

# GENERAL TERMS AND CONDITIONS OF SALE OF SRG INTERNATIONAL B.V.



## 1. Definitions

- 1.1 In these General Terms and Conditions of Sale ('Conditions'), the following terms are defined as stated below:
  - a) **Buyer**: every legal entity, including its representatives, agents, successors in title, heirs and employees, as well as every natural person who acts in the course of a business or profession to whom SRG International supplies Products or with whom SRG International concludes an Agreement or with whom SRG International is in talks or negotiations about the conclusion of an Agreement;
  - b) **Order**: every instruction from the Buyer to SRG International, of whatever nature.
  - c) **Agreement**: any agreement that is formed between SRG International and the Buyer, any change or addition thereto, as well as all (legal) acts in preparation and/or execution of that agreement;
  - d) **Parties**: SRG International and the Buyer together;
  - e) **Products**: all goods that are the subject of an Agreement;
  - f) **SRG International**: the private limited company SRG International B.V., with its principal place of business at De Ruif 1, (4751 XH) Oud Gastel, the Netherlands, listed in the Commercial Register of the Dutch Chamber of Commerce under file reference number 20077743;
  - g) **Conditions**: these General Terms and Conditions of Sale.

## 2. Applicability

- 2.1 These Conditions form part of all Agreements and they apply to all (other) acts and legal acts between SRG International and the Buyer such as but not limited to requests, quotes, Orders and transactions, also when those (legal) acts do not result in or are not connected to an Agreement.
- 2.2 The applicability of any general terms and conditions of the Buyer is explicitly rejected.
- 2.3 If the Agreement is concluded electronically, the text of these Conditions may be made available to the Buyer electronically before the distance Agreement is concluded in such a manner that these can be stored by the Buyer on a sustainable data carrier in a simple manner. If this is not possible within reason, it will be indicated before the distance Agreement is concluded where these Conditions may be consulted electronically and that they will be sent electronically or in some other way free of charge at the request of the Buyer.
- 2.4 The Buyer can only invoke stipulations that deviate and/or supplement these Conditions and/or the Agreement if and insofar as SRG International has explicitly accepted them in writing. If a change and/or addition is agreed on, this change or addition applies to the relevant Agreement only.
- 2.5 In these Conditions, 'written' refers to e-mail or letterbox mail, unless explicitly stipulated otherwise in writing or if the context proves otherwise.
- 2.6 The fact that SRG International does not demand strict compliance with these Conditions at all times, does not mean that the Conditions do not apply or that SRG International would in any way lose the right to demand strict compliance with these Conditions in future similar or different cases.
- 2.7 If any provision of these Conditions is at any time fully or partially void, voided or otherwise unenforceable, it will not affect the validity and applicability of the other provisions of these Conditions and the Agreement. In that case, the Parties will consult each other in order to agree on new provisions in replacement of the void or voided provisions, observing the purport of the original provisions to the greatest possible extent, except when SRG International indicates that the provision in question is of great importance to them, in which case SRG International can dissolve the Agreement with immediate effect without being obliged to pay any form of compensation.
- 2.8 In the event of uncertainties regarding the interpretation of one or more provisions of these Conditions, the interpretation must be in the spirit of these Conditions. In the event of a situation arising between the Parties that is not provided for in these Conditions, the situation must be assessed in the spirit of these Conditions.
- 2.9 Provisions of these Conditions that, according to their nature, are intended to continue after the end or termination of the Agreement continue to be in full force after termination of the Agreement.

