

General Terms and Conditions

General Terms and Conditions of Artificial Grass Specialists B.V., established at Botterweg 12M, 8042 PA Zwolle, Chamber of Commerce number 86171135.

Definitions:

1. **Customer:** the natural person or legal entity who has entered into an agreement with the supplier to purchase certain goods;
2. **General terms and conditions:** these general terms and conditions are general terms and conditions within the meaning of Article 6:231 of the Dutch Civil Code;
3. **Permanent data carrier:** any device that enables the customer or supplier to save information sent to them personally, in a way that makes future reference to and the unaltered reproduction of the stored information possible.
4. **Supplier:** Artificial Grass Specialists B.V.
5. **Offer:** the written and/or electronic quotation (the proposal) from the supplier to the customer to provide a service or services and/or a product or products at a certain price;
6. **Distance agreement:** an agreement concluded between a customer and a supplier whereby exclusive use is made of one or more techniques for distance communication until the conclusion of the agreement.
7. **Agreement:** the agreement or agreements, both verbally and in writing, between the customer and the supplier in which it is described or discussed orally, which products and supplier will deliver for what fee and under what conditions;
8. **Parties:** the supplier and customer together;

Article 1 - Applicability:

1. These general terms and conditions apply to all quotes, offers and agreements and any resulting legal relationship in connection with that between the supplier and a customer. All this insofar as the parties have not explicitly deviated from these general terms and conditions in writing.
2. These general terms and conditions also apply to any agreement in which the supplier involves third parties for the implementation of the agreement.
3. Provisions that deviate from the provisions included in these general terms and conditions only apply if and insofar as they have been established in writing in consultation with the supplier and have been accepted as such by the supplier. The agreed deviations from these general terms and conditions only apply to the relevant agreement and the customer cannot derive any rights from the agreed deviations from these general terms and conditions for future agreements with the supplier.
4. The applicability of general or specific terms and conditions used by the customer is hereby explicitly rejected.
5. The wording of these general terms and conditions is made available to the customer before the distance agreement is concluded. If this is not reasonably possible, the customer, before concluding the distance agreement, will be notified of the fact that the general terms and conditions are open for inspection at the supplier, a copy of which will be sent on request of the customer, free of charge and within the shortest possible term.
6. In derogation from paragraph 6 of this article, the wording of these general terms and conditions can be made available to the customer electronically if the distance agreement is concluded electronically, before it is concluded, in a way that enables the customer to easily save them to a permanent data carrier. If this is not reasonably possible, the customer, before concluding the distance agreement, will be informed as to where

the general terms and conditions can be inspected electronically, a copy of which will be sent on the request of the customer, electronically or otherwise, free of charge.

7. In the event of a conflict between provisions of the agreement and the text of the general terms and conditions, the provisions of the agreement will prevail.
8. In all cases in which an agreement with the customer ends, these general terms and conditions will continue to govern the legal relationships between the parties insofar as this is necessary for the settlement of that agreement.
9. If at any one time, one or more provisions of these general terms and conditions are partly or fully void or voided, the other provisions of these general terms and conditions continue to apply in full. In that case, the supplier and the customer will consult each other to replace the void or nullified provisions with new provisions, taking into consideration the objective and purport of the original provisions to the greatest possible extent.
10. The provisions of paragraph 10 of this article also apply to provisions from the (distance) agreement.
11. Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
12. In case of uncertainty about the interpretation or content of one or more provisions of our terms and conditions, they must be interpreted 'in the spirit' of these general terms and conditions.

