

Ravebo B.V. (trade names: Ravebo BV, Didex, and Madeko International) t Woud 2, 3232 LN Brielle, the Netherlands, Tel. (+31) 0181419419
Filed with the Chamber of Commerce under number 24220080

Article 1. Definitions

In these GTC, the terms and expressions used hereafter are defined as follows:

- a) Supplier: Ravebo B.V. (Ravebo)
- b) Client: any legal or natural person that has entered into or intends to enter into an agreement with Ravebo in the exercise of a profession or business, including their representatives and agents, as well as their legal successors.
- c) Products: all goods and services supplied by Ravebo.
- d) Agreement: any agreement concluded between Ravebo and the Client, as well as each amendment or supplement thereto, including all acts or legal acts for the preparation and/or implementation of the said agreement.
- e) In writing: signed by the person(s) authorised under the articles of association to validly represent the party concerned, unless the term "in writing" is explicitly and unambiguously defined otherwise. In these Terms and Conditions, the term "in writing" shall also be understood to mean electronically.

Article 2. Applicability of these Terms and Conditions

1. These terms and conditions apply to all deliveries of products, services, offers, acceptances and agreements of Ravebo and all ensuing obligations to the Client. Deviating conditions and stipulations, as well as additions to the agreement, shall only apply if and insofar as Ravebo has expressly accepted them in writing.
2. If the Client declares its own General Terms and Conditions applicable to an agreement with Ravebo or refers to them, these General Terms and Conditions shall not be accepted by Ravebo. The applicability of General Terms and Conditions (of delivery and payment) and/or other terms and conditions of the Client is expressly excluded. The General Terms and Conditions of the Client shall only be valid if and insofar as they have been explicitly accepted by Ravebo and this acceptance has been confirmed in writing by Ravebo to the Client.
3. By placing an order, the Client acknowledges to be aware of these terms and conditions and to declare them applicable to the agreement, if Ravebo has communicated the terms and conditions or if reference was made to them in the offers and the order confirmation.
4. When a confirmation from the Client contains terms or conditions that are contrary to these terms and conditions of delivery, they shall be rejected, unless they have been expressly accepted in writing by Ravebo. The Client cannot invoke so-called customary law in this respect.
5. Ravebo shall at all times have the right to unilaterally amend or supplement these Terms and Conditions and/or apply new terms and conditions. Ravebo shall inform the Client of such amendment(s), addition(s) or new terms and conditions 10 working days in advance.
6. The GTC of Ravebo have been communicated to the Client in advance and can be consulted via the website of Ravebo and can also be downloaded from there as a PDF file. These Terms and Conditions will be sent free of charge at the request of the Client.
7. All that is stipulated in these Terms and Conditions and in agreements with Ravebo, shall also be stipulated for intermediaries and other third parties engaged by Ravebo.
8. In the event that the Client applies uniform terms and conditions and these terms and conditions of delivery, the latter shall prevail.

Article 3. Offers

1. All offers, made by or on behalf of Ravebo, shall be entirely without obligation and, if no term is stated, shall be valid for thirty (30) calendar days. An offer without obligation may be accepted in writing by the Client. However, an agreement between Ravebo and the Client shall only be concluded after this acceptance has been confirmed in writing by Ravebo to the Client. Confirmation of the order by Ravebo shall be deemed as fully and accurately representing the agreement if the Client has failed to lodge a protest against it in writing within eight (8) days after it has been sent and before we have commenced execution of the said order.
2. An order placed by the Client, in any form whatsoever, which has been confirmed by Ravebo shall be considered binding.
3. Agreements entered into through the mediation of representatives or intermediaries shall only take effect after written confirmation by Ravebo.
4. In the case of composite offers, there shall be no obligation to deliver a part at a corresponding part of the price stated for the whole.
5. In the absence of an order after the requested quotation, the costs of calculation may only be charged if this has been agreed.
6. Any changes in the execution of the order required by the Client after the order has been issued, must have been communicated by the Client to the supplier in good time and in writing. If they are communicated verbally or by telephone, the risk for the implementation of the changes shall be for the account of the Client.

