



GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND THE PROVISION OF SERVICES BY KRAHN CHEMIE BENELUX B.V.

1. General

- 1.1. Krahn Chemie Benelux B.V. (Krahn) is a private limited liability company registered in the trade register of the Chamber of Commerce under number 34166256, VAT number NL810373415 B01, and is located in Zaanstad, The Netherlands.
- 1.2. These terms and conditions apply to all offers from and to all orders to Krahn for the sale and delivery of products and related items and/or for the provision of (advisory) services and to all agreements with Krahn in this regard. These terms and conditions are, therefore, an integral part of the offers to, orders to, and agreements with Krahn. A customer of Krahn (Customer) with whom a contract has been entered into on these terms and conditions agrees to the applicability of these terms and conditions to subsequent agreements between him and Krahn. The applicability of the Client's general terms and conditions is hereby expressly rejected.
- 1.3. Krahn reserves the right to change these terms and conditions. Offers, orders, and agreements with Krahn are always subject to the version of these terms and conditions as it is in force on the date of the order (in the case of the sale of products) or on the date of the order (in the case of the provision of (consultancy) services), or in any case, the version that was last handed over by Krahn to the Customer.
- 1.4. Stipulations that deviate from these terms and conditions can only be invoked by the Customer if and insofar as they have been expressly accepted by Krahn in writing. In the event of a conflict between these deviating clauses (including specific agreements or amendments) and these terms and conditions, the deviating clauses shall prevail.
- 1.5. The Customer is not entitled to assign claims against Krahn in whole or in part to third parties.

2. Information – Declarations – Documents relating to Products

- 2.1. Advice, communications, specifications, and statements provided by Krahn regarding the quantity, properties, application possibilities, and quality of products to be supplied by Krahn are only binding on Krahn if and insofar as this has been expressly agreed in writing. Krahn is never liable for advice, communications, specifications, and statements provided by it that have not been expressly agreed in writing to be binding.
- 2.2. Unless expressly agreed otherwise, Krahn does not guarantee that there will be no deviations in color, quality, size, and/or weight from or in the products to be supplied by it. Deviations do not constitute a shortcoming in respect of which a complaint can be made. Krahn does not provide any guarantees with regard to the general product features, specifications, and application possibilities.
- 2.3. With regard to agreed quantities, properties, application possibilities, and quality, the tolerances applicable between Krahn and the third parties from whom it itself purchases the products or parts thereof, and which are customary or prescribed by law in the industry, shall apply, except if and to the extent that the tolerances preclude a specifically agreed application. Tolerances as

referred to in this article shall not be regarded as deficiencies in respect of which a complaint may be made.

3. Offers

- 3.1. All offers made by Krahn are non-binding and may be unilaterally changed by Krahn, unless expressly stated otherwise.
- 3.2. Krahn is only bound by its offers and by orders and orders placed with Krahn by the Customer if this acceptance has been confirmed in writing or the execution of the agreement has begun. Moreover, Krahn is bound only as she has agreed in writing. In the absence of written confirmation from Krahn within a period of 14 (fourteen) days or if Krahn has not commenced the execution of the agreement within 14 (fourteen) days, the offer, quotation, or order shall be deemed not to have been accepted. In the event of discrepancies between an (order) confirmation from Krahn and an offer, quotation, or order, the (order) confirmation from Krahn shall prevail.
- 3.3. Krahn's written (order) confirmation and these terms and conditions contain all agreements between Krahn and the Customer. These supersede all previous promises or agreements by or on behalf of Krahn, both verbally and in writing, unless the (order) confirmation and/or these terms and conditions expressly state otherwise. Previously made commitments or agreements (in particular technical descriptions or other specifications included in offers, prospectuses on the Internet and other information) are not binding on Krahn.

