

## GENERAL TERMS AND CONDITIONS FOR DELIVERY AND PAYMENT

### ARTICLE 1 DEFINITIONS AND APPLICABILITY

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

- a. *General terms and conditions*: the present terms and conditions of delivery and payment.
- b. *Customer*: Every (legal) person who in the exercise of his profession and/or business enters into an Agreement with Lab Associates for the purchase and delivery of products.
- c. *Lab Associates*: The private company, with limited liability under Dutch law, Lab Associates B.V., with registered office in Rotterdam and place of business in Oudenbosch (4731 DD), at Bosschendijk 215, registered in the Trade Register of the Chamber of Commerce with number 20141063.
- d. *Media preparators*: The machines developed and built by Lab Associates, with which, using the sterilization process of the machine, and added ingredients, culture media for plants can be made.
- e. *Agreement(s)*: every agreement that is concluded between Lab Associates and Customer, every change thereof or addition thereto, as well as all (legal) acts in preparation for and in execution of that agreement.
- f. *Regulation (EU) no. 1215/2012*: Regulation (EU) No. 1215/2012 on jurisdiction, and the recognition and enforcement of judgments in civil and commercial matters.

1.2 The General Terms and Conditions apply to all Agreements that are concluded between Lab Associates and Customer, as well as to all offers and/or quotations of Lab Associates and other (legal) acts between Lab Associates and Customer.

### ARTICLE 2 FORMATION AND AMENDMENTS OF THE AGREEMENT

- 2.1 All offers and/or quotations made by Lab Associates, in whatever form, are without obligation unless the offer includes a term for acceptance. Only by written (order) confirmation from Lab Associates or by actual execution by Lab Associates will the Agreement be definitely established.
- 2.2 All indications in the Agreements, offers or quotations, and the accompanying appendices, such as illustrations, drawings, measurements, weights, yields and colors, as well as the characteristics of any trial copies provided, are only indicative. Deviations are therefore not at the expense and risk of Lab Associates.
- 2.3 Apparent writing errors and/or mistakes in offers and/or quotations of Lab Associates release her from the fulfilment obligation and/or possible obligation to pay damages resulting from this, also after the realization of the Agreement.
- 2.4 These General Terms and Conditions cannot be deviated from, unless this has been explicitly agreed in writing by both parties. The Customer cannot derive any rights from the fact that, tacitly or explicitly, one or more times have been deviated from the present General Terms and Conditions, with regard to an Agreement(s) concluded thereafter.

**ARTICLE 3 DELIVERY TERMS**

- 3.1 The terms of delivery shall be interpreted in accordance with the most recent ICC INCOTERM rules.
- 3.2 The delivery terms in all Agreements, offers, quotations and/or otherwise are only indicative.
- 3.3 The delivery term commences on the day of the realization of the Agreement, or, if this is later, on the day of receipt by Lab Associates of the necessary materials needed for the execution of the Agreement, and/or on the day of the receipt by Lab Associates of an agreed prepayment.
- 3.4 Lab Associates will make every reasonable effort to perform within the delivery period. It may happen that Lab Associates is prevented from fully or partially fulfilling its obligation towards the Customer due to force majeure as described in article 11. In such a case, the Customer is not entitled to dissolution of the Agreement or any form of compensation.

**ARTICLE 4 DELIVERY AND RISK**

- 4.1 Unless agreed otherwise, delivery by Lab Associates is EX WORKS, factory or warehouse. Any costs of transport, packaging or installation are not included in the price, unless explicitly agreed otherwise in writing. The products are deemed to have been delivered, and the risk thereof transferred to Customer, at the moment that the products have left the location of Lab Associates or – if earlier – at the moment of granting actual possession to Customer.
- 4.2 Customer is obliged to purchase the delivered products at the time they are delivered to him.
- 4.3 If Customer refuses to take the delivery or fails to provide the necessary information or instructions for delivery, the products will be stored at Customer's risk. In that case, the Customer shall owe all additional costs, including in any case storage costs.

