

GENERAL TERMS AND CONDITIONS

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1. Definitions

In these general terms and conditions, the following terms have the meanings given:

1.1 General Terms and Conditions: The most recent version of these General Terms and Conditions.

1.2 Consumer: Any natural person who enters into an Agreement with Zeliox other than in the course of a profession or business. Unless otherwise stated in these General Terms and Conditions, a Buyer is also understood to be a consumer.

1.3 User: A legal or natural person who uses the Products but has not purchased them directly from Zeliox.

1.4 Trade Agreement: An Agreement concluded between Zeliox and a Buyer who is not a Consumer.

1.5 Buyer: A legal or natural person who gives Zeliox an assignment to deliver Products.

1.6 Agreement: All agreements concluded between Zeliox and the Buyer.

1.7 Parties: Zeliox and the Buyer.

1.8 Products: Zeliox products, including the 'Zeliox', 'Zeliox Compact' and 'Zeliox Plus' as well as all other and related products that are marketed under the 'Zeliox' brand name.

1.9 Zeliox: The Private Company Zeliox Sales B.V., having its registered office at Spaarpot 13 in (5667 KV) Geldrop, the Netherlands, and registered with the Chamber of Commerce under number 66865646.

2. Applicability

2.1 These terms and conditions apply to any offer and any agreement or legal relationship between Zeliox and a Buyer (or potential Buyer) to the extent that the Parties have not

explicitly departed from these terms and conditions in writing and with the express exclusion of any general purchase or other conditions of the Buyer.

2.2 These terms and conditions also apply to all agreements with Zeliox the performance of which requires the involvement of third parties.

2.3 Where these terms and conditions refer to "written" or "in writing", this also includes electronic communications.

2.4 If any provision of these terms and conditions is voided or appears to be void or otherwise unenforceable, the part of that provision that is legally valid will remain in force. The voided, void or unenforceable part will be replaced by a provision that reflects the intentions of that original provision to the maximum extent permitted by law.

2.5 If Zeliox does not (or not immediately) exercise its rights under the Agreement and/or the General Terms and Conditions, this does not affect its right and possibility to do so in the future for reasons of its own.

2.6 Any changes to and derogations from the Agreement and the General Terms and Conditions must be expressly agreed by the Parties in writing and in advance. If any changes are submitted in another manner, the Buyer will bear the risk for the implementation of the change.

2.7 Zeliox reserves the right to amend the text of the General Terms and Conditions and will inform the Buyer of such amendments.

2.8 If the Products have been purchased or acquired by a User and when these General Terms and Conditions have been declared applicable, the articles in these General Terms and Conditions (insofar as relevant) will apply to the User. Where these General Terms and Conditions refer to a Buyer, this can be read as a User in this case.

3. Offers

3.1 All offers from Zeliox are without obligation and are considered to be invitations. Prices as stated on the website are subject to typing errors. Offers are based on delivery under normal conditions during normal working hours.

3.2 If an offer without obligation is accepted by the Buyer, Zeliox will at all times have the right to withdraw the offer within 10 days of acceptance, without giving any reason. A Buyer who is a Consumer will be subject to the different regime of Article 18 (Consumer's Right of Withdrawal).

3.3 All images, drawings, data on weights, dimensions, colours, etc. included in the webshop are approximations only and cannot give rise to compensation and/or dissolution. Furthermore, Zeliox reserves the right to make changes to its Products, depicted and described on its website and in its catalogue, brochures and other promotional materials.

3.4 In the case of a combined quotation, Zeliox will not be under any obligation to deliver part of the goods included in the offer at a corresponding part of the price specified. Nor will Zeliox' offer automatically apply to repeat orders.

3.5 When several customers are party to an agreement, they will all be jointly and severally liable for the performance of the obligations towards Zeliox.

4. Agreement

4.1 An Agreement is formed after the Parties have signed the Agreement, or the Buyer has agreed to an offer from Zeliox and Zeliox has confirmed this in writing or by any other indication of acceptance.

