



Registration Form for the EAF WebShop

EAF customer number
(if available)

Name of company

Street, No.

Postal code

City

Country

Contact person/User

Email - User

Phone

Language

VAT identification number

Trade register number

Place of trade registration

Signature

For the application to access the EAF WebShop please send the completed and signed registration form together with a copy of your business registration to:

beate.kersten@eaf-gmbh.de

or by Fax to:

+49 (0) 2823 - 9313-30



Terms of delivery EAF

Shipping charges for shipments to Germany/Belgium/The Netherlands/Poland

For orders under 250€ net value we will additionally charge 6,50€ net for handling and shipping.

Shipping charges for shipments to Austria

For orders under 250€ net value we will additionally charge 7,90€ net for handling and shipping.

Shipping charges for shipments to Czech Republic

For orders under 500€ net value we will additionally charge 10€ net for handling and shipping.

Shipping charges for shipments to France/Italy

For orders under 500€ net value we will additionally charge 12,50€ net for handling and shipping.

Shipping charges for shipments to the United Kingdom

For orders under 500€ net value we will additionally charge 15€ net for handling and shipping.

Shipping charges for shipments to Slovakia

For orders under 500€ net value we will additionally charge 12,50€ net for handling and shipping.

Shipping charges for shipments to Hungary/Romania

For orders under 250€ net value we will additionally charge 6,50€ net for handling and shipping.

Shipping charges for deliveries to Croatia

For orders all order we will additionally charge 25€ net for handling and shipping.

Shipping charges for deliveries to Switzerland

For orders under 500€ net value we will additionally charge 27,96€ net for handling and shipping.

Shipping charges for deliveries to Bulgaria

For orders all order we will additionally charge 50€ net for handling and shipping.

Express shipping / non-standard shipping

If you wish for a faster or non-standard shipping method please contact your EAF contact person for further information.

We do not guarantee any data with respect to its content, completeness or up-to-dateness, nor does the data have any legal effect. Subject to alterations and errors excepted.

General Terms and Conditions of Business of eaf computer service supplies GmbH

Section 1 General provisions – Scope of applicability

- (1) Our General Terms and Conditions of Business shall apply exclusively; we do not acknowledge any conflicting or deviating terms and conditions of the Customer, unless we have expressly consented to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery without reservations while being aware of the Customer's terms and conditions conflicting with or deviating from our Terms and Conditions of Sale.
- (2) All agreements between us and the Customer for the purpose of executing this contract have been laid down herein.
- (3) Our Terms and Conditions of Sale shall apply exclusively vis-à-vis entrepreneurs within the meaning of Section 310 Clause 1 BGB [German Civil Code].
- (4) These General Terms and Conditions of Business shall apply to all contracts concluded between us and the Customer. They shall also apply to any future contracts, even if their validity is not expressly agreed upon again.

Section 2 Offers – Documents pertaining to offers

- (1) If the order is considered to be an offer pursuant to Section 145 BGB, we can accept it within 2 weeks.
- (2) Any contracts concluded with us are subject to correct and punctual delivery to us on part of our suppliers.
- (3) We reserve all property rights copyrights to illustrations, drawings, calculations and other documents. This shall also apply to written documents designated as "confidential". Any disclosure to third parties shall be subject to our prior express written consent.

Section 3 Prices – Terms of payment

- (1) Unless otherwise stipulated in the order confirmation, our prices are quoted "ex works" excluding packaging, which will be charged separately.
- (2) Our prices do not include the statutory value-added tax; it is shown separately in the invoice at the statutory rate applicable on the date of invoice.
- (3) Any deduction of discounts is subject to our separate written consent.
- (4) Unless otherwise stipulated in the order confirmation, the agreed price (in full) shall be due and payable immediately. The consequences of default in payment shall be governed by the statutory regulations. However, the Customer is entitled to prove that we sustained no or considerably less damage as a result of the default in payment.
- (5) The Customer is only entitled to exercise his right of set-off if his counterclaims are legally established, uncontested or acknowledged by us. Furthermore, he is only entitled to exercise his right of retention if his counterclaim is based on the same contractual relationship.

