

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BATOUWE BOOMKWEKERIJEN B.V.

Filed with the Dutch Chamber of Commerce (KvK) under number 11061930

1 Definitions and Applicability

1.1 In these Terms and Conditions (T&Cs), the following definitions apply:

T&Cs: these general terms and conditions of sale and delivery of Batouwe;

Batouwe: Batouwe Boomkwekerijen B.V., registered in the Trade Register of the Dutch Chamber of Commerce under number 11061930;

Counterparty: any natural or legal person who has entered into or wishes to enter into an Agreement with Batouwe, and also their legal successors and any other person authorized to represent this (legal) person in any capacity;

Agreement: any agreement entered into between Batouwe and the Counterparty;

Products: the woody plants to be delivered under an Agreement, whether delivered as whole plants, scions, unrooted cuttings, or bud eyes, material derived from tissue culture and/or perennial plants, all in a living state, and any other (related) products, packaging and/or auxiliary materials;

In Writing: recorded on paper or by e-mail (or otherwise analog or digital), and thus distinct from oral communication.

1.2 These T&Cs apply to the formation, content, and performance of all Agreements and legal relationships, of whatever nature or name, whereby Batouwe undertakes or will undertake to deliver Products and/or related services of any kind and under any designation to the Counterparty, as well as to all work resulting therefrom for Batouwe.

1.3 A Counterparty who has once entered into an Agreement with Batouwe under the applicability of these T&Cs accepts the applicability of these T&Cs to subsequent offers, Agreements, and legal relationships between Batouwe and the Counterparty, without the need for a separate agreement between the parties.

1.4 Batouwe may deviate from these T&Cs in favour of the Counterparty, which shall never mean that the provisions of these T&Cs are not applicable or that Batouwe in any way loses the right to demand strict compliance with these T&Cs in other cases.

1.5 All rights and claims stipulated in these T&Cs are also stipulated for the benefit of third parties and auxiliary persons engaged by Batouwe.

1.6 In the event that any provision of the Agreement conflicts with provisions in these T&Cs, the provision of the Agreement shall prevail.

1.7 Ambiguities regarding these T&Cs, as well as situations not provided for in these T&Cs, shall be assessed, interpreted, or supplemented as much as possible in the spirit of these T&Cs. A provision in these T&Cs shall not be interpreted to the disadvantage of Batouwe merely because Batouwe drafted these T&Cs.

1.8 If any provision of these T&Cs is null and void or annulled, the remaining provisions shall remain in full force. In such a case, Batouwe and the Counterparty shall consult to agree on new provisions to replace the null or annulled provisions, taking into account the purpose and scope of the original provisions as much as possible.

1.9 If Batouwe uses different translations of these T&Cs, the Dutch text and its interpretation shall prevail in the event of any dispute about the content or meaning of these T&Cs.

2 Offers and Agreement

2.1 An offer is any proposal made by Batouwe in Writing, including quotations, price lists, and proposals. An offer is in principle non-binding and does not oblige Batouwe to conclude an Agreement with the Counterparty.

2.2 Information provided in offers, brochures, on the internet, or elsewhere about the Products offered – including but not limited to images, drawings, product specifications, prices, and similar statements – is for indicative purposes only. Such information is not binding for Batouwe, and the Counterparty cannot derive any rights from it.

2.3 The plant variety names used by Batouwe are based on the *List of Woody Plants* and the *List of Perennial Plants*, recognized by the ENA (European Nurserystock Association) as the European standard for the naming of nursery products.

2.4 The Counterparty guarantees the accuracy and completeness of the data provided by or on behalf of them to Batouwe, on which Batouwe bases its offer. If the data provided by the Counterparty proves to be incomplete and/or incorrect, or if such data is subsequently amended, Batouwe has the right to withdraw or amend the offer or – if an Agreement has already been

concluded – to unilaterally adjust the rates, prices and/or delivery terms stated in the Agreement accordingly.

2.5 An offer is one-time and valid only for the Counterparty to whom it is addressed, and may only be accepted in its entirety. No rights may be derived from a previously issued offer.

2.6 The Counterparty shall treat the content of an offer and the associated documents as confidential; such materials may not be disclosed to third parties without Batouwe's Written permission, for example to obtain a competing offer.

2.7 An Agreement is concluded:

- when the Counterparty accepts without changes an offer issued by Batouwe and Batouwe has expressly confirmed this acceptance in Writing in an order confirmation;
- when Batouwe has expressly and in Writing accepted and confirmed an order placed orally or in Writing by the Counterparty, i.e., other than based on a Batouwe-issued offer, in an order confirmation;
- when Batouwe, with the Counterparty's approval, actually begins executing an order.

