

## **GENERAL TERMS AND CONDITIONS OF SERVICE PENTRADE B.V.**

Established at Nieuwesluisweg 100 E, 3197 KV Botlek Rotterdam, the Netherlands, registered with the Chamber of Commerce under number 24378644.

### Article 1. Definitions

In these General Terms and Conditions, the following definitions shall apply:

1. **General Terms and Conditions:** these General Terms and Conditions for the provision of services of Pentrade BV.
2. **Documents:** all documents and data carriers made available by the Client or Pentrade BV to the other party in the context of the performance of the Agreement, as well as all written works prepared by Pentrade BV in the context of the performance of the Agreement.
3. **Third Parties:** all persons or entities, not being subordinates, with whom Pentrade BV has engaged for the benefit of the Client, regardless of whether Pentrade BV has engaged them in its own name or in the name of the Client for the performance of Services, including service providers.
4. **Customs Services:** the filing of declarations of any nature whatsoever, including import declarations, export declarations and transit declarations, the keeping of records, the application for permits or amendments to permits, formalities relating to storage in a customs warehouse, and the performance of other customs and fiscal activities for or on behalf of the Client, all in the broadest sense of the term.
5. **Good (or Goods):** the goods to be made available or made available to Pentrade BV or Third Parties by or on behalf of the Client in connection with the Agreement, including their packaging. This includes all commercial goods, as well as all titles or documents that represent or will represent such goods.
6. **Auxiliary Person(s):** all persons or entities engaged by Pentrade BV for the performance of the Services, not being subordinates of Pentrade BV.
7. **Assignment:** the assignment to perform Services given by the Client, which is performed by Pentrade BV in accordance with the provisions of these General Terms and Conditions, whether or not on the basis of an Agreement.
8. **Client:** the natural or legal person that instructs Pentrade BV to perform Services and is the contracting party to the Agreement within the meaning of Article 6:231(c) of the Dutch Civil Code.
9. **Agreement:** the agreement concluded between Pentrade BV and the Client relating to the Services to be performed by Pentrade BV, of which these General Terms and Conditions form part. The term Agreement shall also always include the Assignment.
10. **Parties:** Pentrade BV and the Client jointly.
11. **Pentrade BV:** the user of these General Terms and Conditions within the meaning of Article 6:231(b) of the Dutch Civil Code, also operating under the trade names “Custom Services Rhoon” and “Logistic Centre Rhoon”.

12. **Written:** in these General Terms and Conditions, “written” shall also include communication by e-mail, fax, or digital means (for example via an online interface), provided that the identity of the sender and the integrity of the content are sufficiently established.
13. **Business Day(s):** all days, excluding Saturdays, Sundays, officially recognized public holidays, and public holidays or rest days recognized in the country or region where the Services are performed.
14. **Services:** all operational, logistical, administrative, and facilitative services, including but not limited to unloading, inbound handling, storage, outbound handling, loading, inventory management, assembly, order processing, order picking, shipment preparation, invoicing, information exchange and information management, as well as transport, arranging transport, and the provision of Customs Services in relation to Goods.

## Article 2. Scope and applicability

1. These General Terms and Conditions apply to all offers, Assignments, agreements, and Services of or by Pentrade BV, of whatever nature, as well as to their formation, unless such applicability has been expressly excluded in whole or in part in writing or explicitly agreed otherwise.
2. Any general terms and conditions of the Client, by whatever name called, are hereby expressly rejected. Deviations from and additions to these General Terms and Conditions shall apply only insofar as they have been expressly accepted in writing by Pentrade BV.
3. If Pentrade BV has permitted deviations from these General Terms and 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 Terms and Conditions. The Client may not derive any rights from the manner in which Pentrade BV applies these General Terms and Conditions.
4. If one or more provisions of these General Terms and Conditions or of any other agreement with Pentrade BV are or become 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 Pentrade BV.
5. If any provision forming part of these General Terms and Conditions or of the Agreement is void or is annulled, these General Terms and 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.
6. A Client who has once contracted on the basis of these General Terms and Conditions shall be deemed to have tacitly agreed to the applicability of these General Terms and Conditions to any subsequent agreement concluded with Pentrade BV.