Article 2 - Proposal

1. All offers or quotations issued by the supplier are of a non-binding nature. The supplier has the right to revoke quotations issued. Unless stated otherwise in the proposal, quotations are valid for a maximum of 14 days, counting from the date stated in the offer. The proposal is at all times based on the information provided by the customer.
2. The supplier may revoke the proposal within a maximum of two working days after receipt of its acceptance.
3. If the term of validity of a proposal is limited in time or subject to other conditions, the proposal must explicitly state this. If the customer does not accept a proposal or offer within the applicable term, the proposal or offer will lapse.
4. Offers and rates do not automatically apply to future agreements. The rates and prices of products are also seasonal.
5. If the supplier uses illustrations, they must be a true reflection of the products and/or services offered. Apparent mistakes or errors in the proposal do not bind the supplier.
6. A prepared proposal does not lead to an obligation on the part of the supplier to deliver part of the offered products against a corresponding part of the rate and/or price.
7. If the proposal or offer was prepared on the basis of information provided by the customer and this proves to be incomplete/incorrect or is changed later, the customer has the option of adjusting the specified delivery times and prices.
8. Models, examples, specifications of dimensions, colours, materials, weights and other descriptions in brochures, on the website and promotional material of the supplier are as accurate as possible and are only indicative. The customer cannot derive any rights from this.

Article 3 - Formation of the agreement

1. An agreement is concluded between the parties from the moment the customer makes a communication or expression to the supplier in any way, including the acceptance of the proposal (for example, but not limited to) an order via the E-store or in a written (electronic) manner.

2. If the customer has accepted the proposal electronically, the supplier will immediately confirm receipt of the acceptance of the proposal electronically. As long as receipt of this acceptance has not been confirmed, the supplier can dissolve the agreement.
3. If the agreement is concluded electronically, the supplier will take appropriate technical and organisational measures to secure the safe transfer of data and provide a secure web environment. If the customer can pay electronically, the supplier must have the appropriate safety measures in place.
4. Within the margins of the law, the supplier may investigate as to whether the customer will be able to meet his payment obligations, as well as inform himself of all those facts and factors that have a bearing on the sound conclusion of the agreement. If based on this investigation the supplier has valid grounds to decide against entering into the agreement, he is entitled to refuse an order or request, or to attach special conditions to the performance thereof, supported by reasons.
5. Every agreement is concluded under the suspensive condition that the products in question are readily available.
6. If the customer has made reservations or changes, in any capacity or of any nature, in the acceptance of a proposal, then in derogation from paragraph 1 of this article, the agreement will not be concluded until the supplier has notified the customer in writing that he agrees with these deviations from the proposal.
7. Other changes and additions to the originally concluded agreement between the customer and supplier are only valid from the moment these changes have been accepted by both parties by means of an additional or amended written agreement.
8. Insofar as the customer allows himself to be represented, in particular when representing a legal entity, and the (authorised) representative does not therefore enter into an agreement with the supplier in his own name, this (authorised) representative must exercise his authority to perform this legal act on behalf of the customer, with written evidence. Changes in the authority of the customer, of his (authorised) representatives, even if they have been entered in public registers, will only come into effect vis-à-vis the supplier after the supplier has been notified in writing by the customer.
9. Arrangements or agreements with employees of the supplier who are not authorised to represent the supplier do not bind the supplier, unless he has confirmed this in writing or electronically.
10. If an agreement is entered into with two or more customers, they are jointly and severally liable and the supplier is entitled to full performance against each of them.

Article 4 - Prices

1. All stated prices are in euros and are exclusive of VAT and exclusive of shipping and/or transport costs and other established levies and/or fees, unless explicitly stated otherwise.
2. If shipping and/or transport costs are charged, this will be clearly stated in good time before concluding the agreement.
3. In derogation from paragraph 1 of this article, the supplier can offer products or services whose prices are subject to fluctuations in the financial market and over which the supplier has no influence, with variable prices. The fact that the product is subject to price fluctuations and the that some prices serve as recommended prices only must be stated in the offer.
4. The prices stated in the offer only apply if the entire range is purchased from the offer. The customer can never purchase a part himself, based on the prices stated in an offer.
5. All prices are subject to printing and typing errors. No liability is ever accepted for the consequences of printing and typing errors. In the event of printing and typing errors, the supplier is not obliged to deliver the product according to the incorrect price.
6. If (cost) price-increasing circumstances arise for the supplier between the conclusion and the performance of the agreement due to, among other things but not limited to government measures, changes in laws and

regulations or currency fluctuations, the supplier may increase the agreed prices accordingly and inform the customer, on the understanding that the indexation is at most equal to the increase in the Consumer Price Index (CPI), Services Price Index (SPI) and Producer Price Index (PPI). This increase in prices does not give the customer the right to dissolve the agreement.

