# **General Terms and Conditions of Sale and Delivery of Prestotype B.**



V., hereinafter referred to as the "Conditions"

# Article 1 - General provisions

- 1.1 In these general terms and conditions of sale and delivery, the following terms are defined as stated below, if and insofar as this is not explicitly deviated from:
  - Quotation: a quotation from Prestotype free from obligation, in writing or on the website.
  - Defect: a deviation from an item that was already present before delivery, as a result of which the item does not or no longer conforms to the agreement, such as faults and flaws, which are the result of manufacturing and/or material errors or the absence of the (agreed) specific, essential requirements and/or characteristics. A defect is explicitly not taken to mean faults and flaws that have arisen after delivery, including but not limited to damage due to falling and faults and flaws caused by improper use or storage, incompetent or insufficient maintenance or normal wear and tear. Nor does the defect mean damage caused during/as a result of transport.
  - Offer: a written quote from Prestotype, free from obligation.
  - Client: the natural or legal person to whom Prestotype has submitted a quote and/or offer and/or with whom Prestotype enters into an agreement with regard to the delivery of goods and/or services.
  - Agreement: the written agreement concluded between Prestotype and the Client with regard to the delivery of goods and/or services to which these general terms and conditions apply.
  - Price/Purchase price: the price agreed between the parties in the agreement.

# Article 2 - Applicability

- 2.1 These general terms and conditions apply to all quotes, offers, agreements and deliveries of goods and services by Prestotype.
- 2.2 Stipulations that vary from or supplement these conditions are only binding if they have been agreed in writing and only apply on a case-by-case basis.
- 2.3 The voidability or the voidness of any provision of these conditions will not affect the validity of the remaining part of these conditions. In that case, the voided or void part will, as agreed, be replaced by that which legally most closely reflects that which the parties would have agreed upon if they had known of the voidness or voidability.
- 2.4 If Prestotype does not require strict compliance with these conditions in a particular case, it does not imply that these terms and conditions would not apply or that Prestotype would lose the right to demand strict compliance with these conditions in future cases, similar or otherwise.
- 2.5 The Client whom Prestotype has contracted with the application of these terms and conditions agrees to the applicability of these conditions to subsequent quotes, offers, agreements and deliveries of goods and services between him and Prestotype.
- 2.6 The general (purchase) conditions of the Client do not apply unless it is explicitly agreed in writing in the agreement that the general (purchase) conditions of the Client apply to the exclusion of these Conditions.

#### Article 3 - Offers, quotes

- 3.1 All offers, quotes, stock lists and official lists are entirely without obligation and do not bind Prestotype in any way unless explicitly and unambiguously stated otherwise in the offer and/or quote.
- 3.2 Each offer and/or quote of Prestotype is revocable, even if a period for acceptance has been set.
- 3.3 The data provided by Prestotype are for information purposes only, from which no rights can be derived. Statements from Prestotype regarding weights, colours, dimensions, performances,

properties, capacity, technical data, etc. are deemed to have been provided by approximation only and are subject to contract; such statements and notices will only bind Prestotype if explicitly agreed upon. Images, descriptions, photos, etc. and information listed on the Prestotype website, in whatever form, do not bind Prestotype.

