

GENERAL TERMS AND CONDITIONS OF SALE GROUP JNV/VITA-VERDE/GRECFRESH/GREEN OVA

JNV Produce Marketing B.V. (Chamber of Commerce no. 27241634)

Vita-verde B.V (Chamber of commerce no. 66578663)

Grecfresh B.V. (Chamber of commerce no. 88250776)

Greenova B.V. (Chamber of commerce no. 87432951)

Further on called : above mentioned B.V.'s

which are registered offices in the Netherlands, Aartsdijkweg 97, 2276 LE Maasdijk, as well as its legal successors and affiliated companies, hereinafter to be referred to as JNV/Vita-verde/Grecfresh or Greenova, have laid down the following General Terms and Conditions of Sale:

Article 1 Definitions

1. The other Party: all (legal) persons entering into an agreement with the above mentioned group or to which they make a special offer and/or gives a quote, as well as their representative(s), authorized agent(s), legal successor(s) and heirs;
2. Agreement: all Agreements realized between above mentioned group and the other Party and all modifications or additions thereto as well as all (legal) acts performed in preparation and in implementation of such an Agreement;

Article 2 Applicability

1. These General Terms and Conditions of Sale will apply to all quotes given and special offers made by above mentioned B.V.'s and all Agreements concluded and orders accepted by them. The General Terms and Conditions of Sale thus apply to all (legal) acts (including omissions) of above mentioned B.V.'s and its relevant other Party.
2. Agreements as referred to in paragraph 1 of this article include sale agreements, commission agreements, consignment agreements, framework agreements and related agreements.
3. For the implementation of that stipulated in the Agreement, the other Party gives above mentioned B.V.'s permission to make use of use third parties who are not the employees of them. The General Terms and Conditions of Sale also apply to legal acts carried out by these third parties in connection with the fulfilment of obligations to which above mentioned B.V.'s are subject pursuant to the Agreement.
4. Deviations from and/or additions to any provision in these General Terms and Conditions of Sale will only be binding for above mentioned B.V.'s if these deviations and/or additions have been agreed on explicitly between above mentioned B.V.'s and the other Party, without reservation and in writing. Any deviations and/or additions agreed on will only apply to the Agreement concerned.

5. In the event that and insofar as on accepting a quote or an offer or entering into an agreement the other Party refers to general terms and conditions other than

the General Terms and Conditions of Sale of above mentioned B.V.'s with a view to applying these general terms and conditions to the Agreement, other general terms and conditions than these General Terms and Conditions of Sale will only apply to the Agreement if above mentioned B.V.'s have accepted such general terms and conditions without reservation and in writing.

6. In the event that following the intervention of a judicial authority, any provision of these General Terms and Conditions of Sale appears to be null and void, solely the provision concerned will cease to apply. All other provisions will continue to apply without prejudice.

Article 3 Offers and prices

1. All agreements concluded by above mentioned B.V.'s are deemed to have been realized at the business address of them, namely one of the above mentioned B.V.'s, both with regard to the implementation and the payment of the Agreement.

2. All sums mentioned in quotes, special offers, Agreements and orders will be given in GBP's (English Pound Sterling) for JNV Produce marketing and all other BV's in Euro's unless the parties have agreed otherwise in writing. Moreover, all sums mentioned are inclusive of transport costs and turnover tax for agreements with JNV Produce marketing all other B.V.'s are offers EXW, unless the parties have agreed otherwise in writing.

3. All offers made by above mentioned B.V.'s are without obligation.

4. All above mentioned B.V.'s retain the right to refuse orders without giving any reason.

5. All above mentioned B.V.'s are not obliged to keep to an offer and/or an agreement for a specified price if this price is based on a misprint and/or a writing error.

Article 4 Agreement

1. In the event that a quote contains an offer without obligation which is accepted by the other Party, above mentioned B.V.'s will have the right to revoke the offer within two working days of having received such acceptance.

2. The other Party will receive written confirmation of the order or a written record of the Agreement from above mentioned B.V.'s. This written record can consist of the invoice and/or purchase order.

