

GENERAL TERMS AND CONDITIONS OF KET MARINE INTERNATIONAL B.V.

1. Applicability

- 1.1 All (i) agreements between Ket Marine International B.V. (hereinafter “KET”) and its contractual counterparties (hereinafter “Customer”), (ii) legal relationships with KET and (iii) offers by, sales by and services rendered by KET, shall be exclusively governed by these General Terms and Conditions (hereinafter “GTC’s”).
- 1.2 Each offer/agreement made by KET is based on these GTC’s and these GTC’s apply from the moment the offer is made or the agreement is concluded, as well as from the moment that the Customer places an order, and these will remain in force as long as the (commercial) relationship continues, even if no further reference is made to these GTC’s in future correspondence, such as, for example, in the context of new orders, offers or agreements.
- 1.3 Any deviation from these GTC’s is only valid if KET has explicitly agreed hereto in writing.
- 1.4 Any applicability of general terms and conditions of Customers or other third parties is hereby explicitly excluded.

2. Offers and prices

- 2.1 All offers by KET are free of obligation and open for acceptance during 14 days, unless otherwise stated.
- 2.2 KET shall at all times be allowed to withdraw an offer, even if it is irrevocable. If an offer by KET has been accepted by the Customer, KET shall be entitled to withdraw the offer within four working days after the day on which the acceptance is received.
- 2.3 In the case of a request by the Customer for a tender, this tender shall be based on the information, drawings, etc. supplied along with that request.
- 2.4 In case the Customer requires the goods or services of KET to comply with specific requirements/specifications, it must notify KET hereof expressly in writing prior to conclusion of the agreement.
- 2.5 The prices stated in offers by KET are in Euros, net and exclusive of VAT, packaging costs, handling costs, transport costs, insurance costs and any other costs, unless otherwise stated in writing. Such prices are furthermore based on delivery Ex Works Zevenbergen, the Netherlands (ICC Incoterms 2020).
- 2.6 Packaging is charged for at cost price and is never taken back by KET.
- 2.7 Any data, drawing, images and prices in any printed matter, promotional documents, catalogues, etc. supplied by KET is always free of obligation, is never binding and is subject to alteration.
- 2.8 Any statement on the time or period required for the performance of services or for delivery of the goods, is always an estimate and never binding upon KET. Any excess/extension of delivery

times shall not entitle the Customer to compensation of damages, nor shall it entitle the Customer to terminate, rescind or set aside the agreement in whole or in part.

3. Conclusion of the agreement

- 3.1 The agreement between KET and the Customer shall first be deemed concluded when: (i) a written offer by KET is accepted by the Customer within the period of acceptance, (ii) an order placed by the Customer or an offer made by the Customer is accepted in writing by KET or (iii) when KET makes a beginning with implementing the request by the Customer or executing the envisaged agreement.
- 3.2 After conclusion of the agreement, the Customer shall under no circumstances be allowed to cancel the order or terminate, rescind or set aside the agreement in whole or in part.
- 3.3 After conclusion of the agreement, KET shall be permitted to increase the prices if circumstances occur which result in a price increase, including but not limited to increases in manufacturer prices, increases in taxes, collective wage increases, increases in raw materials prices, foreign exchange rate differences and/or other objective circumstances. Such a price increase shall not entitle the Customer to terminate, rescind or set aside the agreement in whole or in part.
- 3.4 Without prejudice to the previous paragraph, any additions or amendments to the concluded agreement shall only be valid if and when agreed between KET and the Customer in writing.

4. Execution of the agreement

- 4.1. All sales by KET are on basis of Incoterm Ex Works Zevenbergen, the Netherlands (ICC Incoterms 2020). This means that transport always occurs for the risk and account of the Customer, even if KET arranges for the transport of the goods.
- 4.2. KET shall never arrange for transport insurance, so it is the Customer's own responsibility to take out such insurance to cover the risks of transport, if so desired.
- 4.3. The Customer shall timely provide KET with all correct necessary and other documentation and information. KET shall never be liable for any loss, damage or non-conformity of goods or works, resulting from a lack of correct and/or timely documentation and/or information by the Customer.
- 4.4. The Customer cannot derive any rights from advice and suggestions provided by KET, whether solicited or unsolicited, and KET shall never be liable for any loss, damage or non-conformity of goods or works, resulting therefrom.
- 4.5. Where a design, drawing or calculation is made by or on behalf of the Customer, KET shall never be liable for any loss, damage or non-conformity of goods or works, resulting from such design, drawing or calculation or any specifications/materials associated with that design.
- 4.6. Without prejudice to art. 2.8, the delivery time shall only commence when agreement has been reached on all technical and operational details and after all the necessary information, drawings, data, etc. required for the execution of the agreement have been placed in KET's possession by the Customer. After the expiry of the delivery time the goods/works shall be for the account and risk of the Customer.
- 4.7. When the goods are physically delivered to the Customer, the Customer shall immediately inspect the goods or arrange for such inspection and shall raise any claims/objections to KET

