

GENERAL PURCHASING CONDITIONS

the private limited company Bengi Engine Repair & Trading B.V.
Einsteinweg 14 3208 KK SPLJKENISSE
Registered with the Chamber of Commerce under number 24256038
APRIL 2018

1. Scope of applicability and voidability

1.1 These Conditions also apply to all acts and legal acts between Bengi Engine Repair & Trading B.V., hereinafter called Bengi, registered with the Chamber of Commerce under number 24256038 and the Supplier in relation to Purchasing Agreements, even if those acts or legal acts do not lead to, or are connected to, a Purchasing Agreement. These Conditions also form part of all follow-up agreements. In instances in which the Supplier, for any reason, as a consequence of Purchasing Agreements that have been concluded or are to be concluded by Bengi, owes compensation for damages to Bengi, Bengi's General Terms of Sale, Delivery and Payment also apply in this matter in addition to these Purchasing Conditions.

1.2 Bengi hereby expressly rejects the applicability of (general) conditions put forward by the Supplier.

1.3 If provisions from these Conditions are at any time in conflict with mandatory rules of law that are then in force and are consequently void or unenforceable, that fact shall not impair the validity of the remaining provisions of these Conditions. The same applies to the Agreements connected to them, which have been concluded or are to be concluded, and to follow-up agreements. Bengi is entitled to review these Conditions from time to time and shall inform the Supplier about this.

1.4 If it has explicitly been agreed otherwise, third parties shall not enter into any Agreement between Bengi and the Supplier.

1.5 If the Supplier inspects, or could have inspected, these General Purchasing Conditions in a language other than the Dutch language and differences of interpretation arise from the text, the Dutch version will prevail over the version in the foreign language, unless Bengi expressly waives this in writing.

2. Definition

2.1 In these General Purchase Conditions ("Conditions"), the following is given to mean:

- **Bengi**: the private company with limited liability Bengi Engine Repair & Trading B.V.;
- **Supplier**: every natural person or legal entity with whom Bengi enters into an Agreement or conducts talks or negotiations about the conclusion of a Purchasing Agreement;
- **Products**: all goods/items and the results of services that are delivered/supplied or will be delivered/supplied to Bengi for the execution of an Agreement;
- **Purchasing Agreement**: every purchasing agreement formed with the Supplier, every amendment or addition to it or further agreement, and all acts and legal acts for the preparation and/or execution of that Agreement;
- **Services**: all work (in any form and by any name, e.g. contract, acceptance of work, lending, etc.) that the Supplier does for, or for the benefit of, Bengi, in connection to the delivery/supply of products or otherwise;
- **Specifications**: the description of the products or services intended by the Supplier that is given, or referred to, in the Agreement; In the absence of a specific description that is valid between the Parties is the description that is commonly used in the industry;
- **Fault**: every deviation of the products or services from the specifications and every performance of the product that is otherwise not adequate and every service that is not correctly executed;

3. Formation of Agreement(s) and amendments

3.1 All Bengi's requests for proposal are subject to confirmation. Insofar as the Supplier responds to a request for proposal with a proposal that deviates slightly from the request, those deviations shall not form part of the Agreement and the Agreement shall be formed in accordance with Bengi's request for proposal. A proposal that deviates substantially from the request shall be regarded as not submitted and shall not lead to an Agreement, even if Bengi fails to object to the proposal.

3.2 The Supplier's submission of quotes, budget, cost estimate or similar information, whether submitted with a tender or offer or not, shall be regarded as a proposal. There shall be a two-month term for the acceptance by Bengi of the proposal submitted by the Supplier. Offers and quotes submitted by the Supplier are fixed and binding and cannot be altered prior to, or after, the formation of the Agreement unless Bengi has explicitly accepted, in writing, a change proposed by the Supplier. The Agreement is formed as soon as Bengi's written acceptance of the proposal or Bengi's written contract or order has reached the Supplier.

3.3 All information about (technical) specifications, applications, prices, delivery times and other information included in the tender, offer or agreement, provided that the Supplier has not explicitly reserved the right to the award of an agreement with respect to a follow-up in any form, unless it has been explicitly agreed otherwise in writing.

