

General Terms and Conditions of Sale and Delivery

Article 1. Definitions

In these General Terms and Conditions of Sale and Delivery (“General Sales Conditions”), the following terms shall be capitalized and used in the meanings set out below, unless expressly stated otherwise:

1. **Supplier:** the private limited liability companies Pentrade Duty Free B.V. (Chamber of Commerce no. 67281982), 4 Cruise Supply B.V. (Chamber of Commerce no. 69797676), and Shore International B.V. (Chamber of Commerce no. 63326892), having their registered offices at Nieuwesluisweg 100 E, 3197 KV Botlek Rotterdam, the Netherlands, including other companies affiliated with them, being the users of these General Sales Conditions within the meaning of Article 6:231(b) of the Dutch Civil Code.
2. **Buyer:** the natural or legal person who engages the Supplier to perform activities, provide services, or who purchases goods from the Supplier, and who is the contracting party to the agreement with the Supplier.
3. **Agreement:** the agreement between the Supplier and the Buyer to which these General Sales Conditions apply.
4. **Parties:** the Supplier and the Buyer jointly.
5. **Written:** in these General Sales Conditions, “written” shall also include communication by e-mail or fax, provided that the identity of the sender and the integrity of the content are sufficiently established.

Article 2. Scope and Applicability

1. These General Sales Conditions apply to all offers, agreements, and deliveries of the Supplier, of whatever nature, unless their applicability has been expressly excluded in whole or in part in writing or explicitly agreed otherwise.
2. Any general (sales) terms and conditions of the Buyer, by whatever name called, are hereby expressly rejected. Deviations from and additions to these General Sales Conditions shall apply only insofar as they have been expressly accepted in writing by the Supplier.
3. If the Supplier has permitted deviations from these General Sales Conditions for a shorter or longer period of time, whether tacitly or otherwise, this shall not affect its right to subsequently require immediate and strict compliance with these General Sales Conditions. The Buyer may not derive any rights from the manner in which the Supplier applies these General Sales Conditions.
4. These General Sales Conditions also apply to all Agreements with the Supplier for the performance of which third parties are involved. Such third parties may invoke

these General Sales Conditions directly against the Buyer, including any limitations of liability contained therein.

5. If one or more provisions of these General Sales Conditions or of any other Agreement with the Supplier are contrary to any mandatory statutory provision or applicable legal regulation, the relevant provision shall lapse and shall be replaced by a new, legally permissible and comparable provision to be determined by the Supplier.
6. If any provision forming part of these General Sales Conditions or of the Agreement is void or is annulled, the Agreement shall otherwise remain in force as much as possible, and the relevant provision shall be replaced without delay, in consultation between the Parties, by a provision that approximates the intent of the original provision as closely as possible.
7. A Buyer who has once contracted on the basis of these General Sales Conditions shall be deemed to have tacitly agreed to the applicability of these General Sales Conditions to any subsequent Agreement concluded with the Supplier.
8. In the event of any conflict between the contents of an Agreement concluded between the Buyer and the Supplier and these General Sales Conditions, the contents of the Agreement shall prevail.
9. These General Sales Conditions have been drawn up in various languages. In the event of any dispute regarding their content and/or interpretation, only the Dutch text and its interpretation under Dutch law shall prevail at all times.
10. The content of these General Sales Conditions may be amended or supplemented unilaterally by the Supplier from time to time. Amendments or supplements shall enter into force on the date determined by the Supplier, provided that the Supplier informs the Buyer in writing of the intended amendments at least thirty (30) days in advance.
11. If the Buyer does not agree with the intended amendments or supplements, it shall be entitled to terminate the Agreement in writing prior to the effective date of the amendments. Continued performance of the Agreement after the effective date of the amendments without written objection by the Buyer shall be deemed acceptance of the amendments.
12. Minor or technical amendments of a subordinate nature that do not materially affect the rights and obligations of the other party may be implemented unilaterally at any time without prior notice.

Article 3. Offers and Quotations

1. All offers and quotations issued by the Supplier are revocable and made without obligation, unless expressly stated otherwise in writing.
2. The Buyer warrants the accuracy and completeness of all dimensions, requirements, specifications of performance, and other data provided by or on behalf of the Buyer

on which the Supplier bases its offer. The Buyer shall promptly verify whether the (technical) data stated in the quotation, including but not limited to dimensions, weights, and quantities, are correct.

