

The General Terms and Conditions of DYKA B.V., with its registered office in Steenwijk, February 2023 version, filed with the Chamber of Commerce under number 05027284 on 6 February 2023

Article 1: Definitions

1. DYKA: the private limited company, DYKA B.V., with its registered office in Steenwijk.
2. GT&Cs: DYKA's general terms and conditions of sale, delivery and payment.
3. Other Party: the party with whom DYKA enters into a legal relationship.
4. Agreement: An agreement is concluded between DYKA and the Other Party as soon as DYKA has accepted the order from the Other Party in writing, or has started to implement the Agreement.

Article 2: Scope of application of these General Terms and Conditions

1. These GT&Cs apply to all legal relationships in which DYKA acts as seller or supplier of goods or service provider, including but not limited to agreements, and regardless of whether a fee is paid for the performance. The applicability of any general terms and conditions applied by the client are hereby explicitly rejected, now and for the future.
2. The provisions of these GT&Cs do not apply if and to the extent that mandatory legal regulations dictate otherwise. If any provisions prove to be null and void on this ground, the arrangement that is most favorable to DYKA will apply and all other provisions will remain in full force.
3. For the rest, deviations to these GT&Cs only apply if laid down in writing.

Article 3: Offers and orders

1. DYKA's offers are without obligation. Offers are valid for thirty (30) calendar days, unless stated otherwise. Agreements pursuant to an offer without obligation issued by DYKA are only concluded when DYKA has confirmed the Other Party's order for supply in writing or, failing that, when DYKA commences implementation.
2. Customer-specific goods, which are produced and/or purchased, and services cannot be cancelled and/or returned after they are ordered.
3. All prices stated are excluding VAT unless stated otherwise.
4. DYKA reserves the right to charge for order and processing costs.
5. The contents of DYKA's website, leaflets, printed matter and so on will not bind DYKA unless this content is expressly referred to in the Agreement. Any new quotations issued by DYKA will render previously issued ones inoperative.
6. If, in DYKA's reasonable opinion, the Other Party's creditworthiness or ability to pay is, or could be, impaired, or if DYKA fails to obtain suitable credit insurance from third parties to cover the total outstanding amount that the Other Party owes DYKA, on conditions usually applied by DYKA in the context of normal business operations, the Other Party will at DYKA's request provide security for the payment in the form required by DYKA, and this will be for the Other Party's account. In addition to any other measures, DYKA will be entitled, without any prior notification being required, to suspend the delivery of products to the Other Party or to refuse to carry this out until the security has been provided. If no such security is provided within fifteen (15) working days at most, DYKA will be entitled to terminate the contract.

Article 4: Delivery and transfer of ownership

1. If and insofar as the parties have not agreed otherwise in writing, delivery within the Netherlands – with the exception of the Wadden Islands – will be carriage paid to the Other Party. Delivery outside the Netherlands is carried out subject to 'FCA Steenwijk, Incoterms 2020'.
2. DYKA is entitled to ship goods in the manner it deems most appropriate.

3. Additional costs due to the Other Party's special requirements regarding transport or packaging will be charged to the Other Party.
4. For intermediaries and traders in the Netherlands, delivery will be carriage paid to the intermediary's or trader's business address, unless otherwise agreed in writing. For intermediaries and traders outside the Netherlands, delivery will be subject to 'FCA Steenwijk, Incoterms 2020' to the intermediary's or trader's business address, unless otherwise agreed in writing.
5. The Other Party undertakes to obtain any necessary authorizations and/or import permits. If it fails to obtain these authorizations or permits within the required period so that DYKA can proceed with delivery on the date stated in the confirmation of the Agreement, DYKA will be entitled to unilaterally cancel the Agreement. In that case, the Other Party will not be able to rely on force majeure.
6. The Other Party is obliged to take delivery of the goods purchased at the agreed time of delivery. If the Other Party refuses to take delivery or fails to provide information or instructions necessary for delivery, the goods will be stored at the Other Party's expense and risk. In that case, the Other Party will owe DYKA all additional costs, including in any event the costs of extra transport as well as the storage costs amounting to eight per cent (8%) of the invoice value per month (with a minimum of €25 per month) or, if the actual storage or other costs are higher, the actual storage or other costs.
7. If the Other Party is in default thirty (30) calendar days after the agreed time of delivery, DYKA is entitled to dissolve the Agreement and is free to sell the goods in question to third parties. The costs associated with this and any lower revenue from the goods will be for the Other Party's expense and risk.