3. If after the Agreement has been realized the parties agree on further and/or additional agreements or modifications, these will only be binding if and insofar as these agreements have been laid down in writing. In this case too, the written record can consist of the invoice and/or purchase order.

4. All taxes, duties, charges, levies, assessments and other fees or costs of any kind imposed on the import or purchase of the Products by the other Party or the export or sale of the Products by all above mentioned B.V.'s as a result of or in connection with the withdrawal of the United Kingdom from the European Union shall be borne by and for the account of the other Party.

5. In case the performance of this Agreement is in any way more onerous or more difficult for JNV as a consequence of or in connection with the withdrawal of the United Kingdom from the European Union, JNV can give written notice thereof to the other Party, upon which JNV is entitled to suspend its obligations and the parties shall in good faith renegotiate this Agreement.

Article 5 Cancellation of the Agreement

1. The other Party can only cancel the Agreement if this takes place in writing prior to the commencement of the implementation of the Agreement. With due observance of that stipulated hereinafter, in the event of a cancellation, all preparatory expenses incurred by above mentioned B.V.'s will be charged to the other Party at all times.

2. In the event that the Agreement is cancelled within **72 hours** prior to the time of delivery agreed on, in addition to the preparatory expenses, the other Party will owe compensation set at 50% of the price agreed. If the Agreement is cancelled later than **24 hours** prior to the time of delivery, the other Party will owe the full price agreed.

3. In the event that the Agreement is cancelled, regardless of the date on which the cancellation takes place, the other party will be obliged to compensate the costs that above mentioned B.V.'s must pay third parties arising from and in connection with the cancelled Agreement.

Article 6 Delivery

1. The delivery time agreed is not a strict deadline unless the parties have explicitly agreed otherwise.

2. Insofar as these are within reason, delivery delays will not give the other Party the right to terminate the Agreement or to any compensation.

3. Barring notice to the contrary given by the other Party, that delivered by above mentioned B.V.'s must comply with that agreed on by the parties both in terms of number and weight and in terms of requirements prescribed by public and public law. The parties explicitly agree on presumptive evidence with regard hereto.

4. Deliveries will be made to the customer, unless the parties have agreed otherwise in writing with regard hereto. The time of delivery is the time at which the goods are delivered to the customer **or loadingpoint agreed.**

5. In the event that parties have agreed that above mentioned B.V.'s will store the goods it is to deliver for the other Party, either in its own storage space or in that of a third party, the goods will be handed over at the time of their storage.

6. Before fulfilling the obligations it is subject to arising from the Agreement, above mentioned B.V.'s are entitled to demand sufficient security with regard to the other Party's fulfilment of its payment obligations.

7. In the event that the other Party still has an obligation to pay above mentioned B.V.'s any sum, especially if invoices sent by them are still partly or fully due, above mentioned B.V.'s will be entitled to suspend the obligation to deliver until the other Party has met all its obligations.

Article 7 Acceptance and complaints

1. Immediately following the delivery of the goods agreed by above mentioned B.V.'s, they must be inspected, verified and confirmed accordingly by signing the legal CMR by the other Party. The inspection and verification must be carried out in the presence of the driver. The other Party must verify whether the goods delivered comply with that stipulated in the Agreement, namely: a. whether the correct goods have been delivered;

b. whether the goods delivered comply with the quality requirements made and agreed with regard thereto, or in other words, the requirements that may be made in connection with normal use and/or commercial purposes;

c. whether the goods delivered comply with that agreed on by the parties in terms of quantity (number, amount, weight). If a difference is established by

the other Party that is less than 10%, the other Party will be obliged to fully accept the goods delivered, such for a pro rata reduction of the price agreed. 5

2. In the event that the goods are delivered ex warehouse, the other Party must inspect the goods delivered in the sales space of above mentioned B.V.'s .

3. Any defects and objections not related to circumstances set out in paragraph 1 of this article under c must be reported to them in writing immediately after having been established but within eight hours of delivery at the latest. If one of the above mentioned B.V.'s have not received a complaint immediately following delivery, the goods will be deemed to have been delivered in conformity with that stipulated in the Agreement and without any defects.

