

General Terms and Conditions SBS B.V., Schiphol

SECTION A: GENERAL

Article 1: Definitions

In these General Terms and Conditions:

- General Conditions** means: the General Terms and Conditions applied by SBS;
- Defect** means: any nonconformity with the functional and/or technical specifications given by SBS in writing. A Defect only exists if the Customer is able to demonstrate the Defect and if it can be reproduced by SBS.
- Third-party Products** means: all physical products (goods) and non-physical products (services) and the facilities arising from them and the work related to them that originate from third parties and are licensed to SBS.
- Customer** means: the purchaser of SBS Products.
- Products** means: all physical products (goods) and non-physical products (services).
- SBS** means: SBS B.V., established at Evert van de Beekstraat 1 -100, NL-1118 CL Schiphol, the Netherlands, and its legal successors and any enterprise or partner affiliated with SBS that enters into the legal relationship with the Customer and applies the General Conditions;

Article 2: Applicability

- 2.1. These General Conditions apply to all offers and/or supplies/deliveries from SBS and agreements and/or other legal relationships between SBS and the Customer arising from these, and the resulting facilities and related activities, whether under a written, oral and/or electronic agreement, unless agreed otherwise in writing. They are applicable even if they are not mentioned in subsequent agreements. They are also applicable to all business transactions concluded between the Customer and SBS via online e-commerce.
- 2.2. If there is a conflict between these General Conditions and a written agreement between SBS and the Customer, the provisions of the relevant written agreement will prevail.
- 2.3. Any terms and conditions of purchase or other terms and conditions of the Customer do not apply. The applicability of any terms and conditions of purchase or other terms and conditions of the Customer or of third parties for the benefit of the Customer is therefore expressly rejected by SBS, unless explicitly accepted in writing by SBS.
- 2.4. In addition to these General Conditions, Third Party Products are also subject to the terms and conditions (of use) of the relevant third party supplier, which shall prevail in the event of conflicts.
- 2.5. SBS reserves the right to amend these General Conditions and to declare the amended General Conditions applicable to existing Agreements.
- 2.6. If SBS declares the amended General Conditions applicable to an existing assignment/agreement, SBS will announce the changes in good time. The amended General Conditions will become effective 30 days after SBS has announced the change, at its discretion, on the website, by letter or by e-mail.
- 2.7. If the Customer does not wish to accept an amendment to the General Conditions, the order/agreement will be continued under the former conditions until the order is completed and/or the end of the agreement.
- 2.8. Minor changes or changes that have a positive effect for the Customer may be made at any time and do not give the Customer the right to terminate the agreement.
- 2.9. If the Customer comprises multiple persons, legal entities or companies, each of these will be jointly and severally and/or separately obliged to perform all obligations under the agreement concluded with SBS.

Article 3: Offers, orders and product description

- 3.1. All offers from SBS are subject to contract and without obligation, unless it is expressly stated that the offer is binding. All information in brochures, catalogues, presentations of Products via e-commerce and in other promotional media is solely intended to describe the Products and is not an integral part of the agreement.
- 3.2. All orders placed by the Customer include binding offers. SBS may accept orders within 14 days of receipt. Orders are accepted by separate order confirmation, delivery of the ordered Products, dispatch of the invoice or performance of the service.
- 3.3. The agreement is formed on the date on which the Customer receives SBS's order confirmation, or if the order is fulfilled immediately, the date on which the ordered Products are delivered.
- 3.4. Orders for Products that SBS considers non-standard or customised products may not be cancelled or returned. SBS may designate goods as non-standard or customised products in any way, for example by referring to an offer, product list or order confirmation. The Customer may only change or cancel orders for standard products or postpone the delivery date with the explicit written consent of SBS.
- 3.5. SBS may cancel the sale of individual Products for a legitimate reason at any time and with the exclusion of any liability.
- 3.6. If the agreement relates to Products that are subject to further technical development, SBS may deliver the Products in accordance with the manufacturer's most recent specifications, provided that this does not impede the use specified in the agreement. Furthermore, standard deviations and deviations required by statutory provisions will be permitted, provided that this does not have an adverse impact on the use specified in the agreement. The Customer must notify SBS if it is solely interested in the type ordered and that this type may in no event be deviated from.
- 3.7. Details of the Products distributed by SBS (including weight, dimensions, practical value, resilience, tolerances and technical data) as well as representations thereof (such as drawings and illustrations), in particular in brochures, type lists, catalogues, data sheets, promotional materials, specifications and descriptions, technical specifications and other terms and conditions of delivery, certificates and other documents, are valid only by approximation, unless use for a specific purpose has been contractually agreed.
- 3.8. Samples of the Products distributed by SBS are considered prototypes and do not guarantee the condition of the Products without an express written agreement. It is imperative that the applicable tolerance ranges are taken into account.
- 3.9. The manufacturer's information regarding the reliability of the delivered Products serves as a statistical average, is indicative only and does not refer to individual deliveries or delivery batches.

