

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT of the private company SUBO International B.V. (hereinafter: "SUBO INTERNATIONAL"), having its registered office at Westdam 3H in (3441 GA) Woerden;

1 General

- 1.1 These General Terms and Conditions (hereinafter: "Terms and Conditions") apply to the provision by SUBO INTERNATIONAL of products and all offers, orders and/or agreements between SUBO INTERNATIONAL and the Purchasers for the sale and delivery of products and/or the provision of services and the performance thereof. Any deviations from or changes to these Terms and Conditions must be confirmed in writing by SUBO INTERNATIONAL and will only apply to the relevant offer/order/agreement.
- 1.2 The "Purchaser" is understood to mean any natural person or legal entity to whom or which SUBO INTERNATIONAL delivers (trial) products and/or for whom or which SUBO INTERNATIONAL performs services, including their representatives, attorneys, legal successors, and heirs.
- 1.3 Any general terms and conditions applied by the Purchaser are non-binding on SUBO INTERNATIONAL, unless SUBO INTERNATIONAL has agreed to them in writing.
- 1.4 In the event of a written agreement by SUBO INTERNATIONAL with the applicability of one or more deviating terms and conditions, these Terms and Conditions will remain in full force in all other respects.
- 1.5 If a provision of the Terms and Conditions is null and void or turns out not to apply, the other provisions will remain in full force. The null and void / not applicable provision will be replaced by a provision that is in line with the Terms and Conditions.

2 Agreements and Changes

- 2.1 SUBO INTERNATIONAL will regard an order placed by the Purchaser as an irrevocable offer.
- 2.2 SUBO INTERNATIONAL is only bound by an order placed with SUBO INTERNATIONAL vis-à-vis the Purchaser if and as soon as SUBO INTERNATIONAL has confirmed such order in writing within five (5) working days of receipt of the order for delivery, or if SUBO INTERNATIONAL has commenced performing such order. SUBO INTERNATIONAL is entitled to refuse an order without stating reasons. SUBO INTERNATIONAL expressly reserves the right to determine the date of delivery upon the order confirmation.
- 2.3 The Purchaser shall notify SUBO INTERNATIONAL in a timely fashion and in writing of any changes the Purchaser, after having placed an order, may desire in the performance thereof and such changes are only binding on SUBO INTERNATIONAL if SUBO INTERNATIONAL has also confirmed these in writing.
- 2.4 Any changes to an order placed by the Purchaser, of any nature whatsoever, that entail higher costs than the costs that could be taken into account in the original quotation provided by SUBO INTERNATIONAL, will be for the account of the Purchaser. If such changes lead to a cost reduction, the Purchaser cannot derive any right from this with regard to a reduction of the purchase price. However, SUBO INTERNATIONAL may decide in its own discretion that such changes result in the payment of a lower purchase price.
- 2.5 Any changes made may lead to SUBO INTERNATIONAL exceeding the delivery period it indicated prior to the changes. This cannot be invoked against SUBO INTERNATIONAL.
- 2.6 An order accepted by SUBO INTERNATIONAL can only be cancelled with SUBO INTERNATIONAL's written consent. In that case, the Purchaser who has cancelled the order in full or in part is required to compensate SUBO INTERNATIONAL for all costs incurred, including the costs that reasonably arose in relation to the performance of the order, without prejudice to SUBO INTERNATIONAL's right to compensation of lost profits or any other loss related to the cancelled order.
- 2.7 SUBO INTERNATIONAL will only be bound by undertakings made by or arrangements made with its employee(s) if these have been confirmed in writing by SUBO INTERNATIONAL.
- 2.8 Orders, order confirmations or other correspondence via e-mail and/or a signed fax are accepted by the parties as legally binding correspondence.

3 Offers and Quotations

- 3.1 All offers by and price lists of SUBO INTERNATIONAL are free of obligation, unless the offer expressly states otherwise.
- 3.2 Descriptions and prices in offers are given subject to reservation and apply only by approximation. The Purchaser cannot derive any rights from any errors in an offer or price list.
- 3.3 SUBO INTERNATIONAL's offers are given based on information and specifications provided by the Purchaser. Offers are based on production and delivery within regular periods and under regular circumstances.
- 3.4 If an offer comprises a non-binding proposal and the Purchaser accepts this proposal, SUBO INTERNATIONAL is entitled to withdraw the proposal within five (5) days of receipt of the Purchaser's acceptance.
- 3.5 SUBO INTERNATIONAL will specify the number and quality of the products to be delivered in the order confirmation and accompanying data sheets.

