

General terms and conditions of sale and delivery of Dibella b.v.

Version 07-2020

1. Identity of Seller.....	2
2. General.....	2
3. Definitions.....	2
4. Conclusion and content of the Agreement.....	3
5. Right of withdrawal.....	3
6. Obligations of the Consumer during the withdrawal period.....	4
7. Exercise of the right of withdrawal.....	4
8. Duties of Seller upon withdrawal.....	6
9. Exception of the right of withdrawal.....	6
10. Prices.....	7
11. Delivery.....	8
12. Packaging and Transport.....	8
13. Reservation of title.....	8
14. Invoicing and payment.....	9
15. Claims.....	10
16. Warranty and complaints.....	10
17. Force majeure.....	10
18. Intellectual property rights.....	11
19. Liability and indemnification.....	12
20. Privacy.....	13
21. Rescission.....	13
22. Transferability of rights and obligations.....	14
23. (Partial) invalidity or nullification.....	14
24. Forfeiture of right, applicable law and choice of forum.....	14

1. Identity of Seller

- Dibella B.V.

Acting under the name: Dibella

Registered & visiting address: Hamelandroute 90 in 7121 JC Aalten, The Netherlands

Telephone number: +31 (0)543-477 684

Availability: Monday through Friday from 08:00 o'clock until 17:00 o'clock

Email: info@dibella.de

CoC number: 09058728

VAT identification number: NL006460185B01

2. General

- 2.1. These general terms and conditions are applicable to any and all Agreements, proposals and offers in pursuance of which the Seller commits to sell and deliver Products to a (legal) person who commits to pay a price in cash for the same.
- 2.2. The provisions laid down in these general terms and conditions were also stipulated for the benefit of the directors and employees of the Seller and potential auxiliary persons involved in the implementation of the Agreement.
- 2.3. The applicability of general terms and conditions of the Buyer is in advance expressly rejected by the Seller.
- 2.4. The Seller is entitled to change these general terms and conditions. The Buyer is deemed to have accepted each and every change of these general terms and conditions if the Buyer did not submit its objections to the Seller In Writing within seven days after Written notification of the changes by the Seller.
- 2.5. To the extent that the Agreement contains provisions that are at odds with these general terms and conditions, the provisions of the Agreement shall prevail.
- 2.6. To the extent that these general terms and conditions were translated into a language other than the Dutch language, the Dutch text shall always be decisive in case of differences.

3. Definitions

Consumer is understood as any natural person acting for a purpose unrelated to business activities or professional activities;

Buyer is understood as each and every legal person or natural person acting in the course of a business or profession who concluded an Agreement with the Seller, at least intends to do so;

Delivery is understood as the availability of the Product to the Buyer, regardless of the fact if the Buyer takes delivery of the Product at the time of availability, at the address as mentioned in article 11.1 of these general terms and conditions;

Agreement is understood as the Written sale and purchase agreement in pursuance of which the Seller commits to deliver a Product and the Buyer commits to pay a price in cash for the same;

Product is understood as each and every movable property that is offered, sold and delivered by the Seller;

Written/In Writing is understood as on paper, by email, via the website and/or web shop of the Seller or by another electronic manner stipulated by and between the Buyer and the Seller where messages are stored and can be rendered legible within a reasonable period of time;

Seller is understood as the private company with limited liability Dibella B.V.

4. Conclusion and content of the Agreement

- 4.1. Any and all proposals and offers of the Seller are subject to contract and can always be revoked by the Seller.
- 4.2. The Agreement between Buyer and Seller shall be established by confirmation by Buyer of the quotation sent to it by Seller.
- 4.3. Seller only sells and delivers Products per packaging unit. In this respect, the Seller has the right to round up an order upwards so that the order includes one or more complete packaging units. Buyer is bound to the order that has been rounded up. In the event of rounding up, Buyer is not entitled to cancellation, dissolution, compensation or suspension.
- 4.4. In cases other than those described in Article 4.3, in the event of a difference between the order – envisioned by the Buyer – and the Written confirmation of the Seller, the Buyer shall be bound by the Written Confirmation of the Seller, unless the Buyer informs the Seller In Writing within eight days after the date of the confirmation that the confirmation of the Seller is not in accordance with the order and the Buyer evidences that this was clear to the Seller.
- 4.5. The Seller reserves the right to reject orders.

5. Right of withdrawal

- 5.1. The Consumer may dissolve the Agreement – insofar as it concerns a distance agreement – without giving any reason within the 14-day withdrawal period. The Seller may ask the Consumer for the reason for the withdrawal; however, the Consumer is not obliged to give reasons.

