

General Terms and Conditions of:

Bos Homogenisers B.V.
18 Oscar Romerolaan
1216 TK Hilversum

Submitted tot the Chamber of Commerce at Gooiland,
Eemland and Flevoland under registration number:

1. Applicability, definitions

1. These terms and conditions apply to all offers and all agreements of sale/purchase as well as to all contracts for carrying out work for Bos Homogenisers B.V., established in Hilversum, hereinafter referred to as "Bos".
2. The Buyer and/or the Principal shall hereinafter be referred to as, the "other party".
3. "In writing" in these terms and conditions shall mean: by letter, by email, by fax or by any other comparable means of communication in terms of the current state of technological progress and according to what is generally accepted.
4. "Goods" in these terms and conditions shall mean: both goods delivered from stock by Bos and goods manufactured to order, unless a provision expressly states that this provision only applies to the latter goods.
5. Expert opinions, calculations, drawings, reports, designs, and suchlike, to be produced by Bos and/or provided by the other party shall hereinafter be referred to as, "the documents". These documents can be both written, and recorded on other data carriers, such as CD-ROMs, DVDs, USB sticks, etc.
6. The possible inapplicability of (part of) a provision of these General Terms and Conditions does not affect the applicability of the remaining provisions.
7. These General Terms and Conditions shall also apply to repeat orders or partial orders and/or future assignments or partial assignments arising from the Agreement.
8. If Bos has already handed over these General Terms and Conditions to the other party several times, this may be regarded as constituting a permanent business relationship. In this way, Bos does not have to hand over the General Terms and Conditions each time again in order for them to apply to subsequent agreements.

2. Conclusion of agreements

1. The agreement is concluded once the other party has accepted the offer made by Bos, even if this acceptance deviates on minor points from the offer. If, however, the acceptance of the other party substantially differs from the offer, the agreement will only become effective if Bos has expressly agreed in writing with these deviations.
2. If the other party offers an assignment or places an order without first submitting an offer to Bos, Bos shall only be bound by this assignment or order after it has confirmed it in writing to the other party.
3. Changes to an already provided assignment or order must be made in writing and be accompanied by a clear description of the changes. Bos shall only bound by the above amendments and additions or changes to the General Terms and Conditions and/or the agreement, after it has confirmed these in writing to the other party.
4. Bos shall only be bound by oral agreements after it has confirmed these to the other party in writing or once Bos – without objection by the other party – has commenced performance of the agreements.

3. Offers and quotations

1. All offers and quotations of Bos are without obligation, unless they have a deadline for acceptance. If an offer or quotation contains a non-binding offer and this offer is accepted by the other party, then Bos is entitled to revoke the acceptance no later than two business days after receipt of the acceptance.
2. In the case of a composite quotation, Bos is not obliged to deliver a part of the goods offered in the quotation for a proportionate part of the offer price.
3. If the offer is based on information provided by the other party and such information turns out to be inaccurate or incomplete, or subsequently changes, Bos is entitled to modify the prices, rates and/or lead times listed in the offer.
4. Offers, quotations, prices and rates shall not apply automatically to repeat orders or new orders.
5. Displayed and/or provided models, estimates of dimensions, weights, features and other descriptions in brochures, promotional materials and/or on the website of Bos are as accurate as possible, but are given by way of an indication only. The other party may derive no rights whatsoever herefrom.
6. The models mentioned in the preceding paragraph shall remain the property of Bos and returned to Bos at their first request at the expense of the other party.

7. Forest has the right to charge the other party for the costs associated with the offer or quotation, if they have notified the other party of these costs in advance in writing.
8. If the other party does not accept an offer or quotation, they must return all of the documents provided with this offer or quotation to Bos at the first request of Bos. By failing to return the documents in a timely manner, the other party forfeits a fine of € 500.00 per day that he is too late with returning.