Article 4: Framework agreements.

- 4.1. Framework agreements, under which a Customer orders a certain quantity of Products that are to be delivered in multiple partial deliveries over a particular period of time, will only be concluded after separate agreement is reached on the specific terms for individual deliveries. Unless otherwise agreed, the term of a framework agreement may not exceed a term of six months.
- 4.2. The agreed delivery dates of partial deliveries made at the Customer's request may only be changed between a period of four weeks before the agreed delivery date and four weeks after the scheduled delivery. After this period, SBS will be entitled to invoice the Products as yet. In addition, SBS may terminate the framework agreement as soon as the postponed delivery period has expired and demand compensation instead of performance. If this period is exceeded, SBS furthermore reserves the right to change the price at the time of the changed partial deliveries, subject to what is provided in this respect in Article 8 of these Conditions.

Article 5: Delivery

- 5.1. The Products are delivered by SBS ex works, warehouse or other storage space ("Ex Works"), unless otherwise agreed in writing. The risk of loss, theft, damage and loss of value regarding the Products passes to the Customer upon delivery.
- 5.2. The Customer is obliged to fully cooperate with the delivery of the goods or services to be provided by SBS under the agreement. The Customer will be in default, without notice of default being required, if it fails to collect the goods to be delivered at the agreed location upon SBS's first request or, if delivery to its address has been agreed, refuses to take delivery of the goods. Furthermore, the Customer will be in default, also without notice of default being required, if he fails to accept the services on the agreed date. If delivery is delayed due to circumstances for which