3.4 The Supplier cannot, and may not, derive any right from the award of an agreement with respect to a follow-up in any form, unless it has been explicitly agreed otherwise in writing.

3.5 Amendments and additions to any provision in the Agreement and/or conditions may only be agreed in writing. If an amendment and/or addition is agreed, that amendment or addition is only valid for the relevant Agreement.

4. Execution/delivery in due time

4.1 All delivery periods or delivery dates are final deadlines unless the Parties explicitly agree in writing that the delivery periods or delivery dates are flexible. The Supplier shall be held liable if it once exceeds the times agreed with Bengi for the full or partial execution by the Supplier of the Agreement concluded. Such an attributable failure shall be, for this provision, deemed equal to the full or partial failure to deliver the performance that is to be delivered.

4.2 The term for the execution commences when the Supplier accepts the Agreement or - if later - when the Supplier has at its disposal the information, models, materials or resources which Bengi is to provide pursuant to the Agreement and which the Supplier absolutely requires, and of which the Supplier has notified Bengi, to start on the execution of the Agreement.

4.3 In the event of an overdue delivery by the Supplier, Bengi has the right to suspend payment or to refuse to pay and/or Bengi is entitled to compensation for the damage it has incurred and/or may yet incur, if that is reasonably necessary in Bengi's opinion.

5. Contract variation

5.1 Bengi is entitled to make changes to the specification prior to or during the execution of the Agreement or to request additional delivery of products and/or an extension of the services after the execution of the Agreement. The Supplier declares that it agrees in advance, insofar as it is capable, to execute the altered Agreement intended in this paragraph and/or to deliver products and/or services on the same conditions and for the same prices.

5.2 A demonstrable reduction of the performance the Supplier is to deliver according to the changes shall be regarded as contract reduction. In the event of contract reduction, Bengi and the Supplier shall discuss a reasonable reduction of the fee due, working on the principle that the fee shall be reduced proportionately to the reduction of the performances to be delivered by the Supplier.

5.3 If, as a consequence of the changes intended in paragraph 5.1, the performances to be delivered by the Supplier pursuant to the Agreement become considerably more complicated or extended, it shall be regarded as contract extras for which the Supplier shall receive compensation. Additional work the Supplier could have and should have foreseen when the Supplier accepted the Agreement shall not be deemed contract extras. If the Supplier believes it is entitled to compensation for contract extras, it shall submit a tender for it. Bengi is not obliged to pay for contract extras, which are understood to include the delivery of greater quantities than stated in the Agreement and for which Bengi has not issued any written, specific order.

5.4 In the event of contract variations, the delivery date of the products or delivery of the results of the services shall be re-established in writing by means of a written confirmation.

6. Contract out the execution/delivery to third parties

6.1 The Supplier is obliged to execute the Agreement itself, unless Bengi has given written approval for engaging, subcontracting or procurement from third parties.

6.2 The Supplier is fully responsible for any contribution from third parties to the execution/delivery by third parties as if it were the Supplier's own performance.

6.3 Bengi is indemnified by the Supplier concerning the execution/delivery of the Agreement against any claims and claimed rights from third parties involved.

7. Quality guarantee and performance

7.1 The Supplier is obliged to execute the Agreement strictly in accordance with the specification. The Supplier shall, in every case, deliver at least the numbers and/or performance stated in the Agreement.

7.2 The Supplier guarantees the soundness of the products delivered by it and/or services rendered by it. That guarantee comprises at least that:

- the products and/or services are suitable for the specific purpose for which Bengi entered into the Agreement, insofar as the Supplier was aware of that purpose or could have known it by means of timely questions put to Bengi;
- the products are new, of good quality and free of errors in design, treatment, manufacture, construction and size and also free of faults in the materials used, as a consequence of the changes intended in paragraph 5.1, the performances to be delivered by the Supplier pursuant to the Agreement have not expressly agreed otherwise with Bengi in writing;
- the products are manufactured and the services rendered in accordance with the latest technical standards and with due observance of the standards of excellent quality;
- all applicable national and international regulations relevant to the products, their packaging and/or services are strictly observed;
- the products and/or services, for that matter, comply with the requirements that can be reasonably set for them and have all other features that Bengi might, in all reasonableness, expect from them;

7.3 The products are accompanied by comprehensible directions for use and instructions for such matters as maintenance and assembly in Dutch and that all the spare parts that might be needed during the product's technical life are available on a call-off basis.

