

**Article 1. Definitions**

Capitalized terms, whether singular or plural, have the meanings as stated in this article:

- a. *Gusella Bakker*: the private limited liability company Gusella Bakker B.V., located at (6662 NG) Elst, at the address Nijverheidsweg 6, registered in the trade register of the Dutch Chamber of Commerce under number 57324522.
- b. *Client*: the natural or legal person who enters into an Agreement with Gusella Bakker.
- c. *Parties*: Gusella Bakker and Client together.
- d. *Agreement*: the Agreement between Parties on the basis of which Gusella Bakker sells or leases Goods to the Client, of which agreement the General Terms and Conditions are an integral part.
- e. *Goods*: all services to be provided or provided by Gusella Bakker to the Client under the Agreement, such as technical support, and/or goods to be delivered or delivered, such as grabbers, orange peel grabs, container emptying systems, clamps, forklift attachments, and rotators and accessories.
- f. *General Terms and Conditions*: these General Terms and Conditions of Gusella Bakker are deposited with the Dutch Chamber of Commerce under number: 57324522.

**Article 2. Applicability and amendments**

1. The General Terms and Conditions apply to and form part of every (legal) act related to the preparation, conclusion or execution of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Client and Gusella Bakker if the Client has accepted their validity in an earlier Agreement with Gusella Bakker.
2. The General Terms and Conditions also apply to all deliveries and/or activities that Gusella Bakker fully or partly outsources to third parties.
3. The applicability of any purchasing or other conditions of the Client is expressly rejected by Gusella Bakker, unless Gusella Bakker has indicated otherwise in writing.
4. Gusella Bakker reserves the right to amend or supplement the General Terms and Conditions. Amendments shall take effect thirty (30) days after notification of the amendments to the Client. Non-substantive amendments of minor importance may be made at any time and do not require notice.
5. Deviation from these General Terms and Conditions is only possible if the Parties have expressly agreed in writing in advance.
6. If a provision in the Agreement or General Terms and Conditions is void or voidable, this shall not affect the validity of the entire Agreement or General Terms and Conditions. In that case, the Parties will enter into consultations for replacement purposes in order to determine (a) new provision(s), which fulfil the intention of the original provision as much as legally possible.
7. The Dutch version of the General Terms and Conditions shall prevail in case of any ambiguity, imperfection or contradiction in/due to the translation.

**Article 3. Offers**

1. Offers are made by Gusella Bakker verbally or in

2. All offers of Gusella Bakker are without engagement. An offer of Gusella Bakker is furthermore valid for fourteen (14) days after sending, unless otherwise indicated on the offer. If the Client accepts an offer, Gusella Bakker has the right to withdraw the offer within five (5) working days after receipt of the acceptance.
3. If the Client has accepted an offer and subsequently withdraws this acceptance before Gusella Bakker has started the execution of the Agreement, the Client shall owe Gusella Bakker a compensation for costs incurred and loss of profit equal to 30% of the agreed price. This does not affect Gusella Bakker's right to full compensation if the actual damage proves to be higher.
4. All offers provided by Gusella Bakker are subject to as long as capacity and/or stock (also of third parties) lasts.
5. If the offer of Gusella Bakker contains an error, the Client cannot hold Gusella Bakker to this error if the Client knew or reasonably could have known that there was a mistake or clerical error.
6. The contents of all offer documents, such as descriptions, specification or images, are as accurate as possible, but are not binding.
7. The Client must treat the information from the offer documents confidentially and may not use it for its own use or disclose it to third parties.
8. If no Agreement comes about on the basis of the offer documents, all offer documents are to be returned by the Client to Gusella Bakker at Gusella Bakker's first request. The contents of all offer documents will remain the property of Gusella Bakker.
9. An offer is based on information provided by Client. If this information turns out to be incorrect or incomplete, Gusella Bakker has the right to adjust the given prices and/or periods.
10. If an offer consists of a composite quotation, Gusella Bakker cannot be obliged to execute a part of the offer against a part of the price stated in the offer.
11. The discounts provided by Gusella Bakker are solely applicable to the specific offer for which the discount was granted.

**Article 4. Establishment of Agreement**

1. The Agreement comes into effect the moment that the Client has given written or verbal approval to an offer of Gusella Bakker, if Gusella Bakker has sent an order confirmation to the Client or if Gusella Bakker has started the implementation of the Agreement without contradiction of the Client.
2. If an order is given by two or more Clients, they are jointly and severally bound and Gusella Bakker is entitled to fulfilment towards each of them for the whole.

