

General terms and conditions Teckentrup B.V.

1. Definitions

In these general terms and conditions ("General Terms and Conditions") the following terms shall have the following meanings unless expressly stated otherwise.

Teckentrup: Teckentrup B.V. having its registered office in (7483 PG) Haaksbergen, at Elektrostraat 12, registered in the Trade Register of the Chamber of Commerce under number 56801912.

Other Party: Client, purchaser or any person entering into an agreement with Teckentrup for the delivery of goods and services by Teckentrup.

Agreement: Any agreement concerning the delivery of goods and services by Teckentrup.

2. Applicability

2.1. To all offers, assignments, transactions and agreements of Teckentrup, respectively its legal successor(s), these General Terms and Conditions shall apply to the exclusion of any other general terms and conditions.

2.2. These General Terms and Conditions shall also apply to all Agreements with Teckentrup, the performance of which requires the involvement of third parties. All rights and claims as stipulated in these General Terms and Conditions and in any further agreements for Teckentrup shall also be stipulated for the benefit of the employees and management of Teckentrup and any agents and other third parties engaged by Teckentrup.

2.3. Applicability of the general terms and conditions of any party other than Teckentrup is hereby excluded. General terms and conditions of the Other Party are expressly rejected by Teckentrup. The general terms and conditions of the Other Party shall apply only when expressly accepted by Teckentrup with written or electronic confirmation by e-mail. In these General Terms and Conditions electronic communication by e-mail shall also be deemed to be in writing.

2.4. If on any point these General Terms and Conditions conflict with an offer, quotation or Agreement, the text of the offer, quotation or Agreement shall prevail on that point.

2.5. Deviation from any of the provisions of these General Terms and Conditions may only be made in writing with the express consent of Teckentrup, in which case the remaining provisions shall remain in full force and effect.

2.6. If any of the provisions of these General Terms and Conditions are invalid or unenforceable, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.

2.7. If Teckentrup does not always require strict performance of these Terms and Conditions, this shall not mean that the provisions thereof shall not apply or that Teckentrup shall to any extent lose the right to require strict performance of the provisions of these Terms and Conditions in other cases.

2.8. The most recent Terms and Conditions as amended from time to time shall always apply.

3. Provision of information and co-operation

3.1. The Other Party shall timely provide Teckentrup with all documents, information and contacts in the form required by Teckentrup that are necessary for the proper performance of the Agreement by Teckentrup.

3.2. Teckentrup shall not be liable for damages of any kind due to the fact that Teckentrup relied on incorrect and/or incomplete information provided by the Other Party.

3.3. The Other Party shall bear the risk when Teckentrup did not receive, accurately, timely or completely, its information and communications.

3.4. Teckentrup shall have the right to suspend the performance of the Agreement until such time as the Other Party has complied with the obligation mentioned in paragraph 1 of this Article.

3.5. All models, images and drawings shall remain the property of Teckentrup and must be returned to Teckentrup by the Other Party on first demand.

4. Formation of an Agreement

4.1. Agreements, no matter how named, shall only come into existence after explicit acceptance by Teckentrup. Such

express acceptance shall appear from a written confirmation by Teckentrup or from the fact that Teckentrup executes the Agreement, unless otherwise stated below.

4.2. The Other Party may make an offer to Teckentrup to enter into an Agreement. Teckentrup shall not be bound by such offer except upon express written acceptance of the offer.

4.3. The offers, prices and conditions made by Teckentrup shall be without obligation unless otherwise expressly stated. The offers, prices and conditions are valid for 30 days from the date of the offer, unless otherwise indicated. Teckentrup shall only be bound by the offers, prices and conditions if the acceptance thereof is confirmed by the Other Party within 30 days, unless otherwise indicated.

4.4. If the acceptance deviates from the offer included in the quotation, Teckentrup shall not be bound by it. The Agreement shall not be concluded in accordance with this deviating acceptance, unless Teckentrup explicitly indicates otherwise.

