

General Terms and Conditions MTD International B.V. applicable since 03-04-2014

Article 1 – Applicability

1.1 These Terms and Conditions apply to all enterprises that are part of MTD Nederland bv, including MTD International bv, hereinafter referred to as: “MTD”, offers made, activities, legal acts and Agreements concluded relating to the renting, leasing and provision of goods and/or services, unless expressly agreed otherwise in writing by the Parties. The Client/Leaseholder shall be deemed to be aware of and agree to these Terms and Conditions.

1.2 Any reference to other rental conditions or other Terms and Conditions has no legal effect. Applicability of any Terms and Conditions of a Client/Leaseholder is explicitly rejected. MTD does not recognise any Terms and Conditions of the Client/Leaseholder, except after separate written acceptance thereof by MTD.

1.3 Should any provision of these Terms and Conditions be fully or partially contrary to any provisions of mandatory law, the rest of these Terms and Conditions will remain in effect without prejudice. With regard to the invalid or nullified provisions, MTD will establish new provisions in consultation with the Client that are most consistent with the spirit and intent of the invalid or nullified provisions.

1.4 Any deviation from these Terms and Conditions, at any time, implemented or accepted by MTD in favour of the Client/Leaseholder, does not give Client/Leaseholder the right to appeal to this deviation in relation to new contracts, or to claim the implementation of such a deviation as an established part of his transactions with MTD. 1.5 Unless expressly agreed otherwise, the Client/Leaseholder cannot rely on customary law or industry convention to modify any provision of the Agreement and these Terms and Conditions.

Article 2 – Definitions and descriptions

2.1 In these General Terms and Conditions, the following definitions and descriptions apply:

a) Offer: an offer or quotation submitted to the Client in any form or under any name whatsoever; b) Design: the designs, models, objects, and/or work (drawings and/or other material matters with an original character) to be delivered; c) Products: components, ingredients, materials and additives, regardless of version or name given to them, whether or not produced on the basis of a design; d) Method: a method, manner of construction or procedure, regardless of its form or name; e) Contract: a contract or order, placed in whatever form or under any name whatsoever; f) Client: leaseholder or Client, or prospective leaseholder or prospective Client; g) Rental period: the period which commences at the time when the products to be provided or used leave the industrial site of MTD and which ends when the products to be provided or used are returned to the industrial site of MTD.

2.2 When these Terms and Conditions refer to the performance of work, this should also be taken to mean (if applicable) the manufacturing and delivery of goods, the transportation of goods, the provision of services, and the conclusion of Agreements;

2.3 The term “Business Day” refers to a calendar day unless this day is on a day of rest, holiday, vacation day or other non-individual day off as recognised locally or in general, or as stipulated by the government or the Collective Labour Agreement, starting at 8 am and ending at 5.30 pm.

Article 3 – Formation of the Agreement

3.1 The Client may request a written proposal from MTD at any time based on the requirements as expressed in the request concerning the work to be performed and/or the products and/or services to be provided by MTD in the Rental period.

3.2 Subsequently, MTD will either submit a quotation to the Client or notify the Client that MTD is unable to make an offer. MTD reserves the right to change prices and offers as long as no Agreement has been concluded. All Agreements entered into by MTD apply for the duration of the Rental period. Within the validity period specified in the proposal, or if no period of validity is indicated within fourteen days following the date of the proposal, the Client must inform MTD in writing whether or not they accept the proposal, or would like to have further consult with MTD. If the Client does not respond within the indicated period, MTD may withdraw or modify the proposal.

3.3 All offers and Agreements are made under the suspensive condition that the Client is creditworthy and that the Agreement may be transferred to a credit insurance company, factoring company or a similar enterprise by MTD if required.

3.4 Acceptances that differ from the contents of the offer made by MTD shall be construed as a rejection of the offer and as a new offer to which MTD is not bounded, unless a competent employee of MTD has approved these differences in writing. This applies even if the acceptance deviates from the offer on minor points only.

3.5 Apparent mistakes and/or clerical errors in quotations release MTD of its compliance obligations and/or consequential damages, even after the conclusion of the Agreement.

3.6 Weight, size, and price quotations, images, drawings, etc. as included in catalogues, circulars, leaflets etc. supplied by MTD, as well as in the advertisements it places, or in any other information otherwise disclosed by MTD regarding work to be performed by MTD shall never be binding to MTD and are intended only to provide the Client with a general idea of what MTD offers.