7. In the event of any conflict between the contents of an agreement concluded between the Client and Pentrade BV and these General Terms and Conditions, the contents of the agreement shall prevail.
8. These General Terms and Conditions have been drawn up in various languages. In the event of any dispute regarding their content and/or interpretation, the Dutch text and its interpretation under Dutch law shall at all times prevail.
9. The content of these General Terms and Conditions may be amended or supplemented unilaterally by Pentrade BV from time to time. Amendments or supplements shall enter into force on the date determined by Pentrade BV, provided that Pentrade BV informs the Client in writing of the intended amendments at least 30 days in advance.
10. If the Client does not agree with the intended amendments or supplements, it shall have the right to terminate the Agreement in writing prior to the date on which the amendments take effect. Continued performance of the Agreement after the effective date of the amendments without written objection by the Client shall be deemed acceptance of the amendments.
11. 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. Additional conditions in the event of Customs Services

1. If Pentrade BV undertakes to provide Customs Services, the Dutch Freight Forwarding Conditions (Nederlandse Expeditievoorwaarden), in the version deposited by FENEX with the registries of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam as applicable at the time the Agreement is concluded (the "Dutch Freight Forwarding Conditions"), shall apply in addition to these General Terms and Conditions, with the exclusion of the arbitration clause, unless another version has been agreed. The Dutch Freight Forwarding Conditions can be consulted and downloaded via the following link:  
<https://cms.tln.nl/storage/media/00.-Bestanden/20180501-Nederlandse-Expeditievoorwaarden-Fenex.pdf>
2. Furthermore, for the provision of Customs Services, Pentrade BV makes use of various authorisations, including but not limited to authorisation for direct representation and authorisation for limited fiscal representation. Unless expressly agreed otherwise by the parties, the Client shall, at the first request of Pentrade BV, grant a direct power of attorney, in the format prescribed by Pentrade BV, to the local entities of Pentrade BV performing the Customs Services and/or to third parties engaged by Pentrade BV for the Customs Services. Such authorisations shall be signed and returned at the first request of Pentrade BV.
3. In the event of any inconsistencies, ambiguities or other conflicts between the conditions referred to in Article 3.1 and the authorisations on the one hand, and these General Terms and Conditions on the other hand, the Dutch Freight Forwarding Conditions shall prevail over these General Terms and Conditions. This

shall apply exclusively to any Customs Services performed or to be performed by Pentrade BV. In all other respects, these General Terms and Conditions shall prevail, and the Dutch Freight Forwarding Conditions shall apply only in a supplementary manner.

#### Article 4. Additional conditions in the event of storage of Goods

1. If Pentrade BV undertakes the storage of Goods (including all Services related to the storage of the Goods, such as inbound handling, outbound handling, and inventory management), the most recent version of the Logistics Services Conditions of Transport and Logistics Netherlands (TLN) shall also apply in addition, with the exclusion of the arbitration clause contained therein.
2. In the event of any inconsistencies, the Logistics Services Conditions shall prevail over these General Terms and Conditions. This shall apply exclusively to any storage performed or to be performed by Pentrade BV. In all other respects, these General Terms and Conditions shall prevail, and the Logistics Services Conditions shall apply only in a supplementary manner.

#### Article 5. Data and information

1. The Client is obliged to timely provide Pentrade BV with all data and information requested by Pentrade BV, as well as all data and information that the Client reasonably knows or should know are necessary for the proper performance of the Services, in the form and manner desired by Pentrade BV. In particular, the Client undertakes and warrants to Pentrade BV that it shall timely provide all statements and documents relating to the Goods and their handling which the Client knows or ought reasonably to know are relevant to Pentrade BV. This includes, *inter alia*, information regarding the origin and nature of the Goods and, where applicable, the emissions/CO<sub>2</sub> output generated during the production of such Goods, as well as, in particular, any information attributable to the Client in its capacity as manufacturer, importer, owner or otherwise in relation to the Goods, which is relevant for the correct performance of the Services in accordance with applicable laws and regulations.
2. The Client warrants the accuracy, completeness, reliability, and lawfulness of all data and information provided by or on behalf of the Client to Pentrade BV, including where such data or information is provided through or originates from third parties, unless the nature of the Assignment dictates otherwise. Pentrade BV is not obliged, but is entitled, to verify the accuracy of the information or data provided by the Client, or to examine the authenticity or regularity of the documents and information supplied by the Client.
3. The Client is obliged to immediately inform Pentrade BV of any facts and circumstances that may be relevant to the performance of the Services, including communications from the Tax Authorities or Customs Authorities.

