

# GENERAL TERMS AND CONDITIONS GOVERNING SALES AND SUPPLIES OF MELSPRING INTERNATIONAL B.V.

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## 1. Scope of application and definitions

1.1. The following terms and expressions bear the meaning assigned to them for the purposes of these general terms and conditions ("Terms and Conditions"). Where a definition is assigned to any of the words below in the plural, it shall also be deemed to include the singular and vice versa.

**Client:** any natural person or legal entity who conducts negotiations for the purposes of concluding an Agreement with Melspring and/or enters into an Agreement with the latter for the supply of Products.

**Term of Payment:** a term of thirty (30) days after the relevant invoice date in accordance with Article ~~Fout!~~ **Verwijzingsbron niet gevonden.** of these Terms and Conditions.

**Civil Code:** the Dutch Civil Code.

**Day:** calendar day.

**Supply:** where one (1) or more Products consist(s) of goods, Melspring placing them at the disposal or under the control of the relevant Client and/or where the Products consist of services or work, the provision of such services or the performance of that work in accordance with Article 5 of these Terms and Conditions.

**Melspring:** the private company with limited liability, Melspring International B.V., having its statutory registered office and place of business in Velp, the Netherlands, and registered with the Chamber of Commerce under Number 09131564. **Agreement:** an agreement between Melspring and a Client for the purposes of the sale and supply of Products, the provisions of services to, or the performance of work for that Client, an amendment of or addendum to it, and also any legal act performed for the purposes of preparing or executing such an agreement.

**Product:** any item and/or service which Melspring supplies to or work which the latter performs for a Client in the broadest sense of term.

**In Writing/Written:** recorded in writing, which is also deemed to include electronic correspondence.

1.2. These Terms and Conditions shall govern all quotations or order confirmation notices issued by, orders placed with or Agreements concluded with Melspring. In the event of any conflict between these Terms and Conditions, and an Agreement, the latter shall prevail.

1.3. Any arrangements, procedures or conditions which derogate from these General Terms and Conditions shall only apply provided that and in so far as they are agreed to with Melspring or the latter confirms them explicitly In Writing, and for the rest shall not in any way affect these Terms and Conditions.

1.4. The nullity or inapplicability of one (1) or more of the provisions – or part thereof – of these Terms and Conditions shall not affect the validity and operation of the remaining provisions.

1.5. Melspring explicitly rejects the application of a Client's general, procurement or other terms and conditions, howsoever they may be called.

1.6. Melspring shall be entitled to amend these Terms and Conditions unilaterally, which amended Terms and Conditions shall apply as of the designated date once Melspring has sent a client the amended Terms and Conditions.

## 2. Offers, specifications and orders

2.1. Any offer or statement issued by Melspring shall be deemed to be addressed to the relevant Client, may not be disseminated, shall apply in its entirety, may not be partially accepted and shall be entirely free of obligation, unless Melspring explicitly stipulates otherwise In Writing in the relevant offer.

2.2. In the event that an Agreement is concluded In Writing, it shall be deemed to have been entered into on the date on which Melspring signs it or that on which the latter dispatches Written confirmation of that agreement. Melspring's Written confirmation of an order shall be deemed to constitute a correct,

comprehensive record of the Agreement which Melspring and the relevant Client have concluded with each other but shall be subject to Melspring obtaining confirmation to the effect that the Client is creditworthy.

2.3. In the absence of Melspring's Written confirmation of an order, the Agreement concerned shall be deemed to have been concluded at such time as Melspring starts to execute it. In that case Melspring's invoice shall be deemed to constitute the relevant Client's order and a correct record of the Agreement between Melspring and that Client.

2.4. Section 6:227b of the Dutch Civil Code shall not apply.

2.5. In the event that a Client does not accept an offer or quotation issued by Melspring, the latter shall be entitled to charge the Client for any costs involved.

2.6. A Client shall not be entitled to cancel all or part of an Agreement. In the event that a Client nevertheless proceeds with full or partial cancellation, Melspring shall remain entitled to charge them for the entire amount involved in the relevant Agreement.