4.2 Acceptance of an offer by the Buyer will be irrevocable.

4.3 By entering into the Agreement, the Buyer guarantees that it is sufficiently creditworthy in order to fulfil its obligations. Within this frame-

work, Zeliox will be authorised to obtain information from third parties about the Buyer's creditworthiness and, if the Buyer appears to be insufficiently creditworthy, to attach consequences thereto, which may include: advance payment or different payment methods, to which the Buyer will agree in advance.

4.4 Zeliox will be authorised to engage third parties in order to perform the Agreement.

5. Data

5.1 The Buyer guarantees the accuracy, up-to-dateness, completeness and reliability of the data and information provided by or on behalf of the Buyer to Zeliox.

5.2 The Buyer will provide Zeliox with all information about the purpose for which the Products will be used, about the load to which those Products will be exposed, about the processing method and furthermore with all information and other data the Buyer can reasonably understand to be necessary for the performance of the Agreement.

5.3 If any data necessary for the performance of the Agreement are not made available to Zeliox (or are not made available to it in time or in accordance with the agreements), Zeliox will be entitled to charge the costs incurred as a result and to suspend the performance of the Agreement.

6. Designs and samples

6.1 If Zeliox has shown or supplied a design or sample, it will do so by way of indication only. The Products to be delivered may differ from the design, samples or demo and no rights can be derived from this.

7. Information

7.1 The information and advice given on the website and in other communications of Zeliox will be based on the use and/or processing of the Products in accordance with general craftsmanship and under normal circumstances, depending on the circumstances of the case.

7.2 The information and advice given by Zeliox are general and indicative in nature and do not bind Zeliox.

8. Delivery period

8.1 Unless agreed otherwise, delivery is effected ex factory/works in Geldrop.

8.2 The delivery period specified by Zeliox will always be approximate, except where explicitly agreed otherwise in writing. Zeliox will respect the delivery period as much as possible, yet no final deadline applies within the meaning of Article 83(a) of Book 6 of the Dutch Civil Code.

8.3 If the delivery time is exceeded, this will not result in any default or liability on the part of Zeliox. Zeliox will immediately notify the Buyer of any delay in delivery and will inform the Buyer of the new delivery time.

8.4 The delivery period will commence at the following times, whichever is the latest:

- a) the day of formation of the Agreement;
- b) the day Zeliox receives the information necessary for the performance of the Agreement (documents, data, authorisations and suchlike);
- c) the day Zeliox receives any advance payment to be made by the Buyer under the Agreement.

8.5 If the period within which delivery is to be effected is expressed in days, a day will be understood to be a working day, not being a day of rest (Saturday or Sunday) or a public holiday.

9. Standard delivery

9.1. The time at which the Products are made available to the Buyer ex factory/works is considered to be the time of delivery and the time when the risk with respect to the Products passes from Zeliox to the Buyer. This will apply in full if the Buyer refuses or fails to take delivery of the Products.

9.2 If the Buyer has not taken delivery of the Products after the delivery period has expired, the Products will be stored for the Buyer at the Buyer's risk and expense. Zeliox will make the Products available to the Buyer only after additional costs of transport and storage have been paid by the Buyer. If the Products have not been collected by the Buyer 30 days after the original delivery, Zeliox will have the right to dissolve the Agreement, to resell the Products or to destroy them at the Buyer's expense. The Buyer will be unable to bring any action against Zeliox in this respect.

9.3 A consignment note, delivery note or similar document provided upon delivery of the Products will serve as proof of delivery of the Products mentioned therein.

9.4 Zeliox is permitted to deliver Products that are part of the Agreement in consignments (partial deliveries). This does not apply if a partial delivery has no independent value. If the goods are delivered in consignments, Zeliox will be authorised to draw up a separate invoice for each consignment.

9.5 If Zeliox has provided or arranged for the provision of pallets, packing cases, crates, containers, etc. for packaging and transport (whether or not against payment of a deposit), the Buyer must, unless the packaging is non-returnable, return these pallets etc. to the address stated by Zeliox, failing which the Buyer will be liable to pay compensation to Zeliox.