within 3 calendar days after delivery. Failing a claim/objection within that term, the goods are unconditionally and irrevocably accepted by the Customer.

- 4.8. The Customer cannot return any goods, unless KET has explicitly agreed thereto writing. Upon such approval of KET, the Customer shall deliver the goods for its own risk and account to KET's premises or other agreed upon place of delivery fully in accordance with the instructions of KET. Failing such abidance by KET's instructions, or if the returned goods are defect, incomplete, too old or otherwise unsuitable for return, in the sole opinion of KET, KET shall be entitled to refuse the return. In the event KET refuses the return, it shall notify the Customer as soon as possible and offer the Customer a (more) limited credit or the option to pick up the goods within 14 days. Failing pick up within 14 days, KET is allowed to either charge storage fees or destroy/handle/resell the goods as it sees fit, without any liability of KET towards the Customer.
- 4.9. Where the parties have agreed that old goods are to be exchanged for new goods or other exchange items against return of the deposit, such deposit will only be returned by KET if, in KET's sole opinion, the exchanged goods are returned in accordance with KET's instructions, free of defects, complete and further suitable for exchange. Depending on the state of the exchanged goods and circumstances, KET shall be entitled to reduce the agreed upon deposit or reasonably revalue the exchanged goods.
- 4.10. KET shall always be entitled to subcontract execution of the agreement in whole or in part, regardless whether it concerns the sale of goods or rendering of services, without approval of the Customer being required.
- 4.11. KET shall always be entitled to deliver the goods and render the services in parts or batches and to invoice these separately, without approval of the Customer being required.
- 4.12. The Customer shall not hire or approach personnel of KET involved in the execution of the agreement in the context of employment with Customer, whether temporary or permanent, direct or indirect, salaried or not, for a period of 12 months after delivery of the goods or completion of the services.

5. Performance of the services

- 5.1. Where the agreement with the Customer pertains to KET performing services on location (i.e. not on KET's own premises), like amongst others but not limited to assembly, maintenance, overhauling, etc., the following applies regardless whether such location is owned by the Customer or not:
 - 5.1.1. these services are always rendered for the risk and account of the Customer;
 - 5.1.2. the Customer shall ensure, at its own costs, that all required and requested amenities, facilities and resources are available on location prior to commencement of the services, amongst which but not limited to water, electricity, lubricants, lighting, heating, cleaning materials, safety equipment and assistance of dock workers/longshoremen;
 - 5.1.3. the Customer shall at all times ensure and be responsible for the safety of KET personnel on location and shall ensure that all applicable rules and regulations related to working conditions are abided by;
 - 5.1.4. KET shall never be liable for any loss of or damage to property or persons on location resulting from or in any way connected to KET's services;

- 5.1.5. The Customer shall be liable for all damage resulting from loss of, theft of, fire damage or other damage to tools, materials and other goods of KET or used by KET at the location in which the services are carried out.
- 5.2. Assembly work, whether on KET's premises or on location, shall never include repair or maintenance of existing equipment, unless explicitly agreed otherwise.
- 5.3. All additional expenses, amongst which but not limited to travelling and accommodation expenses for KET personnel as well as the costs of services outside normal working hours or (required) services outside the scope of work, shall be charged by KET and shall be paid by the Customer.
- 5.4. The services of KET are concluded once the agreed upon assembly or other services are finalized and the Customer is informed thereof. Any work/services rendered thereafter are separately charged by KET and shall be paid by the Customer.
- 5.5. Upon conclusion of the services by KET, the Customer shall immediately inspect the work or arrange for such inspection and shall raise any claims/objections to KET prior to departure of the KET personnel. Failing such claim/objection prior to departure of the KET personnel from the location, both the work itself and hours spent are unconditionally and irrevocably accepted by the Customer.
- 5.6. If, during the rendering of the services, KET is of the opinion that additional work is required to conclude the agreed upon services, like for example maintenance, repairs or revision of existing equipment, this shall at KET's sole discretion be effected and charged separately by KET as additional work and shall be paid by the Customer.
- 5.7. If, during the rendering of the services, KET is of the opinion that additional work is advisable for the Customer, for example maintenance, repairs or revision of existing equipment, this shall be discussed and separately agreed upon with the Customer. However, KET shall never be liable for any loss, damage or non-conformity of goods or works, resulting from such advice or lack of advice on additional work, as also set out in art. 4.4 above.
- 5.8. If existing, old or defective goods are replaced, the risk of and responsibility for such goods shall always remain with the Customer. Unless explicitly agreed otherwise, KET shall not expose of the replaced goods.
- 5.9. Where the performance of the services by KET requires permits, exemptions or other (governmental) decisions, the Customer shall be responsible for timely obtaining such permits, exemptions or other (governmental) decisions. If the required permits, exemptions or other (governmental) decisions are not obtained (timely), the Customer shall not be entitled to dissolve, rescind, terminate or set aside the agreement and the Customer shall reimburse KET for all costs already incurred and costs resulting therefrom.