4. As soon as possible after having been established, any complaints concerning defects that are not immediately visible must communicated to above mentioned B.V.'s in writing to enable them to investigate the justness of the complaints concerned on the spot. The other Party must enable above mentioned B.V.'s to verify that the complaints of the other party are justified. In the event that above mentioned B.V.'s have not received a written complaint from the other Party **within two hours of the delivery**, the defect and/or the fault will not be deemed to have been present at the time of the delivery, but the parties will take it for granted that this defect and/or this fault arose after delivery.

5. That stipulated in this article will apply without prejudice in the event that the goods delivered by above mentioned B.V.'s for the other Party are delivered to a third party. The other Party can thus at no time argue against above mentioned B.V.'s that it had not inspected the goods delivered in view of the fact that they were stored with a third party elsewhere.

6. The other Party is obliged to keep the goods as a prudent debtor and possessor at all times.

Article 8 Payment

1. Unless the regulation concerned has been departed from, the other Party must pay the price agreed on after receiving the invoice related to the delivery without a reduction or claiming compensation within 28 days as of the date of invoice, or otherwise agreed in writing.

2. The setting off by the other Party of the sums invoiced by above mentioned B.V.'s against a counterclaim put forward by the other party or the suspension of payment by the other Party in connection with a counterclaim is not permitted, unless above mentioned B.V.'s have explicitly acknowledged the fact that it is obliged to pay the counterclaim without

reservation, or the existence of the counterclaim has been irrevocably established at law.

3. In the event that the term of payment is exceeded, the other Party will owe default interest of 1% per month, without prejudicing the other rights of above mentioned B.V.'s such as the right to compensation for extrajudicial costs and statutory interest.

4. In the event that the term of payment is exceeded, without prior notice of default, the other Party will owe statutory commercial interest on the outstanding sum. Insofar as it has been established at law that the Buyer does not owe statutory commercial interest, it will owe above mentioned B.V.'s the statutory interest concerned.

5. In the event that even after having been put into default by above mentioned B.V.'s, the other Party fails to pay the outstanding sums to above mentioned B.V.'s, in addition to the total sum due consisting of the outstanding sums increased by the interest payable, it will also be obliged to pay compensation for extrajudicial collection costs. The sum of the extrajudicial collection costs is set at 15% of the principal sum due.

6. Payment made by the other Party will first be applied to settle all interest and costs payable and subsequently for those invoices that have been outstanding for the longest periods. This will also be the case if the other Party states that the payment relates to a later invoice.

Article 9 Retention of title

1. Goods delivered by above mentioned B.V.'s will remain its property up to the time of full payment of all claims of above mentioned B.V.'s vis-à-vis the other Party on the basis of agreements concluded between them, including interests and costs.

2. The other Party will only be authorized to resell goods delivered by above mentioned B.V.'s that are subject to retention of title, as set out in paragraph 1 of this article, if reselling is one of the other Party's normal business activities.

3. In the event that the other Party fails to observe its obligations, or if the above mentioned B.V.'s have a well-founded fear that the other Party is not capable of fulfilling its obligations flowing from the Agreement, or if there is a suspicion that the other Party does not wish to fulfil the obligations to which it is subject, above mentioned B.V.'s will be entitled to take back the goods it has delivered, subject to retention of title mentioned in paragraph 1 of this article, from the other Party or from a third party keeping these goods for the

other Party or to cause these goods to be taken back. The other Party will be obliged to cooperate with such action carried out by above mentioned B.V.'s .

4. In the event that third parties wish to establish or assert a right on the goods delivered by above mentioned B.V.'s under retention of title, the other Party must notify [business name] hereof by return of post. The other Party must moreover point out to the third party concerned the fact that the goods in question were delivered under retention of title. The other Party must provide the third party with the Agreement concluded between the parties from which it is apparent that a retention of title was claimed with regard to the goods delivered.

5. The other Party is obliged to cooperate with all measures that the above mentioned B.V.'s wishes to take to protect their property rights with regard to goods it has delivered.

