

## GENERAL TERMS AND CONDITIONS

of the private limited liability company B.V. Agenturen-Engros v/h FHP Trip & Co, registered with the Chamber of Commerce under number 33002128.

### ARTICLE 1: DEFINITIONS

In these general terms and conditions, the terms below have the following meaning:

- 1.1. Agreement(s): all agreements made or to be made by Trip & Co and the Client with regard to the delivery of products;
- 1.2. Client: the natural person or legal entity, as well as their representatives, agents, successors in title and heirs with whom Trip & Co has entered into an Agreement or who wishes to enter into such an Agreement with Trip & Co and Trip & Co has made an offer to that effect or to whom Trip & Co has issued a Quotation/offer;
- 1.3. General Terms and Conditions: Trip & Co's general terms and conditions;
- 1.4. Parties: the Client and Trip & Co collectively;
- 1.5. Trip & Co: the private limited liability company B.V. Agenturen-Engros v/h F.H.P. Trip & Co, the entities affiliated with Trip & Co and/or third parties further designated or to be further designated by Trip & Co;
- 1.6. Quotation: a non-binding offer made by an authorised officer of Trip & Co to the Client to enter into an Agreement.

### ARTICLE 2: APPLICATION OF GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions apply to all Quotations/offers issued by Trip & Co, to all acceptances by Trip & Co of an offer made to it, and to all Agreements that Trip & Co enters into with the Client.
- 2.2. These General Terms and Conditions can only be deviated from by written agreement and insofar as Trip & Co is represented by an officer authorised for that purpose pursuant to Trip & Co's articles of association. Such a deviation has no binding effect on other agreements/legal acts between Trip & Co and the Client.
- 2.3. The Client agrees that these terms and conditions apply to subsequent Agreements/legal acts between the Client and Trip & Co. The Client agrees that these General Terms and Conditions do not have to be made available again in that case.
- 2.4. The applicability of the Client's general purchase conditions or other conditions is expressly excluded unless the Parties have expressly agreed otherwise in writing. If the general terms and conditions of Trip & Co and the Client apply side by side, the General Terms and Conditions of Trip & Co will prevail.
- 2.5. If one or more provisions of these General Terms and Conditions are void or voided, then the remaining provisions of these General Terms and Conditions will remain in full force.
- 2.6. Trip & Co reserves the right to amend these General Terms and Conditions in the interim unilaterally. The amended version will apply as soon as Trip & Co has sent a copy of the amended general terms and conditions by e-mail to the e-

mail address that it has for the Client. The most recent version of the General Terms and Conditions applies to offers, Quotations and Agreements that are entered into in cases in which different versions may be deemed applicable.

- 2.7. With regard to matters not regulated in these General Terms and Conditions, the content of the Agreement is determined by the offer, by the acceptance of it by the Client or by the acceptance of it by Trip & Co, insofar as this has expressly occurred and insofar as not mutually incompatible.
- 2.8. Section headings in these General Terms and Conditions are for illustrative purposes only. They do not apply to the meaning or interpretation of any provision of the General Terms and Conditions.
- 2.9. If an Agreement between the Parties is or has been terminated, regardless of the reason, the provisions of these General Terms and Conditions which, by their nature or content, must remain in force, including, but not limited to, the provisions regarding termination, cancellation, confidentiality, debts to Trip & Co, disputes with Trip & Co and general provisions, remain in force even after termination.

### ARTICLE 3: QUOTATION

- 3.1. All Quotations or offers issued by Trip & Co, in whatever form, are non-binding unless expressly agreed otherwise in writing.
- 3.2. Quotations will be issued in writing except in urgent circumstances. Quotations are dated and are valid as long as stocks last. In any case, a Quotation will lapse if the product is no longer available and/or interim price increases caused by raw materials and fuel, electricity, materials, manufacturing, transport, currency exchange rates, dumping and processing rates, and similar, lead to an adjustment of the Quotation.
- 3.3. Written orders and requests for Quotations from the Client must be accompanied by a clear description of the work to be performed.
- 3.4. Trip & Co will assume the accuracy of the information provided by the Client and base its Quotation/offer on it. Damage resulting from inaccurate or incomplete information is for the Client's account.
- 3.5. Trip & Co cannot be held to a Quotation or offer if this Quotation or offer contains an obvious written or printing error that can reasonably be recognised as such by the Client.
- 3.6. All prices indicated by Trip & Co or agreed and/or maintained by Trip & Co and the Client are exclusive of turnover tax, packaging, insurance, import duties, levies, rights, and other government taxes.
- 3.7. Trip & Co may charge a surcharge on any agreed prices in the event of working outside of normal working hours on working days, working on Saturdays, Sundays or public holidays.
- 3.8. Trip & Co is entitled to pass on to the Client any increase in the price of cost-determining factors, including in any case, but not limited to, the cost price of raw materials and fuels, electricity, materials, manufacturing, transport, currency exchange rates, dumping and processing rates and similar at