## 3. Offers, formation of Agreements, specifications and details of Products, transfer of rights

- 3.1 Every offer, quote and tender from SRG International, of whatever nature and title is subject to contract, is to be regarded as a whole, only serves as an invitation for the Buyer to place an order, unless explicitly stated otherwise, and does not compel SRG International to accept or deliver an Order.
- 3.2 Every Order is deemed to constitute an irrevocable, binding offer from the Buyer, regardless of any other statement from the Buyer.
- 3.3 An Agreement is formed when SRG International accepts an Order in writing or sends an order confirmation electronically. This confirmation is deemed to be an accurate and complete reflection of the Agreement. If the correctness of the contents of this written confirmation from SRG International is not denied by the Buyer within one (1) working day, the Parties are bound by it. SRG International cannot be held to the Agreement if the Buyer should understand within reason that the Agreement includes a clear mistake, clerical error, or a printing or typesetting error.
- 3.4 SRG International reserves the right to refuse an Order without having to state the reasons. SRG International's failure to respond to an Order should be interpreted as a rejection of the Order.
- 3.5 The invoice and/or delivery note for work for which no offer, quote, tender and/or confirmation is submitted due to its nature and scope will also be regarded as confirmation from SRG International, which is also expected to reflect the Agreement correctly and in full.
- 3.6 When the Buyer delivers one or more performance(s) or makes preparations to that end before having received the acceptance or confirmation from SRG International as referred to in article 3.3, the Buyer will do so at his own expense and risk.
- 3.7 Arrangements or agreements with subordinates of SRG International do not have a binding force upon the latter, insofar as they have not been confirmed in writing by SRG International. Within this context, subordinates are taken to mean all employees who do not hold power of attorney. Any additional agreements, changes and/or promises made later will bind SRG International only if and insofar as they have been explicitly confirmed by SRG International in writing.
- 3.8 Every Agreement contains the resolutive or suspensive condition - which is at the discretion of SRG International - that the Buyer's sufficient creditworthiness

must be proven, which is at the exclusive discretion of SRG International. The Buyer will allow SRG International to ask for information about the Buyer.

- 3.9 During or after conclusion of the Agreement, before delivering any (other) performances, SRG International is entitled to demand security from the Buyer that he will fulfil his obligations.
- 3.10 All specifications of figures, dimensions, weights and/or other Product specifications provided by SRG International are carefully prepared, but SRG International cannot promise there will be no deviations that are customary in the sector. Samples, images, models or drawings shown or provided only serve as an indication of the Products in question.
- 3.11 Without the prior written consent of SRG International, the Buyer is not entitled to fully or partially transfer his rights and obligations ensuing from the Agreement to one or more third parties or to have one or more third parties exercise such rights or fulfil such obligations. SRG International may attach conditions to its consent.
- 3.12 The Buyer authorises SRG International to have the Agreement performed in whole or in part by one or more third parties indicated by SRG International. The Buyer agrees to full or partial transfer by SRG International to one or more third parties of its rights and obligations, arising from the Agreement(s) concluded by SRG International with the Buyer.

## 4. Prices, costs

- 4.1 All prices of SRG International are Ex Works (warehouse) SRG International (Oud Gastel, the Netherlands), stated in euros and are exclusive of turnover tax (VAT) unless stated otherwise.
- 4.2 If after conclusion of an Agreement, one or more of the cost price factors - including but not limited to purchase prices, exchange rates, import and export duties and other levies payable for imports and exports, insurance rates, freight rates and other levies or taxes - are subject to changes, SRG International is entitled to increase its prices correspondingly. Such price changes do not give the Buyer the right to dissolve the Agreement and they do not discharge the Buyer from his obligations. Only when effected within three months of concluding the Agreement by SRG International, shall the Buyer have the right, unless the price change was or should have been foreseeable within reason and/or is the consequence of mandatory government measures that were unforeseeable within reason such as a turnover tax (VAT) increase, to dissolve the Agreement, provided SRG International is notified of such in writing within three (3) working days after the Buyer learned about the price increase, but without being entitled to compensation, and to limit itself to compensation of the part of the performance already delivered by SRG International on the basis of the prices that applied before the increase.
- 4.3 A compound quotation does not oblige SRG International to execute part of the Agreement at a proportional part of the quoted price.
- 4.4 The Buyer indemnifies SRG International against all costs and damage for SRG International that may ensue from the fact that the Buyer has no correct turnover tax registration or a similar tax in a relevant EC Member State, and/or that the Buyer provides SRG International and/or the tax authorities with incorrect or ill-timed information in the field of turnover tax or a similar tax in a relevant EC Member State.

