

General delivery terms and conditions

Bincx B.V.

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Article 1. Definitions

In these general delivery terms and conditions, the following terms shall have the following meanings:

1. Bincx B.V.: defined in Article 2 of these general delivery terms and conditions;
2. Client: the party with whom Bincx B.V. has entered into an Agreement;
3. Agreement: any agreement between Bincx B.V. and the Client;
4. In Writing / Written(s): by e-mail or by post;
5. Third party(ies): other natural or legal persons who are not part of the Agreement.
6. Work: The object that Bincx B.V. has manufactured and/or has had manufactured under the Agreement.

Article 2. Identity of Bincx B.V.

Company name: Bincx B.V.

Street name and number: De Bonkelaar 7

Zip code and place of business: 3774 SB Kootwijkerbroek

Phone number: 0342 44 44 40

Chamber of Commerce number: 08095218

Article 3. General provisions

1. These general delivery terms and conditions shall apply to all offers and all (legal) acts of Bincx B.V. and to all Agreements concluded between Bincx B.V. and the Client.
2. If the Agreement is concluded electronically, contrary to the previous paragraph and before the Agreement is concluded, the text of these general delivery terms and conditions may be made available to the Client electronically in such a way that it can be easily stored by the Client on a durable data carrier. If this is not reasonably possible, before the Agreement is concluded it will be stated where the general delivery terms and conditions can be viewed electronically and that at the request of the Client they will be sent electronically or otherwise free of charge.
3. Unless expressly agreed otherwise In Writing, the applicability of other (general) terms and conditions is excluded.
4. Deviations from or additions to these general delivery terms and conditions shall only be valid if they have been expressly agreed In Writing.
5. If Bincx B.V. does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply or that Bincx B.V. would lose the right to require strict compliance with the provisions of these terms and conditions in other cases.
6. If and insofar as no appeal can be made to any provision of these general delivery terms and conditions on the grounds of reasonableness and fairness, unreasonably onerous nature, nullity or voidability, the provision in question will in any case be accorded a meaning corresponding as closely as possible to its content and purport, so that an appeal can be made to it. The UAV 2012 will also be used for this purpose.
7. Bincx B.V. has the right to engage Third Parties for the execution of the Agreement.
8. The effect of article 7:404 and/or 7:407 section 2 of the Dutch Civil Code is/are excluded if the Client acts in the course of a profession or business.

Article 4. The offer

1. If an offer has a limited validity period or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer contains a description of the offered Works and services. The description is sufficiently detailed to enable the Client to assess the offer properly. Obvious mistakes or obvious errors concerning, for example, the amounts indicated are not binding on Bincx B.V.
3. Drawings, technical descriptions, designs and calculations made by or on behalf of Bincx B.V. remain the property of Bincx B.V. These documents may not be handed over or shown to Third Parties with the intention of obtaining a comparable quotation. Nor may they be copied or reproduced in any other way. If no order is placed these documents must be returned to Bincx B.V. within 14 (fourteen) days of a request to that effect and at the expense of the Client.

Article 5. The Agreement

1. The Agreement is concluded at the moment of acceptance by the Client of the offer and the fulfillment of the conditions thereby stipulated.
2. Bincx B.V. accepts the Agreement subject to the condition that the permits, exemptions and allocations required for the order have been granted to the Client.
3. If the permits, exemptions and allocations required with and/or for the Agreement are not granted to the Client as referred to in paragraph 1, Bincx B.V. will be entitled to terminate the Agreement. The Client will reimburse Bincx B.V. in full for the costs incurred by Bincx B.V. up to that time, any future costs and expenses and any other costs arising from agreements made by Bincx B.V. with Third Parties and/or Suppliers for the execution of the Agreement between the Parties.
4. If an Agreement is entered into with two or more Other Parties they will be jointly and severally liable and Bincx B.V. will be entitled to fulfillment of the Agreement in its entirety vis-à-vis each of them.
5. Bincx B.V. reserves the right not to execute an Agreement, for instance if it has reasonable doubt or information that the Client will not (be able to) meet its (financial) obligations. If Bincx B.V. refuses to do so, it will inform the Client of this refusal In Writing within a reasonable period of time after entering into the Agreement.
6. These general delivery terms and conditions will also apply to future, additional and/or follow-up assignments.
7. The Client's right of suspension and right of setoff are excluded
8. If the Client has accepted the offer electronically, Bincx B.V. will immediately confirm receipt of acceptance of the offer electronically.