4. Pentrade BV is entitled to suspend the performance of the Services until such time as the Client has complied with the obligations set out in the first, second, and third paragraphs of this article.
5. Any additional costs, additional hours, and any other damage incurred by Pentrade BV as a result of the Client's failure to comply with the obligations referred to in the first, second, or third paragraphs shall be at the Client's expense and risk.
6. At the Client's first request, Pentrade BV shall return the original documents provided by the Client to the Client.
7. Pentrade BV is not an expert with respect to the nature, condition, origin, quality, quantity, and/or value of the Goods. Pentrade BV shall therefore not be liable for any damage arising from or related to any statement made by Pentrade BV regarding the nature, condition, origin, quality, quantity, and/or value of the Goods, or with respect to the conformity of samples with the Goods.
8. The Client is responsible for the correct compliance with applicable laws and regulations regarding the protection of personal data, including the provision and disclosure to Pentrade BV of personal data relating to its employees, clients, or third parties, including where such data originates from third parties or is provided by third parties on the Client's behalf. Pentrade BV cannot be held liable in connection with any failure or incorrect compliance by the Client in this respect.

#### Article 6. Performance of the Agreement

1. In performing the agreed Services for the Client, Pentrade BV shall exercise the due care expected of a reasonably acting and reasonably competent professional. Pentrade BV does not guarantee any specific result towards the Client. Any indicated delivery time for the Services is approximate only, shall never be deemed a strict deadline, and is subject to unforeseen circumstances, unless expressly agreed otherwise in writing.
2. If Pentrade BV provides an estimate of costs and rates in a quotation that the Services may entail in a particular case, such estimate shall be non-binding, unless an acceptance period is expressly stated in or in connection with that quotation. Pentrade BV is never obliged to accept an Assignment for the performance of Services.
3. An Assignment shall be deemed accepted by Pentrade BV either by means of an explicit written confirmation or by Pentrade BV commencing the performance of the Services / customs formalities.
4. Pentrade BV shall determine the manner in which the Services are performed. Pentrade BV shall take into account timely provided and reasonable instructions from the Client regarding the performance of the Assignment. However, Pentrade BV shall in no event be obliged to follow the Client's instructions.
5. Pentrade BV is entitled to have certain Services performed by third parties if, in the opinion of Pentrade BV, this is desirable in view of an optimal performance of the Assignment for the Parties.

6. All mandatory laws and regulations applicable to the performance of the Agreement and to be observed by Pentrade BV form an integral part of this Agreement. The Client declares that it shall at all times fully respect the obligations arising therefrom for Pentrade BV.

