

General Terms and Conditions of WRT B.V.

General Terms and Conditions of WRT B.V., having its registered office at (1077 ZX) Amsterdam, The Netherlands, Strawinskyalaan 3067 (Chamber of Commerce and Industry number 34246050) as filed with the Chamber of Commerce and Industry for Amsterdam, the Netherlands, on 21 December 2021

Article 1: Definitions

In the present General Terms and Conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise. Any definitions in the singular shall include the plural and vice versa.

- **WRT:** means WRT B.V. and all its Affiliate and subsidiary companies acting, amongst others, as seller and/or provider of Services.
- **Activities:** means the activities as described in an Agreement or Offer, including, but not limited to, the Delivery of Products, the rendering of Services and any related advices.
- **Affiliate:** means a legal entity controlling or controlled by that Party, by direct or indirect ownership.
- **Agreement:** means any Contract concluded between WRT and the Customer, of which these General Terms and Conditions form an integral part,
- **Contract:** means any contract, whether or not in written form, including any appendices, relating to the sale and/or purchase of Products and/or the provision of Services.
- **Compound offer:** means an Offer that mentions a total price, without specification of each part of the order.
- **Customer:** means the Party contracting with WRT for the procurement of Products and Services.
- **Delivery:** the moment at which Products are made available by or on behalf of WRT to the Customer or to a carrier on behalf of Customer.
- **General Terms and Conditions:** the terms and conditions set out in this document.

- **Incoterms:** mean the latest version of the standard International Commercial Terms (“Incoterms”) of the International Chamber of Commerce (ICC), which are incorporated in the Agreement by reference.
- **Lead time:** means the amount of time that WRT normally needs to acquire the Product from its suppliers and to Deliver the Product.
- **Offer:** means an explicit proposal to enter into an Agreement, including tenders, which, if accepted, concludes the Agreement and binds both WRT and the Customer accepting the offer to the terms of the Agreement.
- **Party:** means either of the parties to the Agreement.
- **Parties:** means both WRT and the Customer together.
- **Products:** means the products to be delivered by WRT to the Customer and any related advices, in accordance with the terms, quality and specifications as specified in the Agreement.
- **Services:** means the services to be provided by WRT to the Customer, and any related advices, in accordance with the terms, quality and specifications as specified in the Agreement.
- **VAT:** means any Value Added Tax or similar tax, excluding any statutory late payment interest or penalties.

Article 2: General

1. The present General Terms and Conditions of WRT B.V. apply to each and every Offer made by WRT to Customer and to each and every Agreement between WRT and Customer, also in the event that the Activities are performed by third parties acting on behalf of WRT at the Customer’s request.
2. Any deviation from these present General Terms and Conditions can only be authorised in writing by the President and/or Chief Executive Officer of WRT B.V.
3. The applicability of any general terms of the Customer will not be accepted by WRT and is hereby expressly rejected.
4. If one or more stipulations and/or paragraphs in the present General Terms and Conditions is null and void or if voidable stipulations and/or paragraphs are declared null and void or non-binding by an extra-judicial declaration or by a judgment, then the remaining stipulations and/or paragraphs of the present General Terms and Conditions shall remain fully applicable. The Parties shall enter into negotiations, using their best efforts to agree upon new stipulations and/or paragraphs replacing the null and void or non-binding conditions, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

5. In the event of any inconsistency between the Agreement and these General Terms and Conditions, the provisions and definitions of the Agreement shall prevail.

