

General Conditions of Sale and Delivery

General Conditions of Sale and Delivery of Heering Kunststof Profielen BV, situated in Dedemsvaart (municipality of Hardenberg) filed at the Chamber of Commerce under number 05037856.

1. Applicability:

1.1 These conditions apply to any offer and any agreement between Heering Kunststof Profielen B.V., hereinafter referred to as Heering et al, and a buyer, to which Heering et al has declared these conditions applicable, provided that these conditions have not been departed from in writing. Unless otherwise agreed in writing, Heering et al does not agree with the general conditions of the buyer.

1.2 The buyer cannot derive any rights from agreed derogations of these conditions for future agreements with Heering et al

1.3 Heering et al only binds itself if these general conditions apply. Heering et al explicitly rejects other general conditions / purchasing conditions. Delivery of products by Heering et al does not entail that Heering et al has accepted (the use of) conditions other than its own or that these conditions apply.

2. Tenders; orders; realisation of agreement

2.1 The tenders issued by Heering et al are without obligations and apply for 30 days, unless otherwise indicated.

2.2 Prices exclude VAT, unless otherwise indicated.

2.3 Heering et al shall only be bound by an order given by the buyer if and after Heering et al have confirmed the order in writing.

2.4 Commitments through and arrangements with subordinates of Heering et al, if and provided that they do not have representation authority, only bind Heering et al after and provided that this is confirmed in writing by Heering et al

2.5 The content of the website, leaflets, catalogues and other documentation of Heering et al, such as prices, sizes, colours, assembly instructions and other specifications, are subject to changes and does not commit

Heering et al, unless this content is specifically referred to in the agreement. Each new price quotation of Heering et al disables the previous one.

2.6 If an agreement takes place through EDI (Electronic Data Interchange) or telefax, EDI and telefax messages will be equated to written documents. Buyer agrees that Heering et al communicates digitally with the buyer and with third parties.

2.7 If the buyer does not accept an offer from Heering et al, it must immediately return the offer and all corresponding documentation to Heering et al

2.8 Heering et al is not obliged to accept the product to be manufactured for production if the buyer has not yet approved the trial series provided by Heering et al and informed Heering et al of this in writing, or Heering et al has not yet confirmed this approval in writing. If Heering et al takes the product to be manufactured into production prior to the buyer's approval, the buyer shall also be obliged to purchase it.

3. Delivery; delivery period; partial deliveries; returns

3.1 Deliveries are made postage paid (CIF) throughout the Netherlands provided that the gross invoice amount excl. VAT is higher than the minimum gross postage paid amount excl. VAT mentioned by Heering et al in its applicable price list (islands excluded). For orders below the intended gross postage paid order amount excl. VAT, carriage costs will be charged. Deliveries are only made in the indicated packaging amount. If otherwise agreed a surcharge will be owed. In the case of deliveries to a different address than the fixed delivery address, the buyer will also owe Heering et al surcharge. If, as a condition for delivery, one of the Incoterms has been agreed, the Incoterms at the time of concluding the agreement shall apply.

3.2 Unless otherwise agreed in writing, the following applies:

- the products bought shall be transported at the buyer's risk, who needs to take out sufficient insurance;
- Heering et al decides the mode of transport of the purchased goods; and

- the risk concerning the purchased goods is transferred to the buyer at the moment of delivery.

3.3 Heering et al has the right to provide the buyer with instructions, standards and authorisation provisions for storage, treatment or processing, use or application of the purchased goods, which will be met by the buyer and made available to the buyer's customers. Buyer guarantees that the agreed delivery place is accessible and passable for vehicles of up to 40 tonnes and that a decent fork-lift truck is available that is suitable for unloading the purchased goods. Buyer is responsible and liable for this.

3.4 Buyer is obliged to receive the goods at the moment they are made available to him according to the agreement, or when they are delivered. If the buyer refuses this or fails to provide information or instructions that are required for delivery, the buyer shall be in default without the need for prior proof and the goods will be stored at the buyer's risk. In this case, the buyer will owe all additional costs, including storage costs.

3.5 An agreed delivery time is not an absolute deadline, unless explicitly otherwise agreed. In case of late delivery, the buyer must therefore declare Heering et al in default in writing.

3.6 The delivery time does not begin until the buyer has provided Heering et al with all information Heering et al indicates as necessary, or of which the buyer should in fairness understand that this is required in the framework of executing the agreement.