#### Article 7. Fees and payment

1. Unless otherwise agreed, the Services shall be charged at the rates customarily applied by Pentrade BV at the time the Services are performed, based on the number of hours worked on the Assignment. The obligation to pay the fee is not dependent on whether the result intended by the Assignment has been fully achieved.
2. The fee shall, in principle, be invoiced monthly in arrears for the immediately preceding month. Pentrade BV is entitled to send invoices electronically.
3. If Pentrade BV charges all-in rates or lump-sum (fixed) rates, such rates shall be deemed to include all costs that, in general, are borne by Pentrade BV in the normal execution of the Assignment. Unless otherwise agreed, all-in rates and lump-sum (fixed) rates shall in any event not include (but not be limited to): duties, taxes and levies, consular and legalization costs, the provision of security or guarantees, costs for issuing bank guarantees, and insurance premiums.
4. Invoices must be paid within 30 days after the invoice date by crediting a bank account designated by Pentrade BV and in the currency stated on the invoice. The amounts invoiced shall remain due even if damage has occurred during the performance of the Agreement.
5. The Client is not permitted to set off claims for payment of fees arising from the Agreement, amounts owed by the Client in connection with the Services on any other basis, or any further costs resting on the Goods, against claims of the Client, nor to suspend payment of the aforementioned claims.
6. Pentrade BV is entitled to set off outstanding amounts owed by the Client against its own claims, or against claims of any of its affiliated companies against the Client or companies affiliated with the Client. This also applies if such claims are not yet due and payable. This right of set-off also includes amounts received for the benefit of the Client and its affiliated companies.
7. If the Client fails to pay an invoice on time, the Client shall be in default by operation of law, without any further notice of default being required. From that moment, the Client shall owe interest of 1% per month. Interest on the outstanding amount shall be calculated from the date the Client is in default until the date of full payment. All judicial and extrajudicial costs incurred by Pentrade BV in obtaining payment—whether in or out of court—shall from that moment be borne by the Client. In such case, the Client shall owe compensation of at least 15% of the outstanding amount, with a minimum of EUR 250. Furthermore, Pentrade BV shall be entitled to suspend all Services for the Client, including the provision of information to the Client, for as long as full payment has not been received.

8. Pentrade BV is entitled to adjust its rates annually as of 1 January in accordance with the price index for commercial services published by the Bureau of Statistics (index 2010 = 100).
9. The Client is aware of and accepts that the quotation (offer) is based on the rates, wages, freight rates, and exchange rates in effect on the date the quotation is sent to the Client, as well as on dates stated subject to reservation. Pentrade BV shall not be deemed to have taken into account subsequent circumstances or cost-increasing factors, including but not limited to increases in wages, rates, or costs as a result of government measures or legislation, supply chain disruptions, freight rates, exchange rate increases, currency fluctuations, or price adjustments resulting from market changes in the broadest sense.
10. Failing a written objection to the invoice within 10 Business Days after the invoice date, any right to dispute the invoice and/or its designation on any grounds whatsoever shall lapse by way of settlement agreement pursuant to Article 7:900 of the Dutch Civil Code, and the Client's acceptance of the invoice shall be deemed final. Any dispute of an invoice shall not suspend the Client's obligation to pay.
11. If Pentrade BV, on the instructions of the Client, prepares customs documents, any costs arising therefrom for Pentrade BV—including but not limited to any UTB assessments paid by Pentrade BV—shall be at the expense and risk of the Client, unless there is intent or gross negligence on the part of Pentrade BV. Such costs shall be invoiced to the Client by Pentrade BV.

#### Article 8. Commencement, duration, termination

1. The Agreement is entered into for an indefinite period, unless it follows from the content, nature or scope of the Assignment granted that it has been entered into for a fixed term.
2. Both the Client and Pentrade BV may terminate the Agreement at any time in writing, subject to a notice period of three (3) months, unless the principles of reasonableness and fairness preclude termination or termination subject to such notice period.
3. The Agreement may be dissolved (terminated) by registered letter by either Pentrade BV or the Client, with immediate effect and without observing a notice period, in the event that the other Party is unable to pay its debts, if a trustee, administrator or liquidator has been appointed, if the other Party enters into a debt restructuring arrangement, or ceases its activities for any other reason, or if the other Party reasonably considers that one of the aforementioned circumstances has arisen, or if a situation has arisen that justifies immediate termination in the interest of the terminating Party.
4. In all cases of (interim) dissolution or termination, Pentrade BV shall retain its right to payment of invoices for the Services performed by it up to that time. Upon receipt of payment from the Client, Pentrade BV shall, subject to reservation, make available the provisional results of the Services performed up to that time.

5. If (interim) dissolution or termination is initiated by the Client, Pentrade BV shall be entitled to compensation for demonstrable loss of capacity incurred on its side, as well as for any additional costs that Pentrade BV has reasonably incurred or will reasonably incur as a result of the premature termination of the Agreement, unless the dissolution or termination is based on facts and circumstances attributable to Pentrade BV.
6. If (interim) termination or dissolution is initiated by Pentrade BV, the Client shall be entitled to the cooperation of Pentrade BV in the transfer of the Services to third parties, unless the termination is based on facts and circumstances attributable to the Client. To the extent that such transfer of the Services entails additional costs for Pentrade BV, such costs shall be charged to the Client. Upon termination of the Agreement, each of the Parties shall promptly hand over to the other Party all Goods, property, and documents in its possession that belong to the other Party.

