

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

1.1 In these general terms and conditions ("Conditions") the following terms shall have the following meaning:

- (a) Confectionery Supplier: The supplier of confectionery or equivalent or related Products and/or Services, which supplier uses these Conditions or relies on them, as well as its legal successors by special or universal title;
- (b) Client: any natural or legal person on whose instructions the Confectionery Supplier supplies Products and/or performs Services, or with whom the Confectionery Supplier enters into an Agreement or with whom the Confectionery Supplier discusses or negotiates the conclusion of an Agreement;
- (c) Agreement: any agreement that is formed between the Confectionery Supplier and the Client, and any written change or addition thereto, as well as any acts or legal acts in preparation and in performance of such agreement;
- (d) Products: all things, including documentation, drawings, testing equipment and all (other) results of services provided by the Confectionery Supplier that are the subject of an agreement;
- (e) Services: all work, in whatever form and howsoever named (provision of services, installation work, contracts for work, outsourcing of staff, etc.), which the Confectionery Supplier carries out for or for the benefit of the Client;
- (f) Order: any order from the Client in whatever form.
- (g) Product Recall: all activities that are aimed at or are related to the removal from the circulation of a potentially unsafe Product that is located at customers or end users. This includes, but is not limited to, the gathering of information about a potentially unsafe Product, the investigation into the desirability of taking certain measures, the warning of trade parties and end users, collection actions, monitoring the progress of the measures, etc.
- (h) Contract Sum: the sum of all amounts mentioned in Article 7.1 to be paid by the Client to the Confectionery Supplier under an Agreement.

2. Applicability and Position of Consumers

- 2.1 Except where, in view of the nature of the deliverables agreed or to be agreed, other general terms and conditions of the Confectionery Supplier apply (e.g. the General Terms and Conditions of Purchase, Order and Tender), these Conditions shall form part of all Agreements and these Conditions shall apply to all (other) acts and legal acts between the Confectionery Supplier and the Client, even if such (legal) acts do not lead to or are not connected to an Agreement.
- 2.2 2.2 The Confectionery Supplier explicitly rejects the applicability of the general terms and conditions of the Client.
- 2.3 All (legal) acts of the Confectionery Supplier and its (potential) other parties in relation to any Agreements or negotiations thereon, in which the Confectionery Supplier will act (fully or partially) as a seller of goods, a client (for example with regard to the provision of services) and/or a contracting authority of work, shall be subject (also) to the General Terms and Conditions of Purchase, Order and Tender.
- 2.4 A Client acting for purposes which are outside his trade, business or profession shall have rights of mandatory law vis-à-vis the Confectionery Supplier, which the Confectionery Supplier does not wish to impair in any way. Any provision in these Conditions that could be contrary to the aforesaid rights shall not apply to these consumers, and shall not be invoked by the Confectionery Supplier.

3. Offers, Formation of Agreements and Quotes and Designations of Products and Services

- 3.1 An offer (or price quote) from the Confectionery Supplier shall not bind the Confectionery Supplier and shall only be an invitation to the Client to place an Order.
- 3.2 An Agreement shall only be formed if the Confectionery Supplier accepts an Order from the Client in writing or executes an Order. In the event that the Confectionery Supplier makes any performance on request before full agreement has been reached on the price and payment conditions for that performance, the Client shall pay the Confectionery Supplier for that performance in accordance with the then-current rates of the Confectionery Supplier, with due observance of the provisions of Articles 6 and 7. As far as the Client accepts a binding offer of the Confectionery Supplier - in deviation of the provisions in the first sentence of this Article 3.2 - with deviations of minor importance, such deviations shall not form part of the Agreement, and the Agreement shall be formed in accordance with the offer from the Confectionery Supplier. Although all the indications given by the Confectionery Supplier of numbers, measurements, weights and/or other

designations of the Products and/or Services have been made with due care, the Confectionery Supplier cannot guarantee that no variations will occur therein.

- 3.3 Any samples, models or drawings shown or provided shall only be indications of the relevant Products and/or Services.