Article 3: Offers

1. Any Offers made by WRT shall be free of obligation until an Agreement with Customer is concluded. An Offer shall be valid for a period of thirty (30) calendar days, unless indicated otherwise. WRT shall only be bound by the terms of an Offer if the acceptance thereof is confirmed in writing by Customer within the Offer's period of validity.
2. The prices given in any Offers shall be exclusive of VAT and other government levies, and are exclusive of shipment costs and possible packaging and administration costs, unless explicitly stated otherwise.
3. If Customer makes any form of qualified acceptance of WRT's Offer, thereby altering its original terms, this shall be deemed to represent a counter-offer to WRT, by which WRT shall not be bound. Unless and to the extent that WRT agrees in writing to accept Customer's counter-offer, WRT's original Offer shall prevail during its period of validity, following which it will expire.
4. A Compound Offer shall not be segmented or fragmented. WRT shall not be obliged to perform only part of a Compound Offer for part of the consideration.
5. Offers that are (also) based on third party offers (such as, but explicitly not limited to costs of engineers, third party subcontractors, laboratories, raw materials, semi-finished Products, freight quotations, stowage charges), or that are subject to price fluctuations, shall always be subject to market availability and pricing at the time of performance of the Agreement, even when this does not explicitly appear in the Offer description.
6. Offers are time and place specific and shall not automatically apply to repeat orders unless specifically agreed in writing by WRT in each separate case.
7. WRT shall be entitled, amongst other things, to pass on price increases to the Customer if costs have increased between the moment the Offer was made and the moment of performance of the Agreement with respect to the costs as described in Article 3.5., exchange rates, salaries and wages, packaging material and any other costs causing a price increase.

Article 4: Performance of the Activities

1. WRT shall fulfil its obligations under the Agreement to the best of its knowledge and ability.
2. WRT has the right to have the Activities, or parts thereof, performed by third parties.
3. Customer shall see to it that WRT is provided in due time with all information that WRT has stated to be necessary, or which Customer must in all reasonableness understand to be necessary, for the efficient fulfilment of WRT's obligations under the Agreement. If WRT has not duly received the information necessary for the efficient fulfilment of its obligations under the Agreement, WRT shall have the right to suspend its further performance of the Agreement and/or to charge Customer for the additional costs resulting from the delay at the generally accepted rates. The obligation to Deliver shall never commence before such information has been made available to WRT by the Customer, also in case of an agreed Delivery period.
4. If it has been agreed that the Agreement shall be performed in instalments, WRT may require Customer to provide a written acceptance of satisfactory Delivery per instalment. WRT shall be entitled to suspend, without penalty, any further instalment Deliveries until it has received a written acceptance of prior Deliveries.
5. If WRT or third parties engaged by WRT perform work within the scope of the Agreement at Customer's site, or at a (third party) site designated by Customer, Customer shall ensure that such parties and their staff are provided with all necessary site access, site authorisations, insurance cover, work permits and appropriate site training and supervision – in particular, but not only, with respect to site health, safety and environmental management systems and practices.

Article 5: Delivery of Products & transfer of risk and ownership

1. Products sold to Customer shall be Delivered ex works/store/warehouse of WRT (as per latest version of the Incoterms) unless Parties have agreed otherwise in writing. In the event of inconsistency between Incoterms and any other provisions of the Agreement, the Agreement shall prevail.
2. Customer shall be held to take delivery of the Product at the moment that WRT Delivers the Product or has it Delivered to Customer or to a carrier on behalf of Customer. WRT shall be deemed to have Delivered the Product once it has been made available to Customer or to a carrier on behalf of Customer.
3. If Customer refuses to take delivery or fails to give the information or instructions necessary to enable the Delivery, WRT shall be entitled to store the Product at Customer's risk and expense.

4. Further to Article 5.3. above, WRT shall be entitled to charge Customer the full amount of any additional costs incurred for services rendered in connection with the Delivery of Products.
5. Recognising the importance of timely Delivery of Products and Services to Customer, WRT shall use its best efforts to Deliver the Product within the proposed time period. However, WRT does not warrant any Delivery timelines, nor can such warrant be implied from the Agreement or otherwise. Under no circumstances shall late Delivery of Products constitute grounds for claims for breach of contract. Notice of any actual or perceived late Delivery should be made by Customer to WRT in writing, in any case within eight (8) working days after receipt of the invoice.
6. In addition to Article 4.4., when WRT delivers Products in instalments, WRT shall be entitled to invoice the Delivery of each instalment separately. For the sake of clarity, in that case article 4.4. of these General Terms and Conditions applies in full and remains unchanged.