- 3.6 All orders will be processed on the basis of the prices that apply when the order is placed. Unless agreed otherwise, prices are exclusive of transport and delivery costs, are exclusive of VAT and/or other levies imposed, and are all expressed in euros. The Purchaser is only entitled to a discount on prices after SUBO INTERNATIONAL's written confirmation.

4 Delivery

- 4.1 Without prejudice to Article 2.2, the delivery date will be determined jointly by SUBO INTERNATIONAL and the Purchaser. If SUBO INTERNATIONAL indicates a delivery period, it will only apply by approximation and not as a guarantee. The delivery period will commence when SUBO INTERNATIONAL has all the information needed and the terms and conditions for performance of the order are met.
- 4.2 SUBO INTERNATIONAL is not in default by merely exceeding the delivery period. If, for any reason, there is a delay, the delivery period will be extended by the term of such delay.
- 4.3 SUBO International will not be obliged to meet the delivery deadlines in case of a delay by SUBO INTERNATIONAL'S suppliers, assuming SUBO International has taken all necessary precautions when selecting the particular supplier.
- 4.4 Unless otherwise agreed in writing – for example, in the order confirmation by SUBO INTERNATIONAL – and notwithstanding the provisions of Article 6 of these Terms and Conditions, products will be deemed to have been delivered to the Purchaser in a legal sense from the moment that these products are ready for shipment or transport at SUBO INTERNATIONAL or a third party engaged by SUBO INTERNATIONAL and the Purchaser has been so informed in writing (Ex Works, Incoterms 2010).
- 4.5 Unless otherwise agreed in writing, transportation of the products is for the account and risk of the Purchaser. The Purchaser is required to take receipt of the products on the announced date.
- 4.6 If delivery of the goods is delayed for reasons to be attributed to Purchaser, the risk of deterioration and loss/destruction of sold products shall pass to Purchaser at the time of anticipated delivery of the goods. Required storage costs after risk passing shall be borne by Purchaser.
- 4.7 Delivery to a carrier shall, unless agreed otherwise in writing, be regarded as delivery to Purchaser.
- 4.8 SUBO INTERNATIONAL is entitled to make partial deliveries. Each partial delivery, also including the delivery of products in a combined order, may be invoiced separately. In such a case, payment must be made in accordance with the provisions of Article 6 of these Terms and Conditions.
- 4.9 The risk of loss or damage to the goods shall pass to Purchaser on delivery.
- 4.10 In Purchaser defaults in accepting delivery of the goods, SUBO INTERNATIONAL shall be entitled to claim the refunding of any expenditure associated therewith. On occurrence of a default in accepting the delivery, the risk of deterioration and loss/destruction shall pass to the Purchaser.

5 Payment

- 5.1 Payment of the agreed amount by the Purchaser must be made within fourteen (14) days of the invoice date by means of transfer to SUBO INTERNATIONAL, unless otherwise agreed in writing and confirmed in the order confirmation as stated in Article 2.2.
- 5.2 Payment is deemed to have been made once SUBO INTERNATIONAL is in possession of the amount or the amount has been credited to SUBO INTERNATIONAL's bank account.
- 5.3 Unless agreed otherwise, SUBO International always has the right to deliver exclusively against advance payment.
- 5.4 The Purchaser herewith waives its rights of setoff, settlement and suspension of performance.
- 5.5 SUBO INTERNATIONAL undertakes to invoice in good time. Partial invoicing is possible at all times, unless this is explicitly ruled out in writing.
- 5.6 In the event of an overrun of the period of fourteen (14) days referred to in Article 5.1 of these Terms and Conditions, the Purchaser shall – without prejudice to any other rights of SUBO INTERNATIONAL – be in default by operation of law and owe monthly interest of seven (7) percent above the ECB refinancing rate over the total invoice amount, as from the date that the payment period is exceeded until the date of full payment of the invoice amount. In that event, SUBO INTERNATIONAL will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the entire invoice amount has been paid or satisfactory security has been provided. At the end of each year, the amount over which interest is calculated is increased by the amount of interest payable over that year.
- 5.7 All judicial and extrajudicial collection costs incurred by SUBO INTERNATIONAL as a consequence of the Purchaser's failure to comply with its payment obligations will be for the account of the Purchaser. These costs are set at a minimum of 15% of the outstanding invoice amount, with a minimum of € 150.
- 5.8 In the event that the Purchaser does not comply with the (payment) obligations vis-à-vis SUBO INTERNATIONAL, SUBO INTERNATIONAL is entitled to suspend delivery and/or other obligations vis-à-vis the Purchaser and all claims of SUBO INTERNATIONAL against the Purchaser will become immediately due and payable.