## 5. Payment

- 5.1 The Buyer must pay the invoice effectively in the currency quoted on the invoice within five (5) working days of the invoice date by payment or transfer into a bank or giro account stipulated by SRG International, unless agreed otherwise in writing. Any objections from the Buyer with regard to the invoice will not suspend his payment obligations.
- 5.2 All amounts invoiced to the Buyer must be settled without discounts or deductions.
- 5.3 The Buyer is not entitled to set off a claim of his against a claim of SRG International, unless he is permitted to do so by virtue of a final court or arbitration judgment. Only SRG International has the right to set off.
- 5.4 If in the opinion of the SRG International at any time after conclusion of the Agreement, the financial position or payment record of the Buyer gives rise thereto, SRG International will be entitled to demand that the Buyer pays in advance immediately or provides (additional) security in accordance with the format to be determined by the SRG International. If the Buyer fails to make an advance payment or fails to produce the requested (additional) security, SRG International will be entitled to immediately discontinue the execution of the Agreement, without prejudice to any other of its rights, while the total amount owed to SRG International by the Buyer, regardless of the reason, will become immediately due and payable.
- 5.5 When the payment term elapses, the Buyer is in default by operation of law without any notice of default being required and the Buyer will, until the day on which payment is made in full, owe statutory interest as it applies in the Netherlands at that time on all amounts that are not paid by the last day of the payment term. After the end of each month, the amount on which interest is calculated is increased by the interest payable for that month.
- 5.6 The payments made by the Buyer will at all times first be applied to settle all interest and costs owed and subsequently to pay the invoices that have been outstanding longest.
- 5.7 If the Buyer fails to pay for a (partial) delivery, SRG International is entitled to suspend the remaining deliveries for the time the Buyer fails to pay an invoice or partial invoice that is due without prejudice to SRG International's right to dissolve the Agreement and to demand payment for all its current claims.

## 6. Term of delivery, delivery, risk

- 6.1 The term of delivery quoted by SRG International for Products is based on SRG International's circumstances as they apply at the time of concluding the Agreement and, insofar as the term of delivery depends on the performances of third parties, on data provided to SRG International by those third parties. The term of delivery is by approximation, is never final and will be observed by SRG International to the greatest possible extent. SRG International has a best effort obligation in that respect.
- 6.2 The aforementioned terms of delivery commence at the moment the Agreement is concluded and all data or tools required for the performance of the Agreement have been delivered to SRG International correctly and in full. The Buyer ensures that on his part, nothing will obstruct the term of delivery quoted.
- 6.3 In the event that SRG International is unable to deliver the Products within the term of delivery quoted, SRG International will immediately notify the Buyer