Article 6: Inspection, complaints & notifications

1. Customer shall inspect the Product or have it inspected, sampled and/or tested at the moment of Delivery in order to check whether the specifications, quality and the quantity of the delivered Product comply with the terms of the Agreement. If no such inspection is carried out upon Delivery, the Product shall be deemed to have been Delivered in compliance with the Agreement.
2. Customer shall ensure that any disputed Product will immediately be segregated for further inspection. If this is not possible, Customer shall take samples for further inspection.
3. In case of visible defects in the Product, the Customer must notify WRT thereof in writing and in detail with accompanying photographs within three (3) days following Delivery of this Product. In case of non-visible defects in the Product, such notification shall be made by Customer immediately following their detection but no later than eight (8) days after Delivery. In any case WRT must be notified of any non-conformity while WRT can still repair the non-conformity without incurring unreasonable costs (for instance, any complaints must be made before a vessel carrying the Product has sailed so that the engineer can repair the issue at the Delivery location). Notifications received after these notification periods have ended will have no effect. Failure by Customer to respect these notification periods will result in the loss of any right of Customer to claim for any direct or indirect loss or damage of whatsoever nature from WRT. Customer shall not be entitled to make any claim against WRT for lack of conformity.
4. Customer undertakes to record all samples taken and, if not forwarded in accordance with WRT's instructions, to store them (or have them stored) in appropriate places to be designated by WRT. Failure by Customer to respect these sampling instructions will result in

the loss of any right of Customer to claim for direct or indirect any loss or damage of whatsoever nature from WRT. Customer shall not be entitled to make any claim against WRT relating to a lack of conformity.

5. Customer's complaint shall not affect Customer's obligation to effect payment for the Products purchased.
6. In its sole discretion and as its sole obligation WRT is entitled to replace the disputed Product within a reasonable period of time.

Article 7: Changes to the Agreement and/or Activities

1. If Parties mutually agree that the Activities and/or Agreement need(s) to be changed and/or expanded, WRT shall inform Customer as soon as reasonably possible of any estimated impact that such change and/or expansion may have on future Delivery dates.
2. Should such agreed change to and/or expansion of the Activities and/or Agreement have any financial and/or qualitative consequences, WRT shall inform Customer thereof as soon as practicable and before the change to and/or expansion of the Activities is effected.
3. If a fixed rate has been agreed upon, WRT shall indicate the degree to which such change to and/or expansion of the Activities and/or Agreement will result in an increase or decrease of said fixed rate.

Article 8: Payment and interest

1. Unless otherwise agreed by the Parties, payment must be made within fourteen (14) days from the date of issuance of WRT's invoice, in strict adherence to the payment instructions described in the invoice.
2. The Customer may dispute an invoice or part of an invoice in writing within two months after the date of issuance of WRT's invoice, in which case the Customer bears the burden of proving that there is a well-founded reason why (part of) the invoice is disputed.
3. Payment of invoices shall be free of any set-off, counterclaim or deduction. Under no circumstances shall any counter-claim or dispute release Customer from its payment obligations.
4. From the moment the Customer fails to comply with the payment terms as stated on the invoice, the Customer shall be legally in default. In that case, Customer shall owe interest at a rate of 1% per month unless the statutory interest rate of Article 6:119a Dutch Civil Code is higher, in which case the statutory interest rate of Article 6:119a Dutch Civil Code shall apply. The interest on the amount due and payable shall be calculated as from the day Customer is in default until the moment Customer has paid the amount in full.

