

General Terms and Conditions of KAVO B.V., a private limited liability company having its registered office in Apeldoorn, hereinafter referred to as: KAVO.

Deposited at the court registry of the Court of Zutphen, Gelderland, on 29 November 2018 as no. 65/2018

I. Applicability and definition "in writing"

1.
These general terms and conditions shall apply to and form an inextricable part of any and all offers made by KAVO, instances of acceptance by KAVO and contracts concluded with KAVO.
In these general terms and conditions, the other party shall be referred to as the 'Purchaser'.
2.
Other conditions or stipulations shall only be valid if agreed upon in writing by the Purchaser and KAVO, and shall apply only to the contract for which they are made; otherwise the present conditions shall remain in force.
3.
Once the Purchaser has concluded a contract with KAVO on the basis of the present conditions or if he is or may reasonably be expected to be familiar with the same in another manner, these conditions shall therefore be applicable to any subsequent contract to be concluded with KAVO, even if, upon conclusion of the relevant contract, these conditions are not expressly referred to or expressly declared applicable.
4.
In so far as these general terms and conditions have also been drawn up in a language other than Dutch, the Dutch text shall prevail in the event of disputes.
5.
KAVO explicitly rejects the applicability of any other General Conditions or stipulations, among which possible (purchase) conditions of the purchaser. The purchaser waves the applicability statement of any possible own conditions.
6.
In these General Conditions "in writing" is defined as: per letter, per e-mail, per fax or any other mode of communication which, bearing in mind the state of technology and the valid opinion in society, is comparable.

II. Offers, orders and confirmations

- 1a.
Offers and quotations by KAVO are made without obligation unless expressly provided otherwise in the offer or quotation, in which case it must be assumed in the case of a set period that this period does not serve to bind KAVO for the set period.
- 1b.
Applicability of Section 219 of Book 6 of the Netherlands Civil Code is excluded.
2.
Illustrations, drawings, descriptions, statements of original numbers, dimensions, weights, prices or other indications provided by KAVO in catalogues, circulars, electronic data files, prospectuses, price lists, offers, etc., shall not be binding upon KAVO.
3.
An agreement with a purchaser who is established outside of the Netherlands and/or with whom a price of € 2,500 or more, exclusive of VAT, has been agreed, will only be settled after KAVO has accepted/confirmed the order of the purchaser in writing. Also any additions and/or alterations of an agreement as mentioned in the First sentence, are valid only to the extent these are confirmed in writing by KAVO.
4.
Insofar as the Purchaser performs any kind of performance or prepares to do so, in the expectation that an agreement will come into being or on the assumption that an agreement has been concluded, the Purchaser does so at his own risk, and on this basis, the Purchaser cannot, in the absence of unambiguous consent from KAVO, construe a willingness to accept as implying the conclusion of an agreement.
5.
In case of a difference between the order – as intended by the purchaser – and the confirmation in writing by KAVO, the purchaser is bound to the written confirmation by KAVO, unless the purchaser, within eight (8) days

following the date of confirmation, informs KAVO that the confirmation by KAVO is not in agreement with the order and the purchaser proves that this was known to KAVO.

6.
KAVO reserves the right to reject orders.

7.
KAVO shall not be obligated to fulfil its obligations under the contract or start making preparations for such fulfilment until it has received all the information required for the fulfilment of the contract from the Purchaser.

III. Prices

1.
All prices offered and agreed are exclusive of VAT and valid from the location of KAVO in Apeldoorn or from any distribution centre in the Netherlands indicated by KAVO. Unless parties when entering an agreement, with due observance of the provisions set out in article I paragraph 2, have agreed otherwise, the transport, shipping costs and/or postage, export and import duties, clearance charges, taxes, etc. are accountable to the purchaser.

2.
Prices determined prior to or upon conclusion of the contract may be raised by KAVO if, after conclusion of the contract but prior to delivery, changes have occurred in factors determining the cost price, such as purchase prices, import or export duties, wages, taxes, levies, the ex-change rate of the Euro in relation to foreign currencies, provided that this occurs in conformity with the changed prices.
The Purchaser shall be entitled to dissolve the contract if any prices are increased within three months of conclusion of the contract. The dissolution must then be effected within one week of notification of the price increase. In the event that the Purchaser dissolves the contract, KAVO shall not be held liable for damages.