- Trip & Co's discretion, which have arisen after the Agreement was formed but before delivery.
- 3.9. If Trip & Co accepts an order from the Client and/or the Client accepts a Quotation from Trip & Co, Trip & Co has the right to revoke this acceptance or this non-binding Quotation within a period of five (5) working days.
  - 3.10. Drawings, technical descriptions, designs, calculations, photographs, colours, weights, dimension lists and price lists produced for Trip & Co are non-binding and remain Trip & Co's property. They may not be handed over or shown to third parties with the aim of obtaining a comparable Quotation. Nor may they be copied or otherwise reproduced. If no order is given, these documents will be returned at the Client's expense within fourteen (14) days of Trip & Co's request. Trip & Co's copyright, as well as all other intellectual or industrial property rights, also apply in full.
  - 3.11. If the Quotation is not accepted, Trip & Co is entitled to charge the Client all reasonable costs involved in preparing the Quotation if this was stipulated for issuing the Quotation.
  - 3.12. Drawings and designs provided by Trip & Co or produced for it are only indicative, without the final product having to correspond to them. If Trip & Co has provided the Client with a model, then this is presumed to have been provided only as an indication, without the product to be delivered having to correspond to it.

#### **ARTICLE 4: FORMATION AND AMENDMENT OF THE AGREEMENT**

- 4.1. An Agreement is formed as soon as the Client accepts the Quotation/offer issued by Trip & Co, or as soon as Trip & Co has confirmed the order, whether or not in writing, or as soon as Trip & Co performs an action that is part of the order and the Client does not act against it immediately, i.e. on the same day.
- 4.2. Agreements can only be entered into for Trip & Co in writing by authorised persons. Trip & Co is not bound by any 'agreements' with unauthorised Trip & Co employees. At the Client's first request, Trip & Co will indicate who is authorised to enter into agreements at its company.
- 4.3. Changes to an Agreement between the Parties are binding on Trip & Co only if and insofar as these have been expressly agreed in writing and insofar as in doing so Trip & Co was represented by an officer authorised pursuant to Trip & Co's articles of association. Such a deviation has no binding effect on other agreements/legal acts between Trip & Co and the Client.
- 4.4. Trip & Co is authorised to engage third parties at its own discretion in the context of the performance of the Agreement. The Client will have no say in the selection of these third parties. The third parties appointed by Trip & Co will also be able to invoke these General Terms and Conditions. This provision, therefore, also applies as a third-party clause, as referred to in Section 6:253 of the Dutch Civil Code.

#### **ARTICLE 5: DELIVERY**

- 5.1. Delivery of products by Trip & Co or third parties engaged by it is performed Ex Works by Trip & Co. For the interpretation of the delivery conditions, the last published version of the 'Incoterms 2020' at the time of entering into the Agreement is referred to.
- 5.2. Trip & Co is always entitled to deliver the products in instalments, with each partial delivery being invoiced as a separate transaction by Trip & Co in accordance with Article 7.2.
- 5.3. Trip & Co is permitted at all times to deviate from the agreed quantity of the products to be delivered. Trip & Co is never liable for any loss that arises due to a different quantity of products being delivered.
- 5.4. Specified delivery terms within which the products must be delivered will be determined by Trip & Co approximately and can never be regarded as strict deadlines unless the Parties have expressly agreed otherwise in writing.
- 5.5. The specified delivery term starts as soon as an Agreement has been entered into between Trip & Co and the Client in accordance with article 4.1 of these General Terms and Conditions, Trip & Co has all details needed for the delivery of the products, any agreed payment or down payment to Trip & Co has been made as well as any other conditions agreed in writing between the Parties have been met.
- 5.6. If the stated delivery term is expressed in working days, a working day means a calendar day unless it falls on a generally or locally recognised rest day or public holiday, weekend day, holiday or other non-individual day off prescribed by the government or by or pursuant to a collective labour agreement. If delivery of the products should take place on a day that is not a working day, the next working day will be regarded as the agreed day of delivery.
- 5.7. When determining the delivery term, Trip & Co assumes that it can deliver the products subject to the information and circumstances provided by the Client on which Trip & Co has based its Quotation/offer.
- 5.8. If Trip & Co cannot deliver within the agreed delivery term, Trip & Co has the right to extend this delivery term. This further term is the same length as the originally anticipated delivery term, with a maximum of one month. If the delivery term is exceeded, the Client is not entitled to compensation.
- 5.9. If Trip & Co has informed the Client, whether or not in writing, that the products are ready for delivery from a certain date and the products are not accepted by the Client within forty-eight (48) hours after this notification, the Client is in default from that time onwards without any further notice of default being required. At the time that the Client is in default, the risk for Trip & Co's products passes to the Client, and Trip & Co is then entitled to store the products (or have them stored) at the Client's expense and risk. Damage resulting from the loss of internal or external product quality as a result of not accepting the products will be borne by the Client.
- 5.10. If the Parties agree that the products will be stored by Trip & Co for a certain period, the products are stored by Trip & Co at the Client's expense and risk.
- 5.11. If the product delivery is delayed, halted, or postponed in time due to factors that are for the Client's account and risk,

