

# General Terms and Conditions | Beadts Business Development B.V.

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## ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, each starting with a capital letter, have the meanings set out below.

1. **Beadts:** the private company with limited liability Beadts Business Development B.V., the user of these general terms and conditions, having its registered office at Strijdbijl 19, 6641 HP Beuningen (Gelderland), the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce under number 99928787.
2. **Counterparty:** any natural or legal person, at least acting for purposes that fall within her business or professional activities, with whom Beadts has concluded or intends to conclude an Agreement.
3. **Parties:** the parties to the agreement; Beadts and the Counterparty jointly.
4. **Agreement:** any agreement concluded between Parties under which Beadts has undertaken towards the Counterparty to provide Services and/or to supply Products.
5. **Services/Service Provision:** the services to which Beadts has committed towards the Counterparty under the Agreement, which may include, without limitation and in the broadest sense of the term, business development, advice and support regarding production and development trajectories, guidance with respect to technical and commercial projects, as well as other forms of business development and process optimization.
6. **Products:** the goods (tangible objects susceptible to human control) to be supplied by or on behalf of Beadts under the Agreement, irrespective of whether these are sold separately or supplied by or on behalf of Beadts in connection with the Service Provision. Products may, for example, include shock-absorbing plates and, within the scope of the Service Provision, prototypes and molds (matrijzen) manufactured according to the Counterparty's specifications.
7. **Offer:** an oral or Written offer by Beadts addressed to the Counterparty with the intent that an Agreement will be concluded upon acceptance thereof by the Counterparty, which may include, without limitation, a quotation from Beadts, a contract drawn up by Beadts for signature, but also an oral proposal.
8. **Written/Writing:** communication in writing, communication by e-mail or any other form of communication which, in view of the state of the art and generally accepted standards in society, can be equated therewith.

## ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every Offer, every Agreement and all legal relationships arising therefrom between Parties.
2. The applicability of any general terms and conditions of the Counterparty, by whatever name designated, is expressly rejected.
3. Deviations from the provisions of these general terms and conditions may only be made expressly and in Writing. If and to the extent that what Parties have expressly and in Writing agreed deviates from the provisions of these general terms and conditions, what Parties have expressly and in Writing agreed shall prevail.
4. The nullification or invalidity of one or more provisions of these general terms and conditions or of the Agreement as such shall not affect the validity of the remaining provisions. In such a case, Parties are obliged to enter into mutual consultations in order to agree on a substitute arrangement with regard to the affected provision. In doing so, the purpose and intent of the original provision shall be observed as much as possible.

## ARTICLE 3. | OFFER AND CONCLUSION OF AGREEMENTS

1. Every Offer is without obligation, even if it is stated that the Offer is valid for a certain period. Beadts may still revoke his Offer with immediate effect, or at least as soon as possible after its acceptance by the Counterparty.
2. The Counterparty cannot derive any rights from an Offer that contains an obvious error or mistake. Nor can the Counterparty derive any rights from an Offer that is based on incorrect or incomplete data provided by the Counterparty.
3. Without prejudice to the provisions of paragraph 1, each Agreement is concluded at the moment the Offer, in the manner possibly designated for that purpose by Beadts, is accepted by the Counterparty. If the Counterparty's acceptance deviates from the Offer, the Agreement shall not be concluded in accordance with this deviating acceptance unless Beadts indicates otherwise.
4. If, following an Agreement concluded orally, Beadts provides the Counterparty with a Written confirmation thereof, that confirmation shall be deemed to correctly and completely reflect the Agreement unless the Counterparty has submitted a substantiated Written complaint in this regard within two working days after receipt of the confirmation.

5. If the Counterparty concludes the Agreement (also) in the name of another natural or legal person, she declares by entering into the Agreement that she is authorized to do so. The Counterparty is jointly and severally liable together with this (legal) person for the performance of the obligations under that Agreement.

#### **ARTICLE 4. | TERM, TERMINATION AND CANCELLATION OF AGREEMENTS**

1. The Agreement ends upon completion of the Services and/or delivery of the Products (defined assignment and/or delivery) or upon expiry of the fixed term for which it was entered into, unless the nature and/or scope of the Agreement implies that it was entered into for an indefinite period.
2. If the Agreement has been entered into expressly and in Writing for a fixed term, the Agreement shall end by operation of law upon expiry of that term. Parties may agree to expressly renew such an Agreement, whether or not under amended conditions.
3. An Agreement entered into for an indefinite period ends by Written notice by e-mail or otherwise in Writing, subject to a notice period of three months.
4. If the Counterparty proceeds to early cancellation of the Agreement or fails to observe any applicable notice period, Beadts is entitled to claim compensation for the full loss of revenue resulting from the cancellation, reduced by any savings demonstrably made by the Counterparty which have arisen for Beadts as a direct consequence of the cancellation.