# Article 4 - Agreement and cancellation

- 4.1 An agreement is only concluded from the moment that an offer or quote is (timely) accepted by the Client in writing by signing and returning a signed copy to Prestotype and subject to this being confirmed by (electronic) confirmation after receipt by Prestotype, or as a result of Prestotype, after receipt of the signed offer or quote, commencing the actual execution thereof or from the moment that the parties have signed a written agreement.
- 4.2 The signed offer or quote is deemed to be a complete and correct reflection of the contents of the agreement that has been concluded.
- 4.3 Prestotype is only bound by any subsequent agreements or changes, subject to the written confirmation thereof by Prestotype.
- 4.4 Prestotype cannot be held liable for misunderstandings, delays or a failure to properly communicate data and announcements as a result of the use of any means of communication between Prestotype and the Client, or between Prestotype and third parties, insofar as these relate to the relationship between Prestotype and the Client, unless in the event of intent or gross negligence on the part of Prestotype.
- 4.5 If Prestotype concludes an agreement with two or more (legal) entities, each of these (legal) entities will be jointly and severally liable for the performance of the agreement towards Prestotype.
- 4.6 Prestotype is authorised to engage third parties in the execution of the agreement concluded with the Client.
- 4.7 Prestotype reserves the right to fully or partially dissolve #the agreement without judicial intervention if the Client fails in the fulfilment of its obligations towards Prestotype, if a prejudgement or executory attachment has been imposed on the Client, if the Client applies for a (provisional) suspension of payment, if a winding-up petition involving the Client has been filed for or if he files for this himself, if the Client applies for the applicability of the statutory debt rescheduling scheme, if the Client dies or if the Client does not proceed to purchase. If the agreement is dissolved by Prestotype on one of the aforesaid grounds, the Client will automatically owe Prestotype a non-mitigating fine of 50% of the purchase price as compensation for the incurred (internal) costs, loss of profit, etc. In addition, the Client must compensate all other costs incurred by Prestotype in preparation for the performances to be delivered by Prestotype, as well as all other damage suffered by Prestotype. In cases as referred to above, Prestotype is entitled to set off the down payment paid by the Client against the amount (as stated above) that the Client owes Prestotype.
- 4.8 Insofar as Prestotype (on the basis of one of the aforesaid grounds) was entitled to dissolve the agreement concluded between the parties, it will not be obliged to pay any compensation to the Client, for whatever reason.
- 4.9 The Client is entitled to cancel the agreement before Prestotype has commenced the performance thereof, provided that the client compensates any damage incurred by Prestotype, hereafter referred to as the "loss amount". This damage includes any losses incurred by Prestotype and loss of profit and, in any case, the costs that Prestotype has already incurred in preparation. The loss amount to be paid by the Client is at least 25% of the purchase price. Prestotype is entitled to set off (any) down payment paid by the Client against the loss amount.
- 4.10 Verbal commitments by and agreements with Prestotype staff only bind Prestotype insofar as they have been confirmed by Prestotype.
- 4.11 With regard to goods or services for which no agreement is drawn up in view of their scope or nature, the delivery note and/or the invoice will be considered as the agreement.

#### Article 5 - Agents, representatives, etc.

5.1 All offers and quotes made by agents, representatives and other intermediaries and all agreements entered into by agents, representatives and other intermediaries only bind Prestotype subject to these being confirmed by Prestotype in writing.

- 6.1 The prices quoted by Prestotype are exclusive of turnover tax (VAT), transport costs, packaging, insurance and other government charges on the sale and delivery unless explicitly agreed otherwise.
- 6.2 The stated price applies to the performance in accordance with the agreement only.
- 6.3 In the event of compound quotes/agreements, there is no obligation to deliver part of the total performance against the amount stated in the quote/agreement for this part or at a proportional part of the price quoted for the whole.
- 6.4 If after the conclusion of the agreement, one or more of the factors determining price and rate are subject to an increase, even if this occurs as a result of foreseeable circumstances, Prestotype will be entitled to increase the agreed (or quoted) price accordingly. Such an adjustment does not give the Client the right to dissolve the agreement.

### Article 7 - Payment and provision of security

- 7.1 Unless agreed otherwise, the Client will be required to pay the agreed price and other amounts owed under the agreement within 7 days of the invoice date, without the possibility of relying on any discount, set-off or suspension. Payment must be made cash on delivery if the Client is a natural person not acting in the course of a profession or business. In the event of late payment as referred to above, the Client will be in default without a notice of default from Prestotype being required.
- 7.2 In the event of an agreed delivery in parts, Prestotype, after delivery of the first part, will be entitled to request payment of the other parts in addition to payment of said first part.
- 7.3 The Client, irrespective of the agreed payment conditions and on demand of Prestotype, is at all times obliged to provide security for the payment of the amounts to be paid to Prestotype under the agreement. The security offered must be such that the claim, including any interest and costs, is properly covered and that Prestotype will have recourse without any difficulty. Any security that has subsequently become inadequate must be supplemented to a sufficient degree of security on demand of Prestotype. If the Client fails to comply with the provisions in this paragraph within the set term, he will immediately be in default. In that case, Prestotype will be entitled to terminate the agreement without incurring costs. In that case, the Client will automatically owe Prestotype a non-mitigating fine of 50% of the purchase price, irrespective of the right of Prestotype to recover its full damage from the Client and to set off any down payment already paid.
- 7.4 In the event of late or incomplete payment, the Client:
  - 1. will immediately owe interest to Prestotype; the interest rate is 10% per year, but is equal to the statutory commercial interest if higher; when calculating the interest, part of a month will be deemed a full month:
  - 2. will be obliged to pay full compensation for both extrajudicial and judicial collection costs, including costs for lawyers, bailiffs and debt collection agencies. Extrajudicial costs are set at a minimum of 15% of the principal with interest, subject to a minimum of €2,500.
- 7.5 The right of the Client to set off any claim against Prestotype is excluded.