Article 6. Delivery

1. The Work will be considered delivered when Bincx B.V. has notified the Client that the Work is ready for delivery and the Client has accepted the Work. On the occasion of the delivery a delivery report will be drawn up, to be signed by both parties. Any shortcoming detected by the Client which is not acknowledged by Bincx B.V. will be stated as such in the delivery report.

2. If Bincx B.V. has notified the Client that the Work is ready for delivery and the Client does not respond within 8 (eight) days whether or not it accepts the Work, the Work will be considered delivered.
3. If the Client rejects the Work, it must do so In Writing or electronically, stating the defects that form the reason for the rejection. Small defects will not be a reason for rejection, provided that they do not impede any commissioning.
4. If the Client puts the Work into use, the Work will be deemed to have been delivered.
5. If the parties establish that, in view of the nature or scope of the shortcomings, completion cannot reasonably be considered to have taken place, Bincx B.V. will, after consultation with the Client, set a new date on which the Work will be ready for completion.
6. After the day on which the Work is considered as delivered, the Work will be at the risk of the Client.
7. Any shortcomings recognized by Bincx B.V. will be corrected as soon as possible.

Article 7. Implementation time, postponement of delivery and exclusion of compensation

1. If the term within which the Work is to be completed is expressed in working days, then working day is understood to be a calendar day, unless it falls on a day of rest, public holiday, vacation or other non-individual day off as recognized generally or locally by the Work or prescribed by or pursuant to a collective bargaining agreement. Working days or half working days are considered to be unworkable if, due to circumstances for which Bincx B.V. is not responsible, the majority of the workers or machines cannot work for at least five hours or at least two hours.
2. Bincx B.V. is entitled to extend the term within which the Work will be completed if Bincx B.V. cannot be expected to complete the Work within the agreed term as a result of force majeure, circumstances for which the Client is responsible, or as a result of additional work.
3. If the agreed delivery period and/or construction period is exceeded, then Bincx B.V. will not owe Client any compensation.
4. If the commencement or progress of the Work is delayed by factors for which the Client is responsible, the Client must compensate Bincx B.V. fully for any damage and costs arising as a result.

Article 8. Obligations

Obligations of Bincx B.V. are:

1. Bincx B.V. is obliged to execute the order properly and in accordance with the provisions of the Agreement. Bincx B.V. must carry out the Work in such a way that damage to persons, goods or the environment is limited as much as possible. Bincx B.V. is also obliged to follow any orders and instructions given by or on behalf of the Client.
2. Bincx B.V. undertakes to point out to the Client demonstrable shortcomings in the prescribed constructions and working methods and in orders or instructions given by or on behalf of the Client as well as demonstrable defects in building materials or

resources made available or prescribed by the Client insofar as Bincx B.V. was aware of them or ought reasonably to have been aware of them.

3. Bincx B.V. is deemed to be familiar with the statutory regulations and governmental decrees relevant to the execution of the Work, insofar as they are in force on the date of the offer. The consequences of compliance with these regulations and decisions shall be for the account of the Client.

Obligations of the Client:

4. The Client is obliged to have the required permits, exemptions and allocations before the execution of the Contract commences. If there is a delay in commencement or progress because the Client breaches this or any other obligation, the Client will be liable for the loss. Bincx B.V. has no obligation to investigate the existence and presence of the aforementioned documents.
5. The Client is obliged to give Bincx B.V. the opportunity to execute the Agreement under normal circumstances.
6. Unless otherwise agreed, the Client will ensure that Bincx B.V. is able to dispose on time of:
 - a. the data and approvals (such as public and private consents, permits and exemptions) required for the set-up of the Work, in consultation with Bincx B.V. if necessary;
 - b. about the building, terrain or water in or on which the Work is to be executed;
 - c. sufficient facilities for the supply, storage and/or removal of building materials and auxiliaries;
 - d. connections for electrical machines, lighting, heating, gas, compressed air and water.
7. The electricity, gas and water required will be for the account of the Client, unless otherwise agreed In Writing.
8. The Client is not permitted to carry out any work on the Work itself and/or Third Parties before the Work is deemed to have been completed. This is subject to the permission of Bincx B.V.