#### **ARTICLE 5. | GENERAL OBLIGATIONS OF THE COUNTERPARTY**

1. The Counterparty is responsible for the timely provision of all data (including any documents) that are reasonably relevant to the setup and performance of the Agreement. “Timely” means within the period stated by Beadts or, in the absence thereof, as soon as reasonably required for the performance of the Agreement.
2. If Beadts provides the Services at the Counterparty’s premises or another location designated by her, the Counterparty shall ensure that Beadts can use free of charge all items and facilities reasonably desired by him at the location where the Services are performed.
3. If, for the performance of the Agreement, the Counterparty provides Beadts with data protected under the Copyright Act or any other intellectual property right, the Counterparty warrants that no infringement is made of third-party intellectual property rights. The Counterparty must therefore inform Beadts in a timely, clear and comprehensive manner and in Writing of any restriction which Beadts must take into account in this regard. The Counterparty indemnifies Beadts in and out of court against all consequences arising from the use of the said data for the purposes for which the Counterparty has provided these data to Beadts under the Agreement.
4. In connection with the performance of Services, the Counterparty warrants the timely obtaining of any permits from public authorities and any approvals from other third parties that may be required. The Counterparty indemnifies Beadts against all claims (from third parties) due to the absence thereof.

#### **ARTICLE 6. | THIRD PARTIES**

1. Beadts is entitled to have the Agreement performed in whole or in part by third parties (subcontracting). Articles 7:404 and 7:407(2) of the Dutch Civil Code (Burgerlijk Wetboek, “DCC”) do not apply to the Agreement.
2. Beadts is not liable—except to the extent that the law under the given circumstances imperatively precludes this—for any act or omission of third parties as referred to in the previous paragraph. In the event that the exclusion of this vicarious liability for non-subordinate auxiliaries is not legally enforceable, it remains possible that the said third parties have contractually limited their liability towards Beadts. In such cases, Beadts assumes, and hereby stipulates where necessary, that the Agreement concluded with him includes the authority to accept such a limitation of liability also on behalf of the Counterparty.
3. Under no circumstances does Beadts accept any liability for damage arising as a consequence of an act or omission of third parties, or defects in items of third parties, with whom the Counterparty herself has concluded an agreement, not even if this occurred through the intermediation of or on the advice of Beadts.
4. These general terms and conditions are also stipulated for the benefit of any third parties as referred to in paragraph 1. Consequently, these third parties may, insofar as the right to performance of the provisions by their nature or scope cannot be reserved exclusively to Beadts, invoke the provisions of these general terms and conditions against the Counterparty, and these general terms and conditions shall also apply with respect to these third parties as if they, instead of Beadts, were themselves a party to the Agreement.

#### **ARTICLE 7. | TERMS**

1. Any performance and delivery periods to which Beadts has committed towards the Counterparty are indicative, non-fatal periods. Beadts is not in default until after the Counterparty has put Beadts in default in Writing, specifying a reasonable period for performance, and Beadts remains in default after expiry of the aforesaid period.

2. If, for the performance of the Agreement, Beadts depends on data to be provided by the Counterparty or on efforts to be made otherwise, and such data are not provided in time and/or such efforts are not made in time, Beadts is entitled to suspend performance of the Agreement for the duration of the delay.
3. Only if and to the extent justified by Beadts's default does such default entitle the Counterparty to terminate (by dissolution) that part of the Agreement to which the default relates, but never to additional or substitute damages.