2.8 If the Agreement stipulates that the Counterparty must provide security for their payment obligations under the Agreement – for example, by issuing an irrevocable and confirmed letter of credit – then, in deviation from Article 2.7, the Agreement is concluded under the suspensive condition that the Counterparty provides such security to the satisfaction of Batouwe (or its credit insurer).

2.9 An order confirmation is deemed to accurately and completely reflect the Agreement and is binding on both parties, unless the Counterparty notifies Batouwe in Writing of objections within two working days after the order confirmation has been sent.

2.10 The Counterparty is not entitled to terminate an Agreement prematurely. If the Counterparty nevertheless cancels an Agreement in whole or in part and Batouwe accepts such cancellation, the Counterparty is obliged to pay Batouwe an amount equal to at least 50% of the invoice value of the relevant Agreement. Batouwe explicitly reserves the right to refuse cancellation, demand a higher cancellation fee, or require performance of the Agreement.

2.11 Commitments and agreements made by Batouwe's personnel or subordinates are only binding for Batouwe if and insofar as an authorized representative of Batouwe has confirmed such commitments and/or agreements in Writing.

2.12 Obligations from the Agreement or these T&Cs that by their nature are intended to continue after termination of the Agreement – such as but not limited to liability, intellectual property, applicable law, and dispute resolution – shall remain in effect after the Agreement ends.

3 Prices

3.1 All prices are in euros and exclude value-added tax (VAT), transport/delivery costs, costs of packaging and auxiliary materials, import duties, any other taxes and levies, costs of quality control and/or phytosanitary inspections, insurance, and all other additional costs, unless otherwise agreed in Writing.

3.2 Packaging materials are charged to the Counterparty based on the rates established by the *Stichting Hulpmaterialen* (Auxiliary Materials Foundation). If this foundation has not set rates for certain packaging materials used by Batouwe, the rate determined and used by Batouwe from time to time will apply. The Counterparty has the right to return the packaging materials, clean and in good condition, within the same delivery season. In such cases, Batouwe will refund the amount paid in advance. The delivery season runs annually from July 1 to June 30.

3.3 Auxiliary materials provided by Batouwe will be invoiced to the Counterparty according to the rates determined by Batouwe from time to time and will only be credited if returned to Batouwe, at the Counterparty's cost and risk, within one month after delivery and in good condition.

3.4 If phytosanitary certificates from *Naktuinbouw* or from inspection or supervisory bodies are required, the costs for these certificates are not included in the price.

3.5 Batouwe is entitled at all times to pass on cost increases resulting from legal requirements or from circumstances beyond its control to the Counterparty. In such cases, the Counterparty is not entitled to cancel or terminate the Agreement.

3.6 Regarding the services performed by Batouwe and the amounts owed by the Counterparty, Batouwe's administrative records serve as full and conclusive evidence, without prejudice to the Counterparty's right to provide counter-evidence.

4 Delivery

4.1 Unless otherwise agreed in Writing, delivery shall take place ex nursery in Dodewaard (Batouwe's business location) by collection by the Counterparty, who shall arrange and bear the cost and risk of transport.

- 4.2 Delivery times stated by Batouwe are indicative only and shall never be considered as strict deadlines entitling the Counterparty to terminate the Agreement or claim damages. Batouwe shall only be in default regarding the delivery time after having been given written notice of default by the Counterparty and having been granted a reasonable period to still perform the delivery, which Batouwe then fails to meet. The Counterparty indemnifies Batouwe against any claims by third parties resulting from exceeding a stated delivery time.
- 4.3 Batouwe's delivery obligation shall be suspended for as long as the Counterparty fails to fulfil any of its obligations toward Batouwe, or if there is a justified concern that the Counterparty will fail to do so.
- 4.4 Packaging and labeling of Products shall be done in the customary or prescribed manner used in the nursery sector and shall be reasonably determined by Batouwe as a diligent merchant, unless the parties have agreed otherwise in Writing.
- 4.5 Batouwe reserves the right to deliver comparable and/or equivalent Products (for example, from an adjacent size category in stem girth and/or height) in place of Products that are unavailable, at a correspondingly higher or lower price. Such a delivery does not constitute a defect or non-conformity and does not entitle the Counterparty to terminate the Agreement.