6. Force Majeure

- 6.1. If execution of the concluded agreement becomes impossible or burdensome for KET as a result of force majeure, and inasmuch as execution of the agreement is still required, KET will be entitled to terminate the agreement or suspend its obligations. In such case, KET shall notify the Customer as soon as possible and specify the nature of the force majeure event. In such case, the Customer shall not be entitled to dissolve, rescind, terminate or set aside the agreement.

- 6.2. Force majeure shall mean a failure of KET to fulfill its obligations, which cannot be attributed to KET and as a consequence of which (further) execution of the agreement cannot reasonably be expected of KET. Force majeure is deemed to exist if the failure to fulfill its obligations cannot be attributed to willful misconduct or gross negligence on the part of KET.
- 6.3. A force majeure event is, amongst others, one of the following events:
 - 6.3.1. natural disasters and measures connected thereto;
 - 6.3.2. fires or other industrial incidents or accidents;
 - 6.3.3. wars, terrorism, international or national armed conflicts and preparations for such conflicts;
 - 6.3.4. measures of domestic, foreign or supranational governments, agencies or trade organizations, including but not limited to decisions relating to the imposition of import/export quotas, import/export restrictions and embargoes;
 - 6.3.5. diseases of an epidemic nature and measures to stop/prevent the same;
 - 6.3.6. blockade, obstruction or delay of transport routes, including traffic congestion, incidents, accidents;
 - 6.3.7. supply cuts and supply delays by utilities companies;
 - 6.3.8. defective machinery/equipment;
 - 6.3.9. loss or theft of tools/equipment;
 - 6.3.10. (complete or partial) strike or labour disputes;
 - 6.3.11. a stoppage of or delay to the delivery of necessary parts, materials, raw materials and/or manufactured products;
 - 6.3.12. the loss of the materials to be processed;
 - 6.3.13. any other circumstances beyond KET's control.
- 6.4. In case of force majeure, KET shall be entitled to charge the costs incurred during and as a consequence of the force majeure event to the Customer and shall be paid by the Customer.
- 6.5. In case KET has already partially fulfilled its obligations under the agreement at the time the force majeure event occurs, KET shall be entitled to separately invoice the services already carried out (partially or fully) and those invoices shall be paid by the Customer.
- 6.6. KET is entitled to rely on force majeure even if the force majeure event occurs after KET should have already fulfilled its obligations.
- 6.7. The Customer shall under no circumstances be entitled to invoke force majeure against KET.

7. Guarantee and reclamation

- 7.1. KET does not guarantee the suitability of a product or component for a specific purpose, even if KET is aware of this purpose prior to or during conclusion of the agreement.
- 7.2. Any claim or reclamation must be received by KET within the reclamation periods set out in art. 4.7 and 5.5, failing which the goods/works are deemed to be unconditionally and irrevocably accepted by the Customer.
- 7.3. Any claim against KET lapses in any case by the mere passing of six months after delivery of the goods or completion of the services.
- 7.4. No guarantee is given for defects which are, in the sole opinion of KET, the result of:
 - 7.4.1. normal wear and tear;