10. Delivery

10.1 Delivery to an address to be specified by the Buyer in derogation of the preceding article will be effected only if the Parties have agreed in advance on the additional costs involved and the conditions applicable.

10.2 The costs of delivery will be stated separately by Zeliix at the time of conclusion of the Agreement. If this is not possible, Zeliix will provide the Buyer with information that will allow the Buyer to calculate the shipping costs.

10.3 The manner of packaging, transport, shipment and suchlike will, if the Buyer has not given Zeliix any further instructions, be determined by Zeliix, without, however, Zeliix accepting any liability in this respect, other than its legal obligation to pay compensation.

10.4 In the case of delivery by Zeliix or a carrier designated by it, the risk of the Products will pass to the Buyer at the time of delivery. This will also apply if delivery is unsuccessful.

10.5 In the case of delivery by a carrier designated by the Buyer, the risk of the Products will already pass to the Buyer as soon as Zeliix hands over the Products to this designated carrier.

11. Prices

11.1 The prices and quotations of Zeliix are guiding, subject to any price changes. Prices as stated on the website are subject to typing errors or price changes (that have not yet been implemented).

11.2 The prices charged by Zeliix are (in principle):

a) based on the purchase prices, wages, wage costs, social insurance and government charges, freight charges, insurance premiums and other costs at the time of the offer or the formation of the Agreement;

b) based on delivery Ex factory/works from Zeliix;

c) exclusive of VAT;

d) in euros (any exchange rate movements will be passed on).

11.3 If, after the formation of the Agreement, but before the full or partial performance of the Agreement, there are any increases in cost determinants of Zeliix, including changes in material and raw material prices, transport prices, exchange rates and currencies, Zeliix will be entitled to increase the price due by a proportional percentage.

11.4 If an Agreement is concluded with a Buyer who is a Consumer, Zeliix will inform the Buyer immediately of any price increases, as described in the preceding paragraph, which are implemented by Zeliix within three months of the formation of the Agreement, the Buyer who is a Consumer being granted the right to dissolve the Agreement.

11.5 The Buyer cannot derive any rights from discounts given by Zeliix in the past.

12. Payment

12.1 Unless expressly agreed otherwise and in writing, payment must be made in advance, but no later than 30 days of the invoice date, in a manner to be indicated by Zeliix and in the currency in which the invoice was made.

12.2 Any payments made by the Buyer will always first be applied to settle all costs and interest payable and then to settle the longest outstanding invoices that are due and payable, even if the Buyer states that the payment relates to a later invoice.

12.3 Zeliix will always have the right to (as yet) demand advance payment or security for payment from the Buyer, with which demand the Buyer must comply immediately.

12.4 If a Buyer who is not a Consumer and who acts under a Trade Agreement fails to make payment within the set period, this Buyer will automatically be in default and will have to pay Zeliix

interest equal to the statutory commercial interest as provided for in Article 119a of Book 6 of the Dutch Civil Code and all extrajudicial costs of collection of the claim, which extrajudicial costs are set at at least 15% of the amount due, including interest, with a minimum of € 250.00.

12.5 If a Buyer who is not a Consumer and who acts under a Trade Agreement fails to meet its payment obligations because it is unwilling or unable to pay, Zeliiox will be entitled to suspend the deliveries or dissolve the Agreement, without prejudice to its right to claim full compensation. Unlike Zeliiox, a Buyer who is not a Consumer and who acts under a Trade Agreement has no right of set-off. If a claim is disputed, a Buyer who is not a Consumer and who acts under a Trade Agreement will not be authorised to suspend its payment obligations towards Zeliiox.

12.6 If a Buyer who is a Consumer fails to make payment within the period set and this Buyer remains in default of payment of the amount due to Zeliiox within the period set, Zeliiox will send the Buyer who is a Consumer a Written notice of default, stating:

- a) a period of 14 days within which the Buyer can pay the debt, and;
- b) the amount to be charged as compensation for the extrajudicial costs if the Buyer fails to make payment within the aforesaid period.

