

GENERAL TERMS AND CONDITIONS OF EDZE AGRA B.V. AND EDZE AGRA B.V. FILIAL I SVERIGE

Having its registered office at the Eigen Haard 29, 8561 EX Balk, The Netherlands

Registered with the Chamber of Commerce under number 55375138

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Article 1. Definitions

In these general terms and conditions the following terms are capitalised and used in the following meaning, unless expressly indicated otherwise:

1. **Client:** the natural person or legal entity that instructs Edze Agra BV to implement Activities and is the other party to the Agreement within the meaning of Article 6:231(c) Dutch Civil Code (Burgerlijk Wetboek);
2. **Consumer:** the Client not acting in the course of their profession or business when concluding the Agreement with Edze Agra BV;
3. **Edze Agra BV:** the other party to the Agreement with the Client and user of these General Terms and Conditions within the meaning of Article 6:231(b) Dutch Civil Code, i.e.: Edze Agra BV or Edze Agra BV Filial i Sverige (branch in Sweden);
4. **Agreement:** the Agreement for the provision of services within the meaning of Article 7:400 Dutch Civil Code between Edze Agra BV and the Client, on the basis of which Edze Agra BV will implement Activities against payment by the Client;
5. **Activities:** all the Activities as instructed, or implemented by Edze Agra BV on another basis, such in the broadest sense and including at least Activities as stated in the Agreement or all Activities appropriate with regard to the placed assignment;
6. **Parties:** Supplier and the Client jointly;

7. **Documents:** the written documents produced or to be produced by Edze Agra BV, including but not limited to: offers, advice, calculations, drawings, reports and designs. These documents can be recorded in writing or on other data carriers, such as CD-ROMs, DVDs, USB sticks, etc.;
8. **In writing:** "In writing" for the purposes of these general terms and conditions shall also include communication by e-mail, fax or digital (for example via an online interface), provided that the identity and integrity of the content are duly established.

Article 2. Applicability

1. These General Terms and Conditions apply to all offers, Agreements and Activities of or by Edze Agra BV, of whatever nature, as well as to the realisation thereof, unless such applicability is expressly excluded in whole or in part or otherwise has been explicitly agreed. These General Terms and Conditions also apply to any new, subsequent or partial assignments arising from the Agreement.
2. Any general terms and conditions of the Client, by any name whatsoever, are expressly rejected. Deviations from and additions to these terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Edze Agra BV in writing.
3. Should Edze Agra BV have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms and conditions as yet. The Client cannot derive any rights from the manner in which Edze Agra BV applies the present terms and conditions.
4. The present terms and conditions are equally applicable to all Agreements concluded with Edze Agra BV for the implementation of which third parties must be relied on. Said third parties can invoke the present terms and conditions directly against the Client, including any exclusions of liability.
5. Should one or more provisions of the present terms and conditions or of any other Agreement concluded with Edze Agra BV be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Edze Agra BV.
6. The Client with whom the present terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to an Agreement concluded with Edze Agra BV at a later date.
7. In case of a discrepancy between the content of an Agreement concluded by and between the Client and Edze Agra BV and the present terms and conditions the content of the Agreement shall prevail.
8. Edze Agra BV is entitled to amend these General Terms and Conditions at all times. If the Client's position becomes less favourable as a result of the amended content, the Client will be entitled to cancel the Agreement by the date when the amended General Terms and Conditions become effective.

Article 3. Proposals and offers

1. Any and all proposals and offers of Edze Agra BV are revocable and are made subject to contract, unless indicated otherwise in writing.
2. A combined quotation does not oblige Edze Agra BV to implement part of the assignment against a corresponding part of the quoted price. Existing offers or quotes will not automatically apply to future follow-up assignments and other assignments.
3. The scope of the Agreement shall exclusively be determined by the description of the assignment specified in the proposal or offer. If the acceptance deviates (on subordinate points) from the proposal included in the offer then Edze Agra BV shall not be bound by the same. The Agreement shall in that case not be concluded in accordance with said deviating acceptance, unless Edze Agra BV indicates otherwise.
4. If an Agreement is quoted based on actual costs, the prices quoted shall merely serve as a guide; the actual hours worked by Edze Agra BV and the actual costs incurred by Edze Agra BV shall be invoiced.
5. Clear errors or clerical errors in the proposals or offers of Edze Agra BV shall not bind Edze Agra BV.
6. The prices stated in a quote or offer are exclusive of VAT and any other levies imposed by the State, any costs to be incurred under the terms of the Agreement, including travel and accommodation costs, administrative and other fees, dispatch costs and administrative expenses, unless otherwise stated.
7. The Client guarantees the correctness and completeness of the requirements, specifications and other information submitted to Edze Agra BV by or on behalf of the Client, on which Edze Agra BV bases its offer.
8. Edze Agra BV is entitled to charge the Client for the costs involved in the offer or quote, provided that it has made the Client aware of these costs in advance.