Changes indicated by the Client shall be binding for the Client once Ravebo has accepted the changes. Acceptance by Ravebo implies a payment obligation for the Client. The Client can then no longer cancel these changes.

Article 4. Prices and price increase

1. Ravebo's prices are based on purchase prices, exchange rates, import duties and other import levies, insurance rates, freight rates, taxes, margin schemes and other price-determining factors applicable at the time of offer.
2. Unless stated otherwise, prices quoted are exclusive of turnover tax, any other taxes and/or levies. If after three (3) months after the conclusion of the agreement there is a change in, inter alia - but not limited to - statutory regulations, labour costs, cost prices of raw materials and materials, purchase prices, excise duties, import and export duties, exchange rates, levies and taxes imposed directly or indirectly on Ravebo or charged to Ravebo by third parties and/or other factors affecting the price for whatever reason, Ravebo shall have the right to adjust the prices stated or listed in the offer in accordance with the changed factors. If such adjustment takes place within three (3) months after the

conclusion of the agreement and the price is increased by more than 20%, the Client shall have the right to dissolve the agreement. An appeal to the right to dissolve the agreement must be made in writing and within one (1) week after Ravebo's notification to adjust the prices, failing which the new prices shall apply.

3. The costs of changes, of whatever nature, to the original order made in writing or otherwise by or on behalf of the Client and accepted by Ravebo, shall be charged by Ravebo to the Client.

Article 5. Delivery

1. Delivery shall take place at the agreed place and time. Unless otherwise agreed, delivery shall be DDP (Delivered Duty Paid) in accordance with the latest Incoterms in force.
2. Indications of delivery periods in the offers, confirmations and/or contracts shall be made to the best of our knowledge and shall be observed to the extent possible, but shall not be binding. Exceeding these periods, for whatever reason, shall never entitle the Client to compensation, dissolution of the agreement or non-fulfilment of any obligation that may arise for the Client from the relevant agreement or from any other agreement related to this agreement.
3. Stated delivery times shall be regarded as target times.
4. Ravebo shall have the right to postpone the delivery. If the delivery period is exceeded, the Client shall not be entitled to any damages or compensation otherwise. Nor shall the Client have the right to terminate the agreement in such case, unless the delivery period has been exceeded to such an extent that the Client cannot reasonably be requested to maintain (the relevant part of) the agreement. In that case, however, the Customer shall be entitled to dissolve the agreement extrajudicially only insofar as this concerns product(s) delivered or to be delivered too late.
5. The Client shall be obliged to accept the purchased goods upon delivery or at the moment these are made available to the Client under the agreement. If the Client refuses acceptance of the goods or fails to provide information or instructions necessary for delivery, the goods will be stored at the Client's risk. Guarantees (usually down payments) shall be forfeited to Ravebo. In that case, the Client shall owe all additional costs, including in any case storage costs.
6. If for any reason whatsoever, the Client fails to take delivery at the time of delivery, it shall send Ravebo a notice of default or demand to do so. This notice of default and/or demand explicitly implies that if the Client fails to take delivery on the specified date and time, the Client shall be in default and Ravebo shall have the right to terminate the agreement in whole or in part. The Client shall be obliged to compensate all resulting damages suffered by Ravebo.
7. If Ravebo agrees to extend the delivery period, all resulting costs, including - but not limited to - the costs of temporary storage of the products to be delivered and waiting hours, shall be for the account of the Client.
8. The Client has an obligation to purchase both the deliveries and services that have been agreed upon and that have proved necessary during the performance of the agreement. This includes - but is not limited to - modifications and Assembly. If the Client - other than due to a circumstance attributable to Ravebo - fails to meet this obligation, the Client shall be obliged to indemnify Ravebo.
9. The work shall be considered to have been delivered or carried out:
 - from the moment that Ravebo, either in writing or verbally, notifies the Client of the completion of the work;
 - if no delivery procedure has been agreed, on the expiry of 8 days after Ravebo has notified the Client in writing and/or verbally that the work has been completed and the Client has failed to give its approval or otherwise respond;
 - upon commissioning of machine(s) by the Client on which Ravebo has carried out work, on the understanding that by commissioning part of the work, that part shall be deemed to have been completed.
10. In the event of delivery carriage paid, the products shall be transported at the expense and risk of Ravebo. In all other cases, the products shall travel at the expense and risk of the Client.
11. In the event of carriage paid as well as non-carriage paid delivery, Ravebo shall have the choice of the means of transport, unless otherwise agreed. Acceptance of the products by the carrier, without a note on the consignment note or the receipt, shall serve as proof that the packaging was in good condition.
12. Ravebo shall be entitled to suspend delivery, if the Client has not yet fulfilled its payment obligations in accordance with previous deliveries.
13. Any partial delivery or the provision of a partial service, including the delivery of parts of a composite order, may be invoiced; in such a case, payment must be made in accordance with the provisions under 'Payment' in Article 8.
14. Changes desired by the Client after the order has been given may result in the delivery time agreed with respect to the change being exceeded by Ravebo beyond its responsibility.
15. If delivery of the products by Ravebo, due to a cause attributable to the Client, has turned out to be impossible (in the opinion of Ravebo), the Client shall be in default without notice of default and the Client shall be obliged to compensate Ravebo for all resulting damage. In that case, Ravebo shall be entitled to store the products at the expense and risk of the Client without prejudice to the obligation of the Client to pay the invoice amount due on the due date and without prejudice to the provisions of Article 9 on retention of title. In this case, Ravebo may also choose to deliver the products to third parties, on the understanding that the Client must pay the difference in the invoice prices, irrespective of the damage caused and storage costs as stated above.