5 Delivery on Call-Off Basis

- 5.1 If no specific delivery date has been agreed and delivery takes place on a call-off basis, the Counterparty is obliged to call off purchased whips and shrubs before April 1, and purchased P9/cuttings before June 1 of the relevant season.
- 5.2 If an Agreement is concluded after the final call-off date for whips/shrubs and P9/cuttings as stated in Article 5.1, and no specific delivery date has been agreed while delivery takes place on a call-off basis, the Counterparty is obliged to call off the respective Products within 14 days.
- 5.3 If the Counterparty fails to call off on time as referred to in Articles 5.1 or 5.2 and/or requests delivery to be postponed until the autumn of the following season, all associated costs shall be fully borne by the Counterparty. In addition, at that point at least 50% of the invoice amount will be charged in advance, if not already invoiced.
- 5.4 In the cases described in Article 5.3, Batouwe reserves the right at all times to demand from the Counterparty the acceptance of the Products to be delivered on call-off under the Agreement. If, after a written reminder by Batouwe, the Counterparty fails to accept the Products within 14 days, and Batouwe subsequently terminates the Agreement pursuant to Article 14.1, the Counterparty is obliged to pay the full agreed price for those Products to Batouwe as compensation for damages. After termination, Batouwe is free to dispose of the originally call-off Products without any further obligation towards the Counterparty.
- 5.5 Call-off notices must be made in Writing. If a call-off is made by telephone, the Counterparty is obliged to confirm it in Writing as soon as possible. The call-off must in any case specify the desired delivery date; the sort/variety; whether the Products should be delivered with/without root ball and in pots if applicable; the size; and the number of Products to be delivered.
- 5.6 For Products purchased on a call-off basis prior to the delivery season, a growth reservation always applies.

6 Acceptance of Products

- 6.1 The Counterparty is obliged to physically accept the Products to be delivered by Batouwe at the moment they are made available by Batouwe. The Counterparty shall be in default, even without formal notice, if they fail to collect the Products upon Batouwe's first request or, if applicable, refuse to accept the delivery. In such cases, the risk of any resulting quality deterioration shall be borne entirely by the Counterparty.
- 6.2 If the Counterparty refuses to accept delivery or fails to provide information or instructions necessary for delivery, Batouwe is entitled to store the Products at the Counterparty's expense and risk.
- 6.3 If, after a limited storage period that can reasonably be considered appropriate for the type of Product, the Counterparty still fails to accept delivery, Batouwe shall no longer be obliged to keep the Products available and is entitled to sell the Products to a third party or otherwise dispose of them in order to minimize damage due to quality loss and/or spoilage. Nevertheless, the Counterparty remains obligated to fulfil the Agreement by accepting the Products upon Batouwe's first request and paying the agreed purchase price. The Counterparty is also liable to compensate Batouwe for any damages resulting from the prior refusal to accept the Products, including storage costs.

7 Transfer of Risk

- 7.1 The sold Products remain at Batouwe's risk until the moment of delivery to the Counterparty.

- 7.2 If the delivery period is advanced or exceeded due to actions by the Counterparty, the Counterparty shall be responsible for any damage to the Products resulting from the early or delayed delivery.
- 7.3 The risk of the Products transfers to the Counterparty:
 - from the moment of delivery to the Counterparty on the means of transport, if the Counterparty is responsible for transporting the Products;
 - from the moment of delivery at the Counterparty's premises, if Batouwe is responsible for transporting the Products.

8 Security

- 8.1 After the Agreement has been concluded, Batouwe shall at all times be entitled—particularly if the financial position of the Counterparty gives cause to do so—to require the Counterparty, upon first request, to provide adequate security (at Batouwe's discretion, for example in the form of a bank guarantee under conditions subject to Batouwe's approval) for the fulfilment of all existing and future obligations. The security offered must sufficiently cover the (future) claims under the Agreement, including any applicable interest and costs, and must allow Batouwe to recover its claims without difficulty, all to be determined solely at Batouwe's discretion. If the security becomes inadequate at any time, it must be supplemented upon Batouwe's first request to constitute adequate security.