7.4 Products are deemed to be inadequate in any case, within the meaning of the previous paragraph, if faults arise in them within two years of delivery, unless the Supplier demonstrates that the faults are the consequence of normal wear and tear or attributable to Bengi. The aforesaid guarantee means, without limiting Bengi's rights to compensation for the costs, damage and interest, that the faults that arise within two years of delivery are remedied immediately, in full and free of charge by the Supplier at Bengi's request, if necessary by replacing the products or their parts, or by rendering the relevant services once again. If the Supplier or the Supplier's supplier usually give a guarantee that is longer than two years, that longer term shall apply to Bengi. In materials shall always be carried out on site unless this is impossible. If the repairs cannot be carried out within a term reasonably to be fixed by Bengi or cannot be carried out on site, the Supplier shall, at the Supplier's expense and risk, arrange for transport to and from a location that is suitable for the repairs. At Bengi's request, the Supplier shall supply a suitable replacement for the period necessary for the repairs, free of charge.

7.5 After the repair of an attributable failure, a new guarantee period shall commence with respect to the failure, as specified in paragraph 7.3 and the Supplier guarantees the soundness of the replaced or repaired products as specified in paragraph 7.2. The current guarantee of the product shall be at least extended by duration of the fault.

7.6 Bengi is always entitled, if it reasonably believes this to be necessary, to carry out or to commission (provisional) repairs at the Supplier's expense after Bengi has given the Supplier the opportunity to carry out or commission the repairs itself and the Supplier has failed to do so within the term fixed by Bengi. In the event of such repairs, the Supplier shall be held liable for the costs and circumstances. The Supplier shall bear the costs arising from this. This is without prejudice to Bengi's rights pertaining to the damage incurred.

7.7 In instances in which the products reveal deviations in quality, quantity or colour structure or composition compared to the product that was originally offered, such as, but not limited to: differences in description, design, drawing, copy, model or sample, according to Bengi's choice, Bengi is entitled to reject the products in question, claim discounts, cancel the relevant Agreement and cancel the agreements connected to it, either fully or partially, and/or has a right to compensation for damages.

8. Delivery of goods and services

8.1 Ordered products should be delivered DDP (Incoterms), carriage paid, to the destination address given by Bengi, even if it is not on the ground floor or at the front door. The Supplier is obliged to provide sound packaging in accordance with all applicable regulations and also to provide security, insurance and adequate transport. Deliveries of products in instalments is only permitted if that has been explicitly specified in the Agreement or with Bengi's written consent.

8.2 The Supplier bears the full risk for the delivery (including transport to the destination and unloading address), even if the Supplier uses Bengi's staff for the execution of any delivery operations.

8.3 The Supplier is, at Bengi's request, obliged to collect all packaging and other material used for the delivery and to take it back, process it or return it to Bengi for further processing, at the Supplier's expense and in accordance with the applicable rules.

8.4 Bengi is entitled to postpone the delivery of ordered products and/or the execution of ordered services for a period not exceeding sixty calendar days by addressing a written statement to that intent to the Supplier. If Bengi exercises that right, the Supplier shall store the products in a suitable place, separately, for Bengi, insure them and implement suitable measures to prevent loss of quality. Bengi is, in such cases, obliged to pay the Supplier reasonable compensation for the costs of such storage, measures and insurance.

9. Inspection

9.1 Bengi shall inspect the delivered products or delivered services within a reasonable term following the delivery or execution, without prejudice to Bengi's right to lodge a complaint at a later stage.