Article 4 – Cancellation

4.1 If the Client wishes to cancel the Agreement, he shall notify MTD of this in writing as soon as possible. Cancellation must take place no later than seven (7) days after the acceptance of the quotation. If it is necessary for the implementation of the Agreement to ship materials, cancellation must take place one month prior to the commencement of the Rental period.

4.2 In case of timely cancellation, 50% of the total agreed price will be charged to the Client, increased by all costs related to the cancellation as incurred, or to be incurred, by MTD. In the event of overdue cancellation, the Client will owe the total agreed price, increased by all costs related to the cancellation as incurred, or to be incurred, by MTD.

Article 5 – Contract sum/ rates/ prices

5.1 The prices quoted by MTD are exclusive of VAT and any governmental levies or taxes.

5.2 All levies – by whatever name and in the broadest sense – imposed by the Dutch government or by a foreign government with regard to the work performed by MTD shall be borne solely by the Client. If, under the applicable (tax) government regulations, the Client is

held to deduct a portion of the contract sum, the Client shall be obliged to compensate MTD for an amount equal to the amount that he must deduct under the applicable (tax) government regulations, in such a manner that MTD will at all times receive the full amount payable by the Client.

5.3 MTD is entitled quotation, including (but not limited to) an increase in the cost of services required for the implementation of the Agreement, salary increases, the introduction of new government levies or an increase of existing ones. MTD will notify the Client of the price increase without delay. In the event of a price increase by MTD, the Client is entitled to terminate the Agreement. In case of termination, the Client shall be held to compensate MTD for the costs incurred by MTD as well as a portion of the agreed price, based on the work already performed.

5.4 For the work to be performed by MTD, the Client and MTD may agree upon a fixed contract sum or hourly rates based on, with exclusion of additional work which will or may be performed, this will be calculated afterwards/

5.5 If the proper performance of the work by MTD or the delivery or availability of products and/or services is complicated, for example due to a change in safety regulations or a change in other circumstances, MTD will be entitled, after prior consultation with the Client, to modify or supplement the contents of the Agreement accordingly at its own discretion. However, the then to be delivered performance may not differ substantially from the formerly agreed performance. If a fixed price has been agreed, MTD will notify the Client in advance if the modification or supplementation of the Agreement will result in the agreed price being exceeded. The Client will then be obliged to pay to MTD the excess amount referred to above.

Article 6 – Obligations MTD

6.1 In the course of performing its work, MTD is held to observe all Dutch government regulations, particularly safety regulations. MTD shall not be liable for the consequences of deviating regulations in other countries.

6.2 MTD will perform the agreed work according to the requirements of good workmanship and is obliged to do its work well and reliably in accordance with the provisions of the Agreement.

6.3 In the course of performing its work, MTD will comply with the drawings and/or specifications and/or instructions provided by the Client, if and insofar as these are in accordance with Dutch government regulations to be observed.

6.4 MTD will perform the work in such a way that the assembled material is suitable for the purpose that has been agreed upon in writing at the time of the acceptance of the Agreement, or that has been stated in writing, if and insofar as it is in accordance with applicable Dutch government regulations.

Article 7 – Obligations Client

7.1 The Client is obliged to provide all information to MTD that could be relevant within the framework of the implementation of the Agreement. The Client must not only provide the information that is requested by MTD, but also any other information of which he can or

should reasonably know that it is important to the implementation of the Agreement. 7.2 If the Client does not provide the information referred to in clause

7.1 (in time), MTD has the right to suspend its obligations under the Agreement until the information has been provided. The additional costs resulting from such a delay shall be borne by the Client. If the information requested by MTD, is not (fully) provided by the Client, despite of repeated requests from MTD, MTD has the right, without prior notice, to terminate the Agreement. In such an event, MTD shall never be liable for damages. The Client shall be fully liable for damages towards MTD in that case.