4.5. A combined offer shall not oblige Teckentrup to execute any part of what is stated in the offer at a corresponding part of the stated price. Each offer or quotation shall constitute one indivisible whole, unless otherwise agreed.

5. Offers, prices and conditions of Teckentrup

5.1. Quotations, prices and conditions of Teckentrup are based on the information provided by the Other Party. The Other Party warrants that to the best of its knowledge it has provided all essential information for the design, execution, completion and performance of the Agreement.

5.2. Quotations can be provided both in writing and via electronic traffic.

5.3. The prices (also in the mentioned quotations) are exclusive of VAT, unless otherwise stated. For all costs related to transportation, reference is made to Article 9.

5.4. The amounts in quotations are net amounts, unless stated otherwise on the quotation.

5.5. Quotations and offers are always made on the basis of the prices as in force at the time the Agreement was entered into. Teckentrup shall be entitled to change the price agreed with the Other Party proportionately, if and to the extent that the period between the date of the offer by Teckentrup and acceptance by the Other Party exceeds a period of three months and the prices and costs mentioned in the offer have changed during that period, after said period.

5.6. Teckentrup cannot be held to its quotations or offers if the Other Party can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.

5.7. An offer or quotation shall lapse if the product to which the offer or quotation relates is no longer available in the meantime.

5.8. Quotations do not automatically apply to future Agreements.

5.9. Teckentrup shall have the right - without prior written notice - to increase as of January 1 of each calendar year the rate agreed in the offer by up to the percentage of inflation in the preceding year provided by the CBS.

5.10. Teckentrup shall be entitled to increase prices beyond inflation in case of price increases (e.g. cost price factors). The Other Party shall be entitled to dissolve the Agreement if the increase exceeds 10% annually. The Other Party shall not be entitled to rescind if the authority to increase the rate arises from a power under the law.

5.11. Teckentrup shall notify the Other Party in writing of the intention to increase the price pursuant to Article 5.10. Teckentrup shall thereby indicate the extent of and the date on which the increase shall take effect.

5.12. If the Other Party does not wish to accept the increase in the price notified by Teckentrup, the Other Party shall have the right to notify Teckentrup of its objections in writing within two weeks from the said notification, failing which the price increases shall be deemed to be accepted by the Other Party.

5.13. Teckentrup shall have the right to increase prices in case of adverse change of exchange rates of orders placed abroad, all this with due observance of the relevant existing legal provisions, without prejudice to the right of the Other Party to

terminate the Agreement in case of price increases exceeding 10%.

5.14. Teckentrup shall in principle not charge any costs for budgeting and planning. However, if a concluded Agreement is terminated prematurely by the Other Party, Teckentrup shall be entitled to charge the Other Party the said costs and other costs incurred at a customary rate.

6. Performance of the Agreement, assembly and the involvement of third parties in it

6.1. Teckentrup shall perform an Agreement to the best of its knowledge, expertise and ability.

6.2. The applicability of Sections 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code is expressly excluded.

6.3. To the extent required for the proper performance of the Agreement, Teckentrup has the right to have (parts of) the Agreement, including the assembly work, performed by third parties.

6.4. Teckentrup accepts no liability for the work performed by a third party insofar as it has itself entered into an agreement with the Other Party.

6.5. If it is agreed that the Agreement shall be performed in stages, Teckentrup may suspend performance of those parts belonging to a subsequent stage until the Other Party has approved in writing the results of the preceding stage.

6.6. If any work is performed by third parties engaged by Teckentrup or the Other Party in the context of the Agreement at the location of the Other Party or a location designated by the Other Party, the Other Party shall provide free of charge the facilities reasonably required by such employees.

6.7. If Teckentrup and the Other Party have also made arrangements in connection with the Agreement with respect to assembly work to be performed by Teckentrup, then in addition to these General Terms and Conditions the delivery and assembly terms of Teckentrup shall also apply to the Agreement. Teckentrup's terms of delivery and assembly are attached to these General Terms as Annex A and shall be delivered to the Other Party together with the General Terms.