**ARTICLE 5 PRICES**

- 5.1 Unless explicitly stated otherwise in writing, all prices are in Euro currency and are exclusive of turnover tax and/or other levies imposed by government.
- 5.2 Costs that relate to the import and/or clearance of products to be delivered by Lab Associates to Customer are not included in the price and are therefore at the expense of the Customer.
- 5.3 All agreed prices are binding, unless after the offer one of the costs determining factors of the product changes in the period between the time of the offer and the time of delivery, and resulting price increases are not or hardly influenceable by Lab Associates. In such cases Lab Associates has the right to adjust the agreed price accordingly, regardless of whether or not the cost price increase was foreseeable at the time of the offer.
- 5.4 Customer has the right, if the increase as referred to in the preceding paragraph is 10% or more of the total agreed amount, to dissolve the Agreement in writing within 8 days after it is or could have been aware of the price increase.
- 5.5 In the event that an increase in prices for energy, raw materials or other materials, required for the manufacture of the products ordered by Customer, takes place before the agreed delivery date, Lab Associates is entitled to increase the price of the ordered products accordingly, provided that Lab Associates notifies Customer thereof in writing 14 days prior to such an increase. Customer is entitled to cancel the Agreement within 7 days after the receipt of such notice.

## **ARTICLE 6                    PAYMENT**

- 6.1      Payment will be made within the payment term specified in the Agreement. The payment term announced by Lab Associates to Customer is considered a strict deadline. On the basis of Article 6:83 of the Dutch Civil Code, the Customer shall be in default without any further notice of default or summons being required if the Customer fails to pay in time or in full. From that moment on, the Customer shall owe a daily interest per day equal to the statutory interest rate applicable at the moment as referred to in Section 6:119a of the Dutch Civil Code.
- 6.2      Customer is not entitled to set off any claim on Lab Associates against the amounts charged by Lab Associates.
- 6.3      Lab Associates always has the right to (partially) invoice products that still need to be delivered or which are partially delivered.
- 6.4      Payment must be made by deposit or transfer to a bank account designated by Lab Associates. Lab Associates always has the right, before or after the conclusion of the Agreement, to demand a security of payment or a prepayment, resulting in a suspension of the execution of the Agreement by Lab Associates, until the security has been provided and/or the prepayment has been received by Lab Associates. If prepayment would be refused, Lab Associates is authorized to dissolve the Agreement and Customer is liable for the resulting damage for Lab Associates.
- 6.5      All costs related to the collection of due amounts, and in particular the extrajudicial costs, are for the account of the Customer. The extrajudicial costs are determined at least 15% of the unpaid amount, with a minimum amount of €250.- without prejudice to the right of Lab Associates to charge further reasonable costs to Customer.
- 6.6      Each payment by the Customer will first serve to pay the interest due and then to pay the costs of collection, with the exception of the legal costs. Only after payment of these amounts, will any payment by the Customer be deducted from the principal outstanding claim, the first of which will be debited from the oldest outstanding claim, regardless of the description that the Customer may have given to the payment.

## **ARTICLE 7                    WARRANTY**

- 7.1      In case a warranty is provided by Lab Associates, they will explicitly inform Customer about it. In the absence of such an explicit written notification, Customer cannot invoke the warranty, without prejudice to its statutory rights arising from mandatory articles.
- 7.2      With regard to Media preparators, a warranty period of 12 months applies, provided that Lab Associates has installed the product at the place of use and/or a service/maintenance contract is in place between Lab Associates and Customer for the relevant Media preparator.
- 7.3      In case a warranty is provided by Lab Associates, Lab Associates thereby only guarantees that the product will function in accordance with its specifications for a period of 12 months after the moment of delivery.
- 7.4      If a claim under Customer warranty is well-founded, Lab Associates will – at the choice of Lab Associates – repair the already delivered products free of charge or still deliver the products as agreed. If Lab Associates informs Customer that it will carry out repairs, Customer shall, at its own expense and risk, make the delivered products available to Lab Associates again.
- 7.5      All possible warranty obligations of Lab Associates expire if errors, defects or imperfections with regard to those products are the result of incorrect, careless or incompetent use or management of delivered products by Customer, Customer's employees or third parties engaged by Customer.

- 7.6 The warranty obligations of Lab Associates will also lapse if the damage is caused by external causes such as fire or water damage, or if Customer or a third party has made changes to the products delivered by Lab Associates without permission of Lab Associates.
- 7.7 If Customer makes a claim under warranty and that claim appears to be unjustified, Lab Associates has the right to charge Customer for the activities and costs of investigation and repair that have resulted at its side from that claim.