- 7.4.2. improper handling or use;
- 7.4.3. repair, assembly, disassembly, installation or modification by the Customer and/or third parties;
- 7.4.4. lack of (correct) maintenance;
- 7.4.5. extraordinary use.
- 7.5. No guarantee is provided for goods which were not new at the time of delivery or which were specifically designed or modified upon instruction of the Customer.
- 7.6. No guarantee is provided for goods of which one or more components were either supplied or assembled by the Customer or a third party.
- 7.7. Upon making a claim or reclamation, the Customer shall be obliged to keep the goods or works available for inspection by KET "as is", so without making any modification, failing which the claim or reclamation shall not be covered by the guarantee.
- 7.8. If, in the sole opinion of KET and subject to the provisions of this article, the claim or reclamation is valid and timely, KET shall have the option to either provide the Customer with a credit note for the concerning goods/work or replace the goods/work. KET shall not be liable for any further damage or loss, whether direct or indirect/consequential.
- 7.9. The Customer can only invoke the provisions of this article if it has timely fulfilled all of its own obligations vis-à-vis KET, whether related to this specific order or previous/other orders.

8. Liability

- 8.1. Each liability of KET is limited to compliance with the guarantee obligations set out in article 7.
- 8.2. KET shall not be liable for any loss or damage, of whatsoever nature, unless the same is directly caused by KET's own willful misconduct or gross negligence ("bewuste roekeloosheid").
- 8.3. KET shall never be liable for acts or omissions of its agents, personnel, auxiliary persons and subcontractors.
- 8.4. KET shall never be liable for any consequential or indirect damage or losses, amongst which but not limited to lost profit, trading losses, business interruptions, demurrage, environmental/pollution damage, fines, taxes, etc.
- 8.5. KET shall never be liable for damage to or loss/theft of goods, equipment or other items provided by the Customer, whilst they are in the possession of KET or a third party on behalf of KET, regardless of the reason for that possession.
- 8.6. KET shall never be liable for damage to or loss resulting from a good which was not new at the time of delivery.
- 8.7. KET shall never be liable for damage to or loss resulting from a good delivered by KET if such good is installed in or becomes part of a larger or more extensive system and not all parts of that system are supplied by KET.
- 8.8. KET shall never be liable for damage or loss related to incorrect or incomplete information provided by or on behalf of the Customer.
- 8.9. KET shall never be liable for damage or loss related to advice or suggestions provided by KET, whether solicited or unsolicited.
- 8.10. KET shall never be liable for damage or loss related to asbestos or other hazardous substances.

- 8.11. If and in as much any liability of KET exists in law, such liability shall always be limited to the invoice value of the individual (partial) good/work, regardless of the basis of that liability.
- 8.12. The Customer shall indemnify and hold KET harmless from and against any and all claims, losses, actions, etc. by third parties directly or indirectly related to i) the execution of the agreement and ii) product liability for a product which consists wholly or partly of goods or components provided by KET.

9. Payment

- 9.1. Unless otherwise agreed in writing, the payment term is 30 days after the invoice date.
- 9.2. The Customer shall pay the invoice within the payment term and without any set off or deduction.
- 9.3. The Customer shall never be allowed to suspend its payment obligations vis-à-vis KET in any way.
- 9.4. Where the Customer fails to timely pay the invoice in full, the Customer shall immediately be in legal default, without any further notice being required.
- 9.5. In the event of no or late payment, the Customer shall be liable to pay KET compound interest at 1.5% per month on the amount of the invoice(s) unpaid as from the due date of the invoice up to and including the day of payment in full.
- 9.6. In the event of no or late payment, the Customer shall in addition be liable to pay KET all judicial and extra-judicial costs for the collection of the debt. The extra-judicial costs are set at a 15% of the principal invoice amount, with a minimum of EUR 1,000.-, which are deemed to be reasonable extra-judicial costs.
- 9.7. Every payment by the Customer shall primarily be used for the settlement of costs and then of interest, and next for the settlement of invoices due for payment which have been outstanding for the longest time, even if the customer states that the settlement relates to another invoice.
- 9.8. KET shall at all times be entitled, even after the conclusion of the agreement, to request (further) security, an advance payment or immediate payment for the correct performance of the obligations by the Customer and the Customer shall provide such security or advance payment in a manner acceptable to KET. If this security or advance/immediate payment is not provided, KET shall be entitled at its option to either terminate the agreement with immediate effect without being obliged to pay compensation or to suspend the performance of the agreement until the security or advance/immediate payment has been provided.
- 9.9. KET's financial administration, i.e. amongst others in relation to outstanding invoices, received payments, etc., shall always be leading and binding upon the Customer.
- 9.10. KET shall never be obliged to follow specific invoicing, communication and other administrative demands set by the Customer, even if KET did follow such demands previously. KET not following such specific invoicing, communication and other administrative demands, shall never constitute an excuse for late payment.