#### **ARTICLE 8. | FURTHER PROVISIONS REGARDING SERVICE PROVISION**

1. Beadts shall provide agreed Services to the best of his knowledge and ability and in accordance with the standards that may be expected of a competent professional. Unless it unambiguously follows from the nature and/or scope of the Service Provision that an obligation to achieve a result exists, Beadts is committed solely to a best-efforts obligation and is not liable for the non-achievement of any result envisaged by the Counterparty.
2. By entering into the Agreement, Parties do not intend to enter into an employment agreement within the meaning of Article 7:610 et seq. DCC; Parties intend solely to contract with each other on the basis of a contract for services within the meaning of Article 7:400 DCC. A deemed employment relationship as referred to in Articles 2b and 2c of the Wage Tax Implementation Decree 1965 (Uitvoeringsbesluit Loonbelasting 1965) and Articles 1 and 5 of the Decree designating cases in which an employment relationship is deemed to exist (Besluit van 24 december 1986, Stb. 1986, 655) is also excluded.
3. Beadts independently schedules and organizes the Service Provision. However, insofar as necessary for the performance of the Agreement, coordination with the Counterparty will take place in the event of cooperation with others so that this will proceed optimally.
4. In performing the Services, Beadts is entirely independent. He provides the Services at his own discretion and without supervision or direction from the Counterparty. The Counterparty may, however, give directions and instructions regarding the desired result of the Services.
5. The Counterparty agrees that Beadts may also provide services for other clients.

#### **ARTICLE 9. | DELIVERY OF PRODUCTS**

1. Delivery of Products shall take place at the place and in the manner agreed for that purpose. In the event of delivery by carrier, transport costs shall be borne by the Counterparty.
2. In the event of exceeding the agreed delivery period, the Counterparty is not entitled to refuse to accept Products and/or to refuse to pay the price owed by her to Beadts under the Agreement.
3. Delivery of Products takes place Ex Works (EXW) in accordance with the most recent version of the Incoterms. The risk of loss and damage to Products passes to the Counterparty at the moment when they are ready for delivery at the premises of Beadts or his supplier from where direct delivery to the Counterparty takes place.
4. Notwithstanding the provisions of the previous paragraph, in the case of delivery Ex Works, Parties may agree that Beadts or his supplier will arrange for transport. In that case, the risk of loading, transport and unloading shall likewise rest with the Counterparty.
5. If Products could not be delivered to the Counterparty, or not delivered in time, as a result of a circumstance attributable to the Counterparty, Beadts is entitled to (have) the Products stored for the account of the Counterparty at storage costs to be reasonably determined, without prejudice to the Counterparty's obligation to pay the amount owed by her to Beadts under the Agreement. The additional costs incurred in connection with the Counterparty's failure to take delivery, or failure to do so in time, as referred to here, shall also be borne by the Counterparty. The foregoing is without prejudice to Beadts's right to terminate the Agreement in whole or in part for this reason in accordance with Article 12.

#### **Inspection and complaints**

6. Upon delivery, or immediately thereafter, the Counterparty must (have) examined whether the nature and the quantity of the Products are in accordance with the Agreement and whether the Products are free of damage and defects.
7. Acceptance of the Products by or on behalf of the Counterparty constitutes unconditional acceptance thereof and implies that the Products, as to nature and quantity, are in accordance with the Agreement and are free of damage and defects.
8. After acceptance as referred to in the previous paragraph, the Counterparty no longer has any right based on alleged damage or defects in the delivered Products. Beadts provides no warranty whatsoever with respect to the delivered Products, unless expressly and in Writing agreed otherwise. The foregoing is without prejudice to the rights that the Counterparty may derive from mandatory provisions on product liability.
9. In any event, Beadts is never liable for defects in the delivered Products that are the result of a cause arising from outside after delivery. This non-exhaustively includes: external damage, natural wear and tear, improper or unskilled handling or processing of the Products, improper or unskilled use, and the making of changes or other modifications to the Products.

10. Return of Products is permitted only with prior Written permission from Beadts and, in that case, shall be entirely at the expense and risk of the Counterparty.

#### **ARTICLE 10. | COMPLAINTS REGARDING SERVICE PROVISION**

1. Complaints about the Service Provision must be reported to Beadts in Writing and with reasons within five working days after discovery of the error or shortcoming presumed by the Counterparty, or at least the moment at which it could reasonably have been discovered.
2. If the Counterparty fails to complain in time and/or with reasons, no obligation or liability of any kind on the part of Beadts shall arise from such a complaint by the Counterparty.
3. Even if the Counterparty complains in time, the Counterparty's obligation to make timely payment to Beadts remains.