- 5.2. The withdrawal period mentioned in article 5.1 commences on the day after the Consumer or a third party designated in advance by the Consumer, other than the carrier, has received the Product or:
- a) if the Consumer has ordered several Products for one and the same order: the day on which the Consumer or a third party designated by him has received the last Product;
 - b) if the Delivery of a Product consists of several shipments or parts: the day on which the Consumer or a third party designated by him has received the last shipment or the last part.
- 5.3. If the Seller has not made the legally prescribed information concerning the right of withdrawal or the model withdrawal form available to the Consumer, the withdrawal period shall end twelve months after the expiry of the original withdrawal period as set out in Article 5.2.
- 5.4. If the Seller has provided the Consumer with the information referred to in Article 5.3 within twelve months of the original withdrawal period, the withdrawal period will end 14 days after the day on which the Consumer has received this information.

6. Obligations of the Consumer during the withdrawal period

- 6.1. During the withdrawal period, the Consumer must handle the Product and its packaging carefully. He shall unpack or use the Product only to the extent necessary to determine the nature, properties and operation of the Product. In this respect, the Consumer may only use and check the Product as permitted in a store.
- 6.2. Consumer shall only be liable for a reduction in value of the Product as a result of actions other than those permitted as referred to in Article 6.1.
- 6.3. Consumer shall not be liable for any reduction in value of the Product, unless the Seller has made all legally prescribed information on the right of withdrawal available to him before or on conclusion of the Contract.

7. Exercise of the right of withdrawal

- 7.1. If the Consumer exercises his right of withdrawal, he must inform the Seller of this within the withdrawal period by means of the model withdrawal form or otherwise in a manner that is not open to misunderstanding.
- 7.2. The model revocation form as referred to in article 7.1 reads as follows:

To:

Dibella B.V.

Hamelandroute 90

7121 JC Aalten, The Netherlands

Email address: info@dibella.de

I/We* hereby revoke the Agreement concluded by me/us* for the purchase of the following products: [description of the Products]*

Ordered/received* on [date of order/receipt of the Products]*

[Consumer name]*

[Consumer address]*

[Consumer signature]* *(only in case of communication on paper)*

**Delete as appropriate or complete as applicable.*

- 7.3. Consumer shall return or hand over the Product to the Seller (or its authorised representative) as soon as possible, but within 14 days of the day following the notification referred to in Article 7.1, unless the Seller declares to be prepared to collect the Product itself. In any event, the Consumer has complied with the return period if he returns the Product before the expiry of the withdrawal period.
- 7.4. Consumer returns the Product with all delivered parts – if possible – in its original condition and in its original packaging in accordance with Seller's reasonable and clear instructions.
- 7.5. The responsibility for and the burden of proof in connection with the proper and timely exercise of the right of withdrawal rests with the Consumer.
- 7.6. Consumer bears the costs directly related to the return of the Product. If Seller has not informed Consumer that Consumer must bear the costs or if Seller declares to bear the costs itself, Consumer does not have to bear the costs related to the return of the Product.
- 7.7. Consumer shall not bear the cost of the full or partial Delivery of digital content not made available on a physical data medium if:
 - a) before Delivery, he has not expressly agreed to begin performance of the Agreement before the end of the withdrawal period;
 - b) he has not accepted, when giving his consent, that he loses his right of withdrawal; or
 - c) Seller has failed to confirm this Consumer statement.
- 7.8. If the Consumer makes use of his right of withdrawal, all additional Agreements will be dissolved by operation of law.

8. Duties of Seller upon withdrawal

- 8.1. If Seller allows Consumer to notify the withdrawal by electronic means, Seller will send a corresponding acknowledgement of receipt immediately upon receipt of this notice.
- 8.2. Seller shall immediately refund, however, within 14 days of the date on which the Consumer has notified the withdrawal, all payments made by the Consumer, including any costs charged by the Seller in connection with the Delivery of the returned Product. Unless Seller offers to pick up the Product itself, Seller may wait with the refund until it has received the Product or – for so much earlier – until Consumer proves that he has returned the Product.
- 8.3. Seller uses the same means of payment for the refund that the Consumer has used, unless the Consumer agrees to any other method. The refund is free of charge to the Consumer.
- 8.4. If the Consumer has opted for a more expensive shipping method than the cheapest standard shipping method, the Seller is not obliged to refund the additional costs related to the more expensive shipping method.

