

Clause 1. General

1.1 In these General Terms and Conditions the terms set out below have the following meaning:

- 'Clause': a clause in these General Terms.
- 'Dealer': any company that is purchasing the Products from Purchaser to resell and/or install into vehicles.
- 'General Terms': these General Terms and Conditions.
- 'in writing': in a written form.
- 'Parties': VIALLE and the Purchaser.
- 'Products': the product(s) and component(s) sold by or on behalf of VIALLE.
- 'Purchase Order': an agreement regarding the sale and purchase of one or more Products.
- 'Purchaser': the company entering into a Purchase Order with VIALLE.
- 'VIALLE': the private company with limited liability Vialle Autogas Systems B.V., having its registered office at Eindhoven, the Netherlands, listed in the Trade Register of the Chamber of Commerce of Eindhoven under number 63468417.

Clause 2. Applicability

- 2.1 The General Terms are applicable to all offers, quotations, the Purchase Order and (other) legal relationships between VIALLE and the Purchaser concerning the Products.
- 2.2 The applicability of any general (purchase) conditions of the Purchaser or any conditions of the Purchaser which conditions are referred to in any quotation, price list, order, invoice or in other correspondence are explicitly rejected by VIALLE unless explicitly otherwise agreed in writing. The General Terms always prevail over any conditions of the Purchaser.
- 2.3 VIALLE will at all times be entitled to amend the General Terms. Such an amendment will become effective five (5) days after the date on which the amended General Terms have been sent to the Purchaser. If the Purchaser objects in writing to the amendment within these five (5) days, the original General Terms will continue to be applicable with regard to the existing Purchase Order by the Purchaser.
- 2.4 Moreover, any deviations, modifications or additions to the General Terms will only be effective if they have been confirmed in writing by an authorized representative of VIALLE.
- 2.5 The fact that VIALLE does not immediately exercise any right derived from these General Terms will not constitute a waiver and neither will any partial exercise exclude any further exercise of the right. The Purchaser can never exercise any right on the basis of the fact that VIALLE has applied the

General Terms leniently. Any waiver of any breach of the terms and conditions of the General Terms shall be entirely without prejudice to the rights arising to either Party in the event of any further breach after any such waiver has been given.

- 2.6 The relationship between VIALLE and Purchaser is solely that of seller and buyer. Purchaser acts as an independent contractor and for its own account and risk. These General Terms shall not create in any manner or for any purpose whatsoever an employer-employee, a principal-agent, a principal-distributor or partnership relationship between Purchaser and VIALLE and Purchaser shall not enter into any contracts in the name of VIALLE and shall not have the authority to create any obligation on behalf of or to bind VIALLE, to collect money on behalf of VIALLE or to make other representations.

Clause 3. General obligations of the Purchaser

- 3.1 Purchaser commits itself to safeguard the interests of VIALLE in a proper and respectable business manner.
- 3.2 Without prior consent of VIALLE, Purchaser may not resell and/or distribute Products outside of the country the Purchaser is officially registered.
- 3.3 Purchaser warrants that it has all permits, licenses, and other authorizations necessary to conduct its business, related to the Purchase Order.

Clause 4. Modifications to Products

- 4.1 VIALLE reserves the right to modify or improve Products at its sole discretion. This includes the right of VIALLE to introduce new versions of a Product as well as the right to withdraw a Product or any part thereof from VIALLE's range of products. Purchaser shall not be entitled to whatever compensation in connection with a modification or withdrawal of Products or parts thereof, nor will VIALLE be liable for damages by Purchaser or claims by third parties.
- 4.2 Purchaser is not allowed to make any modifications to Products.

Clause 5. Legislation and regulations

- 5.1 The Purchaser shall in its own name and at its own costs apply for all required registrations of the Products. In the event of use outside the Netherlands the Purchaser itself must verify whether its use is suitable for the use locally and complies with the conditions required by legislation and regulations.
- 5.2 The Purchaser shall perform its activities with due observance of all applicable legislation and regulations. Insofar as applicable, Purchaser shall obtain all required licenses for the sale, promotion and marketing of the Products.
- 5.3 Purchaser shall use its best endeavors to answer and otherwise deal with all enquiries and requests of the authorities in respect of registration and VIALLE shall use its best endeavors to supply Purchaser with all relevant information in connection therewith.

