

## General Terms and Conditions for trading partners of Blue Wonder! B.V. trading under the name of Blue Wonder (B2B)

### Article 1 Definitions.

1.1 The terms used in these General Terms and Conditions are defined as follows:

**General Terms and Conditions:** these general terms and conditions of sale and delivery of Blue Wonder;

**Customer:** the legal entity or natural person, not being a consumer, who concludes a contract or intends to conclude a contract with Blue Wonder;

**Agreement:** any agreement that is formed between Blue Wonder and the Customer - whether or not via the webshop - any change or addition thereto, as well as all legal or other acts in preparation and in execution of that Agreement;

**Products:** all movable Products to be supplied by Blue Wonder to the Customer under an Agreement;

**Blue Wonder:** the private company with limited liability Blue Wonder! B.V., also trading under the name of Blue Wonder, having its registered office in Uitgeest, the Netherlands, and its principal place of business at Leidsevaartweg 1, 2106 NA Heemstede, the Netherlands, registered with the Chamber of Commerce under number 35020835, in its capacity as user of these General Terms and Conditions;

**Website:** the website [www.bluewonder.com](http://www.bluewonder.com) where the Customer can order the Products of Blue Wonder electronically.

### Article 2 Applicability.

**2.1** These General Terms and Conditions apply to all offers by and Agreements with Blue Wonder, as well as any legal relationship that Blue Wonder is a party to. The General Terms and Conditions also apply to any follow-up agreements between Blue Wonder and the Customer. The Customer will be deemed to have agreed to this.

**2.2** Provisions varying from these General Terms and Conditions are only valid if explicitly agreed in writing between Blue Wonder and the Customer. In that event, the expressly agreed on derogations shall prevail.

**2.3** If one or more provisions of these General Terms and Conditions are fully or partially void or are declared void at any time, the remaining provisions of these General Terms and Conditions remain fully in effect. In that case, Blue Wonder and the Customer will consult with each other to agree on new provisions to replace the void or voided provisions that are in line with their intentions upon drafting the void or voided provision.

**2.4** If Blue Wonder does not always require strict compliance with these General Terms and Conditions, this does not mean that their provisions do not apply or that Blue Wonder loses the right to require strict compliance with the provisions of the General Terms and Conditions in any other cases.

**2.5** If Blue Wonder deviates from these General Terms and Conditions in one or more Agreements with the Customer, this does not mean that this deviation also applies to previous or future Agreements between Blue Wonder and the Customer.

### Article 3 General terms and conditions of the Customer and/or third parties.

**3.1** The applicability of any purchase conditions or other conditions of the Customer and/or third parties is explicitly rejected. Blue Wonder only accepts the applicability of general terms and conditions of contracting parties and/or third parties if this is agreed explicitly and in writing.

**3.2** However, any applicability of general terms and conditions as referred to above does not affect the applicability of the General Terms and Conditions of Blue Wonder, unless they conflict with those general terms and conditions of contracting parties and/or third parties.

**3.3** Blue Wonder only accepts general terms and conditions of the Customer and/or third parties subject to the above conditions, and they are applicable only to the designated transaction. Later transactions will not automatically again be dealt with subject to the application of these general terms and conditions.

#### **Article 4 Offers.**

**4.1** All offers and/or quotations of Blue Wonder are without obligation, unless explicitly stated otherwise, and Blue Wonder may revoke them at all times.

**4.2** Offers do not automatically apply to repeat orders and/or follow-up agreements, and Blue Wonder reserves the right to change the prices of the offers.

**4.3** The validity of all offers is: while stocks last, or the term stated on the Website. If the validity of an offer is exceeded, the offer ends by operation of law, and the Customer cannot take up the offer any more.

**4.4** An obvious mistake or manifest errors in the offer are not binding on Blue Wonder.

**4.5** The stated prices apply to delivery ex works or ex warehouse of Blue Wonder, excluding turnover tax and excluding pallets and/or packaging.

**4.6** Information in printed matter, provided by Blue Wonder, is as accurate as possible, but without obligation. This information is subject to change without prior notification and is not binding on Blue Wonder.

#### **Article 5 Arrangements.**

**5.1** Arrangements or Agreements with subordinate members of Blue Wonder staff are not binding on Blue Wonder if they have not been confirmed by Blue Wonder in writing. In this context, subordinate staff is understood to mean all employees and members of staff who do not have power of attorney.