3.
If no prices have been determined prior to or upon conclusion of the contract, the prices stated in KAVO's price lists applicable on the day of delivery shall be the prices to be charged by KAVO and owed by the Purchaser.

IV. Security

1.
If KAVO has reason to question the Purchaser's ability to pay, KAVO shall be entitled to demand prepayment or that the Purchaser provide sufficient or extra security for the period up to fulfilment of the payment obligation by the Purchaser and to delay or halt deliveries until the prepayment has been received or the (extra) security has been provided. The Purchaser shall be liable for any damage sustained by KAVO as a result of any such delay.

2.
If the Purchaser does comply with KAVO's request for prepayment or prior security provision within 14 days, KAVO shall be authorised to dissolve the contract immediately, in whole or in part, without being liable for damages.

V. Delivery, storage and control

The following terms and conditions shall apply if and in so far no terms of delivery deviating from one or more of the paragraphs mentioned below have been agreed upon during conclusion of a contract (e.g. by declaring the ICC Incoterms applicable). If, however, such deviating terms of delivery have been agreed upon, the conditions mentioned below shall remain fully applicable, in so far as they are not incompatible with the deviating terms of delivery.

1.
A term of delivery agreed upon shall always be deemed to constitute a target date.

2.
The delivery date shall be deemed to be the day of delivery or, as the case may be, dispatch of the goods as referred to in paragraph 4 or the day of notification as referred to in paragraph 5 of this article.

3a.
If a term of delivery agreed upon or, as the case may be, extended with due observance of paragraph 2 of Article VIII is exceeded, the Purchaser shall be entitled to give KAVO written notice of default.

3b.
KAVO shall only be in default of delivery if KAVO fails to effect the delivery within a reasonable term specified in the notice of default. This reasonable term shall at least comprise five weeks.

3c.

If KAVO does not deliver the goods in accordance with the provisions of paragraphs 4 and 5 of this article within the reasonable term, the Purchaser shall be authorised to dissolve the contract for the parts that have not been fulfilled. If KAVO has already fulfilled any part of the contract, the Purchaser shall retain the portion of the goods already delivered and pay the price due therefor, unless the Purchaser demonstrates that the portion of the goods already delivered cannot effectively be used or utilised (any longer) as a consequence of non-delivery of the remaining goods. If that is the case, the Purchaser shall be authorised to dissolve the contract also in respect of the part already fulfilled, subject to the obligation to return the goods already delivered to KAVO at the Purchaser's expense and risk.

3d.

Any failure of KAVO to comply with a term of delivery shall not entitle the Purchaser to claim damages.

4.

If the parties agree that KAVO will attend to the transport of the goods without specifying the address at which the same are to be delivered, KAVO will deliver or dispatch the goods to the Purchaser's address as entered in KAVO's records.

The goods shall be transported at the Purchaser's expense and risk, even if the transport has been instructed by or on behalf of KAVO. The goods shall not be insured during transport, unless the Purchaser requests KAVO in a timely manner to have the goods insured at the Purchaser's expense.

The Purchaser is obligated to unload the goods as soon as possible upon arrival of the vehicle.

5.

If the parties have not agreed that KAVO will effect or arrange for the delivery of the goods, the Purchaser shall be obligated to (have a third party) collect the goods within five days of being notified by KAVO that the goods are ready for collection on the KAVO premises in Apeldoorn or a distribution centre designated by KAVO.

6.

If KAVO for packaging and/or transport has made available pallets, packing cases, boxes, crates, containers etc. or did so through a third party – whether or not against payment of deposit or security – the purchaser is obliged (unless it involves a nonrecurrent packaging) to return these pallets, etc. to KAVO, in default of which purchaser owes KAVO damages.

7.

The Purchaser shall be in default if he fails to receive and/or collect the goods at the times referred to in paragraph 4 or 5.

KAVO shall be entitled to store or have a third party store the goods at the Purchaser's expense and risk. The Purchaser shall be obligated to compensate KAVO for the storage costs at the rate customarily charged by KAVO or, as the case may be, the rate charged to KAVO.

