
GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SALE AND RENTAL OF GOODS, WORKS, AND SERVICES BY KINETISK COMMISSIONING B.V. OR KINETISK SERVICE B.V.

1. DEFINITIONS

Contractor: Kinetisk Commissioning B.V. or Kinetisk Service, hereinafter referred to as Kinetisk. Client: any legal entity and/or natural person with whom the Contractor makes written agreements. Agreement: the written agreements between Client and Contractor. Delivery of goods: the transfer of possession/control of one or more goods, the rental of goods, loan, as described in these general terms and conditions. Execution of works: the performance of designs and/or execution activities, including but not limited to the creation of a tangible work, and/or the provision of services, whether or not accompanied by the delivery of goods, not constituting an employment contract. Consequential damages: damages, including but not limited to indirect damages, which are not the direct result of a damaging event, as well as special damages of any kind, including but not limited to loss of profits, loss of income, interruption of operations and/or operating losses, costs related to the replacement of energy supply, increase in costs and/or loss of expected savings, overhead costs, business interruption, and/or loss of electrical connection, use damages, and/or capital costs.

2. GENERAL

2.1 These terms and conditions apply to all offers from and all orders to Kinetisk for the sale and/or rental of goods, execution of works, and/or provision of services by Kinetisk, and to any Agreement with Kinetisk in this regard. The execution of works and the provision of services within the meaning of these terms and conditions include, among other things, advisory, design, and supervisory activities, installation, assembly, manufacturing, renovation, repair, control, measurement, analysis, commissioning, testing, and maintenance activities.

This enumeration is not exhaustive.

2.2 The applicability of the Client's terms and conditions to Kinetisk is expressly rejected hereby. A copy of Kinetisk's current general terms and conditions is provided to the Client in response to Kinetisk's offer, and the Client is deemed to have accepted these without reservation, in the absence of express written protest within 5 days of receipt of Kinetisk's general terms and conditions.

2.3 Deviating provisions from these terms and conditions can only be invoked by the Client if and to the extent that they have been accepted in writing by Kinetisk.

2.4 The Agreement, including the documents and annexes mentioned in this Agreement and attached hereto, all of which shall be included in this Agreement for all purposes, constitutes the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter of this Agreement. Any amendment, waiver, or discharge of the foregoing shall be valid only when signed in writing by an authorized representative of the party against whom such amendment, waiver, or discharge is sought.

3. OFFERS/ORDERS/AGREEMENT

3.1 All offers from Kinetisk are non-binding.

3.2 Orders and acceptances of offers by the Client shall be deemed irrevocable.

3.3 Kinetisk is only bound when it has accepted an order in writing or has commenced its execution and has confirmed such in writing. Oral commitments or agreements by or with its personnel shall not bind Kinetisk unless and to the extent that it has confirmed such commitments or agreements in writing. The Client is responsible and liable for any inadequacies, ambiguities, or incorrect data in the order.

3.4 If the Agreement is amended or supplemented, the current terms and conditions shall also apply to such amendments and/or additions.

4. DRAWINGS/SPECIFICATIONS/DOCUMENTS/STUDY

4.1 Information contained in catalogs, brochures, images, diagrams, dimensions, and weights is only binding on Kinetisk if and to the extent expressly agreed upon in writing.

4.2 Construction, manufacturing, and detail drawings shall not be provided by Kinetisk unless agreed upon in writing by the parties.

4.3 If foundation or installation drawings are provided by Kinetisk, they are for orientation purposes only. These drawings are not based on static or dynamic calculations.

4.4 Documents and data provided by Kinetisk may not be disclosed to third parties or made available without explicit permission from Kinetisk.

4.5 Any study, specification, documentation, description, plan, diagram, or drawing prepared by or on behalf of Kinetisk is and remains the exclusive property of Kinetisk. The Client shall use these data solely for the specific purposes of the tender and/or offer entrusted to or by Kinetisk.

4.6 The Client undertakes, along with its employees and subcontractors, to consult and comply with the assembly manual and technical manuals, including the manual for the specialist or installer, distributed by the Contractor regarding the goods supplied by it, in printed or digital format.

5. PRICE

5.1 The prices stated or agreed upon with Kinetisk are net prices, therefore excluding VAT, and apply only for delivery ex works or warehouse of unpackaged goods, unless otherwise agreed upon in writing by the parties. They are also exclusive of the costs of packaging, loading, transport, unloading, insurance, installation, assembly, permits, and/or other services.

