

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

of Limax B.V., Champignonland Horst B.V. and Champignonland Merselo B.V.

The private limited company Limax B.V., with its registered office in Horst aan de Maas, and its principal place of business at Venrayseweg 126B, (postcode 5961 AJ) Horst, Municipality of Horst aan de Maas, as well as its legal successors and/or affiliates, including in any case Champignonland Horst B.V. and Champignonland Merselo B.V., hereinafter jointly referred to as 'Limax', apply the following General Terms and Conditions of Sale (Section 1) and Purchase (Section 2):

SECTION 1: TERMS AND CONDITIONS OF SALE

Article 1 General

- 1.1 All proposals, contracts and the performance thereof shall be governed exclusively by these General Terms and Conditions. Derogations must be explicitly agreed in writing in advance with Limax. The applicability of the General Terms and Conditions (of Sale) of our other party is explicitly excluded.
- 1.2 In these General Terms and Conditions, "Other Party" means: any legal or natural person that has concluded or wishes to conclude a contract with Limax.
- 1.3 In these General Terms and Conditions, "Contract" means: any contract or agreement concluded between Limax and the Other Party, any amendment or addition thereto, as well as all legal and other acts for the purpose of preparing and performing the Contract.

Article 2 Applicability of the terms and conditions

- 2.1 These General Terms and Conditions shall apply to all legal and other acts between Limax and its Other Party, including but not limited to offers and proposals made by Limax, Contracts concluded with and orders accepted by Limax.
- 2.2 The Other Party is aware that Limax may use third parties to perform the Contract or to execute an order, not being employees of Limax. The Other Party also explicitly agrees to this. The General Terms and Conditions of Sale also apply to the legal acts performed by these third parties - in the context of performing the obligations to which Limax is subject under Contracts or orders.
- 2.3 Derogations from and/or additions to any provision in these General Terms and Conditions of Sale will be binding on Limax only if these derogations and/or additions have been explicitly agreed in writing without reservation between Limax and the Other Party. Any agreed derogations and/or additions will relate only to the particular contract.
- 2.4 If and in so far as the Other Party refers to general terms and conditions, not being the General Terms and Conditions of Sale of Limax, on acceptance of an offer or proposal or concluding a Contract, in order to have these general terms and conditions apply to the Contract, terms and conditions other than these General Terms and Conditions will apply to the Contract only if Limax has explicitly accepted these general terms and conditions in writing without reservation.
- 2.5 If any provision of these General Terms and Conditions of Sale proves to be null and void, that will not have influence on the other terms and conditions. The other terms and conditions will remain fully in force.

Article 3 Proposal and prices

- 3.1 All sums mentioned in offers, proposals, Contracts and orders are expressed in euros, unless otherwise agreed in writing. All sums mentioned will also be exclusive of transport charges and turnover tax, unless otherwise agreed in writing.

- 3.2 All proposals made by Limax are completely free of obligation.
- 3.3 Limax reserves the right to refuse orders without stating reasons.
- 3.4 Limax will not be obliged to continue a proposal and/or a Contract at a listed price if this price is based on a printing or writing error.

Article 4 Contract

- 4.1 If an offer contains a proposal without obligation that the Other Party accepts, Limax will have the right to revoke the proposal within three working days of acceptance.
- 4.2 The Other Party will receive a written order confirmation or a written record of the Contract from Limax. This written record can consist of the invoice and/or order confirmation. Digital confirmation will also explicitly count as written confirmation.
- 4.3 If Limax and the Other Party have agreed more detailed and/or additional arrangements or changes after conclusion of the Contract, these will be binding only if and in so far as they have been set out in writing.

