

## **General terms and conditions of sale and delivery of Teboza Productions B.V., Teboza B.V., TNSA B.V., Teboza Organics B.V. and T.A.A. Productions B.V.**

### Article 1 Definitions

For the purpose of these general terms and conditions of sale, the following definitions apply:

- **Vendor:** Teboza Productions B.V and/or Teboza BV and/or TNSA B.V. and/or Teboza Organics B.V. and/or T.A.A. Productions B.V.;
- **Buyer:** the counterparty of the Vendor in an agreement or other legal relationship;
- **Agreement:** the agreement between the Vendor and Buyer and any changes or amendments to it;
- **Goods:** all material things that are or will be supplied to Buyer for the execution of an Agreement;
- **Services:** services to be granted by the Vendor to the Buyer;
- **Buyer's Loss:** any direct pecuniary damage, except for loss of sales, profit and/or consequential loss, but including reasonable incurred costs related to accountants, legal advisers and tax consultants to establish loss and liability;
- **Conditions:** these general terms and conditions of sale and delivery.

### Article 2 Scope of applicability

1. These conditions apply to all legal relationship between the Vendor and the Buyer, including but not limited to quotes, Agreements and services, such as the provision of cultivation advice.
2. By accepting a quote issued the Vendor, the Buyer also accepts the applicability of these Terms and Conditions. Applicability of the Buyer's general terms and conditions is explicitly rejected.
3. Deviations from and additions to these Terms and Conditions only apply if and insofar they have been explicitly accepted in writing by an authorised representative of the Vendor. Agreed deviations or amendments only relate to the delivery for which they have been agreed.
4. These terms and conditions also apply to all agreements with the Vendor that the Vendor carries out with services subcontracted to third parties.
5. In the event the general terms and conditions of the parties apply alongside each other, the Vendor's terms and conditions will take precedence in the event of a conflict between the terms and conditions of the Buyer and the Vendor.
6. In the event one or more provisions of these general terms and conditions are void or voided, the remaining provisions of these general terms and conditions remain applicable. The Vendor and the Buyer will agree on new provisions to replace any provisions that are invalid or declared void, while taking into account the purpose and meaning of the original provisions.
7. The Vendor endeavours to make these general terms and conditions available to the Buyer before or at the time an agreement is entered into. If no copy has been handed over or if this was not reasonably possible, the General Terms and Conditions can be sent free of charge at the Buyer's first request. The General terms and conditions can be downloaded free of charge from [www.teboza.com](http://www.teboza.com) and they have also been filed with the Venlo Chamber of Commerce.
8. If the Supplier enters into more than one agreement with the Buyer, these General Terms and Conditions will always be applicable, regardless of whether they were explicitly declared applicable.
9. Any reference in these general terms and conditions to 'delivery (of Goods)' must be interpreted as also including the performance of services and work.
10. Any reference in these terms and conditions to written communications must be interpreted as including communications by electronic means.
11. If a situation arises between the Vendor and the Buyer that is not regulated by these terms and conditions, the situation must be evaluated within the spirit of these general terms and

conditions. The Buyer cannot transfer any rights and obligations arising from agreements entered into with the Vendor, other than with the Vendor's agreement.