# Article 8 - Deliver time

- 8.1 The period of delivery as indicated by Prestotype is by approximation only and can, therefore, never be regarded as a final deadline unless it is explicitly stated in writing that it concerns a deadline. Prestotype will only be in default subject to the Client having declared the Prestotype to be in default, also in the event of an agreed deadline.
- 8.2 The delivery time commences on the last of the following dates:
  - 1. the date on which the agreement is concluded;
  - 2. the date of receipt by Prestotype of the information, documents, data, permits, etc., necessary for the execution of the agreement;
  - 3. the date on which all formalities required for commencement of the work have been fulfilled:
  - 4. the date of receipt by Prestotype of the amount that, in accordance with the agreement, must be paid in advance when the agreement is concluded.
- 8.3 The delivery time is based on the facts known upon the conclusion of the agreement and on timely delivery of items required for the execution of the agreement by third parties.
- 8.4 In the event of a delay occurring through no fault of Prestotype, the delivery time will be extended,

- insofar as necessary. Notwithstanding the foregoing, the delivery time will be extended by the duration of the delay that occurs on the part of Prestotype due to the Client failing to comply with any obligation under the agreement.
- 8.5 The delivery time will also extended in the event of additional work, in which case the delivery time will be extended by the time required to carry out the additional work or if the Client, after approval by Prestotype, changes the agreement.
- 8.6 When the agreement is performed by the contractor, the Client is obliged to do all that is reasonably required or desired in order to facilitate timely delivery by Prestotype.
- 8.7 In the event of non-compliance by the Client with the provisions of Articles 8.6 and 7.3, any agreed deadline for delivery will no longer be binding and the Client will be in default without a written notice of default from Prestotype being required. In that case, Prestotype, without prejudice to the rights vested in it under the law, is entitled to suspend performance of the agreement until the Client has remedied this default. Once remedied, Prestotype will perform the agreement within a reasonable term.
- 8.8 Regardless of whether the delivery time is a final deadline or by approximation only, exceeding this time does not give the Client the right to any compensation, suspension of any of his obligations under the agreement, set-off or deduction unless explicitly agreed otherwise.
- 8.9 Exceeding the delivery time does not give the Client the right to full or partial dissolution of the agreement unless it is exceeded by more than 20 weeks plus the extension. In that case, the Client may dissolve the agreement by means of a written notice to Prestotype and, if applicable, will only and exclusively be entitled to a refund of that part of the price already paid by him.
- 8.10 Prestotype can never be held liable for any damage caused by the delay in the delivery, except in the event that said delay is due to intent or gross negligence on the part of Prestotype. In the case of a delay in the delivery, Prestotype can never be held liable for direct/indirect damage or any other damage or loss, of whatever nature and scope. Insofar as any liability is legally enforced, the liability for the damage caused by the delay in delivery will be limited to a maximum of 10% of the purchase price.

## Article 9 - Delivery

- 9.1 Unless otherwise agreed, delivery will be made at the location where Prestotype runs its business.
- 9.2 Prestotype is not obliged to deliver the goods in parts.
- 9.3 The Client is obliged to take delivery of the goods at the agreed time. The costs arising from a refusal to accept the delivery or late acceptance, costs of storage (and transfer) included, will be at the expense of the Client.
- 9.4 The Client is obliged to fully cooperate in the delivery of the goods to be supplied by Prestotype under the agreement. The Client, without a formal notice to that end, will be in default if he fails to collect the goods to be delivered on demand of Prestotype at the location of the latter or if delivery has been agreed at the Client's address, the Client refuses to take delivery of the goods.
- 9.5 In case of delivery at his address or any other address as indicated by the Client, the Client guarantees that the specified location is suitable for delivery of the goods.
- 9.6 If at the request of the Client, staff or equipment of Prestotype are used for the loading or unloading of goods, it will be entirely at the risk of the Client.
- 9.7 If transport of the goods to be delivered has been agreed, it will be at the expense and risk of the Client unless delivery carriage paid has been agreed. Prestotype is free in its choice of load, loading, means of transport and freight forwarder/carrier unless explicitly agreed otherwise.
- 9.8 From the moment of delivery, the goods will be at the expense and risk of the Client. This is without prejudice to Prestotype's retention of title.
- 9.9 The Client is personally responsible for taking out transport insurance unless otherwise agreed in writing.