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Article 6. Complaints

1. Complaints must be submitted to Ravebo in writing within fourteen (14) days after delivery at the latest, failing which the Client shall be deemed to have accepted the delivery. Complaints shall not entitle the Client to suspend its payment.
2. After expiry of the periods stated in the previous paragraphs, complaints shall no longer be considered and the Client will have forfeited its rights in the matter, unless the period reasonably needs to be extended in a particular case.
3. Subject to evidence to the contrary, information from Ravebo's records shall be decisive.
4. Under no circumstances shall the Client be able to assert any claim against Ravebo after the Client has put a part of the delivered goods into use, treated or processed, or has had it put into use, treated or processed, or has passed it on to third parties.

Article 7. Warranties

1. The goods delivered by Ravebo are sound and solid and at the time of delivery shall meet the reasonable requirements and with respect to their intended purpose under normal use.
2. Liability for defects appearing in the products delivered by Ravebo, shall be limited to repairing or fully or partially replacing the products, which show defects under normal use within twelve (12) months after the invoice date, insofar as these defects are due to manufacturing defects or use of faulty material. Ravebo's liability shall be limited to the value of the damaged part, excluding assembly and disassembly costs, as well as freight and travel expenses.
3. Insofar as warranty is given by Ravebo, this warranty shall not go beyond the supply of new parts, or repair and/or replacement of what is defective. In monetary terms, it shall not exceed the invoice value of the delivered goods, insofar as the delivered goods are faulty. This only applies if the Client demonstrates that the defect came to light during the warranty period and is wholly or partly the result of faulty material, incorrect construction or treatment. Fulfilment of the warranty obligations shall be regarded as the only compensation for damages. Any further liability for direct or indirect costs or interests is expressly excluded. Parts that are subject to premature wear and tear due to their nature or operating conditions are not covered by the warranty.
4. Ravebo's liability for repair and/or replacement of products located outside the Benelux countries (instead of the Netherlands) shall be limited to the amount that Ravebo would have borne in the Benelux countries for the same repair and/or replacement.
5. If defects in the product become apparent upon expiry of a period of twelve (12) months after delivery, Ravebo shall never be liable in this respect, unless the nature of the product dictates otherwise.
6. In the case of a manufacturer's warranty of the components used, this warranty applies to the Client with Ravebo as intermediary.
7. Damage resulting from negligence, inexpert handling, excessive loading, unsuitable lubrication, faulty construction and foundation, unsuitable construction surface and chemical, electrochemical or electrical influences shall never be at the risk of Ravebo. Furthermore, no warranty claims can be made if the defect arises due to or as a result of circumstances beyond Ravebo's control.
8. Ravebo does not give any warranty on items that must meet specific technical requirements at the request of the Client if this has not been explicitly agreed upon.
9. The warranty obligations shall lapse if treatments, modifications or repairs are carried out without the prior consent of Ravebo. Our liability for repair and/or replacement of products located outside the Netherlands shall be limited to the amount that Ravebo would have borne for the repair and/or replacement in the Netherlands. Parts that Ravebo replaces upon repair automatically become our property.