7.3 The Client is responsible for making certain that, or will ensure at his own risk and expense that: a) any drawings and/or specifications and/or instructions on the basis of which MTD performs its work are verified and specified dimensions and other details have been checked; b) the work which relates to, but does not properly belong to, the assignment taken on by MTD is performed in a proper and timely fashion; c) his own rules and instructions are in the possession of MTD in time for the commencement of the work, in default of which MTD will not be held to such rules and/or instructions; d) all obstacles located on the site will have been removed before the commencement of the work; e) the work site is accessible to MTD's means of transport; f) the Client is in possession of all necessary permits for the work; g) the Client observes all applicable government regulations, particularly safety regulations; h) the required power connections are available within a reasonable distance and reasonable working conditions are present in the area where the work is performed; i) the work can proceed without interference, in particular, that no other work is undertaken that may prevent an intact assembly and/or disassembly; j) the supplied but not yet assembled materials, as well as tools, can be stored in an area that is accessible to MTD and is appropriate for the storage of such items; k) there are adequate facilities available to the staff of MTD, free of charge. This should include – but not be limited to – sanitary, parking, resting and sleeping facilities; l) the realisation of the main connection point(s) and sewage discharge point(s) has been properly applied for, provided in a timely manner, and paid for, including any sewage, cleaning and environmental costs charged by utility companies; m) the water temperature in the materials supplied by MTD is monitored daily. Water intended for human consumption must never exceed a temperature of 24 degrees Celsius.

7.4 The Client must ensure that MTD has detailed information about underground obstructions and utility lines – in the broadest sense – as necessary for the performance of the work. Damage and consequential damage to utility lines and/or other underground obstructions which have not been reported, shall be borne by the Client.

7.5 Any third party wishing to exercise any right with respect to the provided/leased items – the Tax Authorities in particular – must be given immediate access to these Terms and Conditions by the Client, in order to prove that the leased items are the property of MTD.

7.6 The Customer is not allowed to remove, cover, change (or have changed) or damage the marks, numbers, names and/or other markings affixed to the provided/leased items, or to add thereto. Any necessary or desired changes to the provided/leased items may only be applied by MTD or by a third party designated by MTD.

7.7 The Client may not rent, pawn, make available to third parties, encumber or transfer the provided/leased items – all in the broadest sense, without the prior written consent of MTD.

7.8 The Client is obliged to have the provided/leased items be operated by qualified personnel who carefully observe all MTD instructions.

7.9 The Client must ensure that all safety precautions imposed by MTD are observed. In addition, the Client must also observe all safety precautions that could be required from a fairly proficient user of the provided/leased items acting reasonably. This may entail that he must make certain that additional safety warnings are installed, fences are placed and/or security personnel is hired at or near the provided/leased items.

7.10 The Client is responsible for the daily maintenance during the Rental period. If the Client has any questions and/or uncertainties with regard to this maintenance, he must contact MTD immediately. The costs of this daily maintenance are borne by the Client.

7.11 The Client must take out proper insurance against fire, theft, earthquakes, floods, hail, storm and vandalism with an insurance company of good name and reputation at the time of the implementation of the Agreement. Prior to the commencement of the Rental period, the Client shall provide MTD with proof of the insurance contract(s) and the premium payment.

7.12 The Client is obliged to take all measures necessary to ensure the safety of the MTD employees and others in the performance of their duties on behalf of the Client and at the location designated by the Client.

7.13 If MTD, or one of its employees, finds that there is toxic material present at the place where the work is performed, or another dangerous situation may arise, the Client shall ensure that immediate action be taken as legally required and in force on that date, to eradicate the dangerous situation and so make certain that the implementation of the Agreement can take place in a safe manner again.

7.14 The Client shall enable MTD, its representatives or its insurers, at all reasonable times to inspect the MTD items which are in the possession of the Client. MTD will carry out this inspection in a way that will hinder the Client as little as possible.

Article 8 – Water quality

8.1 The Client declares that the quality and capacity of the water at the intake point complies with the provisions of the Water Supply Decree. At the request of the Client, MTD will provide the Client with a copy of this Water Supply Decree.

8.2 The Client is considered to be the (temporary) owner/operator of a public water supply system.

8.3 MTD shall not be liable for any damages arising from interruptions, failures or changes in the quality of the water.

8.4 The Client hereby gives permission to the MTD to perform additional examinations of the water quality and to take measures with regard to the water quality where necessary. The costs arising from this additional work shall be borne by the Client.

8.5 If and insofar as MTD has reasonable grounds to doubt the quality of the water, it has the right to cease its operations or to render the equipment delivered by MTD inoperative. This does not release the Client from his financial obligations towards MTD.

8.6 The Client acknowledges that he is aware of the hazards of Legionella and therefore knows that hot water systems in which the water temperature is between 24 degrees Celsius and 60 degrees Celsius may pose a danger to public health. The Client must take all measures that may be reasonably required of him, or that are imposed on him by the government, in order to prevent contamination hazards due to Legionella.

