



DKW Group B.V. – General Terms and Conditions

Drafted on 22 July 2024.

General Terms and Conditions of DKW Group B.V., established at Antonie van Leeuwenhoekstraat 30, 3291CR, in Strijen, the Netherlands, registered with the Chamber of Commerce under number 24447109.

Article 1. Definitions

1. In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

DKW Group B.V.: DKW Group B.V., registered with the Chamber of Commerce under number 24447109.

Service: All work, of whatever form, that DKW Group B.V. has carried out for, or for the benefit of, the Client.

Honorarium: The financial reimbursement that is agreed with the Client for the performance of the assignment.

Assignment: The contract of instruction to provide services.

Client: The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the Service.

Contract: Any contract entered into between DKW Group B.V. and the Client.

Article 2. General

1. These General Terms and Conditions apply to every quotation and Contract entered into between DKW Group B.V. and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

2. These General Terms and Conditions are also applicable to contracts with DKW Group B.V. for the implementation of which third parties must be involved.

3. The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

4. If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, DKW Group B.V. and the Client will consult with each other to agree new provisions to replace the void or voided ones.

5. Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with DKW Group B.V. in writing.



6. If DKW Group B.V. not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that {company}to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

Article 3. Quotations

1. Quotations should preferably be made in writing and/or electronic form, unless pressing circumstances make this impossible.
2. All quotations are without obligation/non-binding, unless a period for acceptance is stated in the offer and/or quotation. If in quotation a period for acceptance is stated the offer or quotation will lapse after this period has expired.
3. DKW Group B.V. cannot be held to its quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or clerical error.
4. If the acceptance departs from the offer included in the quotation, whether or not on points of minor importance, then DKW Group B.V. is not bound by this acceptance. The Contract then does not come into being in accordance with this differing acceptance, unless DKW Group B.V. indicates otherwise.
5. A composite quotation does not oblige DKW Group B.V. to perform an element of the Assignment for a corresponding part of the stated price.
6. Quotations do not automatically apply to future orders or reorders.

Article 4. Formation of the contract

1. The Contract comes into being through the timely acceptance by the Client of DKW Group B.V.'s quotation.

Article 5. Duration of the contract

1. The Client and DKW Group B.V. may enter into a Contract for a limited period. The Client and DKW Group B.V. will agree the period in mutual consultation.

Article 6. Ending of the contract

1. DKW Group B.V. and the Client can terminate the Contract at any time by mutual consent.
2. In the event that one of the parties becomes bankrupt, is placed under conservatorship or ceases the business, the other party has the right to end the Contract prematurely without the observance of a notice period.



Article 7. Amendments to the contract

1. If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then DKW Group B.V. will inform the

Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

2. If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. DKW Group B.V. will inform the Client of this as soon as possible.

3. If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then DKW Group B.V. will inform the Client of this in advance.

4. If a fixed Honorarium and/or fee is agreed, then DKW Group B.V. will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event DKW Group B.V. will attempt, as far as possible, to issue a quotation in advance.

5. DKW Group B.V. may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to DKW Group B.V.

6. Amendments to the Contract originally entered into between the Client and DKW Group B.V. are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Article 8. Implementation of the contract

1. DKW Group B.V. will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

2. DKW Group B.V. is entitled to arrange for certain work to be carried out by third parties. The applicability of articles 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

3. DKW Group B.V. is entitled to implement the Contract in phases.

4. If the Contract is implemented in phases, DKW Group B.V. is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, DKW Group B.V. is not obliged to implement the following phase, and is entitled to suspend the contract.

5. If the Contract is implemented in phases, DKW Group B.V. is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

6. The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to DKW Group B.V. in a timely manner.



7. If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then DKW Group B.V. is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

Article 9. Delivery

1. Delivery takes place by giving the Client control over the goods. After the delivery the goods are at risk of the Client.
2. Delivery takes place at the address given by the Client.
3. The Client is obliged to accept the purchased goods at the moment they are available to him or when they are handed over to him.
4. If the Client refuses to accept the goods at the place of delivery or the Client is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery will be stored at the risk and expense of the Client, after DKW Group B.V. informs the Client of this.