Article 5 Delivery

- 5.1 Agreed delivery periods will not count as deadlines, unless explicitly agreed otherwise. After exceeding the delivery period, the Other Party will not be entitled to terminate the contract fully or partially.
- 5.2 Delivery will be made at the Other Party or at a location indicated by the Other Party, unless otherwise agreed in writing. The time of delivery will be the time at which the goods are presented to the Other Party, irrespective of whether the Other Party also takes delivery.
- 5.3 If the parties have agreed that Limax will store the goods to be delivered for the Other Party, whether or not on its own premises or at a third party, the delivery will have taken place at the time the goods are stored.
- 5.4 The quantity delivered by Limax, with respect to number and weight, as well as requirements prescribed by public and/or private law, will be considered to have complied with what the parties have agreed to that effect, barring evidence to the contrary provided by the Other Party.
- 5.5 Limax will be entitled to make partial deliveries.
- 5.6 Before complying with the obligations to which it is subject under the Contract, Limax will always be entitled to demand adequate security from the Other Party for compliance with its payment obligations.
- 5.7 If the Other Party still has any obligation to make payment to Limax, Limax will be entitled to suspend its delivery obligations until the Other Party has complied with all its payment obligations.

Article 6 Inspection and complaint

- 6.1 The Other Party must inspect and test the delivery immediately after receipt. The Other Party must check:
 - a. whether the right goods have been delivered;
 - b. whether the goods meet the quality requirements to be set on them and agreed, or the requirements that may be set for normal use and/or for commercial purposes;
 - c. whether the delivered goods are in accordance with respect to quantity (number, quantity, weight) with what the parties had agreed to that effect. If the deviation discovered by the Other Party amounts to less than 10%, the Other Party will then be obliged to accept the delivered goods in full, in exchange for a proportional reduction of the agreed price.

- 6.2 Any shortcomings in and objections to one or more deliveries must be communicated to Limax in writing immediately after discovery, but no later than within 24 hours after delivery. If Limax does not receive a complaint within 24 hours after delivery at the latest, the goods will be deemed to have been delivered in accordance with the provisions in the Contract and without any shortcoming.
- 6.3 Complaints about defects that were not immediately visible during inspection or testing must be communicated to Limax in writing as soon as possible, but in any case within 24 hours of discovery. The Other Party must also enable Limax to investigate the correctness of the complaints in question.
- 6.4 The provisions of this article will apply fully if Limax delivers the goods for the Other Party to a third party. The Other Party may not rely with respect to Limax on the fact that it did not inspect and/or test the goods delivered earlier because they were delivered to a third party.

Article 7 Payments

- 7.1 Payment of the invoices sent by Limax must be made within 30 days of the invoice date, unless explicitly agreed otherwise in writing.
- 7.2 The Other Party will not be allowed to set off the amounts invoiced by Limax against counterclaims brought by it (the Other Party), or to suspend payment in connection with a counterclaim brought by it.
- 7.3 Should the Other Party exceed the payment term, contractual interest will be due from it at a rate of 1% per month or part of a month.
- 7.4 If, even after Limax has put it in default, the Other Party still fails to pay the outstanding invoices. In addition to the outstanding amounts plus interest due, the Other Party will also have to compensate Limax for all judicial and extrajudicial collection and other costs Limax has had to incur to compel payment of the outstanding invoices. The amount of the extrajudicial collection costs is set at 15% of the principal sum due, with a minimum of €500.
- 7.5 Payments made by the Other Party will first be used to pay all interest and costs due and then to pay the oldest outstanding invoices, regardless of the purpose the Other Party gives to the payment.

