

**TECH-WOOD/NEDERLAND B.V.'S
GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT** General Provisions

Article 1 Definition of Terms

1. Tech-Wood: the private company with limited liability Tech-Wood Nederland BV, with its registered office in Rijssen and/or its subsidiary(ies) in the sense of Section 24, 2nd Part of the Dutch Civil Code.
2. Contracting Party: the (other) party to which Tech-Wood has made an offer, issued a tender, accepted an order and/or with which an agreement has been concluded.
3. Parties: the Contracting Party and Tech-Wood jointly.
4. Products: all the products delivered and/or developed by Tech-Wood.
5. Know-how: all the materials developed or made available pursuant to the agreement such as analyses, samples, designs and reports, as well as the preparatory materials thereof.
6. Principal sum: the amount of the price agreed for the agreement concerned (excluding Dutch VAT). If the agreement is a long-term contract, with a duration exceeding one (1) year, the principal sum will be determined at the total of the reimbursements agreed for one year (excluding VAT).
7. DCC: Dutch Civil Code.
8. Assistants: the persons mentioned in Section 76, 6th Part of the DCC.
9. Indirect damage: the loss of profits and/or income, incurring (production)loss, the costs of or related to stagnation or delay, penalties, (missing out on) discounts and/or payments from third parties, all this in the broadest possible sense.
10. Working Days: Monday up to and including Friday, except national holidays.
11. Office Hours: working days from 8:00 to 17:00.

Article 2 Applicability

1. These general terms and conditions apply to all offers made by Tech-Wood, issued tenders, accepted orders and concluded agreements, also including: giving advice, providing services and carrying out inspection activities.
2. The general terms and conditions of the Contracting Party (howsoever named) never apply.
3. Stipulations deviating from these general terms and conditions only apply if and insofar as Tech-Wood has accepted such deviations in writing.

Article 3 Offer/Tender

1. Unless the Tech-Wood offer/tender provides the contrary, this offer/tender shall be entirely without engagement and the quality standards, models, measurements, colours, weight statements and suchlike of the offer/tender only apply approximately.
2. All the data in Tech-Wood documentation, printed materials and brochures, such as prices and specifications are without engagement and subject to change.

Article 4 Prices, Security and Trade Credit Insurance

1. All the prices, rates and amounts stated by Tech-Wood are excluding VAT (BTW) and also excluding packaging, transport and/or delivery costs.
2. If, after the agreement has been concluded, but in the course of its (complete) execution, one or more price-determining factors, such as the price of raw materials and materials, exchange rates, levies and/or taxes increases, Tech-Wood has the right to adjust the price accordingly, unless agreed otherwise in writing.
3. Tech-Wood has at all times, before carrying out the agreement or proceeding with the execution of the agreement, the right to demand security which it deems satisfactory – for instance a deposit or a bank guarantee – for the fulfilment of the (payment) obligations of the Contracting Party, also if this means that terms and/or delivery times will be exceeded. The Contracting Party's refusal to provide the demanded security shall give Tech-Wood the right to dissolve the agreement by issuing a written statement, without prejudice to Tech-Wood's entitlement to compensation for all the direct and/or indirect damage it incurs as a consequence of this.
4. If and as soon as the Contracting Party exceeds the credit limit set by Tech-Wood's credit insurer, and/or if the cover provided by such insurer has lapsed due to the ageing of the Contracting Parties outstanding items, Tech-Wood has the right to dissolve the agreement by issuing a written statement, without prejudice to Tech-Wood's right to claim compensation for all the direct and/or indirect damage it incurs as a consequence of this.
5. Dissolution on the grounds of the stipulations of this article does not discharge the Contracting Party from its obligation to pay for the activities carried out and/or goods delivered up to the date of the dissolution.