- the Customer is responsible, the risk of the Products shall pass to the Customer as from the moment when SBS has informed the Customer that the Products are ready for shipment.
- 5.3. If it is agreed that the goods to be delivered will be transported at the Customer's expense, the Customer will bear the risk, both during transport and when loading and unloading. If the Products are delivered directly to the Customer by the carrier(s), the Customer must check the condition of the packaging. The Customer must report any visible transport damage immediately by making a note of this on the transport documents and sending a copy thereof by e-mail to SBS that same day. Signing for receipt of the Products is considered proof that the Customer has received the packaging of the items undamaged. Neither the Customer nor third parties are permitted to open the packaging themselves. After receipt the Customer must store the packaged items in a safe place.
 - 5.4. SBS is not responsible for storing the goods to be delivered, unless expressly agreed otherwise. If the goods are stored, this will always be at the Customer's expense and risk.
 - 5.5. All delivery periods stated by SBS and that are applicable to SBS are determined to the best of SBS's knowledge on the basis of information provided to SBS and will be observed as much as possible.
 - 5.6. Delivery periods will therefore not be regarded as strict deadlines, but as periods within which SBS will endeavour to deliver to the best of its abilities. If a delivery date threatens to be missed, SBS and the Customer will consult on a new date as soon as possible.
 - 5.7. SBS will no longer be bound to an agreed strict delivery date if the Customer requests a change in the specifications of the work, unless the change is of such minor significance or causes such minor delay that it cannot reasonably require SBS to change its initially planned reservation of production capacity.
 - 5.8. During the performance of the agreement by SBS the Customer is obliged to do everything reasonably necessary or desirable to facilitate timely delivery by SBS.
 - 5.9. SBS reserves the right to supply up to 5% more or less than the agreed quantity of Products if so required for production technical reasons. The difference between the agreed and the actual quantity of Products delivered will be set off in the final payment term,
 - 5.10. SBS will in no event be in breach if it misses an agreed delivery date. SBS does not accept any liability if a delivery date is missed in any circumstance.
 - 5.11. The Customer is obliged to inspect the delivered Products (or have them inspected) immediately upon delivery, to the extent that this may reasonably be required of it.
 - 5.12. Any complaints regarding missing or non-ordered Products that are discovered or could reasonably have been discovered during an inspection must be immediately reported by the Customer to SBS in writing (accompanied by the packing list), and in any event within one (1) business day after delivery, stating exactly the nature of and the ground for the complaints.
 - 5.13. Any complaints regarding defects to Products that cannot or could not have been discovered within the period referred to in the previous paragraph of this article must be reported to SBS in writing within five (5) working days after they have become known, or should reasonably have become known, to the Customer, stating exactly the nature of and the ground for the complaints.
 - 5.14. If a defect as referred to in the previous paragraph of this article is found, the Customer must cease any use of the Products, preserve the Products as a prudent debtor, and take all necessary measures to mitigate its damage as much as possible. The Customer is required in this event to strictly comply with SBS's instructions and to fully cooperate with SBS with any investigating into the defect and the cause and all related circumstances, such as the handling and use of the Products. If there are complaints about the quality of the Products, these must be kept for inspection by SBS and returned to SBS following SBS's written consent.
 - 5.15. If the Customer does not, or not fully or properly, comply with the provisions of Articles 5.1 through 5.4, any claim of the Customer in this respect will lapse. If the Customer fails to submit complaints to SBS within the periods set out in Articles 9.2 and 9.3, the Customer will be deemed to have accepted the Products and the Customer may no longer claim that the Products do not conform to the agreement.
 - 5.16. Minor deviations in quality, colour, dimensions, weight and appearance that are common in the industry or that are technically unavoidable will not constitute ground for complaints.
 - 5.17. Products may not be returned to SBS without SBS's prior consent, unless otherwise agreed in writing.
 - 5.18. If it is established that a Product is defective and a complaint has been timely submitted in that respect, SBS will, at its discretion, either replace or arrange for the repair of the defective Product within a reasonable period of time after its return or, if return is not reasonably possible, pay the

Customer, upon the Customer's written notification of the defect, replacement compensation. If the Product is to be replaced the Customer is obliged to return the replaced Product to SBS and transfer the ownership to SBS, unless SBS states otherwise.

- 5.19. If it is established that a complaint is unfounded, the costs incurred by SBS as a result, including the investigation costs, will be fully charged to the Customer.
- 5.20. In deviation from the statutory limitation periods, all claims asserted against SBS and all defences against SBS and third parties involved in the performance of an agreement by SBS will become time-barred after one (1) year.