**Article 5. Amendment of Agreement and additional work**

1. The Client may request Gusella Bakker to amend the Agreement. Gusella Bakker is at all times entitled to reject a request to amend the Agreement.
2. All changes in the execution of the Agreement, whether at the request of the Client or as a result of any circumstances making a different execution

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- necessary, will be considered as additional work.
3. Only if Gusella Bakker has indicated that the request of the Client to amend the Agreement is agreeable to Gusella Bakker, Gusella Bakker will give effect to the request of the Client to amend the Agreement.
  4. If Gusella Bakker agrees with a request to amend the Agreement of the Client and the Agreement is thereby entirely or partially cancelled, Gusella Bakker is entitled to charge 50% of the agreed compensation for the cancelled part to the Client. In addition, the Client is obliged to compensate Gusella Bakker for the damage suffered by Gusella Bakker because of the cancellation.
  5. If Gusella Bakker consents to a request to amend the Agreement of the Client and the Agreement is thereby supplemented or the Client wishes to purchase or rent other Goods with a higher price, then the Client shall owe to Gusella Bakker the applicable and customary rates applicable at Gusella Bakker for that purpose. Gusella Bakker shall make an effort to inform the Client as much as possible in advance about the higher fee that the Client owes to Gusella Bakker, but the absence of a written agreement of the Client with respect to the increase of the fee shall not affect Gusella Bakker's claims for payment.
  6. If by any circumstance whatsoever a change in the execution of the Agreement is necessary, the costs involved therein will be charged to the Client on the basis of the rates applicable at Gusella Bakker at that time. Gusella Bakker will make an effort to inform Client as much as possible in advance about the amount of these costs.
  7. Also in case of an amendment of the Agreement the General Terms and Conditions remain applicable.
  8. The Client acknowledges and accepts that changes to the Agreement may result in delays in its execution. Such delays do not entitle the Client to any form of compensation.
  9. If, during the performance of the Agreement, additional work is required (or requested), this does not provide grounds for the Client to terminate or dissolve the Agreement.
- Article 6. Prices and Payment**
1. All prices issued by Gusella Bakker are exclusive of VAT, other national and international taxes imposed by the authorities, transport expenses, import and/or customs duties and other expenses to be incurred within the framework of the Agreement, unless stated otherwise in the offer. Gusella Bakker will charge the aforementioned taxes and expenses to the Client.
  2. If a price is based on information provided by the Client and this information turns out to be incorrect or incomplete or changes afterwards, Gusella Bakker will be entitled to adjust the given prices, also after the Agreement has already been concluded.
  3. Gusella Bakker is entitled to demand an advance payment prior to the execution of the Agreement. As long as the Client has not promptly and/or not fully paid the advance payment invoice, Gusella Bakker will be entitled to suspend the implementation of the Agreement and/or to charge the additional expenses arising therefrom to the Client.
  4. All payments by the Client shall be made as follows: 70% of the agreed price must be paid as an advance prior to the shipment of the Goods or before the commencement of the work by Gusella Bakker. The remaining 30% of the agreed price shall be paid by the Client at the time of delivery of the Goods.
  5. Gusella Bakker is entitled to increase agreed prices without the Client being able to dissolve the Agreement if the price increase arises from an authority or obligation under legislation or regulations, or as a result of an increase in the price of raw materials, materials, or wages. Gusella Bakker also reserves the right to increase the agreed prices of its imported and sold Goods. This price increase will be proportionate to the cost increases incurred by Gusella Bakker. These cost increases may result from:
    - a. price increases imposed or approved by the government of the country of origin;
    - b. price increases imposed or approved by the government of transit countries; and/or
    - c. price increases imposed or approved by the Dutch government.The percentage by which Gusella Bakker increases its prices will correspond to the percentage by which its costs have increased due to the aforementioned factors.
  6. If Gusella Bakker engages third parties in the implementation of the Agreement, Gusella Bakker will be entitled to charge the expenses connected therewith to the Client.
  7. Client is obligated to pay the invoice amount within thirty (30) days after the invoice date, unless Parties have agreed otherwise in writing. Gusella Bakker is entitled to invoice periodically. Payment shall be made at the office of Gusella Bakker or via transfer to Gusella Bakker's bank account.
  8. If Client does not promptly and/or not fully comply with his payment obligation(s), then Client will be in default by operation of law. In such case all claims that Gusella Bakker has on Client are immediately due and payable, without further summation or notice of default in that regard. All extrajudicial and judicial expenses that Gusella Bakker incurs in that case will be for the account of the Client, also insofar as these expenses exceed the judicial cost order. These expenses amount to 15% of the principal sum, with a minimum of EUR 200,- without prejudice to the right to full compensation if the actual costs incurred by Gusella Bakker are higher. In addition, in case of default Client owes Gusella Bakker an interest of 1% per month, whereby a part of the month counts as a full month, unless the statutory interest is higher, in which case the statutory interest will apply. The aforementioned interest on the due and payable amount will be calculated as from the moment that the Client is in default until the moment of payment of the full amount.
  9. Gusella Bakker has the right to first deduct payments made by the Client to Gusella Bakker from the expenses, then to deduct from the accrued interest and finally to deduct from the principal sum and the current interest.
  10. Objections against (the amount of) an invoice must