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- accordingly, stating the anticipated number of days by which the stipulated term will be exceeded.
- 6.4 If the term of delivery is exceeded, the Buyer will not be entitled to any compensation in this respect. Nor will the Buyer be entitled to dissolve or cancel the Agreement in that case, unless the delivery term has been exceeded to the extent that the Buyer cannot reasonably be expected to uphold the (relevant part of) the Agreement. In that case, after a notice of default that sets out a reasonable further compliance term, the Buyer is only entitled to dissolve or cancel the Agreement by registered letter, however, only to the extent this is strictly necessary and only insofar as he did not obstruct compliance with the term of delivery quoted in any way. If this is the case, amounts already paid will be refunded, but no interest will be paid.
- 6.5 SRG International is at all times entitled to make partial deliveries. When part of an order is ready, SRG International may decide to either deliver this part or wait until the entire order is ready. In the former case, the invoice relating to the partial delivery has to be paid within the payment term included in these Conditions, unless agreed otherwise in writing.
- 6.6 The delivery of the Products, including the delivery costs and the transfer of risk are always subject to the standard business conditions and the most recent version of the Incoterms drafted by the International Chamber of Commerce.
- 6.7 If the terms of delivery referred to in the previous paragraph are not (explicitly) agreed on, delivery, cost allocation and the transfer of risk of the Products are at all times effected ex works (warehouse) SRG International (Oud Gastel, the Netherlands).
- 6.8 SRG International's delivery obligation is met when the Products are presented to the Buyer once.
- 6.9 The Buyer is obliged to accept the Products immediately at the moment of delivery by SRG International. If the Buyer fails to accept the Products, fails to accept them in time or fails to provide the information or instructions required for delivery, the Buyer will be in default without a notice of default being required. In that case, SRG International is entitled to store the Products at the expense and risk of the Buyer or to sell them to a third party without this constituting any statement of agreement from SRG International. In that case, the purchase price, plus interest and costs will remain payable by the Buyer by way of compensation, however, minus the net proceeds of the sale to that third party, where applicable. A detailed statement about this issued by SRG International will be binding for the Buyer.
- 6.10 Any return packaging as stated on the invoice must be returned to SRG International carriage paid within the appropriate term, complete and in good condition. The Buyer will be charged for packaging costs when he fails to return the packaging in time. Non-reusable packaging material cannot be returned.
- 7. Retention of title**
- 7.1 All Products delivered and yet to be delivered remain the exclusive property of SRG International until the Buyer has paid everything he owes or will owe SRG International in connection with Products delivered or to be delivered by virtue of the Agreement in full, including the purchase price and any surcharges, interest, taxes and expenses owed pursuant to these Conditions or the Agreement.
- 7.2 As long as the ownership of the Products has not passed to the Buyer, he is not entitled to pledge or have pledged the Products or grant or have granted any other real right in respect of those Products. In that case, the Buyer, on demand of SRG International, is obliged to cooperate in establishing a right of pledge on claims the Buyer has or will have towards his buyers by virtue of the onward supply of the Products.
- 7.3 The Buyer has the right to sell the Products delivered that have not yet been paid, but only within the context of the normal conduct of his business, unless SRG International has demanded in writing that the Buyer makes the Products delivered available to SRG International immediately.
- 7.4 The Buyer is obliged to store the Products delivered subject to the retention of title with good care and as the recognisable property of SRG International, to insure and keep them insured against all risks such as fire, explosion, damage and theft and to do anything that may reasonably be expected from him in order to secure the property rights of SRG International. In the event of any payments made by virtue of this insurance, SRG International will be entitled to these insurance proceeds. On SRG International's relevant demand, the Buyer will assign all rights in this respect against the insurers in question to SRG International.