4. Fees, prices, rates

1. Unless the parties have agreed on a fixed price or a fixed fee for the work, Bos shall calculate its fee based on the number of hours spent using the agreed hourly rate or the usual hourly rate of Bos.
2. The hourly rates shall apply for normal working days, i.e.: Monday to Friday (with the exception of recognised public holidays) between 08.00 and 18.00 hours.
3. If at the request of the other party, for rush orders, the work must be accelerated or if the work should take place outside normal working days, Bos is entitled to charge a surcharge over the agreed hourly rate.
4. Should a dispute arise between the parties on the number of ordered and/or invoiced hours, the time registration of Bos is binding.
5. Bos is entitled to increase an agreed fixed fee if, during the performance of the agreement it turns out that the agreed or expected workload was not correctly estimated by the parties at the conclusion of the agreement, this incorrect estimate is not due to an attributable shortcoming of Bos and it cannot reasonably be expected to perform the work at the agreed fee.
6. The prices specified in the price lists are excluding VAT and any other possible taxes and costs, such as transportation costs, shipping costs, travel and accommodation expenses, costs associated with international payments, import duties and other local government levies and declarations of hired third parties.
7. If, between the date of the conclusion of the agreement and its implementation for Bos,
(cost) price increasing circumstances occur as a result of laws and regulations, currency fluctuations, price changes with the third parties or suppliers hired by Bos, or changes in the prices of the necessary materials, parts, etc., Bos is entitled to increase the agreed price accordingly and to charge this to the other party.

5. Third party engagement

If a proper performance of the agreement requires this, Bos is entitled to have certain supplies and/or work performed by third parties. The foregoing is at the discretion of Bos.

6. Obligations of the other party

1. The other party shall ensure that:
 - a. it provides Bos with all of the information necessary for the performance of the agreement in a timely manner, in the manner desired by Bos;
 - b. any data carriers, electronic files, etc., provided by the other party to Bos are free of viruses and/or defects;
 - c. if (part of) the assignment must be performed on the premises of the other party, Bos must be able to access this location on the agreed dates and times and this site meets the applicable (safety) requirements;
 - d. Bos should have access to connections for electricity, gas and water at the aforementioned site. Any costs associated with this shall be borne by the other party. Lost working hours due to water, gas or power outages shall also be borne by the other party;
 - e. at the location where (part of) the assignment should be performed, any other provisions that Bos may reasonably expect – such as, in particular, internal transport and lifting equipment required for carrying out the work – are present, at no additional expense to Bos.
2. The other party shall ensure that the information they have provided is correct and complete and shall indemnify Bos for third party claims arising from any incorrect and/or incomplete data.
3. If the requirements of this article are not met in a timely manner, Bos is entitled to suspend the performance of the agreement until the other party has met their obligations. Costs associated with the delays incurred and/or costs of undertaking additional work and/or other consequences arising therefrom are at the expense and risk the other party.
4. If the other party fails to fulfil its obligations and Bos fails to require fulfilment of the other party, this does not affect the right of Bos to require fulfilment at a later date.

7. Confidential information

1. The parties undertake to keep confidential all information obtained in the context of the conclusion and implementation of the agreement from and/or about the other party and which the other party has indicated as being confidential information and/or which they know or may reasonably expect must be handled confidentially. Parties shall only supply this information to third parties insofar as this is necessary for the implementation of the agreement.
2. Each party shall take all reasonable precautions to keep the confidential information confidential and shall guarantee that its employees or other persons under its responsibility in the implementation of the agreement shall also honour this obligation.
3. The confidentiality obligation shall not apply if a party is obliged to make the confidential information public as a result of legislation and/ or regulation or a court ruling and is unable to invoke a privilege of non-disclosure permitted by a law or a court. This exception also applies to employees or other persons as referred to in section 2 of this article.
4. Bos is at any time allowed to publish about the agreed work and/or supplied goods and the methods and procedures used and/or developed, provided the privacy of the other party and/or the final customer is guaranteed or Bos has obtained permission to do so from the other party.