Section 4 Delivery period

- (1) The commencement of the specified delivery period is subject to the clarification of all technical issues.
- (2) Furthermore, compliance with our delivery obligation is subject to the timely and proper fulfilment of duties on part of the Customer. We reserve the right to plead non-fulfilment of contract.
- (3) If the Customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to claim compensation for damages incurred by us, including reimbursement of any additional expenses. We reserve the right to assert further claims.
- (4) If the prerequisites stated in Clause 3 are met, the risk of accidental destruction or accidental deterioration of the purchased item shall be passed on to the Customer at that point in time at which he failed to accept the delivery or defaulted on payment.
- (5) We shall be liable according to the statutory provisions if the underlying sales contract constitutes a firm deal within the meaning of Section 286 Clause 2 No. 4 BGB or Section 376 HGB [German Commercial Code].
- (6) Furthermore, we shall be liable according to the statutory provisions if the delayed delivery is based on wilful or grossly negligent breach of contract on our part; the fault of our representatives or agents shall be attributed to us. If the delayed delivery is not based on wilful or grossly negligent breach of contract on our part, our liability for damages shall be limited to foreseeable, typically occurring damage.
- (7) We shall also be liable according to the statutory provisions if the delayed delivery is based on the culpable infringement of an essential contractual obligation on our part; in this case, however, our liability for damages shall be limited to foreseeable, typically occurring damage.
- (8) If, after conclusion of the contract, any force majeure events occur which prevent us from fulfilling the contract, we shall be released from our obligation to fulfil the contract for the duration of the impediment. If the impediment lasts longer than 2 months, both we and our Customer shall be entitled to withdraw from the contract. The same applies if legitimate industrial actions or other unforeseeable events occur after conclusion of the contract, preventing us from fulfilling the contract.

Section 5 Transfer of risk – Packaging costs

- (1) Unless otherwise stipulated in the order confirmation, delivery "ex works" is deemed agreed.
- (2) Delivery packaging and other packaging materials in accordance with the Packaging Ordinance will not be taken back, except for all pallets and Euro pallets. The Customer is obliged to take care of the disposal of packaging materials at his own expense.
- (3) If requested by the Customer, we will cover the delivery by transport insurance; the resulting costs shall be borne by the Customer.

Section 6 Liability for defects

- (1) The Customer's warranty claims are subject to the proviso that he has properly fulfilled his obligation to examine the goods and notify any defects pursuant to Section 377 HGB.
- (2) Our liability merely extends to the faultless of the products according to the state of the art. Our liability shall be excluded
 - a) if our products were not properly stored, installed, started up or used by the Customer or third parties
 - b) in the event of natural wear and tear, e.g. batteries
 - c) in the event of improper maintenance

- d) if inappropriate operating materials were or overvoltage occurred
- e) in the event of damage caused by repairs or other work performed by third parties not expressly authorised by us.
- (3) In the event that the purchased item is defective, we can choose to either provide subsequent performance by rectifying the defect or deliver a new flawless item. In the event of rectification, we are obliged to bear all expenses required for the rectification of the defect, in particular transport, infrastructure, labour and material costs, insofar as these increase due to the fact that the items have been taken to a place other than the place of performance. The Customer is obliged to hand over the defective item in a proper manner, in particular properly packaged, for the purpose of reviewing the complaint. If this obligation is culpably infringed, the Customer's warranty claims shall expire.
- (4) The subsequent performance is deemed to have failed only after two fruitless attempts to eliminate the defect (rectification or substitute delivery). In exceptional cases, depending on the type of the item or the defect, we may make further attempts to provide subsequent performance before the subsequent performance is deemed to have failed. If the subsequent performance fails, the Customer can choose to either withdraw from the contract or reduce the purchase price.
- (5) We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on wilful intent or gross negligence, including wilful intent or gross negligence of our representatives or agents. If we cannot be blamed for wilful breach of the contract, our liability for damages shall be limited to foreseeable, typically occurring damage.
- (6) We shall also be liable in accordance with the statutory provisions if we culpably infringe an essential contractual obligation, the discharge of which the contract partner can and does rely on and the discharge of which is absolutely essential for the proper performance of the contract; in this case, however, our liability for damages shall be limited to foreseeable, typically occurring damage.
- (7) Liability due to culpable injury to life, limb or health shall remain unaffected; this shall also apply to compulsory liability under the German Product Liability Act.
- (8) Any further liability not covered in the above provisions shall be excluded.
- (9) The limitation period for warranty claims shall be 12 months as from transfer of risk.
- (10) The limitation period in the event of delivery recourse pursuant to Sections 478, 479 BGB shall remain unaffected; it shall be five years as from the delivery of the defective item. The claim shall be excluded if the Customer failed to meet his obligations pursuant to Section 377 HGB.
- (11) The limitation period for defects of second-hand products shall be 90 days as from transfer of risk. The warranty for second-hand products shall merely extend to the level of technology the products had when they were manufactured. Otherwise, the foregoing regulations pursuant to Sections 6.1-6.8 and 6.10 shall apply with the proviso that the Customer's claims in the event of defects are limited to the reimbursement of the purchase price, unless we are able to deliver substitute. In this case, we may select the type of subsequent performance at our discretion.

