

GENERAL SALES AND DELIVERY CONDITIONS ESTILLON B.V.

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Article 1- General

- 1.1 Estillon B.V. is the user of these general conditions and hereinafter shall be referred to as "we/us".
- 1.2 The term customer or purchaser shall be taken to mean any natural or legal person to whom we address our offers as well as any person addressing offers or orders to us or any person with whom we have any legal relationship, hereinafter to be referred to as the Customer.
- 1.3 The term agreement shall be taken to mean a (sales) agreement concluded between Estillon and the Customer, either based on an offer made by Estillon or otherwise.
- 1.4 The term products shall be taken to mean anything manufactured for the Customer and/or delivered to the Customer under an Agreement to which the general conditions apply.
- 1.5 The headings of each article in these conditions are merely for classification purposes. No legal meaning may be attached to these headings.

Article 2 - Scope of application

- 2.1 These General Conditions shall apply to and constitute an integral part of all our offers (including any annexes), of any order made to us, as well as any Agreement concluded with us and any other legal relationship entered into with us, now or in the future.
- 2.2 We hereby explicitly rule out any reference by the Customer to any (purchasing) conditions that they apply.



- 2.3 Deviations from and additions to these General Conditions shall only become binding upon us if they have been agreed in writing.

Article 3 – Offers

- 3.1 All offers made by us at the request of and/or for the account of the Customer (including annexes, documentation, illustrations etc.) shall be made verbally or in writing and shall be free of obligation. The period for acceptance applicable to any offer shall be 30 days, unless otherwise stated in the relevant offer. The offer shall be valid until the above period has expired.
- 3.2 Unless otherwise stated, the prices contained in our offers shall be exclusive of VAT.
- 3.3 All our Offers shall be based on the fulfilment of the Agreement by us under normal circumstances and during normal working hours.
- 3.4 Illustrations, drawings, statements regarding colours, patterns, dimensions etc. shown or supplied prior to or upon the conclusion of the Agreement shall be as accurate as possible, but shall be supplied or shown only as a sample or model and shall not be strictly binding.

Article 4 – Conclusion of the Agreement

- 4.1 Whenever we make a non-binding offer, the Agreement shall be concluded at the moment our offer is accepted in writing by the Customer within the 30-day period.
- 4.2 If the offer accepted by the Customer differs from the original offer, it shall be considered a new offer made by the Customer and a rejection of our offer, also if the difference pertains to minor items. These Sales Conditions shall also apply to the new offer made by the Customer.
- 4.3 If the Customer makes an offer and/or places an order, we shall be deemed to have accepted the offer or order if we do so in writing, or when we have started carrying out the order.



Article 5 – Technical requirements, samples, models, etc.

- 5.1 The dimensions, weight, technical details, contents lists and illustrations therein as stated in our offers, stock lists, brochures, catalogues, circulars etc. shall not be strictly binding and shall be valid as approximation.
- 5.2 Writing errors, typos or administrative mistakes may be rectified by us at any time.
- 5.3 We explicitly reserve the right to make reasonable changes to any description, price, dimension or further specification, as referred to in the documents listed in paragraph 1 of this article at any time, either prior to or following the placement of an order. By placing an order, the Customer declares that they agree in advance to any such changes. Only in case the products supplied significantly differ from the agreed products as a result of such changes, the Customer shall be entitled to dissolve the Agreement. The Customer shall have this option for a 14-day period after they discovered the difference or can reasonably be expected to have discovered the difference.
- 5.4 The Customer declares that they are aware of the fact that we are obliged and authorised, without prior warning or notification to the Customer, to supply products that have been designed and in respect of which specifications may have been adjusted in order to comply with the (technical) specification standards set by the relevant government bodies. If the products to be manufactured and/or supplied by us are to be supplied and/or used abroad, the technical requirements or standards that apply to such products pursuant to the statutory provisions of the relevant country must be stated explicitly by the Customer at the time the Agreement is concluded.
- 5.5 Any other technical requirement set by the Customer in relation to the products that differ from the customary requirements must similarly be stated explicitly by the Customer at the time the Agreement is concluded.