7. The customer is entitled to increase the prices annually.

Article 5 - Payment

1. The customer must pay within 14 days of the invoice date, in a manner to be stipulated by the supplier and in the currency given on the invoice, unless agreed otherwise. Any objections to the amount of the invoices do not suspend the obligation to pay.
2. The customer is obliged to immediately notify the supplier of any anomalies in the payment details that have been provided or stated.
3. The invoice is paid if and as soon as the amount due has been received in full by the supplier.
4. Ownership of products to be delivered will only transfer to the customer if and as soon as the amount due has been received in full by the supplier.
5. Only payments to the supplier discharge the customer from his payment obligations.
6. If payment in instalments has been agreed, the customer must pay in accordance with the instalments and the percentages set out in the agreement.
7. Payments made will first be applied to settle all interest and costs payable and secondly to settle outstanding invoices that have been payable longest, also if the customer states that the payment relates to a later invoice.
8. If the customer fails to make payment within the period set in paragraph 1 of this article, the customer is in default by operation of law. In that case, the customer owes interest equal to the statutory interest applicable at that time. The interest on the amount payable will be calculated from the moment the customer is in default until the moment the amount is paid in full.
9. In the event of winding-up, bankruptcy or insolvency, attachment or a moratorium on payments on the part of the customer, all claims of the supplier against the customer will become immediately due and payable.
10. All judicial and extrajudicial (collection) costs incurred by the supplier as a result of the customer's failure to fulfil his obligations by virtue of this article, are at the full expense of the customer. Reimbursement of the extrajudicial costs is set at 15% of the outstanding principal sum, including VAT and interest (subject to a minimum of € 500), unless the supplier demonstrably incurred more costs. The fixed reimbursement is payable by the customer as soon as the customer is in default and will be charged without further proof.

Article 6 - Rights and obligations of the customer

1. Before and during the performance of the agreement, the customer is and remains obliged to provide the supplier with all necessary information and to continue to provide all necessary cooperation, of which the customer knows or should know that this information and/or cooperation is or may be relevant to a correct and prosperous performance of the agreement. The customer ensures that the information provided is correct and complete and indemnifies the supplier against third-party claims arising from the inaccuracy and/or incompleteness of this information. The supplier treats the information provided by the customer confidentially and only discloses this to third parties insofar as this is necessary for the performance of the agreement.
2. If the customer does not (timely) fulfil the aforementioned obligation, the supplier may suspend the performance of the agreement until the customer has fulfilled his obligations. The costs and other consequences ensuing from this are at the expense and risk of the customer.

3. Failure to fulfil the obligations set out in the previous paragraphs will result in a (partial) non-compliance with the obligation on the part of the customer.

Article 7 - Rights and obligations of the supplier

1. The supplier will make every effort to produce good, high-quality products.
2. The supplier does not under any circumstances warrant and as such does not under any circumstances guarantee the suitability of his products for the purpose envisaged by the customer, not even if this purpose has been made known to the supplier before or during the performance of the agreement. The customer hereby waives his right to annul the agreement due to error.
3. If the information required for the performance of the agreement has not been provided by the customer to the supplier in time, the supplier has the right not to commence the performance of the agreement, or to suspend the performance of the agreement and/or to charge the customer additional costs resulting from the delay.
4. The parties are entitled to use the name and logo of the other party as a reference and/or as a customer case, if written permission has been given by the other party.