12.7 If no payment is made within the 14-day period as referred to in the preceding paragraph, the Buyer who is a Consumer will be in default and Zeliiox will be entitled to compensation for extrajudicial costs in accordance with the Extrajudicial Collection Costs Scale, with a minimum amount of € 40.00. From that moment onwards, Zeliiox will also be entitled to compensation for statutory interest pursuant to Article 119 of Book 6 of the Dutch Civil Code.

12.8 All outstanding claims that Zeliiox has against the Buyer will be immediately due and payable if the Buyer is in default and in the event of: liquidation, bankruptcy or an application for bankruptcy, the Buyer's admission to statutory debt restructuring pursuant to the Debt Restruc-

turing (Natural Persons) Act, if the Buyer is put under guardianship, if the Buyer's assets are attached or if the Buyer is granted a provisional or definitive moratorium.

13. Suspension / dissolution

The provisions included in this article will apply only if Zeliiox signs a contract with a Buyer who is not a Consumer, and the relationship between the Parties is governed by a Trading Agreement.

13.2 Zeliiox is entitled to dissolve or suspend all or part of the Agreement in writing with immediate effect, without a notice of default and without judicial intervention and without being obliged to pay any compensation, and without prejudice to Zeliiox' right to demand performance instead of a dissolution or suspension and without prejudice to its right to compensation, if:

- a) the Buyer fails to perform its obligations;
- b) after the conclusion of the Agreement, Zeliiox becomes aware of circumstances that give good grounds to fear that the Buyer cannot perform the obligations under the Agreement;
- c) the Buyer applies for a moratorium or is granted a moratorium;
- d) the Buyer's bankruptcy has been applied for or the Buyer has been declared bankrupt;
- e) the Buyer applies to be admitted to the Debt Restructuring (Natural Persons) Act (WSNP), or the Buyer is admitted to the WSNP;
- f) a substantial part of the Buyer's capital is seized.

13.3 If Zeliiox dissolves or suspends the Agreement pursuant to this article, any claim that Zeliiox has against the Buyer will be immediately due and payable.

14. Retention of title

14.1 All Products delivered by Zeliex remain the property of Zeliex until the Buyer has met all obligations under the Agreement.

14.2 The Buyer is not authorised to sell, pledge or otherwise encumber the Products covered by the retention of title.

14.3 In the event that third parties attach the items delivered subject to retention of title or wish to create or assert any rights thereon, the Buyer will be required to notify Zeliex as soon as may reasonably be expected.

14.4 The Buyer must store the Products delivered subject to retention of title with due care and as identifiable property of Zeliex.

14.5 As long as the Buyer retains any Products to which Zeliex can exercise its retention of title, the Buyer will be obliged to surrender the Products to Zeliex at the first request of Zeliex and without any judicial intervention being required. Zeliex and its employees will then be entitled to enter the premises of the Buyer in order to gain actual possession of the delivered Products at the Buyer's expense.

14.6 The Buyer undertakes to insure the interests of Zeliex in connection with the retention of title. The Buyer undertakes to compensate for this interest in the event of a calamity and to assign its claim against its insurers to Zeliex at the latter's first request. At Zeliex' first request, the Buyer will provide the details of the insurance company/companies concerned and the insurance conditions.

14.7 In dealings with Zeliex, the Buyer will have no right of retention to the Products delivered by Zeliex.

15. Warranty and complaints

15.1 Zeliex warrants that the Products delivered by it are in a sound condition and in accordance with the Buyer's reasonable expectations under

the Agreement, for the following period and subject to the following conditions.

15.2 Zeliex offers the Buyer a maximum warranty period of 1 year after the moment of delivery, unless the Parties have agreed otherwise in writing.

15.3 The warranty period will not be extended by work carried out under the warranty and/or replacement deliveries under the warranty.