7. Alteration of the Agreement and additional work or delivery

7.1. Any (interim) amendments or additions to the Agreement required by the Other Party must be notified to Teckentrup in writing.

7.2. Teckentrup shall only be bound to implement the amendments insofar as it has accepted the additional arrangements or amendments in writing.

7.3. If by action or at the request of the Other Party interim amendments to the Agreement arise, Teckentrup shall, after accepting the additions or amendments, make the necessary adjustments in consultation with the Other Party.

7.4. If the amendments or additions to the Agreement result in additional work or additional delivery, this shall be charged to the Other Party as an additional Agreement. Teckentrup shall be entitled to charge the Other Party for the additional costs of amending the Agreement.

7.5. Additional work or additional delivery shall be calculated on the basis of the pricing factors applicable at the time the additional work or additional delivery is performed.

7.6. The Other Party accepts that the delivery time as agreed in the Contract may be affected if the parties decide to change the approach, working method or scope of the Contract in the interim. Any adverse consequences thereof will be at the Other Party's risk.

8. Contract term and execution period

8.1. The delivery time shall always be deemed to have been agreed upon approximately. An indication of the delivery time shall be stated on Teckentrup's confirmation of the order.

8.2. If within the term of the Agreement a term as referred to above has been agreed by Teckentrup for the delivery of goods, this shall never be a final deadline (*Dutch: "fatale termijn"*). If the term of performance is exceeded the Other Party shall give written notice of default to Teckentrup.

9. Delivery and risk

9.1. The delivery of goods shall take place at the address of the Other Party, unless otherwise agreed in writing. The

moment of delivery shall be deemed to be the moment when the goods are unloaded at the agreed place. An item is unloaded when it has been removed from the means of transport by the carrier and has reached solid ground. The Other Party is obliged to ensure that the unloading place is well and directly accessible for transport. At and during unloading, the Other Party shall provide all necessary assistance. The Other Party is responsible for making the necessary loading, unloading and hoisting equipment available, unless the parties have agreed otherwise in this respect.

9.2. For the purpose of transport Teckentrup shall engage a transport company.

9.3. The risk of loss of or damage to the goods that are the subject of the Agreement shall pass to the Other Party at the time of delivery pursuant to clause 9.1.

9.4. If the Other Party has not taken delivery of the goods after expiry of the delivery period - for any reason whatsoever - Teckentrup shall store the goods for the account and risk and at the expense of the Other Party.

9.5. Teckentrup shall be entitled to deliver in parts, which parts may be invoiced separately. If and as long as the Other Party fails to comply with one or more conditions (including payment) of the Agreement, Teckentrup shall be entitled without notice of default and without judicial intervention to suspend the remaining deliveries or to dissolve the Agreement, without prejudice to its right to damages, interest and costs.

9.6. The Other Party shall be obliged to accept the delivery under the concluded Agreement.

9.7. Custom-made products or customer-specific products can never be returned to Teckentrup. Goods delivered in conformity with the Agreement cannot be returned to Teckentrup by the Other Party either. Only with Teckentrup's written consent the return of the latter goods is possible. This shall always be subject to the following conditions: a) the goods must be undamaged; b) the goods must be in their original packaging; c) the costs of shipment shall be for the account of the Other Party; and d) the payments made by the Other Party shall be returned by Teckentrup after she has received the goods in return, with the exception of 20% of the net purchase value.

10. Terms of payment

10.1. Payment by the Other Party must be made within thirty days from the date of invoice to the account number stated on the invoice in the name of Teckentrup B.V., unless otherwise agreed in writing by the Other Party and Teckentrup.

10.2. Any objections to the amount of the invoice shall, on penalty of expiry, be notified by the Other Party to Teckentrup in writing and duly motivated, within two weeks from the date of the invoice. If the Other Party does not respond within this period, the invoice shall be deemed approved. Objections to the amount of the invoice shall not suspend the payment obligation.