4 Calculation of Prices

- 4.1. Unless expressly agreed otherwise, the prices quoted or agreed with Krahn are net, i.e. exclusive of VAT. The VAT amount due will be stated separately on invoices.
- 4.2. The purchase price for products is calculated based on the quantities, weights, or dimensions established at the place of shipment.
- 4.3. If, between the date on which Krahn has accepted the order and the (later of the actual or agreed) delivery date, taxes and/or levies relating to the import and/or distribution of the products are increased or new taxes and/or levies are introduced in this regard, Krahn is entitled to terminate the agreement, without Krahn being obliged to pay compensation.
- 4.4. Unless otherwise agreed, the price for (advisory) services to be provided is calculated on the basis of the (hourly or daily) rate specified by Krahn or the (hourly or daily) rate agreed with Krahn multiplied by the time spent on the provision of (advisory) services. Krahn reserves the right to change its prices and tariffs (also during the execution of the agreement).

5. Payment – Default Interest – No Set-off

- 5.1. The full purchase price for products to be delivered is due upon delivery and must be paid by transfer to the bank account specified by Krahn. Unless otherwise agreed, (advisory) services will be charged in arrears.

- 5.2. Payment must be made within 14 (fourteen) days of the invoice date. Complaints about invoices must be reported to Krahn in writing within eight (8) days of the invoice date.
- 5.3. The payment shall be deemed to have been made from the moment that Krahn can freely dispose of the amount paid by the Customer. Any other method of payment must be expressly agreed with Krahn in writing. The Client bears the risk for the (alternative) payment method chosen by him. Insofar as (additional) costs are due in connection with the (alternative) payment method, these will be borne by the Customer.
- 5.4. If the Client does not pay any amount owed by him, or does not pay it in time or in full, he will be in default without notice of default. With effect from the day on which the Customer is in default, he will owe Krahn statutory commercial interest (as referred to in Article 6:119a of the Dutch Civil Code) until the day of full payment, without prejudice to Krahn's right to claim performance and/or damages.
- 5.5. Insofar as there is reasonable doubt about the solvency and/or creditworthiness of the Customer, in particular but not exclusively in the case of outstanding payments, Krahn is entitled to unilaterally withdraw or change previously agreed payment terms and to request advance payment or security for payment with regard to subsequent deliveries and orders.
- 5.6. The Client waives any right to set-off amounts owed by both parties and the right to refuse performance or to exercise a right of retention.

6. Delivery of Products

- 6.1. Unless otherwise agreed, delivery will take place DDP (Delivery Duty Paid) (Incoterms 2010).
- 6.2. In the event that Krahn does not receive products ordered by it from reliable suppliers, it is released from its obligations to perform and is entitled to terminate the contract without Krahn being obliged to pay damages. In such case, Krahn shall immediately notify Customer of the unavailability or delayed availability of the item(s). If the Customer nevertheless believes that Krahn's failure to comply with the delivery obligation should be regarded as an attributable shortcoming on Krahn's part, the burden of proof rests on the Customer in this respect that Krahn can be blamed.
- 6.3. Krahn is entitled to make partial deliveries. For the purposes of these terms and conditions, each partial supply shall be regarded as an independent supply.
- 6.4. Krahn is at all times entitled to deliver up to 10% more or less than the agreed quantity of the products, on the understanding that the purchase price will then be adjusted accordingly.
- 6.5. The method of shipping and packaging of products is entirely at the discretion of Krahn, unless specific agreements have been made in this regard.
- 6.6. Unless otherwise agreed, the products to be delivered by Krahn are intended to be processed in the Customer's factory. At Krahn's first request, the Customer will sign a so-called "Export Control Compliance Statement" so that it can be established that the products to be supplied by Krahn are not used for unlawful purposes. The Customer guarantees not to resell and/or deliver the products to third parties in respect of whom the delivery of the products to be delivered by Krahn to those third parties is subject to any embargo or to third parties established in countries to which there is any embargo in this regard.