Article 10 Liability and risk

1. In the event that the other Party has goods in its possession delivered by above mentioned B.V.'s which are the property of above mentioned B.V.'s (including packaging) and/or which are subject to retention of title as referred to in Article 9 of these General Terms and Conditions of Sale, as of the time at which the goods are delivered to it up to the time at which they are returned or the time at which the ownership of these goods is transferred, the other Party will be liable for any damage caused by and/or with these goods.

2. In the event that it has goods in its possession that are the property of above mentioned B.V.'s (including packaging) and/or which are subject to retention of title as mentioned in Article 9 of these General Terms and Conditions of Sale, the other Party will be liable for any loss suffered by above mentioned B.V.'s as a result of the damage to, the loss of or the destruction of these goods, which loss arose in the period between the time at which above mentioned B.V.'s delivered the goods and the time at which the goods were returned or the time at which the ownership of the goods was passed.

3. In the event that as a result of circumstances attributable to the other Party above mentioned B.V.'s wishes to make use of its retention of title but nevertheless suffers a loss, the other Party will be liable for the loss suffered by the above mentioned B.V.'s .

4. In the event that in the implementation of the Agreement it has goods in its possession (including packaging) which are the property of above mentioned B.V.'s and/or subject to

retention of title as referred to in Article 9 of these General Terms and Conditions of Sale and in the event of theft, loss or damage to the goods supplied to it by

above mentioned B.V.'s , the other Party will be obliged to notify them hereof immediately. The other Party must immediately report theft or acts of war to the police of the municipality where the theft and/or the act of war took place. The other Party must provide above mentioned B.V.'s with a copy of such a report.

5. In the event that above mentioned B.V.'s have delivered goods to the other Party that are the property of a third party, the other Party will indemnify above mentioned B.V.'s against all claims of this third party with regard to damage caused by and/or with the goods that above mentioned B.V.'s has delivered to the other Party, as well as damage caused to the goods supplied by the other Party by above mentioned B.V.'s .

6. In the event that the other Party or a third party to which the other Party has passed on the goods delivered by above mentioned B.V.'s makes a recall or causes a recall to be made, above mentioned B.V.'s will only be able to be held liable for (a part of) the costs thereby incurred if i) it is established that they are liable for the circumstances that have led to the recall, and ii) above mentioned B.V.'s were consulted and had its say before the recall was made and iii) it has been established that the other Party acted as a reasonable and reasonably competent professional and attempted to limit the costs incurred in connection with the recall as far as possible.

7. In the event that above mentioned B.V.'s is liable for any damage, all liability of above mentioned B.V.'s will be limited to the sum paid out under the public liability insurance of above mentioned B.V.'s , increased by the own risk under this insurance policy. If for any reason whatsoever no sum is paid out pursuant to this insurance, all liability will be limited to the sum of the invoice corresponding to the Agreement on which the other Party's claim is based, on the understanding that all liability will be limited to a sum of EUR 40,000.

Article 11 Force majeure

1. In the event of force majeure, above mentioned B.V.'s will be entitled either to suspend the implementation of the Agreement or to fully or partly terminate the Agreement without the other Party being able to claim any compensation vis-à-vis above mentioned B.V.'s .

2. Force majeure of the above mentioned B.V.'s should be understood to mean:

- strikes held by the employees of the above mentioned B.V.'s or third parties called in by them in connection with the implementation of the Agreement;
- illness of employees of above mentioned B.V.'s or third parties called in by them in connection with the implementation of the Agreement;
- measures taken and/or prohibitions issued by the Dutch government and/or a foreign government by which they are bound; - unforeseen and unpredictable traffic impediments;
- accident(s) with a means of transport employed in connection with the implementation of the Agreement as well as unforeseen technical defects in these means of transport;
- (attributable) failure to perform by the suppliers of the above mentioned B.V.'s ;
- theft of goods required for the implementation of the Agreement;
- as well as all other unforeseen circumstances that prevent above mentioned B.V.'s from implementing the Agreement properly and on time and that are not for the account and risk of the above mentioned B.V.'s .