2.7. In the event that part delivery or shipment is agreed to, the parties shall be deemed to have entered into a separate Agreement in respect of each part delivery or shipment.

2.8. When entering into an Agreement, Melspring shall not be bound by any prices, discounts, margins and/or conditions previously agreed with the relevant Client which derogate from these Terms and Conditions.

2.9. Any descriptions, illustrations, drawings, colours, dimensions, weights and specifications of Products, which includes their packaging, and/or services provided by Melspring shall only be indicative. A Client may not derive any rights from a derogation which does not constitute a material or essential change in technical and/or aesthetic terms.

## 3. Prices

3.1. All prices quoted and agreed to shall be cited in euros exclusive of VAT. The relevant Client shall be liable for any costs (including transport, shipping and packaging costs, expenses incurred in relation to transshipment time, delayed unloading, storage, sorting, verification and stamping, analysis and any other expenses pertaining to the customisation and trialling of the Products) and any taxes, levies, excise, import and other duties, which are not included in the fee. Furthermore, a Client shall bear any foreign exchange risk where payment is made in a foreign currency.

3.2. All of the fees charged by Melspring shall be based on the circumstances determining the cost price which prevail when the relevant Agreement is concluded. In the event that the cost price of the materials and/or labour used increases over and above the cost price on which the relevant offer and/or order is based after the date on which the Agreement concerned is concluded but before that on which the Products in question are delivered, Melspring shall be entitled to pass on such increase to the Client concerned in respect of those Products which have not yet been delivered, even if such increase was foreseeable. Melspring shall notify a Client In Writing of any price increase. In that case the Client shall be entitled to cancel the Agreement in respect of that part of it which has not yet been executed, after the Client has been notified of that increase.

## 4. Delivery times

4.1. A delivery deadline shall apply as of the time when the relevant Agreement is concluded.

4.2. A deadline for delivery or time for unloading stipulated by Melspring shall be based on the circumstances prevailing when the relevant Agreement is concluded and, in so far as it may depend on the performance of any other party, the information supplied by the latter to Melspring. Although the deadline for delivery or time for unloading shall be abided by as far as possible, under no circumstances may it be held to be material

within the meaning of Section 6:83(a) of the Civil Code. In the event that it fails to abide by it, Melspring shall notify the relevant Client of a new delivery time where possible. In the event of a failure to meet a delivery deadline, the relevant Client shall not be entitled to compensation or cancellation except in the case of a wilful act or omission, or gross negligence on the part of Melspring.

- 4.3. In derogation from the provisions of Article 4.1, in the event that Melspring requires information and/or ancillary materials for the purposes of executing an Agreement which the relevant Client is required to supply or that an obligation imposed on the Client in that Agreement be complied with, the delivery deadline shall never occur before the date on which all of the requisite information and/or ancillary materials are in Melspring's possession or the Client has complied with the aforementioned obligation towards Melspring, or the deadline shall be extended in accordance with the foregoing.

## **5. Supply**

- 5.1. The Supply of the Products shall occur ex works (EXW) – in accordance with the most recent version of the ICC Incoterms – from Melspring's place of business as mentioned in the relevant Agreement.
- 5.2. Melspring shall be entitled to execute an Agreement in separate stages or consignments.
- 5.3. A Product shall at any rate be deemed to have been supplied by virtue of it being put into service and also by virtue of the recipient of the waybill or order slip signing it off.
- 5.4. In the event that a Client fails to collect or fails to take receipt of the relevant Products or any documents issued for those Products at the agreed time or a time stipulated by Melspring, that Client shall be in default in the absence of any notice of default. In that case Melspring shall be entitled to arrange for the Products to be stored or to sell them to another party at the relevant Client's risk and expense. The Client shall then remain liable for any amount payable pursuant to the relevant Agreement plus any interest and expenditure (by way of compensation).