Article 8 - Terms

1. After the conclusion of the agreement and the obligations of the customer arising from it, the supplier will proceed to deliver the products (as stated in the agreement) as soon as possible.
2. The delivery term to be used by the supplier may vary and is determined in consultation with the customer.
3. The terms that have been agreed upon are never strict deadlines. If the supplier does not fulfil his obligations or does not do so on time, the customer must give him written notice of default and still allow a reasonable period of time to comply with them. A term is in any case extended by the time during which the performance of the agreement is impeded by the fault of the customer.
4. If the supplier, due to circumstances attributable to him, is in default as referred to in paragraph 3 of this article, the customer is exclusively entitled to dissolve the agreement, without being able to claim any refund or compensation, other than restitution of amounts already paid by the customer to the supplier for products to be delivered by the supplier.
5. If it proves impossible to deliver the ordered products (in the agreed manner) to the customer or if they are not collected due to a cause within the customer's sphere of risk, the supplier may store these products at the expense and risk of the customer. The customer will then enable the supplier to deliver the products or collect the products within a reasonable period set by the supplier.
6. If the customer fails to fulfil his obligations after the reasonable period set in paragraph 5 of this article, he is immediately in default. The supplier may then dissolve the agreement in whole or in part with immediate effect by means of a written statement, sell the products to third parties and destroy any documents produced without being obliged to pay compensation for damage, costs and interest. This does not affect the obligation of the customer to compensate any (storage) costs, damage and loss of profit of the supplier and/or the right of the supplier to demand performance as yet.

Article 9 - Transport

1. The supplier may engage a third party for the transport of the products to be delivered, if the customer does not provide transport himself. The costs for this transport are fully borne by the customer, unless otherwise agreed.
2. The risk for the products to be delivered is transferred to the customer the moment the products leave the supplier's warehouse.

3. The supplier is never liable for damage to products that has arisen during transport by a third party, even if the third party has excluded any liability for damage.
4. The supplier is never liable for transport delays and for damage resulting from that.

Article 10 - Conformity and warranty

1. The supplier guarantees that the products reasonably comply with the agreement, the reasonable requirements of reliability and/or usability and the statutory provisions and/or government regulations as they hold on the day the agreement was formed.
2. Unless stated otherwise on the product level/product sheet, a warranty period of 8 years applies to products supplied by the supplier. The warranty period starts from the date of the invoice.
3. The warranty period referred to in paragraph 2 of this article is of a degressive character, taking into account a reduction in value through the use of one/eighth per year. There is no right to replacement value for products.
4. The supplier is never responsible for the ultimate suitability of the products for each individual application by the customer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply, if:
 - The customer or ultimate user has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;
 - The delivered products have been exposed to abnormal conditions or are otherwise carelessly handled or treated contrary to the instructions of the supplier's and/or on the packaging;
 - The inadequacy is wholly or partly the result of regulations (to be) imposed by the government with regard to the nature or quality of the materials used.
6. A claim honoured by the customer under these warranty conditions explicitly does not imply any acknowledgement of the supplier's liability for any damage suffered by the customer. The supplier is only liable within the limits of Article 13 (Liability).

Article 11 – Complaints

1. If the customer has a complaint against the supplier with regard to the products supplied by the supplier, the customer must first submit this complaint to the supplier in writing within 14 days of discovery.
2. If the term referred to in paragraph 1 of this article is not observed, the customer can no longer invoke any non-conformity.
3. A complaint with regard to an invoice received must be made known to the supplier in writing within 14 days of the invoice date, stating the nature and grounds of the complaints.
4. When submitting a complaint with regard to delivered products, the customer must provide evidence that supports the complaint. To this end, the customer provides the item code and the roll number of the product and 3 detailed photos of the defect found. The customer must also send a sample of the part containing the defect.
5. Complaints received by the supplier are dealt with within 14 days of the complaint being received. If a complaint takes longer to process than anticipated, the supplier will respond within 14 days, sending a confirmation of receipt and an indication of when the customer may expect a more detailed response.
6. In the event of complaints, a customer must first turn to the supplier.
7. A complaint does not suspend the obligations (including but not limited to payment) of the customer, unless the supplier indicates otherwise in writing.
8. Complaints in respect of the following are not accepted:

- imperfections in or properties of goods manufactured from (natural) materials, if these imperfections or properties are inherent to the nature of the materials;
 - minor mutual colour deviations;
 - goods that have changed in nature and/or composition after receipt by the customer or that have been fully or partially modified or processed.
9. If a complaint about delivered products is well-founded, the customer will give the supplier the opportunity to deliver the products within a reasonable period of time as agreed. If a well-founded complaint is not or cannot be resolved within a reasonable period of time, the supplier will only be liable within the limits of Article 13 (Liability).
10. If the supplier considers that a complaint has been made unjustly, then the costs incurred as a result - including investigation costs - on the part of the supplier will be borne by the customer.