The purchaser shall not be authorised to refuse to pay for the goods in question on account of non-delivery.

Without prejudice to KAVO's right to compensation for all costs and damage, including the aforementioned storage costs, KAVO shall also be entitled to immediately dissolve the contract in whole or in part in the instances referred to in the first sentence of this paragraph.

8.

The Purchaser is obligated to inspect the goods during or immediately after delivery to see whether they comply with the provisions of the contract, particularly in terms of soundness, integrity and completeness.

9.

If the Purchaser does not file a written complaint about the quantity of goods delivered immediately – within 48 hours – after delivery, the quantities stated on the consignment notes, delivery notes or similar documents shall be deemed to have been accepted as correct.

If the Purchaser detects defects and/or shortcomings during the inspection and check referred to in paragraph 8, he shall be required to report them in writing to KAVO within 8 days of delivery.

If the periods referred to in this paragraph are exceeded, the Purchaser shall forfeit any claims against KAVO in respect of such defects and/or shortcomings.

VI. Transfer and reservation of title, risk and pledges

1.

Barring the provisions of paragraph 3 of this article, the title to the goods shall be transferred to the Purchaser at the time of delivery referred to in paragraphs 4 and 5 of Article V.

2.

Without prejudicing the provisions in article V paragraphs 4 and 7 and except when parties, when entering an agreement, observing the provisions in article I paragraph 2, have agreed otherwise, the goods are at the risk of the purchaser from the moment the goods have left the business of KAVO in Apeldoorn or have left the distribution centre as indicated by KAVO.

3a.

KAVO retains the right of ownership concerning all goods delivered or to be delivered by her pursuant to any agreement, until the purchase price for all these goods has been paid in full. If KAVO within the frame of these contracts of sale, for the benefit of the purchaser has done or will execute any work which has to be reimbursed by the purchaser, the retention of the right of ownership as mentioned before, is valid until these claims by KAVO have been paid in full. In addition the retention of ownership as prementioned is valid concerning any claims KAVO may obtain against the purchaser as the result of failing by the purchaser concerning one or more of his obligations arising from the prementioned agreements with KAVO.

3b.

So long as the title to the delivered goods has not been transferred to the Purchaser, the Purchaser shall not be entitled to pledge or grant any right therein to a third party, barring the provisions set forth below in sub paragraph f.

3c.

In respect of the delivered goods the title to which has been transferred to the Purchaser following payment for the same, KAVO reserves the rights of pledge referred to in Section 3:237 of the Netherlands Civil Code as further security for claims that KAVO may have against the Purchaser for any reason whatsoever. KAVO shall at any time be entitled, and is hereby irrevocably authorised by the Purchaser, to perform the acts required to create this reserved right of pledge (which shall expressly include the creation of pledge under an authentic or registered private instrument) and to act on behalf of the Purchaser in the process. The Purchaser undertakes to lend immediate assistance to this pledging.

3d.

The Purchaser shall be obligated to store the goods delivered subject to the reservation of title with the necessary care and as recognisable property of KAVO. The Purchaser shall be obligated to insure the goods against fire, explosion and water damage, as well as against theft, for the duration of the reservation of title, and submit the insurance policies for inspection at KAVO's request. The Purchaser shall pledge to KAVO all claims that he has against the insurers of the goods by virtue of the above insurance policies as soon as KAVO expresses a wish to that effect and in the manner provided in Section 3:239 of the Netherlands Civil Code, which pledge shall serve as further security for KAVO's claims against the Purchaser. The last two sentences of paragraph 3c shall apply.

3e.

If the Purchaser fails to fulfil its payment obligations vis-à-vis KAVO or if KAVO has reason to believe that he will fail to fulfil his obligations, KAVO shall be entitled to repossess the delivered goods on its own authority and without being liable to the Purchaser in any way. Following repossession, the Purchaser's account shall be credited with the market price, which shall under no circumstances be higher than the original purchase price, less the costs associated with the repossession.

3f.

The Purchaser shall be permitted to sell and transfer the delivered goods to third parties as part of its normal business operations. When selling on credit, the Purchaser shall be obligated to stipulate a reservation of title pursuant to the provisions of this article.

3g.