10. Retention of title, lien and pledge

- 10.1. Upon delivery of the goods, KET shall remain the legal owner of the goods as long as the Customer (i) has not paid the purchase price of the goods, (ii) has not fulfilled its (other) obligations under the agreement with KET or under these GTC's and (iii) has not settled KET's

claims for breach of obligations by the Customer, amongst which payment of interest, costs or damages.

- 10.2. Where the goods remain in the ownership of KET pursuant to this article, the Customer shall not encumber, use, sell, mix, transform, install or otherwise alienate these goods other than in the normal course of its business, without prior written consent of KET.
- 10.3. Where KET invokes its retention of title over delivered goods, KET is entitled to repossess those goods and for that purpose the Customer hereby grants permission to KET to enter the location where the goods are located.
- 10.4. The Customer shall be obliged to inform KET immediately in writing of any claims or attachments enforced by third parties with regard to goods which are owned by KET subject to this article.
- 10.5. Where KET cannot effectively invoke its retention of title, for example because the goods have been mixed, installed or transformed, KET shall have a right of pledge on the newly formed goods or larger system the goods have become a part of. If required, the Customer shall be obliged to cooperate with fulfillment of (administrative) requirements in this regard and pledge the goods/system or have it pledged to KET.
- 10.6. KET has a right of lien, i.e. a right to retain (“retentierecht”), in respect of all goods, documents and monies that it holds or will hold for whatever reason and with whatever destination, for all claims KET has or might have in future against the Customer.
- 10.7. KET is entitled to also exercise the rights outlined in this article (retention of title, right of pledge and right of lien) for what is still owed by the Customer in relation to previous orders.

11. Suspension and termination

- 11.1. KET shall be entitled to suspend fulfillment of its obligations, amongst others, in the following events:
 - 11.1.1. The Customer fails to (timely) fulfill any of its obligations under these GTC’s or under the agreement with KET;
 - 11.1.2. KET has doubts as to whether the Customer will be able to fulfill its obligations under these GTC’s or under the agreement with KET;
 - 11.1.3. KET has doubts as to the creditworthiness of the Customer.
- 11.2. Without prejudice to the other provisions of these GTC’s, KET shall in any case be entitled to terminate the agreement, wholly or partially, with immediate effect by written notice to the Customer and without judicial intervention being required, in the following events:
 - 11.2.1. The Customer is declared bankrupt, goes into (preliminary) administration or is granted (preliminary) moratorium or similar liquidation proceedings are commenced by or against the Customer;
 - 11.2.2. The Customer is dissolved or liquidated;
 - 11.2.3. The Customer (de facto) ceases business operations;
 - 11.2.4. The Customer’s assets are wholly or partially attached or executed by creditors;
 - 11.2.5. The Customer fails to (timely) fulfill any of its obligations under these GTC’s or under the agreement with KET or KET has reasons to doubt that the Customer will be able to fulfill those obligations;
 - 11.2.6. KET has doubts as to the creditworthiness of the Customer;

- 11.2.7. The Customer is in breach of any applicable sanctions, anti-corruption, anti-bribery or other laws and regulations.
- 11.3. In case of suspension or termination by KET and without prejudice to any other rights to compensation/damages KET may have, the Customer shall always be obliged to reimburse all costs already incurred by KET.
- 11.4. In case of suspension or termination by KET pursuant to this article, KET shall never be liable for the possible consequences of the suspension or termination.
- 11.5. Unless otherwise stipulated in these GTC's, the Customer shall never be entitled to terminate, dissolve or cancel the agreement or suspend its obligations.

12. Intellectual property

- 12.1. KET retains all registered and unregistered intellectual property rights to the issued quotations and to the data, designs, drawings, sketches, information, images, software, (test) models, etc., provided.
- 12.2. Without explicit prior written permission from KET, the Customer is prohibited from reproducing, commercially exploiting or disclosing the aforementioned data, information, software, goods, etc. specified in the previous paragraph, under immediate forfeiture of a fine of EUR 2,500.-- per occurrence (including per document) that this prohibition is violated. Without prejudice to the payment of the aforementioned fine, violation of the provisions of this article also leads to liability for damages on the part of the Customer and KET shall claim compensation from the Customer.
- 12.3. The Customer shall upon first simple request of KET return any and all aforementioned data, information, software, goods, etc.
- 12.4. The Customer shall not directly use the trade name(s), brand(s), logo(s) of KET or indirectly in publications and/or advertisements or otherwise without explicit prior written permission from KET, under immediate forfeiture of a fine of EUR 2,500.-- per occurrence (including per document) that this prohibition is violated. Without prejudice to the payment of the aforementioned fine, violation of the provisions of this clause also leads to liability for damages on the part of the Customer and KET shall claim compensation from the Customer.
- 12.5. KET is the copyright holder with regard to these GTC's.

