

## General Terms and Conditions for the execution of orders, dated 1 January 2012

of the private limited liability company Kiwa Technology B.V., having its registered office in Apeldoorn and registered with the Chamber of Commerce and Industry for the Eastern Netherlands: Trade Register Apeldoorn, 08106131.

### Article 1. Definitions

- a. Offer: the offer and/or quotation made by Kiwa Technology to Client with regard to the rendering of services by Kiwa Technology.
- b. Kiwa Technology: Kiwa Technology B.V., having its registered office in Apeldoorn.
- c. Client: the party entering into the Agreement with Kiwa Technology;
- d. Order: each and every order placed by Client (both orally and in writing) for the rendering of services by Kiwa Technology or each and every Offer accepted by Client;
- e. Agreement: each and every agreement with regard to the rendering of services by Kiwa Technology concluded between Kiwa Technology and Client, any change therein and any addition thereto, as well as any (legal) acts for the preparation and performance of the Agreement concerned;
- f. Results: the results of the services rendered by Kiwa Technology.

### Article 2. Applicability

- 2.1 Unless expressly agreed otherwise in writing, the present General Terms and Conditions shall apply to all Offers, Agreements and all other legal relationships between Kiwa Technology and Client.
- 2.2 Any changes in and/or additions to the present General Terms and Conditions or clauses which deviate from the present General Terms and Conditions shall be binding upon Kiwa Technology only if they have been explicitly agreed between the parties in writing.
- 2.3 The applicability of any general or specific terms and conditions or clauses of Client is expressly rejected by Kiwa Technology, unless expressly agreed otherwise in writing beforehand.
- 2.4 A Client in respect of whom the present General Terms and Conditions have been applicable, shall be deemed to also have agreed with the application of the present General Terms and Conditions to any later Offers made by Kiwa Technology, to any later Agreements to be concluded and concluded by Kiwa Technology with Client as well as to any other later legal relationships between Kiwa Technology and Client.
- 2.5 Should any provision of the present General Terms and Conditions not be applicable or be contrary to public order or in violation of the law in the judgment of the competent court of law, then only the relevant provision shall be considered as not having been written, but the present General Terms and Conditions shall for the remaining part remain in full force. Instead of any invalid provision, a provision shall apply which approaches the parties' intention most closely.
- 2.6 Kiwa Technology shall be authorised to make changes in the present General Terms and Conditions. The changes shall take effect at the time announced by Kiwa Technology.
- 2.7 The applicability of sections 7:404 and 7:407(2) of the Dutch Civil Code is excluded.

### Article 3. Offer, Order and formation of the Agreement

- 3.1 Unless stated otherwise, all Offers of Kiwa Technology shall be without engagement and may be revoked by Kiwa Technology at any time, even if they contain a time-limit for acceptance.
- 3.2 All Offers shall be made by Kiwa Technology to the best of its knowledge and while taking the greatest care. Kiwa Technology does not, however, guarantee that no variations will occur in this respect.
- 3.3 All pictures, drawings, measure and weight statements, calculations, information on capacities, results and/or achievements to be expected and suchlike shall not be binding upon Kiwa Technology and shall be intended only to give a general picture of the services to be rendered by Kiwa Technology.
- 3.4 If Client provides Kiwa Technology with documents, data, drawings and suchlike with his application, Kiwa Technology may be allowed to assume that these are correct and Kiwa Technology shall base its Offer thereon.
- 3.5 If Client does not accept the offer from Kiwa Technology, Kiwa Technology shall be entitled to charge Client with all costs which Kiwa Technology has had to incur in order to make the Offer.
- 3.6 An Agreement shall be formed:

- a. when Kiwa Technology receives Client's written acceptance of the Offer made by Kiwa Technology, unless Kiwa Technology revokes its Offer within two working-days from receipt of said acceptance;
- b. in cases where an Order is placed: when the written confirmation of the Order is sent by Kiwa Technology, or (if no order confirmation has been sent by Kiwa Technology) after Kiwa Technology has started with the actual execution of the Order. The written confirmation of the Order may consist of an agreement, a letter, a fax or an e-mail message.