- 5.9 SUBO INTERNATIONAL may set off any and all claims against the Purchaser against any debts to the Purchaser or parties affiliated with the Purchaser.
- 5.10 Payments made by the Purchaser or in its name, will always first be used to settle all charges and interest due and subsequently to settle the oldest payable invoice, or deducted from those receivables in respect of which SUBO International is not able to invoke the retention of title provided for in article 6 if these Terms and Conditions, such to the discretion of SUBO International, even if the Purchaser states that the payment relates to a later invoice.

6 Retention of Title

- 6.1 All goods delivered and yet to be delivered will remain SUBO INTERNATIONAL's exclusive property until all claims that SUBO INTERNATIONAL has or will obtain against the Purchaser, including in any event the claims stated in Article 3:92(2) of the Dutch Civil Code, have been paid in full.
- 6.2 Notwithstanding article 6.1, Purchaser shall be entitled to use the goods in the ordinary course of business or to resell them at their full market value, provided such resale has been approved in writing by SUBO INTERNATIONAL.
- 6.3 In the event that the products delivered under retention of title are processed or mixed with other products, in principle SUBO INTERNATIONAL will acquire co-ownership of the products created by the processing or mixing. The extent of SUBO INTERNATIONAL's co-ownership will, in the event of processing, be determined on the basis of the ratio between the value of the products delivered under retention of title and the value of the products created by the processing and, in the event of mixing, on the basis of the ratio between the value of the products delivered under retention of title and the value of the products used for the mixing. Should the Purchaser acquire full ownership, the Purchaser hereby transfers the co-ownership in proportion to the said values to SUBO INTERNATIONAL and shall keep the goods in custody for SUBO INTERNATIONAL free of charge. Products created by processing or mixing can only be resold to the extent that this does not concern any part that SUBO INTERNATIONAL delivered under retention of title.
- 6.4 As long as the title to the goods has not passed to the Purchaser, the Purchaser is not entitled to pledge the goods or grant third parties any other rights to the goods. The Purchaser undertakes upon SUBO INTERNATIONAL's first request to cooperate in creating a right of pledge in the claims the Purchaser has or will obtain against its purchasers pursuant to the onward supply of goods.
- 6.5 In the event that third parties seize the products delivered or in the event that the Purchaser is placed in administration or becomes insolvent, the Purchaser will be required to give immediate written notice of the retention of title to SUBO INTERNATIONAL's products, such on pain of an immediately payable penalty of € 5.000 or – if higher – the purchase price of the products. The penalty is without prejudice to any of the Purchaser's obligations to pay damages or other obligations
- 6.6 The Purchaser is required to store the goods delivered under retention of title with due care and as the recognisable property of SUBO INTERNATIONAL. The Purchaser shall take out adequate insurance for the products against, among other things, theft, damage and loss of the products.
- 6.7 If the buyer is in default with its payment obligations, has payment difficulties or if such difficulties are impending, SUBO INTERNATIONAL is entitled to repossess the goods delivered under retention of title and still held by the buyer. The Purchaser shall provide SUBO INTERNATIONAL with free access at all times to its premises for the purpose of inspecting the goods and/or exercising the rights of SUBO INTERNATIONAL.
- 6.8 The provisions above do not prejudice the other rights vested in SUBO INTERNATIONAL.
- 6.9 With regard to a Purchaser established in Belgium, in the event of failure to pay on the due date, instead of Article 6.1 being applicable SUBO INTERNATIONAL will be entitled to consider the sale null and void by operation of law and without notice of demand. SUBO INTERNATIONAL retains the title to the goods until the price is paid in full. All risks will be borne by the Purchaser. Any advances paid remain acquired by SUBO INTERNATIONAL as reimbursement for possible losses on resale. Articles 6.2 through 6.8 apply mutatis mutandis.
- 6.10 As regards a Purchaser established in Germany, the retention of title included in Articles 6.11 through 6.16 will apply instead of Articles 6.1 through 6.8.
- 6.11 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche, die der SUBO INTERNATIONAL aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen, vorbehalten. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für SUBO INTERNATIONAL her und verwahrt sie für SUBO INTERNATIONAL. Hieraus erwachsen ihm keine Ansprüche gegen SUBO INTERNATIONAL.
- 6.12 Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt SUBO INTERNATIONAL zusammen mit diesem Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache,