#### **ARTICLE 11. | FORCE MAJEURE**

1. Beadts is not obliged to perform any obligation under the Agreement if and for as long as he is hindered from doing so by a circumstance which, pursuant to the law, a legal act or generally accepted standards in society, cannot be attributed to him (force majeure). Force majeure includes, in addition to what is understood thereby in law and case law: technical failures, delays attributable to suppliers or manufacturers, fire, accident or illness of personnel, transport restrictions, government measures, power failures, disruptions in communication connections and the like, as a result of which performance of the Agreement is permanently or temporarily impossible or is seriously impeded.
2. Insofar as the force majeure situation makes performance of the Agreement permanently impossible or lasts longer than three months, Parties are entitled to terminate (by dissolution) the Agreement with immediate effect for that part to which the force majeure situation relates.
3. If, at the onset of the force majeure situation, Beadts has already partially fulfilled his obligations, or can only partially fulfill his obligations, he is entitled to invoice the part already performed, respectively the still performable part of the Agreement, separately as if there were a separate Agreement.
4. Damage as a result of force majeure shall, without prejudice to the application of the previous paragraph, never be eligible for compensation.

#### **ARTICLE 12. | SUSPENSION AND TERMINATION (DISSOLUTION)**

1. Beadts is authorized to suspend further performance of the Agreement if and for as long as the Counterparty fails to fulfill her obligations under the Agreement (including the provisions of these general terms and conditions).
2. Beadts is authorized to terminate (by dissolution) the Agreement in whole or in part with immediate effect if the Counterparty does not, not in time or not fully comply with her obligations under the Agreement. If performance of the obligations of the Counterparty in respect of which she is in default is not permanently impossible, the power to terminate arises only after the Counterparty has been put in default by Beadts in Writing, specifying a reasonable period within which the Counterparty can (still) perform her obligations, and performance has still not been forthcoming after expiry of the aforesaid period. The foregoing does not apply if Beadts must infer from a statement by the Counterparty that the Counterparty will fail to perform, in which case a notice of default would be pointless and termination may take place without notice of default.
3. The provisions of the previous two paragraphs apply unless the Counterparty's breach, in view of its special nature or minor significance, does not reasonably justify such suspension and/or termination with its consequences.
4. Unless the Counterparty has already fully fulfilled her (future) payment obligations towards Beadts, Beadts is entitled to terminate the Agreement in whole or in part with immediate effect if the Counterparty is in a state of bankruptcy, any attachment has been levied on her assets or she is otherwise unable to freely dispose of her assets.
5. Furthermore, Beadts is entitled to terminate the Agreement in whole or in part if circumstances arise of such a nature that performance of the Agreement is impossible or unaltered continuation thereof cannot reasonably be required of him.
6. The Counterparty shall never be entitled to any form of compensation in connection with the suspension and/or termination right exercised by Beadts under this Article.
7. If the ground that led to suspension or termination of the Agreement is attributable to the Counterparty (which, only in the case of paragraph 5, need not always be the case), Beadts is entitled to compensation from the Counterparty for the damage thereby suffered by Beadts.
8. If Beadts terminates the Agreement under this Article, any outstanding claims against the Counterparty become immediately due and payable.

#### **ARTICLE 13. | PRICES, COSTS AND PAYMENTS**

1. The Offer states the applicable hourly rate, the fixed price and/or any commission and/or bonus fee. With regard to additional costs, the Counterparty owes Beadts:

