

Chapter 1: Definitions

1.1

The words below, placed in parenthesis, have the meaning following these terms:

"Customer" every (legal) person to whom Schotman makes an offer and/or with whom Schotman enters into an agreement (a purchase agreement, an agreement for professional services or any other agreement); in these Terms and Conditions the Customer is always designated in the masculine;"

"Article" an article of these Terms and Conditions;

"Appendices" designs, calculations, drawings, sketches, images, descriptions, manuals, construction and production data, as well as any other document provided by Schotman under the Agreement, or a quotation provided to the Customer because of the Delivery of the Goods or at the time of sending of either the quotation or the Agreement;

"Intellectual Rights" all intellectual and industrial property rights, including but not limited to copyrights, patent rights, model rights, trade name rights and neighbouring rights, whether or not these are registered or can be registered;

"Agreement" the agreement made between the Customer and Schotman with regard to the delivery of Goods by Schotman to the Customer;

"Force Majeure" any external circumstances outside Schotman's will that, either permanently or temporarily, hinder or limit the performance of the Agreement, in any case including but not limited to (the direct and indirect consequences of):

terrorist attacks, (civil) war, armed conflict, pandemic, internal disturbances, extreme weather phenomena, riot, national, regional or other general strikes, trade embargoes, import or export restrictions, delay at borders, accidents, serious disruptions in Schotman's company or that of its suppliers, and finally, insolvency of any of Schotman's subcontractors;

"Party" Schotman or the Customer;

"Parties" Schotman and the Customer;

"Personal data" data relating to identified or identifiable individuals included in databases, applications, reports, documents and/or any other information in printed or electronic form;

"Schotman" Schotman Elektro B.V. (Registered with the Chamber of Commerce under number: 01108453), with its registered office and principal place of business in (9403 VJ) Assen at Weverstraat 4; in these Terms and Conditions, Schotman will always be designated in the feminine;"

**Note: In this English version of these Terms and Conditions, both the Customer and Schotman are designated by the personal pronoun 'it'.*

"Terms and Conditions" these General Terms and Conditions of Sale;

"Confidential Information" all information (whether exchanged in written, oral, electronic or any other form, and whether exchanged directly or indirectly) of a confidential nature, such as - and hence not limited to - the financial agreements between Schotman and the Customer;

"Goods" any good Schotman delivers or has delivered to the Customer.

1.2

In the context of these Terms and Conditions, "Goods" shall also mean any services provided by Schotman, such as - if applicable to the relationship with the Customer - maintenance, advice and inspection. These Terms and Conditions shall also apply, if possible - to any of Schotman's services that appear from the Agreement. In such case, e.g., "Goods delivered" must be read as "services provided".

Chapter 2: Scope

2.1

All offers made by Schotman, all Agreements entered into with it and the performance thereof will solely be governed by these Terms and Conditions.

2.2

Schotman shall not accept any reference by the Customer to their own purchase conditions or any other conditions. Therefore, the Customer's purchase conditions or other conditions shall never apply.

2.3

In addition to the provisions of Article 2.1, these Terms and Conditions furthermore apply to the contractual relationship between Schotman and the Customer if the Customer has accepted the applicability thereof in earlier agreements with Schotman.

Therefore, by entering into the Agreement with Schotman the Customer accepts the applicability of these Terms and Conditions to all future transactions with Schotman.

2.4

If the Agreement is changed or supplemented, these Terms and Conditions also apply to those changes and/or supplements to the Agreement.

Chapter 3: Establishment of the Agreement

3.1

All offers made remain valid for a period to be indicated by Schotman, except in case of an evident mistake, in which case no Agreement can be made following the acceptance of such an offer.

3.2

If no term is stated, the offers made by Schotman will be non-binding and therefore can be revoked by it at any time.

3.3

All data in the price lists and brochures provided by Schotman are as accurate as possible. However, these shall only bind Schotman if expressly confirmed by Schotman in writing.