## **6. Tendering of security**

- 6.1. Before proceeding with Supply, Melspring may at all times require that the relevant Client effect payment of all of the amounts payable to Melspring which are due in respect of any prior delivery or the relevant one, and to make an advance payment or to tender any form of security, including a pledge or bank guarantee, for the purposes of the payment of any claim which has not yet fallen due in respect of any supply effected or still to be effected. In the event that Melspring requires security in the form of a non-possessory pledge, the relevant Client shall undertake to sign a deed effecting such pledge.
- 6.2. In the event that Melspring does not obtain any payment or security which it requires, it shall be entitled to suspend the relevant Supply and, should the Client concerned also be in default after receiving a letter of demand, to cancel that part of the Agreement which has not yet been executed by means of a Written declaration and to seek compensation from the Client.
- 6.3. A Client shall undertake not to assign or pledge any claims which they acquire against their customers without Melspring's prior Written consent. When first requested to do so by Melspring, a Client shall undertake to assign or pledge the aforementioned claims to Melspring at the latter's discretion.

## **7. Retention of title**

- 7.1. Melspring's ownership of any Products that have been supplied shall only pass to the relevant Client as soon as the latter effects full, irrevocable payment to Melspring in accordance with their financial obligations pursuant to the Agreement covering the Supply in question, for any goods that have been or are yet to be supplied pursuant to any other Agreement, including any compensation, expenses, interest or penalty, and also any work performed or to be performed for the Client in accordance with such Agreement.
- 7.2. In the event that and for as long as Melspring owns the Products, the relevant Client shall not be entitled to sell, rent out, allow to be used, pledge or otherwise encumber them other

than in the normal course of business. Such permission to sell Products and transfer them to other parties in the normal course of business shall cease to apply by operation of the law at such time as the relevant Client is in any way in default in relation to a claim in respect of which such retention of title or pledge applies, applies for a provisional moratorium on payments, is declared bankrupt or the legally stipulated debt rescheduling scheme is declared to be applicable.

- 7.3. In the event that a Client fails to comply in full with their obligations (financial or otherwise), Melspring shall at all times be entitled to repossess (including any disassembly thereof which may be required) or seek the restitution of any Products that have not been paid for in the absence of any prior letter of demand subject to any other rights it may have, in particular, its entitlement to compensation for any loss suffered. A Client shall be deemed to have authorised Melspring to arrange for the return of all such Products at that Client's expense. A Client shall be deemed to have authorised – now in lieu of then – Melspring and any representative designated by it to enter into its business premises, warehouses, factories and building sites for that purpose.
- 7.4. Notwithstanding any notice to the contrary, a payment made by a Client shall first serve to pay for any unpaid Products which that Client has already sold and/or delivered, then for any expenses which Melspring has incurred, after that any interest that is due, and finally for the longest outstanding unpaid amounts.
- 7.5. In the event that any Products which Melspring has supplied and which belong or may belong to Melspring pursuant to the provisions above are attached on a Client's premises or at the latter's expense or there is a danger of this occurring, that Client shall have a duty to notify Melspring of such attachment immediately and to inform the attaching party that those Products belong or may belong to Melspring.
- 7.6. A Client shall have a duty to store any Products supplied subject to retention of title, to exercise due care when doing so, and to ensure that they can be recognised as the property of Melspring in so far as is reasonably possible to do so.
- 7.7. Furthermore, a Client shall have a duty to insure any Products supplied to them subject to retention of title against loss or theft, to keep them insured and to present the insurance policies taken out for this purpose for inspection when Melspring first requests this.
- 7.8. Where a Client creates a new asset using Products which Melspring has supplied, that Client shall be deemed to have created that asset solely for Melspring. In that case the relevant Client shall keep the newly created asset on behalf of Melspring until the Client has paid all amounts payable pursuant to the Agreement concerned.
- 7.9. Notwithstanding the provisions of Clause (1) of this article, the consequences under property law of the retention of title to any Products destined for export shall be governed by the law of the country of destination but only provided that the aforementioned retention of title does not cease to apply pursuant to that law until all that for which the relevant Client is liable pursuant to any Agreement has been paid to Melspring in full. The foregoing shall apply in accordance with the provisions of Section 10:128(2) of the Civil Code.