Clause 6. Offers, quotations and formation of the Purchase Order

- 6.1 All offers and quotations of VIALLE are without obligation, unless explicitly otherwise determined and confirmed by VIALLE in writing. All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Purchase Order.
- 6.2 The Purchaser warrants and guarantees VIALLE that the (business) information provided by the Purchaser to VIALLE in the application or order is accurate and complete.
- 6.3 A Purchase Order will only be concluded after a written confirmation of the Purchase Order by VIALLE. After ordering, Purchaser will receive a written order confirmation and payment instructions. The invoice sent to the Purchaser must be paid in full within the set period. After order confirmation, Purchaser can not cancel or modify the Purchase Order. After payment of the purchase price is received by VIALLE, the Products will be available for shipment. VIALLE will issue transportation documents to Purchaser within three (3) working days after payment receipt. Purchaser warrants that a signed CMR of the shipment is returned to VIALLE within five (5) working days from receipt of the Products. In case Purchaser does not or not completely fulfill this last-mentioned obligation, Purchaser agrees to reimburse VIALLE for the resulting damage (taxes and other costs).
- 6.4 Subject to any evidence to the contrary the accounts of VIALLE will be decisive and binding with regard to the contents of the Purchase Order and these details serve as evidence of the Purchase Order.
- 6.5 VIALLE will at all times be entitled to refuse in whole or in part an application or Purchase Order without stating the reasons even if the Purchaser has already previously bought Products from VIALLE, without becoming liable to pay damages in any way whatsoever by doing so.
- 6.6 VIALLE is not responsible for any misunderstandings or delays as a result of the (electronic) means of communication used in the communications between the Purchaser and VIALLE. Any typing errors, colour differences or apparent mistakes and/or deviations in product details, illustrations, models or prices of the Products on flyers, brochures, catalogues, price lists, websites or in other statements by VIALLE are explicitly reserved and cannot be invoked against VIALLE.

Clause 7. Prices and administrative costs

Unless otherwise specified, the prices of the Products:

- (i) are expressed in euro currency (€);
- (ii) include the costs for standard packaging material;
- (iii) are exclusive of value added tax or any tax or charges due as a result of the sale of the Products; and

- (iv) do not include costs relating to transportation, forwarding costs, insurances, any import or export levies and other government levies.

Clause 8. Payment

- 8.1 Whatever the means of payment used, payment shall not be deemed to have been effected before VIALLE's account has been fully and irrevocably credited.
- 8.2 The Purchaser will not be entitled to suspend its payment obligation or make any deductions from or set-off its debt to VIALLE against a counterclaim on VIALLE.
- 8.3 Unless otherwise agreed upon in writing, all payments must have been received within five (5) working days after receipt of the payment instructions, failing which VIALLE - without prejudice to the other rights of VIALLE - gives no guarantees that the Products will be ready for shipment within three (3) working days after payment of the purchase price is received by VIALLE. In that case the Purchaser will also be in default by operation of law, and therefore without any further notice of default being required, and the Purchaser will owe interest due to late payment as from the invoice date onwards of 1.5% per month (including a part of a month) and (extra-)judicial costs.
- 8.4 In case of default of the Purchaser the court costs and extra-judicial collection costs of all amounts owed to VIALLE will be at the expense of the Purchaser. The extra-judicial costs amount to fifteen percent (15%) of the principal sum due with a minimum of € 250, on the understanding that if the actual collection costs exceed this, the Purchaser must compensate the full costs incurred by VIALLE and notwithstanding its (legal) rights in the event of a breach of contract by the Purchaser. In addition, the Purchaser will be obliged to fully compensate VIALLE for the court costs.

Clause 9. Delivery

- 9.1 After payment of the purchase price VIALLE will provide Purchaser all documentation and information for shipping purposes.
2. Unless explicitly otherwise agreed with VIALLE in writing, the delivery of the Products will be ex works Eindhoven, the Netherlands ('Ex Works' according to the Incoterms). Purchaser will take care of the transport of the Products ordered by the Purchaser and the transport will be at the expense and risk of the Purchaser. The Purchaser will determine the manner of transport and the means of transport and Purchaser will appoint the carrier. Damage to the Products caused by loading or in transit is for Purchaser's expense and risk.
3. Delivery times and periods agreed between the Parties and/or specified by VIALLE can never be considered as deadlines. Delays in the agreed delivery period are not considered as constituting a fault in the performance of the Purchase Order by VIALLE and do not constitute negligence by VIALLE and cannot (for that reason) result in any liability of

VIALLE for damages. The Purchase Order between VIALLE and the Purchaser cannot be dissolved by the Purchaser on the grounds that the delivery period has been exceeded.