Article 6: Retention of title

- 6.1. The goods delivered by SBS will remain the property of SBS until the Customer has fulfilled all obligations under all purchase agreements concluded with SBS, these being the consideration(s) due in respect of the good or goods delivered or to be delivered themselves and/or any claims for non-compliance by the Customer with any purchase agreement(s).
- 6.2. Goods supplied by SBS subject to retention of title as referred to in paragraph 1, above, may only be resold in the context of normal business operations. The Customer may not pledge the products or establish any other right in respect of them.
- 6.3. If the Customer processes or modifies goods delivered under retention of title, it will always do so on behalf of SBS. SBS's retention of title to the Products also extends to the processed or modified good. If these Products are processed, combined, or mixed with other goods that initially were not the property of SBS, SBS nevertheless acquires joint ownership of the new good pro rata to the value of the goods delivered at the time of processing relative to the other goods before processing or modification. The Customer will securely keep the new goods on behalf of SBS. The same provisions that apply to Products delivered subject to retention of title will apply to goods that are the product of processing or modification.
- 6.4. If the Customer fails to fulfil its obligations or if there are reasonable grounds to fear that it will not do so, SBS may take possession, or instruct another party to do so, of the goods supplied subject to retention of title as referred to in paragraph 1 at the Customer's premises or the premises of third parties that keep the goods for the Customer. The Customer is obliged to fully cooperate with this, subject to a penalty of 10% of the amount it owes for each day that it fails to do so.
- 6.5. The Customer must inform SBS as soon as may reasonably be expected of it if third parties wish to create or enforce any rights with respect to the goods supplied subject to retention of title.
- 6.6. The Customer undertakes, at SBS's first request:
 - to insure and keep insured the items delivered subject to retention of title against fire, explosion, water damage and theft, and to allow inspection of the insurance policy;
 - to pledge to SBS, at its first request, all claims that the Customer has against insurers relating to the goods supplied subject to retention of title in the manner prescribed in Article 3:239 of the Dutch Civil Code (DCC);
 - to pledge to SBS, at its first request, all claims that the Customer has against its customers upon reselling the goods supplied subject to retention of title in the manner prescribed in Article 3:239 DCC;
 - to mark the goods supplied subject to retention of title as the property of SBS; and
 - to cooperate in any other way with all reasonable measures SBS wants to take to protect its proprietary rights with respect to the goods and which do not unreasonably hinder the Customer's normal business operations.

Article 7: Invoicing and payment

- 7.1. SBS will charge the Customer an advance payment of 50% of the purchase price of the Products, unless agreed otherwise in writing. This advance must be paid by the Customer before the Products pass the railing of the ship in the port of departure. The remaining amount must be paid prior to delivery of the Products by SBS from its own warehouse or other storage location. Both payment dates are strict deadlines and will be determined by SBS at least 14 days in advance. If an amount due is not paid by the deadline at the latest, the Customer shall be in default by operation of law and the Customer shall owe interest and costs on the outstanding amount in accordance with the provisions of the sixth and seventh paragraphs of this Article. In addition, the Customer shall be liable for all costs caused by the delay in payment, including but not limited to the costs of re-booking a ship, storage costs, customs formalities, transport costs, etc.

- 7.2. All prices on documentation, quotations and websites of SBS are subject to clerical and calculation errors. SBS does not accept any liability for the consequences of such clerical and calculation errors.
- 7.3. All prices are exclusive of turnover tax, other taxes, duties levied before delivery or performance or before importation and other government levies, as well as any costs to be incurred in the context of the Agreement. These taxes and duties will be charged to the Customer.
- 7.4. All amounts are at all times payable by the Customer in full. The Customer is not entitled to any discount, compensation or set-off, unless expressly agreed in writing or if such entitlement is established by operation of law or is undisputed. The Customer is not entitled to suspend its payments in the event of a dispute between the Customer and SBS. The Customer may only transfer any claims it has against SBS under an agreement between the parties with SBS's written consent.
- 7.5. If the Customer fails to pay an amount due within the prescribed period, SBS may, without prejudice to its other rights, suspend its obligations under the relevant agreement or terminate the relevant agreement.
- 7.6. If the Customer fails to fulfil a payment obligation it is in default without any further warning or notice of default being required. The Customer will in that event owe SBS both extrajudicial and court costs in connection with the collection of everything that the Customer owes SBS. The extrajudicial collection costs will amount to 15% of the amount owed, with a minimum of EUR 500 (five hundred euros).
- 7.7. As from the moment when the Customer is in default of payment it will owe interest on the outstanding amount equal to the applicable statutory interest rate at that time plus 4%.
- 7.8. If the collection of an outstanding debt leads to legal proceedings, the actual costs of a lawyer or legal representative incurred by SBS will be payable by the Customer, also if these costs exceed the order for costs, unless the court has not given an order for costs or rules in favour of the Customer. The services charged by the lawyer or legal representative engaged by SBS must be reasonable, in accordance with the standards of the Netherlands Bar Association.
- 7.9. Each payment will always serve to first pay interest and costs and next the oldest outstanding invoice, also if the Customer states upon payment that the payment relates to a more recent invoice.
- 7.10. All claims SBS may have will become immediately due and payable if the Customer is granted suspension of payments, is offered a debt restructuring within the meaning of Article 284 ff. of the Dutch Bankruptcy Act, is declared insolvent or is otherwise unable to pay its debts. This will also be the case if the Customer changes the legal form of its undertaking or transfers it to a third party, or relocates the place of its establishment and/or his place of residence abroad.