4. Commercial Agency and Distribution Agreements

- 4.1 The Client shall not be considered to be a commercial agent or a distributor of the Confectionery Supplier, unless he has been explicitly appointed as such under a written commercial agency and/or distribution agreement.
- 4.2 A commercial agency and/or distribution agreement shall be regarded as non-exclusive, except where such agreement provides explicitly that the relationship shall be regarded (partly) as exclusive.
- 4.3 The discounts or commissions the Client receives as a distributor or an agent shall always include the fee for bringing in new relations and/or for increasing the goodwill of the Confectionery Supplier. The Confectionery Supplier shall not owe any compensation (for damage, goodwill or clientele) upon termination of the commercial agency agreement and/or distribution agreement, except where such compensations are prescribed by applicable provisions of mandatory law.

5. Changes and Additions

- 5.1 Any changes or additions to any provision in an Agreement and/or the Conditions may only be agreed in writing. This is an evidentiary agreement as envisaged in Section 7:900 of the Dutch Civil Code.
- 5.2 If any change and/or addition as described in Article 5.1 is agreed, such change and/or addition shall apply only to the relevant Agreement.

6. Prices

- 6.1 Unless indicated otherwise, all prices of the Confectionery Supplier shall be expressed in Euros and shall be exclusive of turnover tax. Unless the brochures, price lists or other promotional materials of the Confectionery Supplier state otherwise, or unless it has explicitly been agreed otherwise, the costs of special forms of packaging and shipment (including shipment to multiple addresses), the costs of import and export duties and excise duties, costs of travelling and accommodation in the scope of the provision of Services, as well as all (other) levies or taxes imposed or levied for any performance, shall be separately payable by the Client.

- 6.2 The Confectionery Supplier shall have the right to pass on to the Client any changes of the factors influencing the price and the additional costs of the Confectionery Supplier mentioned in paragraph 6.1 - including purchase prices, exchange rates, import and export duties and any other levies, insurance fees, freight prices and other levies or taxes payable in the event of import and export.
- 6.3 The Client shall indemnify the Confectionery Supplier against all costs and damages that may arise for the Confectionery Supplier from the fact that:
- (a) the Client is not properly registered for turnover tax or any similar tax in a relevant EU Member State; and/or
 - (b) the Client provides incorrect or ill-timed information to the Confectionery Supplier and/or the authorities responsible for turnover tax or a similar tax in a relevant EU Member State.

7. Payment

- 7.1 Unless agreed otherwise in writing, in the case of the delivery of Products the Client shall pay all amounts charged to him in the currency stated on the invoice at the time of delivery of said Products to the Confectionery Supplier. In the case of the provision of Services, the Client shall pay all amounts charged to him in the currency stated on the invoice to the Confectionery Supplier within 30 days of the invoice date.
- 7.2 Any objections to invoices, specifications, descriptions and prices shall be notified to the Confectionery Supplier in writing within ten (10) days. Where this is not possible on account of any cause that cannot be attributed to the Client, the Client shall in any case communicate his objections in writing to the Confectionery Supplier within ten (10) days after such cause has been removed.
- 7.3 All amounts charged to the Client shall be paid without any discounts or deductions.
- 7.4 The Client shall not have the right to set off any claim on his part against a claim of the Confectionery Supplier, unless he is permitted to do so on the basis of a judicial or arbitration decision that has become final.
- 7.5 The Client shall not have the right to suspend his obligations, unless the Client submits the dispute to the competent Court according to Article 21.4 within 30 days from the moment when the relevant obligations fell due.
- 7.6 In the event that the Confectionery Supplier has and can have serious doubts at any time about the creditworthiness of the Client, and/or in the event that the Client repeatedly fails to pay correctly or timely and has been demanded to do so by the Confectionery Supplier at least once, the Confectionery Supplier shall have the right, before making any (further)

performances, to claim advance payment from the Client of the purchase price of the Products and/or the fees for the Services also with regard to Agreements, or to claim that the Client provide a sound security in the amount claimable by the Confectionery Supplier from the Client under the Agreement.