- a mileage allowance of €0.40 per kilometer, unless expressly and in Writing agreed otherwise;
  - travel expenses other than in connection with transport by private car, accommodation and parking costs, based on the actual costs incurred (subsequent calculation);
  - other costs arising from additional performances to be carried out by Beadts at the request of the Counterparty, also on the basis of subsequent calculation.
2. All amounts stated by Beadts and owed by the Counterparty to Beadts are exclusive of VAT.
  3. Prices offered by Beadts are based on the facts and circumstances known to Beadts at the time such prices were offered to the Counterparty. If, between the moment the Agreement is concluded and delivery takes place, increases occur in cost-determining factors, such as increases in purchase prices or wages, Beadts shall be entitled to pass these price increases on to the Counterparty.
  4. Without prejudice to any payment arrangements expressly and in Writing agreed, Beadts is entitled to require the Counterparty to make payment in advance in whole or in part. In the case of an Agreement with a term longer than one month, invoicing shall take place monthly.
  5. Beadts is not obliged to (further) perform the Agreement for as long as the Counterparty is in default with the fulfillment of a payment obligation resting on her and already due and payable towards Beadts.
  6. Beadts is not obliged to process a new Product order from the Counterparty as long as payment for a previous order has not been made in full by the Counterparty.
  7. Payments must be made by bank transfer within the period stated by Beadts on the relevant invoice. In the case of post-payment, Beadts applies a payment term of 14 days after the invoice date, unless expressly and in Writing agreed otherwise.
  8. Beadts is entitled to make invoices due to the Counterparty available to her exclusively by e-mail.
  9. If the Counterparty is in a state of bankruptcy, has applied for (provisional) suspension of payments (surseance van betaling), any attachment has been levied on her assets, in cases where the Counterparty is otherwise unable to freely dispose of her assets, or if Beadts has well-founded fear that the Counterparty will not fulfill her payment obligations in time, the claims against the Counterparty become immediately due and payable.
  10. If timely payment is not made, the Counterparty shall be in default by operation of law. From the day the Counterparty's default commences, the Counterparty owes, on the outstanding amount, interest of 2% per month, whereby part of a month is deemed to be a full month.
  11. All reasonable costs—such as judicial, extrajudicial and enforcement costs—incurred to obtain amounts owed by the Counterparty shall be borne by the Counterparty.

#### **ARTICLE 14. | LIABILITY AND INDEMNITY**

1. The Counterparty bears the damage caused by inaccuracies in the Services assigned by her, inaccuracies or incompleteness in the methods required by the Counterparty and/or data provided, any other failure to perform the obligations of the Counterparty arising from law or the Agreement, as well as any other circumstance not attributable to Beadts.
2. Beadts is not liable for damage arising from improper or unskilled use of the Products, use contrary to the agreed or the specifications and instructions provided by Beadts or the relevant manufacturer or supplier, improper storage or maintenance, modifications or repairs by the Counterparty or third parties, or by processing or resale of the Products by the Counterparty contrary to the agreed purpose.
3. The Counterparty indemnifies Beadts against all third-party claims related to goods placed on the market by or on behalf of the Counterparty in which the Products supplied by Beadts have been processed or applied, unless the Counterparty demonstrates that the damage is solely the result of a defect attributable to Beadts in the Products supplied by him.
4. Beadts accepts no liability for damage resulting from security incidents at the Counterparty or third parties, including but not limited to hacks, data breaches, viruses, interception or misuse of (e-mail) communications, or other forms of unauthorized access or disruption. This applies both in general and in situations where Beadts performs work on the systems, networks or with the equipment of the Counterparty or third parties. Nor is Beadts liable for any damage resulting therefrom.
5. Liability of Beadts for direct or indirect damage, consequential damage, lost profits, losses suffered, missed savings, reduced goodwill, damage due to business interruption, damage resulting from claims by staff or customers of the Counterparty, mutilation or loss of data and all other forms of damage other than those mentioned in the next paragraph, on whatever ground, is excluded.
6. The limitations of liability of Beadts included in these general terms and conditions do not apply if the damage is due to intent or willful recklessness on the part of Beadts or his managerial subordinates, nor to the extent that Beadts's liability arises from mandatory provisions of applicable law that do not allow exclusion or limitation thereof.
7. In the event that, notwithstanding the provisions of the remainder of these general terms and conditions, any liability for damage should nevertheless rest with Beadts, such liability shall be limited to properly providing the Services after all and/or repair or

replacement of the Products, at least with respect to that part of the Agreement to which Beadts's liability relates. If properly providing the Services after all and/or repair or replacement of the Products is not possible or demonstrably pointless, Beadts's liability shall be limited to at most the invoice value of the Agreement, at least that part of the Agreement to which the liability relates, or, if the Agreement has already had a longer term than three months, the portion of the price due over the last three months, it being understood that Beadts's liability shall in any case at all times be limited to at most the amount actually paid out in the relevant case under the liability insurance taken out by Beadts, plus any deductible of Beadts that applies under that insurance.

8. The limitation period for all legal claims against Beadts is 12 months after the arising of the relevant claim, unless the law mandatorily prescribes a longer limitation period.
9. The Counterparty indemnifies Beadts against any third-party claims that suffer damage in connection with the performance of the Agreement and the cause of which is attributable to party/parties other than Beadts. If Beadts is addressed by third parties on that account, the Counterparty is obliged to assist Beadts both out of court and in court and to immediately do all that may reasonably be expected of her in that case. Should the Counterparty fail to take adequate measures, Beadts is entitled, without notice of default, to proceed thereto himself. All costs and damage thereby incurred by Beadts and third parties shall be entirely for the account and risk of the Counterparty.