Article 8 Retention of title

- 8.1 Limax will retain title to the goods it has delivered until the time that all claims of Limax against the Other Party under contracts they have concluded have been paid in full, including interest and costs.
- 8.2 The Other Party will be entitled to resell goods delivered by Limax that come under the retention of title as referred to in paragraph 1 of this article only if reselling is part of the Other Party's normal business operations.
- 8.3 If the Other Party does not comply with its obligations, or if Limax has a well-founded fear that the Other Party is unable to comply with its obligations under the Contract, or there is a suspicion that the Other Party will not comply with the obligations to which it is subject, Limax will be entitled to take back, or have taken back, the goods subject to the retention of title referred to in paragraph 1 of this article from the Other Party or from the third-party holding the goods for the Other Party. The Other Party must cooperate in such an action on the part of Limax.
- 8.4 If third parties want to establish or enforce any right in the goods delivered by Limax under retention of title, the Other Party must inform Limax of this immediately. Furthermore, the Other Party must point out to this third party that the goods were delivered under retention of title. The Other Party must put the third party in possession of the contract concluded between the parties and these general terms and conditions forming part thereof, so that it will be evident that the goods delivered are subject to retention of title.

- 8.5 The Other Party must cooperate in all measures Limax wishes to take to protect its ownership right with respect to the goods it has delivered.

Article 9 Liability

- 9.1 If the Other Party has items in its possession that are owned by Limax (including packaging materials) and/or are subject to retention of title as referred to in Article 8 of these General Terms and Conditions of Sale, from the time the items are delivered to it until the time these are given back, or the time at which the title to these items passes, the Other Party shall be liable for damage caused by and/or with these items.
- 9.2 The Other Party shall be liable as well – if it has items in its possession that are owned by Limax (including packaging materials) and/or are subject to retention of title as referred to in Article 9 of these General Terms and Conditions of Sale - for loss incurred by Limax as a result of damage, loss or destruction of these items, and which loss occurred in the period between the time at which Limax delivered these items and the time these items were given back or the time at which title to these items passed.
- 9.3 If, as a result of circumstances attributable to the Other Party, Limax must exercise its retention of title, but nevertheless incurs a loss, the Other Party shall be liable for the loss incurred by Limax.
- 9.4 If, in the context of performing the Contract, the Other Party has items in its possession that are owned by Limax (including packaging materials) and/or are subject to retention of title as referred to in Article 9 of these General Terms and Conditions of Sale, in case of theft or loss of or damage to the items delivered to it by Limax, it must inform Limax to this effect immediately. In cases that arise, the Other Party must also report this immediately to the police. The Other Party must provide Limax with a copy of this police report.
- 9.5 If the Other Party, or a third party to which the Other Party has resold the goods delivered by Limax, carries out a recall action or has it carried out, Limax can be held liable only for part of the costs involved, if i) it has been established that Limax is liable for the circumstances that led to the recall, and ii) Limax has been consulted and has had a say in the matter before the recall is carried out, as well as iii) it has been established that the Other Party has conducted itself as a reasonably acting and reasonably competent colleague and has attempted to keep the costs involved in the recall as limited as possible.
- 9.6 If Limax is liable for any loss, any and all liability of Limax shall be limited to the amount paid out in the particular case under the business liability insurance of Limax, plus the excess under this insurance. If for any reason no payment should be made under this insurance, any and all liability shall be limited to the amount of the invoice corresponding to the Contract under which the Other Party claims, on the understanding that any and all liability shall be limited to a sum of EUR 15,000.

Article 10 Force majeure and crop harvest reservation

- 10.1 In case of force majeure, Limax will be entitled either to suspend performance of the Contract or terminate the Contract fully or partially, without the Other Party being able to enforce any claim for compensation against Limax.
- 10.2 The following situations/circumstances qualify in any case as force majeure on the part of Limax:
- strikes of/by employees of Limax or by third parties and their employees it has engaged for performance of the Contract;
 - illness of employees of Limax or of third parties and their employees it has engaged for performance of the Contract;
 - measures and/or prohibitions by the Dutch and/or foreign government with which Limax has ties;
 - unforeseeable and unpredictable traffic impediments
 - one or more accidents with a means of transport used to perform the Contract, as well as unforeseeable technical defects in these means of transport;
 - breach of contract by suppliers of Limax;

- theft of items needed to perform the Contract;
- epidemics and/or pandemics that became known after the contract was concluded;
- as well as all other unforeseen circumstances that prevent Limax from performing the Contract in a timely and proper manner and which are not at the expense and risk of Limax.