Article 8. Payment

1. Ravebo's invoices must be paid by the Client to Ravebo in full within 30 days of the invoice date and without any deduction, withholding, discount or set-off.
2. If payment is not made within that period, Ravebo may suspend work or further deliveries on behalf of the Client without further notice of default. In that case, the Client shall not be entitled to any damages or compensation otherwise.
3. If the Client fails to pay in time, the Client shall be in default by operation of law, without any notice of default being required, and Ravebo's claims against the Client shall be immediately due and payable. In that case, Ravebo shall have the right to dissolve the agreement in whole or in part.
4. In the event of overdue payment, Ravebo shall owe default interest of 1.5% per month from that day on all amounts that have not been paid by the last day of the term of payment.
5. If Ravebo is forced to outsource the collection of our claim on the Client, both the judicial and extrajudicial collection costs shall be entirely for the account of the Client, who is deemed to agree that the extrajudicial costs will be set at 15% of the amount to be collected with a minimum of € 250, all this without our prior demand being required.
6. All payments must be made at the office of Ravebo. Bank charges for transfers shall be for the account of the Client.
7. Payments made by the Client shall always first be applied to settle all due interest and costs and subsequently to settle those invoice amounts that have been outstanding for the longest period, even if the Client has stated that the payment relates to a later invoice.
8. Disagreement about the invoice amount to be paid shall not suspend the payment obligation of the Client.

Article 9. Intellectual Property Rights

1. All intellectual property rights, industrial property rights and other rights of products manufactured or assembled by Ravebo shall be vested exclusively in Ravebo.
2. The Client is expressly prohibited from duplicating, publishing or exploiting (composite) installations and products purchased from Ravebo or developed and

manufactured by Ravebo, manufactured with goods supplied by the Client or otherwise, and whether or not with the engagement of third parties.

3. The Client is not permitted to change any indication concerning intellectual property rights, industrial property rights and other rights, brands and trade names from that which has been manufactured by Ravebo, or to have such acts carried out by a third party.
4. Any use, reproduction or publication of the products referred to under paragraph 2 without the consent of Ravebo, constitutes an infringement on the intellectual property of Ravebo.
5. The Client shall forfeit to Ravebo an immediately due and payable fine of € 10,000 per infringing act and € 50,000 per intentional infringing act, without prejudice to the right of Ravebo to be compensated for all its damage caused by the infringement or to implement other measures to terminate the infringement and/or to recover the damage. If upon expiry of one working day after Ravebo has notified the Client of the infringement, the Client does not proceed to remedy the infringement, the Client shall also owe Ravebo a penalty of € 50,000 for each day the infringement continues.