5.2 If Kinetisk has undertaken packaging, loading, transport, unloading, insurance, installation, assembly, permits, or other services without expressly agreeing upon a price in writing, it is entitled to charge the Client the actual costs and/or the customary rates of Kinetisk.

5.3 Prices stated by Kinetisk or agreed upon with Kinetisk are based on the cost price at the time of the offer or acceptance of an order by Kinetisk. If the cost price subsequently increases, Kinetisk is entitled to charge the Client a corresponding price increase.

6. PAYMENT/SECURITY

6.1 Payment must be made within 14 days from the invoice date. However, Kinetisk reserves the right at all times to demand full or partial advance payment and/or obtain other security for payment.

6.2 The Client waives any right to set-off of mutually owed amounts. Warranty claims and/or other claims of the Client and/or third parties do not suspend the payment obligations of the Client.

6.3 If the Client fails to pay any amount due in accordance with the foregoing, it shall be in default by operation of law and without prior notice. Once the Client is in default with any payment, all other claims of Kinetisk against the Client become due and the Client shall be in default by operation of law and without prior notice, immediately upon the occurrence of such default. As of the day the Client is in default, it shall owe Kinetisk default interest of 1 ½ % per month or part of a month for the duration of the default.

6.4 The failure or delay in payment also entitles Kinetisk to suspend its performance and/or even terminate and/or rescind the Agreement, by operation of law and without prior notice, without prejudice to Kinetisk's right to compensation for all damages suffered as a result of the Client's breach. The same applies if the solvency of the Client is jeopardized, regardless of the cause or circumstance underlying it, even if it is not related to the performance of the Agreement.

7. INSPECTION/TESTING

7.1 The Client is obliged to cooperate without delay in any agreed inspection and/or testing. If the Client does not or not timely cooperate at the agreed time for inspection or testing, the Delivery of goods and/or Execution of works shall be deemed approved.

7.2 If the Client does not or not timely cooperate at the agreed time for inspection, testing, or acceptance, the Delivery of goods and/or Execution of works, notwithstanding the provisions of Article 8.2 (Delivery period/Delivery), shall be deemed delivered at the time when inspection, testing, or acceptance could have been requested or expected by Kinetisk.

7.3 Kinetisk is entitled to compensation for damages and costs resulting from the refusal or delay in inspection, testing, and/or acceptance by the Client.

7.4 The Client shall promptly and no later than within 5 working days after discovery, notify

any non-conformity and visible defects that can be identified during inspection and/or testing, failing which any claim on that ground against Kinetisk shall lapse.

7.5 Kinetisk shall be given the opportunity to address any deficiencies apparent during inspection and/or testing before the Delivery of goods and/or the Execution of works can be deemed rejected. If the Client does not avail themselves of an opportunity for inspection or testing, the Delivery of goods and/or the Execution of works shall be deemed approved.

8. DELIVERY PERIOD/DELIVERY

8.1 The delivery period for the Delivery of goods commences after the fulfillment of the following cumulative conditions: the conclusion of the Agreement and after Kinetisk has received all items, documents, and data to be provided by the Client, and after any agreed advance payment has been received by Kinetisk or security for payment on behalf of Kinetisk has been provided. The delivery period for the Execution of works by Kinetisk begins only from the day the Client, at any stage of the execution, has fulfilled their obligations and/or preliminary or preparatory conditions.

8.2 Except for the exception mentioned in article 7.2 (Inspection/Testing), the goods to be delivered by Kinetisk are considered delivered as soon as they have left the factory or warehouse of Kinetisk or its subcontractors for transport to or on behalf of the Client.

8.3 If the Client has agreed with Kinetisk on a specific completion date or duration for the Delivery of goods and/or the Execution of works, in the event of exceeding it due to circumstances attributable to Kinetisk, the Client is entitled to set Kinetisk a reasonable period in writing within which this must still be done. If Kinetisk still fails to perform, the Client is entitled to terminate and/or cancel the Agreement for the unfulfilled part by written notice, without prejudice to the provisions of article 14 (Liability/Indemnity). This right of termination/cancellation cannot be invoked for partial deliveries. Exceeding the agreed completion date or duration or the reasonable period set by the Client for the Delivery of goods and/or the Execution of works does not entitle the Client to non-performance by the Client of any obligations arising from the Agreement or to any additional or substitute damages.