3.4

Any price indication, sending of price lists, brochures and/or (other) documentation shall not oblige Schotman to the delivery of Goods. Schotman reserves the right to refuse any orders without stating reasons at any time.

3.5

An Agreement is only made with a purchase order for Goods placed by the Customer if Schotman has accepted such purchase order(s) in writing.

3.6

No Agreement is made if the Customer makes any reservations or changes with respect to the provisions made

by Schotman with the acceptance of a quotation or an order confirmation. Schotman can never be deemed to have agreed with the reservations or changes made by the Customer.

3.7

The last Agreement, including the documents mentioned in this Agreement and attached to it, constitutes the entire Agreement between the Parties with regard to the Goods the Agreement relates to, and substitutes any earlier written or oral agreement with regard to those Goods.

3.8

A supplement or change to the Agreement (including these Terms and Conditions) is only valid if made in writing and duly signed by the Parties. Such a supplement or change only relates to the delivery of the Goods for which this is expressly agreed and hence, not to any other delivery.

Chapter 4: Data, drawings, models and manuals

4.1

If Goods are produced by Schotman on the basis of models provided by the Customer, or design data, design drawings or other specifications required by the Customer, the Customer will be responsible for the correctness of these models, data and drawings. Only in case of evident incorrectness that is readily visible, Schotman has a notification obligation. Schotman therefore has no obligation to verify whether the indications given by the Customer are correct for a proper operation or application of the Goods.

4.2

All brochures, catalogues, drawings, descriptions, specifications and advertising issued by Schotman were exclusively produced to give an impression of the Goods they describe. These documents do not form part of the Agreement. Moreover, Schotman may change the specifications, design or material of the Goods, e.g., which are necessary to meet applicable safety standards or the quality level required by Schotman.

4.3

No manufacturing and detailed drawings will be provided by Schotman, unless otherwise agreed in writing.

4.4

The Customer undertakes for itself, its employees and contracted third parties - insofar as applicable - to always consult and comply with the assembly instructions and technical (operating) instructions of the Goods.

Chapter 5: Delivery time

5.1

If no express delivery date is agreed in writing, the delivery time takes effect on the latter of the following:

- a) the date of establishment of the Agreement;
- b) the date of receipt of all advance payments to be made by the Customer to Schotman under the Agreement;
- c) the date of receipt of the information required by Schotman for the performance of the Agreement.

5.2

The delivery time is always based on the facts and circumstances at the moment the Agreement is entered into, including - therefore not solely - the expected time of delivery

of the goods and parts ordered by Schotman for the performance of the Agreement. If - without any negligence on the part of Schotman - a delay occurs with Schotman's suppliers, the delivery time as agreed between Schotman and the Customer will be extended accordingly.

5.3
The delivery time will furthermore be extended by the duration of the delay occurred on the part of Schotman by the fact that the Customer does not meet any obligation under the Agreement or any cooperation required by it with regard to the performance of the Agreement.

5.4
If it is agreed that Schotman takes care of the transport, any delay on the part of the carrier/courier can never be held against Schotman. The delivery time, if applicable, will then be extended by the time of such delay.

5.5
If, subject to the provisions of the previous Articles, the delivery time would nevertheless be exceeded, the Customer has the right to set a reasonable period in writing within which Schotman must ensure the delivery. If after this period Schotman defaults, the Customer has the right to terminate the non-executed part of the Agreement through a written statement. This right of termination can therefore not be relied upon with regard to partial deliveries that have already taken place.

5.6
In the event the agreed date of delivery is exceeded, this will not give the Customer any right not to comply with any remaining obligation under the Agreement or to claim any supplementary or alternative compensation from Schotman.

5.7
Schotman is entitled to deliver the Goods in parts (partial deliveries), which it can invoice separately. The Customer will then have the obligation to pay in accordance with the instalments under the Agreement (including these Terms and Conditions).