9. Exception of the right of withdrawal

- 9.1. Seller may exempt the following Products and services from the right of withdrawal, but only if the Seller has clearly indicated this when the offer is made available or at least in time for the conclusion of the Agreement:
 - a) Products or services whose price is subject to fluctuations in the financial market which are beyond the Seller's control and which may occur within the withdrawal period;
 - b) Agreements concluded at a public auction, whereby a public auction is understood as a method of sale whereby the Consumer, who is present in person or is given the opportunity to participate in the auction in person under the supervision of an auctioneer, is offered Products, digital content and/or services by the Seller and whereby the successful bidder is obliged to acquire the Products, digital content and/or services by purchase;
 - c) service agreements after completion of the service, however, only if:
 - the service has commenced with the Consumer's express prior consent; and
 - Consumer has stated that he will lose his right of withdrawal as soon as Seller has fully executed the Agreement;
 - d) package travel agreements referred to in Article 7:500 of the Dutch Civil Code and passenger transport agreements;
 - e) Service contracts for the provision of accommodation where the Agreement provides for a certain implementation date or period and does not include occupation, carriage of goods, car rental and catering services;

- f) Leisure time agreements where the Agreement provides for a specific implementation date or period;
- g) Products manufactured according to Consumer specifications which are not prefabricated and manufactured on the basis of an individual choice or Consumer decision or are clearly intended for a particular person;
- h) slightly perishable Products or Products with a limited shelf life;
- i) sealed Products that are not suitable for return for reasons of health or hygiene and of which the seal has been broken after Delivery;
- j) Products which, by their nature, have been irrevocably mixed with other Products after Delivery;
- k) alcoholic beverages of which the price was agreed upon at the conclusion of the Agreement, but of which Delivery can only take place after 30 days and of which the actual value depends on market fluctuations beyond the Seller's control;
- l) sealed sound and video recordings and computer software of which the seal has been broken after the Delivery has been carried out;
- m) newspapers, magazines or periodicals with the exception of subscriptions to these media;
- n) Delivery of digital content not made available on a physical data carrier, but only if:
 - the performance has commenced with the Consumer's express prior consent; and
 - Consumer has stated that as a result he loses his right of withdrawal.

10. Prices

- 10.1. All prices offered and agreed are exclusive of VAT, unless Buyer is a Consumer. In that case, the agreed prices include VAT. Unless the Buyer and the Seller have stipulated otherwise, the import and export duties, clearing expenses, taxes and the like, are at the expense of the Buyer.
- 10.2. Prices established prior to or upon the conclusion of the Agreement can, in case of changes in cost price determining factors occurring after the conclusion of the Agreement but prior to the delivery of the Product, e.g. in the purchase prices, the export duties, the wages, the taxes and the exchange rate of the Euro in respect of foreign currency, be increased by the Seller in consideration of the changed amounts.
- 10.3. If the prices were not determined prior to or upon the conclusion of the Agreement then the prices calculated by the Seller and payable by the Buyer are the prices applied by the Seller on the day of delivery.

11. Delivery

- 11.1. Unless stipulated otherwise, Delivery takes place on the basis of the Ex Warehouse ("EXW") delivery condition, as intended in the Incoterms 2020, at the address Marie-Curie-Straße 3, 48599 Gronau (Germany). This implies, inter alia, that the Seller delivers when the Seller makes the Product available to the Buyer by means of a Written notification, regardless of the Buyer taking delivery of the Product at the moment of availability, and that the Seller is not held to send the Product and/or load the vehicle that comes to pick up the Product and that the Buyer bears any and all risks of damage to and loss of the Product from the moment of Delivery, also if the Seller ships the Product to the Buyer at the request of the Buyer.
- 11.2. Buyer shall be obliged to accept the goods purchased at the time when they are made available to him in accordance with this Agreement or delivered to him at his request. If Buyer refuses to accept the Delivery or fails to provide the necessary information or instructions for Delivery, the Products shall be stored at Buyer's risk. In this case, Buyer shall pay all additional costs, including storage costs.
- 11.3. A stipulated delivery period always applies as a target period and not as a fatal deadline.
- 11.4. The Seller is entitled to deliver the order in instalments or to wait until the entire order is ready for Delivery.

12. Packaging and Transport

- 12.1. The costs for packaging of the Product are at the expense of the Seller.
- 12.2. The costs for transport and/or shipment and potential insurance during transport and/or shipment are at the expense of the Buyer.