8.4 If and to the extent that a penalty has been agreed with Kinetisk for exceeding the delivery period, this penalty is only due if the delay is due to negligence on the part of Kinetisk and the Client proves to have suffered damage as a result of the delay.

8.5 The penalty clause applies only if the Client and the Contractor agree to a penalty in writing and after written notice of default. The penalties are exclusive and constitute the full compensation for liability for delays in performance. Exceeding delivery deadlines does not entitle the Client to additional or substitute damages or to non-performance by the Client of any of its own obligations arising from the Agreement. The Client is only entitled to terminate and/or cancel the Agreement by written notice after the maximum penalty has been reached, if and to the extent that Kinetisk has not performed the Delivery of goods and/or the Execution of works within the period set in the notice of default.

8.6 Kinetisk has the right to carry out the Execution of works at its own discretion, whether or not by engaging third parties and whether or not in parts.

8.7 The installation, commissioning, and operational handover will be arranged and documented in mutual consultation, to the extent that they must be carried out by Kinetisk.

8.8 The Client is obliged to enable Kinetisk to carry out its Delivery of goods and its Execution of works without restrictions. The Client must, among other things, ensure timely provision of technical, maintenance, and functional product specifications of goods to Kinetisk for which, with which, or in connection with which work is to be carried out. If the

work is carried out on-site, the Client must also ensure an accessible and safe working environment in accordance with the applicable regulations and instructions, and ensure the presence of adequate supervision, lighting, energy and power points, lifting and similar equipment, tools of substantial or special nature, small materials, and (spare) parts, all at the Client's own expense and risk.

8.9 If Kinetisk carries out work on-site, the preparatory, related, and/or necessary excavation, foundation, breaking, chopping, masonry, plastering, concrete, smithing, carpentry, painting, plumbing, and similar works, as well as street, sewer, and scaffolding work, do not form part of those works. The Client must take care of this.

9. RISK/TRANSFER OF OWNERSHIP

9.1 The risk of loss, damage, or destruction of the goods to be delivered by Kinetisk is borne by the Client from the moment those goods are delivered in accordance with article 8.2 (Delivery Period/Delivery).

9.2 The risk for the Client's goods to which, with which, or in connection with which work is carried out, even if those goods are located in a building of Kinetisk, is borne by the Client.

9.3 Loading, shipping or transportation, unloading, and insurance of goods to be delivered are at the risk of the Client, even if Kinetisk takes care of them itself.

9.4 Kinetisk retains ownership of the delivered goods until all payments related to the underlying Agreement with the Client have been received, including damages, costs, and interest. In case of actions by the Client contrary to the Agreement, particularly in case of payment default, Kinetisk is entitled to reclaim the delivered goods under retention of title. In order to reclaim the goods delivered under retention of title, Kinetisk may enter the Client's premises during regular business hours. The other claims of Kinetisk remain unaffected.

9.5 The Client is not entitled to a right of retention on those goods. The Client to whom the goods were delivered for full payment shall affix a sign indicating clearly that the goods remain the property of Kinetisk and shall notify and/or inform, if necessary, the creditor-holder and the lessor by registered letter, with a copy to Kinetisk, unless otherwise agreed in writing between the parties.

10. ACCEPTANCE

10.1 The Client is obligated to accept at the time when the goods to be delivered are ready for transport or shipment. The ordered goods are deemed accepted at the place of shipment, at the invitation of Kinetisk. If the Client does not comply with this, the relevant equipment will be considered accepted. In the absence of such an invitation from Kinetisk, acceptance shall be deemed to take place by delivery of the goods to the premises designated by the Client.

10.2 Upon receipt of each Delivery of goods, the Client must promptly inspect them. Any non-conformity and visible defects must be reported to Kinetisk immediately and no later than 5 working days after receipt of the goods, if no inspection or testing has been agreed, failing which any claim against Kinetisk shall lapse. In case of non-conformity and/or visible defects of the delivered goods, duly established, Kinetisk has the right to replace these goods without the Client being able to cancel the order and/or claim any compensation.

10.3 The shades, color variations, and/or the aesthetic aspect of the goods may not, under any circumstances, be a reason for refusing acceptance. Once the goods have been assembled, modified, or treated in any way by the Client, any complaints will no longer be accepted.