Article 8: Prices and price changes

- 8.1. All prices are as stated in SBS's order confirmation by SBS unless otherwise agreed. The prices are exclusive of the costs of packaging, freight, insurance, customs, public levies and turnover tax. All prices are ex works ("Ex Works," see Incoterms 2020).
- 8.2. If, after the agreement has been concluded, any freight and transport costs, insurance premiums, import duties, taxes and other government levies, both domestic and foreign, to be paid by SBS under the agreement are raised, SBS will be entitled to increase its prices accordingly.
- 8.3. The prices for the Products will be based in part on the factory and supplier prices and currency ratios applicable at the time of concluding the Agreement, unless otherwise stated. If after the date of sale but before the day of delivery any of the cost price factors are raised, SBS will be entitled to increase the offered or agreed price accordingly, also if the increase is the result of foreseeable circumstances. This will also apply *mutatis mutandis* if the Products have become more expensive as a result of a change in the exchange rate. The sales prices are the prices as they apply on the day of delivery.
- 8.4. If within three months of the formation of the agreement SBS raises its prices by more than 10% of the originally agreed price (if the parties have not agreed that the Customer will pay in instalments), the Customer may terminate the agreement in writing within seven days after it has been informed of the price change or could have taken note thereof. SBS will not owe any compensation in that event. Termination on the basis of this Article is not possible if the price increase is a result of a situation as referred to Articles 8.2 or 8.3 of these General Conditions.

Article 9: Additional costs.

- 9.1. If the delivery of the Products is suspended due to changes in the instructions or specifications given by the Customer, or due to another failure on the part of the Customer, the resulting additional costs and hours to be incurred by SBS will be payable by the Customer.
- 9.2. If SBS is hindered in the installation of goods, the resulting additional costs will be payable by the Customer.

Article 10: Transfer of rights and obligations

- 10.1. SBS reserves the right to engage third parties to perform its obligations under an agreement concluded between SBS and the Customer.
- 10.2. The Customer may only transfer its rights and obligations under an agreement concluded with SBS with the prior written consent of SBS. Any transfer in breach of the provisions of this Article will be null and void towards SBS.

Article 11: Termination

- 11.1. Each agreement will be entered into for the term specified in the agreement.
- 11.2. If the Customer terminates the agreement prematurely, it shall nevertheless be obliged to pay all agreed amounts until the agreed termination date.
- 11.3. Either Party may rescind the agreement, in whole or in part, by registered letter, without judicial intervention, if the defaulting Party continues to fail to comply with its obligations after receiving a written warning in which it is offered a reasonable period to comply as yet.
- 11.4. Either Party may terminate an agreement between SBS and the Customer by written notification, without further notice of default, if:
 - a) the other party fails to fulfil its payment obligation;
 - b) the other party submits a request for a statutory debt restructuring;
 - c) the other Party files an application for insolvency or is declared insolvent;
 - d) the other party files a request for or is granted suspension of payments, or a provisional suspension of payments;
 - e) the other party dissolves or ceases its business other than for the purpose of restructuring or merging companies.In each of these cases, any claim SBS may have against the Customer will be immediately and fully due and payable.
- 11.5. After the agreement is terminated, on any ground, the Customer may not claim any rights under it anymore, on the understanding that the Parties' rights and obligations which, given their nature, are intended to continue to exist after the termination of the agreement as well, will remain in force unaffected, including but not limited to property rights, and any non-disclosure and non-compete clauses.