- 7.5 All Products delivered by SRG International that are in the possession of the Buyer are always considered to be the same as those stated on the unpaid invoice, to the extent the number of Products currently in the possession of the Buyer by type and composition do not exceed the number of Products stated on the unpaid invoices.
- 7.6 If and as long as SRG International is the owner of the Products, the Buyer will immediately notify SRG International in writing when any part of the Products is lost or damaged or if the Products are attached and/or if the Products or any part thereof are otherwise claimed. Furthermore, the Buyer will, on SRG International's demand, tell the latter where the Products owned by SRG International are located.
- 7.7 The Buyer is obliged to immediately notify SRG International in writing of the fact that third parties lay claim to what has been delivered by SRG International, insofar as this is not his property (yet), as well as in the case of a (provisional) moratorium, (partial) attachment, insolvency, shut-down, liquidation or (partial) takeover of his business or any similar status of the Buyer's business, or if the Buyer dies, decides to assign his estate or is placed under guardianship.
- 8. Inspection, complaints**
- 8.1 The Buyer is obliged to carefully inspect the Products immediately upon arrival at their place of destination or, if this is sooner, after receipt by himself or a third party acting on his instructions, or have them inspected. Any complaints about defects to the Products that can be attributed to material or manufacturing errors, as well as deviations in quantity, weight, composition or quality between the delivered Products and their descriptions in the order confirmation and/or invoice must be communicated to SRG International in writing within no more than two (2) working days of receiving the Products, subject to the Buyer losing his right to complain. Any visible defects upon receipt must be noted by the Buyer on the confirmation of receipt, subject to the Buyer losing his right to complain. Defects that could not reasonably have been discovered within this term must be reported to SRG International in writing immediately upon discovery and no later than within ten (10) days after the Products have arrived, subject to the Buyer losing his right to complain. Compliance with the Agreement is deemed to be satisfactory by the Parties if the Buyer has failed to make the notification in a timely manner or have it made in a timely manner.
- 8.2 After having discovered any defect, the Buyer is obliged to immediately stop using or selling on the relevant Products.
- 8.3 Any objections to invoices, specifications, descriptions and prices must be announced to SRG International in writing within three (3) working days, subject to the Buyer losing his right to complain. Objections or complaints do not suspend the Buyer's obligation to pay.
- 8.4 Complaints must contain a description of the defect that is as detailed as possible, enabling SRG International to respond adequately. The Buyer will fully cooperate in any investigation into the complaint deemed necessary by SRG International, for instance by enabling SRG International to hold an in-situ investigation into the circumstances or to have such an investigation held. The Buyer's right to complain lapses in respect of Products with regard to which SRG International has no control over complaints and with regard to Products that are no longer in the same condition they were in upon delivery.
- 8.5 The Buyer is not entitled to return or refuse the Products that are the subject of a complaint before SRG International has agreed to this in writing, subject to the provisions of article 6.9, while no acknowledgement of the correctness of the complaints can be deduced from this.
- 8.6 For the purpose of these provisions, each partial delivery is deemed an independent delivery.
- 8.7 The Buyer cannot exercise any claims against SRG International in connection with complaints about defects in Products for as long as the Buyer has failed to comply with any directly corresponding obligation towards SRG International.
- 8.8 If the Buyer complains on time, correctly and justly with respect to defects in Products, SRG International's liability that arises therefrom shall be limited to the obligations described in article 9.1 with due observance of the other provisions of article 9 depending on the nature of the complaints.