Article 5: Delivery times

1. Agreed delivery times are indicative, unless expressly agreed otherwise. If the goods are not delivered on time, the Other Party must give DYKA written notice of default and set DYKA a reasonable term within which it will be required to meet its obligations as yet.
2. The delivery time will not commence until the Other Party has given DYKA all the information that DYKA states is necessary or that the Other Party should reasonably understand is necessary for the implementation of the Agreement.
3. If changes to the order given to DYKA result in the time required to implement the Agreement being longer, the delivery time will be extended by the additional time required.

Article 6: Partial deliveries

DYKA may make partial deliveries of goods sold. If goods are delivered in parts, DYKA will be entitled to invoice each part separately.

Article 7: Technical requirements and standards

1. DYKA is responsible for ensuring that the goods they supply meet the technical requirements and standards set for them by the laws and rules for use in the Netherlands, unless otherwise agreed.
2. The Other Party is obliged to store, apply and process the supplied products and/or services in accordance with the requirements of good and sound workmanship. It is also obliged to comply with all instructions and regulations regarding safety in general and product safety issued by DYKA and/or the local and other government authorities.

Article 8: Samples, models and examples

If DYKA has shown or provided a sample, model or example, it is presumed to serve as an indication only: the qualities of the goods to be supplied may differ from the sample, model or example, unless it has been expressly agreed in writing that the goods would be supplied in accordance with the sample, model or example shown or provided.

Article 9: Defects, time limits for lodging a complaint and returns

1. The Other Party undertakes to examine the purchased goods (or have them examined) immediately on delivery. In the process, the Other Party must in any event check the following:
 - whether the correct goods have been delivered;
 - whether the quantities of delivered goods are in line with what was agreed;
 - whether the delivered goods meet the agreed quality requirements or – if they have not been stipulated – the requirements that may be stipulated for normal use.
2. With respect to quantities and technical specifications, such as dimensions, weights, color, color fastness and the like, DYKA reserves the right to adhere to the tolerances that it deems customary.
3. Minor deviations and minor differences that are common in the trade or are technically unavoidable will not be considered a defect within the meaning of this article.
4. If any visible defects or deficiencies are discovered, the Other Party must report these to DYKA in writing within eight (8) calendar days of delivery at the latest. All of the Other Party's claims against DYKA with respect to visible defects or deficiencies lapse if they are not reported to DYKA in writing within eight (8) calendar days of delivery.
5. The Other Party must report hidden defects to DYKA in writing within eight (8) calendar days after they have been discovered, or reasonably ought to have been discovered. All of the Other Party's claims against DYKA with respect to hidden defects lapse if they are not reported to DYKA in writing within the aforementioned term of eight (8) calendar days of discovery.
6. Complaints must be described clearly and as precisely as possible
7. Any goods already used are deemed to comply with the Agreement, unless it becomes apparent that the item has a hidden defect that cannot be detected easily.
8. If the defects or deficiencies are well founded and can be attributed to DYKA, its liability is limited, at its discretion, either to the replacement free of charge of the goods that are acknowledged to have defects, or to repair these goods or to refund the price while taking back the goods supplied insofar as they have not in the meantime been damaged due to the Other Party. Any items replaced become DYKA's property. DYKA will not bear any costs associated with the repair, removal or replacement.
9. Any replacement, repair or return of the goods following a defect will not entitle the Other Party to suspend or postpone payment.
10. Goods, not including customer-specific goods, may be returned up to ninety (90) calendar days after delivery, on presentation of the invoice, provided the goods are as new, undamaged, complete and clean. DYKA will decide whether or not to honor the request to return the goods. If the conditions stipulated under the return procedure are met and DYKA confirms that the goods can be sold, a credit note of up to 90% of the original net invoice value will be issued. DYKA reserves the right to charge for (additional) costs.