Chapter 6: Retention of title

6.1
Schotman will remain the owner of all Goods (yet to be) delivered by it, as long as the Customer has not paid any claim in respect of the consideration under the Agreement or any other agreement with Schotman.

6.2
The Customer has the obligation to carefully and, as much as possible, identifiable and recognisable as the property of Schotman keep the relevant Goods and on its first request, allow Schotman access to verify this.

6.3
If the Customer does not meet its obligations towards Schotman, or if Schotman, to its discretion, has a well-founded fear that any obligation towards it will not be met, it has the right to collect the Goods it delivered, also after disassembly if necessary, without any prior notice of default. The Customer must cooperate with it and now for then gives Schotman its permission to enter its business premises such that Schotman has the opportunity to collect the Goods it delivered.

6.4
The Customer shall compensate Schotman for the costs in connection with invoking the retention of title, as well as any

lower yield, within 5 working days after Schotman has informed the Customer in writing of the amount thus to be fixed.

Chapter 7: Delivery and transfer of risk

7.1
The Goods will be for the risk (for circumstances such as theft, damage and loss) of the Customer from the time of the delivery, even if the retention of title still applies.

7.2
The Customer has the obligation to immediately purchase the Goods at the moment they are ready for collection, dispatch or transport.

7.3
The delivery will be made from Schotman's business space in Assen, unless otherwise agreed in writing. Transportation costs will be borne by the Customer, who must ensure transportation, unless agreed otherwise in writing. Loading will also be for the account and risk of the Customer. The delivery will then be considered to take place at the moment the Customer has been informed in writing that the Goods are ready and available to it, or, in the absence of such a notice, at the moment the Goods are handed over to either the Customer or its assistant (carrier).

7.4
If it has been agreed in writing that the delivery is to take place at a different location than from Schotman's business space, Schotman will ensure the transportation or dispatching. In that case, the transportation of goods purchased by the Customer from Schotman will be free of freight charge, as the transportation costs are included in the purchase price of the Goods. In that case, the delivery will take place by transfer of possession at the location mentioned in the Agreement. The transportation, dispatching and packaging used for transportation of the Goods the Customer has purchased from Schotman - if Schotman takes care of this - will be done to the best of its knowledge and ability, without Schotman having any liability for it.

7.5
The Customer shall act in such a way and furthermore provide all information and documents required for transportation, dispatch and - if applicable - importation to have the delivery take place as quickly and efficiently as possible. Any additional costs due to not meeting this obligation will be borne by the Customer.

7.6
If the Goods are not purchased by the Customer within the agreed time of delivery, the Goods will be stored by Schotman for the account and risk of the Customer. Schotman shall therefore be entitled to charge the Customer for these additional costs.

Chapter 8: Control, inspection, testing and claims

8.1
The Customer has the obligation to inspect the Goods delivered or the packaging for numbers and visible defects immediately upon delivery. The Customer shall state (or have stated) any damage (including the packaging) of the Goods or shortage in the number of Goods delivered on the delivery note, invoice and/or carrier documents, and furthermore inform Schotman thereof in writing within 5 working days after the delivery.

8.2
The Customer shall furthermore be held to inspect and test the Goods delivered by Schotman under the given circumstances as soon as possible. Any non-conformity that is then established must be reported to Schotman in writing immediately and in any case within 5 working days after their discovery. If the Customer does not make use of a possibility for inspection or testing in a timely manner, the delivery of Goods will be deemed to be approved.

8.3
For claims with respect to hidden defects a period of three months after the delivery of the Goods applies. After this period no claim can be made for any hidden defect.

Timely claims with regard to hidden defects must be made with Schotman within 5 working days after their discovery.

8.4
If the Customer makes a claim in a timely manner under Article 8.1 or Article 8.2 or 8.3, it shall do this while accurately stating the nature and grounds of the complaints and, if possible, send pictures. On Schotman's first request, the Customer shall give it the opportunity to verify the Customer's statements.