8. Supply and delivery deadlines

1. Agreed delivery periods can never be regarded as strict deadlines. If Bos fails to fulfil its delivery obligations under the agreement or fails to fulfil them in a timely manner, the other party shall give Bos notice of default in writing, where said party shall be granted a reasonable amount of time to still meet its delivery obligations.
2. Bos is entitled to partial deliveries, where each partial delivery can be invoiced separately by Bos.
3. The risk relating to the delivered goods shall pass to the other party at the time of delivery. "Time of delivery" in these General Terms and Conditions shall mean: the moment when the goods leave the property, the warehouse, or the factory of Bos or the moment when Bos informs the other party that the goods can be picked up by said party.
4. Unless otherwise agreed, shipping or transport of the ordered goods shall take place in a manner determined

by Bos and at the expense and risk of the other party. Bos is not liable for any damage of any kind – whether or not to the goods themselves – related to the shipping or transportation. For transport and shipments arranged by Bos itself, Bos has taken out transport insurance for own account.

5. If, due to a reason that lies in the control of the other party, it is not possible to deliver the ordered goods (in the agreed manner) to the other party or if the goods are not picked up, Bos is entitled to store the goods for the account and risk of the other party. Unless Bos has explicitly stated in writing a different period, the other party must enable Bos to deliver the goods after all within 1 month of notice and/or the other party must pick up the goods within this period.
6. If the other party remains in default with respect to its obligation to collect after the period specified in section 5 of this article, said party is immediately in default. Bos shall then have the right to dissolve the agreement in whole or in part, with immediate effect, without judicial intervention, by means of a written statement and sell the goods to other persons. This without resulting in Bos being liable for compensation for damages, costs and interest.
7. The above will not affect the obligation of the other party to pay compensation for any (storage) costs, damages due to delays, loss of profit or other damages.

9. Performance and development of the agreement

1. If the commencement, development or completion of the work and/or the agreed delivery of goods is delayed because:
 - a. Bos fails to receive all necessary information and/or documents from the other party on time;
 - b. Bos fails to receive any agreed (advance) payments from the other party on time;
 - c. there are other circumstances, at the expense and risk of the other party; Bos is entitled to such extension of the delivery and/or completion deadline as reasonably results from these circumstances and is entitled to charge any associated costs and damages, such as for example any waiting time, to the other party.
2. If the agreement is performed in stages, Bos is entitled to have the parts belonging to the next stage suspended until the other party has approved the results of the previous stage. The resulting costs are at the expense of the other party.
3. Bos shall endeavour to achieve the agreed work and supplies within the agreed and planned time, insofar as

this can reasonably be expected from them. If the performance of the agreement must be accelerated at the request of the other party, Bos is entitled to charge the associated extra hours and other costs to the other party.

4. Bos is required to perform the work properly, adequately and in accordance with the provisions of the agreement. Bos must perform the work in such a way that damage to persons, property or the environment is minimised as much as possible, and in this context follow any orders and instructions given by or on behalf of the other party as much as possible.
5. If during the performance of the agreement it becomes clear that as a result of unforeseen circumstances the work and/or supplies cannot be performed in the manner agreed, Bos shall consult with the other party on amending the agreement. In connection with this, Bos shall inform the other party about the consequences of the amendment on the agreed prices, rates and the agreed delivery and/or completion deadlines. If as a result of this, the performance of the agreement should become impossible, Bos is in any case entitled to full compensation for all work and deliveries already carried out.

10. Contract variations

1. Contract extras shall mean: all extra work and supplies at the request of the other party or work and supplies, which are a necessary by-product thereof, which are not included in the offer, quotation or order.
2. Contract variations must be agreed between Bos and the other party in writing. Bos shall only be bound by oral agreements after it has confirmed these to the other party in writing or once Bos – without objection by the other party – has commenced performance of the agreements.
3. Settlement of contract variations takes place:
 - a. when changes are made to the original assignment;
 - b. in the event of unforeseen cost increases or reductions and deviations from deductible and/or estimated quantities.
4. Settlement of contract variations takes place in full in the final settlement, unless the parties expressly agree otherwise in writing.