# Article 10 - Obligation to investigate and complain

- 10.1 At the time of taking delivery, the Client must inspect the goods for any visual defects on the outside and sign the delivery note/transport document to confirm safe receipt. The Client must state any defects (and/or visual damage) on the relevant document. The goods are deemed to have been delivered in a good condition and in accordance with the agreement, if and insofar as the aforesaid documents do not state otherwise.
- 10.2 Complaints relating to any visual defects on the outside of the goods discovered during the inspection referred to in paragraph 1, or which could reasonably have been discovered, must be

- reported by the Client to Prestotype in writing within 2 working days of delivery, clearly specified and submitted by e-mail and registered letter.
- 10.3 Defects that are not discovered at the time of the aforesaid inspection and which could not have been discovered during said inspection must be reported by the Client to Prestotype within 8 working days of discovery, in the manner as explained in Article 10.2.
- 10.4 Any right of claim of the Client against Prestotype relating to defects in the goods delivered by Prestotype lapse if the defects have not been reported to Prestotype within the periods specified in Articles 10.2 and 10.3 and/or not in the manner as specified therein. The Client's right of claim against Prestotype in relation to the goods delivered by Prestotype also lapse if:
  - 1. The Client does not render his assistance to Prestotype regarding an investigation into the merits of the complaints, or if it does so insufficiently;
  - 2. The Client has set up, handled, used, stored or maintained the goods incorrectly or if he has used or handled the items under circumstances which are not suitable for the goods;
  - 3. The Client has carried out/commissioned repairs and/or modifications to the goods without the prior explicit consent of Prestotype;
  - 4. the item is taken into use by the Client after discovery of the defects as referred to in Article 10.2, or if the use of the item is continued after discovery as referred to in Article 10.3.
- 10.5 The performance by Prestotype is, in any case, deemed satisfactorily between the parties if the other party has taken the goods into use or has treated or processed the goods or a part thereof, or has supplied them to third parties, or if it has arranged for the goods to be taken into use or arranged for these to be treated or processed, or if it arranged for them to be supplied to third parties, provided the other party has observed the provisions of Articles 10.2, 10.3 and 10.4(d).
- 10.6 Article 10 only applies if it concerns a new item sold and delivered by Prestotype unless otherwise agreed.
- 10.7 Used items are sold on an 'as-is' basis and delivered in their current condition, with or without any visible and invisible defects unless otherwise agreed. The Client accepts the 'as-is' basis of the purchase and the fact that Prestotype cannot issue any warranties in this respect. The Client has the right to inspect the goods prior to the sale and delivery.

#### Article 11 - Warranty

- 11.1 Insofar as it concerns a new item:
  - 1. If within a period of 12 months after delivery, defects manifest themselves in a new item sold and delivered by Prestotype, the Client may require Prestotype to proceed to repair the item or if repair is not possible, to supply a replacement item or replacement parts, subject to simultaneous return of the defective item(s) or parts.
  - 2. The Client may only request a replacement after Prestotype has been given the opportunity to repair the defects within a reasonable period of time and repair does not appear to be possible. Replacement cannot be claimed if the deviation is too small to justify a replacement.
  - 3. The warranty/repair work referred to under (b) will be carried out by Prestotype free of charge, on the understanding that the transport costs and any travel and subsistence expenses in connection with the execution of the relevant warranty/repair work, if carried out outside the company of Prestotype, will (or can) be charged by Prestotype to the Client.
  - 4. The warranty period referred to under (a) can be extended at an additional charge to be agreed upon.
  - 5. The Client cannot invoke the warranty provision in the event of incorrect use of the item such as abnormal, rough or improper use, neglect and non-compliance with the instructions in the user manual.
  - 6. The Client's entitlement to proceed to dissolve the agreement on any grounds is explicitly excluded.
- 11.2 The following applies in the event of a used item:
  - 1. Unless explicitly agreed otherwise, the goods are sold and delivered by Prestotype unquestioningly, i.e. without any guarantee, while the Client's rights under Section 7:17 of