Article 6 - Prices

- 6.1 We do not have fixed prices, but our own net prices prevailing on the date the Agreement is concluded or on the date of the offer. Our prices shall in all cases be based on the manufacturer's prices, costs of material etc. also known as cost prices prevailing on the date of our offer.
- 6.2 If our price lists are adjusted subsequent to the offer, the Agreement shall be concluded on the basis of the latest price list.
- 6.3 If subsequent to the date of the offer or quotation, manufacturing factors undergo any change, for example due to the fact that cost of material, cost of auxiliary materials or raw materials, cost of components, wages, social insurance contributions, taxes, freight charges, shipping costs or insurance premiums are subject to increase, including increases in cost of materials and components due to a change to one or more of the above factors, our own margins shall be subject to change. Also where the change occurs due to circumstances foreseen at the time of the offer, we shall adjust the prices concerned and charge such increase in all cases.
- 6.4 Our published prices shall be net prices exclusive of value added tax (VAT) and other government charges imposed on the sale and/or delivery and/or performance of the Agreement; except where agreed otherwise in writing. These taxes and charges shall be invoiced separately to the Customer. We also expressly reserve the right to invoice the Customer separately for the other charges referred to above.
- 6.5 The Customer shall be entitled to dissolve the Agreement, taking into account the provisions of article 13, if the price increase referred to in the third paragraph of this article amounts to more than 10% of the total sum of the Agreement.
- 6.6 If delay costs or other costs are incurred as a result of a change made to the order by the Customer, or if these costs are incurred due to an error on the part of the Customer, we shall be entitled to adjust the price pursuant to the provisions of paragraph 1 of this article.



- 6.7 Price increases arising from extra work and/or changes to the Agreement made at the request of the Customer shall be charged to the Customer.
- 6.8 Costs incurred due to the Customer failing to facilitate the performance of the Agreement and/or in case of circumstances that can be attributed to the Customer that result in costs to us, shall be charged to the Customer.
- 6.9 Breach on the part of the Customer shall terminate any breach of our own. The Customer shall not be entitled to take measures to enforce execution during any period that they are in breach. We shall charge the Customer for any costs incurred by us due to the Customer being in breach.
- 6.10 The costs of loading and unloading and/or storage and/or shipping of components and/or materials, models and/or tools and/or other items may be invoiced to the Customer separately.
- 6.11 The costs of assembly, servicing and/or installation and/or commissioning and/or shipping, forwarding, unloading etc., may be invoiced to the Customer separately.
- 6.12 We shall be entitled to give discounts to certain customers, without other customers being entitled to derive any rights therefrom.

Article 7 - Delivery

- 7.1 The delivery times indicated by us shall be without obligation and shall be an approximation only. The delivery times and/or handover dates given shall under no circumstances be regarded as fixed deadlines unless otherwise agreed in writing. In the event of delayed delivery and/or handover we should therefore be given notice of default, stating a reasonable period of time for remedy. A reasonable period of time shall in any case be no less than a period of time acceptable within the sector.

- 7.2 Unless agreed otherwise, delivery shall be free of charge to destinations in the Netherlands at a time determined by ourselves, which delivery times are notified to the Customer by us in good time or at the time when the products or their most significant components, at our discretion, are ready for dispatch and we have notified the Customer of this fact.
- 7.3 We shall be explicitly allowed to make partial deliveries of products. This rule shall not apply where a partial delivery has no independent value. In case of partial deliveries, we shall be entitled to invoice each delivery separately.
- 7.4 The delivery times and/or handover dates stated are based on operating circumstances prevailing at the time of the conclusion of the Agreement and are subject to on-time delivery of stocks, materials and/or components from our suppliers.
- 7.5 Minor differences with respect to samples or models, as specified in article 5.3, shall be allowable and we shall be entitled to deliver products with such differences to the Customer, provided that they are in good condition and of good quality.
- 7.6 The delivery period shall commence after we accepted the order in writing, once all the formalities necessary for the commencement of the work have been fulfilled, all the necessary documents are in our possession and the Customer, as agreed with us, has provided us with all the data necessary for the fulfilment of the work and has carried out the preparatory work. If moreover payment in instalments has been agreed on acceptance of the order and the first instalment is due with the order, the delivery period shall commence upon receipt of the first payment.
- 7.7 The Customer shall be expressly obliged to accept the delivery of all consignments of product at the time these are delivered to them by us or at the time when such consignments are made available to them under the Agreement.