#### **ARTICLE 15. | RETENTION OF TITLE**

1. All Products delivered by Beadts remain the property of Beadts until the Counterparty has fulfilled all payment obligations under the relevant Agreement.
2. The Counterparty is prohibited from selling, pledging or otherwise encumbering the Products subject to retention of title.
3. If third parties levy attachment on the Products subject to retention of title, or wish to establish or assert rights thereon, the Counterparty is obliged to inform Beadts thereof as soon as possible.
4. The Counterparty grants unconditional permission to Beadts or third parties designated by Beadts to enter all places where the Products subject to retention of title are located. Beadts is entitled to take back the Products referred to here. All reasonable costs associated therewith shall be borne by the Counterparty.
5. If, after the Products have been delivered to her, the Counterparty has fulfilled her obligations, the retention of title in respect of these Products shall revive if the Counterparty fails to fulfill her obligations under a subsequently concluded Agreement.

#### **ARTICLE 16. | CONFIDENTIALITY**

1. Parties undertake to maintain strict confidentiality regarding all information, in whatever form, which they obtain from each other in the context of performing the Agreement and which they know or reasonably should understand to be confidential. The duty of confidentiality applies both during and after termination of the Agreement. Confidential information may only be provided to third parties or staff as referred to in paragraph 4 to the extent necessary for the performance of the Agreement, provided that such third parties or staff are bound by an identical duty of confidentiality.
2. Confidential information shall in any event, but not exclusively, mean: all non-public information concerning (potential) customers and other relations of Parties, files, pricing arrangements and invoices, methods, internal matters such as policy, strategy, marketing and acquisition activities and plans, know-how, financial data, and the content and terms of agreements concluded between Parties.
3. The obligation of confidentiality does not apply insofar as disclosure of the relevant information is required by law or a court order, or insofar as the other Party has expressly and in Writing given prior consent to disclosure.
4. Both Parties warrant that any third parties or staff engaged by them in the performance of the Agreement are imposed the same confidentiality obligations as referred to in this Article.

#### **ARTICLE 17. | INTELLECTUAL PROPERTY**

1. All intellectual property rights, including but not limited to copyrights, design rights, trademark rights, patent rights and know-how, that rest on or arise from works, methods, plans, reports, advice, calculations, drawings, designs, prototypes, software, documentation, analyses and other materials or data carriers developed or made available by Beadts in the context of the Agreement, remain the property of Beadts or his licensors.
2. The Counterparty acquires only the non-exclusive and non-transferable rights of use that are necessary for the intended use of the Services and/or Products within the scope of the Agreement. Unless expressly and in Writing agreed otherwise, the Counterparty is prohibited from reproducing, disclosing or exploiting these works, materials or knowledge in any way whatsoever, whether or not through third parties.
3. Intellectual property rights that rest on data, materials, designs, specifications or other works provided to Beadts by or on behalf of the Counterparty shall remain with the Counterparty or the relevant right holder. Beadts acquires only the rights of use necessary for the performance of the Agreement in respect thereof.

4. If and to the extent that Beadts is prepared to transfer intellectual property rights to the Counterparty, any such transfer shall be made only expressly and in Writing and on the condition that the Counterparty has fulfilled all her (payment) obligations under the Agreement.
5. An infringement of this Article attributable to the Counterparty obliges the Counterparty to compensate the damage thereby suffered by Beadts, without prejudice to the right of Beadts to demand the immediate cessation and undoing of the infringement, insofar as this is reasonably possible.

**ARTICLE 18. | FINAL PROVISIONS**

1. Beadts is at all times entitled to transfer his rights and obligations under the Agreement to a third party, for example in the event of a change in his legal form.
2. Dutch law exclusively applies to every Agreement and all legal relationships arising therefrom between Parties.
3. Before possibly bringing the matter before the court, Parties are obliged to make every effort to resolve the dispute by mutual consultation.
4. Only the competent court within the district of the Gelderland District Court (Netherlands) is designated in the first instance to take cognizance of any legal disputes between Parties, without prejudice to the right of Beadts to designate another court competent under the law.
5. If these general terms and conditions are available in multiple languages, the Dutch-language version shall at all times be decisive for the interpretation of the provisions contained therein.