

General Terms and Conditions of Sale of:

Amixo B.V.

With its registered office and its business address at Boterberg 18 te (5047 ST) Tilburg, The Netherlands.

CoC no.: 18067461

Article 1. Definitions:

Amixo: Amixo B.V.;

Client: Amixo's client;

Contract: the contract between Amixo and the Client.

Offer: any offer of goods made by Amixo including those made by customised offer.

Goods: items and any services offered by Amixo.

Article 2. Applicability

1. These General Terms and Conditions apply to all of Amixo's legal acts, such as any Offer, confirmation of order and/or assignment, to the Contract between Amixo and the Client, and to all ensuing obligations for Amixo and/or the Client.
2. These General Terms and Conditions also apply to all Contracts between Amixo and the Client for the execution of which third parties need to be involved.
3. Other terms and conditions only apply to the Contract concluded between the parties if and insofar as prior to concluding the Contract, the parties have expressly agreed in writing that such other terms and conditions apply to the Contract. Other terms and conditions only apply to the specific Contract for which such derogations were made.
4. Contrary provisions and/or agreements shall only apply when Amixo has expressly confirmed such provisions and/or agreements in writing. Any contrary conditions of the Client shall not apply to Contracts concluded with Amixo and shall not bind Amixo.
5. If, without making any comment, the Client accepts and retains an Offer or confirmation of a Contract in which reference is made to these General Terms and Conditions, the Client shall be deemed to have agreed to the application thereof.
6. Once a Contract has been concluded with a Client under these General Terms and Conditions, these General Terms and Conditions will be deemed to apply to all of Amixo's subsequent Offers and Contracts with the Client.
7. These General Terms and Conditions also apply to additional Contracts, confirmations of order and assignment, deliveries, as well as changes to these with the Client. In that case the Client is deemed to be aware of these terms and conditions.
8. If Amixo does not always demand strict compliance with these Terms and Conditions, it does not indicate that these Terms and Conditions would not apply or that Amixo would lose the right to demand strict compliance with these Terms and Conditions in future cases, whether they be similar or otherwise.

Article 3. Offers

1. Any Offers, price lists, etc. of Amixo are without obligation and are valid for 30 days, or that much shorter or longer as specified in the Offer.
2. An Offer is based on data provided by the Client, such as drawings and sizes derived therefrom and if necessary on any measurements made by Amixo.
3. The content of all Offers is as accurate as possible, but shall not be binding on Amixo.
4. Any activities not mentioned in the Offer do not fall under the scope of the Contract and may have a price-increasing effect.
5. Offers do not automatically apply to any repeat orders.
6. If the Client does not accept the Offer, Amixo will be entitled to charge the Client for all expenses involved in making the Offer, provided that Amixo has pointed out to the Client the existence of such expenses immediately before or during the request for the Offer.
7. Offers may be withdrawn by Amixo within three days of receipt of the written acceptance thereof.

Article 4. Formation and amendment of the Contract

1. Notwithstanding the right of withdrawal as set out in article 3.7, a Contract is formed between the Client and Amixo as soon as Amixo has received a timely, written and full acceptance of the Offer from the Client.
2. Insofar as the Client accepts the Offer with variations of minor significance, such variations are not part of the Contract between the Client and Amixo and the Contract is formed in accordance with Amixo's Offer, unless Amixo agrees in writing to the variations mentioned by the Client.
3. If Amixo performs any full or partial performance at the Client's request before full agreement has been reached on the primary obligation (Contract), the Client will pay for such full or partial performance on the basis of applicable market rates.
4. If during the execution of the Contract, the proper performance proves to require changing and/or supplementing the activities to be carried out, the Parties will adjust the Contract promptly and in joint consultation.
5. If Parties agree on adjusting the Contract, the date of completion of the execution and/or delivery may be affected. Amixo will notify the Client of this.
6. If execution and/or delivery is delayed due to changes in the Contract, Amixo will be entitled to extend the date of delivery set out in the Contract.
7. Any changes made by the Client in a Contract and/or order shall only be binding upon Amixo after the changes have been confirmed by Amixo in writing.
8. Any expenses that could not be foreseen at the time that an Offer was drawn up and submitted, and/or are caused by the Client making changes to the Contract and/or the order, will be passed on to the Client. Amixo will notify the Client of this.