5. In case of overdue payment, all of the Customer's payment obligations shall become immediately due and payable.
6. WRT's claims against Customer shall immediately become due on demand in the event that Customer applies for a suspension of payment, or is declared bankrupt or dissolved, or if the Customer's assets are legally seized.
7. WRT shall have the sole discretion to apply any payments made by or on behalf of Customer to settle all costs incurred by WRT first, secondly to settle all interest due, and finally to settle any outstanding principal sums. WRT shall have the right - without this leading WRT to be in default - to refuse an offer for payment if Customer designates a different sequence of attribution. WRT shall be entitled to refuse payment in full discharge of the principal sum if such payment does not include all outstanding interest due and a full reimbursement of WRT's costs.
8. Customer shall, upon WRT's demand, provide adequate collateral security in the form required by WRT to cover Customer's financial obligations to WRT. Such collateral security shall be adjusted as and when necessary to fully cover all outstanding financial obligations. To the extent that Customer does not comply with this requirement, WRT shall have the right to suspend the performance of its obligations under the Agreement. If Customer does not fulfil its financial obligations to WRT, WRT shall have the right to draw under the collateral security.
9. Without prejudice to any other rights due to non-payment of any sums outstanding on the due date, WRT shall have the right to postpone or cease deliveries to the Customer in case of non-payment.

Article 9: (Extra-)judicial costs

1. If, in case of overdue payment, WRT needs to take action to collect the principal amount due, the amount of WRT's claim against Customer shall be increased with all extra-judicial costs, in addition to all interest and penalties already due and without prejudice to any judicial penalties that may be awarded in favour of WRT at a later date.
2. In deviation of Article 6:96 paragraph 4 of the Dutch Civil Code, the amount of extra-judicial costs shall be set at a minimum of 10% of the principal amount due, in any case at a minimum of EUR 250,-, unless the actual extra-judicial costs are higher, in which case the higher amount is due.

Article 10: Retention of title (“Eigendomsvoorbehoud”)

1. WRT retains legal and beneficial title to the Product until payment in full of all monies owing from the Customer to WRT (whether or not in relation to the same invoice/Contract) are received through WRT's bank account. If, within the framework of the Agreement(s), WRT has carried out Activities in favour of Customer to be compensated by Customer, the retention of title stipulated in this Article shall apply until such time that Customer has fully discharged its obligations to settle all invoices, claims, outstanding interest and collection costs incurred by WRT.
2. If WRT is unable to rely on its retention of title because the Product has been processed or mixed with one or more other products by or on the instruction of the Customer, Customer shall, upon WRT's first request, instantly cooperate in the establishment of a non-possessory pledge (“Bezitloos Pandrecht”) on the newly-created products.
3. In respect of claims against Customer other than those mentioned above under Article 10.1., Customer shall, upon WRT's first request, instantly cooperate in the establishment of a non-possessory pledge (“Bezitloos Pandrecht”) on all Products WRT has delivered to Customer.
4. If WRT has one or more claims against Customer other than those claims mentioned in Article 10.1., any payment received from Customer shall first be applied to settle those other claims.
5. Customer shall not be authorised to pledge or in any way encumber the Products falling under the retention of title to a party other than WRT or a third party designated by WRT.
6. In case third parties seize Products delivered to Customer by WRT that are subject to WRT'S retention of title or wish to establish or assert proprietary rights to these Products, Customer shall inform WRT thereof as soon as can reasonably be expected.
7. Customer is obliged to mark Delivered Products as “*property of/pledged to WRT*” while they are under retention of title or non-possessory pledge.
8. If the Customer fails to meet its obligations under the Agreement or if WRT has good reason to fear that Customer will fail to meet its obligations, WRT is entitled, without prejudice to its other rights, to take back the Products that WRT delivered under retention of title. Customer shall grant WRT, or third parties appointed by WRT, unconditional and irrevocable permission to access all sites and locations where WRT's property might be found and to take its Products back.
9. If the country of destination of the Products provides more far-reaching forms of retention of title with regard to the Products delivered than this Article 10, Parties herewith agree that these forms shall also apply for WRT's benefit, on the understanding that when it is not possible to determine which far-reaching rules are concerned, the existing provisions shall remain in force.