- 8.9 If it is established that a complaint is unfounded, all relevant costs, such as investigation costs, that are incurred by SRG International will be fully payable by the Buyer. A detailed statement of the costs issued by SRG International will be binding for the Buyer.
- 9. Warranty**
- 9.1 SRG International guarantees that at the time of delivery, the Products comply with the Agreement and the specifications and descriptions in the Agreement, subject to a qualitative or quantitative deviating upward or downward margin of €25, exclusive of VAT, without corresponding set-off of the price.
- 9.2 In the event that SRG International supplies Products to the Buyer that the former obtained from its supplier or suppliers, SRG International never issues a warranty that exceeds the warranty issued by its supplier and SRG International never accepts liability towards the Buyer than SRG International is able to enforce with respect to its supplier.
- 9.3 Any form of warranty lapses if a defect has arisen as a result of, or follows from, incorrect, careless, inexpert or improper use of the Product by the Buyer and/or third parties or use after the expiry date, incorrect storage or maintenance thereof by the Buyer and/or third parties, or in the event the Buyer and/or third parties have made an alteration to a Product or have attempted to make an alteration, have attached another item of property thereto, or have attempted to attach another item of property thereto or in the event the Buyer and/or third parties have processed or modified the Product or have attempted to process or modify it. The Buyer cannot invoke the warranty either if the Product defect was caused by or results from circumstances beyond the control of SRG International, including weather conditions or damage caused during transport.
- 9.4 If a complaint has been submitted on time, correctly and in accordance with article 8 and if, in SRG International's reasonable opinion, it has been satisfactorily demonstrated that the Products have defects that are covered by the warranty pursuant to the provisions of this article, SRG International will be free to decide to deliver the Products again, free of charge against the return of the Products found to be unsound, to properly repair the Products, or grant the Buyer a discount on the amount that has been charged, or to not or no longer perform all or part of the Agreement against a proportional refund of the amount paid by the Buyer, without being obliged to pay interest. During the return shipment or the repairs, the Products remain at the full risk of the Buyer.
- 9.5 By fulfilling one of the performances referred to in article 9.4, SRG International will be fully discharged from its warranty obligations and it will not be obliged to pay any further compensation.
- 10. Liability, indemnification**
- 10.1 SRG International is liable only insofar as demonstrated by this article. Every further liability is explicitly excluded.
- 10.2 SRG International cannot be held liable in the event of force majeure.
- 10.3 In case of defects in the Products, SRG International's liability will be limited expressly to compliance with the warranty obligations as included in article 9. In all other cases, including situations in which SRG International is unable to comply with its warranty obligations for any reason whatsoever, SRG International can only be liable towards the Buyer for direct losses that are the direct result of an attributable failure to comply with its obligations arising from the Agreement, in which connection a series of related attributable failures shall be considered to constitute a single attributable failure, on the understanding that SRG International's liability in connection with an attributable failure to comply with its obligations under the Agreement only arises if the Buyer has afforded SRG International the opportunity to remedy its failure within a reasonable period and if SRG International continues to fail to comply with its obligations after that period. The notice of default must include a clear description of the failure so that SRG International is enabled to respond adequately.
- 10.4 Direct loss as referred to in article 10.3 is defined as: (i) the reasonable costs incurred to establish the cause and extent of the damage, insofar as establishing the cause and extent relates to the loss within the meaning of these Conditions; (ii) any reasonable costs incurred in order to have SRG International's defective performance comply with the Agreement, to the extent these can be attributed to SRG International, (iii) the reasonable costs incurred to prevent or limit damage, insofar as the Buyer demonstrates that these costs have resulted in a limitation of direct loss within the meaning of these Conditions.