15.4 The Buyer will only be entitled to warranty offered by Zeliex if the Buyer has met all its payment obligations towards Zeliex.

15.5 The Buyer is obliged to check the conformity of Zeliex products immediately upon delivery.

15.6 Any of the Buyer's complaints about the failure of the Products delivered by Zeliex to comply with the Agreement and any resulting claims under the warranty will be handled by Zeliex only if and insofar as these complaints are submitted in writing to Zeliex within a reasonable period of time, specifying the nature of the defect. For a Buyer who is not a Consumer and who acts under a Trading Agreement, 48 hours after delivery will be considered a reasonable period of time. For a Buyer who is a Consumer, a maximum period of 2 months after the Buyer has discovered or should reasonably have discovered the defect is considered to be a reasonable period of time. If a complaint is not submitted in time, any claim against Zeliex will lapse.

15.7 Any complaints with respect to the quantity of Products delivered and damage caused during transport are to be recorded in the consignment note and/or delivery note immediately, failing which the quantities stated in the consignment note and/or delivery note will constitute conclusive evidence against the Buyer.

15.8 Any complaints with respect to quantities, volumes and/or product types incorrectly ordered by the Buyer will not be accepted by Zeliex.

15.9 Complaints will not be handled any further if:

- a) there are just minor deviations in quality, quantity, material, dimensions, colour and other deviations and these deviations are deemed admissible in the sector;
- b) there is a discrepancy between the Product and an image in the catalogue, brochures and other promotional material of Zeliox;
- c) a defect arises from a drawing, sketch, design, specification, material or information provided or made available by the Buyer;
- d) the Buyer has repaired or modified the Product itself or allowed a third party to repair or modify the Product;
- e) the Product delivered has been exposed to abnormal conditions, in the broadest sense of the word, or has otherwise been handled and maintained improperly or in violation of the instructions given by Zeliox;
- f) the Products have not been used in accordance with the documentation, directions, manuals, instructions for use, etc. issued by Zeliox.

15.10 Upon receipt of a claim under the warranty, Zeliox will enter into discussions with the Buyer as soon as possible, after which the Buyer will allow Zeliox to inspect (or have a third party inspect) the Products if desired and Zeliox will give a definite answer regarding the applicability of the warranty in the case in question. The Buyer will be required to keep the Products to which a complaint relates at the disposal of Zeliox, at the risk of forfeiting all rights to performance, repair, dissolution and/or compensation.

15.11 If Zeliox concludes that no claim can be made under the warranty, it will inform the Buyer of this as soon as possible. The costs of the inspection referred to in the preceding paragraph may then be passed on to the Buyer.

15.12 If a complaint proves to be founded, Zeliox will, in principle, repair or replace the Products within a reasonable period of time. Only if repair or replacement is not possible or cannot be required of Zeliox will the Buyer be authorised

to:

- a) dissolve the Agreement, unless the deviation is a minor deviation and therefore does not justify a dissolution with all the associated consequences; or
- b) reduce the price in proportion to the extent to which the Products differ from the Agreement.

15.13 A Buyer who makes a claim under the warranty will not be allowed to remedy the defect on its own initiative and/or have the defect remedied by a party of its choice. If the Buyer does decide to have the defect remedied by a party of its choice, the Buyer's warranty will lapse immediately.

15.14 Any complaints about the prices charged and other complaints about invoices must be submitted to Zeliox in writing within a reasonable period of no more than 8 days after the invoice date, along with a description of the nature of the complaint. Any late complaints about the prices charged and invoices will not be accepted.

15.15 A successful claim under the warranty will never result in any right other than a right of repair, replacement or crediting as referred to in preceding paragraphs. Such claim under the warranty will not result in any liability on the part of Zeliox for and/or its obligation to compensate for direct or indirect damage or loss suffered, unless in case of intent or deliberate recklessness on the part of Zeliox.

15.16 Any defects relating to a part of the Products delivered will not give the Buyer any right to reject or refuse the entire batch of Products delivered.