Article 4. Conclusion of the Agreement

1. The Agreement becomes effective once the Client has accepted the offer made by Edze Agra BV in writing.
2. Edze Agra BV will be bound by any oral Agreements only once it has confirmed such Agreements to the Client in writing or - without objection by the Client - has begun the implementation of these Agreements.
3. Any additions or amendments to the General Terms and Conditions or the Agreement will be binding on Edze Agra BV only after they have been confirmed to the Client in writing.

Article 5. Execution of the Agreement

1. Edze Agra BV will make every possible effort to achieve the result required or intended by the Client, bearing in mind that this will always be a best-efforts obligation rather than a result obligation on the part of Edze Agra BV.
2. If the aforementioned result is not achieved, this therefore does not release the Client from their obligations towards Edze Agra BV, with the exception of any obligations linked explicitly by the parties to the achievement of the intended result.
3. Insofar as such is required for the proper implementation of the assignment, Edze Agra BV will be entitled to outsource the Activities or parts thereof to third parties. This is at Edze Agra BV's discretion. The applicability of Articles 7:404, 7:407(2) and 7:409 Dutch Civil Code is expressly excluded.
4. Edze Agra BV cannot be obliged to begin the supply of the Documents or the implementation of the Activities until all data necessary for this purpose are in its possession and it has received any agreed payment or advance payment. In the event of any delays resulting from this, the stated delivery times will be adjusted proportionately.
5. If the deliveries or Activities cannot take place normally or without interruption through no fault of Edze Agra BV, Edze Agra BV will be entitled to charge the costs arising from this to the Client.
6. If Edze Agra BV or the third parties it has engaged is/are unable to begin the agreed Activities on the agreed date due to the actions of the Client, Edze Agra BV will be entitled to charge waiting hours and/or the costs arising from this to the Client.
7. If the Client wishes a deferment from the originally agreed commencement date for the implementation of the Agreement, Edze Agra BV will accept this only if the capacity reserved for this Agreement can be used elsewhere instead. If that capacity cannot be used elsewhere and the Client nevertheless requires and/or effects such postponement, the Client will be due to pay the agreed fee for the non-used reserved capacity.
8. Edze Agra BV is deemed to be aware of the relevant statutory provisions and decisions issued by local authorities relevant to the implementation of the Agreement, insofar as they are applicable on the date of the offer. The costs involved in complying with these provisions and decisions are payable by the Client.
9. All expenses incurred by Edze Agra BV at the Client's request under the Agreement will be payable in full by the latter.

Article 6. Changes to the Agreement and further work

1. Edze Agra BV reserves the right to carry out and to charge the Client for more Activities than mentioned in the written order or in the order confirmation if these Activities are necessary for the proper performance of the contract. The Client shall be informed as soon as possible of the implementation of this additional Activities.
2. The Client accepts that the time schedule of the contract could be influenced if parties were to decide in the interim to change the approach, procedures or extent of the contract and the resulting Activities. If interim changes arise in the execution of the order at the hands of the Client, Edze Agra BV shall, in consultation with Client, make the necessary adjustments. If this leads to additional work, this will be charged to the purchaser as an additional order. Edze Agra BV will be entitled to charge the additional costs of modification of the contract to the Client.
3. As a departure from paragraph 1 and 2, Edze Agra BV will charge no extra costs if the change or supplementation is a consequence of circumstances attributable to Edze Agra BV.
4. The changes still required by the Client after the execution thereof, should be notified to Edze Agra BV by the Client in good time and in writing. If this is specified orally or by phone, the risk of the implementation of the change shall be for the account of the Client, unless these changes have been confirmed in writing by Edze Agra BV.
5. If it appears, during the execution of a contract accepted by Edze Agra BV, that as a result of circumstances unknown to Edze Agra BV or force majeure, the contract is not executable, Edze Agra BV has the right to claim that the order be changed so that its implementation will become possible. The greater or lesser costs incurred as a result of such a change being made will be settled between the Parties, while the Client will be held to compensate Edze Agra BV for Activities already carried out but proven to be useless work.