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be reported by the Client to Gusella Bakker within fourteen (14) days after the invoice date in writing and with as detailed a description as possible. If the Client has not made known any objections within fourteen (14) days after the invoice date, the invoice is deemed to be approved. Objections against (the amount of) the invoice do not suspend the payment obligation(s) of the Client. Gusella Bakker is not obliged to consider objections to the invoice that are submitted after the aforementioned period of fourteen (14) days.

11. Objections to the amount of an invoice do not suspend the Client's payment obligation.
12. If the financial position or the payment behaviour of the Client - in Gusella Bakker's opinion - gives reason to do so, Gusella Bakker is entitled to demand from the Client (additional) assurance and/or an advance in a form to be determined by Gusella Bakker.
13. Any advances received by Gusella Bakker serve as assurance for potential losses in the event of resale by Gusella Bakker. After settlement by Gusella Bakker, any surplus will be refunded to the Client.
14. Client shall not be entitled to set off any amount owed by Client to Gusella Bakker.
15. Agents, representatives, or other intermediaries and/or resellers of Gusella Bakker are not authorized to accept payments, unless expressly authorized to do so in writing by Gusella Bakker.

### Article 7. Obligations of Client

1. The Client is obligated to ensure that all information and/or data which in his or Gusella Bakker's opinion are necessary for the implementation of the Agreement and/or of which Client knows or could reasonably know that Gusella Bakker needs such information and/or data for the correct implementation of the Agreement, are provided to Gusella Bakker in a promptly manner.
2. The Client guarantees towards Gusella Bakker the accuracy, completeness and reliability of the information and/or data made available to Gusella Bakker.
3. The Client shall immediately inform Gusella Bakker of changed facts or circumstances of which Client knows or could reasonably know that they (could) be of importance for the execution of the Agreement.
4. If the Client fails to comply with the obligation(s) referred to in paragraphs 1 up to and including 3, Gusella Bakker will be entitled to suspend the implementation of the Agreement. In addition, the Client is obliged to compensate Gusella Bakker for the additional expenses or other damage resulting therefrom for Gusella Bakker.

### Article 8. Execution of Agreement

1. Gusella Bakker will execute the Agreement to the best of its knowledge and ability in accordance with the requirements of good craftsmanship on the basis of an obligation of effort. Gusella Bakker therefore does not guarantee the result intended with an Agreement.
2. Gusella Bakker is entitled to involve third parties in the implementation of the obligations that arise from the Agreement or to transfer the obligations

that arise from the Agreement entirely or partly to third parties.

3. Gusella Bakker cannot be obliged to commence the execution of the Agreement until it has received all necessary data and has received the agreed advance payment, if applicable.

### Article 9. Delivery and research

1. Deadlines issued by Gusella Bakker are always indicative and do not count as fatal deadlines. Exceeding a stated deadline by Gusella Bakker does not entitle the Client to dissolve the Agreement or to any compensation. If a deadline is exceeded, the Client must give Gusella Bakker written notice of default. This means that the Client must give Gusella Bakker a reasonable period in which to still fulfil its obligations.
2. Delivery shall take place Ex Works (Incoterms 2020) by making the Goods available to the Client at the business premises of Gusella Bakker in Elst, unless the Parties have agreed otherwise. The risk of the Goods transfers to the Client as soon as delivery has taken place.
3. The Client is obliged to take delivery of the Goods the moment they are made available to him. If the Client fails to do so - for whatever reason - Gusella Bakker is entitled to store the Goods at the risk of the Client. The resulting expenses - such as transport and storage costs - will be for the account of the Client.
4. Gusella Bakker is entitled to deliver Goods in parts and to invoice the parts delivered separately.
5. All transportation of Goods, including freight-free shipments and vertical transport, shall be at the expense and risk of the Client, regardless of any conflicting statements on transport documents.