## **ARTICLE 8 RECLAMATIONS**

- 8.1 Customer must check the products to ensure that the delivery corresponds with the placed order at the time of delivery. Visible damages or defects at the moment of delivery (including shortages) must be made known by Customer to Lab Associates in writing within one (1) working day, at the risk of forfeiting all rights. A defect, or defects, that could not reasonably have been detected within this period must be reported in writing immediately after the determination, or at least within five (5) working days, at the risk of forfeiting all rights. A legal action in respect of any defect, or defects, is in any case inadmissible when instituted after six (6) months after the delivery of the products.
- 8.2 After the expiry of the term from article 8.1, it is assumed that the Customer received the products in accordance with the Agreement and Lab Associates is deemed to have fulfilled its obligations arising from that Agreement.
- 8.3 Customer must invoke the right of reclamation within 8 days of the moment of delivery, unless the defect would not have been noticeable at the time of delivery if a careful and timely inspection had been carried out. In that case, Customer must inform Lab Associates of the defect in writing and with reasons, within 8 days after the defect has become known or could have become known to the Customer. Both obligations under penalty of forfeiture of rights under Article 7.
- 8.4 Lab Associates is not obliged to accept returns from Customer. Receipt of return shipments does not imply recognition by Lab Associates of the ground for return given by Customer. The risk with regard to returned products remains with Customer, until the products are credited by Lab Associates.
- 8.5 Customer has no right of reclamation towards Lab Associates, as long as Customer does not fulfill its obligations towards Lab Associates.

## **ARTICLE 9 RETENTION OF TITLE**

- 9.1 Lab Associates retains ownership of all products delivered until Customer has fulfilled all payment obligations in return for all products delivered, under all Agreements concluded between Lab Associates and Customer, as well as all claims due to failure to fulfil such Agreements. The obligations also include any reimbursements of surcharges, costs, interest and compensation for failure to perform.
- 9.2 As long as the ownership of the product has not been transferred to Customer, Customer will separate the product as the property of Lab Associates in a way that is known to third parties. However, the product is at the risk of Customer from the moment of delivery to Customer.
- 9.3 Customer is not authorized to pledge, otherwise encumber, the products delivered under retention of title to third parties, as long as the ownership thereof has not been transferred to him.
- 9.4 Customer is allowed to alienate the delivered, but not yet paid products, solely within the framework of his normal business operations, unless Lab Associates has summoned Customer in writing to immediately make the delivered products available to Lab Associates.
- 9.5 If Customer fails to comply with its payment obligations towards Lab Associates or Lab Associates has good reason to fear that Customer will fail in those obligations, Lab Associates

is entitled to take back the products delivered under retention of title. Customer shall grant Lab Associates at any time free access to its premises and/or buildings for inspection of the product and/or for the exercise of the rights of Lab Associates. After repossession, Customer shall be credited at market value, which shall in no event exceed the original price agreed upon between Customer and Lab Associates, less the costs incurred by Lab Associates from repossessing the goods.