15.17 After having discovered a defect in a Product, the Buyer will be obliged to make every possible effort to prevent or limit damage, expressly including any immediate cessation of use and processing.

15.18 No warranty will be given in respect of advice given by Zeliox and inspections and simi-

lar operations carried out by Zeliiox.

16. Right of withdrawal

The provisions contained in this article will apply only if Zeliiox enters into a contract with a Buyer who is a Consumer, and the relationship between the Parties is not governed by a Trade Agreement but by an Agreement within the meaning of the General Terms and Conditions, which can be regarded as a distance contract within the meaning of Article 230g of Book 6 of the Dutch Civil Code.

16.2 The items coming from Zeliiox must conform to the Agreement and must be sound. The Buyer is entitled to this.

16.3 In principle, the Buyer may dissolve the Agreement, without giving any reason, during a reflection period of 14 days and may exercise its right of withdrawal. This reflection period starts on:

- a) the day after the day of receipt of the Products by the Buyer (or a third party designated by the Buyer, not being the carrier); or
- b) the day on which the Buyer (or a third party designated by the Buyer, not being the carrier) received the last Product, if the Buyer has placed an order containing several Products that are delivered separately; or
- c) the day on which the Buyer (or a third party designated by the Buyer, not being the carrier) received the last consignment or part if the Products are delivered in different consignments or parts.

The right of withdrawal may already be exercised before delivery has been effected.

16.4 The right of withdrawal will expressly not apply if Zeliiox has created Products in accordance with the Buyer's specifications, which are not prefabricated and which are manufactured based on the Buyer's individual choice or decision (custom-made) and if the created Product is clearly personal in nature, or if the nature of the

created Product is such that it cannot be returned.

16.5 During the reflection period, the Buyer will be obliged to handle the Products and everything that was delivered with them with due care. The Buyer must be able to assess the nature, characteristics and functioning of the Products, which means that packaging and suchlike may be removed. The Buyer will be liable for any decrease in value of the Products if the Buyer has handled the Products during the reflection period to an extent more than necessary to establish the nature, characteristics and functioning of the Products.

16.6 If the Buyer wants to exercise the right of withdrawal, the Buyer will be obliged to notify Zeliiox of this within 14 days of receipt of the Products.

16.7 Zeliiox will immediately confirm the notification as referred to in the preceding paragraph to the Buyer.

16.8 If the Buyer exercises the right of withdrawal, the Buyer must return this Product and everything that has been delivered with it to Zeliiox within 14 days at the Buyer's own expense, in its original condition and packaging as far as possible, or the Buyer must demonstrate that the Product has been returned in accordance with Zeliiox' reasonable and clear instructions.

16.9 Within 14 days of receipt the Buyer's notification, Zeliiox will, if the Buyer had already paid the purchase price of the Product, refund the purchase price (excluding delivery costs, unless the Buyer had not explicitly opted for delivery instead of delivery Ex factory) by the same means of payment as previously used by the Buyer, subject to the Buyer's express permission to do so in another way.

16.10 If the Buyer does not exercise the right of withdrawal within the reflection period, the Agreement will become final.

17. Cancellation and indemnification

17.1 The Buyer is not allowed to cancel an Assignment that has been given. Should the Buyer nevertheless cancel all or part of an Assignment that has been given, the Buyer will be obliged to compensate Zeliiox for all costs reasonably incurred in carrying out this Assignment, the work performed by Zeliiox and the profit lost by Zeliiox, to be increased by VAT.

18. Liability

18.1 In the event of a breach of contract on the part of Zeliiox, its liability will be limited to the amount of the net invoice value (excluding VAT) of the relevant Agreement or, if partial deliveries have been agreed upon, the net invoice value (excluding VAT) of the partial delivery to which the event giving rise to the damage or loss relates. Zeliiox' liability will in any case be limited to the cover provided by its insurance policy.

18.2 Zeliiox will not be liable for indirect damage or loss, expressly including but not limited to: trading loss, loss of profit, consequential loss, loss due to business interruption, immaterial damage, financial loss and personal injury, including all possible claims of third parties, in the broadest sense.