### Article 3 Offers/Quotes/Conformity/Prices

1. Any offers and quotes, in whatever form they may be, are always non-binding, unless agreed otherwise in writing. Any offer or quote is valid for a maximum period of 30 days. The Vendor is only bound by the quote or offer, if the Buyer has confirmed acceptance of it within 30 days in writing and on condition that the goods offered in the quote or offer are still present or if their delivery is still feasible, unless the Vendor revokes the quote or offer within five working days from receipt of the acceptance.
2. The Buyer must inform the Vendor in writing of any actual or alleged inaccuracies in the agreement confirmation within eight days from the date of confirmation, failing which the comments will not be admissible.
3. Oral promises or agreements made by or with its employees do not bind the Vendor unless after and insofar they have been confirmed in writing.
4. If the acceptance deviates from the offer included in the quote, the Vendor is not bound by it. In that case, the agreement would not become effective in line with the deviating acceptance, unless the Vendor indicates differently.
5. All indications given by the Vendor of figures, measures, weights and/or other specifications in relation to its produce are for information purposes and only give a general representation.
6. A composite quote does not oblige the Vendor to deliver part of the Goods contained in the offer or quote at the corresponding proportion of the price quoted.
7. Quotes or offers do not apply to subsequent orders.
8. Agreements to which the Vendor is party only become effective after the Vendor accepted an order from the Buyer in writing, or until the actual delivery ex works of the Goods sold by the Vendor to the Buyer.
9. The prices in the offers/quotes are valid for delivery ex works, in euros, including loading costs, excluding VAT, packaging, government levies, shipping costs, transport and administration costs, unless explicitly agreed otherwise. Insofar as not agreed otherwise, any transport, dispatch and/or postage costs and costs for insuring the Goods are at the Buyer's expense.
10. Any of the Buyer's orders accepted by the Vendor are considered to be only specific by type and variety. If any packaging, version, model, type, etc. has changed, the Vendor is considered to have discharged itself of its obligations by supplying the amended packaging, version, model, type, etc., at the corresponding standard price.
11. If after the agreement has been entered into, a change occurs in one or more cost determining factors on which the Vendor's prices are based, such as price increases resulting from exchange rates, wages, raw materials or packaging, the Vendor is entitled to increase the agreed prices accordingly and to invoice them to the Buyer. The Buyer is entitled to dissolve the agreement only within three months from accepting the quote or offer and provided the Buyer justifiably invokes the ground for nullification referred to in Book 6 Section 235 Civil Code.

### Article 4 Conditional clause

All of the Vendor's offers and quotes and any agreements the Vendor enters into are made subject to a crop and processing reservation. In the event less produce is available due to a disappointing harvest or the processing of harvested produce in terms of quantity or quality of the harvested and processed produce, than the amount specified in the offer/quote and agreement, the Vendor has the right to supply less produce to the Buyer accordingly, without the Buyer being entitled to enforce delivery of the shortfall, to demand damaged or to dissolve part or all of the agreement.

#### Article 5 Delivery, transfer of risk and term of delivery

1. Unless agreed differently in writing, delivery takes place ex the Vendor's warehouse or distribution centre. From the moment the Goods leave the warehouse or distribution centre, they are at the Buyer's expense and risk.
2. If and insofar the Vendor arranges transport for the Goods, this does not prejudice the provision in clause of this article. The transport method is decided by the Vendor. If the Vendor arranges the transport of the Goods, whether or not it is in Agreement with the Buyer, the Vendor can freely choose the packaging, transport company and route to be followed. If the Vendor also arranges transport insurance, this does not prejudice the provision in clause 1 and the Buyer can take out additional insurance for the Goods if preferred. From the moment the Goods are at the Buyer's expense and risk, the Buyer takes out adequate insurance cover for the Goods against potential risks such as, but not limited to, loss, theft, damage and/or perishing of the Goods.
3. The Vendor is entitled to deliver the Goods in parts, in which case everything the parties agreed about such sales applies to each individual delivery. The Vendor is entitled to invoice pro rata for the part delivery concerned.
4. The Buyer is obliged to buy Goods at the time the Vendor delivers them or arranges their delivery, or at the time when the Goods are actually made available in accordance with the agreement. If the Buyer refuses or omits to provide the information or instructions required for delivery, the Vendor is entitled to store the Goods at the Buyer's expense and risk. Any costs of additional transport, storage, insurance and other additional costs are at the Buyer's expense.
5. If the date of an actual delivery is postponed at the request or due to the fault of the Buyer, if the Buyer asks for staggered deliveries and/or fails to collect Goods, the risk for the Goods is nevertheless transferred to the Buyer with effect from the time when these Goods are identified as 'the Buyer's Goods' in the Vendor's accounts and warehouse.
6. If the Vendor indicates a term of delivery, it must only be considered as indicative. A time for delivery can therefore always be extended. Except in the event of intent or gross negligence by the Vendor or its managerial employees, the Buyer cannot lay claim to damages or the dissolution of the agreement if the delivery time is exceeded by up to 30 days. If the term of delivery is exceeded by more than 30 days, the Buyer must place the Vendor in default in writing, as part of which the Vendor must be given a reasonable period of time to fulfil its obligations, without the Buyer being entitled to damages in any way. Should the notice of default be followed by default, the Vendor will enter into consultation with the Buyer about compliance with or termination of the agreement. The Buyer can only lay claim to damages for any loss if this is agreed in writing in advance. Any damage to be paid by the Vendor will never exceed that part of the invoice that relates to the Goods that were not supplied, not in time, incorrectly or incompletely.
7. If the Vendor needs information from the Buyer in the context of the execution of the agreement, the delivery time starts after the Buyer has made that information available to the Vendor.