## **ARTICLE 10            LIABILITY**

- 10.1 LAB ASSOCIATES IS ONLY LIABLE FOR DIRECT DAMAGE OF CUSTOMER IN CONNECTION WITH AN AGREEMENT OR A PRODUCT SUPPLIED BY LAB ASSOCIATES. DIRECT DAMAGE MEANS EXCLUSIVELY: (A) REASONABLE COSTS TO DETERMINE THE CAUSE AND EXTENT OF THE DAMAGE, INsofar AS THIS DAMAGE CAN BE ATTRIBUTED TO LAB ASSOCIATES, AND/OR (B) REASONABLE COSTS INCURRED FOR THE DEFECTIVE PERFORMANCE OF LAB ASSOCIATES TO COMPLY WITH THE AGREEMENT, AND/OR (C) REASONABLE COSTS INCURRED TO PREVENT OR LIMIT DAMAGE, INsofar AS THE CUSTOMER DEMONSTRATES THAT THESE COSTS HAVE LED TO LIMITATION OF THE DIRECT DAMAGE AS REFERRED TO IN THIS ARTICLE. IN SUCH CASES, THE LIABILITY FOR DAMAGE OF LAB ASSOCIATES TOWARDS CUSTOMER, IS LIMITED PER EVENT TO THE ACTUAL NET INVOICE AMOUNT PAID BY CUSTOMER TO LAB ASSOCIATES OF THE CONCERNED PRODUCT THAT CAUSED THE DAMAGE.
- 10.2 IF LAB ASSOCIATES IS LIABLE, ANY LIABILITY IS LIMITED TO THE AMOUNT THAT THE APPLICABLE INSURANCE CONTRACT PAYS OUT IN THE RELEVANT CASE, PLUS THE AMOUNT OF THE DEDUCTIBLE THAT IS NOT AT THE EXPENSE OF THE INSURER ACCORDING TO THE APPLICABLE POLICY CONDITIONS. IF NO PAYMENT IS MADE UNDER THE AFOREMENTIONED INSURANCE, OR IN THE ABSENCE OF AN APPROPRIATE INSURANCE, THE LIABILITY OF LAB ASSOCIATES SHALL NOT EXCEED THE INVOICE AMOUNT ACTUALLY PAID BY CUSTOMER TO LAB ASSOCIATES FOR THE RELEVANT PRODUCT THAT CAUSED THE DAMAGE.
- 10.3 IN NO CASE SHALL THE TOTAL LIABILITY OF LAB ASSOCIATES FOR DIRECT DAMAGE, FOR ANY REASON WHATSOEVER, EXCEED THE AMOUNT OF € 500.000 (FIVE HUNDRED THOUSAND EUROS).
- 10.4 ANY FURTHER LIABILITY FOR LAB ASSOCIATES FOR DAMAGE AS INTENDED IN THE PREVIOUS PARAGRAPH IS EXCLUDED, INCLUDING BUT NOT LIMITED TO LIABILITY FOR EMPLOYEES AND AUXILIARY PERSONS, FOR WHATEVER REASON, INCLUDING ALL DIRECT AND INDIRECT DAMAGE, SUCH AS CONSEQUENTIAL DAMAGE, TRADING LOSS, LOSS OF PROFIT, MISSED SAVINGS OR DAMAGE CAUSED BY A SERVICE PROVIDED. FURTHERMORE, CUSTOMER INDEMNIFIES LAB ASSOCIATES AGAINST ALL CLAIMS OF THIRD PARTIES WITH REGARD TO POSSIBLE DAMAGE TO BE SUFFERED OR SUFFERED BY THESE THIRD PARTIES.
- 10.5 LAB ASSOCIATES IS NOT LIABLE FOR DAMAGE, IF AND INsofar AS THE CUSTOMER HAS INSURED HIMSELF AGAINST THE DAMAGE IN QUESTION OR COULD HAVE INSURED HIMSELF IN REASONABLENESS.
- 10.6 LAB ASSOCIATES IS ALSO NOT LIABLE FOR ANY FORM OF DAMAGE IF THERE IS A FAILURE IN THE PERFORMANCE THAT CAN BE ATTRIBUTED TO FORCE MAJEURE ON THE PART OF LAB ASSOCIATES AND THEREFORE CANNOT BE ATTRIBUTED TO LAB ASSOCIATES.
- 10.7 CUSTOMER INDEMNIFIES LAB ASSOCIATES AGAINST CLAIMS FROM THIRD PARTIES THAT ARE RELATED TO THE USE OF THE PRODUCTS AND/OR THE PERFORMANCE OF THE AGREEMENT

**ARTICLE 11 FORCE MAJEURE**

- 11.1 In case a force majeure situation occurs, Lab Associates shall inform Customer in writing about the cause and when the force majeure situation is suspected to have been resolved.
- 11.2 The term 'force majeure', as referred to in this article, shall in any case be understood to mean unforeseen circumstances, also of an economic nature, which have arisen through no fault or action of Lab Associates and which are not reasonably for its account, such as but not limited to mobilization, war and threat of war, riots, strikes, terrorist acts, demonstrations, lack of personnel, operational and transport disruptions of any kind, non-performance by suppliers or subcontractors, epidemics, obstacles caused by measures, laws or decrees of international, national or regional (government) agencies, fire, explosion, frost, snow nuisance, flooding, storm damage and other natural disasters.
- 11.3 Deviations from the specifications that not lead to the product not (any longer) being suitable for the purpose for which Customer uses the purchased product, do not constitute a failure of Lab Associates.
- 11.4 If Lab Associates has already partially fulfilled its obligations when force majeure occurs, or can only partially fulfill its obligations, Lab Associates is entitled to invoice the already delivered and/or the deliverable part separately and Customer is obliged to pay this invoice as if it concerned a separate Agreement.
- 11.5 The obligations of Lab Associates are suspended during the period of force majeure. If the period in which the fulfilment of the obligations by Lab Associates is not possible due to force majeure lasts longer than 3 months, both parties are entitled to dissolve the Agreement without judicial intervention, without there being any obligations to pay damages.