10.3. The value date adopted by the bank shall be considered the payment date.

10.4. Payment to subordinates of Teckentrup who do not have power of attorney cannot be made in full discharge.

10.5. Teckentrup shall at all times be entitled before entering into the Agreement or performing its obligations under the Agreement to set the condition that an advance payment shall be made by the Other Party, that the entire invoice shall be paid in advance and/or otherwise require security for payment by the Other Party.

10.6. Payment can never be made conditional on defective delivery, performance of any warranty obligation, any liability of Teckentrup to the Other Party etc. After the Agreement between Teckentrup and the Other Party has been concluded the agreed amount shall therefore be due by the Other Party in full.

10.7. After the due date the Other Party shall be in default and Teckentrup shall be entitled to charge statutory commercial interest plus 2% per month. The interest on the due and payable amount shall be calculated from the moment the

Other Party is in default until the moment of payment of the full amount, whereby a part of the month shall be considered as the whole month. The costs of a reminder, demand for payment and summons on account of the default of the Other Party shall each time amount to €100.00 to be borne by the Other Party, such without prejudice to Teckentrup's rights under Article 9.5. These costs shall cover Teckentrup's administrative consequences.

10.8. If payment is not made within the payment period, Teckentrup may suspend performance of its obligations under the Agreement until payment is made.

10.9. In case of liquidation, bankruptcy, attachment, suspension of payments or final application of the Natural Persons Debt Rescheduling Act of the Other Party, Teckentrup's claims against the Other Party shall become immediately due and payable.

10.10. Teckentrup shall be entitled to apply the payments made by the Other Party first to reduce the costs, then to reduce the accrued commercial interest and finally to reduce the principal sum and the accrued interest. Teckentrup may, without thereby being in default, refuse an offer of payment if the Other Party indicates a different order of allocation. Teckentrup may refuse full repayment of the principal sum, if this does not also include the accrued and current trade interest as well as the costs.

10.11. If the Other Party fails to fulfil its obligations under the Agreement, all costs incurred for collection will be borne by the Other Party, both judicial and extrajudicial. In any case in such a case 1.5% of the invoice amount shall become due to Teckentrup on the day after the due date for credit costs. If subsequently payment remains unpaid, compelling Teckentrup to start a (extra)judicial collection procedure, the Other Party shall in addition owe Teckentrup in any case 15% of the invoice amount, with a minimum of €125,-, in credit costs. This shall not affect the possibility of claiming extrajudicial costs under Dutch law.

10.12. Payment shall be made without set-off or suspension on any account whatsoever, except insofar as a court judgment has established that the Other Party has an offsettable counterclaim or a ground for suspension.

11. Retention of title

11.1. All goods delivered to the Other Party shall remain the property of Teckentrup until they have been fully paid for by the Other Party.

11.2. All goods delivered by Teckentrup, including any designs, sketches, drawings, films, software, (electronic) files, etc., shall remain Teckentrup's property until the Other Party has fulfilled all obligations under all agreements with Teckentrup.

11.3. The Other Party shall not be entitled to pledge or otherwise dispose of or encumber the goods falling under the retention of title. Goods delivered by Teckentrup that are subject to retention of title by virtue of the provisions in sections 1 and 2 of this Article may only be resold in the ordinary course of business and may never be used as a method of payment. In the event of resale in the context of normal business operations within the meaning of the previous sentence, the Other Party must agree with its buyer by way of a chain clause that, in the event of any disposal and resale by that buyer, the obligations under this article must be fulfilled by a subsequent buyer.

11.4. In case of liquidation, bankruptcy or suspension of payment of the Other Party or if third parties seize the goods delivered under retention of title or wish to create or enforce rights thereon, the Other Party shall immediately notify Teckentrup thereof. Teckentrup shall have the right to immediately claim or take possession of the goods subject to retention of title.