#### Article 6 Examination, complaints

1. The Buyer has an explicit obligation to examine the Goods immediately upon delivery and if this is not possible, at the first available opportunity after the Goods are delivered, to examine whether the Goods delivered are in accordance with the agreement. The Buyer must in any case examine whether the quality and quantity of the Goods supplied correspond with what was agreed.
2. Complaints relating to visible faults, including concerning quantity and quality, must be made to the Vendor within 24 hours from delivery for fresh produce and within two days from delivery for other produce and motivated in writing to the Vendor within eight days, failing which the Buyer can no longer use the appeal against the Vendor that the Goods supplied do not match the agreement.

3. Complaints in relation to non-visible defects must be communicated to the Vendor immediately after they are observed, and notified to the Vendor in writing within eight days.
4. If the Buyer complains, the Buyer is obliged to give the Vendor an opportunity to inspect the produce or to arrange their inspection in order to establish the alleged shortages. If the Buyer is shown a model or sample, it is assumed that it is only intended to give an indication without the Goods needing to match it, unless it is explicitly agreed that the Goods must match it.
5. A deviation in colour, thickness or size, or a deviation in the growth of plants of less than 10% can never be a basis for complaint. Little or technically unavoidable deviations in quality, quantity, size, colour, size, etc., do not form a basis for complaint. The same applies to colour disturbances resulting from light exposure and weather conditions.
6. If a complaint arises about a part delivery, it does not constitute a cause for rejecting the entire delivery. The Vendor is not obliged to take back any Goods bought on the basis of a sample or selected from produce at the Vendor's premises. If the Buyer wishes to return faulty Goods, it must be with the Vendor's prior written consent in the manner indicated by the Vendor. The costs and risks associated with return shipments are at the Buyer's risk.
7. The Buyer will in no event be able to make a claim against the Vendor after the Buyer has taken part of) the supplied Goods in use, treated them or processed them. Only Goods in an undamaged condition and in the original packaging, not marked with the Buyer's own details such as advertising, trading name, brand, prices and other annotations, are eligible for credit.
8. If the Vendor finds the Buyer's complaints are founded, the Vendor has the right to repair or replace the produce free of charge at the Vendor's discretion.
9. Credits are only given by means of a credit note. The value of the return shipment is only offset after the Buyer receives the credit note and only up to the value of the credit note.

#### Article 7 Services

1. If the Vendor provides services to the Buyer, the Vendor will make an effort to perform those Services as well as possible. The Buyer agrees that the Vendor can engage one or more third parties to perform Services.
2. The Vendor is not responsible for the failures of third parties not employed by the Vendor, unless there is intent or gross negligence on the Vendor's part. The authority to contract third parties includes the authority to agree on behalf of the Buyer to a limitation of liability by the third parties concerned.
3. Recommendations made by Supplier are non-binding, regardless of the form and who they are addressed to. The application, processing and use of supplied Goods and recommendations are entirely at the Buyer's expense.