7. Execution of (Advisory) Services

- 7.1. Krahn has the right to carry out the (advisory) services at its own discretion, with or without the involvement of third parties, and either in whole or in part.
- 7.2. The Customer is responsible for the accuracy of the information and data provided by them.
- 7.3. The Customer is obligated to enable Krahn to perform its (advisory) services without restrictions.
- 7.4. Krahn will carry out all orders for the provision of (advisory) services with the necessary care and will do everything that is necessary and reasonably expected of it to perform the (advisory) services. Krahn does not guarantee the achievement of any specific (sustainability and/or savings) results. Krahn's obligations regarding the provision of (advisory) services are solely obligations of effort and not obligations to achieve a specific result.
- 7.5. The Customer must ensure timely provision to Krahn (and in the desired format) of all documents and information necessary for the execution of the agreement. Krahn has the right to suspend the execution until, in Krahn's opinion, this information obligation has been fulfilled and/or any agreed prepayment has been received by Krahn or security for Krahn has been provided.
- 7.6. The Customer must promptly inform Krahn of facts and circumstances that may be relevant to the execution of the (advisory) services.
- 7.7. (Advisory) services provided by Krahn are exclusively intended for the Customer. The Customer indemnifies Krahn against any claims from third parties regarding the use of advice provided by or on behalf of Krahn to the Customer.
- 7.8. If the Customer has agreed on a specific end date or duration (hereinafter: duration) for the (advisory) services, the Customer is entitled to terminate the agreement if that duration is exceeded due to circumstances that can be attributed to Krahn, subject to Krahn being given a reasonable period to still fulfill its obligations.

8. Delivery Times for Products and Services

- 8.1. The dates or periods within which products and/or services are to be delivered by Krahn, as agreed upon, are approximate unless Krahn has explicitly confirmed or agreed to a fixed date or period. These dates and periods are not considered strict deadlines, and Krahn is only in default after the Customer issues a notice of default.
- 8.2. In the case of "prompt" delivery being agreed upon in the sale of products, the delivery time will be (approximately) 14 (fourteen) calendar days.
- 8.3. Without prejudice to any other rights belonging to Krahn in the event that the Customer fails to fulfill his obligations, Krahn is entitled to extend or postpone the delivery and execution dates during the period in which the Customer is in breach of his obligations.

9. Force Majeure

- 9.1. Krahn is entitled to invoke force majeure in case of war, threat of war, terrorism, terrorist threat, riot, civil unrest, fire, water damage, flood, frost, excessive employee absenteeism, delays in

supply (including traffic disruptions), business blockades, strikes, picketing or work-to-rule actions, and connection, storage, and transport disruptions, shortages of raw materials or energy, import and export restrictions or prohibitions, government measures, delayed delivery to Krahn of parts, goods, or services ordered from third parties, circumstances beyond Krahn's control, accidents, and business and production disruptions or other circumstances that wholly or partially, temporarily or otherwise, prevent or hinder the execution of the agreement (including circumstances that prevent, delay, or render uneconomical the production or shipment of products), notwithstanding Krahn's right to invoke the provisions of Article 6:75 of the Dutch Civil Code.

- 9.2. In the event of force majeure as referred to in Article 9.1 (each a force majeure situation), Krahn is not obligated to engage other suppliers, and the Customer is not entitled to compensation or to refrain from fulfilling any of their obligations arising from the agreement.
- 9.3. Krahn will inform the Customer within a reasonable period if a force majeure situation occurs. If the force majeure situation lasts longer than three (3) months, Krahn is entitled to terminate the agreement without being obliged to pay damages.
- 9.4. In the event of a force majeure situation, Krahn is free to decide whether and, if so, to which customers it delivers products it has in stock, regardless of whether Krahn's delivery obligations are due.