Article 10. Retention of title and possessory lien

1. All goods delivered by Ravebo shall remain the property of Ravebo until the Client has properly fulfilled all obligations from the agreement(s) concluded with Ravebo. Ownership of the products shall transfer to the Client only after full compliance with all obligations, including the payment obligation(s) by the Client towards Ravebo.
2. If the law of the country of destination of the purchased goods has more far-reaching possibilities for the retention of title than stipulated above in paragraph 1, then these more far-reaching possibilities shall be deemed to have been stipulated for the benefit of Ravebo, on the understanding that when it cannot be objectively determined to which more far-reaching rules this provision relates, the provisions of paragraph 1 above and the rest of this article continue to apply.
3. Before the ownership of the products has been transferred to the Client, the Client shall not be authorised to pledge, otherwise dispose of or encumber the products, process them, dispose of them in any other way or grant rights on them to third parties without the prior written consent of Ravebo.
4. In the event of suspension of payment or bankruptcy of the Client, Ravebo shall be free to terminate the agreement, without any further obligation to pay damages or the right to compensation.
5. If Ravebo wishes to exercise its property rights, the Client shall give Ravebo unconditional and irrevocable permission in advance to enter the locations where the delivered good is located and to enforce its property rights.
6. If third parties seize goods delivered under retention of title or wish to establish or assert rights to these goods, the Client shall be obliged to immediately notify Ravebo thereof. Furthermore, the Client shall immediately inform the bailiff carrying out the attachment, the administrator or the trustee of the (property) rights of Ravebo. The Client ensures and warrants that an attachment on Ravebo's products will be lifted immediately.
7. If the Client fails to fulfil its obligations or if there is a well-founded fear that it will not do so, Ravebo shall be entitled to remove delivered goods subject to retention of title, without any notice of default being required, from the Client or third parties that hold the goods for the Client. The Client shall be obliged to provide all cooperation to this end under penalty of forfeiture of a fine of € 10,000 per day or part of a day that the Client fails to do so.
8. The Client is explicitly not permitted to invoke a right of retention with respect to the storage costs and to set these costs off against any performances owed by the Client.
9. If the Client fails to fulfil any obligation under the agreement towards Ravebo, the Client shall be in default by operation of law, without any notice of default being required, as a result of which Ravebo shall be entitled to dissolve the agreement. All this without prejudice to Ravebo's right to compensation for damages.
10. Ravebo, which is in possession of products and/or documents of the Client, shall be entitled to retain those products in its possession until payment of all costs incurred by Ravebo in the performance of an order from the same Client, irrespective of whether those orders relate to the aforementioned or other products of the Client, unless the Client has provided sufficient security for said costs.

Article 11. Quality

1. Defects in part of the delivered goods shall not entitle the Client to reject the total.
2. Ravebo may substitute good work for faulty work
3. With respect to storage and use, treatment and processing of products entrusted by it or on behalf of the Client, Ravebo shall apply the same care it applies with respect to its own products.
4. Without prejudice to the provisions of the previous paragraph and elsewhere in these Terms of Delivery, the Client shall bear the risk for the products referred to. If it wishes to have the aforementioned risk covered, it must arrange insurance at its own expense.

Article 12. Liability and indemnity

1. Save for provisions of mandatory law concerning (product) liability, and with due observance of the rule of law concerning public order and good faith, Ravebo shall not be obliged to pay any compensation for damages of any nature whatsoever, direct or indirect, including trading loss, to movable and immovable property, or to persons, both at the premises of the Client and third parties. With due observance of the provisions elsewhere in this article, in any case we shall not be liable for damage caused by injudicious use of the delivered goods or by the use thereof, for a purpose other than that which is suitable according to objective standards.
2. For any misunderstandings, mutilations, delays or improper conveyance of orders, regardless of the reason, and communications between Ravebo and the Client, or between Ravebo and third parties, to the extent it involves the relationship between

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Ravebo and the Client, Ravebo shall not be liable, unless and to the extent there is intent or gross negligence on the part of Ravebo.

3. If Ravebo has been given an order for special manufacturing, or if its products have been given for repair, treatment or processing, it shall only be liable for damage that would have been caused by intent or gross negligence on its part.

4. Ravebo shall not be liable, neither under the law, nor under the agreement, for so-called consequential damages that the Client or a third party may suffer in relation to the performance of the agreement or (the use of) the products by Ravebo, including trading loss and immaterial damage.

5. Ravebo has no obligation to repair defects resulting from natural wear and tear, injudicious and incorrect treatment and/or excessive load.

6. The Client indemnifies Ravebo against all damage caused by or in connection with the delivered product or the possession or use thereof, directly or indirectly by third parties, however and in whatever form, insofar as these go beyond the liability of Ravebo towards the Client pursuant to the provisions of these terms and conditions.

7. The Client indemnifies Ravebo against all its claims and those of third parties, caused by a defect in the product, which defect is partly caused by an act or omission of the Client or his subordinates.