3. In the event that on the commencement of the force majeure, above mentioned B.V.'s has already partly met its obligations or can only partly meet its obligations, they will be entitled to send out separate invoices for that supplied and/or the part supplied. The other Party will then be obliged to pay the invoice concerned as if a separate Agreement was concerned.

4. All agreements related to the sale of agrarian products are subject to a good harvest. If as a result of a disappointing harvest in terms of the quantity and/or quality of the agrarian products concerned there are fewer products available than could have been expected within reason on concluding the Agreement, also as a result of products having been declared unfit by the authorized bodies, above mentioned B.V.'s will have the right to reduce the quantity they sell correspondingly. On reducing the quantity supplied, above mentioned B.V.'s will fully comply with their obligations to deliver. Above mentioned B.V.'s will not then be obliged to supply substitute agrarian products, neither will it be liable for any loss suffered whatsoever.

Article 12 Default and termination

1. In the event that the other Party fails to comply, fails to comply properly or fails to comply on time with any obligation arising for the other party from the Agreement

concluded with above mentioned B.V.'s and/or the law, including the obligation to pay on time as included in Article 8 of these General Terms and Conditions of Sale, the other Party will be in default *de jure* and above mentioned B.V.'s will be entitled to suspend the implementation of the Agreement and/or to fully or partly terminate the Agreement and any directly related Agreements without the above mentioned B.V.'s being obliged to pay any compensation and without prejudicing the further rights of the above mentioned B.V.'s .

2. In the event that the other Party is in default, it will owe above mentioned B.V.'s the statutory (commercial) interest as well as all costs both in and out of court incurred by the above mentioned B.V.'s within reason in establishing the liability of the other Party and/or in acquiring payment of its claims which are covered by Article 6:96 paragraph 2 of the Dutch Civil Code.

3. In the event of the (provisional) suspension of payment or the bankruptcy of the other Party or the closing down or the winding-up of the business of the other Party, all Agreements with the other Party will be terminated by operation of law, unless the above mentioned B.V.'s notifies the other Party within a reasonable term that it requires the observance of (part of) the Agreement(s), in which case without giving notice of default, the above mentioned B.V.'s will be entitled to suspend the implementation of the Agreement(s) concerned until sufficient security has been given with regard to payment, without prejudicing the further rights of above mentioned B.V.'s .

4. Above mentioned B.V.'s will have the right to terminate the Agreement in the event of permanent force majeure of the other Party. The other Party will then compensate all costs incurred and to be incurred by above mentioned B.V.'s .

5. In each of the cases mentioned in paragraphs 1, 2, 3 and 4 of this article, all claims of above mentioned B.V.'s vis-à-vis the other Party will be immediately due and payable and the other Party will be obliged to immediately return leased goods or goods for which payment has not yet been received.

6. The other Party must notify above mentioned B.V.'s without delay in the event of the attachment of movable or immovable goods owned by above mentioned B.V.'s and in possession of the other Party in connection with the implementation of the Agreement.

7. In the event of bankruptcy or suspension of payment, the other Party must notify above mentioned B.V.'s hereof immediately and show the bailiff, curator or administrator the Agreement without delay, indicating the property rights of above mentioned B.V.'s .

Article 13 Packaging

1. In connection with the delivery of its goods, above mentioned B.V.'s uses packaging. Among other things, packaging includes pallets and crates. In the event that above mentioned B.V.'s charges a deposit with regard hereto, the packaging will be taken back for the price of the invoice applicable at that time (in the event that business is done in a foreign currency the packaging will be taken back at the exchange rate applicable at the time of delivery). In taking delivery of returned packaging, a fixed sum in compensation may be charged in conformity with the applicable regulations. These regulations will be provided to the other Party at its request.
2. The packaging that the other Party wishes to return must be clean and fresh enough to be used for freshly edible horticultural products without further action needing to be taken by above mentioned B.V.'s .
3. In the event that packaging is to be returned by means of the own transport of above mentioned B.V.'s , the other Party must ensure that the packaging is sorted and ready for transport.
4. Packaging not supplied by above mentioned B.V.'s will only be taken back if and insofar as above mentioned B.V.'s has the products concerned in its own assortment and the packaging is in good condition.