Article 12: Force Majeure

- 12.1. SBS will in no event be liable if it is unable to fulfil its obligation as a result of a circumstance beyond its control or that by law, legal act or common opinion cannot be attributed to it, such as but not limited to incorrect (technical) specifications and/or functional descriptions of Third-Party Products and/or products supplied by third parties, adverse weather conditions, fire, explosion, outages, network failures, flooding, illness, shortage of personnel, strikes or other labour conflicts, accidents, government acts, the failure to obtain a required permit or consent, shortage of materials, theft, traffic disruption and/or transport impediments.
- 12.2. If the non-attributable failure is temporary in nature, SBS may suspend performance of the agreement until the relevant situation no longer occurs, without owing any compensation. In the event of a non-attributable failure SBS reserves the right to claim payment for services already performed by it before the non-attributable failure became known.
- 12.3. If the non-attributable failure of one of the parties continues for more than three months, both parties may terminate the agreement separately, without owing any compensation in that event.

Article 13: Confidentiality

- 13.1. SBS and the Customer mutually undertake to keep confidential all data and information about each other's organisation, clients, files and Products, that come to the parties' knowledge in the performance of their activities for the benefit of each other or for the benefit of Customer's clients. Data and information may only be used for the performance of the agreement concluded between the parties.

- 13.2. SBS may post the name and logo of the Customer or its clients to whom rights to the Products have been granted on its website and/or a reference list and make these available to third parties for information purposes.

Article 14: Liability

- 14.1. SBS will in no event be liable, except in the event of wilful intent or gross negligence on its part, for any form of damage, including additional damages in any form whatsoever, or for compensation of indirect or consequential damage or damage due to lost turnover or profit.
- 14.2. SBS's total liability due to attributable failure to perform the agreement will, with due observance of this clause, be limited to compensating any direct damage to a maximum of the amount of the price stipulated for that agreement (exclusive of turnover tax) actually paid by the Customer to SBS under the agreement for 1 (one) year (being the year in which the damage occurred, or first occurred), with a maximum of EUR 50.000 (fifty thousand euros), whereby a series of related events will be considered as one event *and* SBS will never be required to compensate more damage than the damage compensated under its insurance.
- 14.3. SBS's total liability for damage caused by death or personal injury shall in no event exceed EUR 100.000 (one hundred thousand euros), whereby a series of related events will be considered as one event.
- 14.4. Direct damage shall only include:
- a) the reasonable costs incurred in determining the cause and extent of the damage;
 - b) the reasonable costs incurred in preventing or mitigating the damage, insofar as the Client demonstrates that these costs have led to mitigation of the damage.
- 14.5. SBS's liability for indirect damage, including consequential damage, loss of profit, lost savings, destruction or loss of files and/or data, loss caused by delays, loss suffered, damage caused by the Customer providing defective information and/or cooperation, damage due to business interruption or third-party claims against the Customer, is expressly excluded.
- 14.6. SBS will in no event be liable, with the exception of the events referred to in this Article, to pay any damages, regardless of the grounds on which an action for damages might be based.
- 14.7. SBS's liability towards the Customer will only arise if the Customer gives SBS immediate and proper notice of default in writing, allowing it a reasonable period to remedy the failure, and SBS continues to fail to fulfil its obligations after that period as well. The notice of default must specify the failure in as much detail as possible, to enable SBS to respond adequately.
- 14.8. As a condition for the existence of any right to damages the Customer must at all times inform SBS in writing of the damage by registered letter within 30 (thirty) days of the occurrence of the damage and must take all necessary measures to mitigate the damage.
- 14.9. The Customer agrees to indemnify SBS against all third-party claims for liability due to a defect in a product, system or service delivered or provided by the Customer to a third party and which product, system or service also included items supplied by SBS.
- 14.10. SBS accepts no liability whatsoever for any loss or damage, of any kind, arising from Third-Party Products that SBS has delivered to the Customer. If possible SBS will transfer its rights to claim damages from the supplier of the Third Party Product in question to the Customer.
- 14.11. SBS will not be liable for any loss or damage, of any kind, because or after the Customer has started using the delivered goods or services, or has modified or processed them or has delivered them or given in use to third parties.
- 14.12. SBS will not be liable for loss or damage, of any kind, resulting from the failure to provide Service in good time.
- 14.13. Although SBS takes the utmost care to ensure that the data are reliable and up to date, inaccuracies may occur in this respect. SBS will not be liable for the consequences of the use made by contract parties or third parties of data provided or transmitted by SBS. SBS will furthermore not be liable for any loss or damage resulting from inaccuracies, problems caused by or inherent to the dissemination of information via the Internet or as a result of technical malfunctions.