### Article 10. Retention of title

1. All delivered Goods will remain the property of Gusella Bakker until all claims that Gusella Bakker has on the Client (including any related (collection) expenses and interest) have been paid in full.
2. The Client may not resell, pledge or encumber in any other way the Goods delivered under retention of title.
3. The Client will always have to do everything that can reasonably be expected from the Client to safeguard the property rights of Gusella Bakker, including the insurance of the Goods delivered by Gusella Bakker under retention of title. In the event of an insurance payout for these Goods, Gusella Bakker is entitled to the proceeds.
4. If third parties seize the Goods delivered under retention of title or wish to establish or exercise other rights to them, then the Client is obligated to immediately inform Gusella Bakker thereof.
5. If Gusella Bakker wishes to exercise its property rights as referred to in this article, Client gives unconditional and irrevocable permission in advance to Gusella Bakker to enter all those places where the property of Gusella Bakker is located and to take back those Goods.
6. Gusella Bakker is not liable for any damage - of whatever nature - that results from the exercise of the rights of Gusella Bakker referred to in this article.
7. The reclamation of the delivered Goods from the

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Client under this article shall be considered as a termination of the Agreement concluded with the Client, in accordance with the provisions of Article 13.

### Article 11. Investigations and complaints

1. Immediately after delivery of a Good, the Client shall be obliged to thoroughly check whether the Good is proper and in accordance with the Agreement.
2. Any complaints/deficiencies, defects, damages and/or deviations in quantities must be reported by the Client to Gusella Bakker by registered mail within eight (8) days of delivery, or after the Client could have reasonably become aware of the complaint/deficiency. Any complaint must contain a description of the complaint/the deficiency that is as detailed as possible, so that Gusella Bakker is able to respond adequately.
3. If a complaint is reported later than as mentioned in paragraph 2, the Client is no longer entitled to repair, replacement or compensation, as a result of which Gusella Bakker is entitled not to deal with the complaint.
4. Client has to give Gusella Bakker the opportunity to investigate a complaint. If for the investigation of the complaint return shipment is necessary, or if it is necessary that Gusella Bakker comes on site to investigate the complaint, the expense of the return shipment or the investigation expenses will be for the account of Client. The transport risk is always for Client.
5. Minor deviations in for instance quality, sizes and colour of Goods that Gusella Bakker delivers, do not provide a reason for withholding approval by the Client. Deviations that in all reasonableness have no or a minor influence on the utility value of a Good to which the complaint relates, will always be considered deviations of minor importance.
6. If the Client submits a complaint, this does not suspend his payment obligation.
7. If Gusella Bakker is of the opinion that the Client has filed a complaint promptly and legitimately, Gusella Bakker will - all this at the discretion of Gusella Bakker - take care of an appropriate solution in the form of repair, replacement or compensation of at most the amount paid by the Client for the relevant part of the Agreement. In case of replacement of a Good, the Client is bound to return the replaced Good to Gusella Bakker and transfer ownership thereof to Gusella Bakker, unless Gusella Bakker indicates otherwise.
8. If Gusella Bakker is of the opinion that the Client has filed a complaint too late and/or unjustly in Gusella Bakker's opinion, the expenses incurred on the part of Gusella Bakker - including the research costs - will be for the account of the Client.

### Article 12. Warranties

1. With regard to the deliveries Gusella Bakker never gives a further warranty than as expressly agreed between Parties.
2. The Client guarantees that the Goods delivered by Gusella Bakker will be used solely for its own production purposes, unless the Parties agree otherwise in writing.