wobei das Miteigentumsanteil der SUBO INTERNATIONAL dem Verhältnis des Rechnungswertes der Vorbehaltsware der SUBO INTERNATIONAL zu dem Gesamtwert aller mitverarbeiteten Vorbehaltswaren entspricht.

- 6.13 Der Abnehmer tritt uns seine Forderungen aus der Veräußerung von Vorbehaltswaren aus gegenwärtigen und künftigen Warenlieferungen der SUBO INTERNATIONAL mit sämtliche Nebenrechten im Umfang des Eigentumsanteils der SUBO INTERNATIONAL zur Sicherung ab.
- 6.14 Bei der Verarbeitung im Rahmen eines Werkvertrages wird die Lohnforderung in Höhe des anteiligen Betrages der Rechnung der SUBO INTERNATIONAL für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung mit der SUBO INTERNATIONAL ordnungsgemäß erfüllt, darf er über die in dem Eigentum der SUBO INTERNATIONAL stehende Ware im ordentlichen Geschäftsgang verfügen und die an SUBO INTERNATIONAL abgetretenen Forderungen selbst einziehen.
- 6.15 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist SUBO INTERNATIONAL berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.
- 6.16 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

7 Purchaser's Obligations

- 7.1 The Purchaser shall ensure that SUBO INTERNATIONAL has all the data and relevant specifications pertaining to the agreement concerned and required for the performance of the agreement in a timely fashion.
- 7.2 If the commencement or progress of the performance of the agreement is delayed by factors attributable to the Purchaser, the losses and costs ensuing from the same for SUBO INTERNATIONAL will be for the account of the Purchaser.

8 Engagement of Third Parties

- 8.1 SUBO INTERNATIONAL is entitled to engage third parties in the performance of an agreement on behalf of and at the expense of the Purchaser, if there is cause to do so in SUBO INTERNATIONAL's opinion or if the same ensues from the agreement.
- 8.2 The Purchaser warrants the quality of the products and services of the third parties engaged by the Purchaser.

9 Complaints

- 9.1 The Purchaser is obliged to examine the delivered products thoroughly immediately upon receipt to ascertain whether they conform with the agreement.
- 9.2 Claims regarding missing goods shall be made in writing and submitted to SUBO International within three (3) days after delivery of the goods together with either:
- a tally report from an independent third party; or
 - CMR listing the goods missing.
- 9.3 Claims regarding the quality of the goods shall be made in writing and be submitted to the seller no later than fourteen (14) days after the date of invoice. The Purchaser must provide SUBO INTERNATIONAL a reasonable opportunity to inspect the products in unaltered condition in order to evaluate the claim.
- 9.4 Claims regarding short weight shall follow the same procedure as quality claims.
- 9.5 The foregoing notwithstanding, under no circumstances will SUBO INTERNATIONAL accept complaints submitted after a period of fourteen (14) days following delivery of the products by SUBO INTERNATIONAL. If a complaint is not in accordance with the aforementioned rules, it will not be accepted and the Purchaser will be deemed to have accepted the products.
- 9.6 Every right to assert a claim shall lapse if the Purchaser itself makes or procures changes or repairs with regard to the products, if the products are used for other than regular business purposes or if the products have been treated or maintained without due care or inexperience. The Purchaser can only complain about products that are in the condition in which they were delivered.
- 9.7 A complaint regarding one or more delivered products does not prejudice the Purchaser's (purchase and payment) obligations with regard to other products delivered or to be delivered by SUBO INTERNATIONAL.
- 9.8 In the event that the products delivered by SUBO INTERNATIONAL show a defect or defects, the Purchaser shall give SUBO INTERNATIONAL the opportunity to remedy this defect by repairing or replacing the products.
- 9.9 If SUBO INTERNATIONAL and the Purchaser have different opinions about the conformity of the products, they will aim to arrive at an amicable settlement. If an amicable settlement proves to be impossible, the parties will engage an independent expert, to be appointed by SUBO INTERNATIONAL in consultation with the Purchaser. The costs shall be borne by the (primarily) unsuccessful party.