- 7.7 In the event that it is agreed that payment will be made and/or security will be provided through documentary credit and/or bank guarantees, the Client shall guarantee that these shall always be performed by a bank with a good reputation.
- 7.8 Without further notice of default, the Client shall owe interest on all amounts that have not been paid ultimately on the last day of the term of payment, which interest shall be equal to the then-current statutory interest in the Netherlands as referred to in Section 6:119a of the Dutch Civil Code. Upon each expiry of one month, the amount on which the interest is calculated shall be increased by the interest due for that month.
- 7.9 In the event that the Client has not paid the amount and the interest due after the expiry of a term of payment set by registered mail, the Client shall be obliged to compensate the Confectionery Supplier for all extrajudicial and judicial costs, including the reasonable costs of legal assistance in or outside legal proceedings.
- 7.10 In the event that the Confectionery Supplier grants the Client a postponement for any performance, either out of leniency or any other considerations, the new term granted shall always be a strict deadline.
- 7.11 In the event of late payment, liquidation, bankruptcy or suspension of payment of the Client, all payment obligations of the Client become immediately due and payable, irrespective of whether the Confectionery Supplier has already invoiced for such payments or pre-financing has taken place and the Confectionery Supplier is authorized to suspend further performance obligations under the Agreement, or to dissolve (*ontbinden*) the Agreement, without prejudice to the right of the Confectionery Supplier to claim damages from the other party.

8. Term of Delivery

- 8.1 All terms of delivery given by the Confectionery Supplier are indications/estimates. The Confectionery Supplier has a best efforts obligation to observe the term of delivery and / or execution period as much as possible.
- 8.2 The above-mentioned terms shall commence on the date of the written order confirmation by the Confectionery Supplier. In the event that the Confectionery Supplier requires any information or resources for the performance of the Agreement that the Client must provide and for which the Client is responsible for the accuracy and completeness thereof ,

the terms shall commence on the day on which all necessary information or resources are in the possession of the Confectionery Supplier, but no sooner than on the day of the written order confirmation. If a term is exceeded, the Client is not entitled to compensation for damages.

8.3 The Confectionery Supplier shall always have the right to deliver the delivery in parts.

9. Delivery and Risk

9.1 The delivery of the Products, including the transportation costs and the passing of the risk shall take place - on condition that this has been clearly stated in the offer or the order confirmation - according to the conditions that are standard business practice, such as EXW, CIF and FOB and the Incoterms of the International Chamber of Commerce (ICC) in Paris will apply to delivery in all such cases from time to time.

9.2 In the event that the conditions referred to in the previous paragraph have not been agreed, the delivery and the passing of the risk of the Products and their packaging shall always take place at the place and time when and where the Products are ready for shipment to the Client. The Confectionery Supplier shall notify the Client as soon as possible of said time and place, and the Client shall purchase the Products as soon as possible, but no later than 10 days after such notice.

9.3 Should the Client fail to purchase the Products or to purchase them on time, then the Client shall be in default without notice of default being required. In that event the Confectionery Supplier shall have the right either to store the Products for the account and risk of the Client or to sell them to a third party. The Client shall remain obliged to pay the purchase price, plus interest and costs by way of compensation, however, where appropriate, less the net proceeds of the sale to such third party.

10. Force Majeure

10.1 In the event that the Confectionery Supplier is unable to fulfil its obligations towards the Client due to a non-imputable failure ("force majeure"), the obligations shall be suspended for as long as the situation of force majeure continues.

10.2 In the event that the situation of force majeure has continued for three weeks, both parties shall have the right to dissolve the Agreement in writing in whole or in part.

10.3 Force majeure of the Confectionery Supplier shall mean any circumstance independent of the will of the Confectionery Supplier, as a result of which the performance of its obligations (or the relevant part thereof) towards the Client is prevented, delayed or made

uneconomic, or as a result of which the performance of these obligations cannot reasonably be required of the Confectionery Supplier.