9 Retention of Title

- 9.1 Products delivered to the Counterparty remain the property of Batouwe until the Counterparty has fully paid the invoices relating to these Products, including claims arising therefrom such as damages, penalties, interest, and costs. The retention of title also extends to other outstanding claims that Batouwe has against the Counterparty from previous Agreements.
- 9.2 As long as ownership of the delivered Products has not transferred to the Counterparty:
 - the Counterparty shall be deemed to hold these Products solely on behalf of Batouwe as a careful custodian and may not process, sell, encumber, or transfer them into the possession of third parties (even in the normal course of business) without Batouwe's prior Written consent. This clause has proprietary effect.
 - the Counterparty may not plant these Products into the ground and is obliged to take all necessary measures to keep them separate and identifiable as Batouwe's property and to prevent mixing, deterioration, or loss.
 - the Counterparty must immediately notify Batouwe if the Products are (threatened to be) seized or otherwise claimed by third parties. In the event of (imminent) seizure, (provisional) suspension of payments, or bankruptcy of the Counterparty, they must immediately inform the seizing party, bailiff, or receiver of Batouwe's (ownership) rights.
- 9.3 After invoking its retention of title, Batouwe is entitled to reclaim the delivered Products from the Counterparty. The Counterparty hereby unconditionally and irrevocably grants Batouwe permission to exercise the rights referred to in this article and to access the location where the relevant Products are kept and remove them.
- 9.4 When Batouwe exercises its rights under the retention of title, the Counterparty shall fully cooperate upon first request and at its own expense. Failure to do so will result in an immediately payable penalty of €15,000, plus €250 for each day (or part thereof) of non-compliance, without prejudice to Batouwe's right to demand performance and claim damages. The Counterparty is also liable for all costs incurred by Batouwe in relation to the enforcement of its retention of title, as well as for all direct and indirect damages suffered as a result.
- 9.5 In the case of delivery of Products to a territory outside the Netherlands, an additional retention of title under the law of the respective country shall apply to the relevant Products, once they are located in that country, in addition to the provisions above. However, Dutch law shall exclusively govern the Agreement in all other respects.

10 Payment

- 10.1 Batouwe may, at its sole discretion, invoice the agreed price by means of advance invoices (of at least 50%), interim invoices, and final invoices.
- 10.2 If an order is executed in multiple parts, Batouwe has the right to demand payment for each partial delivery before proceeding with further deliveries.
- 10.3 Payment must be made in accordance with the currency and payment terms stated on the invoice, without the Counterparty being entitled to any discount, suspension, set-off, or deduction. If the invoice does not specify a payment term, payment must be made within thirty (30) days of the invoice date.
- 10.4 If no objection is raised against an invoice within eight days of the invoice date, the Counterparty is deemed to have accepted the invoice.