#### **Article 6 Formation of Agreement.**

**6.1** The Customer's order is regarded as an offer to enter into an Agreement.

**6.2** Blue Wonder will confirm receipt of the order in writing, which also includes via email, or orally. The Agreement is formed at the time that Blue Wonder confirms the Customer's order in writing or orally.

**6.3** Every Agreement entered into with Blue Wonder includes the resolute condition that the Customer has proved its sufficient creditworthiness, such exclusively at the discretion of Blue Wonder. The Customer will allow Blue Wonder to request information in that respect from a third party, if necessary.

**6.4** Information concerning the offered product, such as properties, sizes, colour, etc. as well as information in printed matter or drawings, images, etc. that Blue Wonder provides with the offers are not binding on Blue Wonder and are provided in good faith.

#### **Article 7 Prices.**

**7.1** All Agreements are concluded on the basis of the prices that apply at the time of conclusion.

**7.2** Price lists and advertising materials are subject to changes and are not binding on Blue Wonder.

**7.3** Blue Wonder has the right to change any prices or parts thereof of Products that have not yet been delivered and/or paid if one or more cost factors (which include but are not limited to wages, social insurance charges, turnover tax, etc.) undergo a change after concluding the Agreement that directly influences the price of the Products to be delivered, even if this change was made under circumstances that could have been foreseen at the time of the offer. Blue Wonder is also authorised to adjust prices immediately if a statutory price-determining factor gives rise to this.

**7.4** When making offers, Blue Wonder assumes that it will be able to perform its activities under normal and customary circumstances. If any special circumstances occur, which force Blue Wonder to incur additional costs, Blue Wonder will inform the Customer of this in writing, and Blue Wonder has the right to charge the Customer the additional costs.

**7.5** If the fluctuation of prices amounts to more than 2% of the agreed transaction, both parties have the right to require full settlement.

#### **Article 8 Partial delivery.**

**8.1** Every partial invoice, which also includes the delivery of Products of a combined order, may be invoiced: in such case, the payment must be made in accordance with the provisions of Article 22 of these General Terms and Conditions.

#### **Article 9 Packaging.**

**9.1** If necessary, packaging is calculated at cost and will not be taken back. The necessity of using packaging is at the discretion of Blue Wonder.

#### **Article 10 Deposit.**

**10.1** Blue Wonder has the right to request a deposit upon entering into the Agreement.

**10.2** If the Agreement is terminated on account of breach of contract on the part of Blue Wonder, the Customer has the right to a refund of the payment made, in addition to any compensation, as provided for in more detail in these General Terms and Conditions, which in any event includes the statutory interest on the amount that they paid in advance.

#### **Article 11 Transport.**

**11.1** The Products are sent in the manner stated by Blue Wonder. If the Customer wishes to receive a shipment in another manner, for example by express delivery, any additional costs involved are payable by the Customer.

#### **Article 12 Execution of Agreement and delivery**

**12.1** Any stated delivery periods are always target dates. These delivery periods are not binding on Blue Wonder, are indicative only, and can never be regarded as strict deadlines, unless Blue Wonder and the Customer have explicitly agreed otherwise in writing. Blue Wonder does its utmost to observe the relevant delivery periods where possible, but the mere exceeding of a delivery period does not constitute a breach.

**12.2** The delivery periods have been determined in the expectation that there are no impediments for Blue Wonder to deliver the Products to the Customer.

**12.3** Blue Wonder delivers the Products to the Customer's address stated during the order. All risks with respect to Products to be delivered by Blue Wonder pass to the Customer at the time that the Products are transferred from Blue Wonder's warehouse to the carrier. The risks of transport are the Customer's full responsibility. However, the Products remain the property of Blue Wonder until the Customer has paid the price in full, as provided in Article 20 of these General Terms and Conditions.

**12.4** The Customer must take possession of the Products immediately at the time of delivery.

**12.5** If the Customer refuses to take possession of the ordered Products, all claims of Blue Wonder against the Customer are immediately due and payable, and Blue Wonder has the right to:

- a: deliver the Products by means of a written notification, in which case Blue Wonder will store the Products at its location or the location of a third party from the time of written notification, such as the Customer's risk and expense, including the risk of deterioration of quality; or
- b: proceed with full or partial termination of the Agreement, and to sell and deliver the Products to a third party/third parties.

**12.6** If Blue Wonder, in any form whatsoever, suffers loss as a result of the fact that the Customer refuses to take possession of the ordered Products, the Customer is liable for this loss.