- 10.5 The liability of SRG International for indirect losses, including consequential loss, lost profit, promotional expenses, loss due to business interruption or other losses due to delays, and all costs incurred in connection with a product recall excluded is at all times.
- 10.6 SRG International is never obliged to compensate an amount that exceeds the amount it can recover from its insurers in connection with losses for which it can be held liable. If and insofar as the insurance does not pay out for whatever reason or if no insurance is in place, liability for damage is explicitly limited to the invoice amount, exclusive of VAT, for the Agreement the damage relates to, that is, that part of the Agreement that the damage relates to.
- 10.7 The Buyer indemnifies SRG International expressly against all third-party claims in connection with any infringement of intellectual property rights of these third parties and against all third-party claims in connection with or ensuing from the Agreement between the Parties, regardless of whether the damage was caused or inflicted by SRG International or its auxiliary persons, auxiliary materials or delivered Products.
- 10.8 If SRG International is addressed by third parties on that account, the Buyer is obliged to assist SRG International both in and out of court and to do all that can reasonably be expected from him without delay. In the event that the Buyer remains in default in terms of taking effective measures, SRG International, without further notice of default, will be entitled to take these measures instead. All costs and damage incurred and suffered by SRG International as a result of that will in that case be at the full expense and risk of the Buyer.
- 10.9 The limitations of liability included in this article do not apply if and to the extent the loss is attributable to intent or wilful recklessness on the part of SRG International or its managing employees.
- 11. Intellectual property**
- 11.1 SRG International declares that, insofar as known to it, the Products do not infringe any third-party property rights applicable in the Netherlands. However, SRG International cannot indemnify the Buyer against, or be held liable for, any infringements of third-party property rights.
- 11.2 The Buyer guarantees not to infringe or to allow or enable third parties to infringe the intellectual property rights of SRG International or its suppliers with regard to the Products.
- 12 Confidentiality**
- 12.1 Without the explicit prior written consent of SRG International, the Buyer is not permitted to issue or disclose information with regard to the contents of the Agreement or information of a confidential nature of which he knows or should know that they can be regarded as confidential to third parties or to use the information for another purpose than the one it was obtained for.
- 13. Product recall**
- 13.1 The Buyer is obliged to collect and retain the data that is needed for tracing the Products. This tracking system should make it possible for the Buyer in any event to report directly to SRG International, to the extent applicable, what products come specifically from SRG International and to which buyers the Products were sold on.
- 13.2 If the Buyer becomes aware of or suspects a fault in the Products, he must notify SRG International thereof immediately and at its own initiative. The Buyer will indicate in any event the type of defect, the production details of the potentially unsafe Products, the names of the buyers of the potentially unsafe Products and all other information that may be relevant.
- 13.3 If, in the opinion of SRG International, further information is required for the investigation into a potentially unsafe Product and/or the measures to be taken, the Buyer, if so requested, must immediately provide all relevant information held by him or which could reasonably be in his possession. SRG International and the Buyer will subsequently investigate in mutual consultation whether and, if so, what measures are needed to avert the danger that has arisen due to a potential fault in the Product. The measures to be taken may result in a product recall, among other things. A product recall is taken to mean all activities aimed at or connected with taking a potentially unsafe product out of circulation that is kept at the Buyer, his buyers or end users. This includes but is not limited to gathering information about a potentially unsafe product, investigating the need to take certain measures, warning trade partners and end users, collection campaigns, monitoring progress of the measures.
- 13.4 In case of product recall actions initiated by SRG International or the suppliers of SRG International in connection with product defects that have arisen during production or packaging, the Buyer will be obliged to handle the relevant Products in accordance with the product recall procedure announced by SRG International in such cases. Pursuant to article 10.5, the related costs are payable by the Buyer unless the cause of the product recall can be attributed to intent or wilful recklessness on the part of SRG International within the meaning of article 10.9.
- 14. Force majeure**
- 14.1 SRG International will not be obliged to fulfil any obligation towards the Buyer, if prevented from doing so due to a circumstance not attributable to any wrongful act on its part, nor chargeable to SRG International in accordance with the law, any legal act or generally accepted practice. During the time that the force majeure period continues, SRG International will be entitled to suspend any obligations under the Agreement.
- 14.2 In the event a situation occurs as referred to in article 14.1, and the Agreement has been partially performed, the Buyer is obliged to fulfil his obligations towards SRG International until that moment. In that case, SRG International is entitled to separately invoice anything already performed or to be performed. The Buyer will be obliged to pay this invoice on the basis of an assumed separate Agreement.
- 14.3 In addition to the definition of force majeure in law and case law, in these Conditions it is taken to mean every external cause, foreseen or unforeseen, beyond the control of SRG International as a result of which SRG International is not able to (fully) fulfil its obligations such as but not limited to war, terrorism, industrial strikes, factory occupation, transport issues, riots, acts of war, fire, water damage, defects in machinery, breakdowns in the power supply, breakdowns in or changes to technology, government measures, sales bans and business turmoil at SRG International or its suppliers, as well as breach of contract by its suppliers.