Article 5. Prices

1. Prices and contract sums set out in Offers and Contracts apply to delivery Ex Works (based on the Incoterms applicable at the time of concluding the Contract), are stated in Euros and exclude VAT, other government levies, and packing, transport and insurance costs, unless explicitly agreed otherwise in writing.
2. If a change in price occurs after concluding a full or partial Contract with the Client, but before completion or delivery of the Goods, such change will not affect the price agreed on for the Goods already ordered if such change occurs within three months of concluding the Contract. After the aforementioned three-month period, Amixo may pass on any change in prices to the Client.
3. With regard to (partial) deliveries arising from a continuing performance contract between Amixo and the Client, Amixo is entitled to determine a new price for each new order, based on which any Goods ordered will be delivered to the Client. Any prices quoted at the start of the continuing performance contract only apply in principle to the first batch of Goods to be delivered by Amixo, which were ordered at the start of the Contract.
4. A combined quotation in an Offer and/or Contract does not oblige Amixo to deliver a part of the Goods referred to in the Offer and/or the Contract at a corresponding portion of the quoted price.
5. Upon concluding a Contract with a new Client, Amixo is entitled to request a down payment.

Article 6. Execution of the Contract

1. Amixo will execute the Contract to the best of its knowledge and ability.
2. If and insofar a proper execution of the Contract so requires, Amixo has the right to have certain activities performed by third parties.
3. The Client will make sure that Amixo is provided with all data that Amixo deems necessary or the Client should reasonably consider to be necessary for the execution of the Contract, in a timely fashion and a form required by Amixo. If Amixo has not been provided with the data required for the execution of the Contract in a timely fashion or in the required form, Amixo shall have the right to suspend the execution of the Contract and/or to charge the Client for the additional costs resulting from the delay and/or late provision of the required information in accordance with normal market rates.
4. The Client is obliged to inform Amixo of facts and/or circumstances that may affect the execution of the Contract.
5. The Client ensures that the data provided are correct and complete. Amixo is not liable for any loss whatsoever suffered, resulting from incorrect and/or incomplete data that the Client has provided to Amixo.

Article 7. Delivery

1. After formation and confirmation of the Contract, Amixo will deliver the Goods ordered as agreed in the Contract. Amixo is entitled to deliver the Goods ordered in instalments. Amixo is entitled to invoice the thus delivered Goods separately.
2. Delivery will be effected Ex Works on the basis of the Incoterms applicable at the time of concluding the Contract, unless otherwise agreed.
3. Delivery times in Offers are indicative and do not entitle the Client to termination and/or compensation in the event such times are exceeded, unless explicitly agreed otherwise.
4. Even if Amixo has specified a delivery date in the Contract, such a date shall only be indicative. A specified delivery date or delivery period shall therefore never be a final deadline. If the delivery date is exceeded, Amixo shall not be in default until it has been declared in default by the Client in writing and after it has been given the opportunity to meet its obligations.
5. The stated delivery time shall only commence after all formalities required for the start of the activities have been fulfilled, and Amixo has been provided with the required information, data and/or documents by the Client.
6. If, according to the Contract, the Client has to make a prepayment/down payment, the delivery time shall only commence after Amixo has received such payment.
7. Amixo is entitled to commence the execution earlier and/or to proceed to deliver the Goods earlier, unless expressly stated otherwise in the Contract.
8. The Client shall bear the costs and risk of dispatch, delivery, collection, storage and other activities in connection with the Contract, performed for the Client by or on the orders of Amixo, unless expressly stated otherwise in writing.
9. If the Client refuses to accept the delivery of the Goods or fails to provide the information required for the execution of the Contract and/or the delivery, Amixo will be entitled to store the Goods at the expense and risk of the Client.
10. Amixo is not bound by a required delivery date if the Client states such a date in an order. Amixo will inform the Client about the actual delivery date after it has been determined by Amixo, unless a delivery date has been agreed in the Contract.
11. In the event of a delay in the delivery compared to the determined delivery date, time or period as referred to in the previous article, Amixo will inform the Client thereof. Unless there is gross negligence on the part of Amixo, the Other Party is not entitled to terminate the Contract in full or in part when the delivery period, date and/or time is/are exceeded.
12. Notwithstanding the other provisions in these Terms and Conditions regarding the delivery period, date and/or time, such period/date/time will be extended by the duration of the delay arisen on the part of Amixo as a result of the Client's failure to fulfil any obligation arising from the Contract, or assistance to be required from the Client with regard to the execution of the Contract.
13. Amixo is free not to load Goods coming under the Carriage of Dangerous Substances Act, if Amixo finds that the means of transport does not meet the provisions of this act. Amixo will then be allowed to suspend its obligations until such time as the Client or transporter has met the relevant conditions. All expenses arising from any such suspension shall be borne by the Client.