### Article 4. Performance of the Agreement

- 4.1 Kiwa Technology shall be obliged only to perform the Agreement, which must be seen as an obligation to perform to the best of its ability (*inspanningsverbintenis*), as best it can. There will be no further obligations unless and to the extent that this has been agreed in writing.
- 4.2 The Agreement is always entered into for an indefinite period of time, unless agreed otherwise in writing.
- 4.3 If the Agreement is divisible, one or several terms and conditions of the Agreement may be declared to be applicable to any part of the Agreement by Kiwa Technology as if such a part were a separate Agreement.
- 4.4 Any time-limits stated by Kiwa Technology, including time-limits for performing the Agreement, shall be indicative and may never be considered as so-called fatal time-limits. If Kiwa Technology exceeds a time-limit, Client will therefore have to give Kiwa Technology notice of default in writing and allow Kiwa Technology a reasonable time period for complying with its obligations as yet. Client is not entitled to any compensation of damage, either direct or indirect, and of any nature whatsoever, suffered because the time-limit agreed upon or stated by Kiwa Technology has been exceeded. Nor shall Client be entitled to dissolve or terminate the Agreement if the time-limit is exceeded, unless it is exceeded in such a manner that Client cannot reasonably be required to continue with the Agreement.
- 4.5 If Kiwa Technology and Client agree that any changes in and/or additions to the Agreement will be made, new consultations will be held on the consequences of this for, among other things, the price, quality and time of completion. Changes and/or additions to the Agreement shall be binding only if these have been agreed upon between the parties in writing or if the Agreement is performed by Kiwa Technology in conformity with such changes and/or additions.
- 4.6 Any drawings, models, specifications, instructions, inspection requirements and suchlike, regardless of their form, made available by Kiwa Technology for the performance of the Agreement or prior to the conclusion of the Agreement, or approved by Kiwa Technology, shall form part of the Agreement, unless agreed otherwise in writing.
- 4.7 Client shall see to it that all data in respect of which Kiwa Technology has stated that these are necessary or in respect of which Client should in all reasonableness understand that these are necessary for the performance of the Agreement, shall be timely provided to Kiwa Technology. If the data required for the performance of the Agreement have not been timely provided to Kiwa Technology, Kiwa Technology shall be entitled not to commence with the performance of the Agreement, to suspend the performance of the Agreement and/or to charge Client for the extra expenses resulting from the delay in accordance with its usual rates.
- 4.8 Kiwa Technology shall not be liable for damage of any nature whatsoever which has arisen because Kiwa Technology started out from incorrect and/or incomplete data and/or data not timely provided by Client.
- 4.9 If it has been agreed that the Agreement is to be performed in several stages, Kiwa Technology may suspend the performance of parts belonging to the next stage until Client has approved the results of the stage preceding it in writing.
- 4.10 If the Agreement (also) relates to sample testing, Client shall be responsible for the selection, representativeness, code indications, brand and product names and for making available the samples to be tested to Kiwa Technology.
- 4.11 Any complaints about the services rendered by Kiwa Technology shall be notified to Kiwa Technology in writing immediately after any shortcoming has been found with a clear description of the complaints, failing which Kiwa Technology shall be entitled not to deal with the complaint. Client can in any case not bring any claims any more if Kiwa Technology was notified later than seven days after the time at which Client could reasonably have discovered the shortcoming. If the complaint is considered valid by Kiwa Technology, Kiwa Technology shall, without being obliged to pay any further compensation, have

the choice either to remedy the shortcoming in its services or to issue a credit note for the services rendered up to a maximum of the invoice value.