8. Ravebo's liability is (partly) assessed on the basis of the product/company indemnity insurance, as well as the (product) liability. Except as stated elsewhere in this article, damage caused by Ravebo to the Client (trading loss) shall at all times be limited to the net invoice value of the delivered products. Compliance with the applicable warranty/claim obligations and/or payment of the assessed damage by Ravebo and/or its insurer(s) shall be considered as sole and full compensation.

9. Under no circumstances shall Ravebo be liable for damage, destruction, loss or reduction in value of products, of any nature whatsoever, which have been provided to Ravebo by the Client or third parties in connection with work to be carried out by Ravebo for the Client.

10. The provisions of this article are also stipulated for the benefit of the third parties engaged by Ravebo.

Article 13. Force Majeure

1. In case of force majeure on the part of Ravebo, the performance of the agreement shall be suspended as long as the force majeure situation of Ravebo makes performance impossible, without prejudice to our authority to dissolve the agreement without judicial intervention, in which case the Client shall only be obliged to pay a reasonable compensation for the work already performed.

2. For the purpose of these terms and conditions, force majeure shall be understood to mean: war, fire, strikes, machine damage, lack of personnel and sickness, blockage of transport, lack of means of transport, flooding, lockouts, problems at supplying companies and authorities, sabotage and in general all unforeseen circumstances as a result of which compliance with the agreement can no longer reasonably be required of Ravebo. Force majeure also exists if, as a result of the circumstances or for any reason whatsoever, the supplier and cooperating agencies Ravebo depends on for our services, have not met their obligations or have not met them on time, or if the relevant agreement has been cancelled for any reason whatsoever.

3. Ravebo shall also be entitled to invoke force majeure if the circumstance preventing performance or further performance arises after Ravebo must perform its obligations.

4. If Ravebo has already performed part of its obligations, or can only perform part of its obligations on the occurrence of the force majeure, it shall be entitled to invoice the part already performed or to be performed separately and the Client shall be obliged to pay this invoice as though it relates to a separate agreement.

5. Exceeding the delivery time, caused by force majeure, shall not entitle the Client to compensation, nor to non-fulfilment of any obligations arising from this or any other agreement related to the order, nor to dissolution of the agreement.

6. In the event that the aforementioned force majeure lasts longer than two months, both parties shall be entitled to dissolve the agreement in writing, without either party being required to pay damages or compensation to the other party.

7. Premature termination by the Client results in an obligation on the part of the Client to pay damages to Ravebo.

Article 14. Applicable statutory regulations

1. The products shall comply with the statutory regulations regarding operation, transport and safety applicable in the Netherlands on the day on which the agreement is concluded.

2. Should amended statutory regulations come into force between the date of conclusion of the agreement and delivery or commissioning, respectively, of which it is known in advance that they will come into force before delivery, the relevant products shall, if possible, be adapted to these new statutory regulations. Any related costs shall be for the account of the Client. If Ravebo has objections against the application of amended regulations, it shall be obliged to inform the Client accordingly.

Article 15. Installation, repair and maintenance

1. In the event of performed out at the Client's location, the Client shall, at its own expense and risk unless expressly agreed otherwise in writing, ensure that:

- Ravebo may commence and continue its activities during normal working hours and moreover, if deemed necessary by the Client, outside normal working hours, provided it has notified Ravebo thereof in a timely manner;
- Suitable accommodation and/or all required facilities under government regulations, the agreement and common use shall be available to Ravebo;
- The access routes to the place of installation are suitable for the required transport;
- The necessary and usual auxiliary workers, auxiliary tools, auxiliary and operating materials shall be at Ravebo's disposal in the right place, in a timely manner and free of charge;

- All necessary safety and precautionary measures have been taken and maintained in order to comply with applicable government regulations during installation, repair and maintenance. Damage and costs incurred as a result of failure to comply with the conditions set out in this article, or failure to do so on time, shall be at the expense of the Client;

2. With regard to installation, repair and maintenance, the other articles of these terms and conditions apply by analogy.

3. All installations, equipment and parts offered by the Client for installation, repair and/or maintenance shall be cleaned and free from contamination and deposits that could be harmful to human health, unless otherwise expressly agreed between Ravebo and the Client.