3. Only deficiencies, that were already present but not visible at the time of delivery and become visible within twelve (12) months after delivery, will be repaired by Gusella Bakker by replacement or in another way chosen by Gusella Bakker.
4. If the purpose for which the Client wishes to treat, process or use the Goods deviates from the usual purpose of these Goods, Gusella Bakker only guarantees that the Goods are suitable for this purpose.
5. No appeal to the warranty shall be possible in case of deficiencies or defects, loss of quality or deterioration of the Goods caused by:
  - a. failure to comply with the operating instructions and/or (other) manuals of the Good;
  - b. failure to observe or follow instructions of Gusella Bakker with regard to the Good;
  - c. injudicious and/or improper use or maintenance of the Good;
  - d. wear and tear caused by normal use of the Good;
  - e. external influences other than influences against which the Goods should normally be resistant;
  - f. through errors or incompleteness in the information provided by or on behalf of the Client to Gusella Bakker;
  - g. as a result of directions or instructions given by or on behalf of Client;
  - h. as a result of the choice of Client deviating from what Gusella Bakker advised and/or is customary.
6. No appeal to the warranty is possible as long as the Client has not yet (fully) paid the agreed price for the Goods.
7. In case of a justified appeal to the warranty, Gusella Bakker will - all this at Gusella Bakker's discretion - provide for a suitable solution in the form of repair, replacement or compensation of at most the amount paid by the Client for the relevant part of the Agreement, all this in accordance with the provisions of article 11.

### Article 13. Suspension and dissolution

1. Gusella Bakker has - in addition to its statutory powers of dissolution and suspension - the right to dissolve the Agreement and/or suspend the performance of the Agreement with immediate effect, if any of the following events occur:
  - a. the Client fails to fulfil the obligations under the Agreement and/or General Terms and Conditions, in full and/or in time;
  - b. after the conclusion of the Agreement Gusella Bakker has become aware of information that gives good reasons to fear that the Client will not fulfil its obligations;
  - c. Gusella Bakker exercises its right of ownership in accordance with Article 10 of the General Terms and Conditions;
  - d. The Client passes away;
  - e. upon conclusion of the Agreement the Client has been requested to provide assurance for the fulfilment of his obligations under the Agreement and this assurance has not been provided or is insufficient;
  - f. a request for (provisional) suspension of payments has been filed by the Client;
  - g. The Client is declared bankrupt or a petition for

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bankruptcy is filed;

- h. an attachment has been levied at the Client's expense;
- i. a resolution to dissolve and/or liquidate the Client has been passed;
- j. Client otherwise loses the power of disposition or legal capacity with regard to all or part of his assets.

Client is obliged to immediately notify Gusella Bakker of the occurrence of an event referred to in sub e to j.

2. If Gusella Bakker makes use of its powers of dissolution or suspension, then all resulting expenses and damages are for the account of the Client and all claims of Gusella Bakker are immediately due and payable.
3. If Gusella Bakker proceeds to suspension or dissolution, Gusella Bakker will in no way be liable for any damage incurred by Client as a result thereof.
4. Client waives all rights to dissolve the Agreement in whole or in part or to suspend in whole or in part his/her (payment) obligations.

### Article 14. Privacy

1. If Gusella Bakker needs to take knowledge of personal data in the performance of the Agreement, the Client is obliged to provide Gusella Bakker with these required data.
2. When providing the data, the Client is responsible to omit personal data or other confidential data that Gusella Bakker does not need as much as possible or to render them illegible and to transfer the confidential data to Gusella Bakker in a safe manner.
3. Gusella Bakker has taken appropriate, technical and organisational measures to secure the processing of personal data. When taking the security measures, the risks to be mitigated, the state of the art and the expense of the security measures have been taken into account.
4. Gusella Bakker processes personal data in accordance with its privacy statement. This can be found at [www.gusella-bakker.com/cookies-privacy/](http://www.gusella-bakker.com/cookies-privacy/).

### Article 15. Intellectual property rights

1. The Agreement is not intended to transfer any intellectual property rights of Gusella Bakker and/or third parties engaged by Gusella Bakker to the Client.
2. The Client is explicitly prohibited from infringing the intellectual property rights - such as copyright - of Gusella Bakker and/or third parties engaged by Gusella Bakker, as well as the good name of Gusella Bakker.
3. Client will - both during and after termination of the Agreement - not perform any acts that may infringe the intellectual property rights of Gusella Bakker and/or third parties engaged by Gusella Bakker as referred to in the previous paragraph.

### Article 16. Force majeure

1. Gusella Bakker is not obliged to fulfil an obligation towards Client if it is hindered to do so as a result of force majeure. If a force majeure situation occurs

on the part of Gusella Bakker, Gusella Bakker will notify the Client as soon as possible and indicate whether performance is possible, and if so, within what timeframe.