9.2 Acceptance does not have any more far-reaching meaning than that, in Bengi's provisional opinion, the external condition of the products or the visible execution or external results of the services is/are in accordance with the Agreement. In particular, acceptance does not obstruct a later appeal made by Bengi on the grounds of the Supplier's non-fulfilment of the Supplier's guarantee obligations or of any other obligation towards Bengi.

10. The transfer of ownership and risk; selling products on

10.1 Bengi acquires the ownership of the products when they are delivered to it or at such an earlier time when the legal transfer (otherwise) completed or the products are stored at Bengi's request and for Bengi's benefit. The Supplier bears the risk of damage or loss of ordered products until they have been delivered to Bengi.

10.2 As soon as the ownership of the products has been transferred to Bengi or has been put into Bengi's possession, Bengi is entitled to process, treat, alienate and pledge the products and put them otherwise in the control of third parties.

11. Items made available by Bengi

11.1 Bengi remains the owner of all items it makes available to the Supplier in connection with the Agreement. The Supplier shall refrain from such actions or omissions with regard to the items that would cause Bengi to lose the ownership of them by specification, accession, confusion of property or by any other means, with the exception of what Bengi's written permission to do so. Furthermore, the Supplier shall ensure that the items are not encumbered or charged with the rights of third parties.

11.2 The Supplier shall insure the items at its own expense, on the usual conditions, against all instances of damage that are the consequence of full or partial loss or damage, regardless of the cause. Bengi is entitled to request inspection of the relevant policy or policies.

11.3 The Supplier shall return the items to Bengi in good condition, unless Bengi gives the Supplier other instructions. The Supplier shall bear the full risk for the use of the items. Bengi cannot be held liable for any detrimental consequences of the use of the items by the Supplier or the Supplier's third parties, with the exception of intent or deliberate recklessness of Bengi or its staff and/or third parties engaged by it. The Supplier shall not use the items for, nor shall the Supplier grant the authority to use those items or allow those items to be used by third parties or in connection with any other purpose than the correct execution of the Agreement.

12. Prices, VAT, payment and setoff

12.1 All prices quoted by the Supplier are fixed, expressed in euros and do not include VAT (turnover tax). All prices include the costs of delivery, including transport, unloading, handling and packaging, shipping and insurance up to the delivery, unless specified otherwise in the Agreement.

12.2 Agreed prices can and may never be raised during the term of the Agreement, unless it has been agreed otherwise in writing. The Supplier is never entitled to charge on a price or cost price increase to Bengi unless the increase has been accepted by Bengi in writing in advance. The prices of services always include all travel costs and subsistence expenses, costs of preparatory work and all other costs.

12.3 Under copies, sketches, drawings or models, extra labour-intensive, faulty information carriers, computer software, data files and faulty means of delivery of items that are to be delivered to the Supplier that cause the Supplier more work and/or more expenses than was or could be foreseen when the Agreement was concluded do not in any case form any reason for an increase of the agreed price or prices.

12.4 Payment is not owed by Bengi before the full and correct execution of the Agreement. The Supplier shall send an invoice only after the full and correct execution of the Agreement and Bengi shall pay that invoice within sixty days of its receipt. The invoice should contain, in addition to the information desired by law and/or regulations, at least a description of the goods delivered and/or performance(s) as well as the order number (if applicable) and/or other references specified by Bengi. If Bengi owes any interest due to overdue payment on top of the amount due, that interest shall never be more than the statutory overall interest as intended by Article 6:119 of the Dutch Civil Code; however, this shall not be before the receipt of a written demand for payment after the aforesaid payment period has expired which specifies a reasonable further period for payment.

12.5 Bengi is entitled to set off every claim the Supplier has against Bengi against any claim Bengi has against the Supplier for any reason and whether or not it is already due and payable.

13. Liability, force majeure and indemnification

13.1 The Supplier bears the full risk for the execution of the Agreement. All damage arising from, or connected to, the execution of the Agreement that might be incurred by Bengi and/or third parties shall be compensated by the Supplier, regardless of whether that damage was caused by the Supplier itself, or by the staff of the Supplier, or by another natural person or legal entity. The Supplier involves in the execution of the Agreement. The Supplier shall be held liable for all damage incurred by Bengi caused by overdue delivery. That damage is also understood to include the compensation for damage that Bengi owes its clients, if any, in the matter of the contract accepted by Bengi that corresponds to/s related to the contract awarded by Bengi and the lost profit in the matter of the relevant contract accepted by Bengi. The Supplier shall indemnify Bengi against all claims those third parties (want to) file against Bengi.