3. A composite price quotation does not oblige the Supplier to deliver part of the goods included in the offer or quotation or to perform part of the work at a proportionate part of the stated price.
4. The content of the delivery shall be determined exclusively by the description of the delivery and/or assignment stated in the quotation and order confirmation. If the acceptance deviates from the offer included in the quotation in minor respects, the Supplier shall not be bound thereby. In such case, the Agreement shall not be concluded in accordance with such deviating acceptance, unless the Supplier indicates otherwise. Obvious errors or clerical mistakes in the Supplier's offer shall not bind the Supplier.
5. Prices stated in the Supplier's offers and quotations are exclusive of VAT, import and export duties, and other government levies, as well as exclusive of any costs to be incurred in connection with the assignment, including insurance, transport, and packaging costs, unless stated otherwise.
6. Offers and quotations do not automatically apply to repeat orders.

Article 4. Formation of the Agreement

1. Subject to the provisions below, an Agreement with the Supplier shall not be concluded until the Supplier has accepted or confirmed an order in writing or has commenced performance. The order confirmation shall be deemed to correctly and completely reflect the Agreement, unless the Buyer immediately objects thereto in writing.
2. Any additional agreements made or amendments introduced at a later stage shall bind the Supplier only if confirmed in writing by the Supplier within fourteen (14) days and if the Buyer has not objected thereto in writing within three (3) business days.
3. For agreements, activities, or transactions for which, by their nature or scope, no written quotation or order confirmation is sent, the invoice shall be deemed to correctly and completely reflect the Agreement, subject to written objection within seven (7) business days after the invoice date.
4. Each Agreement is entered into by the Supplier subject to the suspensive condition that the Supplier is entitled to assess the creditworthiness of the Buyer in connection with the Buyer's financial performance of the Agreement. If, on reasonable grounds, the Supplier is of the opinion that the Buyer is not sufficiently creditworthy, the Supplier shall be entitled to suspend its obligations temporarily. In the event of such suspension, the Supplier shall immediately inform the Buyer thereof in writing and offer the Buyer the opportunity to provide security.

Article 5. Delivery and Delivery Terms

1. Unless otherwise agreed, delivery shall take place Free Carrier (FCA Rotterdam – Incoterms latest version). Unless the Parties have expressly agreed otherwise in writing, any costs relating to the transport of the goods to be delivered and all related costs, such as packaging, insurance, and similar expenses, shall be borne by the Buyer.
2. From the moment of delivery FCA Rotterdam from the Supplier's storage facility (or an external location), the risk relating to the goods shall pass to the Buyer, even if ownership of the goods has not yet been transferred to the Buyer, subject to Article 10.
3. The delivery period shall commence after the Agreement has been concluded. The delivery period shall be extended by the time during which the performance of the Agreement is delayed due to Force Majeure. Delivery is subject to availability and sufficient capacity, unless otherwise agreed. If an Agreement has been concluded but availability or sufficient capacity is lacking, the Supplier and the Buyer shall consult with each other in good faith to reach a solution.
4. If the Supplier has stated a delivery or performance period, such period shall be indicative only and shall never be regarded as a strict or fatal deadline. In the event of an overrun of a stated period, the Buyer must therefore give the Supplier written notice of default, granting the Supplier a reasonable period to still perform the Agreement.
5. If and insofar as, in the opinion of the Supplier, proper performance of the Agreement so requires, the Supplier shall be entitled to have certain activities performed by third parties.
6. The Buyer shall ensure that all data which the Supplier indicates to be necessary, or which the Buyer reasonably ought to understand to be necessary for the performance of the Agreement, are provided to the Supplier in a timely manner. If the data required for performance of the Agreement are not provided in time, the Supplier shall be entitled to suspend performance of the Agreement and/or charge the Buyer for any additional costs resulting from the delay.
7. The Supplier is entitled to deliver the sold goods in parts. In the event of partial deliveries, the Supplier shall be entitled to invoice each part separately and to demand payment in accordance with the applicable payment conditions.
8. The risk of loss or damage to the goods to which the Agreement between the Supplier and the Buyer relates shall pass to the Buyer at the moment the goods are legally and/or factually delivered to the Buyer and thereby brought into the control of the Buyer or of a third party designated by the Buyer, unless expressly agreed otherwise.
9. The Buyer is obliged to take delivery of the purchased goods at the moment they are made available to it or handed over to it. The Buyer therefore has a duty to accept delivery. The goods must be fully accepted at the agreed place and time of delivery

by or on behalf of the Supplier. The Buyer shall ensure adequate loading and unloading facilities and prompt unloading.