Clause 10. Complaints and period of limitation

- 10.1 The Purchaser is obliged to check the Products delivered by or on behalf of VIALLE immediately on having received the Products with regard to any short deliveries, missing items, inaccurate or faulty delivery.
- 10.2 Short deliveries, missing items, inaccurate or faulty delivery must be reported to VIALLE in writing stating the reasons within five (5) days after the receipt. Failing which, the rights of the Purchaser in this respect will lapse and the risk of any short deliveries, missed items, inaccurate or faulty delivery will remain at the expense and risk of the Purchaser and therefore the Purchaser will no longer be entitled to rectification, replacement or compensation.
- 10.3 Complaints with regard to invoices must be submitted to VIALLE in writing stating the reasons within three (3) days after the invoice date, failing which the rights of the Purchaser in this respect will lapse.
- 10.4 If it becomes an established fact that a complaint is unfounded, the associated costs resulting from it including the costs of examination incurred on the part of VIALLE, will be fully at the expense of the Purchaser.
- 10.5 If Products, despite of proven correct installation and usage, allegedly caused an injury to persons or property, Purchaser will immediately notify VIALLE of such occurrences. Purchaser will co-operate with VIALLE in the investigation of all complaints for regulatory and product liability purposes. Purchaser shall, in addition, assist in whatever corrective actions are necessary and shall undertake all necessary actions to limit further damages and cost.
- 10.6 Complaints as meant in this Clause do not suspend the payment obligations of the Purchaser. In that case the Purchaser also remains obliged to buy the remaining ordered Products and to pay for them.

Clause 11. Retention of title and pledging

- 11.1 VIALLE retains the title to all Products it has delivered to the Purchaser until the moment that all debts which the Purchaser owes to VIALLE under the Purchase Order or any other agreements, including any interest and (collection) costs, have been paid in full to VIALLE, all this as meant in Section 3:92 subsection 2 of the Dutch Civil Code.
- 11.2 For as long as integral payment of all the Purchaser's debts to VIALLE has not taken place, the Purchaser will not have the power or be entitled to place the Products subject to VIALLE's retention of title, in actual fact beyond its control, to dispose of them or to encumber them with any right, other than in the course of its normal daily business operations. The Purchaser shall at the request of VIALLE assist VIALLE in taking any measures

necessary to protect VIALLE's title to the Products in the country concerned.

- 11.3 The suspensory condition as meant in Section 3:92 subsection 1 of the Dutch Civil Code will not be satisfied in the event of payment in connection with a debt of the Purchaser to VIALLE by a third party who because of that payment subrogates in the rights of VIALLE.
- 11.4 In the event that and insofar as VIALLE's ownership of the Products delivered to the Purchaser ends, the Purchaser will now for then in advance grant to VIALLE a first pledge on all Products delivered or to be delivered by VIALLE to the Purchaser as well as on its claims under the insurances as meant in this Clause. This pledge serves as an additional security for all existing and future claims which VIALLE has or will have on the Purchaser for any reason whatsoever. The Purchaser states that it is entitled to grant this pledge and also that the pledged items and claims are neither encumbered with restricted rights nor that these restricted rights have been established in advance.
- 11.5 VIALLE grants an irrevocable power of attorney to perform for and on behalf of the Purchaser all legal acts to establish the said pledges, insofar as they have not yet been established. The applicability of Section 3:68 of the Dutch Civil Code is excluded. Notwithstanding the foregoing the Purchaser is moreover also obliged to perform all (legal) acts at the first request of VIALLE to this end which are or might be required in connection with the pledging meant in this Clause.
- 11.6 As soon as the Purchaser fails to fulfill its obligations to VIALLE, VIALLE will have the power and be entitled to take back the Products or to take possession of them as the pledgee without any further notice of default being required. In order to carry out the said purpose, the Purchaser authorizes VIALLE now for then to access the place(s) or have the places accessed where the Products are situated, even when they might be placed with third parties holding the Products for the Purchaser.
- 11.7 For as long as the Products are owned by VIALLE or it has a pledge on them the Purchaser will be obliged to take out proper insurance against theft, fire, explosion, water and other damage for the respective items and to provide VIALLE with the policy of the respective insurances for inspection at the first request to this end.
- 11.8 If the Purchaser defaults on payment and VIALLE, exercising its retention of title as meant in this Clause, takes back the delivered Products, the associated costs will be at the expense of the Purchaser.