## **8. Payment**

- 8.1. Melspring shall be entitled to issue invoices periodically.
- 8.2. Unless explicitly agreed otherwise In Writing, a Client shall effect payment of the purchase price and any other amount for which they are invoiced by means of an irrevocable, confirmed cash letter of credit to which Melspring has consented in accordance with standard business practice.
- 8.3. With regard to their financial obligations, a Client shall not be entitled to any withholding, deduction or setoff on any grounds whatsoever, nor shall a Client be entitled to suspend their financial obligations. By virtue of their payment, a Client shall be deemed to have irrevocably consented to Melspring's performance.
- 8.4. All payments must be effected at such time so as to ensure that, in so far as no other deadline has been agreed to, Melspring receives them within the Term of Payment. All Terms of

- Payment shall be material within the meaning of Section 6:83(a) of the Civil Code, with the result that a Client shall immediately be in default should they fail to abide by a Term of Payment.
- 8.5. In the event of a failure to abide by a Term of Payment, any discount granted to the relevant Client shall cease to apply and Melspring shall be entitled to charge the legally stipulated commercial interest referred to in Section 6:119a of the Dutch Civil Code plus a debt collection fee equivalent to 15% of any unpaid amounts subject to a minimum of EUR 500.00 in the absence of any prior notice of default.
- 8.6. A Client shall be liable for any debt collection costs incurred by Melspring, which includes any expenses incurred for the purposes of repossessing or seeking the restitution of the Products concerned. The debt collection costs payable in the event that a third party is engaged shall consist of the fee which that party is entitled to charge for the collection of the relevant amounts payable in accordance with the guidelines applicable in relation to them plus the costs of any legal proceedings which are incurred.
- 8.7. Any claim concerning an invoice must be submitted to Melspring In Writing within eight (8) days after the relevant invoice date. After that period a complaint concerning an invoice shall no longer be considered and the relevant Client shall be deemed to have exhausted their right to file a claim. A claim concerning an invoice shall not affect the relevant Client's duty to pay the invoice concerned.
- 8.8. Melspring shall be entitled to set off any amount which it owes to a Client or may come to owe the latter at any point in time against any amount which that Client owes or comes to owe Melspring on any grounds whatsoever.
- 9. Claims**
- 9.1. A Client shall be entitled to be present or represented when the relevant Products are weighed, counted, measured or a sample is taken when they are picked. In the event that a Client wishes to exercise this right, they shall notify Melspring of this by no later than within three (3) days after receiving the relevant confirmation of sale. Should a Client not wish to exercise this right, they shall be deemed to consent to the method of separation, weighing, counting, measuring and taking samples and to its outcome. In that case no complaint may be lodged in relation thereto.
- 9.2. A Client shall have a duty to closely inspect the relevant Products immediately after receiving them or to arrange for this to be done by a third party acting at their behest. A Client shall have a duty to notify Melspring In Writing of any defects in the relevant Products or any discrepancy in quantity, weight, composition and/or quality between the Products supplied and the description of them on the relevant confirmation of order or invoice immediately but at any rate within forty-eight (48) hours after receiving the Products or within forty-eight (48) hours after they have been inspected by or on behalf of the Client, if this occurs sooner. Where Supply occurs on a non-working Day, this term shall commence on the very next working day. Any defects must also be noted directly on the acknowledgement of delivery or receipt.
- 9.3. In the event that a Client fails to submit a timely Written report in this respect, any entitlements which they may have in relation to Melspring shall cease to apply in their entirety. Where a timely Written report is submitted, any obligations which Melspring has pursuant to it shall be confined to its liability as stipulated in Article 11 and the relevant Client shall not have any further claim against Melspring.
- 9.4. A Client shall not be at liberty to return any Products for as long as Melspring does not accept In Writing that there are grounds for the relevant complaint after examining the matter and does not consent to those Products being returned. Products shall always be returned at the risk and expense of the relevant Client.
- 9.5. Under no circumstances shall any defect in a separate consignment of Products which constitutes part of a part delivery confer entitlement on the relevant Client to cancel the entire Agreement concerned.
- 9.6. A Client shall not be entitled to file a complaint in relation to any Products which have been fully or partially processed,