8.7 If and insofar as equipment that has not been supplied by MTD is connected to items supplied by MTD, MTD will not guarantee compatibility.

8.8 Equipment and/or systems belonging to the Client must meet the following requirements: a) They must have a Water Products Inspection Department (KIWA) quality mark or be accompanied by a KIWA test report. The requirements as established by KIWA will be sent to the Client upon request. b) They should not damage or endanger – in the broadest sense – MTD products and must comply with the General Regulations for Water Installations (AVWI) as well as the related worksheets from the Association of Dutch Water Companies (VEWIN). The requirements as established by AVWI and VEWIN will be sent to the Client upon request. c) The Client shall fully cooperate with MTD in obtaining water samples and/or inspecting the connected devices and the materials used.

Article 9 – Times and deadlines

9.1 Unless it unequivocally arises from the Agreement that the agreed times should be considered a strict deadline, the specified dates and times are approximate and exceeding them will not entitle the Client to damages and/or give him the right to terminate the Agreement.

9.2 The Agreement entered into between the parties is based on a performance under normal (labour and weather) conditions and during regular working hours. A business day is considered unworkable when a majority of the workers is unable to work for at least two hours on that day due to causes beyond the control of MTD. In that case MTD has the right to extend the deadline by which the work will be completed or to impose additional surcharges on the Client (as defined in Article 5.6) for any overtime work that is required for a timely delivery. It is up to the Client to decide whether he wishes to extend the delivery period or to attempt meeting the original deadline through overtime work. If it is not possible to meet the deadline through overtime work, MTD is entitled to extend the deadline. This extension also applies in case of circumstances or changes in the Agreement on account of the Client.

Article 10 – Subcontracting

10.1 MTD is authorised at all times, without the permission of the Client being required, to outsource all or part of the work to third parties.

10.2 MTD is authorised at all times, without the permission of the Client being required, to transfer to third parties all rights and obligations arising from the Agreements into which it has entered.

Article 11 – Delivery, risk and liability

11.1 MTD guarantees that the provided/leased items to be used for the implementation of the Agreement are in good condition and properly maintained at the start of the Rental period.

11.2 From the time that MTD has delivered the designs and/or products, entirely or in part, to the location or place of delivery, or from the time that the materials leave the MTD depot, the Client will be liable for theft or damage thereof (irrespective of the cause).

11.3 Unless otherwise agreed, the Client shall not use the work performed/the materials used for purposes other than those for which they are intended under the Agreement with MTD. The Client shall take all necessary measures in order to maintain the provided/leased items and to prevent them from damage, loss, destruction, etc. Instructions by MTD should be observed.

11.4 The Client may not make changes to the work to be performed/the assembled materials without the consent of MTD.

11.5 Agreements with, or statements made by, persons employed by MTD, subcontractors or other persons in connection with the work performed (or to be performed) by MTD, are binding to MTD only if those persons are competent to do so, or if and insofar as the management of MTD has confirmed the oral or written Agreement in writing.

11.6 If and insofar as MTD is liable for damage, MTD is only obliged to compensate the damage equal to the amount of the Offer/ Agreement, if this is not sufficient MTD is obliged to compensate the amount for which MTD is insured and up to the maximum amount for which insurance coverage that is provided. MTD is never liable for indirect and/or consequential damage, including lost profits.

11.7 If an event occurs that causes, or could have caused, damage to the products, the Client will notify MTD thereof within twenty-four hours and will provide MTD with all information that is relevant to this event. In addition, the Client will have a police report made by the local police department in the event of theft, loss or damage. The Rental period will continue until the moment at which the damage has been settled.

11.8 If after the conclusion of the Agreement the location where the Agreement is implemented proves to be contaminated or the construction materials that result from the work are contaminated, the Client is liable for the consequences resulting from the performance of the work. Unless this due to gross negligence of MTD.

11.9 If in the course of implementing the Agreement MTD causes damage to items belonging to the Client or to any third party, which damage necessarily arises from the implementation of the Agreement and is therefore unavoidable, MTD shall not be liable for such damages. The Client indemnifies MTD from any liability with respect to such claims by third parties.

11.10 The Client's liability mentioned in this Article does not lapse in the event that MTD has failed to meet its warning obligation or has otherwise been deficient in its expertise or diligence. 11.11 In accordance with Article 7 of these General Terms and Conditions, MTD is not liable for damages caused by MTD relying on incorrect and/or incomplete information, unless the incorrectness of this information should have been understood.