Section 7 Overall liability

- (1) Any liability for damages going beyond that stipulated in Section 6 shall be excluded, regardless of the legal nature of the claim asserted. This shall particularly apply to claims for compensation arising from culpa in contrahendo, other breach of contractual duties or claims for compensation of material damage based on tort pursuant to Section 823 BGB.
- (2) The limitation pursuant to Clause (1) shall also apply if the customer claims reimbursement of futile expenses in lieu of compensation for damages.
- (3) Insofar as our liability for damages is excluded or limited, this shall also apply in respect of the personal liability for damages of our staff, employees, co-workers, representatives and agents.

Section 8 Reservation of title

- (1) We reserve the title to the purchased item until all payments under the supply contract have been made in full. In the event that the Customer acts contrary to the terms of the contract, in particular if he is in default of payment, we shall be entitled to reclaim the item. The recovery of the purchased item on our part does not constitute withdrawal from the contract, unless we have expressly declared this in writing. The pledging of the purchased item on our part always constitutes withdrawal from the contract. After taking back the purchased item, we are entitled to liquidate it; the liquidation revenues shall be set off against the amount payable by the Customer – less adequate liquidation costs. The adequate liquidation costs amount to 10% of the agreed purchase price. The Customer is at liberty to prove lower liquidation revenues. In return, we are at liberty to claim higher liquidation costs, provided that we are able to prove them.
- (2) The Customer is obliged to take good care of the purchased item; in particular, he is obliged to adequately insure it at his own expense against fire, water and theft at replacement value. Insofar as any maintenance and inspection work is required, the Customer shall perform same in a timely manner at his own expense.
- (3) In the event of attachments or other interventions by third parties, the Customer shall immediately notify us in writing so that we can take legal action pursuant to Section 771 ZPO [German Code of Civil Procedure]. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a legal action pursuant to Section 771 ZPO, the Customer shall be liable for the loss incurred by us.
- (4) The Customer is entitled to resell the purchased item in the normal course of business; however, he shall hereby assign to us all claims arising from the resale against his purchasers or third parties up to the amount of the invoice total (including VAT) of our claim, irrespective of whether the purchased item has been resold without or after processing. The Customer remains entitled to collect these claims also after the assignment. Our authorisation to collect the claims ourselves shall remain unaffected; however, we undertake not to collect the claims as long as the Customer fulfils his payment obligations from the proceeds received, does not default on payment and in particular no application for the institution of insolvency proceedings has been filed and no payments have been suspended.
- (5) If this is the case, however, we are entitled to demand that the Customer disclose to us the assigned claims

and the respective debtors, provide us with all information and any pertinent documents required for collection and inform the debtors (third parties) of the assignment. Any processing or transformation of the purchased item shall always be performed on our behalf. If the purchased item is processed along with items not belonging to us, we shall acquire co-ownership of the new product in the proportion of the value of the purchased item (invoice total including VAT) and the other processed items at the time of processing. Otherwise, the same applies to the product created by processing as to the item delivered under reservation of title.

(6) If the purchased item is inseparably combined with other items not belonging to us, we shall acquire coownership of the new product in proportion of the value of the purchased item (invoice total including VAT) and the other combined items at the time of combination. If the combination takes place in such manner that the Customer's item is to be regarded as the main item, the Customer shall transfer proportional co-ownership to us. The Customer shall retain the resulting sole title or joint title on our behalf.

