12.4, TNB may claim a penalty from the Customer, payable immediately, which is not open to set-off, of EUR 25,000 for each infringement and for each day that the infringement continues, without prejudice to TNB's right to full compensation.

13. CONFIDENTIALITY

13.1 The parties mutually agree to keep confidential all information and data provided by or on behalf of the other party, which the receiving party knows, or reasonably ought to know, is secret and/or confidential and/or that disclosure thereof may harm the disclosing party. Furthermore, the parties mutually agree to keep confidential all communications made by or on behalf of the other party, in writing or otherwise, with the understanding that it will be permitted to use such communications within the receiving party's own organisation. The provisions of the preceding sentences do not apply, however, where the parties have expressly given their prior written permission to disclose the information concerned, or where disclosure takes place further to statutory or regulatory obligation.

14. MISCELLANEOUS

14.1 The invalidity, nullification or unenforceability of one of the provisions of these Conditions will not affect the validity of the other provisions. If one or more of the provisions are or will be declared invalid, null and void, or unenforceable, TNB and the Customer will agree on provisions in lieu thereof that are valid and that will be as close as possible to the content and purport of the provisions that are invalid, nullified or unenforceable.

14.2 TNB may assign its rights and obligations under these Conditions to any of its affiliates. The Customer herewith grants TNB, permission to effect the provision of the preceding sentence and agrees to render every assistance that might be necessary to this end. The Customer is not allowed to assign its rights and obligations under these Conditions, except where this is allowed in these Conditions in so many words, or if TNB expressly agrees this with the Customer in writing.

14.3 Except where parties otherwise expressly agree in writing, or except where these Conditions provide otherwise, any claim against TNB will in any event lapse after 1 (one) year from the delivery of a product or 1 (one) year from the moment the product ought to have been delivered.

14.4 The headings and sections of these Conditions are solely intended for ease of reference and do not affect the content and significance of the provisions of these Conditions.

14.5 These Conditions have been drawn up in the Dutch language and translated into other languages. In the event of discrepancies in the text and/or interpretation, the Dutch version will at all times be decisive and binding.

15. GOVERNING LAW AND COMPETENT COURT

15.1 Any commitments between TNB and the Customer, these Conditions and any extra-contractual obligations arising from or related to them will be interpreted in accordance with and are governed by Dutch law, with the exclusion of the rules of conflict of Dutch international private law. The applicability of the United Nations convention on international purchase agreements regarding moveable property (Vienna, 11 April 1980) is expressly excluded.

15.2 Any disputes in connection with, arising from, or related to an agreement concluded by TNB or an offer or quotation to which these Conditions apply wholly or in part, or these Conditions, and any extra-contractual obligations arising from or related to them, will be exclusively submitted to the competent court in Dordrecht.

These Conditions have been filed with the Chamber of Commerce for Rotterdam under number 23066083. The most recently filed version applies at all times.