10.4 The parties shall notify each other as soon as possible of any (potential) situation of force majeure.

11. Retention of Title

11.1 Despite the actual delivery, the ownership of the Products shall only pass to the Client after the Client has fully paid everything he is or will be due to the Confectionery Supplier for Products delivered or to be delivered under an agreement, including the purchase price, any supplements, interest, taxes and costs due pursuant to these Conditions or the Agreement, and any work performed or to be performed under such an agreement.

11.2 Any amount received from the Client shall first serve to settle any claims the Confectionery Supplier may have against the Client, After that, any amount received from the Client shall first serve to settle any interest or costs due as referred to in Articles 7.8 and 7.9.

11.3 Before the ownership of the Products has passed to the Client, the Client shall not have the right to lease the Products, to allow the use of or to pledge the Products to third parties, or to encumber them for the benefit of third parties in any other way.

11.4 The Client is obliged to treat the items delivered under retention of title carefully and as recognizable property of the Confectionery Supplier, and to ensure them against risks such as fire, explosion, damage and theft. The Client shall assign all rights to the relevant insurers in this connection to the Confectionery Supplier at the Confectionery Supplier's first request.

11.5 If and for as long as the Confectionery Supplier is the owner of the Products, the Client shall notify the Confectionery Supplier in writing immediately if any part of the Products is lost or damaged, or if the Products are seized and/or the Products (or any part thereof) are claimed in any other way. Furthermore, the Client shall inform the Confectionery Supplier at the Confectionery Supplier's first request of where the Products are of which the Confectionery Supplier is the owner.

11.6 In the event of seizure, (preliminary) suspension of payments or bankruptcy, the Client shall inform the bailiff, the administrator or the receiver levying the seizure of the (proprietary) rights of the Confectionery Supplier, and Confectionery Supplier will have the right to dissolve (*ontbinden*) the Agreement.

12. Intellectual Property

- 12.1 The Confectionery Supplier declares that, as far as it is aware, the Products are not infringing any rights of intellectual property of third parties applicable in the Netherlands. However, the Confectionery Supplier cannot indemnify the Client against or be liable for any infringements of the intellectual property rights of third parties.
- 12.2 In the event that the Confectionery Supplier produces Products or has them produced on the specific instruction of the Client, on the basis of a design that does not originate from the Confectionery Supplier, the Client indemnifies the Confectionery Supplier with regard to all infringements of the intellectual property rights of third parties which concern the Products (or their production and use).
- 12.3 The Client guarantees not to infringe, nor to allow or facilitate third parties to do so, the intellectual property rights of the Confectionery Supplier or its suppliers with regard to the Products, for example by copying, processing or imitating the Products.

13. Inspection and Complaints

- 13.1 The Client is obliged to inspect the Products or to have them inspected carefully and immediately either upon their arrival at the place of destination or upon receipt by himself or by a third party acting on his instructions, whichever is sooner. Any complaints about defects to the Products attributable to material or manufacturing defects, as well as variations in quantity, weight, composition or quality between the Products delivered and the description given thereof on the order confirmation and/or invoice, shall be notified in writing to the Confectionery Supplier with 10 days from the arrival of the Products. Defects that could not reasonably have been discovered with the term set above shall be notified in writing to the Confectionery Supplier immediately upon discovery, and no later than within 30 days from the arrival of the Products.
- 13.2 After the discovery of any defect, the Client shall be obliged to cease the use, processing or installation of the relevant Products without delay. If the Products have been processed, or have been inadequately or improperly stored, the Client's right to compensation or replacement of the Products will lapse.
- 13.3 The Client shall lend the Confectionery Supplier all assistance desired by it for the investigation of the complaint, including by giving the Confectionery Supplier the opportunity to start or to order an investigation on site into the circumstances of processing, treatment, installation and/or use.

Unless the Client is a consumer, the Client shall not be free to return the Products before the Confectionery Supplier has approved this in writing.