10. If delivery of the goods to the Buyer proves impossible due to a cause attributable to the Buyer, the Supplier reserves the right to store or have the goods stored at the Buyer's expense and risk. After storage, a period of thirty (30) days shall apply within which the Buyer shall enable the Supplier to still deliver the goods, unless the Supplier has expressly stipulated a different period in writing.
11. If the Buyer remains in default even after expiry of the period referred to in the preceding paragraph, the Buyer shall be in default by operation of law and the Supplier shall be entitled to dissolve the Agreement, in whole or in part, in writing and with immediate effect, without prior or further notice of default, without judicial intervention, and without being obliged to pay any compensation, costs, or interest. In such case, the Supplier shall be entitled to sell the goods to third parties or to use them for the performance of other agreements, as well as to destroy any documents already produced. The foregoing shall not affect the Buyer's obligation to pay the agreed, stipulated, or owed price, as well as any storage and/or other costs.
12. The Supplier shall at all times be entitled, in connection with the Buyer's financial obligations, to require advance payment or security from the Buyer before proceeding with delivery or commencing the performance of activities.
13. Drawings, technical descriptions, samples, specimens, images, colors, dimensions, and material indications are provided by the Supplier in good faith and as accurately as possible. However, such information is not binding. Deviations in delivered goods within the margins customary in the industry must be accepted and do not entitle the Buyer to lodge a complaint, claim replacement, compensation, or any other right, unless a smaller margin for deviations has been expressly agreed in the Agreement.
14. The Supplier shall endeavor to deliver goods with a (limited) shelf life as soon as possible, but cannot provide any guarantees regarding the remaining shelf life at the time of delivery.

Article 6. Inspection and Complaints

1. The Buyer shall inspect the delivered goods within twenty-four (24) hours after delivery for any deviations from what has been agreed. Any complaints relating to the delivered goods must be submitted to the Supplier in writing no later than two (2) business days after delivery for deliveries by 4 Cruise Supply and Pentrade Duty Free, and no later than seven (7) business days after delivery for deliveries by Shore International. Complaints must be accompanied by the relevant documents and samples and, where applicable, photographs, inspection reports, and/or other relevant documentation. Failing this, the Supplier shall not be obliged to process incomplete complaints. After expiry of the aforementioned periods, the delivered goods shall be deemed to have been irrevocably and unconditionally accepted by

the Buyer. The Buyer shall keep the defective goods at the Supplier's disposal. Submitting a complaint shall not suspend the Buyer's payment obligation with respect to the relevant goods.

2. Complaints shall be valid only insofar as the packaging of the goods is still in its original and undamaged condition. If the goods show externally observable damage upon arrival, the Buyer must make a written reservation towards the carrier by noting this on the delivery document and, notwithstanding paragraph 1 of this article, notify the Supplier thereof within twenty-four (24) hours after receipt.
3. Without prejudice to paragraphs 1 and 2 of this article, a hidden defect shall be deemed accepted unless the Buyer notifies the Supplier thereof in writing immediately after discovery, but no later than twenty (20) calendar days after the delivery date of the goods. Failing this, the Supplier shall not be liable for such defect or its consequences.
4. Defective goods may be returned only after prior consultation with one of the Supplier's sales representatives.
5. If goods have been assembled or processed by the Buyer, any complaint—on whatever grounds, including incorrect delivery—shall no longer be permitted, even if submitted within the applicable period. In such cases, the Supplier shall not be obliged to provide any remedy of any kind.
6. If a complaint has been properly submitted and the defect or deviation in the goods has been adequately demonstrated, the Supplier shall, at its discretion, replace the goods free of charge against return of the defective or non-conforming goods or agree to a discount. Any further compensation for damages is excluded.