Article 5 Data, Designs and Drawings

1. The drawings, calculations, descriptions, models, moulds, tools, software, equipment and other materials made, provided or used solely in the context of the execution of the agreement by and/or by order of Tech-Wood, shall remain its property, also if the Contracting Party pays a reimbursement for the development and/or purchase thereof.
2. All the information included in the documents mentioned in Paragraph 1, or which is used as the basis for the manufacture and construction methods, products and suchlike, remains the exclusive property of Tech-Wood, irrespective of whether or not the costs thereof have been charged to the Contracting Party's account or not. The aforementioned information shall be returned to Tech-Wood upon its first request.
3. The Contracting Party guarantees that the information mentioned in this article shall, other than for the purpose of executing the agreement, only be reproduced, shown to third parties, disclosed and/or used with Tech-Wood's written permission.

Article 6 Agreement, Order Confirmation, Trade-in and Several Liability

1. Agreements, however named, shall only be concluded after written acceptance by Tech-Wood.
2. The Contracting Party is obliged to check the order confirmation/agreement immediately after its receipt. If the Contracting Party establishes any defects – in the broadest possible sense – these will be reported in detail and in writing to Tech-Wood within four (4) working days. Any violation of this inspection and/or report duty results in the cancellation of any right to claims with regard to the correctness of the order confirmation/agreement.
3. Verbal promises by and agreements with Tech-Wood's employees will not bind Tech-Wood, except after and insofar as they have been accepted by Tech-Wood in the manner stipulated above.
4. The Contracting Party cannot transfer its rights and obligations arising from any agreement to any third parties without Tech-Wood's prior written permission.
5. If the agreement is entered into with at least two (2) Contracting Parties, they will be severally liable for the complete fulfilment thereof.

Article 7 Term

1. If the agreement applies to the periodic or otherwise regular delivery of products, its shall be entered into for the term agreed between the Parties, in the absence whereof a term of one (1) year shall apply. Without prejudice to the stipulations of Article 23, the Contracting Party does not have the right to prematurely terminate this agreement.
2. Unless either Party gives notice to terminate the agreement mentioned in Paragraph 1 by the end of the contract term with due observance of a notice period of three (3) months, such agreement shall be tacitly renewed for the original term, however each time for a maximum period of one (1) year.
3. Notice in the sense of this article shall be given by registered letter with return receipt.

Article 8 Amendments to the Agreement, Additional Work

1. All the costs of amendments of (parts of) the agreement proposed by the Contracting Party and accepted in writing by Tech-Wood are charged by Tech-Wood to the Contracting Party's account and are payable by the Contracting Party. Tech-Wood is not obliged to honour a request to amend the agreement and/or to accept additional work; Tech-Wood can demand that a separate agreement will be concluded.
2. The Contracting Party accepts that the amendments mentioned in Paragraph 1 can affect the agreed or expected delivery time – in the broadest possible sense of the word – and the mutual responsibilities of the parties.

Article 9 Cooperation and Licences of the Contracting Party, Obligation to Disclose

1. The Contracting Party always provides Tech-Wood with the information required for the proper execution of the agreement in a timely manner and provides all other necessary cooperation. All the information to be provided by the Contracting Party and/or data to be processed by Tech-Wood shall be prepared and delivered by the Contracting Party in compliance with the terms, conditions and specifications determined by Tech-Wood.
2. The Contracting Party guarantees that all the materials, data, procedures and instructions made available to Tech-Wood for the execution of the agreement are correct and complete. If it has been agreed that the Contracting Party will make available programs, software, materials or data on information carriers, such information carriers shall meet the necessary specifications for carrying out the activities.
3. The Contracting Party guarantees that she / it has at her disposal (in a timely manner) or is the owner of all the required licences and/or permits for all the materials, data, programs and/or software made available to Tech-Wood.
4. The Contracting Party shall inform Tech-Wood forthwith and in writing of any modifications of its legal form and of any changes in its management, and/or the control of its business.

Article 10 Packaging, Shipment Delivery and (Internal) Transport

1. Tech-Wood decides on the method of packaging and shipment. If the Contracting Party demands a special packaging and/or shipping method, the related additional costs shall be for its own account.
2. All (return)shipment(s) and all the (internal) transport shall be for the Contracting Party's risk and account.
3. Tech-Wood standard practice entails not taking back packaging. The Contracting Party handles the packaging in a manner compliant with the relevant (government) regulations.