This enumeration is not limitative.

- 10.3 If Limax has already partially complied with its obligations when the force majeure starts, or is only able to comply partially with its obligations, it will be entitled to invoice what has already been delivered or the already delivered part separately.
- 10.4 Unless otherwise agreed, all contracts of Limax, if applicable, are subject to a crop harvest reservation. If, as a result of a disappointing harvest with respect to the quantity and/or quality of these products, so many fewer products are available, which also means rejection by competent authorities, than could reasonably be expected when the contract was concluded, Limax will have the right to reduce the quantities sold by Limax accordingly. By delivering the quantity thus reduced, Limax will have complied fully with its delivery obligations. In that case, Limax will not be obliged to deliver substitute products, nor will it be liable for any loss whatsoever. The Other Party will not be liable to pay for products not delivered. If the order has already been paid, the amount will be refunded to the Other Party's account within 14 days.

Article 11 Default and termination

- 11.1 If the Other Party does not comply properly, in time or at all with any obligation under the Contract or that might ensue from the law, the Other Party shall be in default without notice of default being required, and Limax will be entitled to suspend performance of the Contract and/or to terminate that Contract and directly related Contracts wholly or partially, without Limax being liable for any compensation and without prejudice to the other rights to which Limax is entitled.
- 11.2 In case of suspension of payment, temporary or not, or insolvency of the Other Party, discontinuation or liquidation of the Other Party's business, all Contracts with the Other Party will be terminated by operation of law, unless Limax notifies the Other Party within a reasonable period that it desires performance of (part) of the relevant Contract(s), in which case Limax will be entitled without notice of default to suspend performance of the relevant Contract(s) until payment has been adequately secured, without prejudice to the other rights to which Limax is entitled.
- 11.3 Limax will have the right to terminate the Contract in the event of permanent force majeure on the part of the Other Party. In that case, the Other Party must reimburse Limax for all costs already incurred and yet to be incurred by Limax.
- 11.4 In each of the cases referred to in paragraphs 1, 2, and 3 of this article, all claims of Limax against the Other Party will be immediately due and Payable and the Other Party will be obliged to return rented or still unpaid items.
- 11.5 The Other Party must inform Limax without delay if attachment is imposed on movable or immovable property owned by Limax and which are in the Other Party's possession in the context of performing the Contract.
- 11.6 In case of insolvency or suspension of payment, the Other Party must inform Limax immediately to that effect and, without delay, show the Contract to a bailiff, receiver or administrator, pointing out the ownership rights of Limax.

Article 12 Packaging materials

- 12.1 In the context of delivering its goods, Limax uses packaging materials. The packaging materials consist primarily - but not exclusively - of pallets and crates. If Limax charges a deposit for these materials, the packaging materials must then be returned at the invoice price applicable at the time of return, with a maximum price for which the packaging materials were also delivered and invoiced at the time. A fixed reimbursement of costs will be charged for taking delivery of returned packaging materials, in accordance with the relevant scheme. At its request, the Other Party will be put in possession of this scheme.
- 12.2 The packaging materials the Other Party wishes to hand in must be so clean and fresh that, without further treatment on the part of Limax, they will be suitable for use for the purposes of fresh, edible horticultural products.
- 12.3 If means of transport of Limax will be used to return the packaging materials, the Other Party must ensure that the packaging materials are sorted and ready for transport.
- 12.4 Limax will not be obliged to take back packaging materials delivered by Limax.