18.3 In no event will Zeliiox be liable for deterioration of Products as a result of improper storage, processing, use or maintenance by the Buyer or a third party.

18.4 The Buyer will be obliged to indemnify Zeliiox against all possible claims of third parties, including customers, in respect of alleged damage or loss, for whatever reason, caused by or in connection with the Agreement, Products delivered.

19. Intellectual property and confidentiality

19.1 All information, in the broadest sense, including but not limited to corporate information aimed at specific characteristics of the business

or company of Zeliiox (work process, procedure and pricing), which Zeliiox provides to the Buyer within the framework of negotiations or the Agreement will be strictly personal and confidential.

19.2 All intellectual property rights relating to Zeliiox Products, but also other items, designs, working methods, models, images, drawings, photographs, prototypes, printed matter, files and suchlike, are vested exclusively in Zeliiox, irrespective of the share of the Buyer (or of third parties engaged by Buyer) in the creation thereof.

19.3 The exercise of the aforementioned intellectual property rights - publication, transfer, reproduction - is explicitly and exclusively reserved for Zeliiox during and after the performance of the Agreement.

20. Force majeure

20.1 Zeliiox will not be liable for delays or breaches of the Agreement if these delays or breaches are the result of force majeure and therefore cannot be attributed to Zeliiox.

20.2 Zeliiox undertakes to inform the Buyer of a situation of force majeure as soon as possible.

20.3 A non-attributable breach on the part of Zeliiox is understood to be any circumstance beyond the control of Zeliiox - even if it was already foreseeable at the time of conclusion of the Agreement - which makes it permanently or temporarily impossible to perform the Agreement, which will in any case include, but will not be limited to:

a) damage caused by natural disasters, epidemics and/or severe weather conditions (storm damage);

b) war, risk of war and/or any other form of armed conflict including terrorism or threat of terrorism in the Netherlands and/or other countries, which hinders the supply of goods or raw materials;

c) strikes, forced business closure, riots and any other form of disruption and/or hindrance caused by third parties, which hinders the supply of goods or raw materials;

d) loss of or damage to Products during transport;

e) illness of one or more employees who are difficult to replace;

f) legislative or administrative measures which are taken by the government and which hinder supplies, including import and export bans;

g) prohibition or restriction of supply to Zeliix imposed by organisations, institutions, groups or contractual forms of cooperation, with which Zeliix is affiliated or of which it is a member;

h) defect in and/or breakdown of means of transport, production equipment or power supply;

i) fire or accidents in the company of Zeliix;

j) non-delivery or late delivery to Zeliix by suppliers;

k) stagnation in the supply of goods, raw materials and/or energy.

20.4 During the situation of force majeure, Zeliix will be entitled to suspend its obligations.

20.5 If a situation of force majeure of a temporary (more than 3 months) or permanent nature prevents Zeliix from performing the Agreement (or performing the Agreement any further), it will be entitled to dissolve the Agreement without judicial intervention and without being obliged to pay any compensation.

20.6. If Zeliix has already met part of its obligations in the event of force majeure, the Buyer will have to pay Zeliix the price due for this part.

21. Technical requirements

21.1 If the items to be delivered in the Netherlands will be used outside the Netherlands, Zeliix will not be responsible for the items to be delivered meeting the technical requirements, standards and/or regulations set by local laws or stipulations of the country where the items will be used. This will not apply if, at the time of conclusion of the Agreement, Zeliix has confirmed that the items are suitable for use in the relevant country.

21.2 All other technical requirements which the Buyer sets on the items to be delivered and which differ from normal requirements must be expressly stated by the Buyer at the time of conclusion of the Agreement.

22. Applicable law and competent court

22.1 Dutch law is the only applicable law. The UN Convention on Contracts for the International Sales of Goods is expressly excluded.

22.2 Any and all disputes arising in connection with this agreement, including disputes on the existence and validity thereof, will be submitted exclusively to the District Court of Oost-Brabant.