Article 7. Price Adjustments

1. If, after conclusion of the Agreement but prior to delivery, one or more cost components change, the Supplier shall be entitled to adjust the agreed price accordingly. In any event, the Supplier shall be entitled to charge additional costs if cost-increasing circumstances arise which the Supplier could not reasonably have foreseen, which cannot be attributed to the Supplier, or which are significant in relation to the delivery price.
2. Furthermore, the following changes occurring after the quotation date shall be passed on in full to the Buyer:
 - a. taxes, import duties, levies, wages, employment conditions, social insurance contributions, or other charges imposed or amended by authorities or trade organizations in the Netherlands or within EU Member States;
 - b. changes made by governments or trade organizations to wages, employment conditions, collective labor agreements, VAT, social insurance, or similar matters, or changes in the prices of suppliers;
 - c. price increases resulting from exchange rates, rising wages, scarcity of and price increases in raw materials, semi-finished products, packaging materials, and similar items.

3. If the Supplier is of the opinion that cost-increasing circumstances have arisen, it shall immediately inform the Buyer thereof adequately and in writing.
4. If the Supplier increases the price by more than ten percent (10%) of the original invoice amount within three (3) months after the Agreement has been concluded, the Buyer shall be entitled to dissolve the Agreement free of charge, unless the Supplier indicates that it will still perform the Agreement at the original price. If the Buyer wishes to dissolve the Agreement due to a price increase, it must notify the Supplier of its intention to do so by registered letter within fourteen (14) days after notification of the price increase.

Article 8. Invoicing and Payment

1. The Supplier shall be entitled to require an advance payment from the Buyer prior to performance of the Agreement, which advance payment shall be deducted from the final invoice. Advances must be paid immediately.
2. If the Supplier prepares customs documents at the request of the Buyer, any costs arising therefrom for the Supplier, including but not limited to UTB assessments paid by the Supplier, shall be borne at the Buyer's expense and risk, unless there is intent or gross negligence on the part of the Supplier. Such costs shall be invoiced to the Buyer.
3. Invoices must be paid within thirty (30) days after the invoice date, in the manner specified by the Supplier and in the currency invoiced, unless expressly agreed otherwise.
4. After expiry of the agreed payment period, the Buyer shall be in default by operation of law, without any further notice of default being required.
5. From the moment the Buyer is in default, it shall owe interest of one percent (1%) per month on the due amount, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate shall apply. All judicial and extrajudicial costs incurred by the Supplier in obtaining payment, both in and out of court, shall be borne by the Buyer from that moment. In such case, the Buyer shall owe compensation of at least fifteen percent (15%) of the outstanding amount, with a minimum of EUR 150. If the actual costs incurred or to be incurred by the Supplier exceed this amount, such costs shall also be eligible for compensation.
6. If the Buyer fails to timely meet its payment obligations, the Supplier shall be entitled to suspend its obligations to deliver goods or perform activities towards the Buyer until payment has been made or adequate security has been provided. The same shall apply even before default occurs if the Supplier has reasonable grounds to doubt the Buyer's creditworthiness.
7. In the event of liquidation, bankruptcy, debt restructuring, or suspension of payments of the Buyer, or an application thereto, the Supplier's claims and the Buyer's obligations towards the Supplier shall become immediately due and payable.

8. Payments made by the Buyer shall always first be applied to settle accrued interest and costs, and secondly to settle the oldest outstanding invoices, even if the Buyer states that the payment relates to a later invoice.
9. The Supplier shall be entitled to refuse full repayment of the principal if accrued and ongoing interest and costs are not paid simultaneously.
10. If multiple natural persons or legal entities are designated as the Buyer, they shall be jointly and severally liable for the fulfillment of all obligations arising from the Agreement concluded with the Supplier.
11. If the Buyer has one or more counterclaims against the Supplier on any grounds whatsoever, the Buyer hereby waives its right of set-off. This waiver of the right of set-off shall also apply if the Buyer applies for (provisional) suspension of payments or is declared bankrupt.
12. The Supplier shall be entitled to set off outstanding amounts owed by the Buyer against its own claims or against claims of any of its affiliated companies against the Buyer or companies affiliated with the Buyer, including if such claims are not yet due and payable.

Article 9. Returnable Packaging

1. All packaging, insofar as it is not intended for single use, including but not limited to pallets, crates, containers, barrels (kegs) and other transport aids, shall remain the property of the Supplier, even if the Buyer pays a deposit for such packaging.
2. The Buyer is obliged to return the packaging, sorted and cleaned, as soon as possible and no later than upon the next delivery by the Supplier to the Buyer.