4.12 All (legal) acts and conduct performed by an officer or employee of Client within the scope of the formation, performance and alteration of an Agreement between Kiwa Technology and Client shall be deemed to have been performed on behalf of Client by an authorised officer or employee and shall bind Client. Client cannot rely vis-à-vis Kiwa Technology on the fact that there was no authority to represent or bind Client in a legally valid manner with regard to such acts or conduct.

#### Article 5. Prices and rates

5.1. The performance of the Agreement shall take place against:

- a. an amount to be determined on the basis of subsequent costing using the rates prevailing at Kiwa Technology, all this without any prior cost estimates (cost-plus basis) (*regie*); and/or
- b. a cost estimate without engagement (approximate estimate) in which the definitive amount due by Client shall be determined on the basis of subsequent costing using the rates prevailing at Kiwa Technology; and/or
- c. a fixed amount to be agreed upon in advance (contract price). Unless agreed otherwise, Kiwa Technology will charge on the basis of subsequent costing as referred to under a.

5.2 All prices shall be expressed in euros and shall, unless agreed otherwise, always be exclusive of VAT and excluding hotel and travelling expenses. Non-included costs shall be charged to Client separately.

5.3 Changes in costs of salaries may be immediately passed on in the prices and rates. In addition, the prices and rates may be adjusted once in every calendar year to changes in the other costs. If the increase in the prices and rates amounts to more than 10% per year, Client shall have the right to dissolve the Agreement. The Client shall in that case dissolve the Agreement immediately after the increase came to Client's notice.

#### Article 6. Liability

6.1 Kiwa Technology shall be liable towards Client only for any damage suffered by the latter if such damage is a direct result of an intentional act or omission (*opzet*) or gross negligence (in the sense of deliberate recklessness) on the part of directors or members of staff of Kiwa Technology. More especially, Kiwa Technology shall not be liable for indirect or consequential losses, including trading losses.

6.2 If Kiwa Technology is, nevertheless, found to be liable in cases where there has been no intentional act or omission or gross negligence as referred to in paragraph 1 of this article, such liability shall be limited to no more than the amount due to Kiwa Technology under the Agreement concerned. In the case of Agreements with a longer currency, the liability shall furthermore be restricted to the amount due in respect of the last six months of the currency of the Agreement concerned.

6.3 In derogation of paragraphs 1 and 2 of this article, the liability of Kiwa Technology shall, if its liability insurance offers coverage, be restricted to the amount that may be claimed under the liability insurance in the case concerned.

6.4 Within the scope of the limitations made in paragraphs 1 through 3 of this article, Kiwa Technology shall be liable only for the work insofar as this has been carried out by Kiwa Technology itself or under its responsibility and Kiwa Technology shall, in particular, not be responsible for any data received from third parties if it has not been explicitly stated that these data have been examined and found to be correct by Kiwa Technology.

If, however, Client or a third party acting as the supplier of Client, accepts recommendations, designs, sketches, drawings, models, specifications, etc., originating from Kiwa Technology as being sound, whether or not after its own investigation, Kiwa Technology shall no longer be liable for any damage resulting from the use of such recommendations, designs, etc.

6.5 Any liability on the part of Kiwa Technology shall lapse after a period of two years, to be counted from the day of termination of the Agreement, or any part of the Agreement to which the provisions of article 4(3) apply, unless Client as brought a legal action against Kiwa Technology within these periods.

6.6 Unless agreed otherwise, Kiwa Technology guarantees all that has been delivered by it for a period of one year from the day of delivery as far as the suitability of the design and the quality of the materials used are concerned, without prejudice to the other provisions of this article.

If the guarantee obligation undertaken by a third party from whom Kiwa Technology has obtained the goods concerned, either in full or in part, is smaller, Kiwa Technology shall be entitled to inform Client at the time of the delivery of the goods concerned that its guarantee is adjusted in proportion thereto.