Article 13 Applicable law and Settlement of Disputes

- 13.1 The legal relationship between Limax and the Other Party shall be governed by Dutch law.
- 13.2 Disputes arising from an order, offer, proposal or Contract to which these General Terms and Conditions of Sale apply, including conflicts relating to the applicability of these General Terms and Conditions of Sale, shall be settled exclusively by the competent judge of the Limburg District Court.
- 13.3 In derogation of paragraph 1 of this article, Limax and its Other Party may agree in writing to leave the settlement of the dispute to the competent court in a different district, or to choose arbitration or a binding third-party ruling instead of proceedings in court.
- 13.4 If a translation of these General Terms and Conditions has been issued, then in case of a dispute regarding the interpretation of these General Terms and Conditions, the Dutch text will always be the guiding principle and binding.

SECTION 2: TERMS AND CONDITIONS OF PURCHASE

Article 14 General

- 14.1 All proposals, contracts and their performance shall be governed exclusively by these terms and conditions. Derogations must be explicitly agreed in writing with Limax in advance. The applicability of the General Terms and Conditions (of Sale) of our Other Party is explicitly excluded.
- 14.2 In these general terms and conditions, "Other Party" means: any legal or natural person that has concluded or wishes to conclude a contract with Limax.
- 14.3 In these general terms and conditions, "Contract" means: any contract concluded between Limax and the Other Party, every change or addition made to it, as well as all legal and other acts for the purpose of preparing and performing that Contract.

Article 15 Applicability

- 15.1 These General Terms and Conditions of Purchase shall apply to all legal and other acts between Limax and its Other Party, including, but not limited to, offers and proposals made by the Other Party, all Contracts concluded between the parties, as well as all orders accepted by the Other Party.
- 15.2 Derogations from and/or additions to any provision in these General Terms and Conditions of Purchase shall be binding on Limax only if these derogations and/or additions have been agreed explicitly and in writing without reservation between Limax and the Other Party. Any agreed derogations and/or additions will apply only to the particular Contract.
- 15.3 If and in so far as the Other Party refers to its own or general terms and conditions other than the General Terms and Conditions of Purchase of Limax in making an offer or proposal or on concluding a Contract, terms and conditions other than these general terms and conditions will apply to the Contract only if Limax has explicitly accepted these general terms and conditions in writing without reservation.
- 15.4 If any provision of these General Terms and Conditions of Purchase proves to be null and void, that will not have influence on the other terms and conditions. The other terms and conditions will remain fully in force.

Article 16 Proposals and prices

- 16.1 All requests, orders or proposals made by Limax will be completely free of obligation, unless stated otherwise.
- 16.2 A Contract will be concluded after Limax has explicitly accepted the offer made by the Other Party in writing.
- 16.3 All amounts quoted in offers, proposals, Contracts and orders are expressed in euros, unless explicitly agreed otherwise in writing.
- 16.4 The Other Party is not entitled to adjust the prices and rates unilaterally. Adjusted prices and rates will apply only if they have been agreed in writing with Limax. Any taxes, import duties or levies charged to the Other Party, which are introduced or raised after the contract has been concluded will be payable by the Other Party.

Article 17 Contract

- 17.1 Subject to the provisions set out below, a contract will be concluded only when Limax places a written order or makes an oral order (by telephone), or gives an instruction, and after the Other Party has accepted or confirmed an order or instruction.

- 17.2 Continuing performance contracts, including framework contracts, will be concluded after both parties have signed the contract.
- 17.3 Any additions, changes to the order or commitments made later by Limax will bind Limax only if it has confirmed them in writing.
- 17.4 The Other Party will not be allowed to transfer its rights and/or obligations under the contract to third parties without prior written permission from Limax.
- 17.5 Limax will be entitled to transfer its rights and/or obligations under one or more contracts concluded with the Other Party to subsidiary or group companies or to its legal successors, which transfer will release Limax from its obligations with respect to the Other Party. The Other Party will be obliged to cooperate with Limax immediately at its request in all acts required for the aforementioned transfer.