- the Netherlands Civil Code are explicitly excluded. The Client explicitly waives these rights. The Client cannot invoke any claim in respect of the item sold having visible and invisible defects, or not conforming to the agreement unless Prestotype knew about this.
- 2. Prestotype does not provide any indemnification or guarantee or make any promise to the Client with regard to the absence of defects or the quality of the item sold, by whatever name and in any way, shape or form. This provision implies, among other things, that Prestotype does not provide any indemnification or guarantee or make any promise, including the actual properties of the item and its condition. The Client declares to have investigated the possible defects and/or limitations and/or the condition of the item or deems this necessary.
- 3. With regard to the item, the Client explicitly waives any action against Prestotype for whatever reason, including an action for compensation of damage of whatever nature that the Client may suffer.
- 4. The Client is aware of the fact that these provisions of Article 11.2 entail that he, among other things and, more in particular, waives any right to claim compensation from Prestotype for any damage or loss of whatever nature, which the Client may suffer. The Client indemnifies Prestotype in connection with any damage or payment obligation which Prestotype may be subject to after delivery of the item (subsequently, on the part of the government or otherwise).
- 5. Finally, the Client explicitly declares to have accepted the aforesaid provisions and stipulations and to be aware of the related risks and to have sufficiently taken cognizance of the legal status and actual condition of the item.

#### Article 12 - Assembly/Installation

- 12.1 Insofar as it has been agreed that Prestotype will arrange the assembly/installation of the item to be delivered by engaging third parties or otherwise, the Client will be responsible towards Prestotype for the correct and timely provision of all structures, facilities and/or conditions, which are necessary for the set-up of the item to be fitted/installed and/or the correct operation of the item once fitted/installed. This does not apply if and insofar as this assignment is performed by or on behalf of Prestotype in accordance with data produced or provided by or on behalf of Prestotype.
- 12.2 Without prejudice to the provisions of Article 12.1, the Client, if the parties have agreed that Prestotype will arrange the assembly/installation of the item to be delivered, will, in any case, and at his own expense and risk ensure that:
  - the employees of Prestotype and any third parties engaged by it can start their work and continue working during normal working hours as soon as they have arrived at the place of assembly/installation and, in addition, if Prestotype deems this necessary, outside normal working hours;
  - 2. suitable accommodation and all facilities as required by government regulations, the agreement and the use are present for the employees of Prestotype and any third parties engaged by it are present;
  - 3. that the designated place of the set-up is suitable for storage, assembly/installation;
  - 4. the necessary lockable storage facilities for materials, tools and other equipment are present;
  - 5. the required and customary auxiliary equipment and auxiliary materials (including fuels, oils and lubricants, cleaning material and other consumables, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and that the measuring and testing equipment commonly used by the Client are at the disposal of Prestotype, at the right time and place, free of charge;
  - 6. all necessary safety and precautionary measures have been taken and enforced and that all measures have been taken and enforced to meet the applicable government regulations within the framework of the assembly/installation;
  - 7. upon commencement of and during the assembly/installation the products supplied are present at the right place;
- 12.3 Damage and costs incurred due to failure to meet the conditions set out in this article or failing to meet these in time will be at the expense of the Client.
- 12.4 Article 8 applies by analogy with regard to the assembly/installation time.

#### Article 13 - Transfer of Risk and Ownership

- 13.1 From the moment the item has been delivered, the Client will bear the risk for all direct and indirect damage which may be caused to or as a result of the item, unless in the event of damage or loss that is due to intent or wilful recklessness on the part of Prestotype.
- 13.2 Without prejudice to the provision above, ownership of the item only passes to the Client subject to the Client having paid all that he owes to Prestotype for whatever reason, including interest and costs.
- 13.3 In the event that Prestotype can no longer invoke retention of title because the item has been mixed, distorted, tracked or similar, the Client will be obliged to pledge the newly formed item /goods to Prestotype on the latter's demand or to otherwise provide security regarding the fulfilment of his obligations under the agreement.
- 13.4 After Prestotype has invoked retention of title, the Client is obliged to allow Prestotype access to the item so that the item can be taken back by Prestotype.
- 13.5 Before ownership has passed to the Client, the Client is not entitled to sell the item, to give it in loan or to pledge it to third parties or to otherwise encumber it in favour of third parties.

