# GENERAL TERMS AND CONDITIONS OF VRIESOORD B.V.

Filed at the Court Registry or the District Court in 's-Hertogenbosch, the Netherlands, on 10 February 2006, under number 25/2006.

## ARTICLE 1. DEFINITIONS

Vriesoord.

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

**DELIVERY**: the moment at which the Goods are put at the disposal of the principal respectively entitled party after Vriesoord has carried out the agreed work.

STORAGE TEMPERATURE: the temperature of the storage facility where the Goods are stored in the cold store or frozen goods storage facility or other storage facility, apart from minor temporary deviations. FORWARDING: entering into one or more transport agreements with a carrier for the benefit of the principal, or stipulating a clause in such transport agreement(s) for the benefit of the principal.

ASSISTANTS: all those, not being staff of Vriesoord, whose assistance is called in by Vriesoord when carrying out the Agreement.

RECEIPT: the moment at which the Goods have been physically taken charge of by Vriesoord in order to carry out the agreed work.

AGREEMENT: the Agreement in which Vriesoord undertakes towards the principal to carry out work such as transport, forwarding, unloading, handling in, storage, keeping at a constant temperature or defrosting, cooling or deep-freezing of goods, handling or processing of goods, handling out, loading, getting the goods ready for dispatch, all this if and insofar as such work has been agreed between the principal and

FORCE MAJEURE: Circumstances which Vriesoord has not been able to avoid and the consequences of which Vriesoord has not been able to prevent. At all times, force majeure on the part of Vriesoord is to be understood, amongst other things, as: fire and explosion, as well as their consequences, strikes within the own company and mechanical failure of the cooling unit and/or deep freezer or other equipment due to latent defects in such equipment, change of quality of the Goods which is caused by the lapse of time and the nature of the Goods, the packaging of Goods, freeze burn and loss caused by vermin.

PRODUCT TEMPERATURE: the temperature of the Goods, measured in the core of any of the goods respectively the core of a packing unit.

TRANSPORT COURSE: The part within the fulfilment of the Agreement in which the Goods entrusted to Vriesoord are on board a means of transport in order to be transported with it.

STOCK DIFFERENCE: an inexplicable difference between the physical stock and the stock as it should have been according to the stock records of Vriesoord and the principal.

Vriesoord: the private limited liability company under Dutch law Vriesoord B.V. having its registered office and business office in 's-Hertogenbosch, the Netherlands, and associated companies.

WORKING DAYS: all calendar days, except for the Saturdays,

**WORKING DAYS:** all calendar days, except for the Saturdays, Sundays, and the Christian and national public holidays generally recognized in the Netherlands.

WORKING HOURS: the opening hours of the office of Vriesoord, notably during working days from 07.00 hours till 17.00 hours.

GOODS: the Goods put at the disposal of Vriesoord by the principal for the fulfilment of the Agreement.

# ARTICLE 2. APPLICABILITY

- 2.1. These General Terms and Conditions shall govern all offers made by Vriesoord, all Agreements entered into by Vriesoord and all legal acts and factual activities carried out by Vriesoord for the fulfilment of all this, such if and insofar as not contrary to any imperative rules of law.
- 2.2. Any deviations from these General Terms and Conditions shall only be valid if and insofar as explicitly agreed between parties.
- 2.3. Unless explicitly agreed otherwise, the applicability of any General Terms and Conditions applied by the principal shall be precluded.

# ARTICLE 3. QUOTATIONS

- 3.1. All quotations of Vriesoord shall be noncommittal at all times. If a quotation contains a noncommittal offer which is accepted by principal, Vriesoord shall have the right to withdraw the offer within two working days after receipt of the acceptance.
- 3.2. The contents of all price lists, brochures and other data belonging to a quotation has been quoted as accurately as possible. The data concerned shall only be binding upon Vriesoord, if such has been explicitly confirmed in writing by Vriesoord. All quotations are based on information provided by principal.
- 3.3. Without prejudice to the provisions in Article 3.1, all quotations by Vriesoord shall have a limited term of 30 days, unless indicated otherwise in writing. If a quotation is not accepted within this term, Vriesoord shall be entitled to change the conditions and the price as included in the quotation.

# ARTICLE 4. COMING INTO EFFECT OF THE AGREEMENT

- 4.1. The Agreement shall not come into effect until after written acceptance or confirmation by Vriesoord of an assignment by principal within five working days after receipt of an assignment.
- 4.2. In the event of activities for which no quotation respectively engagement letter is sent due to their nature and proportions, the invoice shall also qualify as an engagement letter.