8.5
In the event of breach of the Customer's obligations under Article 8.1 and/or Article 8.2 and/or Article 8.3 and/or Article 8.4, every claim against Schotman on the relevant grounds shall lapse.

8.6
The Customer does not have the right to refuse the Goods because of minor defects.

8.7
The Customer shall allow Schotman to meet any shortcoming appearing from the inspection and/or testing, before the delivery of goods and/or the execution of work can be considered rejected.

8.8
The tints, nuances and/or aesthetic aspect of the Goods will never be a reason to refuse the delivery, or be considered as a non-conformity.

8.9
Claims will only be handled by Schotman if the Customer has met all of its obligations towards Schotman.

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Chapter 9: Warranty

9.1
Schotman warrants to the Customer that the Goods are free from any design, material and manufacturing faults with normal use for a maximum period of 12 (twelve) months from the invoice date of those Goods. After this period the warranty lapses and Schotman can never be held liable with respect to any non-conformity or other shortcoming.

9.2
The warranty mentioned in the previous Article does not apply to Goods or parts thereof:

a) were repaired or adapted by the Customer or third parties without Schotman's permission, such that this - to Schotman's sole discretion - impacted the sustainability of the Goods;

b) are the result of adaptations, accidents, incorrect use, misuse or neglect, or were subjected to abnormal wear and tear;
c) are installed, used or maintained in a way that is in violation of Schotman's or the manufacturer's instructions, or in which Schotman's or the manufacturer's instructions for assembly, use and maintenance were not followed;
d) were physically or electrically stressed in an abnormal or unusual way, exposed to abnormal or unusual environmental factors, misused or treated or operated in a negligent way;
e) the Customer has not met the provisions of Article 8.

There will also be no warranty for:

f) materials, goods, methods and constructions that were customized following express instructions from the Customer; g) materials and goods that were incorporated in the Goods by or on behalf of the Customer.
h) Goods and/or the replacement of parts of Goods subject to normal wear and tear.

For all these cases there will be no warranty and Schotman can never be held liable on any grounds whatsoever.

9.3
The warranty under Article 9.1 does also not apply if the Customer does not meet - or not in a timely manner - any of its obligations under the Agreement entered into with Schotman, or under any associated agreement.

9.4
If a legally valid appeal is made on Article 9.1, Schotman will repair all relevant defects in the Goods that are the result of an improper design or material that significantly affects the relevant Goods. Schotman always has the right not to repair any defected Goods but to replace these by the same or similar Goods that do not show any defect and meet the specifications of its Agreement entered into with the Customer. If Schotman replaces (parts of) Goods to meet its warranty obligations, the replacement Goods will again become or (because of the retention of title) remain its full property.

The Customer shall allow Schotman to carry out the provisions under this Article upon Schotman's first request. Schotman will obviously not charge any costs for the replacement or repair of the Goods if the warranty provision of Article 9.1 applies.

9.5
In derogation from Article 9.4, Schotman has the right to transfer to the Customer the warranty obligations towards Schotman with regard to Goods or parts of Goods it purchases from third parties. Schotman will be discharged towards the Customer with regard to any non-conformity once it transfers its claim against such third party to the Customer under a deed of transfer, with which the Customer shall agree.

9.6
In addition to the warranty under Article 9.1, Schotman will issue no other warranties with respect to the Goods and - subject to gross negligence or intention of Schotman's management - it can never be held liable on any grounds with regard to the Goods it delivered.

9.7
Schotman does not guarantee that its software will be

compatible with all hardware or software products supplied by third parties, that the functioning of the software will be uninterrupted or free of any error, or that all software defects will be corrected.

9.8

Moreover, any legal claim on the basis of this Article on non-conformity must be filed with the competent court within one year after the timely claim, on pain of lapse of rights.

9.9

The burden of proof for having met the conditions as referred to in Article 9.1 and not having met the exceptions as referred to in Article 9.2 will be with the Customer.