Article 11 Delivery Time

1. The delivery times stated by Tech-Wood are estimates and do not constitute deadlines in the sense of Section 83 of the 6th Part of the DCC.
2. The delivery time shall only commence as soon as Tech-Wood has received all the materials, data and documents which are to be provided by the Contracting Party.
3. The Contracting Party is obliged to take delivery within the agreed term, in default of which it forfeits to Tech-Wood a penalty in the amount of ten percent (10%) of the principal sum, with a minimum of EUR 250 without prejudice to Tech-Wood's other rights including its right to claim full damages and/or fulfillment of the agreement.
4. If no purchase term has been agreed, Tech-Wood shall be authorised to impose the penalty mentioned in Paragraph 3 if and as soon as the products have not been taken delivery by the Contracting Party within fourteen (14) days after Tech-Wood has made a request thereto.

Article 12 Delivery and Transfer of Risk

1. The delivery shall be deemed to have taken place at the point in time at which the products are ready for shipment at Tech-Wood's premises and the Contracting Party has been notified to that effect. If it has been agreed that Tech-Wood is to assemble the products on-site, the delivery time ends at the point in time at which the products are offered for delivery on-site.
2. The risk of the delivered goods is always transferred to the Contracting Party at the delivery time mentioned in Paragraph 1.
3. If Tech-Wood demands fulfillment in the situation mentioned in Article 11, Paragraphs 3 and 4, the goods are deemed to have been purchased by the Contracting Party, after which they are stored by Tech-Wood at the Contracting Party's risk. Tech-Wood will charge all costs related to such storage to the Contracting Party's account and these costs are payable by Contracting Party.
4. Tech-Wood has at all times the right to execute and invoice the agreement in parts in such a way that Tech-Wood delivers and invoices goods to the extent that they are ready.

Article 13 Title Retention

1. The ownership of that which is delivered by Tech-Wood to the Contracting Party is only transferred to the Contracting Party when anything which is owed the Contracting Party to Tech-Wood, pursuant to whichever agreement of whatever name and including interest and costs, has been fully paid to Tech-Wood.
2. The Contracting Party is held not to (further) deliver, alienate, encumber, vest any limited right in or otherwise dispose of as yet unpaid goods contrary to the title retention.
3. If the Contracting Party fails to fulfil any obligation arising from the agreement, is in default by operation of law. In such an instance Tech-Wood has the right – without prejudice to the stipulations of Article 25 – to take back anything in which its title retention is vested without any further notice of default being required, also if this requires disassembly. The Contracting Party shall enable Tech-Wood thereto and authorises Tech-Wood to enter the places where the delivered goods are located.
4. The costs related to the exercise of its title retention will be charged by Tech-Wood to the Contracting Party's account and are payable by the Contracting Party.

Article 14 Contracting Party's Duty to Inspect and Lodge Complaints

1. The Contracting Party is obliged to inspect that which has been delivered immediately upon receipt. The Contracting Party inspects both the quantity and the quality of that which has been delivered. If the Contracting Party establishes any defects – in the broadest possible sense of the word during this inspection/check it shall immediately report them in detail and in writing to Tech-Wood, but within five (5) working days after receipt at the latest.
2. The Contracting Party is obliged to sign the consignment note offered by or on behalf of Tech-Wood upon receipt. The Contracting Party states all the immediately visible damage, also in or on the packaging, on the consignment note.
3. The Contracting Party always enables Tech-Wood to inspect the expressed complaints.
4. Any violation of the inspection, report and/or cooperation duties mentioned in Paragraphs 1, 2 and 3 results in the cancellation of any right to any claims.