Article 10. Retention of Title

1. All goods delivered and to be delivered by the Supplier shall remain the property of the Supplier until the Buyer has fully complied with all its payment obligations towards the Supplier under any Agreement concluded with the Supplier for the delivery of goods and/or the performance of work or services, including claims due to the Buyer's failure to perform such an Agreement.
2. A Buyer acting as a reseller is permitted to sell and resupply all goods subject to the Supplier's retention of title insofar as customary in the ordinary course of its business. The Supplier shall obtain an undisclosed right of pledge over all receivables acquired by the Buyer from its customers upon resale of goods delivered by the Supplier under retention of title, in the manner prescribed in Article 3:239 of the Dutch Civil Code.
3. If the Buyer forms a new item partly from goods delivered by the Supplier, the Buyer shall form such item only for the Supplier and shall hold the newly formed item for the Supplier until the Buyer has paid all amounts due under the Agreement;

in that case, the Supplier shall have all rights of an owner in respect of the newly formed item until full payment by the Buyer.

4. The Buyer is not permitted to create limited rights over goods subject to the Supplier's retention of title. If third parties (seek to) create (limited) rights over goods subject to retention of title, the Buyer shall immediately inform the Supplier thereof.
5. With respect to delivered goods which have become the Buyer's property by payment but are still in the Supplier's possession, the Supplier hereby already reserves an undisclosed non-possessory right of pledge for additional security for claims—other than those referred to in Article 3:92(2) of the Dutch Civil Code—which the Supplier may have against the Buyer on any grounds whatsoever.
6. The Buyer is obliged to keep or have kept the goods delivered under retention of title separate from other goods, with due care, and as recognizable property of the Supplier.
7. The Buyer is obliged, for the duration of the retention of title, to insure the goods against fire, explosion and water damage as well as against theft, and to provide the insurance policies to the Supplier for inspection upon first request. All claims of the Buyer against insurers in respect of the goods under the aforementioned insurances shall, at the Supplier's request, be pledged by the Buyer to the Supplier on an undisclosed basis, as additional security for the Supplier's claims against the Buyer.
8. If the Buyer fails to fulfill its obligations or if there is justified fear that it will not do so, the Supplier shall be entitled to take back, or have taken back, the delivered goods subject to retention of title from the Buyer or from third parties holding the goods for the Buyer. The Buyer is obliged to provide full cooperation thereto, subject to a penalty of ten percent (10%) per day on the amount owed by it.

Article 11. Suspension and Dissolution

1. If the Buyer fails to fulfill its obligations under the Agreement, the Supplier shall, without prejudice to the provisions of the Agreement, be entitled to dissolve (terminate) the Agreement extrajudicially by means of a registered letter. Dissolution shall take place only after the Buyer has been given written notice of default and has been granted a reasonable period to remedy the breach.
2. Furthermore, the Supplier shall be entitled, without any reminder or notice of default being required, to dissolve the Agreement extrajudicially and with immediate effect, in whole or in part, by registered letter if:
 - a. the Buyer applies for (provisional) suspension of payments or (provisional) suspension of payments is granted to the Buyer;
 - b. the Buyer files for its own bankruptcy or is declared bankrupt;

- c. the Buyer submits an application for statutory debt restructuring or debt assistance, or if the Dutch Debt Restructuring (Natural Persons) Act becomes applicable to the Buyer;
- d. the Buyer's business is liquidated;
- e. a substantial part of the Buyer's business is acquired;
- f. the Buyer ceases its current business operations;
- g. other than through the Supplier's fault, a substantial part of the Buyer's assets is attached, or the Buyer can otherwise no longer reasonably be deemed able to fulfill its obligations under the Agreement.