Article 9. Dissolution and default

1. If the Client fails to fulfill one or more of its obligations or fails to do so properly or in good time, is declared bankrupt, applies for a (provisional) moratorium and/or a moratorium, proceeds to liquidate its business or if its assets are seized in whole or in part, Bincx B.V. has the right to suspend the has the right to suspend the execution of the Agreement or to terminate and/or dissolve the Agreement in whole or in part by a Written declaration by operation of law and without prior notice of default, all this at its own discretion and always without prejudice to any of its rights to compensation for costs, damages and interest.
2. If the Agreement is terminated on the grounds of force majeure, Bincx B.V. is entitled to payment for the hours already worked or the investments and costs already made at the time of the termination of the Agreement.
3. If Bincx B.V. fails to meet its obligations with regard to the commencement or continuation of the Agreement and the Client wishes to give it notice in this respect,

the Client will give it Written or electronic notice to commence or continue the performance of the Agreement as soon as possible.

Article 10. Suspension, termination of the Agreement in an unfinished state

1. Provisions that Bincx B.V. must make as a result of a suspension, and damages that Bincx B.V. suffers as a result of the suspension, shall be reimbursed to Bincx B.V. by the Client.
2. If during the suspension damage occurs to the Work, it will not be for the account of Bincx B.V., provided that it has previously informed the Client In Writing or electronically of this consequence of the suspension.
3. If the suspension lasts longer than 14 (fourteen) days, Bincx B.V. may also demand that it be paid a proportionate amount for the part of the Agreement that has been executed. Account will be taken here of building materials supplied to the Work and not yet processed but which Bincx B.V. has already paid for.
4. If the suspension of the Agreement lasts longer than one month, Bincx B.V. is entitled to terminate the Agreement in its unfinished state. In this case payment must be made in accordance with the costs already incurred, investments made and hours worked by Bincx B.V.

Article 11. Liability

1. Bincx B.V. is not liable for indirect and direct damage. Not excluded is Bincx B.V.'s liability for damage resulting from intentional or deliberate recklessness on the part of Bincx B.V.
2. If Bincx B.V. is liable for direct damage the total liability of Bincx B.V. will never exceed the amount paid out by Bincx B.V.'s liability insurance.
3. If the liability insurance does not pay out anything, the amount of compensation will in any case be limited to a maximum of the fee (excluding VAT) stipulated in the Agreement.
4. Direct damage is understood to mean:
 - a. Reasonable costs which the Client would have to incur to make the performance of Bincx B.V. conform to the Agreement; however, this alternative damage will not be compensated if the Agreement is dissolved by or at the suit of the Client;
 - b. Reasonable costs incurred in determining the cause and extent of the damage insofar as the determination relates to damage within the meaning of these terms and conditions;
 - c. reasonable costs incurred to prevent or limit the damage insofar as the Client demonstrates that these costs have resulted in limiting the damage within the meaning of these terms and conditions.
5. The Client indemnifies Bincx B.V. against any claims from Third Parties who suffer damage in connection with the performance of the Agreement.
6. A condition for the existence of any right to compensation is always that the Client reports the loss to Bincx B.V. In Writing as soon as possible after it occurs. Any claim for compensation against Bincx B.V. will lapse after a period of 12 (twelve) months from the moment the claim arose.

7. Bincx B.V. is not liable for damage inflicted by auxiliary persons as meant in article 6:76 of the Dutch Civil Code.
8. Bincx B.V. is not liable for damages of any kind whatsoever resulting from the fact that Bincx B.V. has relied on incorrect and/or incomplete data supplied by the Client or if the Client supplies the requested data too late.
9. If, after the Agreement has been concluded, the building site proves to be contaminated or the building materials coming from the Work prove to be contaminated, the Client will be liable for the consequences arising from this for the performance of the Agreement.
10. The Client is responsible for the constructions and working methods prescribed by it or on its behalf, including the effect that the state of the ground has on them, and for any orders and instructions given by it or on its behalf.
11. If building materials or resources made available by the Client or prescribed by him are unsuitable or deficient then the consequences of this will be for the account of the Client. Bincx B.V. has no obligation to investigate, only a duty to warn regarding the unsuitability or defectiveness of building materials or auxiliary materials made available by the Client.
12. The Client is liable for damage to the Work and the damage and delay suffered by Bincx B.V. as a result of work carried out or deliveries made by the Client or on its instructions by Third Parties.
13. After completion, Bincx B.V. will no longer be liable for shortcomings in the Work, except if the Work or any part thereof contains a defect through the fault of Bincx B.V., its supplier, its subcontractor or its personnel which the Client could not reasonably have recognized earlier and Bincx B.V. has been notified of that defect within a reasonable period of time after its discovery.
14. The following exceptions apply to the exoneration on behalf of Bincx B.V. in paragraph 13:
 - a. A defect that is discovered during the maintenance period and that the Client could not reasonably have recognized at the time of delivery, unless Bincx B.V. makes it plausible that the defect is attributable to a circumstance that can be attributed to the Client with a high degree of probability.
 - b. A defect that is discovered after the expiry of the maintenance period and that the Client could not reasonably have recognized at the time of delivery and for which the Client can make a plausible case that the defect is due with a high degree of probability to a circumstance that can be attributed to Bincx B.V.
15. A legal claim on account of the defect referred to in paragraph 14(a) will not be admissible if it is made after two years have elapsed since the maintenance period expired.
16. The action by virtue of the defect referred to in paragraph 14(b) shall not be admissible if it is brought after the expiry of five years from the date of expiry of the maintenance period. However, if the deficiency referred to in paragraph 14(b) is to be considered as a serious deficiency, the action shall not be admissible if it is brought after the expiry of ten years from the date of expiry of the maintenance period. A defect is only to be considered a serious defect if the work has wholly or partially collapsed or is in danger of collapsing, or has become unfit or is in danger of