Article 8. Purchase obligation

1. The Client is obliged to render assistance in or to demand assistance from third parties for the execution of the Contract and Amixo's performance thereof, expressly including the obligation to purchase the processed Goods.
2. If delivery is delayed or postponed owing to circumstances at the expense and risk of the Client, the Client will be charged storage costs effective from two weeks after the written notification that the Goods are ready for dispatch. Storage costs will be charged according to the prices used by Amixo for the letting of pallet slots and will be charged per calendar month, whereby part of a calendar month may count as a whole month.
3. In the event that Goods to be processed by Amixo are provided to Amixo by or on behalf of the Client before the agreed date, storage costs will be charged in the manner set out in the previous subclause.

4. Purchase is deemed to have been refused if the ordered Goods have been offered to the Client and/or to a third party designated by the Client, but delivery has proved to be impossible in Amixo's opinion, as a result of which the Client will immediately be in default without further notice of default being required. The day on which the Goods are refused shall apply as the delivery date of the Goods.
5. Any expenses resulting from the refusal to purchase shall be borne by the Client, notwithstanding Amixo's other rights in respect of such failure on the part of the Client. Amixo takes these expenses to expressly include a storage fee in conformity with article 8.2.

Article 9. Samples and models and the like

1. If a sample or model has been shown or provided to the Client, this is presumed to have been provided merely as an indication without the Goods being required to meet such sample or model, unless and insofar as it is expressly agreed that the Goods will correspond to such sample or model.
2. Pictures, drawings, data on size and weight, and/or other data provided by Amixo are presumed to have been provided merely as an indication, unless and insofar as the Contract or Offer expressly stipulates that the data are binding.
3. If, by order of the Client, Amixo moulds, manufactures and/or purchases items required for the execution of the Contract, the Client shall be obliged to purchase these items and to ensure full payment thereof. The Client is obliged to immediately test any samples/specimens of the special items after receipt thereof.

