

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY WILDKAMP CARIBBEAN B.V. FOR THE BUSINESS SECTOR (B2B)

LOCATED IN KAYA C.E.B. HELLMUND 6 UNIT D1 SOUTH PIER MALL BONAIRE, CARIBBEAN NETHERLANDS, REGISTERED IN THE TRADE REGISTER OF BONAIRE UNDER NUMBER 14075.

1. Definitions

In these General Terms and Conditions of Sale and Delivery the following definitions apply:

“WILDKAMP CN” - Wildkamp Caribbean B.V. (a private limited company) and/or its affiliated group companies as listed in the Agreement.

“Purchaser” - the natural or legal entity that purchases WILDKAMP CN's products and/or has instructed WILDKAMP CN to provide services and is not considered a Consumer.

“Consumer” - the natural person who does not operate in the course of a profession, company or skilled trade.

“Agreement” - the Agreement (with all its accompanying appendices and these General Terms and Conditions of Sale and Delivery) between WILDKAMP CN and Purchaser with respect to the purchase and sale of products and/or the provision of services by WILDKAMP CN to Purchaser.

“Delivery” - the delivery to be made to Purchaser by WILDKAMP CN pursuant to the Agreement concerning items, their installation and assembly and provision of any accompanying documents (including items rented or made available in other ways), as well as services performed and other related (legal) acts.

“General Terms” - the present General Terms and Conditions of Sale and Delivery as used by WILDKAMP CN for the business Purchase other than one Consumer.

2. Applicability

a. These General Terms apply to and form an integral part of Purchaser's application to enter into an Agreement, as well as to any offers and/or quotations made by WILDKAMP CN, to instructions given by Purchaser, to WILDKAMP CN's confirmations of instruction and to all Agreements concluded and to be concluded between WILDKAMP CN and Purchaser. They will also apply in full force to consecutive and future Agreements even when these do not specifically refer to these General Terms. Purchaser's general or specific terms or conditions are hereby expressly rejected. Changes and additions to any provision in an Agreement and/or these General Terms apply only after they have been confirmed by WILDKAMP CN in writing; in which case they only apply to the Agreement in question.

b. WILDKAMP CN is authorized to change these General Terms and Conditions. The amended general terms and conditions are not binding for the Purchaser until one month after they have been communicated to the Purchaser.

c. The Agreement is governed solely by these General Terms and Conditions. General or specific conditions or stipulations of the Purchase are expressly rejected.

d. Should the Agreement concluded between WILDKAMP CN and two or more Purchasers jointly, or any obligation arising from the Agreement to which two or more (legal) entities are subject, these Purchasers and (legal) entities are always severally liable towards WILDKAMP CN.

3. Proposals, Formation and Modification of an Agreement

a. Offers and quotations submitted by WILDKAMP CN, in any form, are made without any obligation and do not obligate WILDKAMP CN to supply the products and/or services in question to Purchaser. Unless an offer indicates otherwise, offers are valid for a period of 30 (thirty) days. Any offers and quotations submitted by WILDKAMP CN may be withdrawn within two working days, even after they have been accepted by Purchaser.

b. WILDKAMP CN may and shall assume the correctness of any data, drawings, calculations, specifications and other information provided by Purchaser.

The Purchaser undertakes to communicate changes relevant to the Agreement in a timely manner insofar as they could reasonably be important to WILDKAMP CN for the Delivery. The consequences of not communicating changes or not communicating them on time will be borne by the Purchaser.

c. All costs connected to the offer, samples, orders on approval and/or trial shipments, are at Purchaser's expense.

d. Offers and quotations are based on execution of an order under normal circumstances, during WILDKAMP CN's regular working hours.

e. Orders may be placed with WILDKAMP CN online, per email, in person or by telephone. The order is a proposal to purchase from WILDKAMP CN on acceptance of the applicability of these General Terms.

f. An Agreement will only become effective after WILDKAMP CN accepts the instructions in writing through an order confirmation or at such a time that WILDKAMP CN actually executes the Agreement. The Purchaser should carefully check the order confirmation and inform WILDKAMP CN of any inconsistencies promptly and in writing.

g. WILDKAMP CN reserves the right to refuse Instructions without stating reasons, or attach additional conditions to the delivery, in which case these shall be stated explicitly. An order will be refused, among other things, if the Purchaser has not provided all necessary information required for the assessment of an enquiry. Should the order not be accepted, WILDKAMP CN shall notify Purchaser within ten (10) working days upon receipt of the order.

h. Changes and/or additions to the Agreement may only occur with mutual consent and in writing. A written change and/or additions to the Agreement must be signed by an authorized signatory.

i. Purchaser is not entitled to transfer or encumber its rights under the Agreement to a third party without WILDKAMP CN's prior written consent. Purchaser's right to claim from WILDKAMP CN is non-transferable under property law for the purposes of article 3:83 paragraph 2 Civil Code BES.