4.3. All Agreements are entered into on the condition precedent of creditworthiness of principal.

## ARTICLE 5. PRICES

- 5.1. All quoted prices are exclusive of sales tax (VAT) and exclusive of all further levies, fees or charges payable in connection with the fulfilment of the Agreement. Prices are furthermore exclusive of packing and transport expenses, unless if and insofar as explicitly stated otherwise in the Agreement.
- 5.2. If prices and/or rates of price-determining factors, such as for instance wages, energy, materials, currency differences, interest and insurance contributions are raised, regardless of which cause, Vriesoord shall be entitled to adjust the price accordingly.
- 5.3. The prices applicable to continuing performance contracts shall be reviewed annually on the 1<sup>st</sup> of January, amongst other things, on the basis of the Consumers' Price Index Figures (CPI) All Households series, as published by the Dutch Central Bureau of Statistics.
- 5.4. If the fulfilment of the assignment made to Vriesoord is delayed at the request of principal or due to a lack of data or instructions or for another cause on the part of principal, Vriesoord shall be entitled to increase the prices by the amount of the resulting extra expenses, such as loss of interest.
- 5.5. Vriesoord may also raise the price if additional expenses have been incurred by Vriesoord for additional work and/or abnormal circumstances or due to instructions by principal accepted by Vriesoord in respect of the handling, storage or transport of the Goods which have not been anticipated in the Agreement, or failure on the part of principal to perform the obligations arising from the Agreement and these General Terms and Conditions. Additional work is to be understood also as work due to inspection(s) of the Goods by the authorities.
- 5.6. If principal has informed Vriesoord or if parties have agreed that the Goods shall be delivered or picked up on a specific date, time or location, whereas these are delivered or picked up at another time, on another date or location, the price shall be increased by the amount of the resulting expenses for Vriesoord.
- 5.7. The prices are also increased if at the request of principal the assignment is carried out outside working hours or working days.

# ARTICLE 6. PAYMENT CONDITIONS

- 6.1. The payment of the invoices of Vriesoord shall be effected in the currency as indicated on the invoices concerned, within 14 days of the date of invoice and without any discount, deduction or setoff. Principal is not entitled to suspend its payment obligations. The value date indicated on the bank statements of Vriesoord shall be considered as the date of payment.
- 6.2. If principal fails to perform its obligations towards Vriesoord within the agreed term of payment, principal shall be in default by operation of law, without the requirement of any default notice. From the moment at which principal is in default up to the date of full payment, principal shall be liable to pay an interest charge for late payment amounting to 1,5% per month of the amount payable or part thereof, without prejudice to the right of Vriesoord to full compensation of damage pursuant to the law.
- 6.3. All expenses in respect of collection of the amount payable by principal, both judicial and extrajudicial expenses, shall be at the expense of principal. These expenses include but are not limited to the expenses in respect of attachment, bankruptcy petition, collection charges, as well as the expenses to be incurred by contractor for calling in lawyers, bailiffs and other experts.
- 6.4. Upon or after entering into the Agreement and every time at first request thereto from Vriesoord, principal shall be held to settle advance payments amounting to the sums as indicated by Vriesoord. Vriesoord shall not be held to pay any interest on advance sums.
- 6.5. Vriesoord is entitled to demand security from the principal which in its opinion is adequate for the performance of obligations, if Vriesoord has solid grounds for fearing that the principal will not perform his obligations.
- 6.6. Invoices are deemed to have been accepted and approved by principal, if within eight days of the date of invoice Vriesoord has not received any objection against the invoices by registered post.

# ARTICLE 7. TRANSPORT

- 7.1. Apart from the treaties, laws and legal regulations, applicable to the different transport modalities, and with due observance of the aforementioned, the General Transport Terms and Conditions 1983 shall apply with respect to the national transport course, and the Geneva CMR convention shall apply with respect to cross-border transport course.
- 7.2. If and insofar as aforementioned treaties, laws and legal regulations and conditions do not regulate any liabilities, the present General Terms and Conditions shall apply in respect of these matters.

7.3. Any packing used by Vriesoord shall remain property of Vriesoord and must be returned to Vriesoord within 14 days after delivery, in default of which Vriesoord shall be entitled to charge the price of this packing to principal.