Article 15 Payment

1. The Contracting Party pays each invoice sent by Tech-Wood within fourteen (14) days after the invoice date, without any withholdings or discount. The Contracting Party's right to set off any possible claims it has on Tech-Wood is explicitly excluded.
 2. Payment of invoices sent by Tech-Wood are to be made to Tech-Wood into the bank account indicated by Tech-Wood. Payment, of whatever name, to Tech-Wood's employees is not allowed, does not have any discharging effect on Tech-Wood and can never constitute the discharge of debts or the setting off of debt.
 3. The Contracting Party reports complaints concerning invoices in detail and in writing within eight (8) days after the invoice date to Tech-Wood.
- After such term, the complaints shall no longer be dealt with and the Contracting Party has lost its right to submit a claim. Complaints do not discharge the Contracting Party from its obligation to pay.
1. Tech-Wood has the right to suspend the execution of the agreement(s), if the Contracting Party fails to fulfil any obligation to pay arising from any agreement(s), also if this means that terms – including delivery times – are exceeded, without Tech-Wood being under any obligation to pay any damages to the Contracting Party.
 2. In the event that the Contracting Party fails to pay in a timely manner or fails to fully pay that which it owes, it is in default by operation of law as of the due date of the invoice concerned and owes for the outstanding gross debt or invoice amount interest in the amount of one percent (1%) per calendar month, whereby part of a month shall constitute a full month.
 3. Tech-Wood's entire claim, resulting from whatever cause, including the part that has not been received or charged on an invoice, shall be immediately payable in full:
 - If the Contracting Party fails to pay the payable amounts in a timely manner;
 - If the Contracting Party is declared bankrupt, applies for or is granted suspension of payments, is declared to be subject to the Debt Rescheduling Act (WVNP) or if the application thereof has been requested;
 - If the Contracting Party loses its legal form and/or is dissolved, respectively liquidated;
 - If and as soon as any attachment is made under Tech-Wood of the Contracting Party.
 4. Any costs ensuing from or related to the (extra) judicial collection of the claim are for the Contracting Party's account. These extra-judicial costs amount to fifteen percent (15%) of the (gross) amount to be claimed, with a minimum of EUR 100 per claim to be collected.

Article 16 Mounting Instructions

1. Tech-Wood products are delivered with mounting instructions drawn up by Tech-Wood. The Contracting Party is obliged to process the products in compliance with these mounting instructions.
2. If the Contracting Party resells products, the Contracting Party undertakes to obligate its other party(ies) to comply with the mounting instructions mentioned in Paragraph 1. The Contracting Party agrees to provide its customers with a copy of the mounting instructions.
3. Without prejudice to the stipulations of the first sentence of Paragraph 1, Tech-Wood shall make the mounting instructions (if necessary) available at the Contracting Party's first request or that of (one of its) other party(ies) without charge. Furthermore, the mounting instructions are available via the website (www.tech-wood.com).

Article 17 Guarantee

- Without prejudice to the limitations mentioned in Paragraphs 3, 4, 5 and 6, Tech-Wood guarantees for a period of ten (10) years the soundness and durability (decay, wear, breach and delamination) of the product it delivered and the quality of the materials used for insofar as these products/materials show defects which were not noticeable during the inspection under Article 14.
- The guarantee includes, without prejudice to the other paragraphs of this article, the delivery of products to replace any defective product, insofar as the Contracting Party proves the defects to be the result of the use of unsound material, faulty finishing or unsound construction on the part of Tech-Wood.
- A precondition for the (validity of the) guarantee provided by Tech-Wood is that the Contracting Party provides Tech-Wood with detailed information in writing of the defect within eight (8) days after establishing a defect. The guarantee shall furthermore only apply if the Contracting Party has fulfilled all its obligations towards Tech-Wood (both financial and otherwise and pursuant to whichever agreement) and/or has provided satisfactory security for this. The alleged failure to fulfil guarantee obligations by Tech-Wood does not discharge the Contracting Party of its obligations pursuant to the agreement.
- The Contracting Party enables Tech-Wood at all times to repair a possible defect.
- In the event of unsound delivery or repair, Tech-Wood, has the right to decide, after the unsound product has been returned to credit the Contracting Party proportionately to the write-off, to repair the unsound product or to proceed to deliver an alternative (replacement) product. The (remaining) guarantee period of the product repaired or replaced by Tech-Wood applies to the repaired and/or the replacement product. The products replaced by Tech-Wood are its property and have to be returned to Tech-Wood by the Contracting Party at Tech-Wood's request.
- The Contracting Party is not entitled to any guarantee (stipulation), if defects and/or faults are partly or wholly the consequence of incorrect, careless or injudicious use – such as for instance mounting that deviates from the mounting instructions provided by Tech-Wood – from external causes such as for instance, lightning or fire, or if the Contracting Party modifies the delivered products or orders them to be modified without Tech-Wood's prior permission.
- Activities as a consequence of the inspection or repair, related to or arising from injudicious use of the products are not included in Tech-Wood's obligations, are not covered by the guarantee and will be charged separately to the Contracting Party's account against the rates in force at Tech-Wood at the time when such activities are carried out.
- Tech-Wood will charge activities and costs of repair outside the context of this guarantee against the rates in force at Tech-Wood at the time when such activities are carried out.