3.7 If changes in the order for Heering et al lead to the fact that executing the agreement requires more time, the delivery time will be extended with this extra required time.

3.8 The delivery time is based on the expectation that Heering et al can carry out activities related to the delivery as was foreseen when concluding the agreement and that the materials required for carrying out the agreement are supplied to Heering et al on time.

3.9 Heering et al is allowed to deliver the sold goods in parts. If the goods are delivered in parts, Heering et al shall be authorised to invoice each part separately. This does not apply if a partial delivery does not have an individual value.

3.10 Returns caused by the buyer's fault, shall be credited minus 15% of the goods value and any carriage costs. This only applies if everything is in an undamaged condition and it concerns goods from the regular range of stock of Heering et al. Returning is possible up to 30 days after receipt of the goods, unless otherwise agreed.

4. Requirements and standards in the country of destination

Buyer must make sure that the purchased goods and the corresponding packaging, labelling and other information meets all requirements and standards in the country of destination. Use of the purchased goods and conformity to the applicable requirements and standards in the country of destination shall be at the buyer's risk.

5. Samples; models; examples

If Heering et al has shown or provided a model, sample or example, this shall be assumed to only have been shown or provided for indicative purposes: the qualities of the goods to be delivered may differ slightly from the sample, model or example unless Heering et al has explicitly mentioned that the goods to be delivered are in accordance with the shown or provided sample, model or example.

6. Terminating the agreement

6.1 Claims of Heering et al against the buyer are immediately demandable in, among others, the following cases:

- if, after concluding the agreement, Heering et al would find out about circumstances that give Heering et al good reason for being concerned that the buyer will not meet its obligations;
- in case of liquidation, bankruptcy or suspension of payment of the buyer;

- if Heering et al has asked the buyer to stand surety for the observance and this surety fails to occur, or is insufficient;
- if the buyer is otherwise in default and does not meet its duties concerning the agreement.

In said cases, Heering et al is authorised to suspend the (further) execution of the agreement and/or to proceed to partial or full termination of the agreement, subject to the buyer's obligation to pay any damage suffered by Heering et al and without prejudice to the rights belonging to Heering et al

6.2 If circumstances occur relating to people and/or material of which Heering et al makes use or intends to make use of in execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or becomes so problematic and/or disproportionately expensive, that meeting the agreement can no longer be demanded in fairness, Heering et al shall be authorised to fully or partially annul the agreement.

Article 7. Matrixes

7.1 If Heering et al requires a matrix, mould, auxiliary tools, etc., Heering et al will first make these after the buyer has paid the agreed share of the production cost. Heering et al will start making adjustments, improvements or repairs to a matrix, mould, auxiliary tools, etc. after the costs (estimated, if necessary) have been settled. If no price has been agreed for this then the buyer shall pay Heering et al an advance upon first request at a fair price to be determined by Heering et al

7.2 Matrixes, moulds, auxiliary tools, etc. made by Heering et al and/or made fully or partially according to the instructions of Heering et al, are and shall remain the property of Heering et al The share of the production costs paid by the buyer should be considered as a share of the total costs. The matrixes, moulds, auxiliary tools, etc. will be kept by Heering et al if they are not used for production. If they have not been used for three years, then Heering et al can destroy them, without the need to pay the buyer any amount and without prejudice to the right of Heering et al to charge the buyer for the costs of destruction.

Article 8. Work; advice

8.1 Heering et al will offer advice, calculations, drawings and other information to the best of its knowledge and ability in accordance with the requirements of good workmanship, but is not responsible for achieving the intended results. Advice, calculations, drawings and other information (for instance, concerning the quality, capacity and/or results) provided by Heering et al are therefore entirely free of obligations and are provided as non-binding information by Heering et al

8.2 Buyer treats all advice, calculations, drawings, quotations and other information of Heering et al as strictly confidential and only to be used for the purpose they were intended for. The buyer is therefore not allowed to publicise, copy this information or to report or make it available to third parties in any other manner, without prior written permission from Heering et al

8.3 Heering et al is not liable for any direct or indirect harm, regardless of the form and reason, subject to this being deliberate or conscious recklessness by Heering et al or its managers and subordinates resulting from the provision of advice and/or information mentioned in article 8.1. Buyer indemnifies Heering et al against any third party liability. If invocation of this provision is not recognised at law, the limitation of liability stipulated in Article 19 shall apply in any case.