Article 11: Samples & models

Shown or supplied samples or models are only indications of the Products, may vary and do not bind WRT, unless Parties explicitly agree that the Product to be Delivered shall have identical quality and specifications.

Article 12: Product specification

1. WRT warrants that the Products Delivered fall within the agreed specifications and are free of defects. The warranty shall only apply to Products that have not become irreversibly mixed or fused with other products.
2. WRT explicitly does not give any warranty on results of goods or products belonging to the Customer or a third Party that have been subjected to treatment (injection, doping, mixing and/or fusion) by or with Products (whether or not delivered by WRT), regardless of whether such treatment was carried out by WRT or pursuant to WRT's instructions and/or advice.
3. The warranty mentioned under Article 12.1. shall be valid for a period of three (3) months following Delivery, unless it concerns a Product for which a "best before date" has been established and the "best before date" expires earlier than three (3) months following Delivery. In such cases, the warranty only applies until the "best before date".
4. If the Delivered Products do not meet the agreed specifications and/or quality and/or are not free of defects, WRT's remedy to Customer shall be limited to a right to receive timely replacement of Products that conform to the agreed specifications and are fit for purpose.
5. In any case the warranty mentioned under Article 12.1. shall not apply if:
 - Customer has not timely provided WRT with all information required and requested by WRT to be able to Deliver conforming Products;
 - the information provided by Customer was unclear, incorrect or incomplete;
 - Customer determined the composition of the Products as such;
 - the defect originated as a result of government regulations regarding the nature, quality and/or composition of the Products;
 - the defect occurred as a result of injudicious or improper use, or because Customer or third parties made changes – or tried to make changes – to the Product without WRT's written consent, or because Customer or third parties used the Product for purposes for which they were not intended. Products sold by WRT are intended to be used exclusively by Customer on the terms as indicated by WRT;
6. Any liability of WRT's for loss and/or damage of whatsoever nature, whether direct or indirect - the latter including but not limited to consequential damage, demurrage, loss of profit, lost savings, loss and damage due to business interruption -, incurred by Customer due to WRT's

breach of the warranty set out in Article 12.1., is governed by the liability regime laid down in Article 15 of these General Terms & Conditions (“Liability and indemnity”).

Article 13: Suspension & dissolution

1. WRT shall have the right to fully or partially suspend its performance of the Agreement and/or to dissolve the Agreement (have the Agreement dissolved) without the intervention of a Court, without notice of default and without incurring any liability whatsoever, without prejudice to any rights and liabilities WRT has accrued up to the date of dissolution or termination, if:
 - Customer does not (fully) fulfil its obligations as set out in the Agreement;
 - after the Agreement has been concluded, WRT learns of circumstances giving good ground to fear that Customer will not (fully) fulfil its obligations;
 - WRT finds itself in a situation as a result of which performance of its obligations cannot reasonably be required from it;
 - Customer files a request for the suspension of payments, if such suspension of payments is granted, if a petition for bankruptcy of Customer is submitted or if Customer is declared bankrupt;
 - an actual or prospective change in the organization, control or management of the Customer has taken place or is expected to take place;
 - Customer does not provide adequate collateral security as per Article 8.8., or in case Customer withdraws the collateral security as provided.
2. WRT shall furthermore have the right to dissolve the Agreement (have the Agreement dissolved) prematurely, without intervention of a Court, if:
 - Customer is late on a payment or is, in some other way, imputably in default with regard to the fulfilment of its obligations, including obligations under previous Contracts;
 - circumstances arise that are of such a nature that fulfilment of the obligations becomes impossible or can no longer be required in accordance with the standards of reasonableness and fairness.
3. In the event that WRT dissolves the Agreement, the dissolution will have immediate effect.
4. If the Agreement is dissolved, WRT shall immediately be entitled to reclaim any Products in the Customer’s possession or control, which were supplied by or on behalf of WRT, and dispose of them for WRT’s own benefit as it deems fit.
5. If the Agreement is dissolved, WRT’s outstanding claims against Customer shall become immediately due and payable. If WRT suspends fulfilment of its obligations, this shall be without prejudice to WRT’s rights under the law and the Agreement.