the Client will reimburse the ensuing costs and damage for Trip & Co.

- 5.12. The Client is expressly not permitted in the event of non-delivery or late delivery of the products by Trip & Co to terminate the Agreement, suspend its obligations and/or claim compensation before it has notified Trip & Co in writing of default and has offered Trip & Co a reasonable period of time for compliance.

#### **ARTICLE 6: PACKAGING**

- 6.1. Trip & Co reserves the right to charge the Client for single-use packaging, packing material or pallets at a price to be agreed upon by the Parties, but at least at cost price. In principle, single-use packaging, packing materials or pallets supplied by Trip & Co with the products to be delivered to the Client are not taken back by Trip & Co.
- 6.2. All sustainable and reusable packaging, packing material and pallets, with the exception of single-use packaging, packing material, and pallets, remain the property of Trip & Co.
- 6.3. Trip & Co is entitled to charge a deposit and/or a usage fee to be agreed upon between the Parties for sustainable and/or reusable packaging, packing material and pallets. Both the deposit and the usage fee will be listed separately on the invoice. If all sustainable and/or reusable packaging, packing material and/or pallets are returned to Trip & Co in accordance with the provisions of Article 6.4, Trip & Co will refund the deposit to the Client or set it off against anything the Client owes Trip & Co for whatever reason.
- 6.4. The Client is obliged to return the sustainable and/or reusable packaging, packing material and/or pallets to Trip within thirty (30) days after delivery or immediately after they have been emptied at its own expense, undamaged, in good condition and under the correct hygienic conditions. If it has been agreed between the Parties that Trip & Co will collect the sustainable and/or reusable packaging, packing materials and/or pallets at a location agreed upon by the Parties, the Client must ensure that the packaging, packing material and/or pallets are undamaged, in good condition and stored under the correct hygienic conditions and in such a way that Trip & Co can collect them in a normal manner.
- 6.5. The Client may not allow third parties to use the sustainable and/or reusable packaging, packing materials and pallets and may not use them for longer than reasonably necessary, which in any case may not exceed the period specified in Article 6.4.6.4.
- 6.6. If the sustainable and/or reusable packaging, packing materials and/or pallets are not returned by the Client for whatever reason or are not returned on time or not under the correct circumstances, Trip & Co reserves the right to charge the Client for all damage and costs caused, expressly, but not limited to, any repair, replacement, cleaning or rental costs and/or to set them off against the deposit which is charged in accordance with Article 6.4 to the Client.