Article 9. Resources and documents

9.1 Resources and documents Heering et al makes available to the buyer, including: reports, advice, designs, drafts, drawings, software, displays, promotional material, estimates, specifications, models, moulds, matrixes and tools shall at all times remain the property of Heering et al

9.2 With regard to the resources and documents as indicated in paragraph 1 of this article, the buyer is responsible for:

- a. marking them as recognisable property of Heering et al;
- b. keeping them in good condition;

- c. insuring them against all risks for the time the buyer is the holder;
- d. returning them and making them available to Heering et al upon the first request.

9.3 Without prior written permission of Heering et al, the buyer is not allowed to multiply, copy, encumber, pass on, show to third parties or make these resources and documents -as indicated in paragraph 1 of this article- available or otherwise for the benefit of third parties.

Article 10. Software

10.1 If Heering et al makes software available to the buyer then Heering et al gives the buyer non-exclusive right to use the software. Buyer will always strictly meet the terms and conditions agreed with Heering et al The usufruct of the buyer solely concerns the right to load and use the software.

10.2 The buyer may only use the software in his own company or organisation at the processing unit for a certain number or a certain type of users or connections for which usufruct is provided. Usufruct can only concern several processing units and/or users if and provided that this was agreed with Heering et al in writing.

10.3 Usufruct of the software is non-transferable. The buyer is therefore not allowed to sell, rent, multiply, sub-licence, steal, encumber the software and/or the carriers that have this software, or to make it available to third parties for any reason. This also applies if the third party in question solely uses the software for the buyer's benefit.

10.4 Buyer shall not change the software in any way other than in the framework of rectifying errors, and not use it as part of processing data for the benefit of third parties. The software's source code and technical documentation resulting from the development of the software will not be made available to the buyer and may not be used by the buyer.

10.5 Immediately after ending the usufruct of the software the buyer shall return all copies of the software to Heering et al at his own expense.

10.6 If and insofar as Heering et al makes third party software available to the buyer, the third party conditions of this software shall apply in addition to these general conditions. In case of contradictions, these general conditions prevail. Buyer accepts the applicability of third party conditions.

10.7 Heering et al is allowed to take technical measures to protect the software. If Heering et al has technically protected the software, the buyer is not allowed to remove, evade or annual this protection.

10.8 Heering et al is not liable for any damage resulting from or related to use of the software or for damaged or lost data, unless this is a case of intent or deliberate recklessness of Heering et al or its managers and subordinates.

10.9 Buyer makes sure that no third party rights oppose the provision of Heering et al of equipment, software or materials with the objective of using or processing this and will indemnify Heering et al against any third party liability.

Article 11. Tolerance

11.1 Heering et al has the right to overrun or underrun the delivery by maximum 10% for stock profiles and maximum 20% for special profiles. Buyer must pay the price of the actually delivered number of profiles.

11.2 The profiles of Heering et al are, unless otherwise indicated, produced according to DIN measure 16941 2a. Any minor derogations in form, weight and colour do not give the buyer the right to refuse the delivery.

Article 12. Retention of title

12.1 Heering et al shall remain the owner of all goods delivered to the buyer under this agreement until the buyer has fully met the payment(s) concerning all these goods. If Heering et al has carried out services under this/these agreement(s) or still has to carry these out, the goods mentioned in the previous sentence shall remain the property of Heering et al until the buyer has also fully met the claims of Heering et al concerning payment(s).

In addition, the retention of title also applies to claims Heering et al has against the buyer due to the buyer's non-observance of this/these agreement(s).

12.2 If the right in the country of destination of the purchased goods has far-reaching consequences regarding retention of title of the goods other than what is determined in paragraph 1, these further options are expected to be agreed on for the benefit of Heering et al, on the understanding that, if it cannot be determined objectively which far-reaching regulations this stipulation concerns, what is laid down in paragraph 1 shall continue to apply.

12.3 Goods delivered by Heering et al that come under retention of title, may only be sold on in the framework of normal business operations. In case of bankruptcy or suspension of payment of the buyer, selling on the goods in the framework of normal business operations is also not allowed. Furthermore, the buyer is not authorised to pawn the goods or exert any other right to them.