13.2 Insofar as Bengi's staff, or the third party engaged by Bengi based on collaboration and/or rendering assistance, is involved in the performance of the transaction between Bengi and the Supplier, the Supplier shall be held liable for all damage caused, including the damage that Bengi and/or the third party engaged by Bengi incurs and/or has incurred.

13.3 In the event of an attributable failure ('force majeure'), the Supplier is fully liable for all damage that Bengi or third parties might incur due to any fault in the goods delivered and/or services rendered. Force majeure does not include, in any case: fire, water damage, factory stop, import and export obstructions, governmental measures, power cuts, a failure to fulfil a guarantee, lack of staff, strikes, ill health staff, overdue supply of and/or unsuitability of materials and raw materials, attributable failure or illegal acts by suppliers or by third parties engaged by the Supplier and/or liquidity and/or solvency problems on the part of the Supplier. Nor is a situation deemed force majeure if the Supplier is not capable of providing the goods or services, although they can be provided by a third party. In such cases the Supplier shall bear the expense of commissioning that third party to deliver the performance. If the period of force majeure lasts longer than two months, both Parties are authorised to cancel the Agreement.

13.4 Without prejudice to the further right to be entitled to charge the Supplier all legal and out-of-court costs, costs of legal aid, including (even though they are not) the costs incurred by the court) incurred, or to be incurred, by Bengi for the collection of any sum due or for the acquisition of fulfillment of a part of the Supplier's obligations.

13.5 The Supplier has adequate insurance, and shall keep that adequate insurance, for statutory and professional liability. The Supplier undertakes - as soon as the Supplier is held liable by Bengi - to assign all claims in the matter of payment(s) for insurance money at Bengi's request. At Bengi's request, the Supplier shall furnish Bengi with copies of the relevant policies.

14. Intellectual property

14.1 On the formation of the Agreement, the Supplier shall transfer to Bengi all intellectual property rights and database rights that within the context of the Agreement relate to the products to acquire or develop by the Supplier, without reserving any entitlement that accompanies them. That transfer shall be accepted by Bengi on entering the Agreement or immediately after the creation of those rights. If, under any relevant legal system, any further act or legal act is necessary for that transfer and/or its effect, the Supplier shall notify Bengi in this and always provide Bengi with all the necessary cooperation. By this means, the Supplier grants Bengi an unconditional and irrevocable power of attorney to perform all legal acts in the Supplier's name that are necessary in the future to effect the transfer of the intellectual property rights. Insofar as possible, the Supplier waives personality rights to the products that may be accorded to it. The Supplier guarantees that the Supplier will not have encumbered the intellectual property rights or data base rights in any way. The transfer comprises all entitlements that may be exercised with respect to the products, now and in the future. The transfer pertains to all rights in the products, including but not limited to: the right to reproduce, to disseminate, to publish, to make available to the public, to disseminate, to disseminate, electronic or otherwise, desired by Bengi, based on both the current and the future technical standards and on both domestic and foreign law.

14.2 If and insofar as the Parties have agreed in writing that no transfer as intended in the former paragraph shall be effected, the Supplier grants Bengi a non-exclusive licence under all the Supplier's rights, if any, of intellectual property to the products and/or services, including, but not limited to, rights to patents, models, utility models, brands and know-how. Under the terms of that licence, Bengi is entitled to use or commission the use of the products (including (commissioning) changes, treatment, processing and repairs) and furthermore, Bengi has the authority to deliver, or grant for use, the products, including but not limited to: the right to reproduce, to disseminate, to publish, to make available to the public, to disseminate, electronic or otherwise, desired by Bengi, based on both the current and the future technical standards and on both domestic and foreign law.