Article 7. Completion and execution period

1. The times within which the Activities must be completed or the Documents must be supplied can never be regarded as strict deadlines, as Edze Agra BV depends on the cooperation of public authorities and third parties, on which it has no influence, for the implementation of its Activities. If Edze Agra BV fails to comply with its obligations or fails to do so in time, it must be declared in default in writing and be granted a reasonable time to comply with its obligations.
2. In the event of the delivery or implementation of the Activities in parts, each delivery or phase will be considered a separate transaction, and Edze Agra BV will be able to invoice for each transaction.

Article 8. Completion

1. If Edze Agra BV sends the Client a draft version first with regard to the Documents to be produced, the Client will check this draft version and notify Edze Agra BV of their comments as soon as possible, but no later than within five working days of receipt of the draft version. The draft will be amended by Edze Agra BV where necessary. Another draft version will be supplied at the Client's request.
2. When handing over or sending the definitive version of the produced Documents, Edze Agra BV will be entitled to request the Client to initial each page of one copy for approval, or to sign a statement with regard to the delivery of the agreed definitive version for approval, and to send this statement of approval to Edze Agra BV within five working days.
3. If the Client fails to respond to Edze Agra BV's request to endorse the documents within the terms mentioned in paragraphs 1 and 2, or if it fails to communicate any comments to Edze Agra BV, the relevant Documents and related Activities will be deemed to have been tacitly agreed by the Client on the sixth day following the request to that end.
4. If Edze Agra BV has requested the Client in writing to sign a statement of approval - in whatever manner - the use of the Documents will be permitted only once the written approval has been received by Edze Agra BV.
5. If Edze Agra BV needs to make any amendments to Documents that have already been approved by the Client, this can be regarded as additional work and Edze Agra BV will be entitled to charge any additional costs arising from this to the Client.
6. The risk regarding the Documents to be supplied is transferred to the Client the moment when these Documents are actually available to the Client.

Article 9. The Client's obligations

1. The Client must ensure that:
 - a. the information and data necessary for the implementation of the Agreement are made available to Edze Agra BV in good time and in the format specified by Edze Agra BV;
 - b. the information carriers, electronic files, software, etc. provided by the Client to Edze Agra BV do not contain any viruses or faults;
 - c. Edze Agra BV is warned within a reasonable period of time prior to the date when the Activities are due to commence according to the Agreement, if Edze Agra BV cannot implement its Activities at the agreed time;
 - d. the data to be provided is correct and complete. The Client indemnifies Edze Agra BV against any consequences ensuing from the use of incorrect or incomplete information and data provided by the Client.
2. The Client will inform Edze Agra BV in good time about any developments within the Client's company that are or can be relevant for the implementation of the Agreement.
3. The Client may not, without the knowledge of Edze Agra BV, give instructions, place assignments, etc. to third parties, which are deemed to be part of Edze Agra BV's tasks on the basis of the Agreement. In occurring cases, the Client must confer about this with Edze Agra BV to prevent duplicate or incompatible arrangements, etc.
4. If the obligations from this article have not been fulfilled timely, Edze Agra BV will be entitled to suspend the implementation of the Agreement until such a time when the Client has fulfilled those obligations. The costs related to the delay or the costs involved in implementing extra Activities, or any other consequences arising from this are at the expense and risk of the Client.

Article 10. Charges and rate changes

1. The amount charged to the Client is calculated on the basis of the number of used hours, in accordance with Edze Agra BV's normal hourly rates. The hourly rates apply to normal working days, which means Monday to Friday (with the exception of generally recognised holidays), and to the times agreed between the parties.
2. Edze Agra BV may increase the agreed charges if it becomes clear during the implementation of the Agreement that the originally agreed or anticipated amount of work was inadequately estimated when the Agreement was concluded, and this

incorrect estimate was not due to an attributable failure on the part of Edze Agra BV, and it cannot be reasonably expected from Edze Agra BV that it implements the Activities against the agreed charges.