#### Article 8 Samples

The Vendor does not accept any liability for the quality and representativity of samples taken by the Buyer and samples supplied to the Vendor in the context of cultivation-related advice.

#### Article 9 Confidentiality

1. The Buyer undertakes to the Vendor that any knowledge gained in relation to the Agreement in the broadest sense, including but not limited to ideas, produce, processes, working methods, activities, know-how and intellectual property rights will be kept entirely confidential. This duty of confidentiality continues undiminished after the Agreement between the parties is discontinued.
2. The Vendor is not obliged to keep the Buyer's information confidential that is not publicly available and that the Vendor learns about for the execution of the Agreement and that the Buyer did not explicitly specify as confidential.

3. The duty of confidentiality does not apply insofar it clashes with the Vendor's or the Buyer's statutory obligations in the event a serious risk to people or Goods is identified.

#### Article 10 Penalty

If the Buyer violates the clauses in these general terms and conditions regarding intellectual property rights/use of documents or in relation to confidentiality, it will forfeit an immediately payable fine to the Vendor, which is not open to mitigation, of € 10,000 for every violation, as well as an immediately payable fine, not open to mitigation, of € 500 for each day during which the violation continues, without prejudice to the Vendor's right to damages.

#### Article 11 Intellectual property rights and use of documents

1. If the Vendor supplies services to the Buyer, the Vendor will retain all intellectual property rights in the broadest sense of the word and to the fullest extent, in particular the copyright on any items and information provided in the context of service delivery, including analyses, models, overviews, software, techniques, or that result from work performed by the Buyer pursuant to the Agreement, unless agreed differently in writing. The Buyer acknowledges that the Vendor is the beneficial owner.
2. The Buyer is entitled to use the produce and services supplied by the Vendor for its own use. The Buyer is only allowed to publish documents issued by the Vendor with inclusion of the Vendor's name and literally, in their entirety. Any other use is not permitted without the Vendor's written consent.
3. The Buyer undertakes to the Vendor not to infringe any of the aforementioned property rights directly or indirectly in any way (except for authorised use) nor to undermine them by making use of them, or in any other way, including by any claim for nullification.
4. The Buyer is not permitted to transfer any part of these rights without the Vendor's written consent to third parties or to a company, partnership or legal entity, nor to grant third parties the use of produce and services supplied by the Vendor.

#### Article 12 Payment

1. Payment must be made in euros, either cash on delivery or within 14 days from the date of invoice in the event of fresh produce, or within 30 days from the date of invoice, except if agreed otherwise in writing. In addition, payment must be made in the Netherlands in one of the following ways: either in cash at the head office of the Vendor, or by transfer to a bank or giro account held in the Vendor's name at a (branch of a) bank situated in the Netherlands. Complaints against the amount invoiced do not suspend the obligation to pay. The Buyer can only contest an invoice in writing with eight days from the billing date. After that period, the Buyer is considered to have agreed with the invoice concerned.
2. The Buyer is not entitled to offset any amount due to the Vendor. This provision does not apply insofar the Buyer is a consumer, provided it complies with the statutory requirements for offsetting. The Vendor is authorised to offset any amounts it is owed at any time by the Buyer against amounts that the Vendor or a company associated with it owes or will owe the Buyer.
3. After the term stipulated in clause 1 expires, the Buyer is in default by application of law without a notice of default being required. From then onwards, the Buyer owes default interest of 1% per month or part month, unless the statutory interest and/or the statutory commercial interest is higher, in which case the highest interest rate applies. Interest on the due and payable amount will be calculated from the moment the Buyer is in default until the full amount is paid. In addition, the Buyer owes the Vendor a credit limit charge equal to 3% of the outstanding invoice amount.

