

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF LINCOLN SMITWELD BV

having its registered office and principal place of business at Nijmegen at the address Nieuwe Dukenburgseweg 20, 6534 AD, The Netherlands (postal address: Postbus 253, 6500 AG), filed the 16<sup>th</sup> of August 2018 with the Chamber of Commerce for The Netherlands under number 10019285 hereinafter to be referred to as: “the Seller”.

### APPLICABILITY

1. These General Terms and Conditions of Sale and Delivery are part of all offers, order confirmations, sales, deliveries, services etc. of the Seller to and/or for the benefit of a (potential) contracting party, hereinafter to be referred to as: “the Purchaser”.

Compliance with the law. The Purchaser needs to comply with all laws and regulations that are applicable to activities undertaken by the Purchaser with or on behalf of Lincoln and related to the resale or marketing of Lincoln products, including (without limitation) all applicable laws pertaining to bribery that forbid the direct or indirect payment or transfer of anything of value to governments, government officials, state enterprises, political parties, officials of a political party or family members or employees of these officials in relation to receiving or retaining business activities or acquiring illegal business gains.

The Purchaser declares that it will not participate in the sale of Lincoln products to a legal entity in, or for export to, a country that is deemed to be a “forbidden country” by virtue of US laws on export control (currently Cuba, Iran, North Korea, Sudan and Syria) or for use in nuclear, chemical or biological weapons or applications for rockets or missiles.

Ethical business conduct. The Purchaser needs to conduct business in an honest and ethical manner. The Purchaser is aware that Lincoln has adopted a code for business conduct and ethics (a copy of which can be found on Lincoln’s website, [www.lincolnelectricelectric.com](http://www.lincolnelectricelectric.com)) and the Purchaser declares that in the case of transactions with or on behalf of Lincoln or related to the resale or marketing of Lincoln products it will conduct himself in a manner that is consistent with the code of conduct of Lincoln and promotes compliance with it.

2. Any deviations from these terms and conditions need to be explicitly agreed in writing.
3. Any reference by the Purchaser to his own purchasing, tender or other conditions will not be accepted by the Seller.
4. The rights and obligations arising from the agreement with the Purchaser, of which these General Terms and Conditions of Sale and Delivery form part cannot be transferred to third parties by the Purchaser other than with permission of the Seller. Similarly these rights and obligations are not transferable by operation of law.

### OFFERS AND ORDERS

- 5.1. All offers made by the Seller are subject to contract, unless explicitly stated otherwise.
- 5.2. If the Purchaser accepts an offer subject to contract, the Seller is authorised to recall the offer within five working days after receipt of the acceptance.
- 5.3 The Seller reserves the right to refuse orders.

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**DATA**

6. All technical data, dimensions and weights provided by the Seller in any form and in any way whatsoever, have been established as accurately as possible. The Seller cannot accept any liability with respect to possible inaccuracies in these, except if and in so far as the accuracy of the data, dimensions and weights has been explicitly guaranteed by the Seller.
7. All pictures, drawings, diagrams, models etc. provided by the Seller, including the intellectual property rights, knowhow, claims or applications relating to the above-mentioned rights and other similar rights to which these are subject or that are associated with these (hereinafter: "intellectual property rights"), are and will at all times remain the property of the Seller, even if costs have been invoiced for these. They may not be copied, duplicated, made available (for inspection) to third parties or be utilized by the Purchaser in any other way, either in full or in part, without the Seller's written permission. They need to be returned immediately on request.
8. The execution of orders and/or the provision of information in the form of pictures, drawings, diagrams, models etc. does not imply the waiver and/or transfer or the granting of a licence by the Seller in respect of intellectual property rights on the products, procedures and/or pictures etc. referred to.
9. The Purchaser cannot assert any rights with respect to exclusivity in respect of offers or deliveries made by the Seller.
10. The Purchaser is not allowed to remove or change any references to intellectual property rights from the product supplied by the Seller, including references relating to the confidential nature and non-disclosure of the products.

**AGREEMENT**

11. If the agreement is entered into in writing, it will come into effect on the date on which the contract is signed by the Purchaser, or on the date on which the written order confirmation is sent by the Seller.
12. All that which is supplied and/or is built-in by the Seller in consultation with the Purchaser over and above the quantities explicitly laid down in the contract or order confirmation and/or is presented over and above the work explicitly laid down in the contract or the order confirmation during the execution of the agreement, which may or may not have been laid down in writing, will be considered to be additional work.
13. Verbal undertakings by and agreements with subordinates of the Seller are not binding for the Seller except after and in so far as they have been confirmed by it in writing.