(7) As collateral for our claims against him, the Customer shall also assign to us the claims arising from the combination of the purchased item with a property.

(8) Upon request of the Customer, we undertake to release the securities we are entitled to insofar as the realisable value of the securities exceeds the claims to be secured by more than 10%. We are free to select the securities to be released.

Section 9 Choice of law – Place of jurisdiction – Place of performance

(1) All rights and claims under this contract shall be governed by the non-harmonised law of the Federal Republic of Germany (BGB/HGB – German Civil Code/German Commercial Code). The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded.

(2) Insofar as the Customer is a businessman, the place of jurisdiction shall be our place of business; however, we shall also be entitled to take legal action against the Customer at the competent court of his place of residence.

(3) Unless otherwise stipulated in the order confirmation, the place of performance shall be our place of business.
As of May 2013



TERMS AND CONDITIONS OF SALE AND DELIVERY

eaf it parts B.V.

Section 1 Applicability

- (1) Our Terms and Conditions of Sale and Delivery ('Terms and Conditions') shall apply to all our offers, contracts of sale and/or contracts to perform professional services.
- (2) We do not acknowledge any conflicting, deviating and/or additional terms and conditions of the Customer, unless we expressly confirmed this in writing.
- (3) Our Terms and Conditions shall also apply if we deliver the goods and/or perform our professional services without any reservations, while being aware of the Customer's terms and conditions conflicting with, deviating from and/or adding our Terms and Conditions.
- (4) All agreements between us and the Customer for the purpose of executing the contract with the Customer have been laid down in our order confirmation and our Terms and Conditions. The content of our order confirmation prevails the content of our Terms and Conditions.
- (5) The Terms and Conditions also apply to any future contracts, even if their applicability has not been expressly reconfirmed by us.
- (6) We reserve the right to change or add our Terms and Conditions at any time. We therefore advise the Customer to check our website regularly for any updates of our Terms and Conditions. As from the moment an update has been placed on our website, our updated Terms and Conditions will automatically apply to any new order placed by the Customer.

Section 2 Offers and orders

- (1) Our Offers are without engagement. A contract with us is concluded as soon as we have confirmed in writing an individual order issued by the Customer.
- (2) Any contracts concluded by us with the Customer are subject to the resolutive condition of incorrect and/or late delivery of any possible required components or other goods to us by our suppliers.
- (3) We have all legal ownership and intellectual property rights regarding illustrations, drawings, calculations and other documents which will be sent to the Customer, unless these belong to our suppliers or third parties; in case of a dispute about the above legal ownership or intellectual property rights, the Customer is required to send us documentary evidence to support his claim. Any disclosure to third parties by the Customer of the above items shall be subject to our prior express written consent.
- (4) Samples, illustrations, sketches, drawings, specifications and similar details supplied to the Customer at the quotation stage only serve as a rough indication for the goods to be delivered and/or the professional services to be performed and shall only be deemed binding if they have been confirmed in writing by us after an order has been placed. We shall not be bound by any obvious errors in printed material, drawings, sketches and other documents or any measurements, clerical or arithmetical errors.

Section 3 Prices and terms of payment

- (1) Unless otherwise stipulated in our order confirmation, our prices and deliveries are quoted ex works according to the most recent version of Incoterms, exclusive of any packaging, which will be charged separately.
- (2) Our prices do not include the statutory value-added tax; this is shown separately in the invoice at the statutory rate applicable on the date of invoice.
- (3) Any deduction of discounts is subject to our prior explicit written consent.
- (4) Unless stipulated otherwise in our order confirmation, the agreed full price shall be due and payable immediately after delivery of the goods and/or completion of the professional services.
- (5) Any amounts due and payable shall accrue the legal business to business interest, as well as the full amount of our judicial and extra-judicial costs actually incurred in connection with the collection of our invoices, without any notice of default being required.
- (6) If the Customer does not provide security if requested, as well as in case of bankruptcy, (provisional) suspension of payments, closure of its business, we have the right to immediately claim payment of all outstanding invoices, should any payment term other than immediate payment after delivery or completion have been agreed.
- (7) Should the Customer fail to provide adequate security or fail to timely pay our invoices due and payable, we reserve the right to cancel all outstanding orders.
- (8) The Customer does not have any right to any discount, reduction or set-off unless this has been previously explicitly confirmed in writing by us. Furthermore, the Customer is only entitled to exercise any possible right of retention if his claim pursuant to which he intends to retain our goods is based on the same individual order on the basis of which the Customer got the actual disposal of our goods he intends to retain.