- 13.4 Any costs of return shall be payable by the Client and the Products shall remain at his risk.
- 13.5 Any defects regarding a separate lot of Products, which is part of a delivery consisting of several lots, shall only give the Client the right to dissolve the full Agreement if it cannot reasonably be required of the Client to maintain the remaining part of the Agreement.
- 13.6 The Client cannot institute any claims with regard to complaints about defects in the Products against the Confectionery Supplier as long as the Client has not performed its obligation in direct consideration thereof towards the Confectionery Supplier.
- 13.7 In the event that the Client submits a complaint concerning defects in a Product timely, correctly and rightly, the liability arising therefrom for the Confectionery Supplier shall be limited to the obligations described in Article 14.1, depending on the nature of the complaint and with due observance of the other provisions of Article 14.

14. Warranty

- 14.1 In the event that a complaint was submitted timely, correctly and in accordance with the provisions of Article 13, and it has been proven sufficiently according to the reasonable judgment of the Confectionery Supplier that the Products are not functioning properly, the Confectionery Supplier will have the choice either to (a) provide new Products free of charge against the return of the Products found to be defective, (b) properly repair the relevant Products, or (c) grant the Client a discount to the purchase price to be determined in mutual consultation. By fulfilling either of the performances stated above, the Confectionery Supplier shall be fully discharged of its warranty obligations and the Confectionery Supplier shall not be liable for any further compensation (for damage).
- 14.2 In the event that the Confectionery Supplier delivers Products to the Client which the Confectionery Supplier has acquired from its suppliers, the Confectionery Supplier shall never be bound by a more extensive warranty or liability vis-à-vis the Client than that which the Confectionery Supplier can lay claim to vis-à-vis its supplier.
- 14.3 The Confectionery Supplier explicitly makes no warranties for any recommendations or advices regarding the installation or the use of the Products, nor for any such advices or instructions from the Client to his customers.
- 14.4 The Products shall remain at the sole risk of the Client in the event that the Confectionery Supplier does any repair work to the Products, unless the repair is the result of defective performance by the Confectionery Supplier en the Client cannot reasonably be expected to insure the Products against the above-mentioned risk.

15. Product Recall

- 15.1 The Client is obliged to collect and save the data necessary for the tracing of the Product. By means of this "traceability system" it must in any case be possible for the Client to state directly to the Confectionery Supplier (if applicable):
- (a) which Products specifically originate from Confectionery Supplier; and
 - (b) to which customers the Products supplied by the Confectionery Supplier have been resold.
- 15.2 If the Client becomes aware of a defect or a suspicion of a defect in the Products supplied, the Client must inform the Confectionery Supplier immediately and on its own initiative. Client states in any case:
- a) the type of defect;
 - b) the production data of the possibly safe Products supplied by the Confectioner Supplier;
 - c) the names of the customers of the possibly safe Products supplied by the Confectioner Supplier;
 - d) any other information that may be relevant.
- 15.3 If, in the opinion of the Confectionery Supplier, more information is required for the investigation of a potentially unsafe Product and / or the measures to be taken, the Client will, upon request, provide all relevant information that it has in its possession or that it could reasonably have at its disposal.
- 15.4 Confectionery Supplier and Client will then jointly investigate whether and, if so, which measures are necessary to avert the danger that has arisen due to a possible defect in the Product supplied by Confectionery Supplier. The measures to be taken may include a Product Recall. A Product Recall can be made in the event that:
- (a) a Product does not meet a legal standard, or;
 - (b) the Product no longer offers the safety that may be expected by the user, or;
 - (c) there is a suspicion that a Product no longer offers the safety that may be expected by the user and the producer wants to prevent any damage as a result of that possible insecurity.
- 15.5 Confectionery Supplier may oblige Client to proceed with a Product Recall. All related costs are for the account of the Client pursuant to Article 16.1 of these Conditions, unless the cause of the Product Recall is due to intent or gross negligence on the part of the Confectionery Supplier or its highest managers or insofar as Confectionery Supplier's

liability arises from the mandatory applicable product liability law, within the meaning of Article 16.3 of these Conditions.