#### **Article 13 Amendment to the Agreement**

**13.1** Changes in the original order, of any nature whatsoever, made either in writing or orally by or on behalf of the Customer, leading to higher costs than those taken into account in the quotation are charged additionally to the Customer. If the Customer is not willing to pay these additional costs, Blue Wonder has the right - at its discretion - to suspend the delivery or to terminate the Agreement.

**13.2** The Customer must have communicated to Blue Wonder in good time and in writing any changes in the performance of the Agreement required by the Customer after the Agreement has been formed. These changes are only binding on Blue Wonder to the extent that Blue Wonder has accepted them and has confirmed them in writing. If changes are stated orally or by telephone, the risk of the implementation of the changes is the Customer's responsibility.

**13.3** Changes made may result in Blue Wonder exceeding the previously agreed delivery period beyond its responsibility. Such exceeding of the delivery period will never entitle the Customer to compensation, payment and/or termination of the Agreement.

#### **Article 14 Cancellling.**

**14.1** If the Customer cancels the order and/or refuses to take possession of the Products, they are obliged to take over the materials and raw materials already purchased by Blue Wonder, whether or not processed or treated, at cost price, including any wages and social insurance charges. The Customer will also owe Blue Wonder the sum of 1/3 of the agreed price as compensation.

**14.2** The Customer is furthermore obliged to indemnify Blue Wonder against third-party claims as a result of the cancellation of the order and/or refusal of the Products.

**14.3** Without prejudice to the provisions of the previous paragraph of this article, Blue Wonder reserves all rights to claim full performance of the Agreement and/or full compensation.

#### **Article 15 Complaints.**

**15.1** The Customer is obliged to inspect the Products for defects immediately upon their delivery, and to immediately inform Blue Wonder in writing if any defects have been found. If the Customer has not informed Blue Wonder of any defects, which could be discovered upon thorough examination, within 8 days of the date of delivery, the Customer is deemed to have consented to the condition that the purchased property was delivered in, and any right of complaint lapses.

**15.2** Blue Wonder must be given the opportunity to check complaints that have been submitted. If agreement is reached, a written statement will be drawn up that must be signed by both parties.

**15.3** An independent expert is engaged if the parties cannot reach agreement. The costs of this expert are payable by the unsuccessful party, unless otherwise agreed.

**15.4** If, in the opinion of Blue Wonder or the independent expert, the complaint is justified, Blue Wonder will either pay reasonable compensation up to the invoice value of the delivered Products, or replace the delivered Products free of charge after they have been returned in their original condition. Blue Wonder is not obliged to pay any further compensation or reimbursement of expenses by whatever name.

#### **Article 16 Warranty.**

**16.1** Blue Wonder provides the Customer with a written warranty for defects in the material and manufacturing defects caused by normal use, valid for the duration of an agreed on period after delivery. Blue Wonder's warranty does not apply if the defects are the result of improper use, causes other than defects in the material and manufacturing defects, or if Blue Wonder, after consultation with the Customer, delivers second-hand material or second-hand Products.

**16.2** Blue Wonder never provides a more extensive warranty for any Products and materials that Blue Wonder does not manufacture itself, other than the warranty that Blue Wonder's supplier provides to Blue Wonder. A warranty is only provided for delivered materials, but not for wages or hours; these will be charged.

**16.3** Products sold and delivered under a manufacturer's warranty or importer's warranty or wholesale warranty are only subject to the warranty provisions set by these suppliers.

#### **Article 17 Right of retention.**

**17.1** If Blue Wonder retains Products of the Customer, Blue Wonder has the right to retain these Products until all costs that they incurred in the execution of the Agreement with said Customer have been paid, unless the Customer has provided adequate security for the costs.

#### **Article 18 Liability.**

**18.1** If it is established at law or otherwise that Blue Wonder should be liable towards the Customer for damage or loss suffered in connection with the Agreement, or pursuant to an unlawful act, or for any other reason, this liability, including any payment obligation on the basis of Section 6:230 of the Dutch Civil Code and/or Section 6:271 of the Dutch Civil Code, will at all times be limited, in its entirety, to the terms of this provision.