Section 4 Delivery

- (1) Unless confirmed otherwise in our order confirmation, any delivery and/or completion date stated in our order confirmation are approximations only and the commencement of the specified delivery period is subject to the clarification of all relevant technical issues.
- (2) Furthermore, compliance with our delivery and/or completion obligation is subject to the resolutive condition of late and/or improper fulfilment of any duties by the Customer.

(3) The Customer shall inspect the goods immediately upon delivery. The Customer shall inform us in writing about any missing or damaged goods, any incoming goods which the Customer did not order, any defects of the goods, any damaged packaging of the goods, within two working days after delivery. In case of non-visible defects, the Customer shall inform us in writing within two working days after the defect has been discovered. Should the Customer fail to do so, any claims of the Customer regarding the goods delivered and/or services performed shall lapse respectively are matured.

(4) We shall not take back any packaging except for all pallets, unless we confirmed in writing otherwise. The Customer shall take care of the disposal of the packaging at his own expense and risk.

(5) If requested by the Customer, we will cover the delivery by transport insurance; the resulting costs shall be borne by the Customer.

(6) The risk of accidental destruction or accidental deterioration of the goods shall be passed on to the Customer at that point in time at which he failed to accept the delivery or defaulted on payment.

(7) Should we explicitly have confirmed a fixed date of delivery or completion and failed to deliver the goods or finalize our professional services at this fixed date, we shall only be liable in case our failure to timely deliver the goods or finalize our professional services is culpable or in case of a wilful intent or gross negligence of our board of directors. In that case, however, our liability for damages shall be limited to foreseeable, typically occurring direct damage of the Customer.

(8) If, after conclusion of the contract, any force majeure events occur which prevent us from fulfilling the contract, we shall be released from our obligation to fulfil the contract for the duration of the impediment. If the impediment lasts longer than 2 months, both we and our Customer shall be entitled to withdraw from the contract, without the obligation to compensate the other party for any damages. A force majeure event shall be understood to include all that occurs in all fairness beyond our direct control, including but not limited to labour disputes, riots, war, interruptions in the supply of power, unavailability of transportation and components of our suppliers and governmental restrictions.

Section 5 Cancellation of orders

(1) Should the Customer unilaterally cancel an order in whole or partially, regardless of the cause of such cancellation except for reasons of force majeure, amongst other things, we have the right to charge all reasonable costs in view of the execution of the order (such as but not limited to costs of preparation, components, storage), without prejudice to our right to claim compensation because of loss of profit and other damage or losses. In any case, the damage to be paid by the Customer will be at least 30% of the total amount of the order, to be increased by VAT if applicable.

Section 6 Warranty and liability for defects

(1) The Customer's warranty claims are subject to the provision that he has properly fulfilled his obligation to timely examine the goods or the results of the services performed and timely notify any defects.

(2) Our warranty merely entails that the goods delivered and/or our professional services rendered meet certain industry respectively professional standards, and are without faults and/or operate flawlessly to the extent that these match the technological state of the art, with due observance of the age, the intensity or term of possible prior use of the goods if these were not new at the time of delivery or completion. We shall reject any warranty claims and we are not liable: a) if our goods were not properly stored, installed, started up or used by the Customer or third parties; b) in the event of natural wear and tear, e.g. regarding batteries; c) in the event of improper use and inadequate maintenance; d) if inappropriate operating materials were used or overvoltage occurred; e) in the event of damage caused by repairs or other work performed by third parties which we did not expressly authorise in writing.

(3) In the event that the purchased item is defective, we can choose to either provide subsequent performance by repairing the defect or deliver a new good without defects. In the event of repair, we shall bear all direct expenses required for the repair of the defects, in particular transport, labour and material costs, but we will not accept any increase of these costs due to the fact that the goods have been taken to a place other than the place of delivery. The Customer is obliged to hand over the defective goods in a proper manner, in particular properly packaged, for the purpose of reviewing the complaint, in the absence of which the Customer's warranty claims shall lapse respectively are matured.