The Purchaser undertakes not to assign or pledge to third parties any claims that he obtains against his buyers without prior written permission from KAVO. The Purchaser further under-takes to pledge the said claims to KAVO as soon as KAVO expresses a wish to that effect and in the manner provided in Section 3:239 of the Netherlands Civil Code, which pledge shall serve as further security for the claims that KAVO may have against the Purchaser for any reason whatsoever. The last two sentences of paragraph 3c shall apply.

3h.

In so far as the reservation of title to the delivered goods by KAVO is lost due to accession or specification, the Purchaser shall create a non-possessory pledge to the item subject to accession or specification for KAVO in advance, as security for any amounts that the Purchaser owes or will owe KAVO for any reason whatsoever. The last two sentences of paragraph 3c shall apply.

3i.

The payment of the remuneration by a method other than agreed does not count as payment whereby the retention of title lapses, unless KAVO explicitly agrees in writing to that other method of payment.

3j.

Failure on the part of KAVO to fulfil any obligation shall not lead to the lapse of the retention of title.

3k.

A waiver of the retention of title shall only be made by an agreement to that effect. A waiver of the right to reimbursement by KAVO shall not lead to the lapse of the retention of title, unless KAVO expressly and in writing decides to do so.

4.

All goods, documents, negotiable instruments and funds that KAVO, or a third party on its behalf, has or will have in its possession for the Purchaser for any purpose whatsoever, as well as all claims that the Purchaser has or will have against KAVO shall serve as a pledge for KAVO for any and all claims that it has or will have against the Purchaser for any reason whatsoever. This right of pledge shall be deemed to have been established whenever such goods, documents, negotiable instruments and funds come into the possession of KAVO or a third party on its behalf or at the time at which such claims arise.

VII. Guarantee and complaints

1.
KAVO guarantees the absence of material and manufacturing defects during thirty six (36) months following delivery of the goods sold to the purchaser, or, if this term is shorter, until the moment when these, in accordance with the replacement intervals established by the manufacturer, should have been replaced and/or as the result of wear and tear must be replaced.

2.
The purchaser must inform KAVO as soon as possible, in any event within eight (8) office day following the day he discovered a defect or within reason could have or should have discovered such, in writing or by means of handing in, whether or not via the website of KAVO, of a fully completed "RMA-guarantee form", of the claim under the guarantee.

Following the request by Kavo the purchaser must send the faulty goods carriage paid to KAVO.

In addition the purchaser should give KAVO, during eight (8) office days following the notice mentioned in the First sentence, the opportunity to establish the defect and the (possible) cause, which means that repair of such is not allowed to take place during that period of time without prior permission by;

3.
The liability of KAVO is limited to replacing or repairing the defect goods free of charge or reimbursing the price charged for such action, such at the option of KAVO.

4.
The obligation pursuant to the guarantee shall be forfeit if:

- a. the goods delivered by KAVO were not mounted or installed by the purchaser or a third party in accordance with the applicable manual, instructions, specifications or indicated applications from the manufacturer and/or KAVO or this was done in an incorrect or unskilled manner;
- b. the purchaser or a third party – without the foreknowledge and permission of KAVO – has executed work on the goods delivered by KAVO, with respect to which a claim is submitted;
- c. the defect is the result of inexpert and/or improper use, insufficient maintenance, wear or damage;
- d. the goods delivered by KAVO or the vehicle in which these are mounted is not used in accordance with its purpose;
- e. the defect is the result of the application of any government regulation concerning the nature or quality of the applied materials;
- f. the purchaser does not meet in timely fashion what is stipulated in paragraph 2 of this article.

5.
A complaint regarding delivered goods shall not affect the Purchaser's obligations pursuant to deliveries previously effected or yet to be effected, and shall not entitle the Purchaser to post-pone settlement of KAVO's claim.

VIII. Force majeure

1.
There is a matter of force majeure on the part of KAVO, if KAVO is prevented from meeting its obligations under the agreement or the preparation thereof, as a result of war, threat of war, civil war, rebellion, terrorism, acts of war, fire, water damage, flood, epidemic, strikes, sit-ins, lockouts, seizure, import and export restrictions, government measures, defects in machinery, disruptions to energy supply, lack of materials, raw materials and supplies, defective transport and transport barriers, everything in the business of both KAVO and its suppliers and those charged with storage or transportation and furthermore all other causes not arising as a result of the fault or sphere of risk of KAVO.