9:10

The alleged non-compliance by Schotman of its warranty obligations does not release the Customer from the obligations resulting for it under any agreement entered into with Schotman.

Chapter 10: Liability

10.1

Apart from gross negligence or intention of Schotman's management, Schotman will never be liable for any indirect damage, including but not limited to any damage not directly resulting from a damaging event, as well as any special damage of whatever nature, including, *inter alia*, loss of profit, loss of income, interruption in the operation, replacement costs, rise of costs and/or loss of anticipated saving, overhead costs, business damage, and/or loss of electrical connection, damage from usage and/or capital costs;

10.2

Schotman will also never be liable for:

1. damage resulting from work done by the Customer or by third parties in its order;
2. deterioration or loss of any software, firmware, information or loss of memory of the Customer or its customers, incorporated, stored or integrated in equipment returned to Schotman for repair, whether or not these repairs are covered by the warranty;
3. any discharge in the atmosphere, high voltages, chemical impact and loss and damage during throughput.

10.3

The total liability of Schotman for direct damage, except for gross negligence or intention of Schotman's management, in addition to the provisions of the Terms and Conditions will in any case be limited to the maximum amount of the invoice value of the delivered Goods the liability relates to.

10.4

Any condition meant to limit, exclude or establish liability that can be invoked against to Schotman in connection with the goods delivered by suppliers or subcontractors, can also be invoked by Schotman against its Customer.

10.5

Schotman's employees or assistants engaged by Schotman for the performance of the Agreement can claim all defences from the Customer that can be derived from the Agreement as if it was a party with the Agreement.

10.6

The Customer will indemnify Schotman, its employees and its assistants engaged for the performance of the Agreement against any claim from third parties in connection with Schotman's performance of the Agreement.

10.7

If and insofar Schotman is considered a manufacturer under Book 6 Section 185 et seq. of the Dutch Civil Code, any liability that is not covered by Book 6 Section 185 et seq. of the Dutch Civil Code is excluded.

10.8

In derogation from the provisions of these Terms and Conditions, Schotman will be liable, if and insofar there is a claim for compensation of the relevant damage under the (business) liability insurance taken out by Schotman. This clause does not oblige Schotman to take out and maintain such an insurance, or to take out an insurance with such policy conditions that there could have been coverage.

Chapter 11: Total order amount

11.1

The prices of the Goods are as stated by Schotman in the accepted quotation or order confirmation, and in the absence thereof the prices included for the Goods in the price list published by Schotman, and in the absence thereof the current prices for the relevant Goods at the time of delivery with Schotman.

11.2

Schotman's prices always are:

* given in Euros;

* exclusive of turnover tax or other applicable tax to be paid by the Customer in addition to the payment due for the Goods, unless stated otherwise.

11.3

If any packaging is used this is not included in the price and can be charged to the Customer if Schotman wishes to do so. As soon as the packaging is received back carriage paid and in undamaged condition within two months after delivery, the packaging costs will be credited and Schotman will transfer the amount received for it to the Customer.

11.4

If, to the opinion of Schotman, price determining factors, such as prices of raw materials and/or necessary materials, freight costs, energy costs, insurance premiums, wages, social charges, taxes, import duties, excises, exchange rates are substantially changed two months after the creation of the Agreement, Schotman will have the right to increase the price(s) agreed accordingly. This also applies if, in Customer's point of view, these increases could have been foreseen at the time the agreement was entered into.

11.5

Schotman will inform the Customer in writing or by e-mail of the price increase on the basis of the previous Article, and the Customer will then have the right to terminate the agreement entered into with Schotman during a period of 5 working days after this written notice from Schotman.

Chapter 12: Payment and invoicing

12.1

All payments must be made without any deduction, suspension or settlement, in Euros by deposit or transfer in Schotman's bank account. If no payment term is given by Schotman, the

payment must have been received in Schotman's bank account within 30 days after the invoice date. The value date stated on Schotman's bank statements is decisive and therefore regarded as the date of payment.