- 10.5 The Counterparty is in default by the mere expiry of the payment term, without any reminder or notice of default being required. From the day of default until full payment is made, the Counterparty owes statutory commercial interest under Article 6:119a of the Dutch Civil Code on the outstanding amount.
- 10.6 If the Counterparty has exceeded a payment term, they owe, in addition to the statutory interest and without prior notice of default, an amount for extrajudicial collection costs. These costs amount to 15% on the first €10,000 of the outstanding amount (including interest) and 8% on the excess, with a minimum of €250. If the actual extrajudicial costs exceed this amount, the Counterparty must pay the actual costs incurred.
- 10.7 Payments made by the Counterparty shall first be applied to cover costs, then to accrued interest, and finally to the oldest outstanding invoices, even if the Counterparty indicates otherwise when making payment.
- 10.8 If the Counterparty is in default on any invoice, all other outstanding invoices shall become immediately due and payable without further notice of default.
- 10.9 All claims of Batouwe against the Counterparty shall become immediately due and payable in the following cases:
- if and insofar as the Counterparty fails to timely or properly fulfil obligations arising from the Agreement or these T&Cs, or if there is justified concern that this may occur, all at Batouwe's sole discretion;
 - if Batouwe has requested security for compliance as referred to in Article 8.1 and such security is not provided or is insufficient;
 - in the event of (application for) bankruptcy or suspension of payments by the Counterparty, cessation or liquidation of the Counterparty's business, the Counterparty's death, or any other situation in which the Counterparty can no longer freely dispose of their assets;
 - in case of significant changes in the legal structure, management, or activities of the Counterparty.
- 10.10 Batouwe is entitled to offset any debts it owes the Counterparty with claims by Batouwe-affiliated companies against the Counterparty. Batouwe may also offset its claims against the Counterparty with debts owed by Batouwe-affiliated companies to the Counterparty. Furthermore, Batouwe may offset its debts to the Counterparty with claims against companies affiliated with the Counterparty. "Affiliated companies" means all companies belonging to the same group as defined in Article 2:24b of the Dutch Civil Code and a participation as defined in Article 2:24c.
- 10.11 A Counterparty established in another EU Member State must provide Batouwe in Writing with its correct VAT identification number. Upon Batouwe's first request, the Counterparty must also provide all data and documents needed to prove that the Products were delivered to another Member State. The Counterparty indemnifies Batouwe against all claims and any adverse consequences resulting from non-compliance with this provision.
- 11 Liability**
- 11.1 Batouwe shall not be liable:
- for any damage suffered by the Counterparty as a direct or indirect result of acts or omissions by Batouwe, its employees, or defects in and/or (improper) use of Products delivered by Batouwe;
 - for indirect damage, including—but not limited to—loss of profit, missed savings, business interruption, third-party damage, fines or levies imposed on the Counterparty;
 - for any damage of any kind resulting from Batouwe relying on incorrect and/or incomplete information provided by the Counterparty.
- 11.2 The Counterparty shall indemnify Batouwe against all claims for damages, however suffered, by its employees or third parties, arising directly or indirectly from the way Batouwe has performed the Agreement. This indemnity includes all costs incurred by Batouwe in connection with such third-party claims, including—but not limited to—legal defence costs.
- 11.3 If and to the extent that, notwithstanding the foregoing, Batouwe is found to be liable, such liability shall at all times be limited to the amount paid out under a liability insurance taken out by or on behalf of Batouwe.
- 11.4 If no insurance coverage exists for the damage in question, Batouwe's liability shall in any case be limited to an amount equal to the net invoice value of the Agreement that led to the damage (excluding VAT), with a maximum of €20,000 per incident.
- 11.5 The limitations and exclusions of liability stated in this article, as well as those elsewhere in these Terms and Conditions, shall also apply to the benefit of all (legal) persons engaged by Batouwe in the execution of the Agreement.
- 11.6 The limitations of liability in this article shall not apply if and to the extent that the Counterparty demonstrates that the damage was caused by intent or gross negligence on the part of Batouwe.
- 11.7 If and to the extent that the Counterparty has insured any risk associated with the Agreement, the Counterparty is obliged to claim the damage under that insurance and to indemnify Batouwe against any recourse claims from the insurer.
- 11.8 Without prejudice to mandatory legal provisions, all claims and other rights of the Counterparty against Batouwe that directly or indirectly arise from or are related to an Agreement shall in any case expire six months after the moment the Counterparty became or reasonably could have become aware of the existence of such rights or claims, unless a Written claim has been submitted to Batouwe before the expiry of this period..
- 12 Complaints Regarding Non-Hidden Defects**
- 12.1 Given the nature of the Products to be delivered by Batouwe, the Counterparty is obliged to inspect the Products immediately upon receipt to ensure they fully comply with the Agreement (including, but not limited to, incorrect type, quantity, and/or quality). Such complaints must be submitted without delay (e.g., noted on the delivery or transport document), but no later than six working days after delivery, in Writing, including a description of the defect and supporting photo evidence. This photo evidence must consist of clear images of:
- the relevant details of the Products,
 - the full Products, and
 - the full Products in their environment.
- Failure to comply with this provision will result in the loss of the right to complain about non-hidden defects and any related rights or claims the Counterparty may have had.
- 12.2 No complaint will be accepted, and Batouwe shall not be liable for any damage if:
- the delivered Products are affected by disease and/or pests and/or otherwise damaged, and the Counterparty cannot prove that such damage occurred before the transfer of risk;
 - the soil of the delivered Products contains contamination or weeds;
 - the delivered Products fail to regrow or bloom;
 - the delivered Products deviate in number, quantity, size, or otherwise by less than 10% from what was agreed (notwithstanding Article 4.5);
 - the Counterparty and/or their customer has not handled the delivered Products with due care, taking into account the nature of the Products.
- 12.3 The Products that are subject to a complaint must remain available at the Counterparty's premises for at least 10 working days after the written complaint is submitted, for inspection purposes. Batouwe must be given the opportunity to investigate any complaint upon first request. The Counterparty must allow Batouwe to have the Products inspected by an expert or independent inspection body. If the complaint is found to be valid by the expert, the inspection costs will be borne by Batouwe. If found invalid, the costs will be borne by the Counterparty.
- 12.4 If Batouwe accepts a complaint, it shall, at its sole discretion, be obligated only to deliver the missing items, repair or replace the delivered Products, or refund a proportional part of the purchase price.
- 12.5 Products subject to a complaint may only be returned with Batouwe's prior Written consent. The costs and risk of return shipment are entirely for the account of the Counterparty.
- 12.6 The Counterparty is obliged to store the complained-about Products separately and take all reasonable measures necessary to prevent further quality loss. Any right to complain expires if the Counterparty fails to handle the Products in this manner during the time they remain in their possession.
- 13 Complaints Regarding Hidden Defects**
- 13.1 Complaints regarding a defect that could reasonably only be discovered by the Counterparty after the expiry of the complaint period for non-hidden defects (see Article 12.1) must be submitted to Batouwe in Writing immediately, but no later than two working days after the defect could reasonably have been observed. The complaint must include a description of the defect and photo evidence (consisting of clear images of:
- the relevant details of the Products,
 - the complete Products, and
 - the complete Products in their environment).
- Failure to comply with this provision will result in the loss of the right to complain about hidden defects as well as any related claims and rights.
- 13.2 The right to complain lapses if the delivered Products have been handled or transferred by the Counterparty or any subsequent recipient after the defect became reasonably observable.
- 13.3 Complaints submitted after the end of the first growth or blooming period following delivery, in the case of varietal inaccuracy or impurity, are only admissible if the Counterparty demonstrates that neither at the time of delivery nor during the first growth period could the varietal inaccuracy or impurity reasonably have been detected.