Article 14 Industrial and intellectual property rights

1. Above mentioned B.V.'s explicitly reserves any intellectual and/or industrial property rights (trademarks) with regard to the products it supplies.
2. The other Party is not permitted to infringe on the intellectual and/or industrial property rights of a third party using the products supplied by above mentioned B.V.'s . The other Party indemnifies above mentioned B.V.'s against any claims of third parties on the basis of an infringement of intellectual and/or industrial property rights by means of goods delivered by above mentioned B.V.'s that take place after above mentioned B.V.'s have delivered the goods to the other Party.

3. *If the Products sold and delivered by the Seller are brought within the jurisdiction of Germany, the following provisions shall apply :*

- a. *Der nachfolgend vereinbarte Eigentumsvorbehalt dient der Sicherung aller jeweils bestehenden derzeitigen und künftigen Forderungen des Verkäufers gegen den Käufer und der mit ihm verbundenen Unternehmen aus der zwischen Käufer und Verkäufer bestehenden Lieferbeziehung (einschließlich Saldoforderungen aus einem auf diese Lieferbeziehung beschränkten Kontokorrentverhältnis).*
- b. *Die vom Verkäufer an den Käufer gelieferte Ware bleibt bis zur vollständigen Bezahlung aller gesicherten Forderungen Eigentum des Verkäufers. Die Ware sowie die nach den nachfolgenden Bestimmungen an ihre Stelle tretende, vom Eigentumsvorbehalt erfasste Ware wird nachfolgend „Vorbehaltsware“ genannt.*
- c. *Der Käufer verwahrt die Vorbehaltsware unentgeltlich für den Verkäufer. Der Käufer hat die Vorbehaltsware ausreichend, insbesondere gegen Feuer und Diebstahl, zu versichern.*
- d. *Der Käufer ist berechtigt, die Vorbehaltsware bis zum Eintritt des Verwertungsfalls (Ziff. 9.10) im ordnungsgemäßen Geschäftsverkehr zu verarbeiten und zu veräußern. Verpfändungen und Sicherungsübereignungen sind unzulässig.*
- e. *Nimmt der Käufer Forderungen aus der Weiterveräußerung von Vorbehaltswaren in ein mit seinen Abnehmern bestehendes Kontokorrentverhältnis auf, so tritt er einen sich zu seinem Gunsten ergebenden anerkannten Schlusssaldo bereits jetzt in Höhe des Betrages an den Verkäufer, der dem Gesamtbetrag der in das Kontokorrentverhältnis eingestellten Forderung aus der Weiterveräußerung der Vorbehaltsware entspricht.*
- f. *Wird die Vorbehaltsware vom Käufer verarbeitet, so wird vereinbart, dass die Verarbeitung im Namen und für Rechnung des Verkäufers als Hersteller erfolgt und der Verkäufer*

unmittelbar das Eigentum oder – wenn die Verarbeitung aus Stoffen mehrerer Eigentümer erfolgt oder der Wert der verarbeiteten Sache höher ist als der Wert der Vorbehaltsware – das Miteigentum (Bruchteilseigentum) an der neu geschaffenen Sache im Verhältnis des Werts der Vorbehaltsware zum Wert der neu geschaffenen Sache erwirbt. Für den Fall, dass kein solcher Eigentumserwerb beim Verkäufer eintreten sollte, überträgt der Käufer bereits jetzt sein künftiges Eigentum oder – im o.g. Verhältnis – Miteigentum an der neu geschaffenen Sache zur Sicherheit an den Verkäufer. Wird die Vorbehaltsware mit anderen Sachen zu einer einheitlichen Sache verbunden oder untrennbar vermischt und ist eine der anderen Sachen als Hauptsache anzusehen, so überträgt der Verkäufer, soweit die Hauptsache ihm gehört, dem Käufer anteilig das Miteigentum an der einheitlichen Sache in dem in Ziff. 9.6, S. 1 genannten Verhältnis.