4. Prices and Invoicing

a. Unless otherwise explicitly agreed in writing, the prices set are: - based on the information provided for the order confirmation relating to the execution of the Agreement;

- based on Purchaser's timely provision of required and correct information to WILDKAMP CN;

- based on the purchase prices, wages, wage costs, social and government levies and taxes, the costs of packaging, as well as other costs, all as they were at the time of the order confirmation;

- delivery EXW in accordance with the most recent version of the ICC Incoterms at the designated location;

- excluding sales tax (VAT) or general expenditure tax (ABB) on local import duties and/or other levies and/or taxes (depending on local legislation and/or local custom);

- stated in American dollars (USD) unless expressly agreed in Euros; - excluding packaging and/or freight rates and/or storage.

b. In the event of an increase in one or more cost factors, WILDKAMP CN is entitled to increase the order amounts accordingly.

c. Digital price lists are only valid after they have been signed and returned by Purchaser.

d. All costs arising from additions and/or changes to the Agreement are fully payable by Purchaser. By way of indicative summary, these costs include storage costs, changed shipping costs, costs incurred in the context of maintaining products for the Purchaser.

e. Invoicing will occur electronically.

5. Payment, Suspension and Advanced Payment Security

a. Unless otherwise agreed payment should be made by Purchaser within 30 (thirty) days upon the invoice date. Payment within this term does not warrant any form of discount on the agreed on price.

b. Payment must be made by bank transfer or deposit to the bank account listed on the invoice.

c. Should payment not be received within the agreed on period, Purchaser is in default and WILDKAMP CN will be entitled to a 2% (two percent) penalty on top of the amount due as well as the statutory commercial interest rate, for every month or part of a month that that full payment is not received.

d. WILDKAMP CN is entitled to set off any amount that it and/or any of its affiliated group companies, owe, in any way, to Purchaser and/or to its affiliated group companies against any amount that Purchaser, in any way, owes to WILDKAMP CN. Purchaser waives any right of setoff or power to suspend as well as any right of retention towards WILDKAMP CN.

e. Any payments by or on behalf of Purchaser apply firstly to settle the costs, then the statutory (commercial) interest that has fallen due, then the penalty pursuant to article 5c and finally the principal.

f. Should, and as long as, Purchaser have not, not adequately or not timely fulfilled any obligations arising from its Agreement with WILDKAMP CN or any connected agreement, WILDKAMP CN is entitled to suspend its obligations of performance, without prejudice to its rights pursuant to article 11.

g. Should Purchaser be in default towards WILDKAMP CN, WILDKAMP CN is entitled to prompt collection of the amount payable, in which case it will also claim full compensation of its actually court costs as well as extrajudicial collection costs. The extrajudicial collection will be set at a minimum of 15% of the principal with a minimum of USD 100,-.

h. WILDKAMP CN is entitled to require sufficient security for the fulfilment of any payment obligation by Purchaser, including but not limited to, advance payments, providing security in the form of a bank guarantee, mortgage, pledge or suretyship, prior to its continued delivery or fulfilment of any other obligation arising from the Agreement.

6. Packaging

a. Any packaging costs will be invoiced to Purchaser separately.

b. Used packaging will not be taken back by WILDKAMP CN.

c. The necessity of packaging is at WILDKAMP CN's discretion.

7. Advice, Designs and Materials

a. Any information and advice provided by WILDKAMP CN have a general nature and are without obligation. WILDKAMP CN does not accept any responsibility for any design worked out for or on behalf of the Purchaser, nor for any advice given based on any design realized by WILDKAMP CN. Purchaser is responsible for the functional suitability of the instructed materials. Functional suitability means the suitability of the material or the component for its intended use according to (the design of) the Purchaser.

b. In the event that the performance of an Agreement requires the use of designs which were not made by or on behalf of WILDKAMP CN, WILDKAMP CN will only accept responsibility for the manufacturing in accordance with the Agreement and for the reliability of the materials used to the extent that these materials were not prescribed by the Purchaser.

c. The Purchaser is obligated to allow third parties to assess the materials it has incorporated. Any costs in connection to such an assessment are at Purchaser's expense. After the incorporation of the materials or components Purchaser can no longer rely on the claim that the used material is not functionally suitable, nor on other defects in the material which it could have reasonably discovered during the assessment.

d. WILDKAMP CN does not accept responsibility for any components and/or materials provided by or prescribed for use by Purchaser.

e. Purchaser should comply with the instructions provided at the time of delivery, any user manuals and safety or other regulations with respect to the usage and the intended purposes of the products.