4. Payments will first serve to reduce the costs, then the outstanding interest and lastly to reduce the principal sum and the accruing interest.
5. In the event of liquidation, (an application for) bankruptcy, permission for restructuring of liabilities under the Natural Persons Debt Rescheduling Act, seizure or a suspension of the Buyer's payments, the Vendor's claims against the Buyer are immediately due and payable.
6. If there are solid grounds to fear that the Buyer will not promptly comply with its obligations, all the Vendor's claims against the Buyer become immediately due and payable and the Buyer is obliged to provide the Vendor with adequate security in the form requested by the Vendor at the Vendor's first request and supplement it if necessary to meet all its liabilities. As long as the Buyer has failed to do this, the Vendor is entitled to suspend compliance with its obligations.
7. If the Buyer falls short or defaults on its payment obligations (on time) set out in Clause 1, the Buyer is obliged to take all the Vendor's extrajudicial costs, court costs and enforcement costs for legal assistance for its account and to pay those in full. Those costs also include other and/or higher reasonable costs incurred than the court costs provided by law.
8. The Vendor can transfer its claims arising from all transactions to a credit insurer of its choice.

#### Article 13 Retention of title

1. All Goods supplied by the Vendor remain the property of the Vendor until the Buyer has met all its obligations from all agreements entered into with the Vendor.
2. The Buyer is not entitled to pledge any Goods that are subject to the retention of title, nor to encumber them in any other way. If third parties seize the Goods that were supplied with retention of title, or wish to vest any rights on them, the Buyer is obliged to inform the Vendor as quickly as possible.
3. Goods supplied by the Vendor, which fall under the retention of title clause pursuant to clause 1 of this article, can only be resold in the context of ordinary business dealings and they must never be used as an instrument of payment. If the Buyer is bankrupt or has suspended its payments, it is no longer authorised to sell on Goods in the context of ordinary business dealings.
4. In the event its business is sold, the Buyer is still obliged to buy these Goods, which will furthermore only be supplied subject to the retention of title and other stipulations in this article. The Buyer is obliged to store the Goods supplied under retention of title with great care and identifiable as the Vendor's property and to take out adequate insurance cover against any business risks and other risks (including but not limited to fire, theft, water damage, explosion, etc.). At the Vendor's first request, the Buyer will provide the Vendor with copies of the insurance policies concerned, including proof that the premium was paid on time.
5. If the retention of title is invoked, the Buyer is not entitled to a refund of the storage costs, nor can it claim a right of retention.
6. In the event the Vendor wishes to exercise its ownership rights set out in this article, the Buyer hereby already indicates its unconditional and irrevocable consent to the Vendor, or to third parties to be designated by the Vendor, to access any areas where the Vendor's property is located and to recover the items concerned. The Buyer is obliged to grant its full co-operation in that respect, failure of which will result in the Buyer forfeiting an immediately payable fine of 10% per day of all amounts owed by the Buyer to the Vendor.
7. The Buyer hereby establishes a pledge on Goods for which the title has been transferred to the Buyer through payment, or that have been processed and are still in the Buyer's possession, as security for compliance with the claims, other than those referred to in clause 1 of this article (including - but not limited to - future claims), which the Vendor may have or obtain against the Buyer. At the Vendor's first request, the Buyer will make the Goods that are subject to this right of pledge available to the Vendor in order to be used for a possessory pledge. Clause 6 of this Article shall apply accordingly.
8. The Buyer is furthermore obliged at the Vendor's first request: to pledge to the Vendor any of the Buyer's claims against insurers in relation to the Goods referred to in this article; and/or to pledge to the Vendor any of the Buyer's claims against its debtors concerning the Goods referred

to in this article, and to grant co-operation in other ways to any reasonable measures the Vendor may wish to take to protect its interests and/or property rights, provided the measures to be taken do not disproportionately obstruct the Buyer from conducting its business.