12.2

If the Customer does not pay any amount owed by it in a timely manner, it will automatically be in default without any prior notice of default.

12.3

If the Customer is in default with any payment, any other claim Schotman may have (if not payable yet) will also immediately be payable by the Customer and with regard to such claim, the default will automatically come into effect without any prior notice of default.

12.4

If the Customer is declared bankrupt, has applied for (provisional) suspension of payments, enters into liquidation, is terminated or has died, or if its assets and claims are attached before or after judgment, all claims Schotman holds against the Customer always are immediately payable without a prior notice of default being required, with interest and costs owed by the Customer.

12.5

From the day on which the Customer is in default it will automatically and without prior notice of default owe to Schotman a default interest equal to the statutory commercial interest under Book 6 Section 119a of the Dutch Civil Code.

12.6

Schotman will at any time have the right, before proceeding to or continuing the delivery or start or continue the performance of an agreement, to demand from the Customer adequate surety for the fulfilment of its payment obligations - such to Schotman's sole discretion - if Schotman believes there is reason to demand surety because of circumstances such as the Customer's solvency or liquidity position, even if there is no connection between these circumstances and the performance of the Agreement.

12.7

If the Customer is unable or refuses to provide the surety required under the previous Article, this will authorize Schotman to terminate the Agreement or suspend its obligations, irrespective of its right of compensation of the costs incurred, loss of profit and any (to be) suffered by it.

12.8

Every payment of the Customer will first be used to pay any interest and costs owed by it and then be deducted from the oldest outstanding receivable.

12.9

As soon as a claim that is due is not paid, Schotman has the right to take collection measures and to engage third parties for this. All resulting judicial and extrajudicial costs will fully be borne by the Customer.

The extrajudicial costs that are then payable by the Customer are fixed at the amount of fifteen per cent (15%) of the entire outstanding amount payable, with a minimum of EUR 300.

Chapter 13 Suspension and termination of the Agreement

13.1

From the moment any amount owed to Schotman - on whatever grounds - has become payable and has not yet been paid, Schotman shall have the right, without prejudice to its

right of compensation and interest, to declare the Agreement terminated in whole or in part by registered letter, without a prior notice of default or judicial intervention being required, and without Schotman being held to any compensation or guarantee and without prejudice to its further rights.

13.2

The retention of title will always be maintained in case of termination of the Agreement, such that Schotman has the right to repossess or have repossessed the relevant Goods in accordance with the provisions of Chapter 6 (Retention of title) of these Terms and Conditions.

13.3

In the event of termination under Article 13.1, the Customer will in any case owe to Schotman: the price agreed for all Goods less the instalments already paid and costs saved by Schotman because of the termination. The Customer shall furthermore owe compensation, including the losses Schotman suffers because of the termination. The Customer shall pay the amount thus determined within 5 working days after Schotman informed the Customer thereof.

13.4

If the provisions of Article 13.1 apply, Schotman also has the authority - to its discretion - before proceeding to termination and without a prior notice of default or judicial intervention being required, to suspend the performance of the Agreement or other agreements it has entered into with the Customer for a maximum of 6 months, such without Schotman being held to any compensation or guarantee, and without prejudice to its further rights. During the period of the suspension Schotman will be authorized and by the end of it will be held to either choose for the performance or termination of the suspended agreement(s) in whole or in part.

13.5

In the event of suspension under Article 13.4, the agreed price will immediately be payable, less the instalments already paid and costs saved by Schotman because of the suspension. Schotman will furthermore be authorized to have the raw materials, materials, parts and other goods reserved, processed and manufactured by it for the performance of the Agreement stored for the account and risk of the Customer.

13.6

The Customer will only and no earlier have the right to end and/or terminate the Agreement if the failure on the part of Schotman has irrevocably been determined in court.