- a. Blue Wonder is never liable for damage or loss as a result of overdue delivery;
- b. Blue Wonder is never liable for damage or loss as a result of Products not fit for their purpose (the warranty scheme applies to this) and/or damage or loss caused as a result of improper use

- or incorrect use and/or damage or loss resulting from adjustments made to the Product by the Customer or third parties;
- c. Blue Wonder is never liable for damage or loss caused because Blue Wonder based itself on incorrect data/files/materials/auxiliary materials and information provided by or on behalf of the Customer or other acts of negligence of the Customer, their subordinate/subordinates or other persons employed by them or on their behalf;
  - d. Blue Wonder is never liable for indirect loss suffered by the Customer, including, but not limited to, lost profit, lost income, lost turnover, lost savings, loss due to business interruption and other forms of stagnation;
  - e. Blue Wonder's liability, including any payment obligation under an obligation to undo and any payment obligation under Section 6:230 of the Dutch Civil Code, in respect of the Customer is at all times limited to the amount that the liability insurance of Blue Wonder pays out in such case;
  - f. in the event that Blue Wonder's liability insurance does not pay out - for any reason whatsoever - Blue Wonder's liability, including any payment obligation on the basis of Section 6:230 of the Dutch Civil Code and/or Section 6:271 of the Dutch Civil Code, is limited to the aggregate amount of the last three invoices paid by the Customer, but is limited at all times to a maximum amount of €1,000 a year, regardless of the number of events giving rise to the damage.

**18.2** These limitations do not apply in case of intent or deliberate recklessness on the part of Blue Wonder.

**18.3** Damage or loss for which Blue Wonder may be held liable must be reported to Blue Wonder in writing as soon as possible, but 15 days at the latest after it has arisen, stating the circumstances and nature of the damage or loss as well as the order number (or details of the shipment that the damage or loss relates to respectively), at the risk of forfeiting the right to compensation of such damage or loss. This period does not apply if the Customer can make plausible that the damage or loss could not be reported earlier for valid reasons.

**18.4** An action for liability towards Blue Wonder expires within 12 months after the Customer has become aware of the event giving rise to the damage or could reasonably have become aware with it.

## **Article 19 Force majeure.**

**19.1** Force majeure means - in addition to what it is understood to mean under the law and case law - circumstances preventing the fulfilment of the Agreement for which Blue Wonder cannot be blamed. This will also include (if and to the extent that these circumstances render fulfilment impossible or unreasonably complicate it): epidemics and pandemics, measures imposed as a result of a pandemic or epidemic, war, natural disasters, computer failures, strikes at the company of Blue Wonder or at the company of one of its suppliers, delivery problems at Blue Wonder's suppliers, a general lack of the necessary raw materials, and other items or services required for the realisation of the agreed performance, unforeseeable business interruption at suppliers or other third parties, export and import bans, restrictive measures of any government, fire, failures and accidents at the company or failures of the resources of Blue Wonder, or delivery problems at suppliers that Blue Wonder depends on, and general transport problems.

**19.2** Blue Wonder also has the right to rely upon force majeure if the circumstance that prevents fulfilment or continued fulfilment takes effect after the date on which Blue Wonder should have fulfilled its obligations under the Agreement.

**19.3** During the period of force majeure, Blue Wonder has the right to suspend or terminate its delivery obligations and other obligations, or to change them respectively until the extraordinary circumstances have ceased to exist.

**19.4** If force majeure occurs at a time when Blue Wonder has already partially fulfilled its obligations or can only partially fulfil its obligations, it has the right to separately invoice the part that has already been delivered or the part to be delivered, and in that case, the Customer is obliged to pay this invoice as if it concerned a separate Agreement. This does not apply, however, if the part that has already been delivered or the part to be delivered does not have independent value.

## **Article 20 Retention of title.**

**20.1** All Products that Blue Wonder has delivered to the Customer remain the property of Blue Wonder until the Customer has made all payments with respect to any claims that Blue Wonder should have or

acquire pursuant to all Agreements with the Customer and any Products delivered in that context, such within the limits of Section 3:92 of the Dutch Civil Code.

**20.2** Blue Wonder does not lose its (reserved) ownership if and/or because the Customer processes or treats the Products received from Blue Wonder. In that case, the Customer automatically holds the relevant Products for the benefit of Blue Wonder.

**20.3** The Customer is obliged to take out and maintain insurance for the Products delivered subject to retention of title against fire, explosion damage, water damage and theft, and to allow inspection of this insurance policy on Blue Wonder's demand. In case of any insurance payment, Blue Wonder is entitled to such money. To the extent necessary, the Customer undertakes towards Blue Wonder in advance to cooperate in anything that should be or turn out to be necessary or desirable within that scope.