Article 18 Return Consignments

- The Contracting Party returns delivered products in the condition in which they were received by the Contracting Party and only in consultation with and after written permission from Tech-Wood. Each return consignment takes place stating reasons. The Contracting Party will at all times be able to submit proof of the return consignment.
- Receipt of return consignments will not in any case imply that Tech-Wood acknowledges the reason stated by the Contracting Party for the return consignment. The risk of returned products is vested in the Contracting Party until the Contracting Party has been accredited for this by Tech-Wood.
- Tech-Wood has the right to credit the Contracting Party's account with any amount ensuing from return consignments whilst deducting fifteen percent (15%) of the price of the returned products, with a minimum amount of EUR 25 per return consignment.
- If the Contracting Party fails to observe (any of the) conditions mentioned in this article, Tech-Wood has the right to refuse the return consignment and/or to ship it back for the Contracting Party's account.

Article 19 Intellectual Property Rights

- All the intellectual property rights to know-how are solely vested in Tech-Wood or its licensor(s). The Contracting Party only obtains the user rights and authorisations that are allocated by way of these general terms and conditions and that fall within the limits defined by the licence concerned.
- Contracting Party is aware that the know-how made available by Tech-Wood contains confidential information and company secrets of Tech-Wood or its licensor(s). Without prejudice to the stipulations of Article 26, the Contracting Party undertakes all possible action to keep this know-how secret, not to disclose it to any third parties, or let it be used by third parties and only to use it for the purpose for which it has been made available to the Contracting party. In this context, the term third parties includes all the persons working in the Contracting Party's organisation who do not necessarily have to use the know-how.
- The Contracting Party is not allowed to remove or modify any intellectual property mark – in the broadest possible sense of the word – from the know-how, including indications of the confidential nature and secrecy of the know-how.
- If the Contracting Party is confronted with any notifications or legal action based on the allegation that know-how developed by Tech-Wood itself infringes upon a valid intellectual property right of a third party, the Contracting Party undertakes action to inform Tech-Wood forthwith in detail and in writing of the existence and contents of the notification or legal action, in default of which any liability of Tech-Wood in the matter concerned is cancelled. It is at Tech-Wood's sole discretion to decide whether it will take care of the proceedings of the case itself, including the concluding of any settlements and/or if this will be left to the Contracting Party. In the latter case, Tech-Wood shall, where possible, support the Contracting Party in its defence against the notification or legal action.
- If Tech-Wood decides to take care of the notification or legal action itself, the Contracting Party makes available to Tech-Wood the necessary powers of attorney and information and the Contracting Party will cooperate in full cooperation, so that Tech-Wood can defend itself, if necessary in the Contracting Party's name, against these notification(s) or legal action(s).
- If it is determined irrevocably by law that the know-how developed by Tech-Wood itself infringes upon any intellectual property right belonging to any third party or if, in Tech-Wood's opinion there is a serious chance that such an infringement will occur, Tech-Wood will take back that which has been delivered and shall credit the acquisition costs and deduct a reasonable usage reimbursement, or Tech-Wood shall ensure that the Contracting Party will be able to continue that which has been delivered, or a functionally equal other product, without interruption, all this to be decided by Tech-Wood.
- The indemnity mentioned in Paragraph 4 is cancelled if and insofar as the infringement concerned is related to modifications made by the Contracting Party to the know-how or insofar as the Contracting Party has instructed third parties to make these.
- Any liability or indemnity duty of Tech-Wood that deviates from the previous paragraphs due to a violation of intellectual property rights of third parties is excluded. This includes liability and/or indemnity duties of Tech-Wood for infringements caused by the use of the products in a form in which they have not been delivered by Tech-Wood, in connection with products not delivered or provided by Tech-Wood or in another method than the method for which the products have been developed or are intended.