Chapter 14 Force Majeure

14.1

If Schotman cannot perform in a timely manner because of Force Majeure, the instalments agreed with it will be extended by the delay period resulting from the situation of Force Majeure. This also applies if the Customer and Schotman have agreed express instalments in the Agreement.

14.2

If the situation of Force Majeure leads to a delay longer than three full calendar months, each of the parties can terminate the Agreement through a registered letter without any further liability or obligation to pay compensation.

14.3

If the Agreement that is terminated under the previous Article was in part executed by Schotman, the agreed price shall be paid by the Customer to Schotman in proportion to the executed part of the agreement within the period that would

have applied if the agreement would have been executed in full.

Chapter 15 Intellectual Rights

15.1

The Intellectual Rights relating to the Goods will never be transferred and will remain the full property of Schotman or the third party beneficiaries. This also applies to parts of the Goods and the programs the Goods are equipped with.

15.2

The provisions of the previous Article also apply to quotations made by Schotman, as well as their Appendices.

15.3

The Customer will not perform any act, and not allow third parties to perform any act, which could prejudice the Intellectual Rights or the associated goodwill. Therefore, the Customer shall not (in whole or in part) adapt, remove, conceal or process the Goods, or apply other brands on the Goods.

15.4

All promotional and sales documentation Schotman provided to the Customer will remain the property of Schotman, and the Customer shall not allow anyone else to use these.

15.5

The Customer is obliged to immediately notify Schotman in writing of any breach of the Intellectual Rights the Customer has established. If the Customer should objectively have established a breach but states that it did not, the Customer will, however, be considered to have violated the obligation under this Article.

15.6

If a third party alleges that the Goods delivered by Schotman constitute a violation of the Intellectual Rights of this third party, the Customer is held to immediately inform Schotman thereof in writing, such that Schotman can discuss the matter with this third party and defend itself.

Chapter 16 Confidentiality and data protection

16.1

The Parties are held to keep confidential any Confidential Information and shall not disclose such information to third parties without the other Party's consent. This does not apply to a transfer to group companies, provided that these are also held to this Article.

16.2

If a Party gets access to Personal Data it shall comply with the relevant statutory obligations.

17. General provisions

17.1

The Customer will in connection with the Goods (to be) delivered, strictly and fully comply with national or international regulations and import, export and usage restrictions. The Customer will hold Schotman harmless with respect to any damage that may occur for Schotman because of violation of the provision as referred to in the previous sentence.

17.2

Two or more Customers who jointly entered into an agreement with Schotman will be jointly and severally liable to Schotman for the performance of the Agreement.

17.3

The Customer is held to provide its employees and the users of the Goods with all product notices, warnings, instructions, recommendations and similar information provided by Schotman.

17.4

The Buyer shall indemnify and hold harmless Schotman for any damage claim or other damaging effects of any nature or type, resulting from a breach of an obligation by the Customer under the Agreement, including these Terms and Conditions.

17.5

The Buyer cannot, without the prior written permission of an authorized representative from Schotman, assign, license or outsource (a part of) of its rights or obligations under the Agreement to any third party.

17.6

If any provision in this Agreement, including these Terms and Conditions, would turn out to be invalid, the remaining provisions will remain in effect in full. In that case, the Parties will replace the invalid provision by a valid provision in accordance with the aim and purport of this Agreement including these Terms and Conditions such that the new provision differs as little as possible from the invalid provision.

17.7

These Terms and Conditions are drafted in Dutch and English. If case of a dispute or difference of opinion about the content of these different versions, the Dutch text shall prevail and be binding on the Parties.

17.8

These Terms and Conditions have been filed with the Chamber of Commerce of Groningen under number 0010-6619.

17.9

In the event of any conflict between these Terms and Conditions and the provisions of the Agreement, the provisions of the Agreement will prevail.

18. Applicable law and competent court

18.1

The Agreement is governed exclusively by the law of the Netherlands.

18.2

Any dispute that may arise in connection with this Agreement or following from any agreement resulting therefrom will initially be settled by the competent court in Assen.