3. The Buyer shall have the right to suspend or dissolve the Agreement with the Supplier only insofar as such right follows from mandatory law. If, at the time of dissolution, the Buyer has already received performance under the Agreement, the Buyer may dissolve the Agreement only partially, and exclusively for the part that has not yet been performed by or on behalf of the Supplier.
4. Amounts invoiced by the Supplier to the Buyer prior to dissolution in connection with the Supplier's performance under the Agreement shall remain fully payable by the Buyer and shall become immediately due and payable at the moment of dissolution.
5. If the Buyer, after having been put in default, fails to fulfill any obligation arising from the Agreement, in whole or in part, or in a timely manner, the Supplier shall be entitled to suspend its obligations towards the Buyer, without thereby being liable for any compensation towards the Buyer. The Supplier shall also be entitled to do so in the circumstances referred to in paragraph 2 of this article.

Article 12. Warranty

1. If the Agreement relates to goods that the Supplier sources or has sourced from third parties, the Buyer shall have no rights other than those which it can enforce directly against the manufacturer or the Supplier's supplier under the warranty provided by such manufacturer or supplier in respect of the delivered goods. The handling of a warranty claim shall be entirely at the discretion of the relevant manufacturer or supplier.
2. If goods delivered under a manufacturer's or importer's warranty are returned for warranty assessment by the relevant manufacturer or importer, any costs incurred by the Supplier in connection therewith shall be charged to the Buyer.
3. The Supplier hereby warrants that the products as delivered by the Supplier, in accordance with the provisions of a sales transaction:
 - a. comply in all respects with:
 - o the quantities; and
 - o the specifications; and
 - b. if they concern foodstuffs, are fit for human consumption.

4. Except for the warranty set out in paragraph 3, no warranty, representation or undertaking, whether express or implied, and no implied statutory provision of any jurisdiction shall apply to the products or any sales transaction. Other than as set out in paragraph 3 of this article, there are no requirements as to fitness for purpose of the products, regardless of whether the Buyer or any of its representatives has at any time informed the Supplier of any purpose, application, or use.

Article 13. Expiry of Warranty

1. If the Buyer fails to timely fulfill its payment obligations, or if during the warranty period any repair or modification is carried out on the delivered goods without the prior written consent of the warranty provider, any warranty obligation shall immediately lapse. The Buyer is not entitled to refuse payment of an invoice on the grounds that any warranty obligation has not been, not yet been, or not fully performed.
2. The warranty provided by the warranty provider shall not apply if a defect results from improper use, negligence, incorrect installation or incorrect testing of the goods, repair attempts not approved by the warranty provider, unauthorized modifications or use of the goods, or if the defect results from abnormal use of the goods, from fire, or from any other external cause.

Article 14. Liability

1. If the Supplier is liable for damage, such liability shall be limited to compensation for direct damage and to a maximum of the amount actually paid out by the Supplier's insurer in the relevant case. If the insurer does not pay out, the Supplier's liability shall be limited to compensation for direct damage up to a maximum of the invoice amount of the Agreement, or at least that part of the Agreement to which the liability relates. "Direct damage" shall exclusively mean:
 - a. reasonable costs to determine the cause and extent of the damage, insofar as such determination relates to damage as defined in these General Sales Conditions;
 - b. any reasonable costs incurred to ensure that the Supplier's defective performance conforms to the Agreement, unless such costs cannot be attributed to the Supplier;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Buyer demonstrates that such costs have resulted in limitation of the direct damage as referred to in these General Sales Conditions.
2. The Supplier shall never be liable for indirect damage, including personal injury, consequential damage, loss of profit, loss of savings, damage due to business

interruption, and damage resulting from fines imposed due to failure to meet (delivery) deadlines.

3. The Supplier shall not be liable for damage of whatever nature or in whatever form arising from the fact that it relied on incorrect and/or incomplete data provided by the Buyer.
4. The limitations of liability for direct damage included in these General Sales Conditions shall not apply if the damage is caused by intent or gross negligence on the part of the Supplier.