10. Quality of Products – Samples – Technical Advice – Applications

- 10.1. The quality of the products sold and to be delivered by Krahn is solely dependent on the product specifications of the supplier.
- 10.2. Samples and/or technical and chemical information provided by Krahn regarding the products are intended to give a general description of the products. Such samples or information do not provide any guarantee regarding quality or lifespan and do not exempt the Customer from inspecting each (partial) delivery.
- 10.3. Krahn provides guarantees under an agreement only in writing, specifically and expressly.
- 10.4. Advice, communications, specifications, and information provided by Krahn regarding the application possibilities of the products it delivers do not exempt the Customer from inspecting each (partial) delivery prior to processing, including suitability for the intended use. The Customer alone is responsible for the use, application, and processing of the products delivered by Krahn, as well as for compliance with applicable safety and security regulations.
- 10.5. Unless expressly agreed otherwise, the Customer guarantees that they will not use or allow the use of the products for the production of (i) medical devices as referred to in Regulation (EU) 2017/745, especially implants; (ii) biocides; (iii) plant protection products; (iv) human or veterinary medicines; (v) food or animal feed; (vi) cosmetics; (vii) weapons or other items that can cause serious injury or death to humans; (viii) narcotics (including drugs); and (ix) semi-finished products produced (ultimately) for the aforementioned applications. The Customer will impose the same obligation on the customers to whom the Customer resells and delivers Krahn's products, whether or not after mixing or processing.

11. Intellectual Property Rights and Usage Rights

- 11.1. All intellectual property rights related to Krahn's services, including but not limited to copyrights related to (advisory) services, belong exclusively to Krahn.
- 11.2. The Customer and/or third parties appointed by them are not allowed to use Krahn's advice without Krahn's prior written consent (in any manner other than described in the agreement and these general terms and conditions).
- 11.3. Intellectual Property Rights and Usage Rights
- 11.4. All intellectual property rights related to Krahn's services, including but not limited to copyrights related to (advisory) services, belong exclusively to Krahn.
- 11.5. The Customer and/or third parties appointed by them are not allowed to use Krahn's advice without Krahn's prior written consent (in any manner other than described in the agreement and these general terms and conditions) to use, reproduce, store, copy, disclose, or distribute for commercial purposes or otherwise.

12. Acceptance and Inspection – Product Claims

- 12.1. The Customer is obligated to carefully inspect the products delivered by Krahn immediately upon delivery—particularly before mixing or processing the products. If the Customer does not raise written complaints with Krahn within seven (7) days after delivery regarding visible defects or other defects that should have been noticed after careful inspection, the products are deemed accepted by the Customer. For other defects, the products are deemed accepted by the Customer if, within seven (7) days after the discovery of the defect, no written complaint is made to Krahn; however, if the Customer could or should have discovered the defect during normal use earlier, this earlier moment is considered the starting point for the period within which the Customer must raise a written complaint.
- 12.2. In the case of partial deliveries, Article 12.1 will apply to each partial delivery.
- 12.3. If the Customer raises a complaint as mentioned in Article 12.1, the notice of the defect must include a detailed description of the product type and the extent of the defect.
- 12.4. Claims due to deficiencies do not suspend the payment obligations of the Customer and do not give the Customer the right to refuse the acceptance of other deliveries, including the delivery of services.
- 12.5. Regarding deficiencies for which timely complaints have been raised, the Customer's claim is limited to the right to demand performance as specified in Article 12.6. After the warranty period mentioned in Article 12.6 has expired, Krahn is no longer liable to the Customer.
- 12.6. During a warranty period of one (1) year after the delivery of products, Krahn, in case the Customer has timely and rightly complained, will either redeliver at no cost or repair the relevant product at Krahn's expense. Costs of repair, especially transport costs, shipping costs, labor costs, and material costs, are solely borne by Krahn if and to the extent that there is a legal basis for it. If the Customer has complained unjustly, they are obligated to reimburse Krahn for the (un)expenses and damages incurred (including inspection costs and transport costs). In the case of redelivery, Krahn is not obliged to take back previously delivered products and/or packaging materials.