- 7.8 Should the Customer refuse to accept delivery of the products or should they be negligent in providing information or instructions necessary for the delivery to take place, the products concerned shall be stored at the risk of the Customer. In that case, the Customer shall bear any additional costs involved, including in any case storage costs.
- 7.9 The risk pertaining to the products shall be passed on to the Customer at the moment of delivery, even where the ownership of the goods has not yet been transferred. The risk accordingly shall be passed on as soon the products leave our warehouses/factories or in case of deliveries shipped by any third party, the factories or warehouses belonging to such third party, or where we have notified the Customer of the fact that the products are ready for dispatch but no further instruction or adequate instruction is subsequently given on the part of the Customer. Any storage that is required shall be organised in anticipation of proper instructions from the Customer. This storage shall be at the Customer's expense and risk.
- 7.10 We shall not be liable for any loss as a result of any delivery period and/or handover date being exceeded, other than by intent or gross negligence on our part. Exceeding the delivery period, for whatever reason, shall accordingly under no circumstances give the Customer the right to claim damages, dissolution of the Agreement or non-compliance with any obligation arising for them under the terms of this Agreement or the terms of any other agreement linked to this Agreement or commissioning of any work to be carried out by or by virtue of third parties for the performance of the Agreement, unless there was intent or gross negligence on our part or unless agreed otherwise in writing.
- 7.11 In the event that we should be held liable due to exceeding the delivery period, we shall under no circumstances be liable for more than the direct loss up to an amount for which we are insured or ought to have been insured in accordance with common opinion. Under no circumstances, however, the liability shall amount to more than the invoice value of the order or the delivery.



- 7.12 Liability for consequential damage shall be excluded.
- 7.13 Extension of the delivery period at the request of the Customer shall be subject to our express written permission. Any costs or loss suffered by us as a result of this extension shall be charged to the Customer.

Article 8 – Retention of ownership

- 8.1 As soon as the products or their most significant components, at our discretion, are deemed to have been delivered as defined in article 7, the Customer shall bear the risk for any direct or indirect damage that might be caused to or by these products to the Customer or any third party, with due regard to the provisions of article 12 of these Conditions.
- 8.2 The items delivered and to be delivered by us shall remain our property until the Customer has fulfilled all obligations toward us in respect of deliveries made or to be made to the Customer under the terms of the Agreement, or the services rendered and/or to be rendered to the Customer under the Agreement, and claims made by us in respect to breach of any agreement. The ownership of the products or their most significant parts or components shall accordingly not be transferred to the Customer until they have paid anything due to us under any title whatsoever with respect to any deliveries made and/or yet to be made by us, any work performed by us and any related claims, without prejudice to any rights obtained by any third party.
- 8.3 The products delivered by us shall be stored separately on the Customer's premises for as long as payment has not been made and shall therefore be kept separate from any other products belonging to or held in stock by the Customer. The Customer shall also have the obligation to store our products in a properly individualised manner so that our title to the products can be readily confirmed. Should the Customer have already assembled the products delivered to them notwithstanding the provisions of this article, they shall be under the obligation to disassemble and return the products at our first request until payment has been made.



In that case, the necessary installation costs shall be at the expense of the Customer and the Customer shall also be liable for any damage caused thereby.

- 8.4 The manufactured and/or delivered products that fall under the retention of ownership in this article may only be resold by the Customer within the context of their normal business operations. The Customer shall not be entitled to pledge these products or to encumber them with any other (limited) right.
- 8.5 If any of the products delivered by us is adapted or processed subject to our permission, whenever there is specification (case formation) as defined in the Netherlands Civil Code, we shall become the owner of the specification thus manufactured from the moment it is created. The Customer shall become the owner of any specification manufactured with our products after having complied with the provisions set out in paragraph 2.
- 8.6 Where, as a result of the actions of the Customer or any other person acting at their expense and risk, there is another way of acquisition of original legal rights by the Customer, such as by means of accession or confusion, as further provided for in the Netherlands Civil Code, the Customer shall transfer the title of ownership of the new property to us at the moment of acquisition of the original legal right as security for anything payable to us under any title whatsoever, and shall take custody of such property on our behalf. If this is impossible as a result of an earlier transfer of ownership as security in advance, the Customer shall transfer the title of ownership of the property as security to us under the condition precedent that this earlier right secured on the new property has lapsed.
- 8.7 The Customer shall be obliged to insure the products referred to above against the risks of theft, fire, and storm and water damage in such a manner that a clause is incorporated in the relevant insurance policy to the effect that the insurance also covers products belonging to any third party, both those that are interested parties on the date of the commencement of the insurance policy and those that will become interested parties during the period covered by the policy.