Article 10: Guarantee

1. DYKA guarantees that the goods it supplies are free of design, material, manufacturing and other faults that become apparent during a period of six (6) months after delivery. DYKA disclaims all liability for any hidden defects that subsequently become apparent.
2. DYKA cannot be held liable for damages of any kind whatsoever as a direct or indirect consequence of design, material, manufacturing and other faults in the goods that it supplies if the Other Party did not take into account the obligations set out in Article 9 and the Other Party has not reported the abovementioned defects to DYKA, taking into account the provisions of Article 9, or if the Other Party provided the design. However, if the Other Party provided the design, then DYKA will be responsible for any material, manufacturing and other faults not attributable to the design.

3. If goods exhibit design, material, manufacturing or other faults or deficiencies that fall beyond the usual tolerance and DYKA's liability for these faults or deficiencies is not excluded, then the Other Party is only entitled to the repair of the goods or the supplementing of the deficiencies.
4. DYKA may choose to replace the item if there are objections to repairing it. The Other Party is only entitled to replacement if it is not possible to repair the item. If the Other Party requires the repair or replacement of faults or deficiencies, then the Other Party must make the goods that need to be repaired or replaced available to DYKA, without prejudice to DYKA's right to invoke the provisions outlined above in this article.
5. The guarantee does not apply to goods supplied by DYKA that, according to the quotation or order confirmation, deviate in any part from the technical requirements and standards referred to in Article 6 above, unless the design, material or manufacturing faults are not related to this deviation.

Article 11: Liability

1. DYKA will use all care and skill in the implementation of the Agreement, which can reasonably be expected of it.
2. DYKA cannot be held liable for damages, regardless of their nature, resulting from assumptions it has made which were based on incorrect and/or incomplete information provided by the Other Party, unless DYKA should have been aware of this incorrectness or incompleteness.
3. DYKA cannot be held liable for any damages directly or indirectly due to negligence or incorrect use of the goods supplied by DYKA on the part of the Other Party or third parties. Incorrect handling also means repairs carried out by the Other Party and/or third parties without DYKA's prior written permission.
4. The Other Party indemnifies DYKA against all claims by the Other Party and/or third parties based on unsuitability of the goods supplied if the manufacture and/or supply of goods took place based on drawings, samples or other instructions, in the broadest sense, provided by the Other Party.
5. For damage resulting from a material or manufacturing fault, the provisions of Article 10 (Guarantee) of these terms and conditions apply. For the rest, DYKA's liability is limited to the amount paid out by its liability insurer for insurance taken out in that context, plus the policy excess amount owed by DYKA. If the liability insurance does not provide cover or does not pay out in a particular case, DYKA's liability will be limited to the invoice value of the supplied good(s) that can be considered to be the cause of the damage, capped at €50,000 at all times.
6. The Other Party indemnifies DYKA against all third-party claims for which DYKA is not liable pursuant to the provisions above.

Article 12: Prices

1. The prices agreed or stated in a quotation are excluding VAT, import duties, other taxes, levies and duties, unless otherwise agreed in writing.
2. If and to the extent that the parties have not expressly agreed otherwise in writing, DYKA is entitled to increase a price agreed with the Other Party if one or more cost factors increase, including but not confined to increases in purchase prices, wages, labor costs, environmental costs, social and governmental levies, freight, insurance premiums, and so on. DYKA will notify the Other Party of these increases in writing.