- 12.7. If Krahn fails to remedy the defect, the Customer is entitled to reduce the purchase price owed or, at their choice, terminate the agreement, without prejudice to any right to compensation.
- 12.8. The provisions of this Article 12 do not affect any (legal) rights of Krahn to refuse (re)delivery (such as refusal due to disproportionality) or to suspend it.
- 12.9. For potential claims against Krahn, the Customer is obligated to limit their liability towards third parties as much as possible (contractually) and, to avoid liability towards third parties, invoke all possible defenses. Krahn's liability towards the Customer is limited to the amount for which the Customer is at most liable towards a third party if the Customer fulfills or would have fulfilled their obligation under the preceding sentence of this article.
- 12.10. Krahn does not guarantee that the products are not subject to any patent right and/or other intellectual property right of third parties.
- 12.11. In the event it is agreed that products will be sold to the Customer "AS IS," "OFF SPEC," or similar, the Customer accepts these products in the condition they are in upon delivery, including any visible and invisible defects. Krahn assumes no liability for (the characteristics of) these products.

13. Complaints (Advisory) Services

- 13.1. Complaints about (advisory) services must be reported in writing by the Customer to Krahn within seven (7) days of becoming apparent, under penalty of loss of any claim against Krahn. After the expiration of the above-mentioned period, Krahn is deemed to have fulfilled its obligations correctly, unless proven otherwise by the Customer. Krahn will handle all complaints with great care and inform the Customer about findings and any solutions as soon as possible. In case the (advisory) services are delivered in parts, this Article 13.1 will apply to each partial delivery.
- 13.2. Any right to complain lapses if the Customer fails to, properly, or timely fulfill any obligation arising from the underlying agreement for them.
- 13.3. For a period of 12 (twelve) months after the (advisory) services are delivered, Krahn, in case of a deficiency in a service that has been timely and rightly complained about, will either perform the relevant service again at no cost or credit the Customer for the invoice value of the relevant service in full or in part, at Krahn's discretion. After the expiration of the 12 (twelve)-month period mentioned in this article, Krahn is no longer liable to the Customer.

14. Obligation and Liability

- 14.1. Any liability of Krahn, regardless of its basis, is limited to the provisions in Articles 12 and 13 and in this Article 14.
- 14.2. Krahn is never obliged to pay replacement or additional damages unless and insofar as the damage suffered has been caused by intent or gross negligence of Krahn, its representatives, its employees, or other persons involved in the execution of the agreement.
- 14.3. In all cases where Krahn is liable for damages, this obligation to compensate for damages will be limited to the compensation for damages that were foreseeable or could reasonably have been foreseen by Krahn at the time of the conclusion of the agreement, provided that the Customer

would have exercised ordinary care. However, except for Krahn's own intent, Krahn's liability for business, consequential, or indirect damages is always excluded. Consequential damages include, but are not limited to, loss of turnover, loss of profit, loss of income, loss of production, and stagnation damages.

- 14.4. In all cases where Krahn is liable for payment of damages, this liability will never exceed the net invoice amount invoiced to the Customer in connection with the agreement that caused the damage, with a maximum of EUR 50,000.
- 14.5. Employees of Krahn or assistants engaged by Krahn for the execution of the agreement can invoke all defenses arising from the agreement, including the liability limitations contained in these general terms and conditions, as if they were a party to that agreement.
- 14.6. The limitations set forth in this Article 14 do not apply in the case of liability for personal injury or (legal) product liability.
- 14.7. Only Krahn is considered the contractor or seller vis-à-vis the Customer, not the entities (legal or natural persons) affiliated with Krahn, even if the agreement includes, among other things, the provision of (advisory) services and it is intended that a specific person affiliated with Krahn will perform the task. Affiliated entities, including their employees and contractors, are not personally liable to the Customer. The provisions of Articles 7:404 and 7:407(2) of the Dutch Civil Code are excluded.
- 14.8. Any claim against Krahn expires simply by the expiration of 12 months after the claim arises.