**PRICES**

- 14.1. The prices quoted by the Seller are in Euro and are based on unpackaged delivery or delivery in standard packaging ex-works in accordance with the Incoterms applicable on the date of the offer, except in so far as these terms and conditions stipulate otherwise.  
The prices may be increased by the costs of insurance, delivery (including transport) and delivery at a place designated by the Purchaser, as well as the cost of placing them.
- 14.2. The prices quoted by the Seller are exclusive of VAT and other government levies on the sale and delivery.
- 14.3. Price details are only related to goods, materials and/or services that the Seller has explicitly undertaken to supply in accordance with the specification and the order confirmation.

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- 14.4. If, after the date on which the agreement came about, any changes occur in one or more price determining factors, of any nature whatsoever – even if these take place as a result of foreseeable circumstances –, as a result of which the agreed price should, in retrospect, have been at least 5% higher, the Seller will be entitled to add on this price increase as a whole.  
 In this case, price determining factors, among other things, include: prices of raw materials, costs of materials, wages and transport, exchange rates, import duties, VAT and other levies.
- 14.5. The agreement includes the Seller's right to separately invoice any additional work performed by it, as soon as the amount to be invoiced is known to it. The above-mentioned paragraphs of this Article apply mutatis mutandis for the calculation of additional work.
- 14.6. Cost budgets, plans, instructions for use and electrical diagrams will not be charged separately, unless otherwise agreed. If, in the event of subsequent orders, the Seller needs to make new drawings, calculations, descriptions, models or tools etc., the costs associated with this will be charged.
- 14.7. Any costs associated with the loading and unloading, or transport of raw materials, semi-finished products, models, tools and other goods made available by the Purchaser and the placing of these are not included in the price and will be invoiced separately. Within this context any costs paid by the Purchaser will be treated as an advance payment from the Purchaser.
- 14.8. If the Seller has agreed to assemble the product, the price charged includes all the costs of assembling the product and getting it operational at the place referred to in the offer, with the exception of those costs that are not included in the price according to the paragraphs above.

## INSPECTION AND TESTING

15. The goods will be carefully inspected and/or tested by the Seller prior to delivery. The Purchaser or his representative reserve the right to inspect the goods prior to delivery, at their own expense, and to be present at the testing at a time and place to be determined by the Seller. The Seller will only inform the Purchaser in good time that the goods are ready for inspection/testing when the order confirmation shows that this has been explicitly agreed. Any costs associated with possible inspections and/or tests outside the standard procedure will be invoiced separately.  
 If the Purchaser or his representative is not present at the inspection and/or test, despite having expressed the desire to be present and being informed by us in good time, the inspection/test will be deemed to have been performed in his presence and the reports compiled by the Seller will be binding.
16. The Purchaser will inspect the product within no more than 14 days after delivery or - if assembly/installation was agreed – within no more than 14 days after assembly/installation, unless otherwise agreed in writing. The product will be deemed to have been accepted in accordance with the sales contract once this term has expired and no written and itemized report of well-founded complaints has been filed.

## DELIVERY

- 17.1. Delivery deadlines quoted can never be regarded as strict deadlines, unless explicitly agreed otherwise.

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 Handelsregister Nijmegen: 19285  
 VAT-nr: NL 00 10 92 832 B01

Bank:  
 Bank of America N.A., Amsterdam  
 26.65.64.836  
 IBAN: NL65 BOFA 0266 5648 36  
 BIC: BOFANLNX