10.4 As for the Execution of works, the signing of performance sheets and/or P.O. and/or

amendments and/or the Contractor's cover sheet shall constitute conclusive evidence of acceptance by the Client of the materiality of the performances

mentioned therein, and no complaints may be accepted in this regard thereafter. Complaints about the executed works and services must be reported promptly after their discovery and no later than 5 working days after their execution, in writing, with a detailed description of any deficiencies, in all other cases.

11. FORCE MAJEURE

11.1 Neither party shall, without prejudice to article 21.3 (Termination), be liable or owe compensation for damage resulting from a (foreign) cause that cannot be attributed to them due to force majeure and/or chance. Any penalties for delay shall not apply if and to the extent that the delay is caused by force majeure and/or chance. The parties hereby expressly agree that, among other situations, the following constitute force majeure, affecting either themselves or their subcontractors: national, regional, or other general strikes not limited to the staff of one of the parties, import or export restrictions, trade embargoes, disasters, extreme weather phenomena such as, but not limited to, severe storms and/or floods, fire, terrorist actions, armed conflict, war, riots, epidemics and/or pandemics such as, but not limited to, avian flu and influenza A (H1N1), "Mexican flu".

11.2 Deadlines and time limits shall be extended by the duration of the force majeure situation.

11.3 If a force majeure situation and/or chance lasts longer than 3 months, either party may terminate and/or dissolve the contract in writing without any further liability or compensation for any damage, without prejudice to article 21.3 (Termination). The party wishing to invoke force majeure shall promptly notify the other party in writing (including by email) when a delay becomes likely or inevitable.

12. WARRANTY

12.1 Kinetisk guarantees the soundness of the goods delivered by it in such a way that in case of deficiencies in construction, material, or finishing that arise during the warranty period and with regard to which timely complaint has been made, Kinetisk shall either re-deliver free of charge or repair the relevant goods free of charge, at Kinetisk's choice.

12.2 The warranty period is 12 months after delivery in accordance with article 8 (Delivery Period/Delivery). For items typically in continuous motion day and night, the warranty period is 6 months after delivery.

12.3 The Client must report non-conformity and visible defects within 5 working days after delivery, if no inspection or testing has taken place and/or been agreed upon, failing which any claim against Kinetisk shall be forfeited.

12.4 Claims regarding other deficiencies than non-conformity and/or visible defects must, at the risk of losing any claim against Kinetisk, be made within 14 days after the deficiency becomes apparent.

12.5 Any warranty right expires if:

- a. the storage, placement, testing, installation, assembly, inspection, maintenance, and/or use instructions given by Kinetisk have not been strictly followed;
- b. the delivered items have been used improperly or not in accordance with the agreed or customary purpose;

c. the Client or third parties not engaged by Kinetisk have performed work on the items delivered by Kinetisk without Kinetisk's permission; d. the Client fails, improperly, or untimely fulfills any obligation arising from the Agreement towards Kinetisk.

12.6 For items or components of items obtained by Kinetisk from third parties, Kinetisk's warranty obligations towards the Client are never greater or longer than the warranty obligations of those third parties towards Kinetisk. Kinetisk shall be discharged in this regard when it transfers its claim against such third party to the Client.

12.7 No warranty applies to glass, porcelain, and fragile items, or to damage to enamel.

12.8 The Client is obliged to enable Kinetisk to provide warranty upon request.

12.9 If the application of the warranty to be provided by Kinetisk is disputed, the Client is obliged to prove that the conditions for this are fulfilled. The application of the warranty depends on the Client proving that he has fulfilled all his obligations towards Kinetisk beforehand. Any intervention in the contractual equipment by the Client or by a third party not expressly authorized or permitted by Kinetisk shall automatically result in the loss of the warranty benefit.

12.10 The warranties and remedies in the Agreement are exclusive and cover Kinetisk's entire liability with regard to the quality and warranty of the delivered goods, works, and/or services.

13. CHAIN LIABILITY AND/OR JOINT LIABILITY FOR SOCIAL AND TAXES DUES

The Client undertakes to cooperate fully with Kinetisk if work is carried out by Kinetisk using subcontractors, manufacturers, and/or other third parties, and Kinetisk would be jointly liable under applicable law for the social and tax dues, premiums, VAT and income tax including social security contributions and all other laws, regulations, and decisions of governmental authorities related thereto, to pay them.