## ARTICLE 8. FORWARDING

8.1. If Vriesoord undertakes to engage in forwarding, such activities shall also be subject to the Dutch Forwarding General Terms and Conditions dated 4 January 1999 as filed at the Court Registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam, or at least the version of these General Terms and Conditions which was filed upon the effectuation of the Agreement. In the event of incompatibility between the Dutch Forwarding General Terms and Conditions and the present General Terms and Conditions, the present General Terms and Conditions shall prevail.

# ARTICLE 9. STAFF AND ASSISTANTS

- 9.1. Vriesoord is entitled to call in assistants for the fulfilment of the Agreement. Vriesoord shall be accountable for the acts or failure to act of such assistants when carrying out the work for which they are called in by Vriesoord, in the same way as for its own staff.
- 9.2. If aforementioned staff or assistants are held liable out of the Agreement for the work, for which they were called in by Vriesoord, it has been stipulated for their benefit that they may invoke all provisions included in the present General Terms and Conditions in respect of preclusion or limitation of liability.
- 9.3. Any legal action with respect to the liability, regardless of the grounds it is based on, may only be instituted by principal within the limits of the Agreement entered into by Vriesoord.

# ARTICLE 10. DESCRIPTION OF GOODS, PROVIDING INFORMATION AND GIVING INSTRUCTIONS

- 10.1. Presenting Goods and directions in respect of transport, forwarding, unloading, handling in, storage, keeping at a constant temperature or defrosting, cooling or deep-freezing of Goods, handling or processing of Goods, handling out, loading, getting the goods ready for dispatch must take place, respectively be effected stating a correct and full written description of the Goods, such as, amongst other things, the value, the number of packages, the gross weight, the temperature, the prescribed way of handling (including but not limited to the prescribed storage respectively product temperature) and furthermore all details which are such that the Agreement would not have been entered into, or not on the same conditions, if Vriesoord had been aware of the real state of affairs. Vriesoord is not under an obligation to, but is on the other hand entitled to verify the report by principal on the matter, for instance by weighing the Goods, opening packages or containers, measuring the temperature and taking one or more samples.
- 10.2. If Goods are subject to customs and excise duty regulations, to tax regulations or other governmental regulations, such as those in respect of dangerous goods, waste and/or chemical materials, principal shall report this before or upon entering into the Agreement and the principal shall provide all information in time so as to enable Vriesoord to make the report concerned in order to comply with such provisions or directions. The principal shall explicitly indemnify Vriesoord for all (financial) consequences of any failure to perform such obligation.
- 10.3. Vriesoord is not under an obligation to receive Goods of which the value, the number of packages, the gross weight, the product temperature and furthermore all other relevant details differ from what has been agreed in this respect.

# ARTICLE 11. OBLIGATIONS OF THE PRINCIPAL

- 11.1. The principal shall request Vriesoord in time to make all such reports and to provide all such documents in respect of the Goods and its handling, of which the principal knows or should know that these are important to Vriesoord, unless it is fair for the principal to assume that Vriesoord is familiar with these data or should be familiar with them. The principal shall guarantee the accuracy of the date provided by him.
- 11.2. Principal shall put the agreed Goods at the disposal of Vriesoord free of expenses, thoroughly packed, clearly marked or coded on an easily accessible spot, at (if and insofar as applicable) the agreed storage respectively product temperature, on the agreed location, time and in the agreed manner, complete with the agreed documents and/or documentation and the other documents required on the part of the principal by or under the law. Apart from that, principal shall give Vriesoord clear instructions about the manner (if and insofar as applicable) of transport, forwarding, unloading, handling in, storage, keeping at a constant temperature or defrosting, cooling or deep-freezing of goods, handling or processing of goods, handling out, loading, getting the goods ready for dispatch.

- If principal does not perform these obligations, Vriesoord shall be entitled to refuse receipt of the Goods, or if Vriesoord so chooses to carry out at the expense and risk of principal such work which in the opinion of Vriesoord may be necessary or desirable in connection with the agreed handling, storage or transport. This work shall at all times be labelled as additional work within the meaning of Article 5 Paragraph 5.
- 11.3. Principal shall vouch for the Goods and material which he has put at the disposal of Vriesoord.
- 11.4. Principal shall deliver and pick up the Goods during working hours. If Principal requests the work to be carried out outside working hours, Vriesoord shall be at liberty to comply with such request or not. Except if explicitly agreed otherwise, any extra expenses caused by working outside working hours shall be at the expense of principal.
- 11.5. Principal must inspect the Goods or have these inspected at the moment of delivery. Principal must report any damage to Vriesoord not later than the moment of the delivery, after which a written and thoroughly specified confirmation of the claim for damages shall be sent to Vriesoord within two working days.
- 11.6 Giving assignments and instructions to Vriesoord shall not release principal from his own responsibility and care to inspect the storage and/or processing of the Goods, especially if there is a critical temperature limit and/or any other critical circumstance which for a correct storage and/or processing could be important.