Article 18 Delivery

- 18.1 Agreed delivery times always apply as deadlines, unless explicitly agreed otherwise. After the delivery period have been exceeded, Limax will have the right to terminate the Contract fully or partially, without being required to pay compensation, without notice of default or judicial intervention, and without prejudice to the other rights to which it is entitled.
- 18.2 If the Other Party knows, or at any rate ought to know, that the delivery time by which it is bound cannot be met, it must inform Limax of this without delay, stating the reasons. If the Other Party fails to inform Limax in time, or fails to state a reason, reliance on non-attributable exceeding of the delivery time cannot be honoured, not even in the event of a force majeure situation.
- 18.3 In case of late delivery of part of what was agreed, Limax will be entitled to return the delivered part at the expense and risk of the Other Party.
- 18.4 In case of late delivery, in addition to compensation, Limax may claim reimbursement of the costs it was compelled to make for reasonable replacement of the goods not delivered by the Other Party.
- 18.5 Delivery must be made to the delivery address indicated by Limax. The goods to be delivered will be at the Other Party's risk until they have been delivered at the agreed delivery address.
- 18.6 If the parties have agreed that the Other Party will store the goods to be delivered for Limax, whether or not on its own premises or at a third party, delivery will have been made at the time the goods are stored.

Article 19 Acceptance and complaint

- 19.1 The goods to be delivered by the Other Party must comply with the agreed requirements, specifications, statutory provisions and other government requirements, as well as all other requirements Limax may set for these goods, with respect to both quality and quantity.
- 19.2 Limax will not be obliged to test the delivered goods after taking delivery or have them tested. Checking, inspection and testing or failing to do so will not in itself entail (permanent) acceptance of the goods and will have no influence on the rights of Limax in connection with delivery of non-conforming goods. Limax shall not be presumed to have accepted any goods on delivery as long as it has not had a reasonable period to subject the delivered goods to a test.
- 19.3 If goods do not meet the requirements set in the contract, Limax will be entitled to refuse them and, if they have already been delivered, to return them at the Other Party's expense.

Article 20 Payment

- 20.1 Limax will pay the invoice within 30 days of receipt, provided it has fully approved the goods delivered by the Other Party.
- 20.2 The Other Party cannot derive any rights from payment of the invoice. Payment will not release the Other Party from any warranty and/or liability for compensation.
- 20.3 Limax will be entitled to set off outstanding claims against the Other Party.

Article 21 Transfer of title

- 21.1 Title to the goods to be delivered by the Other Party, as well as the risk of these goods, will pass only at the time of the delivery.
- 21.2 If rights have been established in goods to be delivered by the Other Party other than the ownership right of the Other Party, the Other Party must inform Limax of this without delay.
- 21.3 Limax will be at liberty at all times to sell and/or deliver the goods delivered by the Other Party to third parties.

Article 22 Liability

- 22.1 If the Other Party has delivered goods to Limax which are owned by a third party, the Other Party shall indemnify Limax for all claims of this third party in relation to damage caused by and/or with the goods the Other Party has delivered to Limax, as well as damage to these goods themselves.
- 22.2 The Other Party shall be liable for all losses Limax incurs as a result of recall actions by Limax itself or by third parties. The Other Party shall indemnify Limax for claims in relation to recall actions a third party – to which Limax has resold the goods delivered by the Other Party – has carried out or has had carried out.
- 22.3 If Limax incurs losses as a result of the presence of unwanted residues or exceeding of standards or MRLs, (for example chemicals and minerals) in the goods delivered by the Other Party, the Other Party shall be liable for this loss incurred by Limax. This will be the case – inter alia – if the government imposes a fine on Limax or third parties file a claim against Limax.
- 22.4 The Other Party shall be liable for the loss Limax incurs as a result of late delivery by the Other Party of the agreed goods, or complete failure to deliver the agreed goods.
- 22.5 If Limax is liable for any damage and/or loss, any and all liability of Limax shall be limited to the amount paid out in the particular case under the business liability insurance of Limax, plus the excess under this insurance. If for any reason, no payment should be made under this insurance, any and all liability shall be limited to the amount of the invoice corresponding to the Contract under which the Other Party claims, on the understanding that any and all liability shall be limited to a sum of €15,000.