Article 13: Payment

1. Complaints about invoices must be reported in writing within 14 days of receipt of the invoice. If the complaint is not raised within this period, the invoice will be considered to have been accepted.
2. Unless otherwise agreed in writing, the Other Party must settle the invoice in euros within thirty (30) calendar days of the invoice date by depositing the amount due in DYKA's bank account. DYKA is always entitled to demand that the Other Party pays an advance payment or provides other

security (including a bank guarantee/pledge). Until this request for an advance payment or security is met, DYKA is entitled to suspend implementation of the Agreement without the Other Party being entitled to any compensation.

3. Without prejudice to the provisions of paragraph 1, if payment based on a letter of credit (L/C) is agreed, this must be an irrevocably confirmed L/C covering the entire contract price and must be opened by the Other Party at a leading bank within the due date of DYKA's quotation. A bank accepted by DYKA must confirm the L/C. The L/C will be subject to the latest version of the 'Uniform Customs and Practice for Documentary Credits'.
4. After expiry of the applicable payment term, if the Other Party has not paid, or not paid in full, by that time, it will be in default without notice of default being required. From the time of being in default, the Other Party will owe the statutory commercial interest applicable in the relationship between the parties on the amount due. If the Other Party fails to meet its payment obligations on time and also fails to comply with a notice of default issued by DYKA, DYKA is entitled to unilaterally terminate the Agreement without judicial intervention and without prejudice to additional compensation.
5. If the Other Party is liquidated, goes bankrupt or is granted suspension of payments or a decision is taken for these purposes, or if the application of the debt restructuring scheme for natural persons is pronounced regarding the Other Party, DYKA's claims against the Other Party will become immediately due and payable.
6. The Other Party must pay the amount owed without being entitled to apply any discount to the payment, to suspend the payment or to set off the payment against a claim against DYKA.
7. Payments made by the Other Party will always serve first to pay all interest owed, then to settle the costs and finally to settle the oldest outstanding invoices due and payable, even if the Other Party states that the payment relates to a more recent invoice.

Article 14: Collection charges

1. If the Other Party is in default of fulfilling one or more of its obligations, then, in addition to the agreed price and costs, all reasonable costs incurred to obtain an out-of-court settlement will be for the account of the Other Party. This also includes the costs for drawing up and sending reminders, making a settlement proposal and obtaining information in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act [Wet normering buitengerechtelijke incassokosten] and the associated Extrajudicial Collection Costs (Fees) Decree [Besluit vergoeding voor buitengerechtelijke incassokosten].
2. The Other Party will owe DYKA the legal costs actually incurred by DYKA in all instances if the Other Party fails wholly or predominantly in its claim in any legal proceedings between DYKA and the Other Party relating to an Agreement to which these General Terms and Conditions apply.

Article 15: Retention of title

1. DYKA retains ownership of all goods supplied or to be supplied by it to the Other Party under any Agreement until the Other Party has complied in full with its obligation to pay the consideration relating to all of these goods. If DYKA has provided or is to provide services under this/these Agreement(s), the goods referred to in the previous sentence will remain DYKA's property until the Other Party has also paid in full DYKA's claims relating to the consideration for this. Retention of title also applies to claims that DYKA obtains against the Other Party due to the Other Party's failure to comply with this/these Agreement(s).
2. If the Other Party creates a new item from the goods supplied by DYKA, which are subject to a retention of title, it will act on DYKA's instructions in creating that new item and will hold that new item for DYKA. The Other Party only becomes the owner when the retention of title lapses because all of DYKA's claims have been settled.