3. Edze Agra BV may also change its rates annually on 1 January in accordance with the price index figure of Statistics Netherlands (CBS) for commercial services (index 2010 = 100).
4. If the Client fails to keep an appointment - including an office visit to Edze Agra BV - or is late for that appointment, the time set aside for this will be charged to the Client on the basis of the usual hourly rates. This also includes cancelling an appointment less than 24 hours in advance.
5. In the event of any disagreement about the number of spent or charged hours, Edze Agra BV's time recording will be binding. This is subject to proof to the contrary by the Client.
6. If any circumstances occur between the date the Agreement is concluded and its implementation that increase Edze Agra BV's costs, as a consequence of legislation and regulations, currency fluctuations, price changes applied by third parties engaged by Edze Agra BV, etc., Edze Agra BV will be entitled to increase the agreed price accordingly and charge this to the Client.
7. In the event of price increases within three months of concluding the Agreement, the Consumer will be entitled to terminate the Agreement by means of a written statement. If the Consumer has not notified Edze Agra BV within 14 days of the announcement of the price change that they wish to make use of their power to terminate the Agreement, Edze Agra BV may assume that the Consumer has agreed to the price change.

Article 11. Invoicing and payment

1. Edze Agra BV shall be authorised, at the beginning of the Agreement, to desire an advance in full or in part from the Client. Advances must be paid immediately after the conclusion of the Agreement and shall be deducted from the (last) invoice.
2. If it has been agreed that payment will take place by means of invoice, payment must take place within 14 days after the date of the invoice, without any setoff or discount, in a manner to be indicated by Edze Agra BV in the currency of the invoice.
3. After the expiry of the stipulated payment term the Client shall be in default by operation of law without any further notice of default being required.
4. As from the moment of default the Client shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Edze Agra BV incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Client. In that case the Client shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 150.00. For Consumers this is a percentage of 5% with a minimum of € 40.00. Should the costs actually incurred and to be incurred by Edze Agra BV exceed the aforementioned amount then these costs shall equally qualify for compensation.
5. If the Client does not comply with its payment obligations in a timely fashion then Edze Agra BV shall be authorised to suspend the obligations entered into vis-à-vis the Client regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same. The same already applies prior to the moment of default if Edze Agra BV may within reason assume that there are reasons to doubt the creditworthiness of the Client.
6. In case of liquidation, insolvency, debt management or suspension of payment of the Client or a relevant application or petition the claims of Edze Agra BV and the obligations of the Client vis-à-vis Edze Agra BV shall immediately fall due.
7. If the Client has, on any account whatsoever, one or more counterclaims vis-à-vis Edze Agra BV then the Client waives its setoff right. Said waiver of the setoff right is also applicable if the Client applies for (provisional) suspension of payment or is declared insolvent.
8. The Client may not offset any claims from Edze Agra BV against any counterclaims it has against Edze Agra BV. This also applies if the Client applies for a (provisional) suspension of payments or is declared bankrupt. This provision does not apply to Agreements with the Consumer.

Article 12. Intellectual property

1. Edze Agra BV is and remains the party entitled to all the intellectual property rights attached to, relating to or associated with the Documents produced by Edze Agra BV, irrespective of whether the Client has made a payment to Edze Agra BV for their production. This applies unless the parties have expressly agreed otherwise in writing.
2. Exercising the rights mentioned in the previous paragraph of this article, both during and after the implementation of the Agreement, is reserved expressly and exclusively to Edze Agra BV.

3. The Client declares that no copyright or any other intellectual property right is infringed by providing works, information and data to Edze Agra BV, and the Client indemnifies Edze Agra BV judicially and extrajudicially against any harmful consequences, either financial or otherwise, that could arise from this.