2. In these General Terms and Conditions force majeure is understood - in addition to what is understood in law and jurisprudence - to mean all external causes, foreseen or unforeseen, on which Gusella Bakker cannot exert influence and as a result of which Gusella Bakker is not able to comply with its obligations, such as a pandemic, an epidemic, non-performance by (sub)suppliers, transport problems as a result of a shortage of transport resources, a shortage of required material due to a scarcity of raw materials, government measures impeding the performance, extreme weather conditions, electricity failure, failure of internet data network or telecommunication facilities, danger to public health, failures of public infrastructure, general transport problems, strikes, war, terrorist attacks, internal unrest or natural disasters.
3. Gusella Bakker may suspend its obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two (2) months, Parties are entitled to dissolve the Agreement, without the obligation of Gusella Bakker to compensate the Client.
4. If at the time of the occurrence of force majeure Gusella Bakker has already partly fulfilled its obligations from the Agreement or will be able to fulfil them, Gusella Bakker is entitled to invoice the part already fulfilled or to be fulfilled. Client is obliged to pay this invoice.

### Article 17. Indemnities

1. Client indemnifies Gusella Bakker against all claims of third parties related to or arising from the legal relationship existing between Gusella Bakker and Client.

### Article 18. Liability

1. Gusella Bakker is only liable insofar as this article shows. The same applies to third parties engaged by Gusella Bakker for the implementation of the Agreement.
2. Gusella Bakker is not liable for damage of whatever nature that has arisen because Gusella Bakker has assumed incorrect or incomplete information or data provided by or on behalf of Client.
3. Gusella Bakker is not liable for failure to deliver, delayed delivery, or defective delivery, nor for any shortcoming in the performance of the Agreement, unless there is intent or gross negligence.
4. Gusella Bakker is not liable for damage caused by:
  - a. non-compliance with the instructions for use, safety regulations with health risks and/or (other) manuals of a Good;
  - b. failure to observe or follow instructions and/or warnings of Gusella Bakker with respect to a Good;
  - c. inexpert or careless use of a Good;
  - d. handling, adaptation and/or processing of a Good;
  - e. to use a Good for a purpose other than that for which a Good is intended;

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- f. errors or omissions caused by third parties;
  - g. chemical influences or induction of already existing materials or materials used by third parties.
5. Gusella Bakker shall never be liable for indirect damage, including consequential damage, lost profits, missed savings, damage due to business stagnation and delay damage.
  6. Gusella Bakker can only be liable for direct damage caused by an attributable shortcoming in the performance of the obligation(s) arising from the Agreement that the Client has reported to Gusella Bakker by registered letter within thirty (30) days - after the Client has taken knowledge thereof or could have taken knowledge thereof. Direct damage is understood to imply:
    - a. the reasonable expenses to determine the cause and the extent of the damage, insofar as the determination relates to the damage within the meaning of these General Terms and Conditions;
    - b. any reasonable expenses incurred to have the deficient performance of Gusella Bakker meet the Agreement;
    - c. reasonable expenses incurred to prevent or limit damage, provided Client demonstrates that these expenses have led to limitation of direct damage as referred to in these General Terms and Conditions.
  7. Gusella Bakker's liability is at all times limited to the amount paid out under Gusella Bakker's insurance policy in the relevant case.
  8. If for whatever reason no payment under the aforementioned insurance is made, any liability of Gusella Bakker is limited to at most the amount that the Client has paid to Gusella Bakker for the delivered Goods.
  9. Gusella Bakker shall not be liable for damage that has arisen as a result of force majeure, all this in accordance with the provisions of article 16.

#### **Article 19. Applicable law and disputes**

1. Dutch law applies to all legal relationships to which Gusella Bakker is a Party. This also applies if an Agreement is executed wholly or partially abroad or if the Client has its place of business there.
2. In case of a conflict between a provision of these General Terms and Conditions and a provision of the UN Convention for the International Sale of Goods (CISG), the provisions of these General Terms and Conditions will prevail.
3. The Dutch court in the district of Gelderland, Arnhem region, has exclusive jurisdiction over disputes arising from the Agreement, insofar as rules of mandatory law do not dictate otherwise.
4. The language of communication in possible legal proceedings will be Dutch.
5. The Parties will only resort to court after making every effort to resolve a dispute by mutual agreement.
6. All legal claims of the Client arising from or related to these General Terms and Conditions shall expire after a period of one year, starting from the date of delivery.