11. Delivery, acceptance and maintenance period

1. If the contract (also) concerns the performance of work, Bos is obliged to notify the other party that the agreed work has been completed and the results of the work has become ready for use.
2. The result of the work is deemed to have been delivered under the agreement if the other party has verified this result and the delivery note or work sheet has been signed as accepted by the other party.
3. The outcome of the work shall also be deemed to have been delivered in accordance with the agreement, if the other party has not filed a complaint with Bos within a period of 2 weeks after the announcement that the work was completed or, where possible, as much earlier as the other party has already been using this result before this date.
4. Work that has not yet been performed and/or finished of, by, or on behalf of third parties hired by the other party, which affects a proper use of the outcome of the work, shall not affect the delivery of the results of the work.
5. Small defects that can be easily remedied in a maintenance period agreed between the parties shall not be a reason for abstention of acceptance, provided said deficiencies do not interfere with any possible putting into operation. If parties have not agreed on a specific maintenance period, a term of maintenance of 31 days after delivery shall apply. Bos is required to remedy, or have remedied, defects or faults, which are established within the maintenance period and are for its own account, as soon as possible.
6. If after the delivery or maintenance period specified in this article, the other party should still establish defects, faults, etc., with regard to the outcome of the work, then the provisions of the article dealing with complaints included in these General Terms and Conditions shall apply.

12. Maintenance and malfunctions

1. The parties may conclude a separate agreement regarding the performance of regular maintenance or fault-clearance, including defects, faults, etc.
2. The other party shall notify Bos of any identified faults, defects, malfunctions etc. - in accordance with the usual procedures of Bos. After receiving the notice, Bos shall to the best of its abilities seek to remedy any faults, defects, malfunctions, etc.

3. Unless the parties have expressly agreed otherwise, materials used and/or replaced during the maintenance work are not included in the regular maintenance fee. These materials will be charged to the other party by Bos based on the prices applicable at the time of the work.
4. The agreement concluded between the parties shall include at least the following:
 - a. the regular maintenance fee and the time limit for payment;
 - b. an arrangement relating to any call-out charges;
 - c. the applicable rates and prices;
 - d. the currency of the agreement and the rules regarding its termination;
 - e. if applicable, a breakdown of the maintenance activities;
 - f. if applicable, the frequency of maintenance possibly including a schedule of the maintenance work.
5. Bos is entitled to implement an annual regular increase in respect of the regular maintenance fee and to pass this charge on to the other party. Should Bos wish to modify the regular maintenance fee outside the regular annual increase, it must notify the other party in writing no later than one month before the effective date of the interim increase. If the other party does not agree with the announced increase of the maintenance fee, it is entitled to terminate the agreement within 10 (ten) working days after the date of this notice by the date specified in the notice. Notice of termination must be given in writing.

13. Complaints and returns

1. The other party is obliged to inspect the delivered goods immediately upon receipt and mention any visible flaws, defects, damages and/or nonconformities on the delivery note or accompanying consignment note. In the absence of delivery note or accompanying consignment note, the other party must notify Bos in writing of any defects, faults, etc., within 24 hours of receipt of the goods.
2. Other complaints regarding the delivered goods must be reported to Bos in writing immediately upon discovery - and at most within the agreed warranty period. Any consequences of not directly reporting shall be at the risk of the other party. If no explicit warranty period is agreed, a period of 1 year after delivery shall apply.
3. If a complaint is not reported to Bos within the periods specified in the preceding paragraphs, the goods are

deemed to have been received in good condition and to satisfy the agreement. In that case, it is no longer possible to invoke the applicable storage life or agreed warranty.

4. Any complaints shall not suspend the obligation of payment of the other party.
5. The other party must enable Bos to investigate the complaint and provide Bos with all information relevant to the complaint. If for investigation of the complaint, return shipment is necessary, or if it is necessary that Bos investigate the complaint on the spot, this shall take place at the expense and risk of the other party, unless the complaint is later found to be legitimate.
6. In all cases, return shipment shall take place in a manner determined by Bos and in the original packaging and/or wrapping.
7. No complaints are possible in respect of goods which, following receipt by the other party, have changed in nature and/or composition and/or have been partly or fully modified or processed or are no longer in their original packaging.