# ARTICLE 12. OBLIGATIONS OF VRIESOORD

- 12.1. Without prejudice to the provisions in Article 11.2, Vriesoord must receive the agreed Goods on the agreed location, working hours and manner, complete with a transport document and the other documents provided by the principal.
- 12.2. Vriesoord shall give principal a delivery sheet upon entry of the Goods. This delivery sheet shall – except for any proof to the contrary – qualify as proof of receipt of the goods described therein by and at the expense of principal.
- 12.3. The storage and the work to the Goods shall be effected in a (storage) room at the choice of Vriesoord on the agreed conditions, in respect of, amongst other things, the storage respectively product temperature.
- 12.4. The product temperature shall not be monitored by Vriesoord unless this has been agreed.
- 12.5. If no storage respectively product temperature has been agreed upon, Vriesoord shall store the Goods under circumstances which in its view are normal for such Goods.
- 12.6. A specific level of air humidity or carbon dioxide in the air shall not be guaranteed.
- 12.7. Except if arises otherwise from the Agreement, Vriesoord shall carry out all work which is to be carried out on or with respect to the Goods exclusively on working days and during working hours.

# ARTICLE 13. TERM AND TERMINATION OF THE AGREEMENT AND SALES OF GOODS

- 13.1. Unless otherwise agreed between parties, the Agreement between Vriesoord and principal shall be in force at an indefinite term, with a three months' term of notice.
- 13.2. If the principal imputably fails in the performance of his obligations, Vriesoord may terminate the Agreement without prejudice to its right to compensation of the damage suffered, after having granted the principal, in writing, a reasonable and fair term of at least 14 days and after the principal has not yet performed his obligations upon its expiry. If by granting such term the exploitation of its business would be interrupted disproportionately, Vriesoord may proceed to termination with immediate effect.
- 13.3. Termination of the Agreement by Vriesoord with immediate effect, regardless of the agreed term of the Agreement, is in all cases possible with immediate effect if the principal:
  - discontinues his profession or company entirely or in major part:
  - loses free disposition of his property or a part thereof;
  - loses his legal personality, is dissolved or actually wound up;
  - is declared bankrupt or under an administration order;
  - offers a settlement out of insolvency or if goods of the principal are attached;
  - if the presence of the Goods in the storage facility of Vriesoord gives cause for concern of loss of or damage to people, animals and other Goods;
  - if (part of) the Goods are perished, or have been rejected by a competent authority and principal fails to provide any instructions on the matter which are acceptable to Vriesoord;
  - if the storage facility becomes entirely or partly unfit for the storage of the Goods due to fire or other cause;
  - if there is a circumstance which is such that it it cannot be expected from Vriesoord in all reasonableness and fairness to maintain the Agreement.

Page 3 of 4

- 13.4. If during an uninterrupted 30 day term Vriesoord imputably fails in the performance of its obligations and such failure to perform justifies dissolution of the Agreement, the principal may terminate the Agreement, within one week after he has granted Vriesoord a time limit in writing while invoking the present Article and Vriesoord upon its expiry has not yet performed its obligations. If the length of such time limit has not explicitly been agreed in the Agreement, a 30 day term shall apply.
- 13.5. Any termination respectively written notice shall at all times be effected by recorded delivery signed for.
- 13.6. Upon termination of the Agreement principal shall receive the Goods which are still with Vriesoord not later than on the last working day of the Agreement, all this after payment of all that is payable or shall become payable.
- 13.7. If after termination of the Agreement Vriesoord still possesses Goods, the provisions of the Agreement shall remain in force with respect to such Goods until these Goods have been taken out of the control of Vriesoord in the agreed manner.