Article 12 - Force majeure

1. The supplier is not obliged to fulfil any obligations towards the customer, if he is impeded to do so on account of force majeure.
2. In the event of force majeure, the supplier's obligations are suspended in whole or in part, and the customer can never hold the supplier liable for the fulfilment of his obligations, as long as the force majeure situation continues, and without the supplier being liable for any form of compensation to the customer. Force majeure exists if, in addition to what is understood in this respect by law and jurisprudence, circumstances arise that prevent the fulfilment of the obligations by the supplier and that cannot be attributed to the supplier, including epidemics, quarantine, (imminent) war, riots, acts of war, fire, water damage, frost, floods, earthquakes, strikes, factory occupation, lockouts, excessive absenteeism, government measures, equipment defects, unforeseeable stagnation at third parties on which the supplier depends for the performance of the agreement or the circumstance that a performance that is important in connection with the performance to be delivered by himself is not delivered, not delivered in time or not properly, such as but not limited to failures in the supply of energy, failures in communicative connections, including telecommunication connections.
3. If due to force majeure the supplier cannot fully or partially fulfil his obligations for more than one month, both parties are authorised to dissolve the agreement, without being obliged to pay compensation in that case, although if the supplier has already partially fulfilled his obligations or can only partially fulfil his obligations, the supplier is entitled to invoice the part already performed or the executable part separately to the supplier and the customer is obliged to pay this invoice as if it concerned a separate agreement.

Article 13 - Liability

1. The supplier does not accept any liability for damage of any nature or form whatsoever in connection with any shortcomings in the services provided by the supplier.
2. The limitation in paragraph 1 of this article does not apply in the event of intent or wilful recklessness on the part of the supplier.
3. The supplier is not liable for shortcomings or other damage-causing actions by third parties not affiliated with the supplier who are engaged for the performance of the agreement.
4. The supplier is never liable for damage caused by incompleteness or inadequacy in the information provided by or on behalf of the customer.
5. The supplier accepts no liability for damage for which the customer is entitled to compensation on the basis of an insurance policy that the customer may take out or has taken out.
6. If despite the provisions of the previous paragraphs, the supplier is obliged to pay compensation, the liability of the supplier is limited to, successively, the

- 1) amount the supplier can claim under his liability insurance in the relevant case;
 - 2) the amount of the assignment insofar as this does not exceed the maximum amount of €1,000
7. In addition to paragraph 6 of this article, the supplier is in that case only liable for direct damage (i.e., indirect damage is excluded, unless in the event of intent or wilful recklessness). Direct damage is exclusively understood to mean:
- The reasonable costs, incurred to determine the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these general terms and conditions;
 - The reasonable costs incurred in order to ensure the supplier's poor performance is in accordance with the agreement, insofar as this can be attributed to the supplier;
 - Reasonable costs, incurred to prevent or limit the damage, insofar as the customer demonstrates that these costs have led to a reduction of the direct damage as referred to in this article.
8. The supplier is never liable if the damage is caused by, but not limited to:
- Improper use, use contrary to the purpose of the delivered goods or use contrary to the instructions, advice, maintenance instructions, etc. provided by or on behalf of the supplier;
 - Errors, omissions, etc. in the information provided to the supplier by or on behalf of the customer;
 - Improper storage or maintenance of the goods;
 - The products being eaten by people and/or animals. The products are not edible;
 - Physical contact with the products, including but not limited to burns and abrasions;
 - Reflection of specular objects;
 - Use of the products on an unsuitable surface, including but not limited to surfaces that are unsuitable by their nature, surfaces that show irregularities and surfaces that do not drain sufficiently;
 - Climatic conditions. This concerns both damage to the delivered goods after delivery and damage that manifests itself at a later stage, but is the result;
 - The use of chemical cleaning agents, pesticides and/or other agents, including but not limited to chlorine from swimming pools, deviating from what the supplier advises;
 - Or as a result of a choice by customer that deviates from what the supplier advises and/or is customary;
 - Or because work or processing has been carried out on the delivered goods by or on behalf of the customer, without the explicit prior permission of the supplier.
9. Any liability for consequential damage, such as trading loss, loss of profit and/or loss suffered, damage caused by delay and/or personal injury or injury, is explicitly excluded.
10. The customer indemnifies the supplier against all financial consequences of third-party claims in any connection with the fulfilment of his obligations arising from the agreement or pursuant to the law.
11. The supplier is never liable for losses suffered by the customer in the event of the inability to make a delivery. The supplier is dependent on *his* suppliers.
12. The supplier is not liable for damage, loss or destruction, including the theft of property of the customer that is stored, processed or transported by the supplier or by third parties engaged by the supplier.
13. The above exclusions and/or limitations of the supplier's liability also apply to employees of the supplier, third parties engaged by the supplier and service providers involved by him, as well as their personnel.