16. Liability and Indemnity

- 16.1 The Confectionery Supplier shall never be liable for any indirect damage of the Client or third parties. Indirect damage means all damage as a result of a defect that does not concern damage to the product itself. Indirect damage includes consequential damage, intangible damage, trading loss or environmental damage, and all costs made in relation to a Product Recall.
- 16.2 The liability of the Confectionery Supplier towards the Client for whatever cause shall be limited per occurrence (on the understanding that connected occurrences shall count as one occurrence) to the relevant Contract Sum (exclusive of VAT). In the event that no Contract Sum can be designated, the liability of the Confectionery Supplier shall be limited to the amount it will receive from its corporate liability insurer for the relevant incident.
- 16.3 The limitations of liability in Articles 15.1 and 15.2 shall not apply only to the extent that the relevant damage was caused by the wilful intent or deliberate recklessness of the Confectionery Supplier or its executive staff, or to the extent that the liability of the Confectionery Supplier arises from provisions of mandatory applicable product liability law.
- 16.4 Save in the event of intent or gross negligence on the part of the Confectionery Supplier or its executive staff, the Client shall indemnify the Confectionery Supplier against all claims of third parties based on whatever ground, with regard to the compensation of damage, costs or interests in connection with the Products, and/or arising from the use of the Products.
- 16.5 The Client shall indemnify the Confectionery Supplier against all claims of third parties and all costs and damage that could arise for the Confectionery Supplier or could be connected with any public procurement procedure that was not carried out while it should have been, or with any other violation of procurement law or competition law.
- 16.6 The Client is obliged to report every event causing damage within a period of fourteen (14) days after the event, or if this is not reasonably possible, as soon as reasonably possible, in writing to the Confectioner Supplier, in the absence of which every right to compensation expires. Any claim for compensation for damage lapses after one year has elapsed since the event which caused the damage, unless legal collection has commenced within the aforementioned period.

17. Dissolution

- 17.1 Confectionery Supplier has the right to dissolve (ontbinden) the Agreement without a notice of default or judicial intervention in the event of a (preliminary) suspension of payments, bankruptcy, halting or liquidation of the Client's business, without prejudice to the other rights of the Confectionery Supplier under whatever Agreement with the Client, and without the Confectionery Supplier being liable for any compensation.
- 17.2 In the event that the Client fails to fulfil any obligation arising for him from any Agreement properly, within a set term or otherwise, or in the event of circumstances giving a Confectionery Supplier good grounds to fear that this will happen, the Client shall be in default and the Confectionery Supplier shall have the right, without notice of default or judicial intervention:
- (a) to suspend performance of that Agreement and any directly related Agreements until sufficient security for payment has been provided, as described in Article 7.6; and/or
 - (b) to dissolve that Agreement and any directly related Agreements in whole or in part;
- all without prejudice to the other rights of the Confectionery Supplier under whatever Agreement with the Client, and without the Confectionery Supplier being liable to pay any compensation.
- 17.3 In the event that an incident occurs as described in Article 17.1 or 17.2, all claims of the Confectionery Supplier against the Client and the claims described therein arising from the relevant Agreement(s), respectively, shall be claimable immediately and fully, and the Confectionery Supplier shall have the right to take back the relevant Products. In that event, the Confectionery Supplier and its authorized representative(s) shall have the right to enter the sites and buildings of the Client in order to take possession of the Products. The Client shall be obliged to take the necessary measures in order to give the Confectionery Supplier the opportunity to implement its rights.

18. Assignment of Rights and Obligations

- 18.1 The Confectionery Supplier shall be allowed to assign the rights and obligations under an Agreement to third parties. The Client shall not have the right to assign his rights and/or obligations under an Agreement to any third party without the prior written permission of the Confectionery Supplier.

19. Enforcement of Right to Suspend Performance, Right to Dissolution and Right to Nullification by the Confectionery Supplier

19.1 In the event that the Confectionery Supplier, on the basis of circumstances it is and should have been aware of at that time, reasonably deems to have the right to enforce a right to suspend performance, to dissolution or to nullification, the Confectionery Supplier shall not be obliged to pay the statutory interest in the event that it will be established later that it has not lawfully enforced the aforesaid right(s).