Clause 12. Promotion activities

- 12.1 The Purchaser shall undertake promotion activities at its own expense, including the translation of official specification sheets, instructions, catalogues and price lists. Without the prior written consent of VIALLE, Purchaser is not allowed to make use of the VIALLE trademarks, trade names in any promotional material or any other documentation.

12.2 VIALLE reserves the right to make any changes to the content of flyers, brochures, catalogues, price lists, website or any other of its statements and VIALLE will not be bound by them.

12.3 Purchaser is not authorized to make any representation regarding Products which is not in accordance with the printed official specification sheets, instructions, catalogues, price lists or other official material provided to Purchaser by VIALLE.

Clause 13. Warranties

13.1 The Products will, as standard condition, be delivered in accordance to the current EC R67 certification or, by prior written agreement between VIALLE and Purchaser, in accordance with another certification.

13.2 VIALLE delivers its Products with a standard product warranty of 24 months or 100,000 (one hundred thousand) kilometers (whatever comes first), after installation in the vehicle. Additional warranty programs may apply for specific products or markets. For service parts the product warranty is limited to 12 months from VIALLE's invoice date. Unless otherwise specified with Purchaser in writing, VIALLE will solely replace faulty Products, on accepted warranty claims, without compensation for labour and handling cost.

13.3 Except the warranties as set forth in these General Terms, VIALLE makes no warranties, expressed or implied, with respect to the Products.

Clause 14. Obligations of Purchaser and Dealers

14.1 By entering into the Purchase Order the Purchaser commits itself unconditionally to make at its own expense and risk all repairs, alterations or replacements required in respect of warranty claims as mentioned in Clause 13.2 by its Dealers and/or customers.

14.2 The Purchaser will indemnify and hold VIALLE harmless against claims of third parties for loss for which VIALLE is not liable pursuant to the provisions of the General Terms. Purchaser warrants that the installation, repair, alteration or replacement will be performed by specialized, well equipped and specialized engineers and Dealers.

Clause 15. Liability

15.1 Except insofar as exclusion of liability by virtue of applicable mandatory law is not possible, VIALLE will not be liable for any unlawful acts or an (attributable) shortcoming in the fulfillment of its obligations or on the basis of any other legal ground.

15.2 Notwithstanding the provisions in the first paragraph of this Clause VIALLE will never be liable for:

- a. trading, consequential or indirect loss (including but not limited to lost profit, lost savings, loss of data, loss of goodwill, loss as a result of operational stagnation or other financial loss), suffered by Purchaser and/or customers;

b. loss as a result of the intention or conscious recklessness of non-managerial employees of VIALLE or third parties engaged by VIALLE;

c. personal injury of end-users or of third parties as a result of the use of the Products (or the packaging);

d. defects which are caused by faulty maintenance or faulty repair by the Purchaser, or by its Dealers and/or customers ;

e. normal wear and tear or deterioration;

f. Product failures due to fuel contamination.

15.3 Conditions limiting, excluding or determining liability which can be invoked by third parties against VIALLE, can also be invoked by VIALLE against the Purchaser.

15.4 VIALLE shall not be liable for any damage to property caused by the Products after they have been delivered and whilst they are in the possession of the Purchaser.

15.5 If the Purchaser becomes aware that an incident has occurred in connection with the Products delivered by VIALLE which results in or can result in product liability as meant in Section 6:185 et seq. of the Dutch Civil Code, the Purchaser must inform VIALLE of this in writing immediately but at the latest on the first working day it becomes aware of it, stating as accurately as possible the type of Products and the circumstances under which the incident occurred. Moreover, the Purchaser will in that case be obliged to immediately discontinue the use of all similar Products (with the same catalogue number) and to return them to VIALLE to be checked at the first request of VIALLE to this end or to enable an expert to be appointed by VIALLE to investigate the respective Products on site. In addition, if the respective Products are intended for resale to third parties, the Purchaser shall immediately stop the sale and immediately inform its Dealers and/or customers who have received similar Products (with the same catalogue number) and also give VIALLE the opportunity to do its utmost to investigate the respective Products in stock and Products already delivered to third parties or have them investigated.

15.6 If the Purchaser does not or not within due time fulfill its obligations arising from paragraph 5 of this Clause, its right to compensation will lapse and VIALLE will be entitled to recover its loss from the Purchaser if and insofar as that loss is higher because the Purchaser has not or not within due time fulfilled those obligations.