6.7 Client shall hold Kiwa Technology harmless in respect of damage which has arisen in or as a direct result of the execution of the Order, against claims from third parties towards whom Kiwa Technology cannot rely on the present terms and conditions. The term 'third parties' shall in this connection also be understood to mean staff employed by Client and other persons used by Client in the performance of his work. Client shall only be obliged to hold Kiwa

Technology harmless as referred to in this paragraph, if Kiwa Technology can also rely on the exclusion or reduction of liability vis-à-vis Client.

6.8 Client shall hold Kiwa Technology harmless against all claims (for damages) brought by third parties in respect of recommendations, reports, designs, drawings, etc. originating from Kiwa Technology when Client has made these available to such third parties, either with or without the permission of Kiwa Technology.

6.9 Kiwa Technology shall not be liable towards Client for any infringement of the rights of third parties or statutory requirements applicable outside the Netherlands, unless Client has notified Kiwa Technology in writing of such rights and requirements prior to the conclusion of the Agreement.

#### Article 7. Confidentiality

7.1 Both parties are obliged to keep secret all confidential information they receive from each other or from any other source within the scope of the Agreement. Information shall be deemed to be confidential if so stated by the party providing the information or if this follows from the nature of the information.

7.2 Results obtained as a result of the performance of the Agreement shall not be accessible to third parties, during the performance of the Agreement and for a period of two years after the date of termination of the Agreement.

7.3 The duty of confidentiality as referred to in article 7(1), (2) and (5) shall not apply to data or results which:

- a. are general in nature, i.e. which do not specifically relate to the Client's own business operations and/or work;
- b. were already in the possession of Kiwa Technology;
- c. are generally known or become generally known, other than as a result of any reprehensible act or omission on the part of Kiwa Technology;
- d. Kiwa Technology has lawfully obtained from a third party or through its own investigation, without making use in any way whatsoever of data or results which are not accessible to third parties;
- e. have been termed or are termed as being non-confidential in consultation with Client;
- f. have to be disclosed by law or any regulation based thereon;
- g. are publicly accessible.

7.4 The duty of confidentiality as referred to in paragraphs 2 and 5 of this article shall not apply:

- a. if and to the extent that Kiwa Technology considers it necessary, as a result of Client's disclosure to third parties, to provide an explanation to third parties;
- b. if confidentiality is in breach of any requirements in or given by the law;
- c. if people or property threaten to be endangered.

If possible, prior consultations will be held with Client on the above.

7.5 At Client's request Kiwa Technology will keep the name of Client and the fact that the investigation has been performed secret until two years after the date of the termination of the Agreement.

7.6 If the provisions of article 12(2) are applied, any third parties involved in the performance of the Agreement may be notified of data which must be kept confidential. Kiwa Technology shall require such third parties to keep the data supplied confidential.

7.7 Client will keep confidential all business information of Kiwa Technology whose confidentiality is an established fact or should reasonably be recognised by Client. Client shall also compel the members of staff or third parties used by him to observe confidentiality.

7.8 If either party acts in breach of the provisions of the previous paragraphs of this article, such party shall be bound to compensate all damage and costs which the other party has suffered or will suffer as a result thereof.

#### Article 8 Results

8.1 Client shall, within the scope of running his own business, have the right to fully and freely use the Results as supplied to Client by Kiwa Technology.

8.2 The provision of paragraph 1 of this article shall apply on the understanding that Kiwa Technology shall at all times have the intellectual and industrial property rights in respect of the Results, save for any rights of third parties and while observing the provisions of article 11.

8.3 Kiwa Technology shall be entitled to use the Results of the Agreement, free of charge, for its business operations or for the benefit of third parties or to have such Results used, while duly observing the provisions in article 7 on confidentiality.

8.4 Kiwa Technology shall be entitled to use, free of charge, for its own business operations or for the benefit of third parties the following, amongst others:

- a. the knowledge and experience obtained through the performance of the Agreement;
- b. calculating methods, software and experimental working methods resulting from the performance of the Agreement, to the extent that their development was not directly intended with the placing of the Order.