Article 20 Liability and Indemnity of the Contracting Party

- If the Contracting Party fails to fulfil one or more of its obligations arising from the law, the agreement and/or these general terms and conditions towards Tech-Wood, or fails to fulfil them in a timely manner or fails to fulfil them completely, the Contracting Party is at all times under obligation to compensate Tech-Wood for any (indirect) damage incurred by Tech-Wood as a consequence, without any further notice of default being required. This stipulation does not affect Tech-Wood's right to institute other claims against the Contracting Party (for instance fulfillment) and/or to take other legal measures (for instance dissolution).
- The Contracting Party is liable towards Tech-Wood for all direct and/or indirect damage inflicted on (employees of) Tech-Wood or to any third parties, property of (employees of) Tech-Wood or of any third parties, which direct and/or indirect damage has been caused by (employees of) the Contracting Party, third parties engaged by the Contracting Party and/or materials used by it or related to it, and/or which direct and/or indirect damage is the consequence of, and/or is related to an unsafe situation in the Contracting Party's organisation.
- The Contracting Party guarantees that no rights of any third parties are detrimental to the making available to Tech-Wood of equipment, software or materials for the purpose of manufacturing Tech-Wood products. The Contracting Party indemnifies Tech-Wood against any action based on the allegation that this making available, usage or treatment infringes on any rights of any third parties.
- The Contracting Party indemnifies Tech-Wood against any claims from any third parties due to non-compliance of the Contracting Party with:
 - (Government) regulations with regard to the packaging mentioned in Article 10;
 - Environmental regulations for the use of the products;
 - The applicable export provisions;
 - Its obligation to provide mounting instructions to its buyers.
- The Contracting Party indemnifies Tech-Wood against any and all claims of third parties to compensation for direct and/or indirect damage, costs and/or loss for which Tech-Wood does not accept any liability on the grounds of these general terms and conditions.

Article 21 Tech-Wood's Liability

- Tech-Wood shall only be liable for direct (personal and/or material) damage incurred by the

Contracting Party, which direct (personal and/or material) damage is the direct and exclusive consequence of a shortcoming attributable to Tech-Wood, on the understanding that only direct (personal and/or material) damage shall be eligible for compensation for which Tech-Wood is insured, and/or which reasonably should have been insured as is common in the sector.

Furthermore, the following limitations apply in this context:

- Indirect damage, caused by any reason, is never eligible for compensation;
 - Direct and/or indirect damage caused by gross negligence or intention of assistants is never eligible for compensation;
 - The damage to be compensated by Tech-Wood will be moderated if the principal sum is minor in relation to the amount of damage incurred by the Contracting Party;
 - The direct (personal and/or material) damage to be compensated by Tech-Wood never exceeds the amount of the principal sum of the delivery concerned.
2. A precondition for any right to damages is always that the Contracting Party, after the damage has been incurred, reports this to Tech-Wood as soon as reasonably possible, and at any rate within eight (8) days after the damage has come about, in detail and in writing and that the Contracting Party undertakes that action which can be reasonably demanded of it in order to limit the damage.