**ARTICLE 12 CONFIDENTIALITY**

- 12.1 Customer and Lab Associates shall ensure that all received data of the other party of which one knows or reasonably should know that these are confidential, remain secret. However, this prohibition does not apply to Lab Associates if and insofar as the provision of the relevant (confidential) data to a third party is necessary to comply with a court order, legislation or for the proper performance of the Agreement by Lab Associates. Customer and Lab Associates who receive such information is only entitled to use it only for the purpose for which it was provided. Information will in any case be regarded as confidential if one of the parties considers certain data as confidential.
- 12.2 Customer acknowledges that the software as provided by Lab Associates is always of a confidential nature and that it contains business secrets of Lab Associates, its suppliers or from the software manufacturer.
- 12.3 In the event of violation by Customer of its obligations with respect to the confidentiality of data as set out in this article, then Customer will forfeit an immediately due and payable penalty of € 5.000 (five thousand euros) per day or part thereof and € 5.000 (five thousand euros) for each day that the violation continues, without prejudice to the right of Lab Associates to obtain compensation for its damage caused by violation of the obligations arising from this article, including the necessary legal actions and the recovery of the damages.

**ARTICLE 13 RESCISSION AND TERMINATION**

- 13.1 Customer is in default if he fails to meet any obligation under the Agreement or General Terms and Conditions or fails to do so on time.
- 13.2 At the moment that Customer is in default, Lab Associates is entitled, without any obligation for compensation, and without prejudice to its rights, to rescind the Agreement in whole or

in part immediately in a written notification to Customer and/or claim the owed amount by Customer to Lab Associates in full and/or invoke the retention of title.

- 13.3 Lab Associates is authorized to terminate the Agreement with immediate effect if Customer is declared bankrupt, if Customer has applied for a suspension of payments or a judicial debt rescheduling arrangement, if his immovable or movable property has been seized, if his company has gone into liquidation or has been or is being taken over by a third party or third parties, or if there is a similar procedure. All invoiced amounts will then become immediately due and payable. Lab Associates will never be liable for any damages due to this termination as referred to in this paragraph.

## **ARTICLE 14 INTELLECTUAL PROPERTY**

- 14.1 All information, oral or written, provided by Lab Associates to Customer remains the exclusive property as well as intellectual property of Lab Associates, and may only be used by Customer for the purpose for which it was provided.
- 14.2 All intellectual property rights developed pursuant to the Agreement or the software, websites, data files, hardware, machines, training materials, or other materials such as analyzes, designs, documentation, reports, offers, as well as preparatory material thereof, made available to the Customer, rest exclusively with Lab Associates, its suppliers, its licensor or the manufacturer of software. The Customer only obtains the rights of use expressly granted with these General Terms and Conditions, the Agreement and the law. The right of use to the Customer is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 14.3 Unless otherwise agreed, in accordance with article 14.2, all (intellectual) property rights on products and other works resulting from obligations performed under or activities related to the Agreement, including copyrights, trademark rights, patent rights and design rights or drawing rights, belong to Lab Associates regardless of whether costs have been charged to Customer for the production thereof. If registration or filing is required to obtain such a right, Lab Associates is exclusively authorized to do so.
- 14.4 If and insofar (intellectual) property rights in the context of the execution of obligations under the Agreement by Lab Associates at Customer shall exist or arise Customer hereby transfers these (intellectual) property rights, insofar necessary, free of charge (in advance) to Lab Associates which transfer Lab Associates hereby (in advance) accepts. Customer will, at first request, cooperate free of charge in effecting the transfer and hereby also provides Lab Associates with irrevocable power of attorney to do all that is necessary on behalf of Customer for the transfer of the (intellectual) property rights to Lab Associates, including signing a written deed of transfer.
- 14.5 Insofar as Lab Associates makes products and/or works as referred to in this article and/or, under the Agreement, software available to Customer, this only means that Customer receives a right of use as referred to in this article, unless explicitly agreed otherwise in writing. Lab Associates only grants Customer a non-exclusive and non-transferable right of use on the products and/or works and or/ the software as mentioned in this article. This right of use includes the permission to use the work and/or software in the context of normal business operations of the Customer.
- 14.6 It is prohibited for Customer to reproduce or publish the software, hardware, machines, designs, services or other materials, unless Lab Associates has given their written permission for this. Any reproduction or disclosure of it constitutes an infringement of the intellectual property rights of Lab Associates.
- 14.7 It is Customer prohibited to remove or change any indication concerning copyrights, trademarks, patents, trade names or other intellectual property rights from the software, machines, designs, services, hardware or other materials, unless Lab Associates has given its written permission in relation thereto.