14.3 If and insofar as the Parties have agreed in writing that no transfer as intended in the former paragraph shall be effected, the Supplier grants Bengi a non-exclusive licence under all the Supplier's rights, if any, of intellectual property to the products and/or services, including, but not limited to, rights to patents, models, utility models, brands and know-how. Under the terms of that licence, Bengi is entitled to use or commission the use of the products (including (commissioning) changes, treatment, processing and repairs) and furthermore, Bengi has the authority to deliver, or grant for use, the products, including but not limited to: the right to reproduce, to disseminate, to publish, to make available to the public, to disseminate, electronic or otherwise, desired by Bengi, based on both the current and the future technical standards and on both domestic and foreign law.

14.4 The Supplier shall always return all samples, drafts, papers, titles, logos, articles, copies, sketches, drawings, calculations, models, photographic recordings, lithographs, films, information carriers, software and/or hardware, address files and/or data files that Bengi, or third parties engaged by Bengi, make available to the Supplier. The Supplier is only entitled to use those items within the context of the execution of the Supplier's obligations arising from the Agreement.

14.5 The Supplier shall always return all samples, drafts, papers, titles, logos, articles, copies, sketches, drawings, calculations, models, photographic recordings, lithographs, films, information carriers, software and/or hardware, address files and/or data files, whether they have been approved or rejected, at Bengi's request relating to the products to acquire or develop by Bengi, or articles that are made at Bengi's request or, with Bengi's written consent, destroy them, which case prior to the destruction should be submitted to Bengi. The Supplier is not entitled to any publication or reproduction in any form without Bengi's written consent. The Supplier bears the costs and risk of the return shipment.

14.6 The Supplier shall ensure that the products and/or services do not infringe on rights of Bengi's intellectual property or those of third parties and indemnifies Bengi and its clients against any such infringement, including similar claims related to know-how, unauthorised disclosure, etc.

14.7 If proceedings due to infringement of intellectual property rights are instigated or if the possibility of that arises, the Supplier shall, according to Bengi's choice and without prejudice to Bengi's rights, including Bengi's right to cancel the agreement, at the Supplier's expense:

- as yet acquire the right to continue Bengi's use of the (relevant part of) the products and the results of the services; or
- as yet acquire the right to continue Bengi's use of the (relevant part of) the product and/or the results of the services; or
- as yet acquire the right to continue Bengi's use of the (relevant part of) the product and/or the results of the services for compensation for costs, damages and interest. Alteration and/or replacement may not result in the limitation of the options Bengi has for the use of the products or the results of the services.

14.8 The Supplier undertakes, at its own expense, to implement all measures that can contribute to the prevention of Bengi's stagnation and to limiting the extra costs and/or damage to be incurred by Bengi.

15. Confidentiality

15.1 The Supplier, its staff and third parties engaged by it are obliged to maintain strict confidentiality with respect to all information concerning Bengi that the Supplier acquires in connection with the Agreement or its execution, all of which including the existence of the Agreement and the nature, reason and results of the executed work. The duty of confidentiality shall remain in effect after the execution of the Agreement.

15.2 On the matter of the information disclosed to the Supplier by Bengi, the Supplier undertakes to:

- observe all reasonable measures for safe storage;
- only disseminate the information acquired on the basis of the principle 'necessity'; and not to preserve the information for longer than is reasonably necessary for the execution of the Agreement.

15.3 The Supplier shall ensure that its staff and third parties engaged by it sign a non-disclosure agreement that contains the provisions of this Article. At Bengi's request, the Supplier shall furnish Bengi with copies of the non-disclosure agreements.

16. Perpetual clause

16.1 When conducting business with the Supplier, Bengi wishes not to be become involved in any way in corruption, terrorism and/or in transactions that are subject to embargoes of the Member States of the European Community, neither directly nor indirectly. Through the formation of agreements between Bengi and the Supplier, during which the Supplier could, at that time or prior to such, have inspected these Purchasing Conditions, the Supplier shall explicitly notify Bengi that the aforementioned circumstances do not exist and that the Supplier is also not involved in such, neither directly nor indirectly. The Supplier shall also notify, in the aforementioned manner, that the performance and/or goods ordered by Bengi shall not be used in any way by the Supplier or by third parties in the relevant part of) the product and/or the results of the services; or

16.2 At any time the Supplier becomes aware, or has a reasonable suspicion, that it is, or is becoming, involved in the circumstances as referred to in this Article under 16.1, the Supplier is obliged to notify Bengi of this immediately.