Article 23 Default and termination

- 23.1 If the Other Party does not comply properly, in time or at all with any obligation under the Contract it concluded with Limax or that might ensue from the law, the Other Party shall be in default without notice of default being required, and Limax will be entitled to suspend performance of the Contract and/or to terminate that Contract and directly related Contracts wholly or partially, without Limax being liable for any compensation.
- 23.2 If the Other Party is in default, the Other Party will have to pay statutory commercial interest and must also reimburse Limax for the judicial and extrajudicial costs Limax has reasonably had to incur in order to establish the liability of the Other Party and/or to obtain payment of its claim, and that fall within the scope of application of Book 6 Section 96(2) of the Dutch Civil Code (*BW*).

- 23.3 In case of suspension of payment, temporary or not, or insolvency of the Other Party, discontinuation or liquidation of the Other Party's business, all Contracts with the Other Party will be terminated by operation of law, unless Limax notifies the Other Party within a reasonable period that it desires performance of (part) of the relevant Contract(s), in which case Limax will be entitled without notice of default to suspend performance of the relevant Contract(s) until it has been made adequately certain that the Other Party will comply with its obligations, without prejudice to other rights to which Limax is entitled.
- 23.4 Limax will have the right to terminate the Contract in the event of permanent force majeure on the part of the Other Party. In that case, the Other Party must reimburse Limax for all costs incurred and yet to be incurred.
- 23.5 In each of the cases referred to in paragraphs 1, 2, 3 and 4 of this article, all claims of Limax against the Other Party shall be immediately due and payable.
- 23.6 The Other Party must inform Limax without delay if attachment is imposed on movable or immovable property owned by Limax, and which the Other Party has in its possession in the context of performing the Contract.
- 23.7 In case of insolvency or suspension of payment, the Other Party must inform Limax immediately to that effect and, without delay, show a bailiff, receiver or administrator the Contract, pointing out the ownership rights of Limax.

Article 24 Force Majeure

- 24.1 In case of force majeure, Limax will be entitled either to suspend performance of the Contract or terminate the Contract fully or partially, without the Other Party being able to bring any claim for compensation against Limax.
- 24.2 Force majeure situations on the part of Limax included in any case:
- strikes of/by employees of Limax or by third parties and their employees it has engaged for performance of the Contract;
 - illness of employees of Limax or of third parties and their employees it has engaged for performance of the Contract;
 - measures and/or prohibitions by the Dutch and/or foreign government with which Limax has ties;
 - unforeseeable and unpredictable traffic impediments
 - one or more accidents with a means of transport used to perform the Contract, as well as unforeseeable technical defects in these means of transport;
 - theft of items needed to perform the Contract;
 - epidemics and/or pandemics that became known after the contract was concluded;
 - as well as all other unforeseen circumstances that prevent Limax from performing the Contract in a timely and proper manner and which are not at the expense and risk of Limax.

Article 25 Applicable law and Settlement of Disputes

- 25.1 The legal relationship between Limax and the Other Party shall be governed by Dutch law.
- 25.2 Disputes arising from an order, offer, proposal or Contract to which these General Terms and Conditions of Purchase apply, including conflicts relating to the applicability of these General Terms and Conditions of Purchase, shall be settled exclusively by the competent judge of the Limburg District Court.

- 25.3 In derogation of paragraph 1 of this article, Limax and its Other Party may agree in writing to leave the settlement of the dispute to the competent court in a different district, or to choose arbitration or a binding third-party ruling instead of proceedings in court.
- 25.4 If a translation of these General Terms and Conditions has been issued, then in case of a dispute regarding the interpretation of these General Terms and Conditions, the Dutch text will always be the guiding principle and binding.