Article 14 - Retention of title

1. All products delivered and/or to be delivered remain the property of the supplier at all times, until the customer has fulfilled all his obligations.
2. The customer is not entitled to pledge, or in any other way encumber products that are subject to retention of title, unless agreed otherwise in writing.

3. The customer is obliged to store and/or treat the products delivered under retention of title carefully and as the recognisable property of the supplier.
4. The customer is obliged to sufficiently insure the delivered products subject to retention of title and to keep them insured against damage caused by fire, explosion and water, as well as theft, and to submit the insurance policy for inspection on first demand.
5. The supplier is entitled to take back the products that have been delivered under retention of title and are still present at the customer if the customer does not pay the invoices in time or is likely to have payment difficulties. The customer will at all times grant the supplier free access to his goods for inspection and/or to exercise the rights of the supplier.

Article 15 - Confidentiality

1. Unless agreed otherwise in writing, the parties are obliged to observe confidentiality of all confidential information they obtain from each other within the framework of the agreement or from another source. Information is considered confidential if the issuing party has communicated its confidential nature or if such confidentiality ensues from the nature of the information.
2. If the supplier, by virtue of a statutory provision or a court decision, is obliged to provide confidential information to a third party or third parties designated by law or the competent court, and the supplier cannot invoke a right of non-disclosure in this respect, the supplier is not obliged to pay damages or compensation to the customer.
3. The parties will exercise the greatest possible care when using information that has come to their knowledge under the agreement.
4. The supplier has the right to use the name of the customer as a reference and to publish it as such. The supplier also has the right to use the results achieved, for example, by means of statistics, as a reference for potential customers or partners, among others.
5. The obligations under this article also remain in force after the termination of the agreement.

Article 16 - Personal data

1. The customer guarantees that the processing of personal data by the supplier within the framework of the agreement is not unlawful and does not infringe the rights of the data subject(s) involved.
2. The parties mutually undertake to treat (personal) data of the other party or third parties in accordance with the (privacy) laws and regulations applicable to each of them at any time with regard to the processing of this (personal) data, including the General Data Protection Regulation (GDPR).

Article 17 – Intellectual and industrial property rights

1. The supplier reserves all rights - including, among other things, patent law, trademark law, drawing or model law and copyright - with regard to products he uses and/or designs within the framework of the performance of the agreement, insofar as these rights are enshrined in law. Any other or further right of the customer is excluded.
2. Any designs, drafts, drawings, films, software and other materials or (electronic) files created by the supplier within the framework of the agreement remain the property of the user, regardless of whether they have been made available to the customer or third parties, unless agreed otherwise.
3. All documents such as designs, drafts, drawings, films, software, (electronic) files, etc., provided by the supplier are intended only for use by the customer and may not be reproduced, published or disclosed by the customer to any third parties without the prior permission of the supplier, unless the nature of the documents provided dictates otherwise.

4. The customer indemnifies the supplier against claims of any nature whatsoever from third parties in this respect.
5. In all cases, the customer cannot exercise the intellectual property rights of the supplier in a way that could harm the supplier in any way.
6. In the event of a violation of one or more provisions of this article, the customer will owe the supplier an immediately due and payable fine of five thousand (5,000) euros for each violation, as well as five hundred (500) Euros for each day the violation continues. The fine is paid to the supplier, which does not benefit him.