Article 16. Cancellation

1. From the moment that Ravebo has accepted an order in writing or has executed the order, the agreement entered into is binding and implies a payment obligation on the part of the Client. The Client can no longer cancel this agreement. In the event of force majeure on the part of the Client, the Client shall immediately notify Ravebo thereof in writing and Ravebo may exceptionally decide to cancel the agreement, subject to payment of 50% of the original purchase price by the Client and compensation for any damage suffered by Ravebo and costs already incurred by Ravebo.

Article 17. Transfer

1. Neither party shall be entitled to transfer the rights and obligations under these terms and conditions, in whole or in part, to a third party without the prior written consent from the other party.

2. In the situation that the (relevant activities of the) company of the Client, for whatever reason, in whatever way and in whatever form, is merged with, or continued in, another company, joint and several liability for the fulfilment of the obligations of the Client shall arise for the original and subsequent company.

Article 18. Licences

1. If permission for assembly is required from any authority such as, for example, the Monuments and Historic Buildings Act, Local Government, owner, etc., then obtaining such permission shall be the responsibility of the Client. Ravebo will not accept any liability in this respect, unless agreed otherwise in writing in advance.

Article 19. Suspension and termination

1. In the event that the Client does not fulfil or does not fulfil adequately, fully or on time any of its obligations under the agreement, or if a circumstance arises from which Ravebo can reasonably conclude that the Client cannot or will not fulfil its obligations, all claims against this Client shall become immediately due and payable. In such a case, Ravebo shall be entitled to suspend the fulfilment of all those obligations towards the relevant Client or to dissolve the agreement without notice of default or legal intervention by means of a written notification to the Client, as well as to take back the products already delivered but not yet paid for, all this without being obliged to pay any compensation and without prejudice to other rights. In this case, the Client shall be obliged to compensate Ravebo for the resulting costs and damage, including financial loss.

2. In any case, the claims of Ravebo against the Client shall be immediately due and payable in the following cases:

- if after conclusion of the agreement, Ravebo becomes aware of circumstances that give Ravebo good reason to fear that the Client will not fulfil its obligations;
- if, upon conclusion of the agreement, Ravebo has requested the Client to furnish security for compliance by a certain date and this security has not been furnished or is insufficient on the said date.

3. If the Client does not wish to purchase the goods for any reason whatsoever, the security (usually the down payment) shall only be cancelled if the goods do not meet the requirements agreed in writing between Ravebo and the Client after settlement of the damage caused.

4. If circumstances arise in respect of persons and/or materials which Ravebo makes use of or tends to make use of for the performance of the agreement, which are such that the performance of the agreement becomes impossible or problematic and/or disproportionately expensive, that compliance with the agreement can no longer reasonably be required, Ravebo shall be authorised to dissolve the agreement.

5. If the dissolution is attributable to the Client, the Client shall compensate Ravebo for the (direct and indirect) damage caused.

6. If Ravebo suspends or dissolves (part of) the agreement, Ravebo shall in no way whatsoever be obliged to compensate the Client for any resulting damage. However, the Client shall be obliged to compensate the damage if the Client suspends or dissolves (part of) the agreement.

7. In the event of suspension of payment or bankruptcy of the Client, Ravebo shall be free to terminate the agreement, without any further obligation to pay damages or the right to compensation.

8. Premature termination by the Client results in an obligation on the part of the Client to pay damages to Ravebo.

Article 20. Applicable law and competent court

1. Any agreement between Ravebo and the Client shall be governed by the laws of the Netherlands.

2. All disputes arising, to which Ravebo is a party, shall be governed by the laws of the Netherlands, regardless of the place where the dispute arose.

3. The District Court of Rotterdam shall have exclusive jurisdiction to hear disputes, without prejudice to the statutory provisions concerning the jurisdiction of the Subdistrict Court and without prejudice to our entitlement to declare the Court of the district of the Client's place of residence competent if so desired. However, Ravebo shall remain entitled to summon the Client before the court that is competent in accordance with the law or the applicable international treaty.