11.5. The Other Party undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage and against theft and to produce the insurance policy for inspection on first demand.

11.6. The retention of title shall also apply to whatever Teckentrup may or shall have to claim from the Other Party under previous or subsequent similar Agreements. The

retention of title shall also apply to the claims that Teckentrup may obtain against the Other Party due to the failure of the Other Party to fulfil one or more of its obligations to Teckentrup under the Agreement.

11.7. In case Teckentrup wishes to exercise its property rights as indicated in this article, the Other Party hereby gives unconditional and irrevocable permission to Teckentrup or third parties to be appointed by Teckentrup to enter all those places where Teckentrup's property is located and to recover those goods.

12. Complaints

12.1. The other party is obliged to inspect the delivered goods immediately after receipt for visible defects and/or damages and, if present, to report these immediately in writing on the consignment note.

12.2. The Other Party may refuse the goods on the ground of serious visible defects and/or damage, whereby it commits itself to immediately put Teckentrup in default in writing.

12.3. Complaints about non-visible defects and/or damages to the (delivered) goods shall, on pain of lapse, be notified by the Other Party to Teckentrup in writing within ten days after delivery. The notice of default and/or complaint must contain a detailed description of the shortcoming so that Teckentrup is able to respond adequately.

12.4. Complaints for alleged damage must be made in writing, on pain of forfeiture of rights, within ten days after the moment when the damage could reasonably first be discovered, without prejudice to Articles 13.5 and 13.7.

12.5. Teckentrup reserves the right not to consider complaints after the expiry of the time limits mentioned in Articles 12.1 to 12.4. The goods delivered by Teckentrup shall then be deemed to comply with the Agreement.

12.6. Slight deviations in colour, quality, quantity, size, finish, etc. deemed permissible in the trade or technically unavoidable shall not constitute grounds for complaint.

12.7. No ground for complaint exists if the Other Party has not correctly observed the instructions for use of the good.

12.8. Complaints regarding goods delivered to third parties will not be accepted if the complaint is submitted by third parties.

12.9. If a complaint is justified, Teckentrup shall be obliged to make replacement goods available or to repair the defect, unless this has already become provably meaningless for the Other Party. The latter must be reported by the Other Party in writing.

12.10. If correct performance of the obligations under the Agreement is no longer possible or useful, Teckentrup shall only be liable within the limits of article 16.

12.11. Return of goods by the Other Party shall take place only with Teckentrup's consent under the conditions set by Teckentrup, without prejudice to Article 13.7.

12.12. Where in respect of one Agreement several goods have been delivered, a complaint in respect of one or more goods (which together do not constitute the entire delivery) shall not affect the purchase of the remaining goods by the Other Party.

12.13. The right to submit complaints shall not affect the Other Party's obligation to pay.

13. Guarantees

13.1. The goods or services to be delivered by Teckentrup shall meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended under normal use. The warranty mentioned in this article shall apply to goods destined for use within the Netherlands. In case of use outside the Netherlands the Other Party itself shall verify whether the goods are suitable for use there and shall comply with the conditions required for such use. Teckentrup may in that case set other warranty and other conditions with respect to the goods to be delivered.

13.2. The warranty mentioned in Article 13.1 shall apply for a period of 12 months after delivery, unless otherwise follows from the nature of the delivered goods or when the parties have agreed otherwise. If the warranty provided by Teckentrup concerns goods produced by a third party, the warranty shall be limited to the warranty provided in that case by the producer of these goods, unless otherwise stated.

13.3. Any kind of guarantee shall lapse if a defect has arisen as a consequence of or arising from injudicious or improper use thereof or incorrect storage or maintenance by the Other Party and/or by third parties when, without Teckentrup's written consent, the Other Party or third parties have made changes or attempted to make changes to the goods, have attached it to other goods that should not have been attached to it or have been processed or treated in any other way than prescribed. Neither shall the Other Party have any claim under the guarantee if the defect has arisen due to or as a result of circumstances beyond Teckentrup's control, including extreme weather conditions, fire, water, wind, salts, bases, acids and abnormal environmental influences.