#### **ARTICLE 7: PAYMENT**

- 7.1. Trip & Co has the right to invoice periodically or after full delivery of the products. Trip & Co may require an advance payment of all or part of the agreed price.
- 7.2. In case of delivery in instalments, each delivery is considered a separate transaction and Trip & Co can invoice per transaction.
- 7.3. Unless otherwise specified in the Agreement, payment must be made within fourteen (14) days of the invoice date by transfer to a bank account designated by Trip & Co.
- 7.4. If the Client has not paid within the period referred to in Article 7.3, it is in default by operation of law without any further notice of default being required. From that time on, Trip & Co is entitled to compensation of interest of two per cent (2%) per month or part of a month, unless the statutory commercial interest is higher, in which case the highest interest applies. This interest is due from the day on which payment should have been made at the latest.
- 7.5. If the Client defaults on its obligations or fails to comply with them on time, then all extrajudicial costs to acquire payment are for its expense. In any case, the Client owes collection costs in the event of a monetary claim. The collection costs amount to 15 per cent of the outstanding principal sum, with a minimum of EUR 150 (excluding VAT). Any reasonable legal and execution costs incurred are also payable by the Client.
- 7.6. An appeal to a discount, set off and/or suspension by the Client is expressly excluded. The Client must pay Trip & Co's invoices on time without invoking a discount, set-off and/or suspension.
- 7.7. The payment made by the Client always serves firstly to settle all interest and costs owed and secondly to settle the due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
- 7.8. Trip & Co is entitled to request security (for property rights) at all times from the Client for the fulfilment of the Client's payment and other obligations arising from the Agreement.
- 7.9. Trip & Co's full claim for payment against the Client is immediately due and payable if:
- a payment term has been exceeded;
  - the Client has applied for bankruptcy, suspension of payments or debt restructuring, has gone bankrupt, is in suspension of payments or has been admitted to debt restructuring;
  - goods or claims of the Client have been seized;
  - the Client (company) is dissolved or liquidated;
  - the Client (natural person) is placed under administration or dies;
  - after Trip & Co has requested it, the Client cannot furnish security (for property rights);
  - the Agreement is terminated in accordance with Article 15.1 of these General Terms and Conditions;
  - there is a change in the control of the company at the Client, or the control of the company is transferred to a third party.

#### **ARTICLE 8: CANCELLATION**

- 8.1. In the event of cancellation of the Agreement by the Client for whatever reason, Trip & Co has the right to demand compliance with the Agreement.
- 8.2. If Trip & Co accepts a cancellation, it is entitled to charge the Client all costs incurred in connection with the performance of the Agreement, as well as a reasonable percentage of at least 10 per cent of the invoice amount with regard to loss of profit.
- 8.3. Returns are only accepted after written approval from Trip & Co. Insofar as reasonably possible, the products must be returned to Trip & Co in their original condition and packaging. Trip & Co will credit the value of the returned products. Trip & Co is not obliged to reimburse the costs associated with the return to the Client.

#### **ARTICLE 9: COMPLAINTS**

- 9.1. The Client is obliged to check the products immediately upon receipt. Any visible defects, errors, imperfections and/or flaws must be reported to Trip & Co by the Client immediately, but at the latest in writing within forty-eight (48) hours after receipt of the products and accurately stating the defect subject to forfeiture of rights.
- 9.2. Other defects must be reported to Trip & Co by the Client in writing within two (2) weeks after discovery, with an accurate statement of the defect subject to forfeiture of rights.
- 9.3. If any defects have not been reported by the Client in accordance with the requirements and terms in Article 9.1 and 9.2, then the products are deemed to have been received in good order.
- 9.4. The terms stated in Article 9.1 and 9.2 also apply if the products delivered by Trip & Co for the Client are delivered to a third party. Therefore, the Client can never invoke against Trip & Co that it did not inspect and check the delivered products because they were delivered or stored elsewhere at a third party.
- 9.5. Complaints about the prices and costs charged to the Client must be submitted to Trip & Co in writing by the Client within fourteen (14) days after the invoice date, subject to forfeiture of rights.
- 9.6. Submitting a complaint does not annul the Client's obligations, nor does the Client have the right to suspend its obligations.
- 9.7. The right to complain lapses in any case six (6) months after delivery of the products.
- 9.8. Trip & Co must be given the opportunity to investigate the complaint. If it appears necessary to return the delivered products for the investigation of the complaint, this will, in principle, be at the Client's expense and risk. In case of unjustified complaints, Trip & Co is free to charge the costs of the return to the Client.
- 9.9. In the event of a justified complaint, Trip & Co, within a reasonable period to be determined by it, can replace or repair the delivered product or compensate the damage at its discretion.