becoming unfit for the purpose for which it is intended according to the Agreement, and this can only be remedied or prevented by taking very expensive measures.

Article 12. Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code a failure of Bincx B.V. to fulfill any obligation towards the Client cannot be attributed to Bincx B.V. in the event of a circumstance beyond the control of Bincx B.V. as a result of which the fulfillment of its obligations towards the Client is wholly or partially impeded or as a result of which the fulfillment of its obligations cannot reasonably be required from Bincx B.V. Such circumstances include non-performance by suppliers or other Third Parties, power and internet failures, hacks, traffic jams, weather conditions, government measures, fire hazard, (imminent) danger of war, disability and/or illness of Bincx B.V. personnel and equipment failure.
2. If a situation as referred to in paragraph 1 of this Article occurs as a result of which Bincx B.V. cannot fulfill its obligations towards the Client, then these obligations will be suspended for as long as Bincx B.V. cannot fulfill its obligations. If the situation referred to in the previous sentence has lasted 60 (sixty) calendar days, both Parties will be entitled to dissolve the Agreement In Writing in whole or in part. In this case Bincx B.V. will not be obliged to compensate any damage, not even if Bincx B.V. gains any advantage as a result of the force majeure situation.

Article 13. Warranty

1. Bincx B.V. guarantees that the Works comply with the Agreement, with the specifications stated in the offer, with the reasonable requirements of soundness and/or usability and with the existing statutory provisions and/or government regulations on the date of the conclusion of the Agreement.
2. The warranty does not apply if:
 - a. The Client has installed, repaired and/or modified the delivered Work itself or has had it installed, repaired and/or modified by Third Parties;
 - b. the delivered Work has been exposed to abnormal conditions or has otherwise been handled carelessly or contrary to the instructions of Bincx B.V. and/or on the packaging
 - c. the Client itself supplies or prescribes materials, raw materials and/or personnel;
 - d. The inadequacy is wholly or partially the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

Article 14. Prices, payment and invoicing

1. Insofar as not otherwise provided for in the Agreement or supplementary conditions, the amounts owed by the Client must be paid within 14 (fourteen) days of the invoice date.
2. If payment in installments has been agreed, Bincx B.V. will send the corresponding installment invoice to the Client on or after the expiry of a payment term. The turnover tax owed by the Client to Bincx B.V. shall be stated separately.

3. The Client has the obligation to immediately report any inaccuracies in payment data provided or stated to Bincx B.V.
4. A compound quotation does not oblige Bincx B.V. to perform a part of the assignment at a corresponding part of the quoted amount.
5. Discounts and quoted amounts do not automatically apply to future orders.
6. Expenditures to be charged to provisional sums will be calculated on the basis of the prices charged to Bincx B.V. or the costs incurred by it, plus a contractor's fee of 10%.
7. If an item on the provisional budget relates solely to the purchase of building materials, the costs of processing these will be included in the contract price and will not be set off separately. However, these costs will be charged to the provisional sum, against which the purchase of these building materials will be charged, insofar as they are higher than those which Bincx B.V. should reasonably have taken into account due to the interpretation given to the provisional sum.
8. If the Client does not timely comply with its payment obligation(s), Bincx B.V. will point out the late payment and grant the Client a period of 7 (seven) days to still comply with its payment obligations. If payment is not made within this seven-day period, the Client will be in default and will therefore owe the legal interest on the outstanding amount. In addition, Bincx B.V. is entitled to charge extrajudicial collection costs incurred by it.
9. In the event of (a reasonable prospect of) bankruptcy, liquidation or suspension of payment or a debt restructuring within the framework of the WSNP, the claims of Bincx B.V. against the Client and the obligations of the Client towards Bincx B.V. will be immediately due and payable.
10. Payments made by the Client shall first be applied to settle all interest and costs owed, and secondly to settle invoices which have been outstanding the longest, even if the Client indicates that the payment relates to a later invoice.