14. LIABILITY/INDEMNITY

14.1 Notwithstanding any conflicting or deviating provision(s) in the Agreement, the parties agree that Kinetisk shall not be liable for loss of profit, loss of income, interruption of operation and/or operational losses, costs related to the replacement of energy supply, increase in costs, loss of expected savings, or any other special, indirect or consequential damages, of any kind whatsoever.

14.2 Notwithstanding any conflicting or deviating provision(s) in the Agreement, the parties agree that the total liability of Kinetisk for direct damages, losses, costs and/or expenses, resulting from the performance or non-performance (correctly) of the Agreement by Kinetisk, in any case, is limited to the contract sum.

14.3 Kinetisk shall never be obliged to pay alternative or additional compensation, except if and to the extent that the damage suffered is caused by intent, fraud, or conscious recklessness of Kinetisk or its own employees.

14.4 Any claim against Kinetisk, except those acknowledged by Kinetisk, shall expire by the mere lapse of 12 months from the occurrence of the claim.

14.5 Liability-limiting, excluding, or determinative conditions, which can be invoked by suppliers or subcontractors of Kinetisk with regard to the delivered items, shall also be invoked by Kinetisk against the Client.

14.6 The employees of Kinetisk or auxiliary persons engaged by Kinetisk for the performance of the Agreement may invoke all defenses derived from the Agreement as if they were

themselves a party to that Agreement.

14.7 The Client shall indemnify Kinetisk, its employees, and auxiliary persons engaged by Kinetisk for the performance of the Agreement against any claim by third parties in connection with the performance by Kinetisk of the Agreement, insofar as those claims are more or different from those to which the Client is entitled against Kinetisk.

14.8 In connection with the goods to be delivered, the Client shall strictly comply with nationally or internationally imposed export, import, and use restrictions. The Client shall indemnify Kinetisk against damages arising for Kinetisk from any violation of these restrictions.

15. INSURANCE

15.1 The Client has adequately insured and will keep adequately insured for professional and business liability. Upon request by Kinetisk, the Client shall immediately provide the policy and proof of premium payment.

15.2 Without prejudice to everyone's liability under the law or the Agreement, the Client may take out a CAR insurance policy, also for the benefit of Kinetisk, with a reputable insurer. The deductible shall remain at all times for the account of the Client, as well as damages not covered by the policy. The Client undertakes to immediately inform Kinetisk of all obligations and to fulfill these obligations as established in the policy.

16. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

16.1 The intellectual and industrial property rights relating to both the Delivery of goods, Execution of works, contractual equipment or systems, and assembly processes are and remain the full and exclusive property of Kinetisk.

16.2 The industrial and intellectual property rights related to or in connection with the delivered goods remain with Kinetisk or third-party rights holders and never transfer to the Client. The same applies to all programs with which the ordered equipment or systems are equipped. The delivery and/or use of the equipment or systems in execution of the Agreement therefore consist of a simple user license devoid of any exclusivity and aimed at the specific needs of the Client.

17. COMPLIANCE

17.1 The Client hereby guarantees that it will not make payments, gifts, or other commitments to its customers, government officials, or to agents, directors, officers, and employees of Kinetisk, or to any other party in a manner contrary to applicable law (including but not limited to the US Foreign Corrupt Practices Act).

17.2 Nothing in the Agreement shall entitle Kinetisk to compensate the Client for any such payment made or promised.

17.3 The material breach by the Client of any of the obligations set forth in paragraph 17.1 (Compliance) above may be considered by Kinetisk as a material breach of the Agreement and shall entitle Kinetisk to terminate the Agreement automatically with immediate effect without prejudice to further rights or remedies of Kinetisk under the Agreement or applicable law. The Client shall indemnify Kinetisk for any liability, damage, costs, or expenses caused to Kinetisk as a result of such breach of the above obligations and termination of the Agreement.

18. EXPORT CONTROL

18.1 The Client acknowledges that the goods to be delivered may be subject to domestic and/or foreign legal regulations and regulations on export control, and may not be sold, leased, or otherwise transferred or used for purposes other than those agreed upon without export or re-export licenses from the competent authorities. The Client undertakes to comply with such regulations and regulations. The Client is aware that such regulations and regulations may change and may subsequently apply to the contract as formulated at the time of its conclusion.