Article 12 – Technical support, advice and designs

12.1 If MTD provides services to the Client such as developing designs, making assembly calculations, creating work drawings, providing information to business relations or contacts

of the Client, visiting construction sites, performing inspections or conducting meetings, MTD is entitled to charge the Client separately for extra costs, unless otherwise agreed.

12.2 In accordance with Article 14 of these General Terms and Conditions, the Client shall not copy, disclose to third parties, publish or use any information regarding designs used by MTD, proposed work method or proposed construction method, without the express written permission of MTD.

Article 13 – Contract variations

13.1 Settlement of contract variations will occur: – In case of changes to the Agreement or its conditions for implementation; – In case of deviations from the amounts of provisional sums; – In case of deviations from deductible amounts/estimated amounts; – In case of extension of the implementation period as referred to in Article 9.

13.2 Provisional sums are amounts stated in the Agreement that are included in the price and intended for either the purchase of items, or the purchase of construction materials and the processing thereof, or the performance of work, which cannot be determined to a sufficiently precise extent on the date of the Agreement and will need to be further specified by the Client.

Article 14 – Intellectual property

14.1 MTD holds exclusive intellectual property rights over drawings, technical specifications, designs, calculations, software and all else created by MTD in the course of, or in connection with, the implementation of the Agreement. All written documents, CD-ROMs and other data carriers personifying these rights will remain the property of MTD.

14.2 The Client is prohibited from reproducing or copying above mentioned data without the prior written consent of MTD.

14.3 Upon dissolution/termination of the Agreement, the Client must return all data carriers personifying the intellectual property rights to MTD within a period of fourteen (14) days following the dissolution/termination of the Agreement with MTD.

14.4 Under penalty of a payable fine which is not open to discount or setoff, in the amount of € 500 for each day that the violation continues, the Client is prohibited from: – infringing on the intellectual property rights of MTD; – failing to fulfil the above requests.

14.5 Without prejudice to the penalty referred to in the preceding paragraph, the Client shall always be liable for damages suffered by MTD as a result of the Client infringing on the intellectual property rights of MTD or otherwise failing to meet his obligations in this respect.

Article 15 – Force Majeure

15.1 Circumstances beyond the control and without the fault of MTD which are of such a nature that compliance with the Agreement cannot reasonably be expected any longer, at all or to the full extent, give MTD the right to fully or partly dissolve the Agreement and/or to suspend its implementation, entirely at its own discretion, without any obligation to pay compensation.

15.2 MTD is not obliged to commence or continue the performance of the work, or to compensate for any damage suffered by the Client arising from noncompliance with the Agreement, if such is the result of force majeure. Force majeure shall include – but is not limited to – circumstances in which MTD does not fulfil its obligation to comply due to actions of Dutch and/or foreign government bodies that cause the implementation of the Agreement to be more difficult and/or more costly than could be foreseen at the time of conclusion of the Agreement, defects in computers/software, both occurring at MTD and at third parties by whom the necessary materials must be supplied (entirely or in part), import and export prohibitions, untimely delivery or failure to deliver by suppliers, MTD staff illness, defects in tools and means of transportation, loss or damage to materials during transport, traffic barriers, weather conditions (such as frost, flooding, storm, sleet, snow, etc.), war, civil war, riot, fire, water damage, flooding, strike, occupation of the company premises, epidemics, import and export barriers, government measures, defects in machinery, disruptions in the supply of energy and/or water, transport disruptions or disruptions in the delivery of raw materials or tools, all this both at MTD or at third parties, traffic jams and all other causes or circumstances beyond the control and intention and/or without the fault of MTD and therefore arising outside MTD's realm of risk.

15.3 In the event of force majeure, MTD has the right to change the contract in such a way that the performance of the work becomes reasonably possible. The higher or lower costs resulting from this will be settled between the Parties, obliging the Client to pay a fee to MTD for work that has already been done but has not proved of use. In this case, the settlement will take place within four weeks following the date on which it is established that the contract cannot be executed by means of the originally agreed method.

15.4 If the force majeure on the part of MTD continues for at least 3 successive months, as a result of which the Agreement cannot be implemented by MTD, not even in a modified form as referred to in paragraph 3, the Client is entitled to terminate the Agreement without having to pay any compensation to MTD.