Article 14: Return of goods and resources put at the Customer's disposal

1. If WRT has put goods or other resources at Customer's disposal during and in connection with the performance of the Agreement, Customer shall be held to return the delivered goods and resources within fourteen (14) days after termination of the Agreement, in their original state, free from defects and in their entirety. If Customer fails to fulfil this obligation, all resulting costs shall be owed to WRT by the Customer.
2. If, for any reason whatsoever, Customer remains in default to fulfil the obligation mentioned under Article 14.1., even after having received a written notice thereto, WRT shall further be entitled to recover the resulting damage and costs, including replacement costs, from Customer.

Article 15: Liability & indemnity

Notwithstanding any other provisions of these General Terms and Conditions, it is the express intent of both WRT and Customer that the following liability and indemnity provisions apply:

1. Under all circumstances, WRT's liability to Customer and/or to any of Customer's employees, agents, contractors, subcontractors and service providers, for direct loss or damage shall be limited to the amount stated on the invoice for the Products and/or Services and/or advice in question, and shall always, in any case, be limited to a maximum amount of €20,000.00 (in words: Euro twenty thousand) per incident or series of incidents with the same cause or the amount of insurance coverage paid out by WRT's insurers, whichever amount is the lowest.
2. WRT shall never be liable to Customer, nor to any of Customer's employees, agents, contractors, subcontractors and service providers, for any indirect loss or damage of whatsoever nature, including but not limited to consequential damage, demurrage, loss of profit, lost savings, loss and damage due to business interruption.
3. WRT shall never be liable for risks that the Customer could have insured.
4. The limitation of liability and exclusion of liability set out under Article 15.1., 15.2. and 15.3. above shall always apply, except in the event that Customer proves that the loss or damage resulted from (a) intentional misconduct ("opzet") on the part of WRT ("het bedrijf") and/or its management ("bedrijfsleiding") or (b) deliberate recklessness ("bewuste roekeloosheid") on the part of WRT ("het bedrijf") and/or its management ("bedrijfsleiding") .
5. Customer shall defend, indemnify and hold harmless WRT from any and all third party claims injuries, damages, losses or causes of action, including reasonable attorneys' fees, arising out of or in connection with WRT's performance of the Agreement or Activities and/or in

connection with delivered Products and/or Services (including but not limited to treatment of goods or products with Products) and advice rendered by or on behalf of WRT.

Article 16: Sanctions, exposure and indemnity

1. Customer warrants that neither the transportation of the Products as arranged by Customer nor the Delivery of the Products by or on behalf of Customer to third parties will expose WRT to any sanction, prohibition or penalty (or any risk thereof) whatsoever, imposed by any state, country, international governmental organization or other relevant authority (collectively: "Sanctions") for any reason whatsoever, including but not limited to Sanctions imposed with regard to constituents of the Products, any insurance of the Products taken out by the Customer or any other person with an interest in the Products, the destination of the Products, the intended consignee, purchaser or end user of the Products
2. Customer shall release, defend, indemnify and hold harmless WRT from and against all loss, damage, fines and expenses, including but not limited to WRT's exposure to any and all Sanctions arising or resulting from any non-declaration or illegal, inaccurate and/or inadequate declaration in respect of the Products by or on behalf of the Customer or due to any other cause in connection with the Products for which the Customer is responsible.
3. If it appears, in WRT's reasonable judgment, that the transportation of the Products or the Delivery of the Products by or on behalf of Customer to any third party could expose WRT or its employees, servants, agents, contractors, subcontractors and/or service providers and/or any other third parties engaged by WRT to any Sanctions or any risk of Sanctions, then WRT may refuse to deliver the Products to Customer, without incurring any liability whatsoever.