13. Data protection

- 13.1. For the purpose of this article, the terms used with capital letters have the same meaning as the meaning given to them in the General Data Protection Regulation (AVG/GDPR (2016/679) and in the other data protection legislation that applies to parties in the different EU member states or Switzerland with regard to the agreement concluded or to be concluded between them ('Applicable Data Protection Law').
- 13.2. Unless otherwise specified in the offers from or in agreements with KET, each Party acts as a Processor with regard to the Personal Data that it processes in the context of the contractual relationship entered into by this party, which is governed by these GTC's. Both parties will meet their obligations under the Applicable Data Protection Law.

- 13.3. For information about how KET processes personal data of the Customer, which may also include personal data of employees, agents and/or external personnel, and about other data protection information, please refer to the privacy policy of KET, which can be found on our website at <https://www.ketmarine.nl/privacy-and-cookiepolicy/>. The Customer will provide a copy of this privacy policy to all its employees, agents and external personnel whose data can be processed under this agreement.
- 13.4. The Customer acknowledges that certain Personal Data may be released, sent or stored by KET or one of the group companies of KET or by third parties, if this is reasonably necessary or desirable in connection with the entering into or executing of obligations under these GTC's or the agreement with KET and for business and commercial communication.

14. Sanctions, anti-bribery and anti-corruption

- 14.1. The Customer shall at all times comply with all applicable sanctions, anti-corruption and anti-bribery regulations.
- 14.2. The Customer guarantees at all times that it and its shareholders, directors, managers, employees, agents, assistants and service providers:
- 14.2.1. are not subject to any international or national sanction regulations or are otherwise the subject of sanction regulations;
- 14.2.2. shall not solicit good and services from KET intended for and benefiting persons or parties who have been subject to any international or national sanction regulations or are otherwise the subject of such sanctions;
- 14.2.3. shall not offer, give, authorise to give or promise to give to any person or will solicit, accept, agree to accept from any person, directly or indirectly, anything of value, including but not limited to gifts, presents, entertainment and commissions, in order to obtain, cause or reward any improper advantage in relation to the agreement with KET;
- 14.2.4. shall pay the amounts owed to KET from legally obtained income and resources, which in no way originate from crimes, offences and other illegal activities.
- 14.3. If a violation has occurred of international or national sanctions regulations, corruption regulations, anti-bribery regulations or other (criminal law) regulations by the Customer or its group companies, shareholders, directors, managers, employees, agents, assistants and service providers, or the same are subject of any action under criminal law, the Customer shall immediately inform KET hereof in writing.
- 14.4. The Customer shall be liable for all direct and indirect loss, damage, fines, penalties, judicial and extrajudicial costs, fines and expenses of KET that are in any way related to the Customer's failure to fulfil its obligations under this article and under applicable sanction, anti-corruption and anti-bribery regulations and the Customer shall indemnify and hold KET harmless from and against any and all claims, losses, actions, fines, penalties, etc. by third parties directly or indirectly related thereto.

15. Miscellaneous

- 15.1. The Customer shall not be entitled to assign any of its rights and obligations under these GTC's or under the agreement with KET, without KET's prior written consent.

- 15.2. In the event any provision in these GTC's is declared null and void, this will not affect the validity of the other provisions of these GTC's and the agreement as a whole.
- 15.3. Unless stated otherwise, any liability set out in these GTC's is without prejudice to further compensation and remedies available to the party at hand.

16. Applicable law and disputes

- 16.1. These GTC's and all agreements with, legal relationships with, offers by, sales by and services rendered by KET, as well as any subsequent agreements, are subject to and construed in accordance with the laws of the Netherlands.
- 16.2. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is hereby explicitly excluded.
- 16.3. All disputes arising resulting from of or in any way connected with the agreement with KET, other legal relationship with KET or these GTC's shall only be submitted to the competent court in Rotterdam, the Netherlands, on the understanding that KET has the sole right to institute claims against the Customer before any other court at KET's option.

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