#### **ARTICLE 10: WARRANTY**

- 10.1. Trip & Co guarantees the proper functioning of the delivered products for a period of six (6) months unless the lifespan of the delivered product is shorter than this period or the nature of the delivered product dictates otherwise, or the Parties have agreed otherwise. If the warranty provided by Trip & Co concerns a product that is produced by a third party, then the warranty is limited to that provided by the manufacturer of the product for it unless stated otherwise.
- 10.2. If Trip & Co repairs and/or replaces the delivered product or a part of it in whole or in part, no new warranty period will start with regard to this delivered product. The original warranty period continues insofar as it has not yet expired.
- 10.3. In the following cases, Trip & Co is not liable for defects and has no warranty obligations:
  - a. if the Client does not notify Trip & Co of the defect within a reasonable period of time (ARTICLE 9:);
  - b. if Trip & Co has not yet been given the opportunity to repair the defects;
  - c. if no valid warranty certificate or original invoice can be submitted;
  - d. if work, changes and/or repairs to the delivered product have been carried out without Trip & Co's express written consent;
  - e. the products delivered show defects resulting from normal wear and tear.
  - f. if defects in the delivered products are the result of abnormal weather conditions or other unusual circumstances;
  - g. if defects in the delivered product are the result of using the delivered product other than in accordance with the guidelines and specifications provided or other than in accordance with the purpose for which the product was delivered;
  - h. if defects in the delivered product are the result of any improper use or failing on the part of the Client;
  - i. if defects in the product are the result of compliance with any government regulation.
- 10.4. Trip & Co is not obliged to provide any warranty during the period in which the Client is in default of the fulfilment of its obligations under the Agreement as well as any other related agreement.

#### **ARTICLE 11: LIABILITY**

- 11.1. Trip & Co is only liable to the Client for direct damage resulting from an attributable failing in the fulfilment of Trip & Co's obligations from the Agreement and/or unlawful acts on the part of Trip & Co. Direct damage is exclusively understood to mean (i) property damage, (ii) the reasonable costs to determine the cause and extent of the damage insofar as the determination relates to the direct damage as referred to in this article, (iii) any reasonable and demonstrable costs incurred for Trip & Co's defective performance to comply with the Agreement insofar as this can be attributed to Trip & Co, and (iv) the reasonable and demonstrable costs incurred by the Client to prevent or limit the direct damage, insofar as

the Client demonstrates that these costs have led to the limitation of the direct damage as referred to in this article.

11.2. Trip & Co is never liable for any damage of any nature whatsoever that has arisen:

- a. because Trip & Co has assumed incorrect and/or incomplete details provided by or on behalf of the Client;
- b. due to incorrect or incompetent use of the products delivered by the Client or due to their use for a purpose other than for which they are fit according to objective standards;
- c. due to third parties who are engaged in the performance of the Agreement at the request of or with the consent of the Client;
- d. because the Client has not, not correctly or not fully complied with one of its obligations;
- e. due to non-binding advice from Trip & Co, or because Trip & Co has not provided advice;
- f. due to misunderstandings, corruptions, delays or the incorrect transmission of orders and notifications as a result of the use of the internet or any other electronic or other communication means;
- g. deviations in quality, quantity, size or finish which are regarded as minor and/or deviations that are customary in the sector;
- h. due to delays caused by weather conditions or force majeure situations;
- i. typesetting or printing errors and written errors in the catalogue/internet site or offer;
- j. defects that have arisen outside the warranty period or have not been reported within the warranty period to Trip & Co (ARTICLE 9:).

11.3. Trip & Co's liability is at all times limited to the following:

- a. the direct damage. Trip & Co is never obliged to compensate indirect damage. Indirect damage is understood to mean all damage that is not direct damage, including in any case, but not limited to, consequential damage, loss of income or opportunities, loss of profit and damage as a result of business interruption;
- b. a maximum of the invoice value, at least up to that part of the order which the liability concerns;
- c. in addition to the provisions under b, at all times up to a maximum of the amount of Trip & Co's insurance payout where appropriate.

11.4. The liability limitations set forth in this article do not apply if the damage can be blamed on Trip & Co's intent or gross negligence or that of its subordinates.

11.5. The Client indemnifies Trip & Co against all claims from third parties, including the costs of legal assistance, that are related to or arise from the Agreement between the Parties and the work performed for the Client due to intent or deliberate recklessness on the part of Trip & Co.

#### **ARTICLE 12: FORCE MAJEURE**

12.1. Trip & Co is entitled to suspend the performance of its obligations for the duration of a force majeure situation.

12.2. If Trip & Co is permanently or temporarily prevented from performing the Agreement as a result of force majeure, Trip

& Co is entitled to terminate the Agreement in whole or in part with immediate effect or to suspend its obligations without this resulting in any obligation for Trip & Co to pay compensation.

12.3. If Trip & Co has already partially fulfilled its obligations or can only partially fulfil its obligations when the force majeure situation commences, it is entitled to invoice the part already delivered separately, and the Client is obliged to pay this invoice as if it concerned a separate contract.