3. If the law of the country of destination of the purchased goods has more far-reaching provisions for the retention of title than those provided for in paragraph 1, the parties will be deemed to have stipulated these more far-reaching provisions in favor of DYKA, on the understanding that if it cannot be objectively determined to which more far-reaching rules this provision relates, the provisions of paragraph 1 will continue to apply.
4. Goods that DYKA supplies and that are subject to retention of title may only be resold in the context of normal business operations. Furthermore, the Other Party is not authorized to pledge the goods or to establish any other right to them, or to cede or transfer to third parties in any other way, or restrict the legal or actual power of disposition to the detriment of DYKA.
5. DYKA hereby reserves the rights of pledge as referred to in Article 3:237 of the Dutch Civil Code to goods supplied that have become the property of the Other Party through payment and that are still in the hands of the Other Party as additional security for any claims that DYKA may have against the Other Party for whatever reason. The entitlements set out in this paragraph also apply to goods supplied by DYKA that the Other Party has treated or processed, as a result of which DYKA has lost its retention of title.
6. If the Other Party fails to fulfil its obligations or there is a well-founded fear that it will fail to do so, DYKA is entitled to remove or arrange for the removal of goods supplied under retention of title from the Other Party or third parties holding the goods for the Other Party. The Other Party is obliged to lend all cooperation to this end, on penalty of an immediately payable fine of ten percent (10%) per day of the amount it owes.
7. If third parties wish to exercise rights or have rights exercised to the goods supplied under retention of title, the Other Party is obliged to inform DYKA of this immediately.
8. The Other Party undertakes:
 - to insure and keep insured goods supplied under retention of title against damage or loss, and to give DYKA a copy of the insurance policy or policies for inspection immediately on request;
 - to pledge to DYKA immediately on its request the claims against insurers for the goods supplied under retention of title;
 - to pledge to DYKA immediately on its request the claims that the Other Party acquires vis-à-vis its buyers on the resale of goods supplied by DYKA under retention of title;
 - to mark the goods supplied under retention of title as DYKA's property;
 - to otherwise cooperate with all reasonable measures that DYKA wants to take to protect its property rights to the goods and that do not unreasonably impede the Other Party in the normal course of its business.

Article 16: Intellectual and other property rights

1. Unless otherwise agreed in writing, drawings, dies, models, templates, moulds, tools or similar technical examples become and remain DYKA's property, even if the Other Party has been charged for them. The intellectual property rights in question belong to DYKA in full. The Other Party is not permitted to make them available to third parties, to make them available for inspection, to copy or use them or to make announcements about them without DYKA's written permission. They must be returned to DYKA immediately on its request.
2. The drawings, dies, models, templates, moulds, tools and the like that are the property of the Other Party or have been made available to DYKA by or through the Other Party will be returned to it at the Other Party's expense after the implementation of the Agreement. DYKA is entitled to suspend the return of these items until all of DYKA's claims (including claims from previous and subsequent Agreements) against the Other Party have been settled.
3. The Other Party is obliged to take delivery of the goods referred to in paragraph 2 at the time they are delivered to it or at the time they are made available to it. If the Other Party refuses to take delivery of the goods or fails to provide information or instructions necessary for delivery, the

aforementioned goods will be stored at the Other Party's expense and risk. In that case, the Other Party will owe all additional costs, including in any event the related storage costs. DYKA is entitled to destroy or sell the aforementioned goods if the Other Party has not collected the goods after it has been summoned in writing by DYKA to collect the goods as yet within a specified period and the Other Party has failed to do so, or three (3) months after DYKA has implemented the Agreement.

4. DYKA cannot be held liable for wear and tear, loss or damage to the goods mentioned in paragraph 2, unless it concerns intent or deliberate recklessness on the part of DYKA or its employees.
5. If the goods referred to in paragraph 2 are not or insufficiently suitable for further production, DYKA will repair or replace the goods at the Other Party's expense, after notifying the Other Party in writing.
6. The Other Party guarantees DYKA that no third-party industrial or intellectual property rights will be infringed by the implementation of the Agreement. The Other Party indemnifies DYKA against third-party claims in this regard.
7. Insofar as the Other Party or a third party affiliated to it uses the dies, moulds, templates, and so on, the Other Party will exercise due care and use and maintain them properly. The Other Party will ensure that it has taken out adequate insurance against loss, theft, etc.