Article 10. Delivery periods

1. The delivery will take place within a period stated by DKW Group B.V.
2. If a period is agreed or stated for the delivery of the product, then this period is only indicative and is not to be regarded as a strict deadline.
3. If DKW Group B.V. needs information or instructions from the Client that are necessary for the delivery, then the delivery period will commence after the Client has provided these to DKW Group B.V.
4. If a delivery period is exceeded, the Client must issue DKW Group B.V. written notice of default, whereby DKW Group B.V. will be offered a reasonable period to deliver the good.
5. A notice of default is not necessary if the delivery has become permanently impossible, or it otherwise becomes apparent that DKW Group B.V. will not meet its obligations arising from the Contract. If DKW Group B.V. does not deliver within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Article 11. Passing of Risk

1. Until the moment the goods are brought under the Client's control, the goods subject to the Agreement will be for the account and at the risk of DKW Group B.V.
2. The risk of loss, damage or decrease in value of the goods that are subject to the Contract passes on to the Client at the moment the goods are brought under the control of the Client or a third party appointed by the Client.

Article 12. Retention of title

1. All DKW Group B.V. Products delivered under the Agreement remain the property of DKW Group B.V. until the Client has properly fulfilled and paid the full amount of what he/she owes under the Agreement.



2. The amount owed also includes: reimbursement of all costs and interest, including previous and subsequent deliveries and Services provided, as well as claims for damages due to failure to comply.
3. As long as the ownership of the delivered Product has not been transferred to the Client and the ownership of the goods remains with DKW Group B.V. rests, the Client must return the goods of DKW Group B.V. separated from other goods and stored in such a way that it is clear at all times that the ownership of the goods belongs to DKW Group B.V. rests.
4. As long as the ownership of the goods remains with DKW Group B.V. the Client in possession of the goods has the right to trade in the goods and actually deliver them in the context of normal business activities. However, the Client must establish an undisclosed lien on behalf of DKW Group B.V. on the proceeds to be received from the sale of such goods. Furthermore, the Client must return the goods owned by DKW Group B.V. rests, to insure against all usual insured risks. The Client must hereby inform DKW Group B.V. as insured or co-insured.
5. If ownership no longer belongs to DKW Group B.V. whether through business formation or otherwise, the Client must in advance on behalf of DKW Group B.V. to establish an undisclosed lien.
6. All DKW Group B.V. costs incurred for taking back the goods made will be borne by the Client.

Article 13. Packaging

1. All returnable packaging, crates, shelves, pallets and other containers and packaging for the goods remain the property of DKW Group BV and must be returned at the expense of the Client unless DKW Group BV indicates otherwise.
2. DKW Group BV will charge the Client the price of the packaging applicable at the time of delivery if it is not returned to DKW Group BV within three months after shipment to the Client.
3. Return address: DKW Group BV Antonie van Leeuwenhoekstraat 30, 3291 CR Strijen, The Netherlands. Tel: +31(0)187-630041/Email: info@DKWGroup.nl .

Article 14. Honorarium

1. The Honorarium and/or the fees are expressed in euros, exclusive of VAT and other government levies, unless indicated otherwise.
2. The Honorarium and/or the fees are expressed in euros, exclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.
3. For orders under €250, €12.50 will be charged for administrative processing.
4. If there isn't a Honorarium and/or fee expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of DKW Group B.V.
5. DKW Group B.V. will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.



Article 15. Amendment of honorarium

1. If DKW Group B.V. agrees a fixed Honorarium and/or fee when the Contract is entered into, then DKW Group B.V. is entitled to increase this Honorarium or fee, also when the Honorarium or fee is not originally specified provisionally.
2. If DKW Group B.V. has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.
3. If the increase of the Honorarium or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:
 - the increase arises from a right of DKW Group B.V. or an obligation resting upon DKW Group B.V. in accordance with the law;
 - the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
 - DKW Group B.V. is still prepared to implement the Contract on the basis of that which was originally agreed;
 - it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.
4. The Client is entitled to terminate the Contract if the Honorarium or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.
5. DKW Group B.V. will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

Article 16. Implementation periods

1. The work will be carried out within a period stated by DKW Group B.V.
2. If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.
3. If DKW Group B.V. needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to DKW Group B.V.
4. If an implementation period is exceeded, the Client must issue DKW Group B.V. with a written notice of default, whereby DKW Group B.V. will be offered a reasonable period to nonetheless implement the Contract.
5. A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that DKW Group B.V. will not meet its obligations arising from the Contract. If DKW Group B.V. does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.