- 14.8 Also when not expressly provided for in the Agreement, Lab Associates is always permitted to make technical provisions for the protection of hardware, databases, websites, software made available, software to which Customer is (directly or indirectly) granted access, and such in connection with an agreed restriction in the content or the duration of the right to use these products. It is Customer prohibited to remove or circumvent such technical provisions or to have them removed or circumvented.
- 14.9 Customer indemnifies Lab Associates against infringement, by either Customer himself or third parties on intellectual property rights resting on goods, services or work delivered by Lab Associates, regardless of whether these rights belong to Lab Associates or to third parties, unless Lab Associates has given written permission to Customer for this.
- 14.10 In case of violation by the Customer of its obligations from this article and/or infringement concerning the intellectual property of Lab Associates, Lab Associates, its suppliers, its licensor or the manufacturer of software, the Customer will forfeit an immediately due and payable penalty of €10,000, - (ten thousand Euro) per day or part thereof and €10,000, - (ten thousand Euro) for each day that the violation continues, without prejudice to the right of Lab Associates to obtain compensation for its damage caused by the infringement, including the necessary legal actions and the recovery of the damages.

## **ARTICLE 15 APPLICABLE LAW AND DISPUTES**

- 15.1 Dutch law is applicable to the Agreement concluded between Lab Associates and Customer. The applicability of the 1980 Vienna Sales Convention (CISG) is excluded between the parties.
- 15.2 If a dispute arises between Lab Associates and Customer about the realization or interpretation of the Agreement, or the failure, incorrect or untimely execution of an Agreement or other legal relationship concluded between parties, or if one of the parties believes that such a dispute exists, parties are obliged to try to reach an agreement by negotiation, before presenting the dispute to a judge.

## **ARTICLE 16 COMPETENT JUDGE**

- 16.1 All disputes that may arise in connection with the General Terms and Conditions, the Agreement or any further agreements that may result therefrom shall be settled in accordance with the Arbitration Rules of the Dutch Arbitrary Institute (Nederlands Arbitrage Instituut).

The following principles also apply to the arbitration:

- a. The arbitral tribunal shall consist of three arbitrators;
  - b. The arbitral tribunal shall be appointed according to the list procedure;
  - c. The place of arbitration shall be Rotterdam;
  - d. The proceedings will be conducted in the Dutch language, unless the Customer does not have a command of that language. In the latter cases, the proceedings will be conducted in English;
  - e. The arbitral tribunal shall decide as good persons in all fairness; and
  - f. Merging the arbitral tribunal proceedings with another arbitral proceedings, as provided for in article 1046 of the Code of Civil Procedure and article 39 of the Arbitration Rules of the Dutch Arbitrary Institute (Nederlands Arbitrage Instituut), are excluded.
- 16.2 Without prejudice to the first paragraph of this article, the court where the Customer is established is competent to take cognizance of a procedure as referred to in articles 254-260 of the Code of Civil Procedure at the moment that the Customer is located in a country that is outside the scope of Regulation (EU) No. 1215/2012.



- 16.3 The judge in the district in which Lab Associates has its registered office at that moment, without prejudice to the first and second paragraphs of this article, is authorized to take cognizance of all disputes that may arise as a result of the General Terms and Conditions, the Agreement or further agreements that may be the result thereof, if Customer is located in a country that falls under the scope of Regulation (EU) No. 1215/2012.

## **ARTICLE 17 MISCELLANEOUS**

- 17.1 In the event of differences between translated versions of these General Terms and Conditions and the original version in Dutch, the Dutch text shall always prevail.
- 17.2 If an article of these General Terms and Conditions is qualified as unreasonably onerous in whole or in part by the court, it will be deemed to have been converted into an article that, as far as possible while retaining its content and scope, will not be regarded as unreasonably onerous.
- 17.3 If an article of these General Terms and Conditions is qualified by the court as unreasonably onerous and this article is not applicable, it does not affect the validity of the other articles of these General Terms and Conditions.