12.4 For delivered goods that have become the property of other parties through payment and are still in the hands of the buyer, the buyer shall, at the first request of Heering, will put an (undisclosed) pledge for the benefit of Heering as additional security for claims Heering et al may have against the buyer for any reason. The authority included in this paragraph also applies to goods provided by Heering et al that have been worked or processed by order of the buyer, because of which Heering et al has lost its retention of title.

12.5 If the buyer fails to meet its duties or there is justified concern that he will not do this, then Heering et al is authorised to remove the goods/have the goods removed concerning retention of title with the buyer or third parties. Buyer is obliged to offer all cooperation under penalty of a fine of 10% of the amount owed per day.

12.6 If third parties want to exert any rights on the good provided under retention of title, the buyer is obliged to inform Heering et al as soon as possible.

12.7 If a third party pays the amount the buyer owes Heering et al, this shall not automatically lead to the fulfilment of the suspending condition of payment with regard to retention of title. In this case, Heering et al preserves its retention of title.

12.8 Buyer is obliged to mark the goods delivered under retention of title as the property of Heering et al and to insure them against fire, explosion, water damage and theft and to let Heering et al peruse the policy and the proof of premium payment of this insurance upon first request.

Buyer is obliged to do the following at the first request of Heering et al:

- to pledge to Heering et al all of the seller's claims on the insurers regarding the objects supplied subject to retention of title in the manner provided for in Article 3(239) of the Civil Code.
- to pledge to Heering et al. the claims which the buyer acquires vis-a-vis his buyers when reselling objects supplied by Heering et al. subject to retention of title in the manner provided for in Article 3(239) of the Civil Code,
- to grant cooperation in other ways regarding all fair measures Heering et al wants to take to protect its rights of ownership concerning the goods that do not unfairly hinder the buyer in the normal operations of its company.

Article 13. Payment

13.1 Unless agreed otherwise in writing, payment must be made within 30 days after the invoice date through a legal tender to the office of Heering et al or through transfer of the amount owed to the bank account of Heering et al

If, 30 days after the invoice date, full payment has not been carried out, then the buyer shall be in default. From the moment of default, the buyer shall owe interest on the claimable amount equalling the statutory interest applicable between Heering et al and the buyer.

13.2 Payment must take place without discount or deduction.

13.3 Payments made by the buyer shall always settle all owed interest and costs first and secondly, the claimable invoice that has been unpaid with the earliest date, even if the buyer mentions that the payment concerns a later invoice.

13.4 If the buyer is in default with the payment of any claim vis-à-vis Heering et al, Heering et al shall have the right to suspend all further execution of any agreements between Heering et al and buyer until this payment has been made, also if this was otherwise agreed, and cash payment may be demanded for the further delivery. What is laid down

also applies to any disputes of the buyer concerning the claim. Buyer is not authorised to suspend his payment duties because of complaints.

Article 14. Collection costs

14.1 If Heering et al takes collection measures against the buyer who is in default, the costs related to this shall be at the buyer's expense with a minimum of 10% of the unpaid amount.

14.2 Buyer owes Heering et al costs related to legal expenses incurred by Heering et al in all cases, unless these are unreasonably high. This only applies if Heering et al and buyer are conducting a judicial procedure and the judgement becomes final with regard to an agreement to which these general conditions apply, where the buyer is full or largely found to be in the wrong.

Article 15. Flaws; complaint deadlines

15.1 Buyer must have the purchased goods checked or check the goods himself. Here the buyer must find out whether the supplied goods meet the agreement, namely: whether the right goods have been delivered, whether the quantity of the delivered goods (for example, the number and the amount) correspond to what was agreed, whether the delivered goods meet the agreed quality requirements or – if these are lacking – meet requirements that are expected from normal use and/or for commercial purposes. Subject to evidence to the contrary, the amounts indicated by Heering et al on waybills, delivery notes, etc. shall be considered as correct.

15.2 The buyer must report visible flaws or shortcomings to Heering et al in writing within 14 days after delivery.

15.3 The buyer must report non-visible flaws within 14 days of their discovery, or when they should have been discovered in fairness, and no later than one year after delivery to Heering et al, in writing.