- 17.2. The delivery deadline is based on the working conditions applicable at the time the agreement was entered into and on the timely delivery of the materials ordered by the Seller for the execution of work. If a delay occurs through no fault of the Seller as a result of changes in the working conditions referred to or as a result of the materials ordered for the execution of the work not being delivered on time, the delivery deadline will be extended, if necessary.
- 17.3. Delivery deadlines start as soon as the agreement comes into effect in accordance with the provisions laid down in Article 11. of these terms and conditions. They will in any event, though not exclusively, be extended by the period(s) during which: (a) there is a delay in the manufacture and/or shipping and/or any other circumstance that temporarily stands in the way of the delivery, and/or (b) the Purchaser fails to fulfill one or more obligations towards the Seller, on any account whatsoever, irrespective of whether the underlying reasons are well-founded or not or if there is reasonable fear that it will fail to do so, and/or (c) the Purchaser himself does not enable the Seller to execute that which was agreed with it because the Purchaser is failing to fulfill any obligations arising from the agreement or by demanding cooperation from it with respect to the execution of the agreement; this situation, among other things, arises when the Purchaser fails to provide the Seller with the technical and other data that is required for the proper execution of the order (on time).
- 17.4. The Seller reserves the right to deliver and invoice in parts.
- 17.5. In the event of creditor's default on the part of the Purchaser, the Seller will be entitled to store the goods to be delivered at the Purchaser's account and risk. In such an event the Seller will be entitled to dissolve the sales contract after a period of two months and to sell and deliver the goods to a third party, without prejudice to the Purchaser's obligation to fully compensate the Seller, among other things in respect of loss of profits.
- 17.6. The Seller will at all times do all that can reasonably be expected from the Seller with a view to a timely delivery.
- 17.7. Except in the case of gross negligence on the part of the Seller, failure to meet the delivery deadline will not give the Purchaser any right to either fully or partially dissolve the agreement. Failure to meet the delivery deadline – on any account whatsoever – does not give the Purchaser the right to perform or have others perform work to execute the agreement without authorization of the court.
- 17.8. A contractual penalty on failing to meet a delivery deadline should be deemed to replace any right the Purchaser may have to damages. Such a penalty is not payable if the failure to meet the delivery deadline is due to force majeure.
- 17.9. Delivery of goods intended for the Dutch market will be deemed to have taken place as soon as they have been delivered to the Seller at the location indicated by the Purchaser in writing. The Purchaser will be informed of this in due time, either by means of the order confirmation, or by means of an invoice unless otherwise agreed. Delivery of goods intended for the foreign market will be deemed to have taken place the moment the goods are ready for shipment at the Seller.

## RETURN POLICY

18. Goods are returnable with 30 days from shipment date at the following conditions :
- (a) Material must be new, unused, undamaged and in its original packaging.
  - (b) Equipment and parts must be in the original and unbroken package and include all documents as factory packed (IM, etc.).
  - (c) Consumables packages must not have been opened at all and properly stored.

19. Prior to any return, a "Return Material Authorization" (RAM) must be requested and approved by Lincoln Electric's Customer Service Center. Any goods arriving to our warehouses without an RMA reference will be refused and sent back to the customer.
- 19.1. Freight back to Lincoln is always paid by the customer, even if the original order was excluding it.
- 19.2. Goods will be credited only after positive inspection by Lincoln Electric's authorized personnel.
- 19.3. In case Lincoln accepts a return despite the goods are not new, unused, undamaged and in its original packaging, a restocking fee of 18% will be applied to the credit note.
20. Returns over 30 days are always subject to our Commercial Management's approval.
- 20.1. A restocking fee of 18 % or € 50 (fifty) minimum, whichever is greater, will be applied.
- 20.2. High value returns (over € 10,000) are always subject to our European Management's evaluation for approval.
21. The following items are not returnable :
  - 21.1. Made to Order and Special materials
  - 21.2. "For sale" items
  - 21.3. "To be discontinued" and "superseded" items
  - 21.4. Software
22. No returns are accepted after 1 year from the date of purchase.

#### **NON CANCELLATION POLICY**

23. Lincoln classifies some material as "made to order" or "specials"  
Materials falling into this category are clearly specified in Lincoln's quotations and order confirmations.  
These are items that Lincoln doesn't keep in stock, and manufactures especially for a specific order.  
Also, items for which a specific chemical analysis or mechanical testing has been requested, or a non-standard packaging, are in this category.  
Once the order confirmation has been sent, no amendments will be accepted, more specifically :
  - (a) Cancelling the order
  - (b) Modifying the quantity
  - (c) Modifying the product

#### **RISK AND TRANSMISSION OF OWNERSHIP**

24. Unless explicitly agreed otherwise in writing, in the case of goods intended for the foreign market, the risk for all direct and consequential damage that may be caused to the goods delivered by the Seller that may arise for the Purchaser or for third parties will be borne by the Purchaser.
25. With the exception of the provisions laid down in Article 38. of these terms and conditions, ownership of the goods will transfer to the Purchaser upon delivery in accordance with Article 17.9. of these terms and conditions.