Article 17. Payment

1. Payment will take place by means of transfer to a bank account specified by DKW Group B.V., unless agreed otherwise. Transfer will take place by means of an invoice.
2. Payment can be made afterwards.
3. Payment afterwards must be made within thirty days of the invoice date, in a manner to be specified by DKW Group B.V. and in the currency in which the invoice is issued, unless agreed otherwise.
4. The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
5. Objections to the level of the invoice do not have the effect of suspending the payment obligations.
6. After the expiry of a period of thirty days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.
7. In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to DKW Group B.V. and the obligations of the Client towards DKW Group B.V. are immediately claimable.

Article 18. Collection costs

1. If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.
2. With regard to the extrajudicial (collection) charges, DKW Group B.V. is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.
3. Any reasonable legal costs and execution costs incurred are also payable by the Client.

Article 19. Suspension

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then DKW Group B.V. is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.
2. Moreover, DKW Group B.V. is entitled to suspend the fulfilment of the obligations if:
 - after the Contract is entered into, DKW Group B.V. becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of DKW Group B.V.



3. DKW Group B.V. reserves the right to claim compensation.

Article 20. Termination

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then DKW Group B.V. is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

2. Moreover, DKW Group B.V. is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, DKW Group B.V. becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, DKW Group B.V. can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of DKW Group B.V.;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

3. Termination will take place by means of a written declaration, without judicial intervention.

4. If the Contract is terminated, the Client's debts to {company} become immediately due and payable.

5. If DKW Group B.V. terminates the Contract on the above-mentioned grounds, DKW Group B.V. is not liable for any costs or compensation.

6. If the termination is attributable to the Client, the Client is liable for the damage suffered by DKW Group B.V.

Article 21. Force majeure

1. Breaches may not be attributed to DKW Group B.V. or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

2. In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which DKW Group B.V. can exercise no influence and through which DKW Group B.V. is not able to fulfil its obligations.

3. Circumstances regarded as resulting in force majeure include lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials



and machinery components as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by DKW Group B.V. cannot be reasonably sought by the Client.

4. DKW Group B.V. is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after DKW Group B.V. should have fulfilled its obligations.

5. In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

6. During the period that the force majeure continues, both DKW Group B.V. and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

7. If the situation of force majeure is of a temporary nature, DKW Group B.V. reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

8. If at the time of the occurrence of force majeure DKW Group B.V. has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then DKW Group B.V. is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Article 22. Guarantee

1. DKW Group B.V. accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out with good workmanship and using proper materials.

2. The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.

3. If the Service provided does not conform with the Contract, DKW Group B.V. will, after notification of this, provide a replacement or carry out a repair at no charge.

4. When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.

5. No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does DKW Group B.V. provide any guarantee for damage arising as a result of these defects.

6. The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of DKW Group B.V. These circumstances include weather conditions.

Article 23. Examination and claims

1. The Client is obliged to examine the Service at the moment of performance, but in any case within two working days after the performance of the Service. The Client must examine whether the quality



and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.

2. Visible defects and shortcomings have to be reported within two working days after the performance of the Service in writing to DKW Group B.V.
3. Non-visible defects and shortcomings have to be reported within two working days after its discovery to DKW Group B.V.
4. The right to (partial) restitution of the price, repair or replacement or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Service states otherwise or from circumstances of the case a broader period arises.
5. The payment obligation will not be suspended if the Client reports the defect to DKW Group B.V. within the prescribed period.