8.5 Kiwa Technology shall keep items, including samples made available to Kiwa Technology in connection with the performance of the Agreement or remnants thereof, for a period of two weeks from the date on which all the Results were notified to Client, unless this is not reasonably possible or was agreed otherwise on the placement of the Order. Any costs attaching hereto shall be deemed to have been included in the amount stated in the Offer. If no arrangement has been made within this period by Client for sending back such items, Kiwa Technology may destroy such items or take any other measures with regard to said items as it may see fit. Any costs attaching hereto as well as the costs involved in keeping them for more than two weeks shall be for Client's account.

#### **Article 9. Ownership, disclosure and use of documents**

9.1 All reports, recommendations, designs, sketches, drawings, models and suchlike used in the Offer and/or for the performance of the Agreement and/or included in the recommendation or Results are and shall continue to be the property of Kiwa Technology.

9.2 Without the prior written consent of Kiwa Technology, Client shall not be entitled to do the following with regard to documents of Kiwa Technology, such as reports, recommendations, designs, sketches, drawings, models and such like:

- a. to disclose them or make them available to third parties for inspection;
- b. to use them, or to have them used, for the purpose of bringing claims, conducting litigation or bringing in new customers;
- c. to use the name of Kiwa Technology in any connection when disclosing any part(s) of any document issued by Kiwa Technology or for the purposes referred to under b.

9.3 The provisions of paragraphs 2 a. and 2c. of this article shall not apply to approval and inspection reports. Such reports may be disclosed, provided they are disclosed in their entirety without any addition or omission.

Any deviations from the terms and conditions or publication in a language other than the Dutch language shall require the prior consent of Kiwa Technology

9.4 Client shall at all times be obliged to render every co-operation to Kiwa Technology in order to provide an explanation or comments, also vis-à-vis third parties, if:

- a. Client has disclosed Results in a manner that results, or may result, in a wrong representation of things, misunderstandings and such like;
- b. Client refers to the standards and requirements used by Kiwa Technology, such as inspection requirements;
- c. Client does something in the spirit as referred to in this article in any other manner.

#### **Article 10. Patents**

Kiwa Technology shall not be obliged to make an investigation into the patent rights of third parties, nor shall Kiwa Technology be obliged to make an investigation into the possibility of patentability.

#### **Article 11. Inventions and patents**

11.1 Only Kiwa Technology shall be entitled to apply for a patent in its name and for its account for any results, such as a patentable product or a patentable working method.

11.2 A patent application by Client in derogation from article 11.1 shall be permitted only after the prior written consent of Kiwa Technology. In that case Client shall provide Kiwa Technology, free of charge, with a licence to use the invention for itself and for third parties. Client shall also reimburse Kiwa Technology for the amount the latter may be obliged to pay to the inventor by law or pursuant to any terms and conditions of employment.

11.3 Kiwa Technology and Client will notify each other as soon as possible of any results which in their view are patentable.

11.4 Kiwa Technology and Client shall render each other all the co-operation that may be required when filing patent applications in accordance with the provisions of this article in return for a reasonable reimbursement of the costs.

#### **Article 12. Performance by third parties.**

11.1 If this should be desirable within the framework of the proper or timely performance of the Agreement in the opinion of Kiwa Technology, Kiwa Technology shall be entitled to have the Agreement performed by one or more third parties or by members of staff employed by one or more third parties.

11.2 All the provisions on the exclusion or limitation of the liability of Kiwa Technology and on Client's indemnification for claims by third parties are also stipulated for the benefit of all such third parties, their corporate bodies and members of staff.

#### **Article 13. Force majeure**

13.1 The term 'force majeure' on the part of Kiwa Technology shall be understood to mean: all circumstances which prevent the performance of the Agreement and which cannot be attributed to Kiwa Technology, regardless of whether such circumstances were foreseeable at the time the Agreement was

concluded. While the force majeure lasts, the obligations of Kiwa Technology shall be suspended.