**20.4** In the event that Blue Wonder wishes to exercise its property rights referred to in this article, the Customer gives Blue Wonder and any third parties to be designated by Blue Wonder unconditional and irrevocable permission in advance to enter all those places where Blue Wonder's properties are located, and to take back such Products.

**20.5** In the event of third-party attachment of the Products delivered subject to retention of title, or if any third parties wish to establish or exercise any rights in respect of such Products, the Customer is obliged to notify Blue Wonder of this immediately.

**20.6** Blue Wonder has the right to claim back and repossess the Products pursuant to this article if the Customer does not fulfil their obligations under the Agreement, if their business has been liquidated, if suspension of payment has been applied for or obtained, if the Customer is declared insolvent, or if the Products are attached. The Customer is obliged to cooperate fully in this respect subject to an immediately payable penalty of 10% a day or part of a day that the Customer does not fulfil this obligation of all that the Customer owes Blue Wonder, without prejudice to the right to claim fulfilment of the obligations referred to in the previous sentence and/or to claim compensation.

**20.7** With respect to the Products taken back pursuant to this article, the Customer is credited for the market value of the Products taken back on the date of taking back.

**20.8** Immediately on request, Blue Wonder acquires an undisclosed pledge on the Products delivered to the Customer. This pledge also serves as security for payment of all amounts due to Blue Wonder by the Customer now or in the future. On Blue Wonder's demand, the Customer will sign a deed creating a right of pledge and register it with the Dutch Tax and Customs Administration.

## **Article 21 Breach of contract and termination.**

**21.1** Blue Wonder may - at its discretion - suspend or terminate early all Agreements concluded between Blue Wonder and the Customer, such with immediate effect without judicial intervention being required, without notice of default being required and without being obliged to pay any compensation, without prejudice to any further rights to which it is entitled, in the following cases:

- a. when the Customer is declared bankrupt or when suspension of payment is granted; or
- b. if a petition for an order for compulsory winding-up is submitted in respect of the Customer, or an application for suspension of payment;
- c. if the Customer offers their creditors a composition;
- d. if the Customer's business is discontinued or threatened to be discontinued;
- e. if, after conclusion of the Agreement, Blue Wonder has learned of circumstances that give it good reason to fear that the Customer will not fulfil the obligations and/or if in the opinion of Blue Wonder collection of existing or future claims cannot be safeguarded;
- f. if the Customer does not, does not fully or does not in good time fulfil any obligations vested in them pursuant to the Agreement concluded between Blue Wonder and the Customer or pursuant to the law, and is in default;
- g. if on account of the delay on the Customer's part, Blue Wonder can no longer be required to fulfil the Agreement on the originally agreed upon conditions;
- h. if any circumstances occur that are of such a nature that they make fulfilment of the Agreement impossible or if any other circumstances occur that are of such a nature that unaltered maintenance of the Agreement cannot reasonably be required of Blue Wonder.

**21.2** All claims of Blue Wonder against the Customer are immediately due and payable upon termination of the Agreement.

**21.3** If the Customer can be blamed for the termination, Blue Wonder will be entitled to compensation of all loss suffered by Blue Wonder as a result, including any direct and indirect costs.

#### **Article 22 Payment.**

**22.1** Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing. The value date on the bank statement determines the date of payment.

**22.2** If Blue Wonder has not received payment of the amount due within the stated period, it is entitled to charge the Customer with interest in the amount of 1.25% a month, calculated from the date of dispatch of the invoices.

**22.3** Blue Wonder is furthermore entitled to claim from the Customer all costs in addition to the principal and the interest, both judicial and extrajudicial costs, caused by the failure to pay, which includes the costs of a lawyer, local counsel, authorised agent, bailiff, and collection agency.

**22.4** The extrajudicial costs amount to 15% of the principal plus interest, subject to a minimum of €80. The extrajudicial costs are also increased by all costs of legal advice and assistance. The mere fact that Blue Wonder has secured the assistance of a third party serves as evidence of the amount and the obligation to pay the extrajudicial costs.

**22.5** If the Customer does not comply with Article 22.1, Blue Wonder is authorised:

- a. to deliver the Products by means of a written notification, in which case the Products are stored at Blue Wonder or a third party from the time of the written notification, such at the expense and risk, which includes the risk of loss of quality, of the Customer until the purchase price has been paid in full; or
- b. fully or partially terminate the Agreement with Customer without a notice of default being required and sell or deliver the Products to a third party (parties). If Blue Wonder incurs costs to this end or suffers loss in any way as a result of the Customer's failure to pay, the Customer is liable for the loss and costs, and must reimburse them; or
- c. to fully or partially suspend its obligations towards the Customer arising from the Agreement.