2.
An agreed term of delivery is extended with the period during which KAVO as the result of force majeure is prevented from meeting her obligations.

3.
If the delivery is delayed for more than three months due to force majeure, both the Purchaser and KAVO shall be entitled to dissolve the contract – in respect of the part not fulfilled – subject to the provisions of paragraph 4.

4.
If a situation of force majeure sets in while the contract has already been fulfilled in part, the Purchaser shall retain the portion of the goods already delivered and pay the price due there-for, unless the Purchaser demonstrates that the portion of the goods already delivered cannot effectively be used or utilised (any longer) as a consequence of non-delivery of the remaining goods. If that is the case and delivery of the remaining goods is

delayed for more than three months due to force majeure, the Purchaser shall be authorised to dissolve the contract also in respect of the part already fulfilled, subject to the obligation to return the goods already delivered to KAVO at the Purchaser's expense and risk.

IX. Industrial and intellectual property rights

1.
KAVO shall reserve the industrial and intellectual property rights, including copyrights and model rights, in respect of the illustrations, drawings, calculations, technical specifications, models, designs, drafts, diagrams and suchlike, it has provided. These may not be passed on or provided for inspection to third parties or be multiplied without KAVO's written permission, in any form whatsoever, and shall be returned to KAVO forthwith at the latter's request.

2.
In the event of infringement of the provisions of paragraph 1, the Purchaser shall forfeit a penalty of €50,000 without any reminder or notice of default being required, without prejudice to KAVO's right claim full damages plus interest and costs. The amount of penalty paid or owed shall be offset against any damages plus interest and costs owed. The parties hereby expressly deviate from the provisions of Section 6:92 paragraph 2 of the Netherlands Civil Code.

3.
KAVO shall not be liable for any damage caused by infringement of copyrights, model rights, patents, licences and/or any other Purchaser or third-party intellectual property rights resulting from use of data, such as drawings, models, designs, etc., provided by or on behalf of the Purchaser.
The Purchaser shall indemnify KAVO in respect of claims by third parties that are based on (alleged) infringement on the rights concerned.

X. Invoicing and payment

1.
KAVO shall be entitled to invoice the Purchaser for all deliveries, including partial deliveries.

2.
The Purchaser shall be obligated to settle the price charged within 14 days of the invoice date, without any deduction, discount or setoff.

3.
The price charged shall, however, be immediately exigible without any demand or notice of default being required if: the Purchaser is declared bankrupt or applies for a moratorium; a request from the Purchaser (a natural person) to declare a debt rescheduling arrangement applicable is granted by a court of law; the Purchaser loses the control of his property or parts thereof as a result of attachment, a tutelage order or otherwise; or if the Purchaser fails to fulfil any of its obligations, regardless of whether they arise from the present contract of sale or any other contract or the law.

4.
If and as soon as any term of payment lapses, the Purchaser shall be in default without any demand or notice of default being required.

5.
If a term of payment is exceeded, the Purchaser shall owe interest for overdue payment at 1% per month from the day of default, while a portion of a month shall be counted as a full month. After each year, the amount on which interest is calculated shall be increased by the interest due in respect of the year in question.

6.
If the purchaser fails to meet its payment obligations and KAVO proceeds to extrajudicial and / or judicial measures, the cost thereof are accountable to the purchaser. Extrajudicial costs are calculated in accordance with the Decree of 1 July 2012 on the reimbursement of extrajudicial costs. These extrajudicial costs amount to a minimum of € 40 and a maximum of € 6,775, depending on the principal sum.

XI. Liability and indemnification

1.
Except as regards the obligations of KAVO under the provisions in article VII, KAVO is not liable for any direct or indirect material or immaterial damage, by whatever name, or any other disadvantage which the purchaser or third party suffers in connection with or arising from negotiations conducted with KAVO, an agreement entered

into with KAVO, an error, failure or omission by KAVO, an appeal of force majeure by KAVO, goods delivered or repaired by KAVO or any (other) reason whatsoever unless

- a. - the purchaser has informed KAVO as soon as possible, and in any case within eight (8) days after the day on which the purchaser became aware of the damage, in writing, by submitting, whether or not via the website of KAVO, the accident report of the defect claim completed in full, and
- KAVO is insured for the damage and that insurance will pay out
In that case, the total liability is limited to the amount paid out under such insurance in the case in question;
- b. the purchaser or the third party concerned proves that the damage is due to intentional or gross negligence by one or more directors of KAVO;

2.