Article 15. Cost-increasing circumstances

1. Cost-increasing circumstances are circumstances:
 - a. which are of such a nature that, when the Agreement was concluded, the chance that they would occur did not have to be taken into account;
 - b. which cannot be attributed to Bincx B.V.; and
 - c. which increases the costs of the Agreement.
2. Cost-increasing circumstances will entitle Bincx B.V. to entire compensation for the consequences thereof.
3. If Bincx B.V. is of the opinion that cost-increasing circumstances have occurred it will notify the Client as soon as possible In Writing or electronically. Parties will then consult at short notice on the question of whether cost-increasing circumstances have arisen and if so, to what extent the cost increase will be compensated in accordance with reasonableness and fairness.

Article 16. Complaints

1. The Client may no longer invoke a defect in the performance if it has not protested to Bincx B.V. about the defect within 2 (two) months after it has discovered or reasonably should have discovered it. In case of a visible defect at the time of delivery a period of 48 (forty-eight) hours applies.

2. The Client must give Bincx B.V. at least 4 (four) weeks time to resolve the complaint in mutual consultation.
3. If a complaint is not reported to Bincx B.V. within the periods specified in the preceding paragraphs, the Work will be deemed to comply with the Agreement and to function in accordance with the Agreement.
4. Complaints will not suspend the Client's payment obligation if the Client acts in the course of a profession or business.rijf.

Article 17. Transfer

1. Rights and obligations of the Client under this Agreement cannot be transferred without the prior Written consent of Bincx B.V. This provision shall be deemed to be a clause having effect under the law of property, as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

Article 18. Retention of title

1. De The ownership of all goods sold and delivered by Bincx B.V. to the Contracting Party will remain with Bincx B.V:
 - a. as long as the Client has not paid any claims arising from the Agreement or previous or subsequent similar Agreements;
 - b. for as long as the Contracting Party has not paid the work performed or to be performed under these or similar Agreements;
 - c. and for as long as the Client has not paid the claims of Bincx B.V. for failure in the fulfillment of such obligations, including claims in respect of penalties, interest and costs, all this as referred to in Article 3:92 of the Dutch Civil Code.
2. The Client is not authorized to pledge or otherwise encumber or in any way encumber with limited rights the goods falling under the retention of title.
3. When exercising the retention of title Bincx B.V. will be entitled to unhindered access to the Work. The Client shall lend Bincx B.V. all cooperation in order to give Bincx B.V. the opportunity to exercise its retention of title by taking back the Work, including any dismantling required for that purpose. The Client hereby unconditionally and irrevocably authorizes Bincx B.V. or a Third Party to be appointed by Bincx B.V., in all cases where Bincx B.V. wishes to exercise its property rights, to enter all those places where the property will be located and to take the items there.
4. If the Client has obtained ownership of the items delivered subject to retention of title by accession or confusion and the Client has not yet paid the claims referred to in paragraph 1, the Client will be obliged at the request of Bincx B.V. to transfer the ownership of the delivered items back to Bincx B.V. If this requires the establishment of a right of superficies as referred to in Article 5:101 of the Dutch Civil Code, the Client is obliged to cooperate.
5. If Third Parties levy attachment on the goods delivered subject to retention of title or wish to establish or assert rights thereon, the Client shall be obliged to inform Bincx B.V. thereof as soon as may reasonably be expected.
6. The risk of loss or damage to goods which are subject to retention of title shall be borne by the Client at the moment when the goods are in its possession.

7. The risk of loss or damage to goods that are subject to retention of title will also be at the Client's risk at the time when the goods are in the possession of a Third Party.