13.4 Articles 12.2 through 12.6 apply accordingly to complaints concerning hidden defects.

14 Suspension and Termination

14.1 If any of the circumstances listed in Article 10.9 occur, Batouwe shall, in addition to the rights granted by law, the Agreement, or these Terms and Conditions, have the right—without being liable for damages to the Counterparty—either to suspend its obligations under the Agreement until the Counterparty has fulfilled its obligations, or to terminate the Agreement in whole or in part, without any notice of default or judicial intervention being required. In such cases—and in addition to Article 10.9—any damage resulting from the suspension or termination, including loss of profit, shall become immediately due and payable.

14.2 Termination of an Agreement by the Counterparty due to an attributable failure in the performance of the Agreement by Batouwe is only permitted in the case of a failure by Batouwe to fulfill a material obligation, and only after the Counterparty has issued a Written notice of default to Batouwe as fully and specifically as possible (to allow Batouwe the opportunity to respond adequately), granting a reasonable period to remedy the failure, which Batouwe then fails to comply with within that period.

15 Privacy

15.1 Insofar as Batouwe processes personal data in the context of executing an Agreement, such personal data shall be processed in a proper and careful manner in accordance with applicable privacy legislation.

15.2 Batouwe has published a privacy statement on its website www.batouwe.com, which outlines what personal data is processed, for what purpose, and what rights data subjects may exercise.

16 Intellectual Property

16.1 Batouwe reserves all rights and powers relating to intellectual property that are connected in any way to the Products delivered or to be delivered by Batouwe, including but not limited to copyrights, trademark rights, design rights, and plant breeders' rights.

16.2 In executing the Agreement, Batouwe does not transfer any intellectual property rights to the Counterparty.

16.3 If the information provided by Batouwe to the Counterparty indicates that a Product is protected by design rights or plant breeders' rights—for example, indicated with the symbol ® or (R)—the Counterparty shall be bound by all obligations related to those rights. Any breach of this provision shall render the Counterparty liable for all resulting damages incurred by Batouwe and third parties.

16.4 In the event of any infringement by the Counterparty on any of Batouwe's intellectual property rights, the Counterparty shall owe Batouwe an immediately payable penalty of €25,000 per infringement, and an additional €500 for each day the infringement continues, without the need for a notice of default. This is without prejudice to Batouwe's right to seek an injunction against the infringing acts and—by way of derogation from Article 6:92(2) of the Dutch Civil Code—its right to claim additional damages.

17 Amendments

17.1 Batouwe reserves the right to unilaterally amend or supplement these Terms and Conditions and to inform the Counterparty accordingly. Such amendments shall also apply to Agreements already concluded, subject to a notice period of 30 days after the amendments have been communicated to the Counterparty. Minor amendments or changes required due to new or amended legislation may be implemented at any time and with immediate effect.

18 Applicable Law and Disputes

18.1 All offers, Agreements, and legal relationships are governed exclusively by Dutch law, even if the Counterparty is located outside the Netherlands. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

18.2 Disputes relating to or arising from offers, Agreements, or legal relationships may only be submitted to the Dutch court in the district where Batouwe has its statutory seat. However, Batouwe reserves the right to submit the dispute to the court that is legally competent under applicable law.

18.3 The parties may agree on an alternative form of dispute resolution.