Article 15. Force Majeure

1. The Supplier shall not be obliged to perform any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to fault and that neither by virtue of law, legal act, nor according to generally accepted commercial standards is for its account.
2. For the purposes of these General Sales Conditions, force majeure shall include all facts and circumstances that (temporarily) hinder or render impossible the performance of the Agreement, over which the Supplier has no control and which are not attributable to the fault of the Supplier, nor for which the Supplier is responsible by virtue of law, legal act, or generally accepted commercial standards. Force majeure shall in any event include (but not be limited to) fire, abnormal weather conditions, strikes, labor disputes or other industrial unrest, (declared or undeclared) war, explosions, embargoes, sanctions, blockades, statutory restrictions, riots, uprisings, governmental regulations and actions, congestion or scarcity, epidemics, pandemics, cyberattacks or other computer failures at the Supplier or at the offices of third parties involved in the performance of the Agreement, and interruptions of power supply.
3. The Supplier shall also be entitled to invoke force majeure if the circumstance preventing (further) performance arises after the Supplier should already have performed its obligation.
4. During the period in which the force majeure situation continues, the Parties may suspend the obligations under the Agreement. If this period lasts longer than three (3) months, each Party shall be entitled to dissolve the Agreement, without any obligation to compensate the other Party for damages.
5. Insofar as, at the time force majeure arises, the Supplier has already partially fulfilled its obligations under the Agreement or will be able to partially fulfill them, and the fulfilled or to-be-fulfilled part has independent value, the Supplier shall be entitled to invoice the part already performed or to be performed separately. The Buyer shall be obliged to pay such invoice as if it concerned a separate agreement.
6. All additional costs caused by force majeure, such as transport and storage costs, warehouse or site rental, demurrage and detention charges, insurance, outbound handling, and similar costs, shall be borne by the Buyer and shall be paid to the Supplier upon first request.

Article 16. Limitation and Lapse of Claims

Any claim for damages against the Supplier shall lapse one (1) year after the intended delivery date, unless legal proceedings for recovery have been initiated within that period.

Article 17. Indemnification

1. The Buyer shall indemnify and hold the Supplier harmless against any claims by third parties who suffer damage in connection with the performance of the Agreement, the cause of which is attributable to parties other than the Supplier. This shall include, inter alia, claims by third parties relating to intellectual property rights in materials or data provided by the Buyer and used in the performance of the Agreement. If the Supplier is held liable or confronted with such claims by third parties, the Buyer shall be obliged to assist the Supplier both in and out of court and to immediately do all that may reasonably be expected of it in such case. If the Buyer fails to take adequate measures, the Supplier shall be entitled, without prior notice of default, to take such measures itself. All costs and damages incurred by the Supplier and third parties as a result thereof shall be borne entirely at the expense and risk of the Buyer.

Article 18. Confidentiality and Cyber Security

1. Data of the Supplier shall not be retained longer than necessary for the purpose for which they were collected or used, but in any event not longer than seven (7) calendar years after termination of the Supplier's activities in connection with the Agreement with the Buyer.
2. The Buyer and the Supplier undertake to treat all information obtained from each other as confidential. Each Party is responsible for ensuring that its employees comply with the obligations arising from the Agreement and the applicable terms and conditions, including these General Sales Conditions. The Buyer and the Supplier shall take appropriate technical and organizational measures to ensure information security, the storage and use of information processed in their information systems, and to safeguard the confidentiality and integrity of data content. Access to and use of the information systems of the Buyer and the Supplier shall be carried out in a manner that does not jeopardize the security of such information systems. The Parties shall exercise reasonable care in complying with this obligation, which shall continue to apply after performance of the Agreement, taking into account available technology, the risks involved and the associated costs, as well as applicable European and national laws and regulations.

Article 19. Applicable Law and Forum

1. All Agreements concluded or to be concluded by the Supplier shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. All disputes — including those considered as such by only one of the Parties — arising from or in connection with an Agreement to which these General Sales Conditions apply in whole or in part, or from other agreements resulting from such an Agreement, shall be submitted to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands, unless a mandatory provision of law provides otherwise.

Article 20. Miscellaneous

1. These General Sales Conditions have been filed with the Chamber of Commerce in Rotterdam and are also published on our website. All previously filed general terms and conditions are hereby superseded.
2. The most recently filed version shall always apply, or, as the case may be, the version in force at the time the Agreement was concluded.
3. The Parties are independent contractors. Nothing in an Agreement shall be deemed to create a partnership, joint venture, employment relationship, or agency of any kind between the Parties.
4. No amendment or modification of an Agreement shall have any effect unless made in writing and signed by a duly authorized representative of each Party.
5. If any provision forming part of these General Sales Conditions or of the Agreement is void or is annulled, the General Sales Conditions and the Agreement shall otherwise remain in force as much as possible, and the relevant provision shall be replaced without delay, in consultation between the Parties, by a provision that approximates the intent of the original provision as closely as possible.