Article 13. Complaints

1. The Client must inspect the Documents immediately upon receipt. Any errors, inaccuracies or inadequacies that can reasonably be identified by the Client during the initial, careful inspection of the Documents, must be reported to Edze Agra BV within two working days of receipt of the Documents, followed by a written confirmation thereof. Any other complaints - including complaints with regard to the implemented Activities - must be reported to Edze Agra BV by registered letter immediately after the discovery of the relevant issue.
2. Any consequences of failing to report any errors, inaccuracies or inadequacies within the period mentioned in paragraph 1 are at the Client's risk.
3. Any complaints must be reported to Edze Agra BV at least within one year of the delivery or implementation of the Activities, at the risk of forfeiting the right to compensation.
4. The Client must address any complaints with regard to any Documents passed on by Edze Agra BV or any activities implemented by third parties within the context of the Agreement directly to the original author or implementer of the Activities. Where necessary, Edze Agra BV will inform the Client about the identity of this author or implementer.
5. If the abovementioned complaints are not communicated to Edze Agra BV within the periods of time mentioned, the Documents will be deemed to have been supplied in accordance with the Agreement and the Activities will be deemed to have been implemented in accordance with the Agreement.
6. When producing designs, Edze Agra BV has the creative and intellectual freedom to arrive at specific results on the basis of its own views, methods and interpretations. The Client can never complain against this.
7. Any complaints will not suspend the Client's payment obligation.
8. Edze Agra BV must be given the opportunity to investigate the complaint. If it turns out that in order to investigate the complaint the Documents need to be returned, or that it is necessary that Edze Agra BV gets an opportunity to investigate the complaint on location, the costs thereof will be at the expense and risk of Edze Agra BV only if the latter agreed to this expressly in writing in advance.
9. If a recalculation or change turns out to be necessary for reasons other than the provision in Article 15(7) of these General Terms and Conditions, such will be done at the expense and risk of Edze Agra BV only if the latter agreed to this expressly in writing in advance.
10. If the delivered Documents have been changed or edited after their delivery, the right to complain will lapse.
11. In the event of justified complaints, the damage will be settled in accordance with the provisions of Article 15 of these General Terms and Conditions.

Article 14. Liability

1. Edze Agra BV fulfils its task as may be expected of a company in its sector, but it does not accept any liability for any damage, including damages resulting from death and personal injury, any consequential loss, trading loss, loss of profit or business interruption loss, which is the consequence of the acts or omissions of Edze Agra BV, its staff or any third parties it has engaged, unless such is contrary to mandatory legal provisions.
2. When issuing an offer, Edze Agra BV does not accept any responsibility for any Documents prepared by or on behalf of the Client or third parties, or for any information and data, requirements, specifications of dimensions, materials and other descriptions presented with those Documents.
3. The limitations of liability included in this article will not apply if the damage is the result of the intent or deliberate recklessness on the part of Edze Agra BV or its supervisory staff at management level.
4. Without prejudice to the provisions in the other paragraphs of this article, Edze Agra BV's liability, of whatever nature, will be limited to the invoice amount of the supplied Documents or the implemented Activities.
5. Without prejudice to the provisions in the other paragraphs of this article, Edze Agra BV's liability will be further limited to that part of the payments due over the last six months in the event of an Agreement or assignment of a duration of more than six months.
6. Without prejudice to the provisions in the other paragraphs of this article, the liability will always be limited to the payment of direct damage, up to a maximum of the amount to be paid out by Edze Agra BV's insurer in the relevant case, insofar as Edze Agra BV has the relevant insurance.

7. If the supplied Documents or the result of the implemented Activities contain visible errors or inadequacies, etc. which must already have been present at the time of delivery, Edze Agra BV will undertake to rectify or repair those Documents or the result of the implemented Activities free of charge, such as Edze Agra BV's discretion, or to implement these Activities in accordance with the Agreement.
8. In the event of the non-timely or non-complete supply of data by the Client, Edze Agra BV will not accept any liability for the timely and complete processing of that data, or for the consequences thereof for the Client.
9. Edze Agra BV will not be liable for any damage whatsoever arising from Documents or to Documents it has not produced itself, but has obtained from third parties and passed on to the Client for the purpose of the Client's assignment. In the event of any damage caused by the mentioned Documents, the Client will approach the original author or supplier with regard to that damage.

Article 15. Indemnity

1. The Client indemnifies Edze Agra BV against any claims by third parties sustaining damage in connection with the implementation of the Agreement, which is attributable to a party other than Edze Agra BV.
2. The Client loses their rights with respect to Edze Agra BV, is liable for all damage and indemnifies Edze Agra BV against any third-party claims for compensation where:
 - a. the aforementioned damage is the result of inexpert use and/or occurred even though Edze Agra BV had given instructions, advice etc.;
 - b. the documents have been used contrary to their purpose by the Client;
 - c. the aforementioned damage is the result of errors, inaccuracies or incompleteness in terms of information, data, materials and information carriers. This concerns Documents, etc., which have been provided or prescribed by or on behalf of the Client to Edze Agra BV;
 - d. the aforementioned damage is the result of instructions by or on behalf of the Client to Edze Agra BV.
3. The Client must assist Edze Agra BV both judicially and extrajudicially if Edze Agra BV is challenged on the basis of paragraph 2 of this Article, and to do everything that may be expected from them in such case. If the Client fails to take adequate measures, Edze Agra BV will be permitted, without proof of default, to take such measures. All costs and damage on the part of Edze Agra BV and third parties resulting from such measures will be fully at the expense and risk of the Client.