15. Confidentiality / Protection of Personal Data

- 15.1. Unless expressly agreed otherwise in writing, information provided to Krahn when placing an order and/or assignment is not considered confidential information, unless its confidential nature must be presumed.
- 15.2. Krahn notes that data regarding the contractual relationship (including personal data) are stored for the execution of the agreement, for relationship and marketing purposes, and for debt collection. Krahn reserves the right to disclose this data to third parties (e.g., insurance companies) if required for the fulfillment of its contractual obligations. Krahn will not sell or otherwise disclose this data to third parties.
- 15.3. Regarding the protection of personal data, Krahn points out the following:

Contact Information: Krahn is the data controller within the meaning of the laws and regulations for the protection of personal data. The designated data protection officer at Krahn can be reached via email at dataprotection@krahne.eu.

Purpose(s) and Legal Basis for the Processing of Personal Data: For the delivery of products, it may be necessary for the Customer to provide personal data (hereinafter referred to as "Data"). Krahn processes the Data for the purpose of entering into and performing the agreement (including legal proceedings and debt collection) and in compliance with the provisions of the General Data Protection Regulation (GDPR) (from May 25, 2018, notably Article 6(1)(b) of the GDPR). Krahn will process the Data to protect its legitimate interests (from May 25, 2018, notably



Article 6(1)(f) of the GDPR), including Krahn's interest in preventing losses on receivables by third parties or by Krahn, as well as in transmitting information about goods and services to the Customer.

Personal Data: Krahn processes the following Data: basic information (such as company name, if applicable contact information, address), communication data, contract data, claim data, and, if applicable, information about payments and defaults.

Third-party Recipients: Krahn is always entitled, in accordance with applicable laws and regulations, to provide Data to collection agencies to prevent losses on receivables by third parties or by Krahn. For example, to assess the chances of payment by doubtful debtors or in case of default by the Customer, Krahn may provide information regarding undisputed or established claims. Collection agencies also store the Data provided to them to make it available to their contracting parties to assess the risk of non-payment of claims. In this context, the Data will only be provided if the contracting parties with whom the collection agencies have a relationship can demonstrate a legitimate interest in the transfer of the Data. For the purpose of locating debtors, the collection agency may transmit Data. The Customer is entitled to access the Data stored by the collection agency. If necessary for the collection of a claim against the Customer, the Data may be disclosed to the following recipients: (legal) persons to whom claims have been assigned, collection agencies, credit agencies, third-party debtors, courts, bailiffs, and lawyers.

Product Information: Krahn will use the Data in accordance with the laws and regulations for the protection of personal data (from May 25, 2018, notably Article 6(1)(f) of the GDPR) for marketing purposes, including informing the Customer about other products and services, if possible, by mail or digitally.

Retention Period: Krahn will immediately delete the Data if and when it is obligated to do so, particularly if it no longer needs the Data for the intended purpose for which it was obtained, and there is no other obligation to retain the Data. Notwithstanding the above, Krahn will verify once every three (3) years whether Data can be deleted.

Objection Rights: The Customer is at all times entitled to object to the processing of Data by Krahn for the purpose described under "Product Information" through a relevant communication to Krahn. Notwithstanding the above, individuals from May 25, 2018, have the right to object to the processing of Data as referred to in Article 6(1)(f) of the GDPR, in accordance with Article 13(2)(b) or Article 14(2)(c) of the GDPR in conjunction with Article 21 of the GDPR.

Other Rights of Individuals: From May 25, 2018, individuals have the following rights regarding the processing of personal data (particularly based on the GDPR): the right to information, the right to adjustment, deletion, processing limitation, and data portability. Additionally, individuals have the right to lodge a complaint about the processing of their personal data with the competent supervisory authority (in Dutch: Autoriteit Persoonsgegevens).

The contact details of Autoriteit Persoonsgegevens are: Bezuidenhoutseweg 30, 2594 AV Den Haag; postal address: Postbus 93374, (2509 AJ) Den Haag; phone number: 088 - 1805 250; and fax number: 070 - 8888 501.