In that case Bengi is entitled to terminate the Agreements made with the Supplier either fully or partially and to cancel the Agreements that are yet to be concluded. Bengi shall be released from its payment obligation due to the termination and/or cancellation and the Supplier cannot exercise any right to compensation for damages in any form.

16.3 Bengi is entitled to report the knowledge it obtains and/or has obtained regarding the aforementioned circumstances or in the event of a reasonable suspicion of such circumstances to the competent authority/authorities and to provide that authority/those authorities with all the relevant information, including the information Bengi obtained under a previously agreed duty of confidentiality. In that event Bengi cannot be held liable in any way by and/or on behalf of the Supplier, neither directly nor indirectly.

17. Term and cancellation

17.1 In the event an Agreement can be regarded as a continuing performance contract, that Agreement can be terminated by Bengi with due observance of a one-month notice period, without Bengi owing any compensation for damages or otherwise in that connection. The same applies in the event a contract is issued several times consecutively for a periodic issue.

17.2 If the Supplier does not execute the Agreement properly or the term for the execution of an Agreement is exceeded, or, in the opinion of Bengi, it is determined that the Supplier shall not execute the Agreement, or shall not execute it properly, Bengi has the right, without prejudice to its other rights, to fully or partially terminate the Agreement by means of a single notification to the Supplier without further notice of default.

17.3 Bengi is authorised to, in the event the Supplier is granted a (temporary) moratorium, go into liquidation, shutdown or the Supplier's company is wound up or (in the event of a natural person) in the event of his/her death, or in the event of a legal merger of the Supplier, or if a substantial part of the Supplier's control passes to others, among other things, to terminate the Agreement.

17.4 If Bengi terminates the Agreement, the Supplier must immediately repay Bengi all the payments the Supplier has received as undue. Insofar as, at the time of the termination, the performance already delivered by the Supplier does not qualify for reversal, the value shall be fixed at a reasonable value, which will be determined by Bengi. Insofar as reversal is possible, Bengi has the right to keep the performance that has been delivered, according to Bengi's choice, for a reasonable compensation to be decided by Bengi, or to return the performance to the Supplier, at the Supplier's expense and risk. Bengi shall be released from its payment obligation due to the termination and the Supplier cannot exercise any right to compensation for damages in any form.

17.5 A termination as intended in paragraph 17.1 or 17.2 shall not cause Bengi's rights, which are, in Bengi's reasonable opinion, by nature intended to remain in effect even after the cancellation, to end.

18. Transfer of rights and obligations

18.1 The Parties are not entitled to transfer the rights and obligations, or any part of them, arising from the Agreement without the Other Party's prior written consent. That consent shall not be refused without reasonable grounds. The Parties may attach reasonable conditions to that consent. Bengi is entitled to transfer the rights and obligations to another undertaking belonging to its group without the Supplier's prior consent.

19. Applicable law, competent court

19.1 All Agreements concluded under the system of these Conditions and all disputes that might arise from them are governed by Dutch law, or the law of the country of the Supplier, according to Bengi's choice. Bengi also has the right to declare the Vienna Sales Convention (CISG) applicable or not. All disputes in the matter of Agreements concluded under the system of these Conditions should be brought before the Court of Rotterdam (the Netherlands) or the court of the Supplier's choice, according to Bengi's choice. The exception to this is if, at any time, pertinent national or international mandatory rules of law should prescribe otherwise.

Final provision

These Conditions have been prepared and filed on behalf of Bengi by [De Incassokamer B.V.](#) and have been established under the scope of its current and future General Terms and Conditions of Sale, Delivery and Payment. These General Purchasing Conditions are subject to the © copyright of 'De Incassokamer B.V.'