The Customer shall not be permitted to make any claims against the insurance company under the insurance policy referred to above insofar as these claims relate to the specified products, or to pledge the same to third parties as security within the widest meaning of the words.

- 8.8 Any payment received from the insurance company for damage to or loss of the above products shall replace the products concerned. The Customer shall be obliged to receive such insurance payments on our behalf and transfer these payments to us at our first request.

Article 9 – Payment

- 9.1 Unless otherwise agreed in writing, payment must take place without any discount, deduction or setoff.
- 9.2 Payment must be made within 30 days of the invoice date by transferring the amount due into the Estillon account stated on the invoice sent to the Customer.
- 9.3 This 30-day payment period shall be a deadline. In the event of non-payment within the period stipulated in paragraph 2, the Customer shall be liable to us for payment of interest charge for late payment, equal to the rate of the statutory interest plus two percentage points per month or part of a month, from the date on which payment of the invoice was due. The Customer shall accordingly be deemed to be in default by force of law if payment is not made within the period stipulated in paragraph 2, without any demand for payment or notice of default being required.
- 9.4 Payment must be made in euros, unless it has been agreed in writing that payment is to be made in a different currency.
- 9.5 The Customer shall not be entitled on the grounds of any alleged defects in the product and/or unsatisfactory fulfilment of the order or any other reason to refuse to comply with their payment obligation or to suspend this compliance,

unless the defect concerned is recognised as such by us, in which case the Customer shall be entitled to suspend payment for a maximum of 15% of the product concerned until the defect has been repaired.

- 9.6 Payments made by the Customer shall in all cases be used firstly for the settlement of any costs and interest charges due and payable and then for the settlement of invoices that have been outstanding longest, even where the Customer indicates that the payment concerned relates to a later invoice.
- 9.7 In the case of non-payment within the period stipulated in paragraph 2 of this article, we shall be entitled to invoice any costs, both extra-judicial costs and court costs, insofar as these are not excluded by Section 96(2)(c) of Book 6 of the Netherlands Civil Code. Extra-judicial costs shall amount to at least 15% of the due and payable amount, subject to a minimum of € 25.

Article 10 – Liability

- 10.1 We shall not be liable for any loss under any circumstances and accordingly under no circumstances shall we be liable to pay compensation for any loss, costs, direct or indirect, of any nature whatsoever, incurred by the Customer and/or any third party, as a result of any defect in the products supplied by us, late delivery of such products or the loss of the above, unless the Customer shows that the loss referred to is due to an intentional act or omission or equivalent gross error on our part or on the part of our employees acting at our express instructions, or if the loss is the consequence of mandatory legal product liability. In such cases we shall under no circumstances be liable for more than the direct loss, insofar as we are insured therefor, or ought to be insured according to common opinion.
- 10.2 With regard to claims based on the statutory provisions on product liability, we shall under no circumstances be liable towards the Customer for any loss suffered by the Customer as a result of claims made by any third party, including their own staff,



or with respect to damage of any nature whatsoever caused by third-party products supplied by us in the context of our business operations.

- 10.3 We shall inform the injured party of the identity of our supplier on receiving a specific written request from this party to do so.
- 10.4 The provisions of the previous paragraph shall also apply to any third-party products otherwise marketed by us. The Customer shall indemnify us in this respect in the same way as described in article 12.8 below.
- 10.5 With regard to products manufactured by ourselves and products for which we are regarded as the manufacturer in connection with statutory provisions on product liability, we shall only be liable when damage is caused to the Customer and/or any third party while using the product in the customary manner and in accordance with the instructions provided by us for this purpose. In the event that the Customer receives any claim from a third party, they shall be obliged to notify us immediately and to refrain from making any promises regarding compensation for damage. We shall be entitled to require a full description of the manner in which the products were used and the incident that caused the damage before deciding on payment of damages or having same decided.
- 10.6 We shall not be liable for trading loss (even in case of product liability).
- 10.7 We shall not be liable for consequential damage (even in case of product liability).
- 10.8 The Customer shall indemnify us against any claim with regard to any direct or indirect damage caused in any way to any third party by or in connection with the product or the possession or use of same in any form whatever, insofar as such damage exceeds our own liability towards the Customer under the provisions of these General Conditions.