Article 17: Force majeure

1. WRT shall not be liable – for damages or otherwise – for any delay in performing or failure to perform its obligations other than an obligation to make payment, where such failure or delay is caused by force majeure, being a circumstance reasonably beyond the control of the party, which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
2. In addition to and notwithstanding the provisions of the law and case law in this respect, force majeure on WRT's part shall in the present General Terms and Conditions furthermore be understood to mean any external circumstance, regardless of whether this is or was foreseeable at the time the Agreement was concluded, on which WRT cannot exert any influence, but that prevents WRT from fulfilling its obligations, including, but not limited to:
 - a. fire,

- b. explosion,
 - c. theft,
 - d. strikes or lockouts,
 - e. pandemic,
 - f. a general lack of or malfunction of raw materials, utilities and other resources or Services,
 - g. unexpected Lead time delays or disruptions at suppliers or other third parties on whom WRT depends or general transport problems,
 - h. laws, rules and regulations, unforeseen government measures – in any case including import and export obstructions and measures or obstructions pertaining to a pandemic,
 - i. extreme weather conditions or natural disasters, nuclear or natural catastrophes or acts of God,
 - j. war, threat of war or terrorism, civil or military disturbances
3. WRT shall also be entitled to invoke force majeure if the circumstance resulting in the inability to (further) fulfil its obligations commences or arises after the point in time on which WRT should have fulfilled its obligations.
 4. Throughout the duration of the circumstances of force majeure, both Parties shall be entitled to suspend the performance of their obligations. If this period lasts in excess of two (2) months, either of the Parties shall be entitled to fully or partially terminate or dissolve the Agreement without any obligation to pay any form of loss or damages to the other Party.
 5. In the event of force majeure, WRT shall allocate its available Products and Services among any or all of its existing customers in a fair and equitable manner, which allocation is at WRT's sole discretion.
 6. Insofar as WRT already partially fulfilled its obligations under the Agreement at the moment the circumstance of Force Majeure commenced or arose, WRT shall be entitled to invoice the Customer for the Products delivered and/or Services provided and/or advices rendered. Customer shall be held to pay this invoice as if it were a separate Agreement.
 7. In case of unforeseen circumstances that are of such nature that, according to standards of reasonableness and fairness, Customer cannot expect the Agreement to be maintained unchanged, WRT shall have the right to alter the prices and Activities and/or to fully or partially terminate or dissolve the Agreement with Customer without judicial intervention and without being obliged to pay compensation for any loss or damage of whatsoever nature.

Article 18: Intellectual property & copyrights

1. Without prejudice to the other stipulations of the present General Terms and Conditions, WRT shall reserve the rights, remedies and privileges to which WRT is entitled under the Netherlands Copyright Act (“Auteurswet”).
2. Customer shall not be allowed to introduce changes to the Products and/or material and/or resources provided, unless the nature of the delivered Products and/or material and/or resources dictate otherwise or if otherwise agreed in writing.
3. Any and all designs, sketches, drawings, films, software and other material or (electronic) files produced by WRT within the framework of the Agreement shall remain WRT’s property, irrespective whether they have been handed over to Customer or to third parties, unless otherwise agreed upon in writing.
4. Any and all documents, such as designs, sketches, drawings, films, software, (electronic) files, etc. provided by WRT are to be used by Customer exclusively and may not be reproduced, made public or brought to the notice of third parties by Customer without WRT’s explicit prior written consent, unless the nature of the documents provided dictates otherwise.
5. WRT shall reserve the right to use the knowledge gained through the performance of the Agreement for other purposes, to the extent that no confidential information shall be brought to the notice of third parties when doing so.
6. Customer shall defend, indemnify and hold harmless WRT against any and all claims filed by third parties concerning alleged or actual breach of intellectual property rights on material or data provided by Customer to be used for and during the performance of the Agreement.
7. If Customer provides WRT with information carriers, electronic files or software etc., the former warrants that said information carriers, electronic files or software are free of viruses and defects.