## Article 9. Liability

### Liability of Pentrade BV

1. All Services are performed at the expense and risk of the Client.
2. If Pentrade BV is liable for any damage whatsoever, such liability shall be limited to compensation for direct damage only and to an amount equal to twice the invoice amount (excluding VAT) charged by Pentrade BV for its Services in connection with the relevant Assignment. For Assignments with a duration exceeding six (6) months, such liability shall be further limited to twice the invoiced amount over the last six (6) months (excluding VAT). In addition, the liability of Pentrade BV shall at all times be limited to the amount actually paid out by Pentrade BV's insurer in the relevant case.
3. Pentrade BV shall not be liable for any damage of whatever nature arising from the fact that Pentrade BV has relied on incorrect and/or incomplete data or information provided by or on behalf of the Client.
4. Any claims relating to alleged liability of Pentrade BV must be submitted in writing and with substantiation as soon as possible. Any right to compensation shall lapse twelve (12) months after the event from which the damage directly or indirectly arose.
5. Pentrade BV shall never be liable for indirect damage, including but not limited to loss of business, consequential damage, loss of profit, loss of savings, damage due to business interruption, and damage resulting from imposed fines.
6. The limitations of liability for damage included in these General Terms and Conditions shall not apply if the damage is caused by intent or wilful recklessness on the part of Pentrade BV.

### Liability of the Client

7. The Client shall be liable towards Pentrade BV and shall, regardless of the amount, upon first written request, compensate, indemnify and hold Pentrade BV harmless,

and provide sufficient security or guarantees in a form chosen by Pentrade BV, against all damage, including but not limited to material damage, immaterial damage, consequential damage, fines, interest, as well as penalties and forfeitures, including consequences resulting from the failure to complete or timely complete customs documents, and claims relating to product liability and/or intellectual property rights, which Pentrade BV suffers or expects to suffer directly or indirectly as a result of, *inter alia*, the Client's failure to comply with any obligation under the Agreement or under applicable national and/or international laws and regulations, as a result of any incident falling within the Client's sphere of risk, as well as as a result of the fault or negligence in general of the Client and/or its subordinates and/or third parties engaged by or acting for the Client.

8. If, in the performance of an Assignment for the Client, Pentrade BV or a Third Party identifies circumstances that are not in compliance with applicable laws and regulations, including contractual arrangements with third parties of which the Client is aware that Pentrade BV's assessment directly affects the continuation of such contractual arrangements, Pentrade BV shall, in addition to its statutory rights, at all times and under all circumstances be entitled to immediately suspend and/or terminate its Services. In such event, the Client shall remain fully bound by all its contractual obligations towards Pentrade BV, without any entitlement to compensation or damages.

#### Article 10. Indemnification

1. The Client shall indemnify and hold Pentrade BV harmless against any claims by third parties/Third Parties alleging to have suffered damage as a result of or in connection with the Services performed by Pentrade BV for the benefit of the Client. Furthermore, the Client shall indemnify Pentrade BV against any claims — including an Invitation to Pay (Uitnodiging Tot Betaling, UTB) and other (additional) assessments imposed by Customs — resulting from the incorrect, incomplete, or failure to deregister Goods for which customs documents have been prepared by Pentrade BV.
2. The Client is obliged to assist Pentrade BV, both in and out of court, if Pentrade BV is held liable or is confronted with claims as referred to in the first paragraph of this article, and to immediately do all that may reasonably be expected of it in such case. If the Client fails to take adequate measures, Pentrade BV shall be entitled, without prior notice of default, to take such measures itself. All costs and damage incurred by Pentrade BV and third parties as a result thereof shall be borne entirely at the expense and risk of the Client.