In so far as it is ascertained judicially that the limited liability described in paragraph 1 cannot endure, the amount of damages to be paid by KAVO – including fines – shall under no circumstances exceed the amount paid or owed, excluding VAT, by the Purchaser for the relevant order or assignment from which the claim ensues.

In any event, KAVO shall never be liable for any indirect damage or consequential loss, including loss of profits, missed savings and losses caused by interruption of operations.

3.

In all instances in which KAVO is entitled to invoke the provisions of this article, any employees against whom an action is brought may likewise invoke the said provisions, as though the provisions of this article stipulated by the employee(s) involved.

4.

The Purchaser has an obligation to limit any direct or indirect material or immaterial damage, however named, or any other disadvantage. Damage or disadvantage arising because the Purchaser fails to do so or has insufficiently limited the damage or has made insufficient efforts, is entirely at the Purchaser's expense. The burden of proof lies with the Purchaser to show that he has fulfilled his obligation as referred to above.

5.

The Purchaser shall fully indemnify KAVO at the latter's request against any third-party claims instituted against KAVO in respect of any fact for which liability is disclaimed in these conditions, including the actual process and translation costs and costs of legal assistance, which KAVO suffers for any fact for which liability is excluded in these conditions, unless

- a. - the purchaser has informed KAVO as soon as possible, and in any case within eight (8) days after the day on which the purchaser became aware of this, in writing, by submitting, whether or not via the website of KAVO, the accident report of the defect claim completed in full, and
- KAVO is insured for the damage and that insurance will pay out
In that case, the total liability is limited to the amount paid out under such insurance in the case in question;
- b. the purchaser or the third party concerned proves that the damage is due to the intentional or gross negligence of one or more employees of KAVO.

XII Privacy, data processing and security

1.

If KAVO processes personal data on behalf of the Purchaser during the execution of the agreement concluded between him and the Purchaser, KAVO and the Purchaser shall agree on a processing agreement in writing.

2.

The separately concluded written processing agreement shall in any case stipulate (a) that the processing takes place solely on the basis of written instructions by the Purchaser, (b) that the Purchaser observes the confidentiality of the data to be processed with regard to KAVO and vice-versa, (c) a description of the duration and specific purposes of the data processing, (d) the type of personal data being processed, (e) the data subjects whose data are viewed, (f) the cases in which the Purchaser granted KAVO permission to hire another processor and (h) the data storage period.

3.

The Personal Data provided to KAVO shall be carefully and confidentially stored by KAVO in accordance with the General Data Processing Regulation.

4.

KAVO is permitted to pass data to third parties, unless the Purchaser has indicated that he opposes this processing of the Personal Data.

5.

The person to whom the Personal Data processed by KAVO relate has the right to submit a request to KAVO for the inspection, correction and/or removal of his Personal Data. KAVO shall respond to this request within 4 weeks and must provide sufficient reasons for refusing this request.

6.

If KAVO is required to provide personal data to third parties pursuant to a statutory provision or a court order, KAVO is not obliged to pay damages or compensation. The Purchaser is also not entitled to terminate the Agreement on the grounds of any damage that may have arisen as a result.

7.

The Purchaser shall immediately and actively provide KAVO with all information necessary to enable KAVO to demonstrate the fulfilment of its legal obligations.

8.

Taking into account the state of the art, the implementation costs, as well as the nature, size, context and processing purposes, the risks and probabilities of persons varying in probability and severity, the Purchaser and KAVO shall take appropriate technical and organisational measures to ensure a security level that is geared to the risk.

9.