Article 24. Liability

1. The implementation of the Contract is entirely at the risk and responsibility of the Client. DKW Group B.V. is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of DKW Group B.V.
2. The liability of DKW Group B.V. is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client.
3. DKW Group B.V. is not liable for damage, of whatever nature, resulting from DKW Group B.V. basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to DKW Group B.V.
4. If DKW Group B.V. is liable for any damage, then the liability of DKW Group B.V. is limited to an amount equal to the amount stated in the invoice, or to the amount to which the insurance taken out by DKW Group B.V. gives entitlement, with the deduction of the policy excess borne by DKW Group B.V. under the terms of the insurance.
5. The Client must report the damage for which DKW Group B.V. can be held liable to DKW Group B.V. as soon as possible, but in any event within fourteen working days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.
6. Any liability claim against DKW Group B.V. lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

Article 25. Indemnity

1. The Client indemnifies DKW Group B.V. against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.
2. If DKW Group B.V. may be sued for this reason, then the Client is bound to provide DKW Group B.V. with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of DKW Group B.V. and third parties will be at the expense and risk of the Client.



Article 26. Limitation period

1. In departure from the legal limitation period, a limitation period of one year applies to all claims against DKW Group B.V. and any third parties brought in by DKW Group B.V.

Article 27. Intellectual property

1. DKW Group B.V. reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

2. DKW Group B.V. reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

3. The intellectual property rights and copyrights of all budgets, software, drawings, specifications and other information (in the broadest sense of the word) supplied by or on behalf of DKW Group BV remain with DKW Group BV. It is not permitted to reproduce or use such budgets, software, drawings, specifications and other information and knowledge of DKW Group BV in a manner other than expressly stated in the relevant agreement, unless DKW Group BV has granted prior permission for this.

4. Molds, tools, etc. remain the property of DKW Group BV even if the Client has ordered their manufacture or if the costs are at its expense. If the execution of the agreement gives rise to or may give rise to intellectual property rights, such rights remain with DKW Group BV and will be transferred to DKW Group BV to the extent necessary. The Client must under no circumstances attempt to deposit or otherwise acquire rights.

5. The Client must indemnify DKW Group BV against all claims by third parties arising from infringement of an intellectual property right relating to the manufacture, delivery or use of a good or accepted work in accordance with the Client's specifications.

Article 28. Confidentiality

1. Both DKW Group B.V. and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

Article 29. Privacy and cookies

1. DKW Group B.V. will store the details and information that the Client provides to DKW Group B.V. carefully and confidentially.

2. DKW Group B.V. acts in accordance with the GDPR which is effective from May 25, 2018. DKW Group B.V. will keep a register of processing activities on the basis of the GDPR.

3. DKW Group B.V. will only use the details and information of the Client in the context of the execution of its delivery obligation or the handling of a complaint.



4. DKW Group B.V. may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.
5. DKW Group B.V. It is not permitted for DKW Group B.V. to lend out, rent, sell or in any other way make public the personal data of the Client.
6. DKW Group B.V. is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.
7. DKW Group B.V. will not keep the personal data longer than necessary.
8. The Client is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.
9. The Client agrees that DKW Group B.V. may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Article 30. Newsletter

1. The Client can sign up for the newsletter.
2. The newsletter will keep the Client informed of the latest new and the most recent developments.
3. The Client will receive the newsletter by e-mail.
4. The Client can opt out in writing of though a hyperlink of the newsletter at any time. In this case the Client will receive no more messages.

Article 31. Amendment of the general terms and conditions

1. DKW Group B.V. is entitled to amend the general terms and conditions unilaterally.
2. Amendments will also apply to Contract that are already concluded.
3. DKW Group B.V. will inform the Client by e-mail about the amendments.
4. The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.
5. If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Article 32. Interpretation, translation

1. As well as the original Dutch version of these General Terms and Conditions, there are two other versions of the General Terms and Conditions, translated into English.
2. The Dutch version of the General Terms and Conditions of DKW Group B.V. is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.



Article 33. Applicable law, disputes

1. Dutch law is exclusively applicable to all legal relationships to which DKW Group B.V. is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.
2. The applicability of the Vienna Sales Convention (CISG) is excluded.
3. Disputes between DKW Group B.V. and the Client will only be submitted to the competent court in the Dordrecht district, unless the law mandatorily prescribes otherwise.

Article 34. Location

1. These General Terms and Conditions are filed at the Chamber of Commerce under number 24447109.