#### Article 14 Guarantee

1. The Vendor gives no other or additional guarantee on Goods than the guarantee provided by its suppliers and producers of the Good concerned.
2. If a supplier and producer do not generally give a guarantee on a Good, Vendor guarantees that the Good concerned possesses the characteristics that can be expected of it for a term after the purchase that is reasonable for such produce.
3. The guarantee referred to in the first clause of this article also applies in the event the Goods to be delivered are intended to be used abroad and the Buyer has explicitly informed the Vendor of this in writing at the time the agreement was entered into.
4. If the Goods to be supplied do not comply with the guarantee, the Vendor will replace the Goods within a reasonable term after receiving them, or, in the event the Goods cannot reasonably be returned, replace them after being notified by the Buyer in writing of the defect. The Buyer already undertakes at this stage to return the replaced Goods to the Vendor and to grant the Vendor ownership of the Goods concerned.
5. The aforementioned guarantee does not apply when the defect has arisen as a result of the Buyer or third parties using, storing or transporting the Goods improperly or wrongfully, or if the Goods have been used for purposes for which they were not intended.
6. As long as the Buyer does not meet its obligations arising from the agreements entered into by the parties, it cannot invoke this guarantee clause.
7. If Buyer sells on the Goods to third parties, it will not give a more extended guarantee on them than what is indicated in this article.
8. No guarantee is given on Services.

#### Article 15 Suspension and termination

1. If the Buyer fails to fulfil any of its obligations under the agreement, or to do so in time or in full, or in the event of bankruptcy, suspension of payments, the Buyer being placed in receivership, a cessation of activities or liquidation of the Buyer's company, the Vendor is entitled at its own discretion to terminate part or all of the contract, without becoming liable for damages and without prejudice to its accrued rights, or to suspend the further execution of the agreement. In addition, all the Vendor's claims against the Buyer become immediately payable in those cases.
2. The Vendor is furthermore entitled to terminate the agreement, to cause it to be dissolved or to suspend it if the Buyer was asked at the time the agreement was entered into to provide security for its obligations under the agreement and if such security is not forthcoming or inadequate. As soon as security has been provided, the right to suspend the contract lapses, unless carrying out the contract has been unreasonably delayed as a result.
3. In addition, the Vendor is entitled to terminate the agreement or to have it terminated in the event of circumstances which by their nature make compliance with the agreement impossible or as a result of which the Vendor can no longer be expected to comply in accordance with the standards of reasonableness and fairness, or if circumstances occur which are such that according to criteria of reasonableness unaltered maintenance of this agreement cannot be required of the parties.
4. In the event the agreement is terminated, the Buyer is obliged to pay the Vendor damages for the associated loss, which loss at least equals the total amount of payments already made for the Agreement concerned.
5. If the agreement is terminated, the Vendor's claims against the Buyer become immediately due and payable. If the Vendor suspends compliance with its obligations, it will retain its rights under the law and under the agreement. The Vendor retains its right at all times to claim damages.

## Article 16 Packaging

All containers and packaging are charged at cost. The Buyer is entitled to return containers within 30 days at its own expense and empty, clean and intact, unless otherwise agreed in writing. If the Buyer does not comply with its obligations in relation to containers, all resulting costs will be for the Buyer's account; these costs include replacement, repair or cleaning.