10 Liability

- 10.1 SUBO INTERNATIONAL is only liable towards the Purchaser for damage as a direct consequence (direct damage) of gross negligence or wilful intent on the part of SUBO INTERNATIONAL.
- 10.2 In no event will SUBO INTERNATIONAL be liable for:
- indirect damage, including, but not limited to: loss of profits, consequential damage or loss due to delays on the part of the Purchaser, due to any cause whatsoever. The Purchaser must take out insurance for such damage or loss where necessary;
 - any damage caused by any acts or omissions of the Purchaser or third parties in contravention of the instructions issued by SUBO INTERNATIONAL, or in contravention of the order and the terms and conditions;
 - damage of any nature whatsoever caused by or arising after the putting into operation, processing, handling or delivery to third parties of the delivered products by the Purchaser, or caused by or arising after the procurement by the Purchaser of the putting into operation, processing, handling or delivery to third parties;
 - any damage caused by the acts and/or omissions of third parties, including agents engaged by SUBO INTERNATIONAL.
- 10.3 SUBO INTERNATIONAL's liability will at all times be limited to the amount the insurer is prepared to pay out in the relevant case. In the event that an insurer does not pay out, SUBO INTERNATIONAL's liability at any time will be limited to a maximum of fifty (50) percent of the amount invoiced (excluding VAT) for that to which the liability pertains.
- 10.4 The Purchaser shall indemnify SUBO INTERNATIONAL and hold it harmless from and against any and all claims for damages by third parties vis-à-vis SUBO INTERNATIONAL regarding the performance of the agreement, save in the event of intent or gross negligence on the part of SUBO INTERNATIONAL. In addition, the Purchaser shall indemnify SUBO INTERNATIONAL and hold it harmless from and against any and all claims by third parties related to or ensuing from the use by the Purchaser of products delivered or services performed by SUBO INTERNATIONAL.
- 10.5 Any employees of SUBO INTERNATIONAL that are held liable may invoke the provisions of this article as if they were a party to the agreement between SUBO INTERNATIONAL and the Purchaser.

11 Intellectual and Industrial Property Rights

- 11.1 SUBO INTERNATIONAL reserves all intellectual and industrial property rights regarding offers it issued, as well as regarding the drawings, software, descriptions, products, packaging, models, etc. it produced or provided, as well as regarding the information included in or forming the basis for the same.
- 11.2 The Purchaser may not change, remove from products, imitate or use for other products any and all signs, logos, labels and the like, whether or not protected by intellectual or industrial property rights, present on or in the products delivered by SUBO INTERNATIONAL, without the consent of SUBO INTERNATIONAL.

12 Security

- 12.1 If SUBO INTERNATIONAL has cause to suspect that the Purchaser will be unable to perform its obligations under the agreement, the Purchaser is obliged upon SUBO INTERNATIONAL's first request to provide satisfactory security for the complete performance of all its obligations with regard to agreements performed or yet to be performed by SUBO INTERNATIONAL in full or in part, in a manner to be indicated by SUBO INTERNATIONAL.

13 Expiry Periods

- 13.1 Any legal or other claims of the Purchaser against SUBO INTERNATIONAL shall lapse twelve (12) months after the date on which the Purchaser became aware or can reasonably be deemed to have become aware of the existence of the legal or other claims, in the event that SUBO INTERNATIONAL has not been informed of the legal or other claim in writing.
- 13.2 In the event of complaints as stated in Article 9.1, any legal or other claim in respect of a written complaint shall lapse four (4) months after receipt of the written complaint if legal proceedings have not been instituted regarding the relevant legal or other claim.