14. Warranties

1. Bos will ensure that the agreed deliveries and/or orders are performed properly and in accordance with industry standards, but shall never be obliged to provide any further warranty than as expressly agreed between the parties.
2. Bos is responsible for the customary standard quality and soundness of the delivered goods during the warranty period.
3. Warranties shall apply only if the other party has fulfilled all its obligations towards Bos.
4. When using the materials and/or components required for the performance of the agreement, Bos bases itself on the information provided by the manufacturer or supplier thereof on the properties of these materials and/or components. If the manufacturer or supplier of the delivered materials and/or components has issued a warranty, this warranty shall apply equally to both parties.
5. Bos does not warrant and shall never be deemed to have warranted that the delivered goods are suitable for the purpose for which the other party wishes to adapt, process, use or have them used, unless it has explicitly confirmed this in writing to the other party.
6. Should the other party legitimately invoke the warranty provisions, Bos shall assure repair or replacement of the delivered goods or provide a refund or discount on

the agreed price for said goods. The foregoing is at the discretion of Bos. Any additional damage is subject to the provisions of the article that deals with liability included in these General Terms and Conditions.

7. Faults and defects caused by normal wear and tear, erosion, corrosion, by injudicious and/or improper use or maintenance or those occurring after repairs or alterations performed or introduced by or on behalf of the other party, are not covered by the warranty. Faults and defects due to, among other things, aging and damage by external influences, and those incurred during storage of the goods by the other party before its entry into operation, are not covered by the warranty.

15. Liability

1. Bos accepts no liability whatsoever outside the explicitly agreed warranties and/or those provided by Bos.
2. Without prejudice to the provisions in paragraph 1 of this article, Bos shall only be liable for direct damages. Any liability of Bos for consequential damages, such as trading loss, lost profits and/or incurred losses, damages due to delays and/or damages due to personal or bodily injury, is expressly excluded.
3. The other party is obliged to take all the measures necessary to prevent or limit any damage.
4. If Bos is liable for damage incurred by the other party, the obligation to pay compensation of Bos shall always be limited to the amount paid by its insurer in the occurring event. In the event that the insurer of Bos fails to pay or the losses are not covered by insurance taken out by Bos, the duty of compensation of Bos is limited to the invoiced amount for the goods delivered.
5. The other party must notify Bos of the damage it has suffered at the latest within 6 months after it has become known to them and/or could have become known to them.
6. If Bos must perform the assignment and/or the deliveries on the basis of documents provided by or on behalf of the other party records, Bos shall only be responsible for the proper performance of the assignment and/or the soundness of the delivered goods.
7. If the other party provides Bos with materials and/or components for processing, then Bos is responsible their correct use, but in no case for the soundness of these materials and/or components and the impact of these materials and/or components on the final result.

8. The other party may not invoke the applicable warranty, nor hold Bos liable on other grounds, if the loss occurred:
 - a. by incorrect usage or usage contrary to the intended use of the delivered goods or contrary to the instructions, expert opinions, instructions, etc., provided by or on behalf of Bos;
 - b. by improper storage and/or maintenance of the delivered goods;
 - c. by errors, omissions, defects, etc., in the information, documents, materials or components supplied by or on behalf of the other party to Bos;
 - d. caused by directions or instructions from or on behalf of the other party;
 - e. because repairs and/or other work has been performed on or to the supplied goods by or on behalf of the other party, without the express prior written permission from Bos.
9. The other party, in the cases listed in paragraph 8 of this article, shall be fully responsible for any damage caused and shall indemnify Bos expressly for all third party claims for compensation for said damage.
10. The limitations of liability under this article shall not apply if the damage was caused by an intentional act and/or wilful recklessness by Bos or its managing executives at director level or when mandatory provisions of law are opposed to this. Only in these cases will Bos indemnify the other party for any claims by third parties against the other party.

16. Payment

1. Bos is at all times entitled to demand (partial) prepayment or any other security for payment of the other party.
2. Payment shall be made within a period of 30 days after the invoice date, unless the parties have expressly agreed otherwise in writing. The accuracy of an invoice shall apply if the other party fails to object within this payment term.
3. If an invoice, after expiry of the period referred to in paragraph 2, is not fully paid, the other party shall pay Bos a default interest at a rate of 2% per month, to be calculated cumulatively on the principal. Parts of one month are here counted as full months.
4. If after a reminder by Bos, payment is still not made, Bos is also entitled to charge the other party extrajudicial collection costs.
5. The extrajudicial collection costs referred to in paragraph 4 for claims with a principal of up to € 25,000.00 are 15% of the principal amount (with a

minimum of € 40.00). All this unless mandatory provisions of law are opposed to this.