**SHIPMENT**

26. Without prejudice to the provisions laid down in Article 14.1. of these terms and conditions with respect to the cost of shipment the shipping method will be determined by the Seller, unless agreed otherwise.

**PACKAGING**

27. Unless otherwise agreed, non-standard packaging will be invoiced separately at cost price and will not be taken back by the Seller.

**FORCE MAJEURE**

28. Force majeure among other things includes any circumstance beyond the Seller's control, as a result of which the Purchaser cannot in all reasonableness expect fulfillment of this agreement, even if these circumstances could have been foreseen at the time the order was accepted such as (fire, forces of nature, disasters, accidents, illness, strikes, industrial actions and other industrial problems, riots, civil war, civil unrest, the threat of war, war or warlike situations, transport difficulties, serious disruptions at the Seller's company or at the company of suppliers, delayed delivery, for any reason whatsoever, of materials, raw materials and consumables or parts that were ordered by the Seller on time, including, government measures, measures by civil and military authorities, embargos and suchlike.

**LIABILITY, INDEMNIFICATION AND PENALTY**

29. The Seller's liability is restricted to fulfillment of the guarantee obligations outlined in Article 24, of these terms and conditions.
30. Each liability is limited to the amount that is paid out by the Seller's liability insurance should the situation arise, plus the policy excess. If no amount is paid out, liability will be limited to the amount invoiced.
31. Except in the event of gross negligence on the part of the Seller and except in the case of the provisions referred to above all liability of the Seller is excluded, including for trading loss, other consequential damage and damage arising from liability towards third parties.  
The Seller is also not liable for violations of patents, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the Purchaser or for the damage or loss, on any account whatsoever, of raw materials, semi-finished products, models, tools and other matter made available by the Purchaser.
32. The Purchaser is obliged to indemnify the Seller against and to compensate the Seller for all third party claims for damages, costs or interests for which the Seller's liability has been excluded in these terms and conditions in the relationship with the Purchaser. The Purchaser is furthermore obliged to indemnify the Seller against and to compensate the Seller for all costs, damages and interests that may arise as a direct or indirect result of claims from third parties in respect of damage which has been caused to the goods delivered to the Purchaser by the Seller.  
The same applies in respect of claims by third parties in respect of violations of patents or licenses, as a result of the use of data which the Purchaser provided to the Seller for the benefit of the order.

33. If, in exceptional cases, contrary to the provisions laid down in these General Terms and Conditions of Sale and Delivery a certain penalty regime has been agreed with respect to a failure to meet a set delivery deadline between the Seller and the Purchaser in writing, no penalty or compensation will be payable by the Seller if the failure to meet the delivery deadline is due to force majeure, as described in Article 28. of these terms and conditions. Any penalties will not be paid until after the Purchaser has settled all his payment obligations to the full satisfaction of the Seller.

## GUARANTEE AND COMPLAINTS

34.1. The Seller guarantees that the equipment and/or parts thereof, the welding accessories supplied by it comply with the CE standard.

34.2. Equipment and/or parts thereof.

The Seller guarantees the soundness of the equipment supplied by it and/or the parts thereof supplied by it for 6 months after the date of delivery as referred to in Article 17.9. of these terms and conditions, on the understanding that:

- (a) it has to be demonstrated to its satisfaction that any defect established has come about as a result of faults in the construction, poor finishing and/or the use of faulty materials;
- (b) the guarantee referred to here is not applicable to other parts of the installation apart from the main component. In the case of add-ons such as torches, guns and hose kits complaints can only be accepted within 8 days after delivery;
- (c) this guarantee is excluded for defects that are due to normal wear and tear, improper use or careless use, the equipment being overloaded, improper maintenance or improper storage for the application;
- (d) this guarantee is excluded if the fact that the goods and/or parts do not meet the requirements is due to any government regulations with respect to the nature or quality of the construction and/or materials used;
- (e) this guarantee, unless otherwise agreed, also excludes goods or parts which were supplied by the Seller as "used" in consultation with and with the permission of the Purchaser;
- (f) this guarantee obligation is in principle limited to delivering new parts free of charge and carriage paid, subject to the same terms and conditions that applied for the parts to be replaced; any parts that are replaced become the property of the Seller; to fulfill its guarantee obligation, the Seller nevertheless reserves the right to repair the goods, as it sees fit, either in the factory, in which case the labour costs are payable by the Seller, though the costs of shipment are payable by the Purchaser, or, if it is deemed desirable for any reason, at the Purchaser's site, in which case the Purchaser undertakes to reimburse the travel and accommodation expenses and to make the usual auxiliary workmen, auxiliary tools and operating materials available free of charge, failing which the costs arising from this will be payable by the Purchaser;
- (g) complaints about visible defects by the Purchaser must have been made during the inspection or the testing at the Seller's factory or, if no inspection or testing took place, at the time of delivery as referred to in Article 17.9. of these terms and conditions.
- (h) the right to guarantee ends if any repair work is carried out, or if any changes are introduced, without the Seller's explicit permission.