## Article 17 Liability and force majeure

1. If the Goods supplied by the Vendor are defective, the liability from the Vendor towards the Buyer is limited to the terms specified under 'Guarantee' in these terms and conditions.
2. If the Vendor is liable for direct damage, its liability will be limited to the invoiced amount at the most, or at any rate for the part of the agreement which the liability relates to. If no contractual sum can be pinpointed, the Vendor's liability is limited to the amount that is paid out under its corporate liability insurance policy in relation to the damage concerned.
3. The Vendor is never liable for any indirect loss, including consequential loss, loss of profits, missed savings and damage due to business interruption.
4. The limitations of liability in clauses 1, 2 and 3 remain ineffective, insofar the loss concerned is due to the intent or gross negligence of the Vendor or its supervising employees or insofar the Vendor is liable under mandatory regulations.
5. The Vendor is not liable for any loss arising in relation to information, explanation or advice in the broadest sense of the word given by the Vendor (or intermediaries, representatives and employees engaged by the Vendor), such as (but not limited to) with regard to loading, unloading, transport, storage, preservation, use, composition and/or suitability of Goods supplied by the Vendor or third parties to the Buyer.
6. Except in the event of intent or gross negligence by the Vendor or its supervisory staff, the Buyer will indemnify the Vendor against any claims from third parties, on whatever basis, for damages, costs or interests, with regard to the Goods supplied to resulting from use of the Goods supplied.
7. If the Court should ever rule that the Vendor is not entitled to appeal the liability exclusions or limitations set out in clauses 1 to 6, the Vendor's liability for direct and indirect loss is in any case limited to the maximum amount (including interest and costs) payable under the Vendor's liability insurance. If no payment is made by insurers or if the loss is not covered by an insurance policy, the Vendor's liability is limited to Loss up to the net invoice value of the delivery or Service concerned, but in any case to a maximum amount of € 5,000.
8. The Vendor stipulates all legal and contractual defence arguments which it can invoke to contest its own liability against the Buyer, also on behalf of its subordinates, non-subordinates for whose behaviour the Vendor is liable by law and the Vendor's suppliers.
9. Any liability of the Vendor towards the Buyer expires after one month after the Goods have been delivered to Buy and/or after the Services for the Buyer have been completed.  
The Vendor is not liable for any delay, non-delivery or incorrect delivery as a direct or indirect result of force majeure. Force majeure is taken to mean any circumstance outside the Vendor's control or power, that impedes the Vendor's normal execution of the agreement or that complicates it to such an extent that the Vendor cannot reasonably be expected to do so, such as strikes, illness and/or excessive absenteeism, lack of manpower, raw materials and/or equipment, government measures including in relation to import and export, failures by third parties contracted by the Vendor (including suppliers), faults in or damage to production resources, transport restrictions or traffic problems, etc. The Vendor can also call on force majeure if the circumstance causing force majeure only arises after the Vendor should have delivered.

11. Without prejudice to the rights accruing to the parties, force majeure gives both parties the power to terminate the not yet completed part of the agreement, after force majeure circumstances have continued for two months, without the parties being liable for compensation to each other.
12. Insofar the Vendor has already fulfilled or will still be able to fulfil part of its obligations under the agreement at the time force majeure sets in, and insofar the value of the part of the agreement already fulfilled or still to be fulfilled can be separated off, the Vendor is entitled to send separate invoices for the fulfilled part and the remaining part. The Buyer is obliged to settle that invoice as if it related to a separate agreement.
13. If the other party is a consumer, the statutory provisions apply, in derogation from the provisions in this article.

#### Article 18 Period of limitation

Any claim against the Vendor, except those acknowledged by the Vendor, will lapse after twelve months have gone by since the claim has arisen.

#### Article 19 Transfer of risk

The risk of loss or damage to the produce that forms the object of the agreement transfers to the Buyer at the time this produce is legally or factually delivered to the Buyer and therefore in the Buyer's possession or in the possession of third parties designated by the Buyer.

#### Article 20 Representation

If the Buyer acts on behalf of one or more others, it is undiminished liable to the Vendor as if it was the actual Buyer, regardless of the liability of those others.

#### Article 21 Consumer transactions

If the Buyer is a consumer, the provisions in these terms and conditions do not apply insofar they fall within the scope of Book 6 Article 236 Civil Code, nor insofar these terms and conditions would in any other way be contrary to mandatory regulations.

#### Article 22 Changes to the terms and conditions

The Vendor is authorised to change the terms and conditions. These changes will take effect at the time indicated as the effective start time. The Vendor will send the Buyer a copy of the changed terms and conditions in good time and publish them on its website.

#### Article 23: Applicable law/disputes

1. All the Vendor's offers and quotes and any agreements the Vendor enters into are only governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is expressly excluded.
2. Any disputes that would arise between the Buyer and the Vendor, including as a result from quotes, offers, agreements, deliveries and services performed, will be referred to the competent court for the subdistrict of Limburg, unless this would be contrary to mandatory regulations.