Article 22 Tech-Wood's Force Majeure and Right to Suspend Performance

- Force majeure on the part of Tech-Wood suspends its obligations arising from the agreement for as long as the situation of force majeure continues. This force majeure does not suspend the Contracting Party's obligations.
- Under the term force majeure has been understood each circumstance beyond Tech-Wood's control that temporarily or permanently prevents the fulfilment of the agreement and which neither pursuant to the law, nor according to standards of reasonableness and fairness ought to be for Tech-Wood's risk, as well as, insofar not already included: hindrances caused by measures, laws or decisions of competent international or national (government) agencies, lack of raw materials, strikes, plant occupations, blockades, embargos, war, civil commotion and similar conditions, power failure, faults in (tele)communication lines, fire, explosion, water damage, flooding, lightning and other natural disasters and calamities, as well as substantial sickness of an epidemiological nature of staff.
- As soon as a situation of force majeure occurs at Tech-Wood, it shall report this to the Contracting Party, unless this cannot reasonably be demanded of it considering the circumstances.
- If Tech-Wood has already fulfilled parts of its obligations when the situation of force majeure commences, Tech-Wood has the right to invoice this part / those parts that has/have already been carried out separately. The Contracting Party is obliged to pay such invoice as if it concerned a separate agreement.
- If it is established that the situation of force majeure at Tech-Wood will last three (3) months, either party has the right to terminate the agreement prematurely without observing any notice period. Notice in the sense of this article shall be given by registered letter with return receipt.
- Tech-Wood does not accept any liability for and is therefore not under any obligation to reimburse any direct and/or indirect damage, costs and/or loss incurred by the Contracting Party and/or third parties, which direct and/or indirect damage has been caused by or is in any way related to the situation of force majeure on the part of Tech-Wood.

Article 23 Tech-Wood's Right to Suspend Performance

If Tech-Wood carries out activities in the Contracting Party's organisation pursuant to the agreement, it has, at all times, the right to suspend such activities – also if this causes any terms to be exceeded – during the time when (working) conditions occur at the site which, in Tech-Wood's opinion, entail risks with regard to its employees/assistants' safety or health.

Article 24 Dissolution of the Agreement

- The Contracting Party is held to be in default by operation of law if it:
 - Violates any obligation arising from the agreement and/or these general terms and conditions;
 - Is declared bankrupt, applies for or is granted suspension of payments, is declared subject to the Debt Rescheduling Act (WVNP) or if the application thereof has been requested, transfers the management and/or the control of its business, loses its legal form and/or is dissolved, respectively liquidated.
- In the situation mentioned in Paragraph 1, Tech-Wood has the right to unilaterally dissolve the agreement partly or in its entirety without any notice of default or judicial intervention, without Tech-Wood being under any obligation to pay any damages and without prejudice to Tech-Wood's other rights, including the right to full compensation of all its direct and/or indirect damage. Dissolution of the agreement in the sense of this article takes place by registered letter with return receipt.
- If the Contracting Party, at the time of the dissolution mentioned in this article, has already received performance(s) for the execution of the agreement, these performances and the related obligation(s) to pay will not be part of the dissolution. Amounts that Tech-Wood has invoiced before the dissolution in relation to that which it has already carried out and/or delivered for the execution of the agreement, remain fully payable with due observance of the stipulations of the previous full sentence, and become immediately payable at the time of the dissolution.

Article 25 Right of Retention

When Tech-Wood holds matters of the Contracting Party under its control, it has the right to continue to hold such matters under its control until the Contracting Party has fulfilled all its obligations towards Tech-Wood (both financial and otherwise and pursuant to whichever agreement) and/or has provided sufficient security for them.

Article 26 Confidentiality

The Parties mutually guarantee that all the confidential information exchanged when the agreement is entered into and in the course of the term of the agreement remains secret. Information is at any rate considered to be confidential if it has been earmarked as such by either Party.

Article 27 Export

If the products are exported by the Contracting Party, it is responsible for compliance with the relevant export provisions.

Article 28 Interpretation

If one or more of the stipulations of this agreement or of these general terms and conditions appear to be or no longer legally valid, the other stipulations of this agreement and these general terms and conditions remain in force. The stipulation(s) which is/are not or no longer legally valid are replaced by stipulations that are as similar as possible to the intention of the stipulations to be replaced.

Article 29 Applicable Law and Disputes

- These general terms and conditions and all offers/tenders, orders and agreements to which they apply, are governed by Dutch law. The Vienna Sales Convention does not apply between the Parties.
- Any disputes arising from the offer/tender, the order and/or the agreement or a further agreement to which these general terms and conditions apply, shall exclusively be settled by the competent court of the location of Tech-Wood's registered office, unless Tech-Wood chooses to bring such dispute before the competent court in the place where the Contracting Party has its registered office. A choice for the competent court in this place can be made by Tech-Wood at any moment, also after the Contracting Party has started legal proceedings before the court in the place where Tech-Wood has its registered office, in which case this court will no longer be competent.