Article 19. Additional work

1. If Bincx B.V., at the request of the Counterparty or at its own request, with the prior Written consent of the Counterparty, has performed work or made other performances that go beyond the content or scope of the Agreement, the Counterparty will be compensated for these work or performances in accordance with Bincx B.V.'s usual rates. The Client shall never be obliged to comply with such a request for additional work by Bincx B.V. and may require that a separate Written Agreement be concluded for this purpose.
2. Differences between the condition of existing buildings, goods and grounds as shown during the execution and the condition that Bincx B.V. could reasonably have expected shall entitle Bincx B.V. to compensation for the costs arising therefrom.
3. The Client accepts that work or performance as referred to in paragraph 1 of this Article may influence the agreed objectives and expectations.
4. Insofar as a fixed amount has been agreed for the provision of services, Bincx B.V. will always inform the Client In Writing in advance of the financial consequences of the additional work.
5. If the Client commissions additional work Bincx B.V. may charge 25% of the agreed amount as an advance payment. Bincx B.V. will only be able to invoice the remainder upon completion of the additional work or with the next installment invoice thereafter.

Article 20. Intellectual property

1. All intellectual property rights relating to and/or resulting from the services provided by Bincx B.V. rest with Bincx B.V. The Client only obtains the non-exclusive user rights that are explicitly granted in these terms and conditions and by law. Any other or further right of the Client is excluded.
2. The documents provided by Bincx B.V. to the Client, including but not limited to designs, drawings and detailed construction plans, are exclusively intended to be used by the Client. The Client is not permitted to disclose and/or reproduce the information obtained in any form whatsoever. This includes editing, selling, making available, distributing and integrating into networks - whether or not after editing - except that such publication and/or reproduction is permitted In Writing by Bincx B.V. and/or such publication and/or reproduction arises from the nature of the Agreement with Bincx B.V.
3. Bincx B.V. retains the right to use the knowledge acquired in the execution of the work for other purposes as long as no confidential information is provided to Third Parties.
4. Bincx B.V. has the right to use the name and logo of the Client as a reference or promotion.
5. The Client indemnifies Bincx B.V. against claims by Third Parties concerning intellectual property rights.

6. If the Client acts in contravention of this Article, it will owe a penalty payable on demand to the amount of three times the stipulated amount for that Agreement, without prejudice to Bincx B.V.'s right to claim damages.

Article 21. Secrecy

1. The Client is obliged to keep confidential all confidential information which the Client has obtained from Bincx B.V. in the context of the Agreement. Information is confidential if Bincx B.V. has indicated this or if this reasonably follows from the nature of the information.
2. If the Client violates paragraph 1 of this provision, the Client, regardless of whether the violation can be attributed to the Client and without any prior notice of default or legal proceedings, will owe Bincx B.V. an immediately payable penalty of 20.000,- (twenty thousand) Euros for each violation without the need for any form of damage without prejudice to the other rights of Bincx B.V., including its right to claim damages in addition to the penalty.

Article 22. Exclusivity

1. For the duration of the Agreement the Client grants to Bincx B.V. the exclusive right to execute the assigned assignment, unless otherwise agreed In Writing.

Article 23. Applicable law

1. Agreements between Bincx B.V. and the Client to which these general delivery terms and conditions relate shall be governed exclusively by Dutch law. This includes the 'Besluit vaststelling Uniforme administratieve voorwaarden voor de uitvoering van werken en van technische installatiewerken 2012' (UAV 2012).
2. If and to the extent that there is a conflict between these general delivery terms and conditions and the UAV 2012, these general delivery terms and conditions will prevail.
3. If there is any conflict between this English version of the general delivery terms and conditions and the Dutch version of the general delivery terms and conditions, the Dutch version of the general delivery conditions shall prevail over the English version.
4. Disputes between the Parties shall as far as possible be settled by means of proper consultation. All disputes between the Client and Bincx B.V. shall be settled exclusively by the competent court in the district where Bincx B.V. has its registered office.

Article 24. Survival

1. The provisions of the general delivery terms and conditions and the Agreement which are intended to retain their validity after termination of the Agreement shall remain in full force and effect after termination of the Agreement.

Article 25. Modification or supplementation

1. Bincx B.V. is entitled to unilaterally amend or supplement these Purchase Conditions. In that case Bincx B.V. shall inform the Client of the changes or additions in a timely manner.

2. There will be at least 30 (thirty) days between this notification and the entry into force of the amended or supplemented conditions.