13.2 The circumstances referred to in article 13.1 shall include the following, amongst others: war conditions, fire and other destructions, business interruptions, strikes, government measures, a general shortage of goods or services required to achieve the agreed performance and non-foreseeable stagnation at third parties on whom Kiwa Technology depends for the performance of the Agreement.

13.3 Kiwa Technology shall also be entitled to rely on force majeure if the circumstance that prevents the (further) performance starts after Kiwa Technology should have complied with its obligations.

13.4 If the period during which Kiwa Technology cannot comply with its obligations due to force majeure lasts longer than one month, both parties shall be entitled to dissolve the Agreement, without being obliged to compensate the damage.

13.5 If Kiwa Technology had already partly met its obligations or can only partly meet its obligations when the force majeure starts, it shall be entitled to separately invoice the already performed part or the performable part and Client shall be obliged to pay this invoice as if it concerned a separate Order. However, this shall not apply if the part already performed or the performable part has no independent value.

#### **Article 14. Payment, reservation of ownership, costs of collection**

14.1 Payment shall be made in euros without any deduction or set-off within 30 days from the invoice date, unless agreed otherwise in writing. Any objections to the invoice, which must also be made within the above-mentioned period, shall not suspend Client's payment obligation.

14.2 If Client fails to pay within the stipulated period, Client shall be in default by operation of law (therefore without any demand for payment or notice of default being required). From the time the default sets in, Client shall owe interest on the amount due equalling the statutory (trade) interest plus 2%.

14.3 If Kiwa Technology takes collection measures against a Client who is in default, the costs involved in such collection - with a minimum of 15% of the outstanding amounts - shall be borne by such Client.

14.4 A Client who is in default shall also be obliged to reimburse Kiwa Technology for the extrajudicial costs involved in the collection. The extrajudicial costs are fixed at a minimum of 15% of the unpaid part of the invoice amounts (including VAT), with a minimum of € 50.00.

14.5 If Kiwa Technology has brought its claim in legal proceedings, including arbitration or binding-opinion proceedings (*bindend advies*), Client shall be obliged to reimburse Kiwa Technology for the costs actually involved in such proceedings. These costs shall include the fees and costs of lawyers, attorneys-of-record (*procureurs*) and attorneys (*procesgemachtigden*) and the fees due to the arbitrators or parties issuing the binding opinion as well as the court registry fees, even if such fees and costs should exceed any order to pay the costs of the proceedings awarded under section 237 of the Dutch Code of Civil Procedure.

14.6 In the absence of the timely payment of any invoice, payment may immediately be claimed of all outstanding invoices, including invoices whose payment period has not yet expired.

14.7 Kiwa Technology can at any time send interim invoices and/or require advance payments and/or require that Client provides collateral which, at the discretion of Kiwa Technology, is adequate.

14.8 Any payments made by Client shall always firstly be applied to settle all interest and costs that may be due and secondly to settle the longest outstanding invoices that are due and payable, even if Client states that his payment relates to any later invoice.

14.9 As far as payments and set-offs are concerned, the books and records of Kiwa Technology shall away be binding.

14.10 Client shall not be entitled to suspend any payment obligation to Kiwa Technology.

14.11 All items delivered and to be delivered shall remain the property of Kiwa Technology until all claims that Kiwa Technology has obtained or will obtain against Client, which shall in any case include the claims within the meaning of section 3:92(2) of the Dutch Civil Code, have been fully paid. Kiwa Technology shall be entitled to take back any items which have remained its property if Client fails to comply with any obligation under the Agreement concluded with Kiwa Technology, without prejudice to the right of Kiwa Technology to claim the dissolution or performance of the Agreement. Client shall be obliged to enable Kiwa Technology to take back such items. In derogation of the provisions of article 19.2 of these General Terms and Conditions, the property-law consequences of the reservation of ownership shall be governed by the country on whose territory such items are situated at the time of delivery, unless it concerns items intended to be exported. In the case of items intended to be exported, the property-law consequences of this reservation of ownership shall be governed by the law of the country of the items' destination, if the reservation of ownership does not cease to be effective under that law, until the price has been fully paid.