Article 18 - Suspension; dissolution

1. Any claims of the supplier against the customer become immediately due and payable in the following cases:
 - If after concluding the agreement, the supplier learns of circumstances that give him a good reason to believe the customer will not fulfil his obligations;
 - If the customer fails to fulfil his obligations under the agreement or fails to do so in time or in full;
 - If the supplier has justified doubts about the creditworthiness of the customer and/or if the supplier has asked the customer to provide reasonable security for the fulfilment and this security is not forthcoming or is insufficient;
 - If after notice of default, the customer still fails to fulfil his obligations under the agreement and/or these general terms and conditions within a reasonable period of time;
 - If at any time, the supplier discovers that the customer has passed on false or incorrect personal data to the supplier, or if it appears that the customer has entered into an agreement under false pretences;
 - If the customer is declared bankrupt, has been granted a moratorium, has applied for bankruptcy or provisional suspension of payment or wishes to make an arrangement with its creditors to avert this, in the event of an attachment against the customer, if the customer is placed under guardianship, has applied for debt management for natural persons or if he otherwise loses full or partial disposition of his assets;
 - If the customer is otherwise in default and does not fulfil his obligations under the agreement and/or these general terms and conditions.
2. In the event of a (possible) bankruptcy, moratorium or debt rescheduling arrangement, the customer must immediately inform the supplier of this.
3. In the cases referred to in paragraph 1 of this article, the supplier is entitled, without further notice of default and without judicial intervention being required, to suspend further performance of the agreement with immediate effect and/or to terminate the agreement in full or in part, all this under the obligation of the customer to compensate the damage suffered by the supplier as a result, of whatever nature, and without prejudice to the other rights accruing to the supplier.
4. The supplier is entitled to stipulate further terms or conditions for the customer before continuing his product delivery, insofar as these further terms and conditions fit within the framework of the agreements already made.

Article 19 - Cancellation of the agreement

1. Cancellation of the agreement must be effected in writing.
3. If at the time of cancellation, the supplier's damage exceeds the cancellation costs, the customer is obliged, if the supplier so demands, to pay these costs to the supplier.
4. The supplier may set off the compensation owed against all amounts paid by the customer and any counter-claims of the customer.

5. Costs incurred by the supplier for resuming the delivery or deliveries will be at the expense of the customer. If the performance of the agreement cannot be resumed after the suspension, the supplier may dissolve the agreement by means of a written statement to the customer.

Article 20 - Lapsing of claims

1. All rights of action and other powers of the customer against the supplier, including claims for compensation, lapse in any case after one year from the moment the customer became aware or should reasonably have become aware of a fact on the basis of which the customer can exercise rights and/or powers vis-à-vis the supplier, unless stipulated otherwise in the agreement.

Article 21 - Right of retention

1. The supplier has the right to suspend the return of documents and/or goods of the customer, which the supplier has in his possession for the performance of work, if during that period, the customer has not paid or not fully paid a due and payable claim to the supplier.
2. The supplier is not liable for any damage - of any nature whatsoever - resulting from the right of retention exercised by him.

Article 22 - Transfer of rights and obligations

1. Without the prior written permission of the supplier, the customer is not entitled to transfer all or some of his rights and obligations under the agreement or these general terms and conditions to third parties.

Article 23 - Changes to the terms and conditions

1. The supplier is entitled to unilaterally change these general terms and conditions. Changes will also apply to existing agreements. Changes will come into effect, or the amended version of these general terms and conditions will be applicable between the parties and will replace an earlier version of these general terms and conditions, one month after publication, or on yet to be specified date, by means of a written notification to the customer or a notice on the web pages of the supplier.

Article 24 - Applicable law and the settlement of disputes

1. All agreements between the parties and these general terms and conditions are exclusively subject to Dutch law.
2. In the first instance, the parties will make every effort to resolve a dispute in mutual consultation.
3. All disputes between the parties arising from or otherwise related to any agreement between the parties and/or these general terms and conditions and which cannot be resolved mutually will be settled by the competent court.
4. The Vienna Sales Convention does not apply.