## ARTICLE 14. LIABILITY OF VRIESOORD

- 14.1. All storage and/or processing of Goods entrusted to Vriesoord shall be carried out at the expense and risk of the principal. Vriesoord shall therefore not be liable for any damage, unless principal proves that the damage was caused by intent or deliberate recklessness on the part of Vriesoord, its staff or assistants.
- 14.2. Vriesoord shall only be liable for damage to or loss of the Goods entrusted to Vriesoord and therefore not for any immaterial damage, loss of profit, consequential damage, howsoever caused, including but not limited to damage due to delay and damage caused by directions on the part of Vriesoord.
- 14.3. Vriesoord shall not be liable for any damage to Goods caused by an incorrect storage temperature or product temperature, or incorrect way of keeping at a constant temperature or defrosting if no storage temperature and/or product temperature has been agreed or if with respect to such temperature and/or way of keeping at a constant temperature or defrosting by principal no instructions have been given.
- 14.4. If principal fails to inspect the Goods and/or if upon delivery no damage is observed, all claims for compensation of damage from the principal shall lapse in this matter.
- 14.5. Except in the event of intent or deliberate recklessness on its own part, Vriesoord shall never be liable for more than € 3,50 per kilogram of damaged or lost weight, with a maximum of € 100,000,-- per event or series of events with the same cause.
- 14.6. Any possible stock differences must be evident at the moment at which the Agreement comes to an end. Loss of weight caused by the cooling respectively deep-freezing of the Goods and loss of weight caused by a loss of moisture (drying in) during the processing, the storage or the transport shall not qualify as stock difference. Any possible deficits and any possible surpluses shall then be set off against each other. In the event of stock differences there may only be liability on the part of Vriesoord for this, if the shortages (lacks) exceed any possible surpluses by a number of items, kilograms or litres, amounting to more than one percent of the number which on an annual basis in respect of such Goods is subject of the Agreement.
  - Perhaps unnecessarily it is explicitly agreed that the present General Terms and Conditions shall also govern the liability of Vriesoord for stock differences, including the maximum liability as described in this Article.
- 14.7. Principal shall indemnify Vriesoord respectively its staff at first request thereto if any of them are held liable by third parties out of the Agreement for and against any damage or financial loss, which is in any way connected with the fulfilment of the Agreement by Vriesoord itself, its staff and assistants including but not limited to claims due to product liability.
- 14.8. In default of (timely) reporting of damage to Vriesoord as referred to in Article 11.5., any right to compensation of damage on the part of the principal, the addressee or receiver in the matter shall lapse.

# ARTICLE 15. INSURANCE AND LIABILITY OF THE

- 15.1. The principal shall be liable for all damage caused by or in connection with the Goods entrusted to Vriesoord, respectively their nature or packing of containers used, such as especially damage, caused by the realization of the danger linked to dangerous goods, damage caused by pollution of Goods.
- 15.2. The principal shall be liable for damage, caused by people, who Vriesoord has allowed access to its premises on the part of the principal.

- 15.3. The principal shall also be liable for all expenses, damage, interests, fines, penalties, and attachments, including but not limited to damage caused by non-discharge or untimely discharge of customs documents, directly or indirectly due to the circumstance, that the Goods at the moment when they were presented did not have the required respectively incorrect documents, or due to or howsoever in connection with a circumstance for which Vriesoord is not liable.
- 15.4. Principal shall take out an insurance policy against all risks arising from the Agreement and these General Terms and Conditions which are applicable thereto and shall remain insured. When taking out an insurance policy, principal must take into account that Vriesoord is free in the choice of the storage location.

# ARTICLE 16. EXPIRY AND LIMITATION

- 16.1. All claims against Vriesoord, including but not limited to claims by virtue of COD, shall automatically become time-barred after twelve months have lapsed, and shall automatically become void after twelve months have lapsed.
- 16.2. The limitation, respectively the expiry, shall start as of the date following the date on which the Goods were delivered or should have been delivered or, in default of this, as of the date following the date on which the claim came into being. In all cases the limitation respectively the expiry shall start as of the date following the date on which the Agreement between parties has been terminated