#### Article 11. Force majeure and unforeseen circumstances

1. For the purposes of these General Terms and Conditions, force majeure shall mean any facts and circumstances that (temporarily) hinder or render impossible the performance of the Agreement, over which Pentrade BV has no control and which are not attributable to the fault of Pentrade BV, nor for which Pentrade BV is

responsible by virtue of law, legal act, or generally accepted standards in commerce. 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 Pentrade BV or at the offices of Third Parties involved in the performance of the Assignment, and interruptions of power supply.

2. In the event of permanent force majeure, Pentrade BV shall be entitled to dissolve the Agreement with the Client extrajudicially by means of a written declaration, without judicial intervention. Pentrade BV shall not be liable towards the Client for any damage suffered by the Client as a result thereof, of whatever nature or extent. In the event of temporary force majeure, Pentrade BV shall be entitled to extend the periods within which the Agreement must be performed by the duration of the temporary impediment. If such impediment on the part of Pentrade BV lasts longer than thirty (30) calendar days, the Client may request (partial) dissolution of the Agreement, without any entitlement to compensation, without prejudice to the Client's (payment) obligations in respect of the part of the Agreement already performed by Pentrade BV.
3. If, at the time the force majeure event occurs, Pentrade BV has already partially fulfilled its obligations or is only able to partially fulfill its obligations, Pentrade BV shall be entitled to invoice the part already performed or to be performed separately.
4. 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 Client and shall be paid to Pentrade BV upon first request.
5. If unforeseen events or a change in circumstances resulting from economic, financial, technical, political, or legal changes fundamentally alter the equilibrium of the Agreement, such that Pentrade BV is excessively burdened in the performance of its contractual obligations, either because the costs of performance increase or because the value of performance decreases, Pentrade BV may, after written notice to the Client, require the Parties to negotiate in good faith with a view to an equitable revision of the Agreement, so that neither Party is disproportionately disadvantaged.

#### Article 12. Confidentiality and cyber security

1. All documents prepared by Pentrade BV in the performance of the Assignment shall remain the intellectual property of Pentrade BV. Reproduction for the Client's own use or for use by Third Parties is not permitted without Pentrade BV's prior written and specific consent.
2. The Client shall not disclose or make available to Third Parties any information regarding Pentrade BV's methods of operation or any other information relating to Pentrade BV without Pentrade BV's prior written approval. No rights may be derived

by parties other than the Client(s) from any advice or similar materials provided in the context of the Services, and insofar as such rights could arise, this shall only be the case if and insofar as subject to the applicability of these General Terms and Conditions.

3. Data relating to the Client and Third Parties 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 the termination of Pentrade BV's Services in respect of the specific Assignment for or Agreement with the Client.
4. In connection with the provisions of the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme – "Wwft"), the Client is obliged, when granting the Assignment or immediately upon first request thereafter, to identify itself by means of a valid identification document and, where required, to provide evidence of any power of attorney.
5. The Client and Pentrade BV 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 Terms and Conditions. The Client and Pentrade BV shall take appropriate technical and organizational measures to ensure the information security of the Services, the storage and use of information processed in their information systems, and to safeguard the confidentiality and integrity of the data content. Access to and use of the information systems of the Client and Pentrade BV shall be conducted 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 the performance of the Agreement, taking into account available technology, the risks involved and associated costs, as well as applicable European and national laws and regulations.

#### Article 13. Limitation and expiry

1. Any claim against Pentrade BV shall become time-barred by the mere lapse of nine (9) months.
2. Any claim against Pentrade BV shall lapse (expire) by the mere lapse of eighteen (18) months.
3. The periods referred to in paragraphs 1 and 2 shall commence on the day following the day on which the claim became due and payable, or, as the case may be, on the day following the day on which the Client became aware of the damage.

#### Article 14. Governing law and jurisdiction

1. All agreements between the Client and Pentrade BV shall be governed exclusively by Dutch law.

2. Any disputes shall be submitted exclusively to the competent court in Rotterdam, the Netherlands, unless a mandatory statutory provision dictates otherwise.
3. These General Terms and Conditions have been filed with the Chamber of Commerce and are also published on our website.  
The most recently filed version shall always apply, or, as the case may be, the version in force at the time the Agreement with Pentrade B.V. was concluded.