- treated or put into service, which that Client has sold or which Melspring is unable to inspect for any reason whatsoever. Neither shall a Client be entitled to lodge a claim in respect of any defect which occurs due to the improper use of a Product or an accident for which Melspring may not be held culpable.
- 9.7. In the event that Melspring supplies more or less than what has been agreed, this may not constitute grounds for a complaint. In that case the relevant Client shall nevertheless be entitled to pay proportionately less or shall have a duty to pay proportionately more.
- 9.8. A legal claim must be filed within one (1) year after such timely claim has been made on pain of ceasing to apply.
- 10. Warranty**
- 10.1. Melspring warrants that the Products will comply with what the parties have agreed in terms of their quantity, weight, composition and quality subject to any marginal discrepancies that are generally accepted within the industry for a period of one (1) year following its delivery. In so far as Melspring has sold any Products to a Client based on a quality description provided by a Melspring supplier, Melspring shall not have a duty to supply anything in excess of such quality description.
- 10.2. The aforementioned warranty set out in the foregoing clause shall not apply in the event that:
- any defects which are discovered cannot be ascribed to a Product which has been supplied or its defective workmanship and they must be deemed to be the result of inappropriate or improper use;
  - any defects which are discovered in a Product are due to any inexpertly performed action by someone other than Melspring itself or the use of that Product for a purpose other than its intended one;
  - the Products have not been preserved in a manner that is customary within the sector;
  - the conditions stipulated on the relevant Product or in the relevant user manual have not been complied with.
- 10.3. In all circumstances Melspring's liability pursuant to its obligations pursuant to this warranty shall be confined to the value of the purchase price paid for the relevant Products.
- 11. Liability**
- 11.1. Melspring shall not be liable for any loss suffered by a Client or any other party except in so far as there has been any wilful act or omission, or wilful recklessness on the part of Melspring which cannot be legally excluded.
- 11.2. Melspring shall not be liable for any loss which is occasioned by its staff or any other person engaged for the purposes of executing its Agreement with the relevant Client. This exclusion shall also include a wilful act or omission and gross recklessness in so far as such person is not responsible for managing its execution.
- 11.3. Melspring shall not be liable for any loss which is due to a Client's liability in relation to any third party on any grounds whatsoever.
- 11.4. The exclusion of liability provided for in Articles 11.1, 11.2 and 11.3 above shall apply with regard to any form of loss, including direct or indirect loss, loss due to the disruption of business, loss of earnings and any other form of consequential loss.
- 11.5. A Client shall have a duty to indemnify or hold Melspring harmless against or in relation to any claim made by a third party for compensation for any loss in respect of which Melspring's liability is excluded in its relationship with that Client pursuant to these Terms and Conditions.
- 11.6. Whatever the case, any liability on the part of Melspring shall be confined to the sum which is paid out pursuant to the liability insurance taken out by Melspring. In so far as the insurer does not proceed with a payout for any reason whatsoever, Melspring's liability shall be confined to no more than the value of the invoice applicable in respect of that part of the relevant Agreement pursuant to which that liability arises.