Clause 16. Force Majeure

16.1 If, after the conclusion of a Purchase Order, circumstances occur or become known which VIALLE did not know about or did not ought to have known on entering into that Purchase Order as a result of which VIALLE cannot or not within due time fulfill its obligations towards the Purchaser, VIALLE will not be in default, shall not be responsible for any failure to perform or delay in performance of any of its obligations and VIALLE will be entitled to suspend its obligations.

- 16.2 The circumstances meant in the first paragraph of this Clause also include any circumstance beyond the control of VIALLE which prevent the performance of the Purchase Order permanently or temporarily and which is not attributable to VIALLE. This also includes: (threat of) war, riots, work strikes, (natural) disasters, accidents, government measures (governmental requirements and regulations and restrictions imposed by law), judicial action, import and export prohibitions, transport problems, fire and disruptions in the business operations of VIALLE and/or its suppliers and manufacturers, interruptions in internet communications and/or on the computer network used by VIALLE and/or its suppliers and manufacturers, delays with regard to or the omission of deliveries of suppliers and manufacturers of the Products and/or the withdrawal of permits of VIALLE and/or its suppliers and manufacturers.
- 16.3 If as a result of the circumstances referred to in this Clause the performance by VIALLE has become permanently impossible, VIALLE will be entitled to claim that the Purchase Order be changed such that its performance by VIALLE remains possible unless in the given circumstances this cannot reasonably be required of the Purchaser and dissolution would be justified. In the latter case the respective Purchase Order will be dissolved without the Purchaser being able to claim any compensation.
- 16.4 For as long as a force majeure situation as meant in this Clause exists, the delivery and other obligations of VIALLE will be suspended. If due to force majeure the period during which the fulfillment of the obligations by VIALLE is not possible for more than three (3) months, the Parties will consult to come to a mutually agreeable solution. If the Parties do not reach a mutually agreeable solution within the following three (3) months period, either Party shall have the right to dissolve the Purchase Order without there being any obligation to pay compensation in that case.
- 16.5 If on the occurrence of a force majeure situation, VIALLE has already partly performed its obligations as meant in this Clause or can only partly fulfill its obligations, it will be entitled to invoice separately the part already delivered or to be delivered and the Purchaser will be obliged to pay this invoice as if it related to a separate Purchase Order.
- Clause 17. Recall obligation**
If VIALLE is obliged to recall from the market the Products delivered or to be delivered, the Purchaser will be obliged to render its full assistance in this connection. In that case VIALLE has the right to dissolve the Purchase Order.
- Clause 18. Use of VIALLE brand name, trademarks, trade names or Intellectual property**
- 18.1 Purchaser may only use the VIALLE brand name, trademarks or trade names in relation to the reselling of the Products.
- 18.2 Purchaser is granted the right to use the VIALLE information and documentation (such as installation manuals etc.) and translate these in local language. Use of these information and documents in local language is only allowed if the translation shows the exact same information, essence and pictures, illustrations or graphs as issued by VIALLE.
- 18.3 Purchaser recognizes, and does hereby acknowledge, the validity and exclusive ownership of VIALLE of all intellectual property rights regarding the Products as well as specification sheets, instructions, catalogues, price lists or other official material, such as but not limited to patents, design rights, copyrights, trademarks and trade names of VIALLE. VIALLE shall retain the entire right, title, and interest in any registrations of its trademarks and trade names. The Purchaser is not allowed to reproduce, publicize or imitate the Products in whole or in part without the prior written consent of VIALLE. Furthermore Purchaser is allowed to use Vialle key components of the Products in combination with non-Vialle components in a conversion system, accepting Vialle rejects any responsibility for such a composed system.
- 18.4 Without the prior written consent of VIALLE the Purchaser will not allege to have or register any intellectual property rights or domain names in connection with the Products or the name and logo of VIALLE and names of the Products.
- 18.5 VIALLE is not liable to the Purchaser and has therefore no obligation whatsoever to protect or compensate the Purchaser against or for any possible (alleged) infringement of any intellectual property right of third parties as a result of the use of the Products and/or the name and logo of VIALLE or Products.
- 18.6 Purchaser shall promptly inform VIALLE of any claims or proceedings made or brought against Purchaser in respect of the Products or intellectual property rights, and shall permit VIALLE to have full care and control of any such proceedings or negotiations in the name of Purchaser and shall take all action and provide all assistance as VIALLE may require to enable VIALLE to consider, avoid, dispute, defend, resist, appeal or compromise any such claims or proceedings. VIALLE agrees to reimburse Purchaser on presentation of appropriate documentary or other evidence for all costs and expenses, which - upon VIALLE's prior written approval - have been incurred by Purchaser pursuant to this Clause.
- 18.7 In the event that Purchaser learns of any infringements or imitations of the intellectual property rights or of any use by any person of products similar to the Products or of any acts of unfair competition involving the Products or knockoffs thereof, it will promptly notify VIALLE thereof. VIALLE will thereupon take such actions as it deems advisable for the protection of VIALLE's rights in and to the intellectual property rights, including, but not by way of limitation, requiring Purchaser to take action in VIALLE's name and on VIALLE's behalf, and Purchaser shall co-operate with