Article 10. Inspection, complaints and warranty

1. Goods are delivered without the right of return, subject to the provisions included in this article.
2. The Client is obliged to check the quantity of the Goods delivered upon delivery. The Client must submit any complaint as soon as possible, in any case within 48 hours after receipt of the Goods delivered. If the Client does not submit a complaint within 48 hours at the latest, the quantities stated in consignment notes, delivery notes, invoices or any such documents shall apply as correct.
3. If the Goods have been processed in whole or in part, they will be deemed approved and Amixo's liability for those Goods ends, unless any defect can only be (demonstrably) ascertained through or during the processing of those Goods.
4. Complaints about invoices must be submitted in writing within eight days after the invoice has been sent. The Client is not allowed to suspend or set off any payment obligation against a counterclaim.
5. Any other complaints must be reported to Amixo in writing no later than within eight days after receipt of the Goods or after any defects have been or could have been found by the Client.
6. The Client must report any complaints to Amixo directly and in writing, precisely stating the nature of and the reason for the complaints. At Amixo's request, the Client must provide Amixo digitally with photos demonstrating such complaint. Amixo must be given the opportunity to examine the Client's complaint.
7. If the Client wishes to return defective Goods, such may only be done following Amixo's written consent in the manner specified by Amixo. Without its prior consent, Amixo is under no obligation to accept a return shipment.
8. If Amixo considers a complaint justified, Amixo is only obliged to replace the relevant Goods (free of charge). Amixo is not held to any further obligations, such as compensation, unless there is intent and/or gross negligence on the part of Amixo. In the event of replacement of Goods and if Amixo so requires, the Client undertakes to return the Goods to be replaced to Amixo and to grant Amixo title to the Goods.
9. If, pursuant to the above, a complaint is submitted in a timely fashion, the Client continues to be obliged to accept and pay the Goods bought. The Client will not be entitled to suspend or set off any payment.
10. In the absence of any report of complaints regarding defects and/or deficiencies as set out in this Article, the Client cannot claim replacement, repair, compensation and/or termination. In any case the right to replacement, repair, compensation and/or termination shall lapse two months after delivery.

11. The right to replacement, repair, compensation and/or termination does not apply when a defect has arisen as a result of inexpert or improper use, or when the Client or third parties have made changes to or tried to make changes to a Good for purposes for which the Good is not intended without Amixo's written consent.

Article 11. Payment

1. Payment must be made in Euros and within three weeks of the invoice date or within the period stated in the invoice, in a manner specified by Amixo. Any objections to the (amount of the) invoice shall not suspend the Client's payment obligation.
2. If delivery is made in instalments, each instalment may be invoiced by Amixo separately.
3. If payment is not made before the due date, the Client shall be in default without notice. From that moment onward the Client shall owe 1.5% interest per month to be calculated cumulatively over the principal sum, notwithstanding Amixo's right to statutory (commercial) interest or any further relevant rights to which Amixo is entitled. With regard to this matter, parts of a month will count as a whole month.
4. In the event of the Client's liquidation, bankruptcy or a suspension on payments, the claims on the Client shall be immediately due and payable.
5. If Amixo institutes extrajudicial measures in the event of the Client's breach of contract, all costs thereof shall be borne by the Client. This is related to at least the costs of the principal sum in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree of 1 July 2012.
6. Amixo has the right to have the payments made by the Client firstly serve to settle the costs referred to in Article 8.5, then the interest that has fallen due and finally to the principal sums outstanding for the longest time and the current interest. Amixo may, without being in default as a result, refuse an offer for payment if the Client indicates an alternative sequence of settling debts.
7. The Client is not allowed to set off any claims on Amixo against any amounts charged to the Client by Amixo, unless Amixo has acknowledged the Client's counterclaim unconditionally and in writing.
8. Amixo has the right to suspend delivery of Goods if and as soon as the Client defaults in the payment of a sum of money under previous contracts with Amixo.
9. Amixo shall at all times be entitled to demand security from the Client for the proper and timely fulfilment of its payment commitments.

Article 12. Retention of title

1. Any Goods delivered by Amixo, including designs, sketches, drawings, samples, models, films, software, (electronic) files, etc., shall remain the property of Amixo until such time as the Client has fulfilled all its obligations towards Amixo, including interest and costs.
2. Any Goods provided by Amixo that come under the retention of title as referred to in this article may only be sold on as part of ordinary business operations and never be used as means of payment. Until the Goods delivered have been fully paid, they shall not be available for pledging or any other mode of encumbrance.
3. The Client is obliged to store Goods delivered under retention of title with due care and as the recognisable property of Amixo.
4. The Client undertakes to insure the Goods against damage caused by fire, explosion and water for the duration of the retention of title, as well as against theft, and to submit the policies of this insurance to Amixo for inspection on Amixo's demand. The Client is not allowed to give any claims on his insurer in pledge to third parties as referred to in this paragraph, nor to provide them to third parties as security in the broadest sense. All claims of the Client against the insurers under the aforesaid insurances will, on Amixo's demand, be pledged to Amixo by the Client as an additional security for Amixo's claims against the Client. Any payments made in respect of damage and loss of the items referred to in this article shall take the place of the relevant items and accrue to Amixo.
5. Insofar as Amixo has other claims on the Client and Amixo has delivered Goods to the Client on which retention of title cannot be exercised, the Client creates a non-possessory pledge on these Goods by way of security for its obligations in favour of Amixo, and Amixo will accept this non-possessory pledge. On Amixo's demand the Client will sign a deed creating the right of pledge. The Client guarantees that he is authorized to pledge the items and that, apart from Amixo's rights, no pledges or restricted rights are attached to the Goods.