g. Im Fall der Weiterveräußerung der Vorbehaltsware tritt der Käufer bereits jetzt sicherungshalber die hieraus entstehende Forderung gegen den Erwerber – bei Miteigentum des Verkäufers an der Vorbehaltsware anteilig entsprechend dem Miteigentumsanteil – an den Verkäufer ab. Gleiches gilt für sonstige Forderungen, die an die Stelle der Vorbehaltsware treten oder sonst hinsichtlich der Vorbehaltsware entstehen, wie z.B. Versicherungsansprüche oder Ansprüche aus unerlaubter Handlung bei Verlust oder Zerstörung. Der Verkäufer ermächtigt den Käufer widerruflich, die an den Verkäufer abgetretenen Forderungen im eigenen Namen einzuziehen. Der Verkäufer darf diese Einzugsermächtigung nur im Verwertungsfall widerrufen. Der Verkäufer kann verlangen, dass der Käufer ihm die abgetretenen Forderungen und deren Schuldner bekannt gibt, alle zum Einzug erforderlichen Angaben macht, die dazu gehörigen Unterlagen aushändigt und den Schuldnern die Abtretung mitteilt.

h. Greifen Dritte auf die Vorbehaltsware zu, insbes. durch Pfändung, wird der Käufer sie unverzüglich auf das Eigentum des Verkäufers hinweisen und den Verkäufer hierüber informieren, um ihm die Durchsetzung seiner Eigentumsrechte zu ermöglichen. Sofern der Dritte nicht in der Lage ist, dem Verkäufer die in diesem Zusammenhang entstehenden gerichtlichen oder außergerichtlichen Kosten zu erstatten, haftet hierfür der Käufer dem Verkäufer.

i. Wird im Zusammenhang mit der Bezahlung des Kaufpreises durch den Käufer eine wechselseitige Haftung des Verkäufers begründet, so erlischt der Eigentumsvorbehalt sowie die diesem zugrunde liegende Forderung aus Warenlieferungen nicht vor Einlösung des Wechsels durch den Käufer als Bezogener.

j. Übersteigt der Wert der für den Verkäufer nach vorstehenden Bestimmungen bestehenden Sicherheiten die gesicherten Forderungen insgesamt um mehr als 10%, ist der Verkäufer auf Verlangen des Käufers insoweit zur Freigabe von Sicherheiten nach Wahl des Verkäufers verpflichtet.

k. Tritt der Verkäufer bei vertragswidrigem Verhalten des Käufers – insbesondere Zahlungsverzug – vom Vertrag zurück (Verwertungsfall), ist er berechtigt, die Vorbehaltsware heraus zu verlangen.

l. Der Verkäufer ist zudem berechtigt, jederzeit die Herausgabe der Vorbehaltsware zu verlangen, insbesondere die Rechte auf Aussonderung oder Abtretung des Anspruchs auf die Gegenleistung im Insolvenzverfahren geltend zu machen, wenn die Erfüllung seiner Forderungen durch den Käufer gefährdet ist, insbesondere über dessen Vermögen das Insolvenzverfahren eröffnet wird oder sich dessen Vermögensverhältnisse wesentlich verschlechtern. 6 Die Geltendmachung des Eigentumsvorbehaltes sowie Pfändungen der Vorbehaltsware durch den Verkäufer gelten nicht als Rücktritt vom Vertrag.

Article 15 Applicable law

1. The legal relationship between above mentioned B.V.'s and the other Party is governed by Dutch law. 12

Article 16 Disputes

1. Any disputes flowing from an order, a quote, an offer or an Agreement to which these General Terms and Conditions of Sale apply, including conflicts related to these General Terms and Conditions of Sale, will be exclusively by the competent court in the district where above mentioned B.V.'s have its registered office, on the understanding that this choice of forum will not affect the right of above mentioned B.V.'s to settle a dispute by means of arbitration or a binding opinion.

2. In derogation of that stipulated in paragraph 1 of this article, the parties can agree in writing that they will allow the settlement of the dispute to be settled by the competent court in another district