- 10.9 The Customer shall indemnify us against any claim from themselves and any third party caused by any defect in the product that is partly caused by an action of the Customer or their employees, including the manufacturing of products by us in accordance with the Customer's instructions.
- 10.10 The Customer shall be obliged to indemnify us against and compensate us for any costs incurred or loss sustained by us due to the instigation of any claim against us by a third party with regard to any matter for which we are not liable under these Conditions. The costs to be incurred for legal representation and other assistance with regard to the above claims for damages, such as for conducting legal defence, negotiations, etc., shall be estimated at least 15% of the damages claimed and must be paid to us by the Customer at our first request, without prejudice to our right to claim the costs actually incurred from the Customer, after issuing them with a written specification of these costs.

Article 11 – Defects; complaint period

- 11.1 The Customer must inspect the products or have the products inspected immediately after manufacture and/or delivery or as early as possible, and within three days at the latest. At the same time, the Customer must investigate whether the manufactured and/or delivered products comply with the Agreement, i.e.:
- whether the correct articles have been manufactured and/or delivered;
 - whether the manufactured and/or delivered products in terms of quantity correspond with the relevant agreements made (e.g. as regards numbers and units);
 - Whether the manufactured and/or delivered products meet the agreed quality requirements, or in the absence of such requirements, whether they meet the requirements that may be set for normal use and/or trading purposes.
- 11.2 If visible defects or discrepancies are discovered, the Customer shall report these to us immediately or within 30 days of the delivery of the products at the latest.



- 11.3 Invisible defects shall be reported to us in writing by the Customer within 30 days of discovery or within 90 days of delivery at the latest.
- 11.4 Even where the Customer makes a complaint pursuant to this article in good time, their payment obligation and their obligation to accept delivery of the completed orders shall remain in effect. The returning of products shall be subject to our prior written permission.

Article 12 - Force majeure

- 12.1 We shall not be liable for any damage suffered by the other party if we cannot meet our obligations under the terms of the Agreement in good time, in full or at all due to force majeure.
- 12.2 Force majeure shall in any case be taken to mean every circumstance we were unable to take into account at the time we concluded the Agreement, as a result of which the normal performance of the Agreement cannot be reasonably expected by the other party, such as e.g. illness, war or threat of war, civil war and riot, acts of terrorism, sabotage, power breakdowns, floods, earthquakes, fire, occupation of premises, strikes, lockouts, changes to government regulations, transport difficulties and other disruptions to our operations. Force majeure shall also be taken to mean circumstances whereby supplier companies upon whom we are dependent for the performance of the Agreement fail to meet their contractual obligations towards us, unless these circumstances are attributable to us.
- 12.3 In the event of force majeure, we shall be entitled to change delivery periods and/or handover periods and where delivery and/or handover is impossible or unreasonably onerous, to annul the Agreement with immediate effect without any court intervention and without being liable for damages.
- 12.4 In the event that force majeure continues for longer than three months, the other party shall have the right to dissolve the Agreement with immediate effect by sending a notice by registered letter.



- 12.5 In the event that continuing delivery and/or handover arrangements involve cost increases, these cost increases shall be charged to the other party.
- 12.6 Following annulment of the Agreement we shall have the right to reimbursement of any costs incurred or payment for work carried out, insofar as the other party benefits from this work.

Article 13 - Dissolution

- 13.1 Without prejudice to any other rights vested in us, we shall have the right, should we be prevented from performing the Agreement due to force majeure as defined in article 12, to suspend the performance of the Agreement without court intervention or to dissolve the Agreement in whole or in part, at our discretion, without us being obliged to pay damages or provide a guarantee.
- 13.2 If the Customer fails to meet any obligation in good time, in full or at all, that might arise for them from this Agreement or any other agreement concluded with us, and in case of involuntary liquidation, suspension of payments, discontinuation or winding-up of the Customer's business, the offering of a private arrangement for settlement of debt, they shall be regarded as being in default by force of law and we shall have the right to suspend the performance of the Agreement or dissolve the Agreement in whole or in part, at our discretion, , without a notice of default or court intervention being required and without our being obliged to pay damages or provide any guarantee, but without prejudice to any other rights we have. In any of those situations, any debt shall become immediately due and payable.
- 13.3 Where we suspend the performance of the Agreement as a result of the provision of paragraph 2 of this article, we shall store the finished materials, materials currently under production and the other materials included in the price, at the expense and risk of the Customer and the Customer shall pay us the price agreed, less the cost of any missing elements calculated and included in the price and any instalments paid.