**12. Force majeure**

- 12.1. In the event that Melspring is prevented from executing all or part of an Agreement, the deadline by when it may comply with its obligations shall be extended. Furthermore, in the case of *force majeure* Melspring shall be entitled to suspend the execution of an Agreement or, acting at its own discretion, to treat the relevant Agreement as having been fully or partly rescinded in the absence of any judicial intervention and without Melspring having a duty to provide any compensation.
- 12.2. *Force majeure* is deemed to refer to, amongst other things, but shall not be confined to a strike, fire, a malfunction of machinery or any other disruption of business affecting Melspring or its suppliers of Products and services, the disruption of transport, insurrection, economic disruption, an epidemic, floods, storms and also any delay or failure to effect delivery on the part of Melspring or a failure to obtain a licence or permit stipulated by the relevant public authorities.
- 13. Industrial and intellectual property**
- 13.1. In the event that and in so far as any Products have been created or supplied in accordance with a stipulated design provided by a Client, the latter shall warrant that such Products do not constitute an infringement of any rights (of industrial and/or intellectual property) held by a third party. A Client shall indemnify Melspring against any claim made by another party in this respect. A Client shall compensate Melspring for any costs, loss or interest arising due to any infringement of a third party's proprietary rights.
- 13.2. In the event that a claim is filed against Melspring or any of its suppliers, Melspring shall notify the relevant Client of this and the latter shall be required to take any action at their own expense to ensure that such claim (alleged or otherwise) ceases to exist, which is deemed to include taking legal action where necessary. Acting at the relevant Client's request, Melspring hereby undertakes to grant assistance in return for compensation for the costs involved.
- 13.3. Any industrial and/or intellectual property rights to any design draft, tool and/or Product which Melspring produces at a Client's behest shall at all times be vested in Melspring.
- 13.4. A Client may not replicate, publicise or disclose to a third party any Products supplied by Melspring without the latter's prior consent other than as permitted pursuant to the use thereof envisaged in the relevant Agreement.
- 13.5. Melspring shall be entitled to affix names, figure or other marks, codes and/or other types of designations to Products in order to make it possible to trace their origin.
- 14. Execution of an Agreement**
- 14.1. Melspring shall be entitled to outsource jobs to other parties for the purposes of executing an Agreement. Melspring shall also be entitled to cancel an Agreement. In the event that Melspring has already commenced execution, it shall pay the relevant Client for any costs involved in switching to another supplier.
- 14.2. A Client shall always be required to ensure the timely presentation to Melspring of any ancillary materials, facilities, data and information which is required to ensure that the relevant Agreement is executed properly. Any ancillary materials, which are at any rate deemed to include but are not confined to media containing data files, drawings, recipes, designs and samples, and which a Client places at Melspring's disposal for the purposes of having the relevant work carried out shall be sent to Melspring carriage paid and shall become the latter's property. These provisions shall also apply in the case of any ancillary materials which a Client has produced or has arranged to have produced for the purposes of an Agreement concluded with us. The relevant Client shall be liable for any damage inflicted on such ancillary materials. Furthermore, a Client shall warrant that any data, ancillary materials or information which they supply to Melspring is or are accurate, complete and reliable.
- 14.3. A Client shall have a duty to ensure the timely availability of any permits, exemptions or other rulings required for the purposes of executing an Agreement.
- 14.4. A Client shall undertake to sign all of the statements which Melspring deems to be advisable in respect of any ancillary materials.

**15. Non-disclosure**

- 15.1. A Client and their staff (whether on temporary assignment or otherwise), as well as any business that they engage and its personnel (whether on temporary assignment or otherwise) shall have a duty not to disclose any information which the Client knows or may reasonably be expected to know is confidential and to use it solely for the purposes of executing the relevant Agreement. All personal data, information which can be traced back to Melspring's suppliers and/or clients, Melspring's operating procedures and any business information, models, designs, drawings or other documents which Melspring places at a Client's disposal, as well as any know-how which a Client acquires through Melspring are at any rate deemed to be confidential.
- 15.2. A Client shall be required to return all models, designs, drawings and other documents which Melspring has placed at their disposal to the latter immediately as soon as the relevant Agreement expires, is terminated or is not concluded.
- 15.3. A Client shall not disclose or replicate any of the information referred to in this article except after receiving Written consent from Melspring. A Client shall have a duty to adopt appropriate measures for this purpose.
- 15.4. In the event that a Client is required to disclose technical data or documentation to any other party for the purposes of executing an Agreement, they shall have a duty to impose a duty of non-disclosure identical to that set out in this article on such other party after receiving Written consent from Melspring for this purpose.
- 15.5. In the event that a Client breaches one (1) or more provisions of this article, they shall forfeit a penalty amounting to EUR 25,000.00 in the case of each breach, which shall become payable to Melspring immediately in the absence of any further notice of default and subject to Melspring's entitlement to seek full compensation.