14 Suspension, Termination, Force Majeure

- 14.1 If SUBO INTERNATIONAL has good cause to fear that the Purchaser will fail in its duties towards SUBO INTERNATIONAL and/or that the Purchaser will fail in the performance of any obligation vis-à-vis SUBO INTERNATIONAL in any manner whatsoever, as well as in the event of a change or cancellation of the credit limit, a request for suspension of payments, in the event that a suspension of payments or provisional suspension of payments, prejudgment attachment or executory attachment against the Purchaser has been granted, a petition, report or claim for involuntary liquidation, involuntary liquidation, winding-up or cessation of all or part of the Purchaser's business, SUBO INTERNATIONAL is authorised, without prejudice to its other rights, without

any obligation to pay damages, and without notice of default or judicial intervention:

- to suspend performance of the agreement until such time as SUBO INTERNATIONAL has received sufficient security for the payment of anything owed by the Purchaser to SUBO INTERNATIONAL; and/or
 - to suspend any and all of its own payment obligations; and/or
 - to terminate every agreement with the Purchaser in full or in part;
 - all such without prejudice to the Purchaser's obligation to pay for the products already delivered and/or services already performed, and without prejudice to SUBO INTERNATIONAL's other rights, including the right to damages.
- 14.2 In the event that SUBO INTERNATIONAL is unable to perform the agreement as a result of force majeure, SUBO INTERNATIONAL is entitled to suspend performance of the agreement without judicial intervention or to terminate the agreement in full or in part, without being obligated to pay any damages.
- 14.3 If SUBO INTERNATIONAL's inability to perform the agreement due to force majeure only relates to part of the agreement, this does not prejudice the Purchaser's (purchase and payment) obligations with regard to the part of the agreement that has already been performed.
- 14.4 Force majeure exists in the event of any circumstance beyond the control of SUBO INTERNATIONAL as a result of which performance of the agreement is permanently or temporarily hindered, as well as, in so far as not already included in the same, in the event of war, risk of war, civil war, riot, strike, fire, excessive sickness absence of SUBO INTERNATIONAL's employees or any other disruption to the business of SUBO INTERNATIONAL or its suppliers. Force majeure also exists if a supplier from which SUBO INTERNATIONAL purchases products related to the performance of the agreement with the Purchaser remains in default of timely and/or proper delivery.

15 Transfer of Rights and Obligations

- 15.1 The Purchaser may not transfer its rights and/or obligations ensuing from any agreement with SUBO INTERNATIONAL to third parties or have them serve as security regarding claims by third parties without the prior written consent of SUBO INTERNATIONAL.

16 Export Regulations and Anti-Corruption

- 16.1 The performance of any obligations under the Agreement is conditional upon that no hindrances attributable to applicable The Netherlands, European Union (EU), United Nations (UN) or otherwise applicable national or international rules of foreign trade and import/export laws or any sanctions or embargoes exist. The Purchaser agrees to comply fully with all applicable anti-corruption laws and regulations.
- 16.2 The Purchaser shall comply with all applicable laws, including, but not limiting to, as set forth in Article 16.1. The Purchaser shall not take any action which could place SUBO INTERNATIONAL or any other associated company in jeopardy of breaching or violating any such laws, regulations, provisions and/or acts or any interpretations thereof.
- 16.3 The Purchaser agrees to indemnify, defend and hold SUBO INTERNATIONAL harmless from any breach of the Purchasers' obligations under this Article 16.

17 Confidentiality

- 17.1 SUBO INTERNATIONAL and the Purchaser shall observe confidentiality with regard to any confidential information exchanged between them. Information is confidential if stated to be so or if the confidentiality logically follows from the nature of the information.
- 17.2 If SUBO INTERNATIONAL is required to disclose confidential or other information pursuant to a statutory provision or court decision, the Purchaser shall not be entitled to invoke damages, compensation or termination.

18 Applicable Law, Competent Court

- 18.1 These Terms and Conditions and all legal relationships between SUBO INTERNATIONAL and the Purchaser are governed by Dutch law, with the exception of Articles 6.11 through 6.16, which will be governed by German law. The Vienna Sales Convention is expressly inapplicable.
- 18.2 In so far as the law does not imperatively prescribe otherwise, only the Amsterdam District Court will be competent at first instance to examine any disputes arising with regard to any agreement or the performance of any agreement between SUBO INTERNATIONAL and the Purchaser, as well as disputes regarding these Terms and Conditions and provisions thereof, including for obtaining provisional relief. With regard to disputes between SUBO INTERNATIONAL and Purchasers based in Germany, the German court in the location where the Purchaser is domiciled will also be competent.

19 Filing

- 19.1 These Terms and Conditions have been filed with the Chamber of Commerce in The Netherlands, company registration 57815194.