Article 15: Intellectual property rights

- 15.1. All rights to further develop the Products and to make their use available to third parties by means of licences rest exclusively with SBS.
- 15.2. All intellectual property rights, industrial property rights and other rights arising from any order fulfilled by SBS anywhere or anytime, with the exception of Third-Party Products, regardless of whether an existing Product or a Product yet to be developed is delivered, will rest with SBS.

- 15.3. The Customer acknowledges that all existing and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the aforementioned rights and/or similar rights will vest in or will be transferred to SBS now and in the future for the entire duration and any extensions or renewals thereof, worldwide.
- 15.4. The Customer is not permitted to remove or alter any marking establishing the intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products, or to have such acts performed by a third party.

Article 16: Warranty

- 16.1. The warranty period for goods delivered is the manufacturer's warranty offered by the manufacturer. This warranty is valid at least 12 months from delivery, unless a different period has been agreed. During the warranty period, which commences from the moment of delivery of the physical Product, SBS will endeavour to repair, or instruct the repair of, or replace Defects to the best of its knowledge and ability, provided that SBS has been notified of the Defects by the Customer in writing, stating full details, within the warranty period.
- 16.2. If a Defect may generally be considered to be caused by the Customer having made careless or inexpert use or by other causes that cannot be attributed to SBS, SBS may charge the usual prices and costs for repairing, modifying or replacing the Products.
- 16.3. The warranty does not cover the reconstruction and/or repair of damaged or lost files and/or data. SBS does not warrant that the Products will function without interruption or Defects, or that they are suitable for any use intended by the Customer and/or will lead to the result desired by the Customer, both during the warranty period and thereafter. Any right to a warranty lapses if the Customer modifies the Products or has them modified without SBS's written consent.
- 16.4. SBS will not be obliged to repair Defects, or modify and/or replace Products, after the warranty ends, unless otherwise agreed.
- 16.5. The warranty in respect of Third Parties Products will at all events be limited to the warranty offered by the supplier of such Third-Party Products.

Article 17: Invalidity

- 17.1. If any provision of the agreement is null, nullified or voidable, the other provisions of the terms and conditions will remain in full force and effect and SBS and the Customer will consult in order to agree new provisions to replace the invalid or voided provisions, in the sense that the parties will endeavour to ensure that the purpose of the agreement (or the remaining part of the relevant provision) remains in full force.

Article 18: Applicable law and jurisdiction

- 18.1. All agreements concluded by SBS with the Customer are governed by and will be interpreted in accordance with Dutch law, unless the parties have agreed otherwise in writing.
- 18.2. All disputes arising from or related to the Order will be exclusively submitted for assessment by the competent court in Amsterdam.