- 13.4 Where we dissolve the Agreement in whole or in part as a result of the provisions of paragraphs 1 and 2 of this article, we shall have the right to require the Customer to accept delivery of the finished materials, the materials then under production and the other materials included in the price in return for payment of the price agreed, less any missing elements calculated in the price and any instalments paid, failing which, at our absolute discretion, we shall store the products at the expense and risk of the Customer or sell these products. In the situations described in the two foregoing paragraphs, the ownership of the products paid for shall be transferred to the Customer at the moment of payment.
- 13.5 During the period of the performance of the Agreement we shall be entitled to suspend compliance with our obligations until the Customer at our request has provided us with satisfactory security for compliance with all their obligations under the terms of the Agreement. This provision shall apply in the same way if any credit is stipulated.
- 13.6 Refusal by the Customer to provide the security requested shall give us the right to dissolve the Agreement without court intervention being required.
- 13.7 The Customer undertakes at our first written request to provide us with full right of investigation with regard to their creditworthiness, based on documents drawn up by an auditor (register accountant), failing which we shall have the right to dissolve the Agreement without court intervention being required.
- 13.8 In the event of winding-up, insolvency, involuntary liquidation or suspension of payments on the part of the Customer, all the Customer's obligations shall become immediately due and payable.

Article 14 – Intellectual property rights, confidentiality

- 14.1 Unless otherwise agreed with us in writing, we shall retain all absolute intellectual property rights (including copyright, patent rights, trademark rights, drawing and model rights etc.) pertaining to all our designs, drawings, documents, media containing data or other information, quotations, illustrations, sketches, models, etc.
- 14.2 The absolute intellectual property rights referred to in paragraph 1 of this article may not be copied, disclosed to any third party and/or supplied or used in any other way without our written permission.
- 14.3 The Customer undertakes to observe strict confidentiality with regard to all confidential information on us made available to them. Confidential information shall in any case be taken to mean the information to which this article refers and all our business information. The Customer undertakes to impose a written obligation of confidentiality as defined in this article upon their employees and/or any third party involved in the performance of this Agreement.

Article 15 - Information

Statements made by us regarding data and/or dimensions, illustrations, drawings, and models shall be made only for the purpose of verification and shall not be binding unless expressly stated otherwise in writing.

Article 16 – Unreasonably onerous clauses

Should one or more of these provisions be regarded as unreasonably onerous in any legal proceedings, the remaining provisions shall continue to have full force and effect.

Article 17 - Costs

- 17.1 Apart from the obligations arising from these General Conditions and the Agreement concluded, the Customer shall also be liable towards us for any extra-judicial costs and court costs to be incurred by us when claiming compliance, dissolution or damages against the Customer under the terms of this Agreement either before the courts or otherwise and costs incurred by us to defend ourselves when being sued by the Customer, unless we wrongly defended ourselves as evidenced by the court order.
- 17.2 Extra-judicial costs shall be due and payable by the Customer in all cases in which we engage a third party for debt collection. Without prejudice to any other rights and claims vested in us, the extrajudicial costs shall in any case amount to a minimum of 15% of the principal sum due and payable, plus VAT.

Article 18 - Changes to these Conditions

We shall be entitled to make changes to these Conditions at any time. Such changes shall come into effect on the date notified.

Article 19 - Applicable law and settlement of disputes

- 19.1 Any agreement to which these Conditions apply in whole or in part shall be governed by Dutch law.
- 19.2 The provisions of the Vienna Sales Treaty do not apply to this Agreement, nor shall any future international arrangement on the sale of movable goods apply to the Agreement, if the parties can exclude its application.
- 19.3 Any dispute arising from an Agreement to which these Conditions apply either in whole or in part, or from any other agreement, shall be settled by the competent court at 's-Hertogenbosch, the Netherlands.