13.4. Any warranty shall lapse when the Other Party is in default towards Teckentrup.

13.5. The Other Party shall within two days after it has become aware of the defect covered by the warranty notify Teckentrup in writing of the defect and give Teckentrup the opportunity to examine the defect. Teckentrup shall be entitled to engage an expert of its own choice. If the defect is not covered by the warranty, the costs of the expert shall be borne by the Other Party.

13.6. When certain defects are covered by the warranty under this article, Teckentrup may deliver the parts concerned or repair the defect. The Other Party shall allow Teckentrup a reasonable time to do so. A warranty period of six months after delivery shall apply to newly delivered parts.

13.7. After expiry of the warranty period, all costs for repair or replacement, including administration, delivery costs and call-out charges, will be charged to the Other Party.

14. Suspension and dissolution

14.1. Teckentrup is authorised to suspend the fulfilment of the obligations under the Agreement or to dissolve the Agreement if:

- The Other Party does not or not fully comply with its obligations under the Agreement;
- After the conclusion of the Agreement circumstances come to Teckentrup's knowledge that give good reason to fear that the Other Party will not fulfill the obligations.
- The Other Party is in a state of bankruptcy, has been granted a suspension of payment or the Other Party is dissolved and/or liquidated.
- When concluding the Agreement, the Other Party was requested to provide security for the payment of its obligations under the Agreement and this security is not provided or is insufficient.

- Due to the delay on the part of the Other Party, Teckentrup can no longer be expected to be required to perform the Agreement against the originally agreed conditions.

14.2. If the Agreement is terminated, Teckentrup's claims against the Other Party shall become immediately due and payable. If Teckentrup suspends the performance of the obligations, it shall retain its claims under the law and the Agreement. Teckentrup always retains the right to claim damages.

14.3. If Teckentrup proceeds with suspension or termination, it shall in no way be liable for any compensation for damages and costs incurred in any way.

15. Return of goods provided

15.1. If in the performance of the Agreement Teckentrup has provided goods to the Other Party, the Other Party shall be obliged to return the delivered goods at its written request within 14 days in their original state, free from defects and in their entirety. If the Other Party fails to fulfill this obligation, all resulting costs shall be for its account.

15.2. If, for any reason whatsoever, the Other Party, after due notice, still remains in default with respect to the obligation mentioned under Article 15.1, Teckentrup shall have the right to recover from the Other Party the resulting damages and costs, including replacement costs.

16. Liability

16.1. Teckentrup shall not be liable for any damage suffered by the Other Party as a result of the fact that the Other Party has not provided Teckentrup with any information, or has

provided it incorrectly or incompletely, or has not provided it in time.

16.2. Teckentrup's liability shall be limited to compensation for direct damage which is the direct consequence of an attributable failure in the performance of the Agreement. Such liability for direct damages shall be limited to the amount paid by Teckentrup's liability insurer for the case in question plus any excess to be borne by Teckentrup under the insurance policy.

16.3. The Other Party shall be obliged to take damage limitation measures. Teckentrup shall at all times be entitled, if and insofar as possible, to undo or limit the damages of the Other Party.

16.4. If, for any reason whatsoever, the liability insurer does not pay out, Teckentrup's liability shall be limited to the amount of the invoice amount charged by Teckentrup to the Other Party for the performance of the Agreement. In no event shall the total compensation for damages under this Article 16 exceed € 500,000 (in words: five hundred thousand Euros) per attributable failure. A connected series of culpable failures shall count as one culpable failure.

16.5. Teckentrup shall not be liable for any consequential loss, trading loss or indirect loss resulting from Teckentrup's failure to perform, to perform on time or to perform properly.

16.6. Teckentrup shall not be liable for any damage to goods caused by the failure of the Other Party to observe the instructions for use.