16. Ownership Reservation

- 16.1. All products delivered by Krahn remain the property of Krahn until the complete satisfaction of all claims, damages, costs, and interest that Krahn has or will have against the Customer in connection with the underlying agreements and/or earlier or later agreements of the same nature. The Customer has no right of retention on these items. The items delivered by Krahn under ownership reservation as referred to in this Article 16.1 will also be referred to hereinafter as "Reserved Goods."
- 16.2. The Customer is entitled to sell and/or deliver the Reserved Goods within the scope of its normal business operations. No obligations arise for Krahn from the sale and/or delivery of the Reserved Goods by the Customer in the normal course of business. If the Reserved Goods are united by the Customer with movable property owned by third parties through combination or mixing, Krahn automatically becomes a co-owner of the new item, each for a share proportional to the value of the new item. For the determination of Krahn's share in the value of the new item as referred to in the preceding sentence, the gross invoice amount (including related costs and taxes) of the Reserved Goods is used. If, in specific cases, Krahn nevertheless does not become the owner of a new item, the Customer hereby already transfers ownership or its share in it for free to Krahn, so that Krahn is still entitled to exercise its ownership reservation as long as the condition for the transfer of ownership mentioned in Article 16.1 is not fulfilled.
- 16.3. By entering into the agreement with Krahn, the Customer declares that, as security for the satisfaction of all amounts owed by the Customer to Krahn at any given time, the Customer wishes to establish a pledge on all current and future claims of the Customer against third parties arising from (re)sale of the Reserved Goods, as well as on all current and future claims that replace or arise from the Reserved Goods. This pledge is established by the Customer upon entering into the agreement and is accepted by Krahn. Upon Krahn's first request, the Customer will provide a written statement of the claims on which the pledge has been established.
- 16.4. The Customer is not allowed to encumber or alienate Reserved Goods other than as referred to in Article 16.2, without the prior written consent of Krahn.
- 16.5. The Customer is obliged to keep the Reserved Goods in its possession at its own expense and risk, with due care that can be expected of a good housekeeper. The Customer must also adequately insure the Reserved Goods and keep them insured.
- 16.6. Upon Krahn's first request, the Customer will provide similar security if ownership reservation cannot be exercised in the country where the Reserved Goods are located after delivery. All rights and claims of Krahn against the Customer become immediately due and payable if the Customer fails to fulfill the obligation mentioned in the previous sentence, regardless of whether agreed payment terms have expired or not.

17. Termination

- 17.1. If the Customer fails to fulfill one or more obligations (including payment obligations) in a timely or proper manner, is declared bankrupt, applies for (provisional) suspension of payment, proceeds to liquidate its business, or if its assets are wholly or partially seized, Krahn has the right to suspend the performance of the agreement or to terminate the agreement in whole or in part without prior notice of default, at its discretion, and always retaining any right to compensation. Krahn is then entitled to retrieve the Reserved Goods, to which the Customer will provide its full cooperation. Full cooperation includes (i) providing unhindered access to the business premises or storage locations where the Reserved Goods are located and (ii) providing the documentation related to the Reserved Goods.
- 17.2. The Customer is only entitled to termination in the cases referred to in Article 7.8 of these terms and conditions and only after payment to Krahn of all amounts owed to Krahn at that time, whether due or not.
- 17.3. If the agreement is terminated pursuant to Article 17.1 before the agreed (advisory) services are completed or the time during which they would be performed has elapsed, Krahn is entitled to the full agreed price for those services.

18. Other

- 18.1. The place where Krahn is statutorily established is considered the place where the (characteristic) performances under the agreement are carried out.
- 18.2. All disputes between the parties will initially be exclusively settled by the competent court of the District Court of North Holland, location Zaanstad, in Zaanstad, the Netherlands, unless Krahn prefers another competent court.
- 18.3. Dutch law applies to the relationship between Krahn and the Customer, including the agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods of 1980 (also referred to as the Vienna Sales Convention) is expressly excluded.
- 18.4. If one or more provisions of the agreement are or become invalid, the remaining provisions of the agreement remain in force. In such a case, the Parties agree to consult to replace the invalid provision(s) with provision(s) that are valid but deviate as little as possible from the provisions deemed invalid, considering the purpose and scope of the agreement.