6. If the Client resells the Goods to which a retention of title and/or right of pledge are attached in favour of Amixo, the Client is obliged to create a right of pledge on the claim arising from the sale against such debtor on Amixo's demand.
7. If third parties attach Goods supplied under retention of title or wish to create or enforce rights on them, the Client will be obliged to notify Amixo thereof as soon as may reasonably be expected.
8. In the event that Amixo wishes to exercise the property rights referred to in this article, the Client will give Amixo or third parties to be designated by Amixo unconditional and irrevocable permission to enter all those places where Amixo's properties are located and to repossess those items.
9. If Goods are repossessed by Amixo within the scope of this article, the value of these Goods will be deducted from the outstanding invoice amounts to be paid by the Client. Amixo has the right to determine the value of the Goods when they are repossessed and will assume the market value then applicable.
10. All and any costs related to creating and exercising all acts required in connection with the retention of title and the right of pledge shall be borne by the Client.

Article 13. Security

1. If Amixo has good grounds for fearing that the Client will not fulfil its obligations under the Contract, Amixo will be entitled to suspend its obligations before or during the performance of the Contract until such time as the Client has provided security at the request and to the satisfaction of Amixo for the fulfilment of all its obligations under the Contract.
2. After the security period set by Amixo has expired or security has been refused, the Client shall be in default by operation of law and Amixo may terminate the Contract without judicial intervention by means of a written statement addressed to the Client and take back any Goods already delivered, notwithstanding its rights to reimbursement of expenses, interest and loss, including loss of profit.

Article 14. Suspension and termination

1. For as long as payment has not been made and the Client is and/or will be in default, Amixo may immediately reclaim any Goods supplied, without prior notice of default being required. To this end the Client will grant Amixo the authority to enter its land and buildings. The Contract may then be deemed terminated by Amixo without judicial intervention, notwithstanding Amixo's right to claim reimbursement of costs, loss and interest.
2. Amixo shall at any rate be entitled to suspend its obligations in whole or in part and/or terminate the Contract out of court and without the obligation to pay compensation, if:
 - a. the Client has failed to fulfil a material obligation of the Contract;
 - b. the Client fails to fulfil a statutory obligation or an obligation on any other ground towards Amixo;
 - c. the Client is declared bankrupt, has been granted a suspension on payments, whether provisionally or not, a similar scheme has become applicable to the Client, or the Client has otherwise lost in whole or in part the free management or the free disposition of its assets, irrespective of whether such condition is irrevocable;
 - d. the Client has offered a settlement outside bankruptcy, suspension on payments or other similar settlement to its creditors;
 - e. the Client has ceased to exist or has been dissolved.
3. Besides its right to suspension and/or termination, Amixo reserves its right to full compensation of the damage it has sustained.
4. If the Contract is terminated, Amixo's claims on the Client will be immediately due and payable.

Article 15. Liability

1. The Client can only hold Amixo liable for a direct loss constituting an immediate, direct result of failure in the performance of its obligations attributable to Amixo under the Contract.
2. Amixo is not liable for (i) indirect loss (including but not limited to direct trading loss, consequential loss, loss of profit, missed savings and/or business interruption loss) and (ii) loss that could reasonably have been prevented and/or limited by the Client. Another condition for liability is that immediately after the discovery of the failure, the Client notifies Amixo thereof in writing and grants Amixo a reasonable term to remedy the failure.