15.3 The said deadlines apply under penalty of expiry of any judgement.

15.4 Also if the buyer complains on time, his duty to pay the purchased goods shall remain.

15.5 Goods can only be returned to Heering et al after prior written consent.

Article 16. Price change

Heering et al has the right to change prices, unless agreed otherwise in writing. In case of a price change, the buyer has the right to dissolve the agreement concluded through a written declaration if there is a price increase of more than 10%. The dissolution must be carried out immediately after the buyer finds out about the price increase. If a price increase is the result of a legal or other government measure, Heering et al shall have the right to charge the price increase to the buyer, even if the agreed price is fixed, without this leading to a right of withdrawal of the buyer.

Article 17. Packaging

17.1 Heering et al is not obliged to pack the purchased goods. Provided that the purchased goods are packed, Heering et al may charge the packaging individually. Heering et al is not obliged to take back packaging, unless agreed otherwise in writing. Heering et al is free to choose how to pack and send the purchased goods.

17.2 Buyer is obliged to offer borrowed packaging (packaging intended for repeated use, such as steel containers), which continues to belong to Heering et al, empty for return to Heering et al within 14 days after delivery. If the buyer fails to meet his duties with regard to packaging, all resulting costs shall be at his expense. This may include, among others, costs resulting from late return, replacement costs and repair or cleaning costs.

Article 18. Guarantee

18.1 Heering et al guarantees that the goods it has delivered are free from design, material and manufacturing errors at the time of delivery.

18.2 If goods show a demonstrable design, material and manufacturing error that has been reported to Heering et al in writing within a year after delivery, the buyer (depending on the choice of Heering et al) has the right to a repair of the goods, or substitute goods or parts (to the same delivery address in the Netherlands), unless this error is the

result of a design, indication or request of the buyer. A replaced part/good becomes the property of Heering et al

18.3 The guarantee does not apply to, among others, damage that is (partly) due to:

- normal wear;
- improper treatment or use, including not observing instructions, other use than what it was intended for and unprofessional storage or maintenance of the purchased goods;
- work/assembly, installation or repair by third parties or buyer, without prior written permission from Heering et al;
- goods that have been provided by the buyer to Heering et al for processing or in execution of an agreement, and/or that have been applied in consultation with the buyer;
- the processing of the purchased goods by the buyer or third parties, unless it concerns a special form of processing that Heering et al has explicitly mentioned in its documentation, brochures, etc. and this processing has been carried out properly;
- vandalism, the influence of the weather or other external causes.
- Complaints reported outside the guarantee period mentioned by Heering et al and/or suppliers of Heering et al

18.4 The guarantee shall only apply if the buyer has met all its duties towards Heering et al or has provided sufficient surety for this (for instance, in the form of a bank guarantee).

Article 19. Liability

19.1 Only the guarantee as described in article 18 (Guarantee) of these conditions applies to flaws in delivered goods.

19.2 The liability of Heering et al is limited to the invoice value of the goods in question of the specific shipment.

19.3 Heering et al is not liable for consequential damage such as damage in the form of loss of profit and other indirect damage including, but not limited to, any liability of the buyer against third parties and costs for returning or replacing supplied goods.

19.4 Any right of action of the buyer against Heering et al expires after one year after the buyer has become familiar with this right of action, unless the buyer has started a legal procedure against Heering et al within this period.

19.5 Buyer indemnifies Heering et al against third party damage claims concerning goods Heering et al has supplied to the buyer or services provided for the buyer, providing and insofar that Heering et al would not have been liable vis-à-vis this third party/these third parties as a result of the agreement and these general conditions, if this third party/these third parties had been the buyer.

19.6 The limitations of liability in these general conditions also apply for the benefit of third parties involved by Heering et al in execution of the agreement.

19.7 Heering et al is not liable for damage of any kind that is a result of Heering et al assuming data provided by the buyer than is incorrect and/or incomplete. Heering et al is not responsible for verifying the correctness or completeness of data provided by the buyer. Buyer shall indemnify Heering et al against third party liability on this matter.

19.8 The information included on the websites of Heering et al is the sole source of technical information about the products of Heering et al. Heering et al reserves the right to adapt this information and is not obliged to inform the buyer about this. Heering et al is not liable for damage of any nature that is the result of advice given outside the websites of Heering c.s (whether or not by phone) or consultations, calculations or other statements concerning the delivered goods. Buyer is always obliged to assess the soundness of information and of the supplied goods in the framework of the buyer's intended use.

19.9 The limitation of liability included in these conditions does not apply if the damage is caused by intent or deliberate recklessness of Heering et al or its managers or subordinates.