# ARTICLE 17. SECURITIES

- 17.1. Towards anyone who wishes this issued, Vriesoord has a lien over funds. Goods and documents, which it has in its possession in connection with the Agreement.
- Towards the principal or the addressee Vriesoord may exercise the lien at all times over what is or shall be payable to Vriesoord by principal or addressee regardless on what grounds. Vriesoord may also exercise this right for what is chargeable against the Goods by way of COD.
- 17.3. Vriesoord may also exercise the lien granted in Paragraph 2 for what is payable to Vriesoord by the principal, or previous principals of the Goods concerned, in connection with previous Agreements.
- 17.4. Vriesoord may also exercise the lien for a fee which it is entitled to in connection with a COD, for which it does not have to accept any security.
- 17.5. If upon settlement a dispute arises about the amount payable or if a calculations is required in order to establish the amount which may not be effected soon, the party demanding delivery must immediately settle the portion which parties agree to be payable, and to stand surety for the payment of the disputed portion or of the part of which the amount has not yet been established.
- 17.6. On all Goods, documents and funds, which Vriesoord possesses or shall possess regardless of which grounds and with which destination, a lien is deemed to have been established as referred to in art. 3:236 Dutch Civil Code for all claims, which Vriesoord has ra shall have against the principal, previous principals of the Goods concerned or against the owner.
- 17.7. In the event of damage to the Goods, for which principal has taken out an insurance, principal must at first request thereto by Vriesoord, pledge the claim to Vriesoord under the insurance agreement.
- 17.8. Sales of any pledge shall be effected according to legal provisions or - if an agreement has been reached about it - privately.
- The authority to sell as referred to in the previous Paragraph implies selling the Goods in its possession at the expense of the principal in accordance with Articles 3:249 ff. Dutch Civil Code and retain from the proceeds all amounts due by the principal, all this if the principal fails to settle the amounts payable by him to Vriesoord, or if the principal has given Vriesoord solid grounds for fearing that such payment obligations shall not be fulfilled.
- 17.10.In the event of sales, Vriesoord shall keep the remainder of the proceeds after deduction of all expenses and all claims against the principal at the disposal of principal for five years, after which term the remainder, if it has not yet been claimed, shall fall to Vriesoord.
- 17.11. Upon request thereto Vriesoord may have the pledged Goods substituted by another equivalent security which is entirely at his discretion.
- 17.12.At first request thereto by Vriesoord the principal shall stand security for freight, rights, taxes, levies, contributions, and other expenses which Vriesoord incurs or is requested to incur for the benefit of the principal. All consequences of failure to perform an obligation to stand security (in time) shall be at the expense of the principal.

## ARTICLE 18. TRANSFER OR TRANSITION OF GOODS

- 18.1. Transfer or transition of title of the Goods respectively the transfer or transition of the right to hand over/issue by principal to a third party, shall be void towards Vriesoord and has no legal consequences towards Vriesoord. Such transfer or transition shall not be recognized by Vriesoord until all claims of Vriesoord against the original and/or transferring principal, regardless of which grounds, have been settled. Contractor must immediately inform Vriesoord of any aforementioned transfer or transition in writing.
- 18.2. A transfer or transition— without prejudice to the provisions in Paragraph 1 — has no legal consequences towards Vriesoord, neither shall Vriesoord recognize such, except after the new entitled party/parties have accepted in writing all provisions of the Agreement between Vriesoord and the original and/or transferring principal and these General Terms and Conditions belonging to it.
- 18.3. Both the original and/or transferring principal and the new entitled party/parties shall be (remain) jointly and severally liable towards Vriesoord for all claims of Vriesoord in respect of the Agreement, regardless of whether these were raised before or after the transfer or transition.

## ARTICLE 19. COMPETENT COURT

- 19.1. All Agreements, to which these General Terms and Conditions shall apply, shall be governed by Dutch law.
- 19.2. Any disputes arising from or in connection with the Agreement, regardless of which General Terms and Conditions are applicable to such disputes, shall be brought before the competent District Court in 's-Hertogenbosch, unless the county court has jurisdiction on the matter.

## ARTICLE 20. FINAL PROVISIONS

- 20.1. If any clause of these General Terms and Conditions or any (other) part of the Agreement would be void or would be annulled, this shall not affect the validity of any other provisions of these General Terms and Conditions or the Agreement. Parties shall then agree on a substitute arrangement which according to the intentions of parties best approaches the void or annulled provision.
- 20.2. If translations of these General Terms and Conditions are brought into circulation, the Dutch text shall be binding in the event of a dispute.
- 20.3. Vriesoord is entitled to modify these General Terms and Conditions. Principal is deemed to have accepted the modifications concerned if Vriesoord does not receive any written protest against them within 14 days of the date of the written notification by Vriesoord that a modification will take place.
- 20.4 The copyright of these General Terms and Conditions shall rest with Vriesoord.