16.7. Teckentrup's liability shall lapse in full if the Other Party has not given written notice to Teckentrup within the period of articles 12.1 to 12.4 after the occurrence of the damage.

17. Indemnities

17.1. The Other Party shall indemnify Teckentrup against claims by third parties relating to intellectual property rights in materials or data provided by the Other Party and used in the performance of the Agreement.

17.2. If the Other Party provides Teckentrup with information carriers, electronic files or software etc., it shall guarantee that the information carriers, electronic files or software are free of viruses and defects.

17.3. The Other Party shall indemnify Teckentrup, as well as its employees and the third parties engaged by Teckentrup, against any claims of third parties in connection with the performance of the Agreement by Teckentrup, insofar as such claims exceed or differ from those to which the Other Party is entitled against Teckentrup.

18. Force Majeure

18.1. Teckentrup shall not be bound to fulfill any obligation under the Agreement in case of force majeure.

18.2. Force majeure shall include, in addition to its definition in law and jurisprudence, stagnation in the supply of materials by its or its suppliers, strikes, extreme weather conditions, failure in the supply or provision of resources, transport impediments, government measures and breach of contract by third parties.

18.3. Teckentrup shall also be entitled to invoke force majeure if the circumstance that obstructs (further) performance occurs after Teckentrup should have fulfilled its obligations.

18.4. Teckentrup may suspend obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, both Teckentrup and the Other Party shall be entitled to terminate the Agreement without any obligation to pay damages to the other party.

18.5. To the extent that at the time of the occurrence of force majeure Teckentrup has already partially fulfilled its obligations under the Agreement or shall be able to fulfill them and the fulfilled respectively to be fulfilled part has independent value, Teckentrup shall be entitled to invoice separately to the Other Party that part already fulfilled respectively to be fulfilled. The Other Party shall be obliged to pay this invoice as if it were a separate Agreement.

19. Confidentiality

19.1. Parties are obliged to keep confidential all confidential information that they have obtained from each other or from

another source in the context of the Agreement. Information shall be considered confidential if the other party has communicated this or if it arises from the nature of the information.

19.2. If, by virtue of any statutory provision or any court order, Teckentrup is obliged to disclose confidential information to third parties designated by law or by the court having jurisdiction, and Teckentrup cannot in this respect invoke any right to refuse to give evidence, recognized or permitted by law or by the court having jurisdiction, then Teckentrup shall not be liable for damages or compensation and the Other Party shall not be entitled to terminate the Agreement on account of any damage resulting from this.

20. Intellectual property and copyright

20.1. Without prejudice to the other provisions of these General Terms and Conditions, Teckentrup reserves the rights and powers that Teckentrup is entitled to under the Copyright Act.

20.2. Models, methodologies and tools developed and/or applied by Teckentrup for the performance of the Agreement are and shall remain the property of Teckentrup. Publication or other forms of disclosure thereof may be made only with Teckentrup's written consent.

20.3. All documents provided by Teckentrup, such as reports, advice, orders, designs, sketches, drawings, software etc. for the benefit of the Other Party, shall be usable by the Other Party and may be reproduced by the Other Party for its own use in its own organization. All documents provided by Teckentrup may not be disclosed by the Other Party or brought to the knowledge of third parties without Teckentrup's prior consent, unless the nature of the documents provided dictates otherwise.

20.4. Teckentrup reserves the right to use the knowledge gained by the performance of the Agreement for other purposes, as long as no confidential information is brought to the knowledge of third parties.

21. Disputes and applicable law

21.1. All disputes arising from the Agreement or any agreements based thereon shall be settled by the competent Dutch court.

21.2. Dutch law shall apply to any Agreement between Teckentrup and the Other Party; also if the Other Party is domiciled or established abroad.

22. Changes

22.1. The latest version of the General Terms and Conditions, as in force at the time of conclusion of the Agreement, shall always apply.