8. Delivery and Delivery Time

a. The delivery times given by WILDKAMP CN are indicative only and are never considered final deadlines. Purchaser is not entitled to compensation of any damages, direct or indirect and of any nature, resulting from the lapse of the agreed on delivery time or any delivery time indicated by WILDKAMP CN.

b. In the event that an article is not in stock or is no longer deliverable, WILDKAMP CN has the right to cancel the delivery in which case the purchase price will be refunded to Purchaser.

c. WILDKAMP CN is entitled deliver products in partial deliveries.

d. Delivery will occur EXW (in accordance with the most recent version of the ICC Incoterms) to the address provided by the Purchaser to WILDKAMP CN. Should Purchaser provide its own transportation, it will also carry the risks attached to the collection, loading and transportation of the products.

e. The liability and the risks of the items and/or services to be delivered by WILDKAMP CN transfer to the Purchaser at the moment said items are delivered to the Purchaser.

f. The products, services and/or works are considered delivered at the time they have been made available by WILDKAMP CN to Purchaser at the designated location regardless of whether Purchaser is present to accept these products at the location of transfer. The delivery receipt or the carrier's report regarding the refusal of receipt of the products/services and/or works by Purchaser serves as full proof of delivery.

g. Should the transportation of products and/or services to the place of destination be found impossible for reasons beyond WILDKAMP CN's control, WILDKAMP CN is entitled to store or these products, or have them stored, at the expense and risk of the Purchaser and require payment as if Delivery had occurred.

h. WILDKAMP CN has the right to deliver products only upon payment in advance.

i. Should the items made available by WILDKAMP CN not be collected by Purchaser, WILDKAMP CN is entitled to sell these items on Purchaser's behalf after giving Purchaser a written notice of default. Then Purchaser will then owe the purchase price, increased with the interest, costs and any damages, with the proviso that the net proceeds of the sale will be deducted from the purchase price.

9. Retention of Title

a. All delivered and deliverable items will remain the property of WILDKAMP CN until Purchaser has fully settled all amounts WILDKAMP CN is due or any claims it will come to have. Purchaser carries the full risk of any loss or damage of the products subject to retention of title from the moment the products were made available to Purchaser.

b. As long as a retention of title applies to the delivered items, Purchaser may not process, dispose of, pledge or in any other way encumber the delivered items without WILDKAMP CN's written consent. Should the items delivered by WILDKAMP CN be processed by Purchaser in such a way that the retention of title becomes valueless, the newly created item will be considered produced at WILDKAMP CN's instruction until Purchaser has fulfilled all its obligations towards WILDKAMP CN.

c. Should the Purchaser be in default or at the risk of default in regard to any obligations arising from the agreement, WILDKAMP CN is entitled to repossess and sell to third parties both the original items under retention of title, as well as the items processed and used in creating new items at WILDKAMP CN's instruction. Purchaser authorizes WILDKAMP CN to enter the location where said items are stored. Upon repossession Purchaser will be credited for the market value of the products at that time, which can never surpass the original purchase price, decreased with the costs incurred due to the repossession as well as with what WILDKAMP CN can claim under Article 5 or 18 of these General Terms and Conditions.

d. Purchaser is obligated to store the items subject to retention of title separately and make sure they are identifiable and stored away from any other items held by Purchaser.

e. Purchaser is obligated to inform WILDKAMP CN promptly and in writing should any component of the items subject to retention of title be lost, damaged or in case a third party garnishes the delivered items or seeks to encumber or claim them.

f. Purchaser has a duty of care towards the items delivered subject to a retention of title and must insure the items against all usual risks. Purchaser is obligated to transfer all its claims to insurers to WILDKAMP CN unconditionally and immediately on request.

g. Should the products subject to retention of title not be held by Purchaser, but be stored by a third party, Purchaser shall inform said third party of the retention of title and notify said third party that it thus stores for WILDKAMP CN, without WILDKAMP CN owing any storage costs or any other costs as a result.