Article 17: Implementation of the Agreement – provision of services

1. If and to the extent that the Agreement relates in part or in full to the provision of services by DYKA, DYKA will exercise the care of a good contractor in the implementation of the Agreement.
2. If and to the extent that the proper implementation of the Agreement so requires in DYKA's opinion, DYKA is entitled to have certain work carried out by persons it appoints, including third parties. Articles 7:404 and 7:407(2) of the Dutch Civil Code do not apply.
3. The Other Party will, at its own expense and risk, ensure that:
 - a. as soon as DYKA's staff arrive at the construction site or the business premises of the Other Party or at any other location where DYKA's personnel are to carry out work, they can commence their work and, furthermore, are at all times given the opportunity to carry out their work during normal working hours and furthermore outside normal working hours if agreed or necessary, the latter being at DYKA's sole discretion;
 - b. suitable housing and/or other facilities required by the Dutch Working Conditions Act [Arbeidsomstandighedenwet] are available for staff;
 - c. the designated construction site or the business premises of the Other Party, or any other location where DYKA's personnel are to carry out work, is suitable for storage and the performance of the agreed work or services and furthermore contain all the systems and facilities necessary for DYKA's implementation of the Agreement;
 - d. the necessary lockable storage areas are provided for materials, tools and other items;
 - e. the necessary and customary assistants, auxiliary tools, auxiliary and company materials are at DYKA's disposal on time, free of charge and in the right place;
 - f. all necessary safety and other precautionary measures have been taken and are maintained.
4. The Other Party must ensure, at its cost, that all goods and data that DYKA indicates are necessary, or that the Other Party should reasonably understand are necessary for the implementation of the Agreement, are given to DYKA in good time. If the goods and data required for the implementation of the Agreement are not given to DYKA in good time, DYKA will be entitled not to commence the implementation of the Agreement or to suspend the implementation of the Agreement and/or charge the Other Party for the additional costs resulting from the delay according to the usual rates.
5. DYKA cannot be held liable for damages, regardless of their nature, arising because its assumptions were made based on incorrect and/or incomplete information provided by the Other Party.

6. If it is agreed that the Agreement will be implemented in phases, DYKA is entitled to suspend the implementation of parts related to a following phase until such time as the Other Party has approved the results of the preceding phase in writing.
7. The costs incurred by DYKA due to failure to meet the conditions set out in this article at all or on time will be at the Other Party's expense.

Article 18: Packaging

1. DYKA will supply its products as much as possible in single-use packaging unless it is agreed that reusable packaging will be used. DYKA is entitled to charge costs and/or a deposit for this. The Other Party is obliged to return the reusable packaging, empty and undamaged, within fourteen (14) calendar days. DYKA is prepared to collect the packaging, after being notified that it is to be returned, against payment of the costs involved. If the Other Party fails to fulfil its obligations regarding reusable packaging, all costs arising from this will be for its account. These costs include those due to late returns and the costs of replacement, repair and cleaning.
2. If the Other Party fails to return reusable packaging after being asked to do so within the stated term or if DYKA is given the opportunity to collect the packaging, DYKA is entitled to replace it and charge the Other Party the costs for this.