13. Reservation of title

- 13.1. The Seller reserves the title of any and all Products delivered and yet to be delivered to the Buyer by the Seller pursuant to an Agreement until the purchase price for all these Products pursuant to any Agreement has been paid in full. If the Seller, in the context of the said Agreement(s), performs or shall perform activities for the benefit of the Buyer to be paid by the Buyer then the aforementioned reservation of title applies until the Buyer also paid these claims of the Seller in full. In addition, the reservation of title moreover applies to claims that the Seller may acquire vis-à-vis the Buyer on account of a failure of the Buyer to comply with one or more of its obligations pursuant to the aforementioned Agreements vis-à-vis the Seller.

- 13.2. The Buyer is held to store the Products delivered subject to the reservation of title with the necessary diligence and as recognisable property of the Seller. The Buyer is held to insure the Products for the duration of the reservation of title against fire, explosion and water damage as also against theft and to, on demand of the Seller, submit a copy of the policies of the said insurances as well as proof of payment of the payable premium to the Seller.
- 13.3. If the Buyer fails to comply with its payment obligations vis-à-vis the Seller or if the Seller has good cause to fear that the Buyer shall fail to comply with the said obligations then the Seller shall be entitled to personally, and without any liability vis-à-vis the Buyer, take back the Products delivered subject to the reservation of title. In advance, the Buyer grants the Seller and its employees consent to access the premises and buildings of the Buyer to take back the Products. The latter applies without prejudice to the right of the Seller to claim compensation for damages, lost profit and interest, and the right of the Seller to rescind the Agreement, without any further notice of default, by means of a Written notice.

14. Invoicing and payment

- 14.1. The Seller is entitled to invoice after each and every Delivery or partial delivery, as intended in article 11.4 of these general terms and conditions.
- 14.2. Buyer is obliged to pay the invoiced price within the agreed payment term in accordance with the agreed payment conditions. This payment term is a fatal deadline. The Buyer is not entitled to rely on suspension.
- 14.3. The invoiced price immediately falls due if the Buyer files a winding-up petition or is declared to be insolvent, applies or obtains (provisional) suspension of payment, the debt management scheme pursuant to the Dutch Debt Management (Natural Persons) Act is declared to be applicable to the Buyer, an attachment is imposed on all or a part of the assets of the Buyer, the Buyer deceases or is dissolved, the Buyer is placed under administration or supervision, or if other circumstances come to the knowledge of the Seller after the conclusion of the Agreement that give the Seller good cause to fear that the Buyer shall not comply with its obligations.
- 14.4. As soon as the payment term has expired, the Buyer is liable to pay the Seller the following on the payable principal sum, including VAT: (i) interest at a rate of 1% per month, and (ii) compensation for the extrajudicial collection costs, where the latter amount to, at least, 15% of the payable principal sum, including VAT, with a minimum of € 200.00.
- 14.5. The Seller is always entitled to require security from the Buyer for compliance with the (payment) obligations. The Seller is always entitled to suspend its obligations deriving from the Agreement until the security required by the Seller has been provided by the Buyer.

15. Claims

- 15.1. The Buyer is held to, immediately after having taken delivery of the Product, inspect whether the Product complies with the Agreement and, in particular, inspect it on soundness, flawlessness and completeness.
- 15.2. If the Buyer discovers during the inspection as intended in article 15.1 that the delivered Product does not correspond with the Agreement then the Buyer must report this to the Seller In Writing at the latest within eight days after having taken the delivery. If this time limit is exceeded then each and every claim of the Buyer vis-à-vis the Seller in connection with non-conformity shall expire.

16. Warranty and complaints

- 16.1. Seller warrants that the Products delivered possess the properties that the Buyer may expect under the Agreement and the manufacturer's warranty for the Product in question.
- 16.2. In case of reliance on the warranty as intended in article 16.1, the liability of the Seller shall be limited to the free replacement or repair of the relevant Product or the repayment of the price charged for the same, such at the discretion of the Seller.
- 16.3. Any and all claims for warranty expire if the Buyer is in payment default or otherwise fails to comply with its obligation(s) on account of the Agreement. Any and all claims for warranty moreover expire if the defect derives from injudicious use, insufficient maintenance, normal wear and tear and/or damage or acts or omissions of the Buyer in violation of the (product) information, (product) recommendations, (users and/or processing) rules and/or (safety) instructions made available by the Seller. Any and all claims for warranty moreover expire if the Buyer performed repairs and/or changes with regard to the Product respectively had them performed through third parties. Finally, the claims for warranty expire if the Buyer did not inform the Seller accordingly In Writing within eight (8) days after discovery of the defect.
- 16.4. A complaint with regard to a delivered Product does not affect the obligations of the Buyer on account of previous or yet to be performed deliveries and do not entitle the Buyer to suspend the payment of claims of the Seller.