3. Amixo is not liable for the damage sustained by the Client and/or a third party insofar as such damage results from:
 - a. not using the Goods supplied in accordance with their nature and intended use;
 - b. a failure to observe the instructions and other directions provided by Amixo;
 - c. the Client or third parties making or trying to make changes to a Good supplied without Amixo's written permission;
 - d. breach of patents, licences or other rights of third parties as a result of data provided by or on behalf of the Client;
 - e. short-circuit, water damage, lightning strikes, damage caused by fire or smoke, power failures, failures in telecommunications connections and all other causes for which Amixo cannot be blamed or that are not at Amixo's risk;
4. If Amixo were to be liable for any loss, Amixo's liability shall be limited to no more than the invoice amount, or to that part of the Contract to which the liability is related, or to re-delivery of Goods, such at Amixo's discretion and insofar as Amixo is able to deliver similar Goods. Where applicable, liability shall at all times be limited to no more than the amount paid by the third-party insurance plus the excess in the matter concerned.
5. The conditions, exclusions and restrictions of liability as set out in the present General Terms and Conditions are equally stipulated for and in the interest of Amixo employees and anyone else called in or used by Amixo for the purposes of the formation and performance of the Contract, as well as for and in the interest of those parties from whom Amixo procures Goods.
6. If and insofar as the Client has insured any risk attached to the Contract, it is obliged to claim any loss under such insurance and to indemnify Amixo against recovery claims from the insurer.
7. Within the context of claims from third parties the Client is obliged to indemnify Amixo against compensation for loss, in respect of which Amixo's liability in the relationship with the Client is excluded in these General Terms and Conditions.
8. In any case, the Client undertakes to provide the Goods and/or the Goods/packaging in which products of Amixo have been processed and/or for which products of Amixo have been used with clear directions for use in the language of the country where the Client will market the Good – unless directions for use are included by Amixo that must not be removed – which warn against the risks in both normal use and improper use of the relevant Goods and/or packaging.

Article 16. Risk transfer

1. The full risk of loss, theft and damage with regard to the Goods will pass to the Client at the time of delivery, even when the ownership has not yet been transferred to the Client.
2. The Goods will also be at the risk and expense of the Client from the moment the Client fails to perform an act related to assisting in the delivery of the Goods. In that situation Amixo has the right to store the Goods or to have the Goods stored during a reasonable term at the risk and expense of the Client.

Article 17. Packing material

1. Costs related to packing material that can be used by Amixo several times for the supply and/or delivery of Goods, such as packaging, pallets, etc., are charged separately by Amixo on the invoice at the same time as the Goods supplied.
2. Soon after receipt of such material, Amixo will send the Client a credit note for returned packing material as referred to in the first paragraph. Amixo does not pay compensation for packing material returned in a poor condition.

Article 18. Force majeure

1. If a party wants to invoke force majeure, it must inform the other party immediately in writing and in any case within the period stipulated in respect of the fulfilment of its obligation of the threat of the failure and the cause thereof.

2. There is force majeure on the part of Amixo, if after concluding the Contract and as a result of incidents beyond Amixo's control – such as war, the threat of war, civil war, terrorism, revolt, acts of war, fire, water damage, flooding, industrial action, sit-down strike, lockout, import and export restrictions, government measures, defects to machines, failures in the power supply, all these at Amixo's plant and at those of third parties from which Amixo must procure the required materials, raw materials or Goods in whole or in part, as well as in the event of storage or during transport, whether or not under its own management – Amixo is prevented from preparing for or fulfilling its obligations under such Contract, and furthermore because of all other causes emerging through no fault of Amixo or beyond its control.
3. Amixo also has the right to invoke force majeure, if the circumstance preventing (further) fulfilment commences after Amixo should have fulfilled its obligation.
4. The Parties may suspend the obligations under the Contract during the period that the force majeure continues. If this period exceeds one year, either party will be entitled to terminate the Contract by registered letter. If fulfilment is permanently impossible as a result of force majeure, either party may terminate the Contract with immediate effect. In case of termination Amixo is not obliged to compensate the Client for any loss.
5. To the extent that Amixo has partly fulfilled its obligations under the Contract or will be able to fulfil its obligations, Amixo is entitled to invoice the part already fulfilled or the part to be fulfilled separately. The Client is obliged to pay such invoice as if it were a separate Contract.