In case of termination or notice of termination or suspension of the Agreement, Blue Wonder will never be obliged to pay the Customer any form of compensation, unless the termination, notice of termination or suspension is based on facts and circumstances attributable to Blue Wonder.

#### **Article 23 Indemnification**

**23.1** The Customer is liable for all damage, loss, costs and expenses suffered or incurred by Blue Wonder or third parties as a result of or in connection with a failure in the performance of an Agreement by the Customer, regardless of whether that damage or loss was caused by the Customer, their staff or another legal entity or person or object for which the Customer is liable at law.

**23.2** The Customer indemnifies Blue Wonder in full, and compensates Blue Wonder and the companies affiliated with it in full against all third-party claims in relation to damage, loss, costs and expenses of third parties arising from or connected with a failure in the performance of an Agreement by the Customer, or that other third parties suffer or incur as a result of a claim that is instituted, an action that is commenced, or the threat thereof, which also includes, but explicitly is not limited to claims within the meaning of Section 6:185 in conjunction with Section 190 of the Dutch Civil Code, as well as the deductible referred to in those sections, as well as claims on account of infringement of any intellectual property right in connection with the delivered items.

**23.3** If Blue Wonder should be held liable by third parties for that reason, the Customer is obliged to assist Blue Wonder at law and otherwise, and to immediately do all that may be expected of them in such case.

**23.4** The Customer ensures adequate insurance in order to cover the performance risk referred to above. Immediately on Blue Wonder's request, the Customer is obliged to demonstrate that they have fulfilled this obligation. The excess is at all times payable by the Customer. If the Customer, in connection with any liability towards Blue Wonder, may claim payment under an insurance contract, the Customer must ensure that these payments will be made out to Blue Wonder. Any payment to Blue Wonder under an insurance contract concluded by the Customer does not affect Blue Wonder's claims for damages against the Customer to the extent that these exceed the payment.

**23.5** The Customer is always obliged to do their utmost to limit the damage or loss.

**23.6** Should the Customer fail to take adequate measures, Blue Wonder has the right, without notice of default, to take action itself. Any costs and loss caused on the part of Blue Wonder and third parties as a result of that are fully at the Customer's risk and expense.

#### **Article 24 Product recall**

**24.1** In urgent cases, which in any event include the case that the Products to be delivered or delivered Products prove not to comply with any set statutory requirements, such urgency to be determined at Blue Wonder's discretion, the Customer is obliged to return the delivered Products to Blue Wonder immediately on request. If the Customer has already delivered the Products to third parties, the Customer is obliged to recall them from these third parties.

**24.2** In the event that Blue Wonder proceeds with a product recall as described above, the Customer is obliged to comply with all measures that Blue Wonder considers necessary in that context, and to follow all instructions provided by Blue Wonder in relation to the product recall. In addition, the Customer will take any possible measures to mitigate loss, and will do its utmost. In the event that Blue Wonder decides to proceed with a product recall, Blue Wonder is only obliged to either replace the Products or to send the Customer a credit note for the recalled Products. In case of a product recall, Blue Wonder cannot be obliged to pay any form of compensation to the Customer.

**24.3** In the event of violation of article 24 by the Customer or an employee, consultant and/or other third party engaged by the Customer, the Customer shall pay Blue Wonder an immediately payable, and not subject to settlement, penalty of € 50.000 (in words: fifty thousand Euros) per violation, as well as € 1.000 (in words: one thousand Euros) per day or part of a day that the violation continues, notwithstanding the right of Blue Wonder's to claim performance of the violated obligation, as well as to claim damages for the damages suffered or to be suffered as a result of the violation(s).

#### **Article 25 Applicable law.**

**25.1** Dutch law exclusively governs all Agreements concluded and/or acts performed by Blue Wonder; these Agreements and/or acts are deemed to have been concluded or performed in the Netherlands. The applicability of the 1980 Vienna Sales Convention (CISG) is explicitly excluded.

#### **Article 26 Disputes.**

**26.1** All disputes arising from Agreements concluded between the parties, including the mere collection of outstanding amounts, will be brought before the competent civil court in the place of business of Blue Wonder.