#### **Article 15. Termination of Agreement**

15.1 The date of the final invoice of Kiwa Technology shall be considered to be the date of the termination of the Agreement.

15.2 If the provisions of article 4.3 apply, the date of the relevant invoice by Kiwa Technology shall be considered to be the date of the termination of the relevant part of the Agreement.

15.3 In the absence of an invoice Kiwa Technology shall determine the date on which the Agreement may reasonably be considered to have terminated.

#### **Article 16. Termination, interruption or prolongation of the Order**

16.1 Client shall reimburse Kiwa Technology for all costs and damage resulting from Client's termination or interruption of the Agreement, without prejudice to the right of Kiwa Technology to initiate legal proceedings.

16.2 Kiwa Technology shall in any case be entitled, if an interruption by Client lasts for more than six months, to dissolve the Agreement without owing any compensation to Client. The starting date of the interruption shall be the date of the letter from Client or Kiwa Technology in which notice is given of the interruption, or, in the absence thereof, the date of the letter from which the interruption appears.

16.3 In the event of a delay in or prolongation of the work involved in the Agreement, Kiwa Technology may charge extra costs if Kiwa Technology cannot be blamed for such delay or prolongation.

#### **Article 17. Dissolution**

17.1 Without prejudice to the provisions of the previous articles, Client shall be considered to be in default by operation of law if he does not, not properly or not timely comply with any of his obligations under the Agreement, if he is declared bankrupt, granted a moratorium of payment or goes into liquidation, or if he is placed under administration or tutelage. Kiwa Technology shall in that case be entitled, without any notice of default or court intervention being required, to suspend the performance of the Agreement with immediate effect or to dissolve the Agreement in full or in part, at the option of Kiwa Technology, without being obliged to pay any compensation, but without prejudice to its right to receive compensation for the damage resulting from Client's default and the suspension or dissolution.

In such cases any claims which Kiwa Technology may have against Client will become due and payable immediately, and in a lump sum.

17.2 The provisions of paragraph 1 of this article shall not apply to the right of dissolution, if the default, considering its special nature or minor importance, does not justify the dissolution with all its consequences.

#### **Article 18. Miscellaneous**

18.1 In the event of work in connection with the Order on Client's site and/or to Client's installations, Client shall, at the request of Kiwa Technology, make available any facilities that may be required for that purpose, such as staff and instruments, to Kiwa Technology free of charge.

18.2 If Client and/or his staff stay in buildings and/or on sites of Kiwa Technology, they will adhere to the (company) rules applicable there and follow the instructions given by or on behalf of Kiwa Technology.

18.3 Client shall not be authorized to assign the rights and obligations under the Agreement or any agreements resulting therefrom to third parties either in full or in part.

#### **Article 19. Disputes, applicable law**

19.1 In derogation of the statutory rules on the competence of civil courts, each and every dispute between Client and Kiwa Technology shall be settled by the District Court of Zutphen. However, Kiwa Technology shall continue to be authorised to submit a dispute to the court that is competent according to the law or any applicable international treaty.

19.2 Each and every agreement concluded with Kiwa Technology shall be solely governed by Dutch law, with the exclusion of the provisions of international treaties, including the Vienna Convention on contracts for the international sale of goods, to the extent that these do not maintain any provisions with mandatory force.

#### **Article 20. Translations**

In the event of any discrepancies between the present General Terms and Conditions and translations thereof, the Dutch text shall prevail.

#### **Article 21. Entry into force**

These General Terms and Conditions shall enter into force on 1 January 2012.