6. If the principal exceeds € 25,000.00, Bos is entitled to charge the other party extrajudicial collection costs on the first € 25,000.00 in accordance with paragraph 5 of this article, and to charge the other party extrajudicial collection costs of 10% over that difference.
7. For the calculation of the extrajudicial collection costs, Bos is entitled to increase the principal of the claim after the expiration of 1 year with the default interest cumulatively accrued in that year, in accordance with paragraph 3 of this article.
8. In the absence of full payment by the other party, Bos shall be entitled, without further notice or judicial intervention, to dissolve the agreement or to suspend its obligations under the agreement by means of a written statement, until the payment is nonetheless successfully made or the other party has provided an adequate guarantee in this regard. Bos shall also have the aforementioned right of suspension if it already has reasonable grounds to doubt the creditworthiness of the other party before the other party is in default with the payment.
9. Payments made by the other party, shall firstly be deducted by Bos from all interest and costs owed, and then from the longest outstanding invoices, unless at payment the other party expressly indicates in writing that the payment is for a later invoice.
10. The other party is not entitled to offset claims of Bos with any counterclaims it has against Bos.

This also applies if the other party applies for a (temporary) moratorium on payments or is declared bankrupt.

17. Retention of title

1. Bos retains ownership of all goods delivered, and yet to be delivered under the agreement, until such time as the other party has fulfilled all of its payment obligations to Bos.
2. The payment commitments specified in paragraph 1 shall consist of the payment of the purchase price and/or the agreed fee for the supplied and yet to be supplied goods, plus receivables for work performed related to the delivery and claims for imputable failure of the other party in fulfilling its obligations, including the payment of indemnification, extrajudicial collection costs, interest and possible penalties.
3. If it involves the supply of identical, non-individualisable goods, the batch of goods belonging to the oldest

invoices shall be considered to have been sold first. The retention of title shall therefore in any case always apply to any delivered goods, which at the time of the invocation of the retention of title are still located in the stock, factory and/or moveables of the other party.

4. Goods subject to retention of title are allowed to be resold by the other party as part of normal business activities, provided it has likewise agreed with its customers on a retention of title with respect to the delivered goods.
5. As long as the delivered goods are subject to a retention of title, the other party is not entitled to pledge the goods or to allow financiers to take actual possession of the goods.
6. The other party is obliged to inform Bos immediately in writing if third parties claim to have ownership or other rights with respect to the goods subject to a retention of title.
7. The other party is obliged to store the goods subject to retention of title carefully and to ensure that they are identifiable as being the property of Bos, until such time as it has fulfilled all of its payment obligations to Bos.
8. The other party shall be responsible for obtaining the proper business insurance and/or contents insurance, such that the goods delivered subject to retention of title are at all times co-insured, and shall grant Bos access at its first request to the insurance policy and any accompanying proofs of premium payment.
9. If the other party acts in contravention of the provisions of this article, or Bos makes an appeal to the retention of title, Bos and its staff are given the irrevocable right to enter the grounds of the other party and take back the goods subject to a retention of title. The foregoing is without prejudice to the right of Bos to claim indemnification for damages, lost profits and interest and the right to dissolve the agreement without any further notice, by a written statement.

18. Intellectual Property Rights

1. Bos is and remains the holder of all intellectual property rights pertaining to, arising out of, related to and/or belonging to the goods, documents, etc., supplied or manufactured by Bos under the agreement, unless parties have expressly agreed otherwise in writing.
2. The exercise of the rights specified in paragraph 1 of this article, both during and after the performance of the agreement, is expressly and exclusively reserved to Bos.
3. The other party is not entitled to use the documents supplied or manufactured by Bos outside the context of

the agreement. The other party is prohibited from providing these documents to third parties, allowing third parties to access these documents or multiplying them without the prior written permission of Bos.

4. The other party warrants that all information and/or documents it is to provide to Bos shall not infringe the copyright or other intellectual property rights of third parties. The other party is liable for any damage caused by such breaches to Bos and indemnifies Bos against claims of any such third parties.