18.2 The delivered goods may not, directly or indirectly, be used in any way in connection with the design, production, storage, or use of chemical, biological, or nuclear weapons or transport systems. The delivered goods may not be used for military or nuclear purposes without prior written consent from Kinetisk.

18.3 Kinetisk's acceptance of any order is subject to obtaining export and/or re-export licenses from the competent authorities in the countries of origin of the offered products, including parts and components and/or technology, if and to the extent legally required. The refusal, withdrawal, or invalidity of such export and/or re-export licenses due to events beyond the reasonable control of Kinetisk shall relieve Kinetisk of its contractual obligations with regard to the delivery of the relevant products, technology, works, and/or services and of any liability for damage arising therefrom.

18.4 Offering and order acceptance are subject to receipt of a statement of intended end use (civil, non-nuclear), if and to the extent required by law or by Kinetisk.

19. CONFIDENTIALITY

Both parties shall treat confidential information of the other party with the same care as they treat their own confidential information and shall not disclose such information to third parties unless they have obtained written consent from the other party for this purpose. This does not apply to disclosure to group companies as long as they have been informed of these confidentiality obligations prior to disclosure. This obligation survives the termination of the Agreement for a period of 5 years. Information that is in the public domain or becomes so without it being attributable to the receiving party is not confidential information. Parties shall identify confidential information as such as much as possible.

20. SAFETY

20.1 The Client and its employees or third parties engaged by it shall comply with governmental safety and environmental regulations and shall otherwise adhere to the rules, instructions, and guidelines regarding order, safety, environment, and control applicable at the location where the work is performed.

20.2 Kinetisk concludes the Agreement on the suspensive condition that the Client proves that, with regard to the equipment to be maintained and the premises on which this equipment is installed, a recent inventory and evaluation of the safety risks has been carried out and that concrete and effective safety measures have been taken in function of the results thereof. If it is determined that the preventive and/or taken measures are inadequate, the (service) activities shall be postponed until it is demonstrated that the situation is completely safe.

20.3 Prior to the performance of the first maintenance of the equipment by Kinetisk at the Client's premises, the Client shall provide Kinetisk with a copy of the applicable general

safety regulations and in particular the regulations applicable to the equipment to be maintained.

20.4 Prior to any initial visit, the Client shall also provide Kinetisk with a copy of its house rules.

21. TERMINATION/TERMINATION

21.1 If the Client fails to fulfill one or more of its obligations, is declared bankrupt, applies for (provisional) suspension of payments and/or deferment of payment, liquidates its business, or if its assets are wholly or partially seized, Kinetisk shall have the right to suspend the performance of the Agreement or to terminate and/or dissolve the Agreement automatically and without prior notice in whole or in part by written declaration, at its option and always retaining any rights to compensation for costs, damages, and interests.

21.2 The Client is only entitled to terminate and/or dissolve in the cases and under the conditions determined in articles 8.3 and 8.5 (Delivery Period/Delivery) of these terms and conditions and only after payment to Kinetisk of all amounts due to Kinetisk at that time, whether or not due.

21.3 If the Agreement ends pursuant to article 11.1 (Force Majeure) before the agreed Delivery of goods and/or Execution of works are completed or the time during which they would be performed has expired, Kinetisk is entitled to the full agreed price for those deliveries and/or executions, reduced by the savings resulting directly from the termination. If the Agreement ends under article 11.2 (Force Majeure), Kinetisk is entitled to a portion of the agreed price proportional to the ratio in which the extent of the deliveries already made at the time of termination stands to the agreed or, in the case of complete Delivery of goods and/or Execution of works, reduced by the savings resulting directly from the termination. Costs or investments already made at the time of termination must always be fully reimbursed by the Client.

22. SEVERABILITY

22.1 If one or more provisions of these terms and conditions or of the Agreement are declared invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remainder of the provisions contained in this Agreement shall not be affected in any way.

22.2 If such invalid, illegal, or unenforceable provision affects the essence of the general terms and conditions or of the Agreement, the parties shall immediately and in good faith negotiate to find a legally valid, substitute provision.

23. DISPUTES/APPLICABLE LAW

23.1 The law of the place of establishment of the entity with which the Agreement is concluded applies to the

Agreement.

23.2 All disputes between the parties concerning an Agreement, including these terms and conditions, governed by Dutch law, shall be exclusively settled by the competent court.

23.4 These general terms and conditions are drawn up in Dutch. Translation errors reserved for the purpose of the website.