17. Force majeure

- 17.1. There is question of force majeure within the meaning of Section 75 of Book 6 of the Dutch Civil Code on the part of the Seller, if the Seller is prevented from complying with its obligations pursuant to the Agreement or the relevant preparation due to circumstances that are reasonably beyond its control. Force majeure does in any case include: (i) failure of timely delivery by suppliers of the Seller, (ii) defectiveness of goods, equipment, software or materials of third parties that the Seller

uses, (iii) official measures, (iv) power failure, (v) war, (vi) lock-out, (vii) industrial action, (viii) general transport difficulties and (ix) the outbreak of a disease.

- 17.2. The Seller is not held to comply with an obligation during the period that the Seller is prevented from complying with its obligations due to force majeure. A stipulated delivery period is extended by the said period.
- 17.3. Only if the delivery period has been delayed by more than three months due to force majeure then both the Seller and the Buyer are authorised to rescind the Agreement in respect of the part that has not been implemented yet, without the Seller and the Buyer reciprocally being liable to pay compensation on any account whatsoever.

18. Intellectual property rights

- 18.1. The intellectual property rights of the Seller in respect of everything that the Seller makes available to the Buyer for the implementation of the Agreement between the Buyer and the Seller, including in any case drawings, images, calculations, designs, processes, models and domain names (which the Buyer registered for the benefit of the marketing of the Products of the Seller), remain vested in the Seller and can only be used by the Buyer for the implementation of the Agreement between the Seller and the Buyer. After expiry of the Agreement the relevant documents and information are, on demand of the Seller, returned to the Seller or destroyed.
- 18.2. If intellectual property rights arise during the implementation of the Agreement between the Seller and the Buyer then the intellectual property rights, including the copyrights, shall be vested in the Seller. To the extent that the intellectual property rights are by law vested in the Buyer, the Buyer in advance transfers the said intellectual property rights to the Seller and the Buyer shall, where required, lend its cooperation in the said transfer and the Buyer moreover lends its cooperation in irrevocable authorisation with which the Seller can do everything that is required for the intellectual property rights to be vested in the Seller. The buyer waives, to the extent that this is permitted by law, potential personality rights that remain vested in the Buyer or the Buyer commits not to exercise the said personality rights in the commercial practice.
- 18.3. If the Seller grants a user right to the Buyer then this is always on the basis of a non-exclusive and non-transferable licence, which is limited to the stipulated use. Failing a previously stipulated user period, the user right in respect of the intellectual property rights of the Seller shall in any case be limited to the term of the Agreement between the Seller and the Buyer, or the duration during which the Buyer purchases Products of the Seller. A licence of the Seller can always be terminated with immediate effect, without the Seller being liable to pay any form of compensation to the Buyer.
- 18.4. After notice, rescission or termination of a long-term commercial relationship between the Buyer and the Seller, the Buyer accomplishes, on demand of the Seller, that in the market no commercial

connectedness between the Buyer and the Seller is assumed. To this end the Buyer performs any and all necessary acts, including but not limited to:

- a) The discontinuation of the use of distinctive marks of the Seller in the market, e.g. a domain name of the Buyer;
- b) The discontinuation of the use and the transfer of a domain name, tradename or mark that contains a distinctive mark of the Seller to the Seller;
- c) The avoidance of confusing advertising messages, e.g. the use of distinctive marks that correspond with a distinctive mark of the Seller;
- d) The delivery of goods on which a distinctive mark of the Seller is shown, at the same price as for which the Buyer purchased these goods from the Seller.

18.5. Any and all information regarding the business process of the Buyer and the Seller that is not publicly accessible is qualified as confidential information. The Buyer and the Seller shall not share this kind of confidential information with third parties and they shall neither use it for the benefit of their own business operations, unless this is required for the implementation of an obligation between the Buyer and the Seller.

18.6. In case of a violation of articles 18.1, 18.2, 18.4 and 18.5 the Buyer shall, without any notice of default being required, forfeit a penalty of € 50,000.00 per violation to the Seller, without prejudice to the right of the Seller to, in addition, claim full compensation with interest and costs. A paid or payable penalty shall not be deducted from potentially payable compensation with interest and costs. In this respect the Buyer and the Seller expressly deviate from the provisions set forth in Section 92 Subsection 2 of Book 6 of the Dutch Civil Code.