Article 19: Confidentiality

1. Each Party shall treat professional information and experience gained from the other Party as strictly confidential. Parties shall use their best efforts to ensure that data of the other Party will not be accessible to third parties. Upon the termination of the Agreement, each Party shall return all documentation received from the other as soon as reasonably possible. Each Party shall impose an obligation to maintain confidentiality upon its employees and upon any other third parties engaged in the performance of the obligations under this Agreement. This provision shall survive the termination of the Agreement.
2. Article 19.1 shall not apply to information:
 - acquired from a third party with the right to divulge the same;

- required to be disclosed by judicial or administrative process or by other requirements of law or any binding judgement or order;
 - reasonably required to be disclosed in confidence to the professional advisers of either Party for use in connection with the transactions and matters contemplated by this Agreement or related thereto;
 - which is or becomes of public knowledge (otherwise than through default of the disclosing Party concerned).
3. If a statutory provision or a judicial decision compels WRT to convey confidential information to third parties designated by law or by the Court and WRT cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent Court, WRT shall not be held to pay damages and the opposite Party shall not be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

Article 20: Non-employment of the opposite Party's staff

Throughout the duration of the Agreement and for one year following termination thereof, Customer shall not in any way hire or employ, be it directly or indirectly, staff of WRT's or of enterprises whom WRT has engaged to perform the present Agreement and who are (were) involved in the performance of this Agreement, without prior proper business-like consultation on this matter, all this in accordance with the standards of reasonableness and fairness.

Article 21: Prescription

1. Any claims of Customer by virtue of the Agreement which are related to and/or result from this Agreement will lapse and shall become void by prescription by the mere lapse of twelve (12) months unless the Customer brought this claim, in accordance with Article 23, before the competent Court within these twelve (12) months.
2. The prescription period of twelve (12) months will commence on the day after the day on which the Product and/or Services and/or advice were delivered/rendered, should have been delivered/rendered or, in the absence thereof, on the day after the day on which the claim became due and payable.

Article 22: Third Party-clause

The provisions contained herein regarding exclusion and limitation of liability as well as regarding WRT's indemnity and termination/prescription of the right of action shall also apply to and on behalf of WRT's employees and to and on behalf of any third parties engaged by WRT, including but not limited to agents, contractors, subcontractors and or service providers and their respective employees.

Article 23: Disputes

1. Any and all disputes between WRT and Customer will be settled exclusively by the competent Court in Amsterdam, the Netherlands, to the exclusion of any other Court. However, WRT remains entitled to submit the dispute to any other Court that would have been competent pursuant to the rules of law.
2. Parties shall only refer the matter to the Court if they have done their utmost to solve the dispute in mutual consultations. Parties shall immediately notify the other Party, in writing, of any dispute, controversy or claim arising out of or in connection with the Agreement, including the validity, breach, amendment or termination thereof. Parties shall meet and endeavour to resolve the dispute between them within thirty (30) days after such notice.

Article 24: Applicable law

1. Insofar as no legal provisions of an objectively applicable law mandatorily apply, any Agreement and legal relation between WRT and Customer will be governed by the law of the Netherlands to the exclusion of any other law.
2. The United Nations Convention on Contracts for the International Sale of Goods (1980 - Vienna Sales Convention) (CISG) shall not apply to the Agreement and is explicitly excluded.

Article 25: Interpretation of the General Terms and Conditions

1. In case of disputes with regard to the interpretation, validity and performance of these General Terms and Conditions, the English text prevails at all time.
2. Legal concepts are defined as they are in the Dutch legal system.
3. The version of the General Terms and Conditions valid at the time the Agreement was concluded shall apply.