Article 16 – Suspension and termination

16.1 MTD is entitled to suspend this Agreement in whole or in part, or to dissolve it completely, entirely at its own discretion, without notice and without judicial intervention, without being liable to any compensation or guarantee, and without prejudice to any other accrued rights on the part of MTD, if the Client fails to fulfil any obligation arising from this Agreement with MTD, at all or in a proper or timely fashion, or if there is serious doubt whether the Client is able to fulfil his contractual obligations towards MTD, or in case of bankruptcy, suspension of payments, cessation or liquidation of the Client company.

16.2 The Client is not entitled to suspend payments due under this Agreement in connection with any failure resulting from another Agreement concluded with MTD.

16.3 In the event of the temporary inability to comply with the Agreement on the part of MTD, the Client is not entitled to suspend payments.

16.4 If the Agreement is dissolved, all claims MTD has or will have on the Client will be immediately payable in full. In addition, the Client shall be liable for all damages suffered by MTD, whatsoever named, including the loss of profits and costs of transport.

16.5 MTD retains the right to claim full compensation for all damages suffered.

Article 17 – Payments

17.1 In case of a net cash payment by the Client, the Contractor will receive a proper receipt as proof of payment.

17.2 Unless otherwise agreed, invoices must be paid by the due date, without any discount or compensation, by transfer to one of the accounts listed on the MTD invoice. If the invoice amount is not fully paid on the due date, the Client shall be in default by the mere expiry of the term, without any notice of default being required. MTD may require a down payment, particular payment terms are stated in the quotation.

17.3 The invocation of any right of retention or set off in relation to any counter claims by the Client under this Agreement or under other Agreements is expressly rejected.

17.4 Upon exceeding of the agreed term of payment, MTD will charge an interest of 1.5% per month starting on the due date and ending when payment has been made in full. All costs incurred by MTD due to untimely payments, both in and out of court, shall be borne by the Client, including but not limited to: – the bills of lawyers and solicitors with respect to their activities in court, even if they exceed the amounts settled by the Court; – the bills of lawyers and solicitors with respect to their work out of court, at least 15% of the principal sum concerned, with a minimum of € 400; – the costs of bailiffs, authorised agents and collection agencies, as well as all enforcement costs incurred; – the costs of a bankruptcy filing.

17.5 If repair or cleaning is required as a result of improper handling by the Client, repairs by third parties on behalf of the Client, the use of improper accessories by the Client, or any other cause that cannot be considered normal wear within the Client's realm of risk, the costs will be charged to the Client separately and additionally.

17.6 MTD is entitled to periodically demand payment for already performed work and/or provided deliveries and to invoice these Agreements, even if a total price has been agreed to, in which case the payment is made as a partial payment of the agreed total price. This stipulation with regard to the invoices referred to in this Article fully applies to the final invoices.

Article 18 – Miscellaneous

18.1 Modifications of, supplements to, or cancellation of Agreements are only valid if agreed in writing.

18.2 Ancillary Agreements – even if they are made prior to the conclusion of this Agreement – are not valid if they are contrary to the above provisions.

18.3 With respect to the financial scope of the mutual obligations under the Agreements concluded with MTD, the administrative data of MTD are decisive in the absence of proof to the contrary.

18.4 The sole function of the headings of the provisions in these General Terms and Conditions is to facilitate the readability and cannot in any way limit or expand the effect or purpose of the provisions.

18.5 All notices, requests, questions or other communications with MTD should be made in writing. Mail can be sent to the MTD address stated in the Agreement.

Article 19 – Confidentiality

19.1 The Parties agree that in so far as legally possible, they will observe confidentiality with regard to the content of the Agreement concluded between them. This obligation continues after the expiration or termination of the Agreement with regard to information that Parties can reasonably assume to warrant confidentiality.

19.2 If the Client wishes to, or must, disclose confidential information to third parties for which MTD has not given advance approval in writing, the Client must request written approval from MTD prior to the disclosure of this information.

Article 20 – Applicable law and disputes

20.1 All (legal) actions by MTD, including its conclusions of Agreements, are governed by Dutch law. The Vienna Sales Convention is expressly excluded and shall not apply to any Contracts of MTD.

20.2 All disputes between Parties will be settled exclusively by the competent court in the district in which MTD is established, or – if MTD is the plaintiff and so chooses – by the court that is competent under statutory jurisdiction.