KAVO shall be entitled to assign the Purchaser access or identification codes. KAVO shall be entitled to change any assigned access or identification codes. The Purchaser shall treat the access and identification codes confidentially and carefully, and make them known only to authorised staff members. The Purchaser shall only make the access or identification codes known to personnel from countries outside the European Union or to international organisations after KAVO has given permission for this. KAVO shall never be liable for damage or costs resulting from the use or misuse of access or identification codes, unless the abuse was made possible as a direct result of an act or omission of KAVO.

10.

The Purchaser indemnifies KAVO against claims by persons whose personal data has been or will be processed in the context of processing that is carried out or has been carried out by the Purchaser, or for which the Purchaser is otherwise responsible by law, unless the Purchaser proves that the facts on which the claim is based must be attributed exclusively to KAVO.

11.

The Purchaser warrants to KAVO that the content, the use and/or the processing of the data provided by the Purchaser are not unlawful and do not infringe any right of a third party. The Purchaser indemnifies KAVO against any legal claim by third parties, on any grounds whatsoever, in connection with this data or the execution of the agreement.

12.

The Purchaser indemnifies KAVO against administrative sanctions, recovery penalties and punitive sanctions imposed on KAVO in the context of processing carried out by KAVO on behalf of the Purchaser.

XIII Dissolution

1.

Notwithstanding the provisions in Article IV, paragraph 2, Article V paragraphs 3c and 7 and Article VIII paragraph 3, KAVO may totally or partially dissolve the agreement without judicial intervention, with immediate effect - without being obliged to pay any compensation to the purchaser and without prejudicing the right of KAVO to claim damages from the purchaser – in case the purchaser is declared bankrupt, requests (provisional) suspension of payment, a request of the purchaser (private person) to declare the debt restructuring arrangement applicable, is granted, the purchaser as the result of seizure, receivership or otherwise loses power of authority to dispose of property or parts thereof and in the event the purchaser does not meet one or more of its obligations, whether or not these arise from the present agreement or arising from any other agreement or under the law.

2.

In the events referred to in paragraph 1, any amounts owed by the Purchaser to KAVO, including any damages, shall be immediately and fully exigible.

XIV Joint and several liability

If the Purchaser consists of more than one (legal) person at any stage of the fulfilment of the contract, each of these (legal) persons shall be jointly and severally liable to KAVO for obligations under the contract.

XV Exclusion transferability and pledging of claims

The purchaser cannot transfer or pledge claims on KAVO, for whatever reason, to a third party. This stipulation has an effect concerning the law of property in the frame of article 83 paragraph 2 (j^o article 98) of Book 3 (Netherlands) Civil Code. Third parties cannot derive any rights from agreements between purchaser and seller.

XVI Confidentiality

The Purchaser shall not in any way disclose this contract to third parties, nor any information that he knows or may reasonably assume to be confidential of which he takes cognisance in connection with the conclusion or fulfilment of this contract. The previous sentence shall not apply insofar as disclosure is required for the fulfilment of the contract or the Purchaser is under any such obligation pursuant to any statutory regulation.

XVII Lapse of claim rights

Unless stated otherwise in these general terms and conditions, all claim rights of the Purchaser vis-à-vis KAVO due or related to any order or assignment – including claims for compensation of damage and/or fines – shall in any event expire two years after the date of invoicing of the item delivered to the Purchaser, unless the claim(s) has (have) been brought before the competent court within this period.

XVIII Conversion and provisions that shall remain effective

1.
If any stipulation of this condition should be non-binding, the remaining provisions shall nevertheless remain effective. In addition, such a non-binding stipulation shall be converted into a stipulation that is binding and as close as possible to the meaning of the original.
2.
Following termination of the contract for whatever reason, those provisions that, by their nature, are intended to be effective shall remain effective. XIX Applicable law and competent court
3.
For all relationships between the Purchaser and KAVO, Dutch law exclusively applies. The applicability of the United Nations Treaty on international agreements, Vienna, 11 April 1980, Trb. 1981, 184 and 1986, 61 (Vienna Purchase Agreement) is explicitly excluded.
4.
All disputes, without any exception, which could arise, resulting from relations between parties governed by these conditions, will be settled by the Court of Zutphen, Gelderland, such with the exception of mandatory competency rules would stand in the way of this choice. Contrary to this, KAVO is also entitled to bring the dispute to the competent court in the jurisdiction where the purchaser is located.