20. Services and Contracts for Work

20.1 This Article contains specific provisions with regard to the Services to be performed by the Confectionery Supplier for the Client. As far as they are contrary to the other provisions in these Conditions, the provisions in this Article shall have precedence.

20.2 The Confectionery Supplier warrants that:

- (a) The Services to be rendered by it or on its behalf shall be performed in a professional manner;
- (b) For the duration of the Agreement, any persons to be engaged by the Confectionery Supplier for the performance of the Agreement shall meet and continue to meet any qualities further agreed with regard to education, expertise and experience.

20.3 Whenever the provision of services agreed so requires, the Client shall timely grant the Confectionery Supplier access to and disposal free of charge of all resources and facilities the Confectionery Supplier needs.

20.4 Should it appear that the Services cannot (or partly not) be provided as a result of the Client's failure to fulfil any obligation vis-à-vis the Confectionery Supplier, or of any circumstances otherwise attributable to the Client, the Client must compensate the costs - calculated on the basis of the then-current general - which the Confectionery Supplier has incurred in this respect.

20.5 In the event that the price is determined on the basis of the actual costs, all hours worked by the Confectionery Supplier in the performance of the Services, including travel hours, may be charged, adding the costs of materials and any other costs reasonably incurred by the Confectionery Supplier for purposes of the performance of the Services.

20.6 Unless otherwise agreed in writing, the contract sum in the case of contract works shall be invoiced as follows:

- (a) 10% upon the conclusion of the Agreement;
- (b) 25% upon the commencement of the contract works;

- (c) 35% upon (first) delivery of the results of the contract works or their putting into use, whichever is sooner;
 - (d) 20% upon removal of all defects that are found by the Client upon final completion;
 - (e) 10% upon removal of all defects that are found by the Client during the warranty term.
- 20.7 In the event that the Client wishes to make any additions or changes to the contract works agreed upon in the Agreement and the Confectionery Supplier is of the view that these deliverables are increased or extended as a result thereof, this shall constitute an upward contract variation, which can be charged separately to the Client - with due observance of the previous paragraph - , also if the parties had agreed on a fixed price earlier.
- 20.8 In the event that the Confectionery Supplier is of the view that there is an upward contract variation, it shall notify the Client thereof as soon as possible and shall inform the Client of the consequences thereof for the price and for the term within which the Confectionery Supplier will be able to perform all its other deliverables under the Agreement. The Client shall be deemed to have approved the execution of the upward contract variation and the costs and consequences connected therewith, unless he lodges a written objection thereto within eight days from the above-mentioned notification by the Confectionery Supplier. The Confectionery Supplier may wait with the execution of an upward contract variation until the Client has given the Confectionery Supplier a written instruction to that effect.
- 21. Client shall provide all necessary resources and facilities that Confectionery Supplier deems necessary to be able to perform its services free of charge to Confectionery Supplier. Governing Law, Duty to Provide Information and Competent Court**
- 21.1 These Conditions as well as all Agreements shall be governed by the laws of the Netherlands. However, with regard to Agreements as envisaged in Section 6:247(2) of the Dutch Civil Code, it is provided explicitly that Chapter 3, Title 5 of Book 6 of the Dutch Civil Code shall not apply.
- 21.2 Third parties shall not enter into any Agreement between the Confectionery Supplier and the Client pursuant to a third-party clause in these Conditions or the Agreement. Therefore Section 6:254(1) of the Dutch Civil Code shall not apply.
- 21.3 If these Conditions apply in an international relationship with the Client, the Client shall always inform the Confectionery Supplier promptly of any provisions in these Conditions that are not enforceable in the country of the Client. As far as the Client fails to comply with the stipulation in the first sentence of this Article 21.3, the Client shall not rely in or

out of court on the possible unenforceability of such provisions, and the Client shall indemnify the Confectionery Supplier against any damage that may arise.

Except where any applicable national or international mandatory rules of law prescribe otherwise, any disputes between the parties shall be submitted to the competent court in The Hague. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is explicitly not excluded.