Article 19: Termination of the Agreement

1. DYKA's claims against the Other Party will become due immediately and without any notice of default being required if:
 - after concluding the Agreement, DYKA learns of circumstances that give DYKA good reason to fear that the Other Party will not fulfil its obligations;
 - DYKA asked the Other Party to provide security for the fulfilment of its obligations under the Agreement and this security is insufficient or is not provided within a reasonable period of time;
 - the Other Party fails to fulfil any obligation under the Agreement properly or in good time;
 - the Other Party is declared bankrupt, a suspension of payments or provisional suspension of payments is pronounced in respect of the Other Party, or application of the debt restructuring scheme is pronounced in respect of the Other Party;
 - the Other Party's company ceases operations or is liquidated;
 - the Other Party's company is taken over or enters into a merger.In these cases, DYKA is authorized to suspend the further implementation of the Agreement, and/or to proceed with the full or partial termination of the Agreement, all of this without prejudice to DYKA's right to claim compensation for damages.
2. If circumstances arise involving individuals and/or material that DYKA uses or habitually uses in the performance of the Agreement, and which are of such a nature that the implementation of the Agreement is rendered impossible or so onerous and/or disproportionately expensive that compliance with the Agreement may no longer be reasonably demanded, DYKA is authorized to terminate the Agreement, without being liable to pay any compensation whatsoever.

Article 20: Force majeure

1. 'Force majeure' means circumstances that prevent the fulfilment of the obligations under the Agreement and that are not attributable to DYKA. If and to the extent these circumstances make fulfilment impossible or onerous, these circumstances include the following:
 - strikes at DYKA's company or at companies other than DYKA's company;
 - a general lack of necessary raw materials and other items or services required to achieve the agreed performance;
 - stagnation at suppliers or other third parties on which DYKA depends, which DYKA could not have foreseen, and general transport problems;

- government and other measures, for instance but not limited to import or export restrictions, which prevent DYKA from fulfilling its obligations on time and/or properly;
 - weather conditions;
 - epidemics, pandemics or quarantines and other stagnation in the items or services required to achieve the agreed performance;
 - excessive sickness absence on the part of DYKA's staff.
2. DYKA will also be entitled to invoke force majeure if the circumstance preventing the fulfilment or the continued fulfilment of its obligations occurs after DYKA should have fulfilled its obligations.
 3. During force majeure, DYKA's delivery and other obligations will be suspended. If the period in which fulfilment of DYKA's obligations is not possible due to force majeure lasts longer than fourteen (60) calendar days, both parties will be authorized to terminate the Agreement, without there being any obligation to pay compensation in that case.
 4. If DYKA has already fulfilled part of its obligations when the force majeure begins, or is only able to fulfil part of its obligations, it will be entitled to invoice separately for the part already delivered or the part that can still be delivered, and the Other Party will be obliged to settle this invoice as if it related to a separate Agreement.
 5. If the agreed performance can be carried out within 60 days, the shortcoming is not permanent and neither DYKA nor the Other Party will be entitled to terminate the Agreement. In that case of force majeure, DYKA's obligation to perform will be suspended without DYKA being liable to the Other Party for any compensation (of damages).
 6. If DYKA has already fulfilled part of its obligations when the force majeure begins, or is only able to fulfil part of its obligations, it will be entitled to invoice separately for the part already delivered or the part that can still be delivered, and the Other Party will be obliged to settle this invoice as if it related to a separate Agreement. However, this does not apply if the part already delivered or the part that can still be delivered has no independent value.

Article 21: Confidentiality

Subject to the legal obligations applicable to them, both parties are obliged to observe secrecy regarding all confidential information that they have received from each other or from another source in the context of the Agreement. Information will be considered confidential if this has been stated by the party providing the information or if this follows from the nature of the information.

Article 22: Proof

1. With respect to the financial extent of the reciprocal obligations under Agreements entered into with DYKA, DYKA's administrative records will be decisive, subject to proof to the contrary using all means.
2. Subject to proof to the contrary using all means, both the Other Party and DYKA will consider the quantities, dimensions and weights stated on the invoice, consignment note and/or packing slip to be correct.

Article 23: Dispute resolution

The competent court of the District Court of Overijssel will in the first instance exclusively settle any disputes between DYKA and the Other Party. However, DYKA will always be entitled to submit a dispute to a court with jurisdiction under the law or the applicable international treaty.

Article 24. Applicable law

All Agreements, all quotations or other legal relationships or commitments between DYKA and the Other Party arising from them will be governed exclusively by the laws of the Netherlands.