19. Liability and indemnification

19.1. The Seller expressly excludes each and every liability and/or risk liability for direct damages, indirect damages, consequential damages, trading losses, lost profit, lost savings, reduced goodwill, losses due to business interruptions, mutilation or loss of data, damages to crops and any and all other forms of direct and/or indirect damages caused by the Seller, its subordinates, its hired auxiliary persons and/or its Products, unless the damages are the result of intent or intentional recklessness.

19.2. In the event that the exclusion of liability in article 19.1 does not hold then the compensation shall be limited to once the invoice amount (excluding VAT) for the activities from which the liability derives, at least in connection of which the liability arose. The compensation for the damages shall in any case be limited to the amount that is, as the occasion arises, paid pursuant to the liability insurance of the Seller, plus the amount of the excess that is at the expense of the Seller in the relevant instance pursuant to the applicable insurance agreement.

19.3. The Buyer shall, on demand, completely indemnify the Seller against any and all claims of third parties vis-à-vis the Seller in connection with a fact for which the liability is excluded in these general terms and conditions.

20. Privacy

20.1. If the Seller or the Buyer acquires personal data from the other party during the implementation of the Agreement and processes the said personal data then the parties shall process the personal data in a proper and diligent manner and they shall comply with the statutory rules that derive from the General Data Protection Regulation.

20.2. If the Seller or the Buyer is qualified as a processor within the meaning of the General Data Protection Regulation then the Seller and the Buyer agree on a Written processing agreement that complies with the provisions set forth in the General Data Protection Regulation.

20.3. The Seller and the Buyer inform each other within five (5) working days of each and every request and/or each and every complaint of the supervisory authority or the data subject with regard to the personal data that are processed during the implementation of the Agreement. The Seller and the Buyer lend each other the cooperation that is required to comply with the requests of data subjects or the supervisory authority.

20.4. The Buyer indemnifies the Seller against the administrative sanctions, remedial sanctions and punitive sanctions imposed on the Seller in the context of processing acts that the Seller performs during the implementation of the Agreement.

21. Rescission

The Agreement can be rescinded by the Seller with immediate effect by means of a Written notice to the Buyer if:

- a) the Buyer files a winding-up petition or is declared to be insolvent;
- b) the Buyer applies or acquires (provisional) suspension of payment;
- c) the debt management scheme pursuant to the Dutch Debt Management (Natural Persons) Act is declared to be applicable to the Buyer;
- d) an attachment is imposed on all or a part of the assets of the Buyer;
- e) the Buyer deceases;
- f) the Buyer is dissolved;
- g) the Buyer is placed under administration or supervision;
- h) after the conclusion of the Agreement other circumstances come to the knowledge of the Seller that give good reason to fear that the Buyer shall not comply with its obligations;

all without prejudice to the right of the Seller to claim compensation from the Buyer.

22. Transferability of rights and obligations

- 22.1. The Buyer cannot transfer claims vis-à-vis the Seller, on any account whatsoever, to a third party. These claims are expressly non-transferable. This clause has effect under property law within the meaning of Section 83 Subsection 2 of Book 3 of the Dutch Civil Code.
- 22.2. Without prior Written consent of the Seller the Buyer is not allowed to transfer any obligation pursuant to the Agreement and/or these general terms and conditions to a third party.

23. (Partial) invalidity or nullification

If a provision laid down in these general terms and conditions is invalid or nullifiable then this does not imply that these general terms and conditions are invalid or nullifiable in their entirety or that another provision of it is (partly) invalid or nullifiable. If a provision laid down in these general terms and conditions is invalid or nullifiable (and is subsequently nullified) then it is replaced by the Seller by a valid provision that best approaches the invalid or nullified provision.

24. Forfeiture of right, applicable law and choice of forum

- 24.1. To the extent that these general terms and conditions do not determine otherwise, any and all rights of claim of the Buyer vis-à-vis the Seller do, in any case, expire one year after the day that the right of claim has arisen, unless the claims in question are brought to the cognisance of the competent court within the said period.
- 24.2. Dutch law is exclusively applicable to any and all legal relationships between the Seller and the Buyer. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 24.3. Any and all disputes that may arise as a result of relationships between the Seller and the Buyer that are governed by these general terms and conditions shall exclusively be subject to the opinion of the Dutch court, more in particular the competent court of the District Court in Gelderland. For the duration of one month after the Seller has invoked the provisions of this Article 24.3, the Consumer will have the option of submitting the dispute for settlement to the legally competent court.