Article 20. Force majeure

20.1 In this context, force majeure means: conditions that prevent the observance of the agreement that cannot be attributed to Heering et al. This will include (if and provided that these conditions make observance impossible or unfairly hamper them): strikes, a general lack

of required raw materials and other matters required to realise the agreed goods or services; unforeseeable stagnation among suppliers or other third parties Heering et al depends on, a situation where Heering et al does not achieve something that is required because of late or improper achievement of third parties, government measures such as import or export limitations that prevent Heering et al from meeting its duties on time and/or properly, terrorist attacks, limitations or cancellations of the provision of energy by public or private utility companies, fire, stagnation caused by frost or other weather influences, computer breakdowns and general transport problems.

20.2 Heering et al also has the right to appeal to force majeure if the condition preventing (further) observance occurs after Heering et al should have met its duties.

20.3 During force majeure all delivery and other duties of Heering et al will be suspended. If the period of observance of the duties of Heering et al is not possible due to force majeure lasting longer than three months, both parties shall be authorised to dissolve the agreement without the duty to pay damages.

20.4 If Heering et al has already partially met its duties when force majeure occurs or can only meet part of its duties, it is authorised to invoice the already provided and/or supplied part and the buyer is obliged to pay this invoice as if it concerned an individual contract.

21. Confidentiality

Both parties are, subject to the statutory obligations that apply to them, bound by confidentiality of all information they have obtained as part of this agreement from each other or from another source. Information applies as confidential if the information providing party imparts that this is confidential or if this results from the nature of the information.

22. Intellectual and industrial ownership; copyright

22.1 Heering et al reserves all rights of intellectual and industrial ownership, including, but not limited to, copyright, trademark rights, patent rights, databank rights, model rights and trade name rights. Unless agreed otherwise in writing, the intellectual and industrial rights of ownership on the purchased goods belong to Heering et al. This also applies to designs, semi-finished products, packaging, labels, models, drawings, moulds and knowhow.

22.2 Heering et al also reserves the right to use the increased knowledge for the execution of the work and for other purposes, provided that no confidential information is imparted to third parties.

22.3 If the intellectual and industrial rights of ownership do not yet directly belong to Heering et al, the buyer shall, insofar as possible, transfer these to Heering et al and guarantees this authorisation of Heering et al. If this transfer is not legal, the buyer shall transfer the intellectual and industrial rights of ownership to Heering et al upon the first request.

22.4 Buyer shall do everything in its power to help Heering et al obtain intellectual and industrial rights of ownership. Buyer is not authorised to exert any intellectual and industrial rights of ownership on the goods. Buyer shall not infringe the intellectual and industrial rights of ownership of Heering et al and refrains from registrations.

22.5 If the buyer requests Heering et al to manufacture goods or have goods manufactured according to drawings, models, specifications, samples or other indications of the buyer, then the buyer guarantees that the manufacture or delivery of these goods shall not infringe third party intellectual and industrial rights of ownership. Buyer indemnifies Heering et al against third party liability in this context.

22.6 If requested, the buyer shall request Heering et al to refrain from lending its full cooperation to measures to be taken against third parties for the enforcement and defence of the intellectual and industrial property rights.

23. Change of address

Buyer is obliged to immediately pass on a change of address to Heering et al in writing. Goods sent to the buyer's last known address shall be expected to have been received by the buyer.

24. Dispute settlement

In derogation of the statutory regulations for the authority of the civil court, any dispute between the buyer and Heering et al, provided that the court is authorised, shall only be submitted to the Court of Overijssel (location Zwolle). Heering et al shall, however, always remain authorised to submit a dispute before the applicable court according to law or in application of the international treaty.

25. Applicable law

25.1 Dutch law applies to any agreement between Heering et al and the buyer.

25.2 The applicability of each international treaty on the purchase of movable tangible property, whose operation can be excluded between the parties, shall be strictly ruled out.

More specifically, the applicability of the 1980 Vienna Convention (Convention on the International Sale of Goods 1980) is explicitly excluded.

26. Final provisions

26.1 In case of differences between translations of these general conditions and the Dutch text, the Dutch text shall prevail.

26.2 The invalidity or voidability of any stipulation of these general conditions or of agreements to which these general conditions apply, does not affect the validity of the other stipulations. Heering et al and the buyer are obliged to replace stipulations that are invalid or void by valid stipulations that are as similar as possible to the invalid or void stipulation.