- 14.4 SRG International will notify the Buyer of a (possible) situation of force majeure as soon as possible
- 14.5 SRG International is entitled to also invoke force majeure if the event that causes the force majeure takes place after it had to deliver the Products.
- 15. Dissolution, suspension, costs**
- 15.1 If the Buyer fails to properly fulfil any of his obligations ensuing from any Agreement (at a later date) or if he fails to do so in full or within a set term or otherwise in time, the Buyer will be in default without a notice to that effect being required and SRG International, without a notice of default or legal intervention, will be entitled to (i) suspend its obligations towards the Buyer, for whatever reason, until compliance by the Buyer has been sufficiently secured, and/or (ii) to fully or partially dissolve the Agreement as well as directly related Agreements, without prejudice to SRG International's other rights under any Agreement with the Buyer and without SRG International being obliged to pay any compensation.
- 15.2 In the event of a (provisional) moratorium, a (partial) attachment, insolvency, shut-down, liquidation or (partial) takeover of the Buyer's business or any similar status of the Buyer's business, or if the Buyer dies, decides to assign his estate or is placed under guardianship, all Agreements with the Buyer will be dissolved by operation of law unless SRG International tells the Buyer within a reasonable period of time that it demands compliance with (part of) the Agreement or Agreements in question. In the latter case, SRG International, without a notice of default or legal intervention being required, will be entitled to (i) suspend the performance of the Agreement or Agreements in question and/or (ii) to suspend all its obligations, if any, towards the Buyer, in both cases until after compliance by the Buyer has been sufficiently secured, without prejudice to SRG International's other rights under any Agreement with the Buyer and without SRG International being obliged to pay any compensation.
- 15.3 If circumstances arise that are of such a nature that SRG International is unable or cannot in all fairness be expected to fulfil the Agreement, or if, due to delays on the part of the Buyer, SRG International can no longer be expected to fulfil the Agreement in accordance with the agreed conditions, SRG International is entitled to fully or partially dissolve the Agreement without a notice of default or legal intervention being required, without prejudice to SRG International's other rights under any Agreement with the Buyer and without SRG International being obliged to pay any compensation.
- 15.4 If SRG International cannot fulfil its obligations towards the Buyer on account of force majeure, SRG International can either suspend fulfilment of those obligations for the duration of the force majeure situation or fully or partially dissolve the Agreement without legal intervention, without prejudice to SRG International's other rights under any Agreement with the Buyer and without SRG International being obliged to pay any compensation. If the force majeure situation lasts more than six (6) months, both Parties shall have the right to dissolve the Agreement in whole or in part without judicial intervention and without the Parties being obliged to pay the other Party any compensation.
- 15.5 Without prejudice to the provisions of these Conditions, SRG International's claims against the Buyer are immediately due and payable in full when it concerns one or more of the situations set out in articles 15.1, 15.2, 15.3 and/or 15.4. In the case of a due and payable claim, SRG International is entitled to claim back as its property any Products that may have been delivered but not yet paid for or paid for in full, possibly under set-off against what has already been paid, but without prejudice to SRG International's right to compensation of the actual damage it has suffered. The Buyer hereby unconditionally and irrevocably authorises SRG International to enter all locations where the Products are kept in order to take back the Products. The costs in connection with retrieving or claiming back the Products are fully payable by the Buyer.
- 15.6 In the event of one or more of the circumstances set out in articles 15.1, 15.2 and/or 15.3, the Buyer is in any case obliged to fully compensate SRG International for all damage suffered by SRG International including, among other things, all judicial and extrajudicial costs, including reasonable costs for legal aid in or out of court. The extrajudicial costs amount to at least 15% of the amount owed by the Buyer, subject to a minimum of €300, exclusive of VAT. The Buyer is furthermore obliged to pay interest on any collection costs payable. However, if SRG International has incurred higher costs that were necessary, the actually costs incurred qualify for compensation.
- 16 Prescription**
- 16.1 In derogation from the statutory prescription periods, the prescription period of all legal and other claims and defences on the part of the Buyer against SRG International and the third parties engaged in the performance of the Agreement by SRG International amounts to one (1) year.
- 17. Applicable law, competent court**
- 17.1 These Conditions, as well as all Agreements and legal relationships to which SRG International is a party, are exclusively governed by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention (CISG) is explicitly excluded.
- 17.2 In the event that these Conditions apply to an international relationship with the Buyer, he will at all times notify SRG International immediately of any provisions of these Conditions that are not enforceable in the Buyer's country. Insofar as the Buyer fails to fulfil the provisions in the first sentence of this paragraph, he cannot invoke the potential non-enforceability of such provisions at court or otherwise and he will indemnify SRG International against any damage that may arise.
- 17.3 All disputes that may arise as a result of the Agreement or these Conditions will, insofar as permitted by the statutory provisions, be subject to the judgment of the competent court within the protection area of SRG International.
- 17.4 The provisions of this article do not affect SRG International's right to submit the dispute to other courts of justice that are competent to hear such claims, or to have it settled by means of arbitration or a binding opinion.