VIALLE in all respects to the reasonable limit of their ability. In no event, however, will VIALLE be required to take any action if it deems it inadvisable to do so and Purchaser will have no right to take any action with respect to the intellectual property rights or the Products without VIALLE's prior written consent.

Clause 19. Exigibility, dissolution and suspension

19.1 In the event of dissolution or suspension of the Purchase Order by VIALLE as a result of a non-attributable failure of VIALLE, VIALLE will not be obliged to pay any compensation to the Purchaser or give any warranty notwithstanding the other rights of VIALLE.

19.2 A Purchase Order between VIALLE and the Purchaser can immediately be dissolved or suspended in whole or in part by VIALLE by means of a written statement without any judicial intervention and without any notice of default being required, notwithstanding any other rights of VIALLE:

- a. if after the Purchase Order has been concluded VIALLE becomes aware of circumstances which give good reasons for VIALLE to fear that the Purchaser will not fulfil its obligations;
- b. in the event of the non-performance by the Purchaser of its obligations to VIALLE and the Purchaser still not fulfilling its obligations within fourteen (14) days after a written notice of default from VIALLE;
- c. if circumstances arise with regard to persons and/or materials of whom/which VIALLE makes use or is in the habit of making use in the performance of the Purchase Order which are of such a nature that the performance of the Purchase Order becomes impossible or so problematic and/or disproportionately expensive that the fulfillment of the Purchase Order can no longer reasonably be required;
- d. if the Purchaser does not, not within due time or not properly fulfill the obligations arising for it from any Purchase Order;
- e. in the event of an application for and a grant of bankruptcy or moratorium or seizure with regard to the Purchaser or in the event of a close down or winding up or the full or partial transfer of its business operations ('change of control').

Clause 20. Transfer

20.1 VIALLE is entitled to transfer its rights and obligations with regard to the Purchaser arising from the General Terms and/or the Purchase Order to a third party.

20.2 Without the express consent in writing of VIALLE Purchaser is not entitled to transfer its rights and obligations with regard to VIALLE arising from the General Terms and/or the Purchase Order to a third party.

Clause 21. Invalidity/nullification

21.1 If any of the terms and provisions of these General Terms or of the Purchase Order are determined to be invalid or unenforceable by any court of

competent jurisdiction, it shall not invalidate the rest of these General Terms or of the Purchase Order, which shall remain in full force and effect as if such terms and provisions had not been part of these General Terms or of the Purchase Order with the Purchaser.

21.2 The invalid provision will be replaced by a valid provision taking into account and approaching as closely as possible the purport and purpose of the invalid or null and void provision. The Parties will replace the invalid Clauses by clauses which come economically to the same effect.

Clause 22. Evidence

Subject to counter-evidence the accounts of VIALLE are considered as constituting evidence of the Purchase Order entered into and the payments made by the Purchaser and the deliveries made by VIALLE.

Clause 23. Applicable law and dispute settlement

23.1 All offers, quotations, the Purchase Order and other agreements and legal relationships between VIALLE and the Purchaser to which these General Terms apply as well as any disputes arising from them are governed by and construed in accordance with Dutch law.

23.2 The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

23.3 Any dispute between the Parties in relation to offers, quotations, the Purchase Order and other agreements and legal relationships between VIALLE and the Purchaser or their execution to which these General Terms apply, will be submitted to the competent court in 's-Hertogenbosch, the Netherlands, unless VIALLE chooses to bring the case before the court of the Purchaser's domicile or another court with territorial jurisdiction pursuant to the law.