**16. Assignment of rights and duties**

- 16.1. A Client shall not be permitted to assign one (1) or more of their rights and/or duties pursuant to the relevant Agreement to another party in full or in part without Melspring's prior Written consent.
- 16.2. A Client shall not outsource all or part of the fulfilment of their obligations pursuant to an Agreement to any other party without Melspring's prior Written consent.
- 16.3. A Client shall at all times remain liable for an Agreement concluded between them and Melspring in all circumstances.
- 16.4. In the event that a Client breaches one (1) or more provisions of this article, they shall forfeit a penalty amounting to EUR 25,000.00 in the case of each breach, which shall become payable to Melspring immediately in the absence of any further notice of default and subject to Melspring's entitlement to seek full compensation.

**17. Suspension and cancellation**

- 17.1. In the event that a Client fails to comply with any obligation arising for them pursuant to an Agreement or these Terms and Conditions or to do so properly or on time, or in the event that Melspring may reasonably expect the Client to fail to comply with any of their obligations towards it, Melspring shall be entitled to suspend the further execution of the Agreement concerned by means of a Written notice to this effect without having a duty to provide any compensation but subject to any other rights it has, in particular, its entitlement to compensation for the loss in question. In such a case any claim which Melspring has against the relevant Client shall fall due in its entirety with immediate effect. Melspring shall have a duty to set off such a claim against all of the claims which the relevant Client may have against it, whether or not they have already fallen due.
- 17.2. In the event that a Client:
- is declared bankrupt, has the legally stipulated debt rescheduling procedure for natural persons declared applicable in their case, files for bankruptcy, applies for a moratorium on payments or the application of the legally stipulated debt

rescheduling procedure for natural persons, proceeds to assign their estate or their assets (or part thereof) are attached;

- is placed in the care of a guardian or otherwise loses the power of disposal over their assets or part thereof;
- proceeds to close down or transfer their business or part thereof, which is deemed to include bringing their business into a company which already exists or which is to be incorporated, or proceeds to amend the objects of their business;
- dies;
- fails to comply with any of their obligations pursuant to the law, the relevant Agreement or these Terms and Conditions, and/or fails to do so properly or on time;

Melspring shall be entitled to cancel all or part of the relevant Agreement with immediate effect and without any further notice of default or judicial intervention by means of a Written notice to this effect subject to any other rights it may have. Melspring shall have a duty to set off such a claim against all of the claims which the relevant Client may have against it, whether or not they have already fallen due.

- 17.3. In any of the cases referred to in Clause (1) or (2) the relevant Client shall have a duty to place any unpaid Products which they have in their possession at Melspring's disposal when Melspring first requests this. In that case Melspring shall be entitled to repossess such Products wherever they may be held and to enter the relevant Client's buildings and grounds where necessary.

## **18. Processing of personal data**

- 18.1. Personal data (such as the contact details of suppliers and clients) may be processed for the purposes of executing an Agreement. Melspring shall be deemed to be a data controller pursuant to and in accordance with the applicable privacy legislation. The processing of personal data shall be governed by Melspring's privacy statement. More information may be found in that privacy statement about processing by Melspring. Melspring's privacy statement may be consulted on its website at [www.melspring.nl](http://www.melspring.nl).

## **19. Other**

- 19.1. These Terms and Conditions are available in Dutch, English, German and French. In the event of a conflict of meaning between them the Dutch text shall prevail.
- 19.2. 18.1 Any Agreement with a Client, and these Terms and Conditions shall be governed by and construed in accordance with the law of the Netherlands, including the Vienna Sales Convention (the Convention on International Sales of Goods).
- 19.3. Any dispute which arises pursuant to an Agreement with a Client and/or these general Terms and Conditions shall be brought before a competent court of law in Arnhem, the Netherlands, subject to the proviso that Melspring shall be entitled to file a claim against a Client before any other legal tribunal which enjoys jurisdiction in accordance with national or international law or treaties.

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