12.4. Trip & Co is also entitled to invoke force majeure if the circumstances preventing compliance or further compliance occur after Trip & Co should have complied with its obligations.

12.5. Force majeure means circumstances that prevent the fulfilment of an obligation and that are not attributable to Trip & Co. This includes (if and insofar as these circumstances make fulfilment impossible or unreasonably more difficult) expressly, but not exclusively: government measures, epidemics, pandemics, special weather conditions, illness of Trip & Co staff, riots and/or wars, an attributable failing in the fulfilment and/or force majeure on the part of those persons on whom Trip & Co is dependent for carrying out the order, strikes in companies other than those of Trip & Co, wildcat strikes or political strikes in Trip & Co's company, a general lack of necessary raw materials and other goods or services required for the realisation of the agreed performance, unforeseeable stagnation at suppliers or other third parties on whom Trip & Co is dependent, and general transport problems.

#### **ARTICLE 13: RETENTION OF TITLE AND RIGHT OF RETENTION**

13.1. All products delivered by Trip & Co under the Agreement remain the property of Trip & Co until the time when the Client fulfils all its obligations under the Agreement entered into with Trip & Co. The obligations of the Client expressly, but not exclusively, include paying the price for the products and/or services, plus any claims for non-compliance by the Client, such as collection and other costs, interest and compensation.

13.2. Products subject to retention of title may be sold by the Client in the context of its normal business operations only if and insofar as the Client has obtained Trip & Co's express permission to do so. The Client is not entitled to pledge the Products falling under the retention of title, encumber them in any way, or give them to third parties in use. This provision has a property law effect.

13.3. If third parties seize the Trip & Co products delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform Trip & Co thereof without delay.

13.4. The Client is obliged to store the products delivered under retention of title carefully and as recognisable from Trip & Co, and adequately insure them and keep them insured against fire, theft, embezzlement and damage.

13.5. In the event that Trip & Co wishes to exercise its right of title as referred to in this article, the Client gives Trip & Co and

third parties appointed by Trip & Co unconditional and irrevocable permission in advance to enter all areas where the property of Trip & Co is located and to repossess these items.

13.6. When Trip & Co has items of the Client in its possession, it is entitled to keep these items until such time as the Client has fulfilled all its obligations towards Trip & Co for whatever reason unless the Client has furnished sufficient security for its obligations. The obligations of the Client expressly, but not exclusively, include paying the price for the products, plus any claims due to non-compliance by the Client, such as collection and other costs, interest and compensation.

#### **ARTICLE 14: INTELLECTUAL PROPERTY**

14.1. All intellectual property rights (including, but not limited to: copyright, patents, trademark rights and design rights) are vested in Trip & Co.

14.2. The Client is not permitted to use any intellectual property right of Trip & Co without Trip & Co's permission.

14.3. The Client will inform Trip & Co immediately of any infringement or misuse of the intellectual property rights accruing to Trip & Co.

#### **ARTICLE 15: SUSPENSION AND TERMINATION**

15.1. Trip & Co, without any further notice of default and without being obliged to pay any compensation, is authorised to terminate the Agreement in whole or in part or to suspend the fulfilment of its obligations if:

- a. the Client does not fulfil the obligations arising from the Agreement or does not do so in full or on time;
- b. Trip & Co's product can no longer be supplied, is withdrawn from the market or otherwise will no longer be available;
- c. Trip & Co has good reason to fear that the Client will not fulfil its obligations or not in full or not punctually;
- d. the Client is bankrupt, applies for suspension of payments or has been admitted to debt restructuring;

- e. goods or claims of the Client have been seized;
- f. the Client (company) is dissolved or liquidated;
- g. the Client (natural person) is placed under administration or dies;
- h. Trip & Co has asked the Client to furnish security for compliance, and this security is not forthcoming or is insufficient;
- i. there is a change in the control of the company at the Client, or the control of the company is transferred to a third party.

15.2. If the Agreement is terminated, the claims of Trip & Co against the Client are immediately due.

#### **ARTICLE 16: APPLICABLE LAW AND COMPETENT COURT**

16.1. Dutch law applies to all agreements between Trip & Co and the Client.

16.2. Any dispute between the Client and Trip & Co will be settled by the District Court of The Hague unless the law prescribes otherwise. Trip & Co is always entitled to submit the dispute to another district court that has jurisdiction pursuant to the law.