19. Right of retention

1. Forest is authorised to suspend the return of the goods of the other party, which Bos has in its possession for the purposes of maintenance or repair, if and during the period that:
 - a. the other party has not or not fully met the costs of the work on the goods;
 - b. the other party has not or not fully met the costs of work performed by Bos earlier on the goods;
 - c. the other party has not or has not fully met other direct claims arising from the contractual relationship with Bos.
2. Bos is not liable for any damages – of any kind whatsoever – resulting from its exercised right of retention.

20. Bankruptcy, incapacity of disposing of property, and suchlike.

1. Without prejudice to the provisions set out in the other articles of these General Terms and Conditions, Bos is entitled to dissolve the agreement through a written statement to the other party, without recourse to the courts and without notice of default being required, the moment the other party:
 - a. is declared bankrupt or an application for bankruptcy has been made;
 - b. applies for a (temporary) suspension of payment;
 - c. is affected by executory seizure;
 - d. is placed under tutelage or administration;
 - e. otherwise loses the power to dispose of, or manage, its assets or some of its assets.
2. The provisions of paragraph 1 of this article shall apply, unless the trustee or receiver acknowledges the obligations arising from the agreement as estate debt.
3. The other party shall always be obliged to inform the trustee and/or receiver of the (contents of) the agreement and these General Terms and Conditions.

21. Force majeure

1. Where there are circumstances beyond the control of the other party or Bos, Bos is entitled to dissolve the agreement through a written statement to the other party, without judicial intervention, or to suspend the fulfilment of its obligations to the other party for a reasonable period, without any compensation being due.
2. Force majeure or circumstances beyond the control of Bos in the context of these General Terms and Conditions are understood to mean: a non-attributable shortcoming of the suppliers or third parties appointed by Bos, or other compelling reasons in support of Bos.
3. Circumstances that constitute force majeure shall include, among other things: war, riots, mobilisation, foreign and domestic unrest, government measures, strikes within the organisation of Bos and/or the other party or the threat of these and similar conditions, a significant change in the exchange rates that existed when the agreement was entered into, interruption of operations as a result of fire, theft, sabotage, natural phenomena and the like, as well as by weather conditions, road blocks, accidents, lack of materials or parts, etc., and problems with transport and delivery.
4. If the force majeure situation arises when the agreement has already been partially performed, the other party is obliged to meet its obligations towards Bos up to that time.

22. Cancellation, suspension

1. If the other party wishes to cancel the agreement prior to or during its performance, it is obliged to pay Bos damages to be determined by Bos. These damages shall include all costs already incurred by Bos and any losses and loss of profit it has suffered, caused by the cancellation. Bos is entitled, at its own discretion, to set the related costs, losses and loss of profits at 20 to 100% of the agreed price that Bos would otherwise have charged the other party in light of the work that has already been carried out and the deliveries that have already been made.
2. The other party is liable for the consequences of the cancellation or termination of the agreement in relation to third parties and indemnifies Bos against any claims in this respect.
3. Bos is entitled to deduct all sums already paid by the other party from the damages owed by the other party.
4. In the event of suspension of the performance of the agreement at the request of the other party, the costs

related to all the work currently already completed and/or costs incurred shall be immediately payable and Bos is entitled to charge the other party for them. Bos is also entitled charge the other party for all costs made or to be made during the suspension period as well as for the hours already allocated before the suspension period.

5. If performance of the agreement cannot be resumed after the agreed suspension period, Bos is entitled to dissolve the agreement, without recourse to the courts, through a written statement to the other party. If performance of the agreement is resumed after the agreed suspension period, the other party shall compensate Bos for any costs resulting from the resumption.

23. Governing Law and Jurisdiction

1. This agreement concluded between Bos and the other party is exclusively governed by Dutch law.
2. Any disputes will be settled before the competent court of law in the place where Bos is established, although Bos always reserves the right to submit the dispute to the competent court in the country or State where the other party is established.
3. If the other party is established outside the Netherlands, Bos is entitled to act in accordance with paragraph 2 of this article or - at its option - to bring the disputes before the competent court in the country or state where the other party is established.

Date: 15 February, 2011