(4) The subsequent performance of any repairs or replacement of the goods is deemed to have failed only after two fruitless attempts to eliminate the defect (rectification or substitute delivery). In exceptional cases, depending on the type of good or defect, we may make further attempts to provide subsequent performance before the subsequent performance is deemed to have failed. If the subsequent performance fails, the Customer can choose to either withdraw from that relevant part of our order confirmation or reduce the purchase price (pro rata, if applicable).

(5) In case of a material breach of an essential clause of the contract with the Customer, including but not limited to the situation of wilful intent or gross negligence of our board of directors, our liability for damages shall be limited to foreseeable, typically occurring direct damage. We will honour mandatory product liability legislation.

(6) The limitation period for warranty claims shall be 12 months as from date of delivery or completion.

(7) The limitation period for defects of second-hand goods shall be 90 days as from delivery or completion. The warranty for second-hand goods merely entails that the goods delivered achieve the level of technology of the goods had when they were manufactured. Should the latter level not be achieved, the foregoing provisions of Sections 6.1-6.5 shall apply with the proviso that the Customer's claims in the event of defects are limited to the reimbursement of the purchase price, unless we are able to deliver substitute goods or components. In the latter case, we may select the type of subsequent performance at our discretion.

(8) Any further warranty and/or liability not covered in the above provisions shall be excluded, regardless of the nature of the claim of the Customer.

Section 7 Retention of title

(1) After delivery of the goods pursuant to a specific order, we retain the exclusive ownership of the goods delivered until such time we have received full payment: a) for the goods supplied concerning this specific order, or previous or



after-orders, and b) of claims arising from the non-performance by the Customer regarding his obligations of any orders, such as damages, penalties, interest and costs. The mere fact that we do not have, or do not have anymore, any claim against the Customer at a certain date shall not bar the validity of the continuation of our retention of title if we will have a claim against the Customer at a later date.

(2) If the goods are at the actual disposal of the Customer before these are paid for, the goods shall be deemed to have been transported on a consignment basis and we shall be entitled at any time to recover these goods (entering the Customer's premises for this purpose, if necessary) or demand their return forthwith.

(3) Prior to the date of acquiring the ownership of the goods, the Customer shall not be entitled to use the goods as collateral for any loan or to pledge the same as security for any debt or otherwise to sell, transfer and/or assign the same to any third party. However, the goods may be used by the Customer in the normal course of his business.

(4) The Customer is obliged to take good care of the purchased goods. In particular, he is obliged to adequately insure the goods at his own expense against fire, water, damages and theft at replacement value. Insofar as any maintenance and inspection work is required, the Customer shall perform the above in a timely manner at his own expense.

(5) In case of any amounts due and payable, the Customer shall enable us forthwith to regain the actual disposal of the goods supplied by us, without any prior notice of default or legal intervention being required for that purpose. In anticipation of the event that the Customer may fail to fulfil any of its obligations (of payment or otherwise) towards us, and without prejudice of any of our rights, we are hereby given irrevocable authorisation by the Customer to recover actual disposal of the goods forthwith upon our demand, without any prior notice or judicial intervention being required for that purpose.

(6) It shall be the Customer's duty to give us immediate written notice in the event that third parties (may) enforce any claims upon any of the goods delivered which are subject to our retention of title. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a legal action to recover our goods, the Customer shall be liable for the losses incurred by us.

(7) Every payment we receive from the Customer shall be allocated first of all towards the discharge of the debts owed to us by the Customer in respect of which no retention of title is in force. Furthermore, any payment will first be allocated to our judicial and extra-judicial costs, subsequently to the interest due, and then to the principal amount of our oldest invoice, unless we confirm otherwise to the Customer. **Section 8 Miscellaneous**

(1) The Terms and Conditions, all our offers and contracts of sale and/or contracts to perform professional services shall be exclusively governed by Dutch law, without giving effect on any Dutch rules on conflicts of (civil and any other) law. The UN Convention on Contracts for the International Sale of Goods is not applicable.

(2) Any dispute which may arise with the Customer shall be submitted to the exclusive jurisdiction of the competent district court of Rotterdam, location Rotterdam.

(3) Unless stipulated otherwise in our written order confirmation, the place of performance of our professional services shall be our place of business.

October 1, 2015