**34.3. Welding accessories.**

The Seller guarantees the soundness of the welding accessories supplied by it, as individual products as well as when these are part of an assembled product on the understanding that:

- (a) the Seller must be notified of any complaints within 8 days after delivery as referred to in Article 17.9. of these terms and conditions;
- (b) the provisions laid down in Article 22.1. under (a) up to and including (h) are also applicable here.

**34.4. Welding consumables.**

The Seller guarantees that at the time of delivery, the welding consumables supplied by it are in line with the specifications issued by the Seller, this with due regard for the tolerances that are applicable for such materials within the sector. For any complaints applies that:

- (a) the Seller has to be notified of these within three months after delivery as referred to in Article 17.9. of these terms and conditions;
- (b) the welding consumables were purchased directly from the Seller, which may have to be demonstrated by means of an invoice issued by it;
- (c) the welding consumables are stored and used in accordance with the instructions issued by the Seller. Failure to comply with these instructions will be considered as improper use, as a result of which the complaints will not be accepted;
- (d) the guarantee obligation is limited to the purchase price of the welding consumables;
- (e) if any changes take place in the technology of welding or the knowledge of the use of raw materials, it will not be possible to attribute any short-comings in relation to welding consumables supplied earlier to the Seller.

**35. In the event of the delivery of equipment and parts as well as in the event of the delivery of welding accessories and/or welding consumables applies that:**

- (a) any claims, which the Purchaser has on the Seller by virtue of the Seller's guarantee obligation will end no later than 3 months after the guarantee period comes to an end, in so far as a guarantee period has been agreed;
- (b) the Seller's guarantee obligation will be suspended if and for as long as the Seller is unable to fulfill it due to force majeure as described in Article 24 of these terms and conditions, without the overall guarantee period being extended as a result;
- (c) the Purchaser only has the same guarantee on goods or parts supplied by the Seller that are not manufactured by the Seller, as the Seller received in respect of these and only in so far as such guarantee is transferable and has not already been transferred to the Purchaser by virtue of Article 6:251 of the Netherlands Civil Code;
- (d) the Purchaser is not released from the obligations arising from this agreement as a result of the alleged non-fulfillment of guarantee obligations to which the Seller is subject;
- (e) the Purchaser is not entitled to any guarantee if and in so far as it fails to meet any obligation by virtue of this agreement;

**REPAIR AND PROCESSING**

36. The Purchaser will continue to carry the risk for goods presented for repair or processing in the buildings or on the sites of the Seller and all goods will be repaired or processed at the Purchaser's risk.

**SUBSTITUTION**

37. If any materials required for the execution of the order are not available due to factors beyond the Seller's control, then the Seller will have the right to supply and/or use substitute materials which the Seller deems suitable for the intended purpose, on the understanding that any guarantees provided by the Seller are not influenced as a result.

**RETENTION OF TITLE**

- 38.1. Delivery takes place subject to retention of title. This reservation applies with respect to demands for payment in respect of all goods and/or services supplied or to be supplied to the Purchaser by the Seller by virtue of any agreement, as well as with respect to all claims in respect of shortcomings on the part of the Purchaser in the fulfillment of this agreement/these agreements. The Purchaser cannot invoke the right of offset within this context.
- 38.2. In order to enable the Seller to effectuate its retention of title, the Purchaser will store the goods covered by this in such a way that they can still be identified as the Seller's property.
- 38.3. The Seller reserves the right to take back the goods delivered by it, which in accordance to the previous articles have remained its property, if the Purchaser's payment is overdue or if there are good reasons to assume that the Purchaser is not going to pay or is not going to pay on time. In the event that the goods are taken back, this will be considered to be a dissolution of the agreement entered into with the Purchaser.
- 38.4. The Purchaser is authorized to use the goods that are subject to the retention of title, if and in so far as necessary within the framework of normal business operations. The Purchaser will then be obliged to grant the Seller an undisclosed pledge in respect of the claims, which it thus acquires on third parties.