Article 16. Limitation period

In all cases, the period within which Edze Agra BV can be demanded to pay for any damage is limited to a maximum of one year following the implementation of the relevant Activities that have caused the damage.

Article 17. Lien

Edze Agra BV is authorised to suspend handing over the Documents it has produced for the Client in connection with the implementation of the Agreement and also to suspend returning all data, information carriers, etc. provided by the Client to Edze Agra BV, until the claims under the aforementioned Agreement have been paid by the Client to Edze Agra BV.

Article 18. Dissolution

1. Without prejudice to the provisions in the other articles of these General Terms and Conditions, Edze Agra BV may terminate the Agreement without further proof of default and without court intervention by means of a written statement to the Client, at the time when the Client:
 - a. is declared bankrupt or an application for their bankruptcy has been filed;
 - b. applies for the (provisional) suspension of payments;
 - c. is the subject of an executory attachment;
 - d. is placed under guardianship or goes into administration;
 - e. loses the power of disposition or legal competency with regard to their assets or parts thereof in any other manner.
2. The provisions of paragraph 1 of this article will be applicable, unless the guardian or administrator acknowledges that the obligations arising from the Agreement are estate debts.
3. The Client must always inform the guardian or administrator of the content of the Agreement and these General Terms and Conditions.

Article 19. Force Majeure

1. If there is a force majeure situation on the part of the Client or Edze Agra BV, Edze Agra BV will be entitled to terminate the Agreement without court intervention by means of a written statement to the Client, or to suspend compliance with its obligations towards the Client for a reasonable period of time without being held to pay any compensation.
2. For the purpose of these General Terms and Conditions, force majeure on the part of Edze Agra BV is understood to mean: a non-attributable failure by Edze Agra BV or the third parties or suppliers it has engaged, or another serious reason on the part of Edze Agra BV.
3. If the force majeure situation occurs when the Agreement has already been partly implemented, the Client must comply with their obligations towards Edze Agra BV up to that time.
4. Circumstances involving force majeure will include: war, terrorism, riots, mobilisation, civil commotion in the Netherlands and abroad, government measures, strikes within the organisation of Edze Agra BV or the Client or a threat of such circumstances, disruption of the exchange rates existing at the time when the Agreement was concluded and business disruptions due to fire, burglary, sabotage, natural phenomena, etc.

Article 20. Confidential information

1. Edze Agra BV undertakes to observe confidentiality with regard to all information it has obtained from the Client within the context of the conclusion and implementation of the Agreement, and with regard to which it is aware or should be aware within reason that this information should be treated as confidential. Edze Agra BV will only provide this information to third parties where such is necessary within the context of the Agreement.
2. Edze Agra BV will take all reasonable precautions to keep confidential information secret and guarantees that its staff and other persons who are involved in the implementation of the Agreement under its supervision will also observe this obligation of confidentiality.
3. The obligation of confidentiality does not apply if Edze Agra BV is obliged to disclose the confidential information under legislation or regulations or a court decision, and is unable to invoke a statutory or court-permitted right of non-disclosure. This exception also applies to the staff or any other persons as referred to in paragraph 2 of this article.
4. Edze Agra BV is permitted at all times to publish about the implemented Activities and reuse the methods, analyses etc. used or developed for this purpose, provided that the Client's privacy remains guaranteed.

Article 21. Storage of information and data

1. Edze Agra BV will carefully save and store all information, data and Documents received from the Client for the duration of the Agreement. However, Edze Agra BV will never be liable for the loss or destruction of such information, data and Documents, unless this is due to the intent or deliberate recklessness of Edze Agra BV or its supervisory staff at management level.
2. The Client must always ensure that they retain the original or a copy of any information, data or Documents provided to Edze Agra BV.

Article 22. Applicable law and choice of forum

1. All Agreements concluded and to be concluded by Edze Agra BV shall be governed by Dutch law.
2. Any disputes occurring as a consequence of this Agreement or any future Agreements resulting from this Agreement will be settled by the competent court in Leeuwarden, unless this is contrary to mandatory legal provisions.

Article 23. Change and interpretation of the terms and conditions

1. In case of an interpretation of the content and meaning of these general terms and conditions as well as in the case of conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text shall prevail each time.
2. The most-recently filed version and/or the version as applicable at the time of conclusion of the Agreement shall always apply.