#### Article 14 - Liability

- 14.1 The liability of Prestotype is limited to fulfilling the warranty obligations described in Article 11.1. If Prestotype has failed to fulfil its obligations under Article 11.1 within a reasonable period of time, the Client may submit a written notice setting out a final, appropriate deadline for Prestotype to fulfil these obligations. If Prestotype fails to fulfil its obligations before this final deadline, the Client, at the expense and risk of Prestotype, may carry out the necessary repair work itself or have it carried out by a third party. If repair work is thus carried out by the Client or by a third party successfully, Prestotype, by reimbursing the reasonable costs incurred by the Client, will be discharged of all liability for the relevant defect, on the understanding that these costs do not exceed 10% of the price agreed for the item supplied.
- 14.2 If the repair work in accordance with Article 11.1 is not carried out successfully by Prestotype, the Client or third party, the Client can claim a discount on the price agreed for the item supplied in proportion to the value reduction of the item, on the understanding that this discount does not exceed 10% of the price agreed for the item supplied.
- 14.3 Unless in the event of intent or deliberate recklessness on the part of Prestotype and subject to the provisions of Articles 8.9, 14.1 and 14.2, all liability of Prestotype for defects in the item supplied and in connection with the delivery, such as for damage by exceeding the delivery time and due to non-delivery, for damage as a result of liability towards third parties, for direct trading loss, loss of sales and/or profit, consequential damage or loss, downtime, loss of goodwill and indirect damage and for damage as a result of any unlawful act or omission of Prestotype, is excluded.
- 14.4 If Prestotype, without having been instructed to arrange the assembly/installation, does provide aid and assistance, of whatever nature, during the assembly/installation, it will be at the risk of the
- 14.5 The Client is obliged to indemnify or compensate Prestotype in respect of all third-party claims for compensation of any damage.
- 14.6 Notwithstanding the foregoing, any liability of Prestotype will be limited to the amount that is paid out in the relevant case under the liability insurance taken out by Prestotype. Prestotype's liability is, in any event, limited to at most the price paid by the Client for the item.
- 14.7 Prestotype can never be held liable for damage resulting from safety defects in an item.

# Article 15 - Force majeure

- 15.1 Shortcomings in Prestotype's compliance with the agreement cannot be attributed to Prestotype if Prestotype cannot be blamed for these or held accountable for it by law, under the agreement or according to generally accepted standards.
- 15.2 Shortcomings by Prestotype in the performance of the agreement as a result of war, mobilisation, riots, flooding, closed shipping, other traffic congestions, fire, machine breakdown and other accidents, strikes, lock-outs, trade union actions, export and import restrictions, operational failures at as well as breach of contract by suppliers, other government measures, non-delivery of necessary materials and semi-finished products by third parties, intent or gross negligence of auxiliary persons and other similar circumstances, are not deemed attributable to Prestotype and do not entitle the Client to terminate the agreement or claim compensation.
- 15.3 In the case of force majeure, only Prestotype will be entitled to fully or partially suspend the

- performance of the agreement for the duration of the circumstances causing the force majeure, or to fully or partially dissolve the agreement (without judicial intervention) without the Client being entitled to claim any compensation, for any reason whatsoever.
- 15.4 In the event of dissolution as referred to in Article 15.3, the Client is obliged to purchase work /services carried out and/or goods delivered and made available within the framework of the agreement and to pay proportional purchase price/agreed sum.
- 15.5 If as a result of (the situation causing the) force majeure, Prestotype has to incur additional costs to execute the agreement, Prestotype has the right to charge these additional costs to the Client and the Client will be obliged to pay these additional costs on demand of Prestotype.

### Article 16 - Failure to purchase

- 16.1 If the Client remains in default with the purchase of the item after receiving a notice of default, Prestotype will be entitled to charge the resulting costs to the Client, all this without prejudice to the right of Prestotype to dissolve the agreement in accordance with the provisions of Article 4.7 and claim the fine.
- 16.2 Prestotype is at all times entitled to exercise its rights under Section 6:90 of the Netherlands Civil Code.

#### Article 17 - Disputes and Choice of forum

17.1 All disputes that may arise as a result of an agreement to which these conditions fully or partially apply or as a result of further agreements ensuing therefrom, will exclusively be settled by the competent Dutch court with jurisdiction in Prestotype's place of business (under the articles of association).

# Article 18 - Applicable law

- 18.1 All agreements to which these conditions fully or partially apply and further agreements ensuing therefrom are governed by Dutch law.
- 18.2 The applicability of the Vienna Sales Convention is excluded.

#### **Article 19 - <u>Translations and Void stipulations</u>**

- 19.1 In the event of differences between these general terms and conditions and the Dutch text, the Dutch text prevails.
- 19.2 The possible voidness of a stipulation in these general terms and conditions does not affect the validity of the other stipulations. In that case, the void stipulation will be replaced with a valid stipulation that is as close as possible to the purpose and purport of the void stipulation.