**PAYMENT**

39. In so far as the goods supplied to the Purchaser by the Seller are not subject to a retention of title as referred to in Article 38, the Seller will transfer these goods to the Purchaser subject to the simultaneous establishment of an undisclosed pledge by way of security for full payment of all that which the Purchaser, on any account whatsoever, owes or will owe the Seller.
40. Payment of the agreed price will take place within 30 days after the date on the invoice, without any deduction or setoff and irrespective of claims for damages or otherwise, at the offices of the Seller or into an account indicated by the Seller. Any amounts owed in respect of additional work and/or price changes will be settled as soon as possible after these become known.
41. If the Purchaser fails to pay within the agreed periods, it will be deemed to be in default by operation of law and the Seller will have the right to charge the Purchaser a fine of 1% interest per month from the due date as well all judicial and extrajudicial costs related to the collection of the debt without any notice of default being required.
46. All payments received by the Seller will serve to settle the longest outstanding debts at the Seller, including in respect of interest and costs, even if the Purchaser has stated otherwise.
47. As long as there is a shortcoming on the part of the Purchaser in respect of any obligation arising from this agreement, the Purchaser will not be able to enforce any claims on the Seller.

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**INTEREST AND CHARGES**

48. The Purchaser will be in default without any notice of default being required by the mere fact that the agreed payment term has expired. Without prejudice to any other of the Seller's other rights, the Seller will be authorized to charge interest on the outstanding amount(s) amounting to the statutory interest plus 3% in such cases.
49. If the Seller is forced to hand over a claim to a third party, all costs related to this, i.e. both the judicial and extrajudicial costs, which have been set at 15% will be payable by the Purchaser, in addition to any other claims by the Seller in respect of damages.

**DISSOLUTION**

50. The Purchaser reserves the right to dissolve the agreement even if the Seller has not failed to fulfill its obligations towards the Purchaser, albeit subject to the constraint that it can only do so if and in so far as the Purchaser fully indemnifies the Seller against all costs and losses arising as a result.  
The same constraint applies in the event of a non-attributable shortcoming on the part of the Seller. This restriction does not apply in the event of an attributable shortcoming on the part of the Seller in the sense of Article 6:265 of the Netherlands Civil Code.
51. If the Purchaser fails to fulfill its obligations towards the Seller, the Seller reserves the right to suspend the execution of the agreement or to dissolve it either in full or in part, as it sees fit, without any notice of default being required and without the Purchaser being entitled to any damages or guarantee. In that case the Purchaser will fully compensate the Seller, including for any loss of profit.
52. The Seller reserves the right suspend the execution of the agreement or to dissolve it either in full or in part, as it sees fit, without any notice of default being required and without being obliged to pay any damages or give any guarantees, when the Seller is prevented from executing the agreement due to circumstances beyond its control or when the Purchaser is declared bankrupt, has been granted a suspension of payments or has died, the Purchaser's company is closed down or liquidated. In these cases all claims on the Purchaser will become immediately payable and due in full.

**CONVERSION AND CHANGE**

53. The nullity or the nullification by operation of law of one or more provisions laid down in these general terms and conditions does not affect the applicability of the other provisions.
54. A suitable arrangement will come in the place of the provisions that are not legally valid or to supplement an omission in these General Terms and Conditions of Sale and Delivery, which in accordance with the statutory provisions and the contractual relationship between the parties, most closely resembles, from a social and economic point of view, that which the parties meant or can be deemed to have meant when the relevant agreements were entered into.
55. If deemed necessary and/or desirable, the Seller is authorized to introduce changes to these general terms and conditions.

**APPLICABLE LAW AND DISPUTES**

56. The agreements to which the General Terms and Conditions of Sale and Delivery are applicable either in full or in part, are subject to the laws of the Netherlands.
57. The applicability of the Vienna Sales Convention is explicitly excluded.
58. Any disputes that may arise between the Purchaser and the Seller will exclusively be presented to the competent court in the district of Arnhem.