Article 19. Intellectual property and copy rights

1. Without prejudicing the other provisions in these General Terms and Conditions Amixo reserves the rights and powers to which Amixo is entitled under the Copyright Act.
2. The Client is not allowed to make changes to the Goods, unless the nature of the Goods delivered dictates otherwise or the parties have expressly agreed otherwise.
3. The Offers, designs, sketches, drawings, films, software and/or other materials or (electronic) files created by Amixo under the Contract remain Amixo's property, irrespective of whether they were submitted to the Client or to third parties, and irrespective of whether costs were charged to the Client, unless explicitly agreed otherwise.
4. All and any documents provided by Amixo, such as Offers, offers, designs, sketches, drawings, films, software and/or other materials or (electronic) files, are exclusively intended for use by the Client and must not be multiplied, published or made known to third parties without Amixo's prior approval, unless the nature of the documents provided dictates otherwise.
5. If under the terms of a Contract, Amixo produces Goods at the instructions and by order of the Client, the Client guarantees Amixo that Amixo does not infringe any third party's intellectual property rights. The Client indemnifies Amixo against all third party claims in connection with any infringement.
6. Amixo reserves the right to use any knowledge acquired during the performance of the Contract for other purposes, insofar as confidential information is not made known to third parties.

Article 20. Confidentiality

1. The Client must handle the data and/or information from offering documents and/or the Contract confidentially and must not apply them for personal use or for use by third parties, or disclose them to third parties. This also applies to all of Amixo's (business) data or any other information received from Amixo in connection with the Contract. The Client ensures that the said data and information are not used, copied, shown or made known to third parties other than with Amixo's written approval, unless the Contract expressly states otherwise.
2. In the event of a breach of the obligation included in the preceding paragraph, the Client owes Amixo an immediately payable penalty which is not subject to judicial mitigation of €10,000, notwithstanding Amixo's right to claim compensation.
3. If, pursuant to a statutory provision or a decision of the court, Amixo is obliged to issue confidential information to third parties designated by law or the competent court, and Amixo is unable to claim the right to refuse to give evidence acknowledged or permitted by law or the competent court, Amixo is not obliged to pay compensation or indemnification and the Client is not entitled to termination of the Contract because of any resulting loss.

Article 21. Transfer

1. In the event that Amixo transfers its rights and obligations under the Contract and these General Terms and Conditions to a third party, Amixo will inform the Client thereof in a timely fashion.
2. The Client is not entitled to transfer its rights and obligations under the Contract and these General Terms and Conditions without Amixo's prior written approval.

Article 22. Other provisions

1. These General Terms and Conditions can only be modified or supplemented in writing.
2. If any provision of these General Terms and Conditions is void or voidable, the other provisions of these General Terms and Conditions will remain fully enforceable. If any provision of these General Terms and Conditions or of the Contract is not legally valid, the parties will negotiate the content of a new provision, which provision will be as similar as possible in content and purport to the original provision.
3. The Contract and the General Terms and Conditions, including all disputes related to the Contract or the General Terms and Conditions, are exclusively governed by Dutch law. The Vienna Sales Convention on the International Sale of Goods (CISG) does not apply.
4. Any disputes in relation to the Contract or these General Terms and Conditions, including disputes regarding the existence and validity of the Contract or these General Terms and Conditions, will be settled by the competent court in the first instance of the Court of Zeeland-West-Brabant, Breda location, such except to the extent that mandatory rules of competence would preclude this choice.
5. If the provisions in these General Terms and Conditions are contrary to the Contract concluded between Client and Amixo or any other written agreements between the Client and Amixo, the provisions of the Contract and the agreements made between the Client and Amixo shall prevail over the provisions in these General Terms and Conditions.