10. Obligation to Complain and Claims

a. Purchaser is obligated to inspect the items delivered by WILDKAMP CN without delay but always within 24 (twenty-four) hours upon delivery. The Purchaser should check upon delivery whether the items delivered conform to the Agreement, to wit:

- whether the correct items and/or services were delivered;

- whether the items and/or services delivered match the agreed on quantity (for instance with regard to number and amount);

- whether the items and/or services delivered meet the agreed on quality requirements or, if when these were not specified, the usual requirements for the intended purpose;

b. Any defects and complaints discovered by Purchaser with respect to invoices must be lodged with WILDKAMP CN in writing within 8 (eight) days. All complaints must contain a precise description of the defect or failure. The lodging of a complaint does not relieve the Purchaser of its payment obligation.

c. Claims in regard to any visible defects should be lodged by Purchaser within eight days upon delivery or performance.

d. Claims in regard to any invisible defects should be lodged by Purchaser within eight days upon discovery or the moment they should have reasonably be discovered, yet within 30 (thirty) days upon delivery or performance.

e. All rights and entitlements available to Purchaser based on defectiveness lapse if Purchaser has not lodged its complaint within the period of time specified in this article and/or has not given WILDKAMP CN the opportunity to repair the defects.

f. No right to claim exists if the products have been processed or resold.



g. Return shipments by the Purchaser must always be accompanied by an approved returns form with return number, delivery, order or invoice number. Products will not be accepted for return if the return form has not been fully completed or has not been approved by WILDKAMP CN.

h. WILDKAMP CN will only take back products and send a credit note to Purchaser if the following conditions have been met:

- no more than 30 (thirty) days have passed between the date of delivery and return;
- the packaging and the contents are in their original state;
- any guarantee certificate issued for the products is returned;
- the products are part of WILDKAMP CN's product range;
- a fully completed and approved return form;
- the claim has been upheld by WILDKAMP CN;
- any credit costs consisting of cargo costs, administration costs and payment charges are at Purchaser's expense.

i. Any products which, at the time of ordering, were not part of WILDKAMP CN's standard product range but have been specifically procured for Purchaser, will not be taken back, irrespective of any claims to that effect.

11. Termination and Dissolution

a. Should Purchaser fully or partially terminate the Agreement for the provision of services by WILDKAMP CN, in any way, it is obligated to reimburse to WILDKAMP CN all reasonable costs WILDKAMP CN has incurred relating to the performance of the Agreement.

b. Without any obligation to pay damages and without prejudice to any of its rights and without a notice of default or judicial intervention being required, WILDKAMP CN is entitled to fully or partially terminate or discontinue the Agreement at any time with immediate effect by means of a written notification to the Purchaser, or suspend the (further) execution of the Agreement with the Purchaser if:

I. Purchaser does not, not in a timely fashion or not properly fulfil any obligation arising from the Agreement with WILDKAMP CN and/or the present General Terms,

II. WILDKAMP CN fears that Purchaser is not able or willing to fulfil its obligations;

III. a bankruptcy, moratorium, attachment, suspension or liquidation occurs on the part of Purchaser's company;

IV. WILDKAMP CN feels significant changes have occurred or are occurring in the direct or indirect division of ownership or control of Purchaser's company.

c. Should an event as referred to in paragraph b of this article occur, all claims on Purchaser will become immediately and fully payable.

d. In the event of seizure, suspension of payments or bankruptcy, the Purchaser will immediately inform the bailiff, the administrator or the curator of the ownership rights and/or the retention of title of WILDKAMP CN.

e. In the event of a partial termination as referred to in paragraph b of this article, WILDKAMP CN is also entitled to complete the Delivery, or have it completed by third parties, if necessary by using the materials and devices supplied by Purchaser, or return the delivery subject to Purchaser's immediate refund of any payments already made by WILDKAMP CN. In that event Purchaser is obligated to compensate WILDKAMP CN for all damages suffered by WILDKAMP CN as a result of the termination, expressly including any court and extrajudicial costs and the statutory (commercial) interest rate.

f. In events other than those listed in paragraph b of this article, WILDKAMP CN is also entitled to decide not to commence or to suspend its obligations under the Agreement, or terminate the Agreement. In the event of a termination or dissolution of the Agreement, WILDKAMP CN cannot be held to pay any form of damages. However, WILDKAMP CN must pay the pro rata price for the part of the Agreement that was already performed and delivered. Any advance payments made by WILDKAMP CN to Purchaser must immediately be fully refunded by Purchaser.

12. Force majeure

a. Non-delivery, late delivery and/or defective delivery as well as the substandard functioning of the delivered items and/or services does not entitle Purchaser to damages and/or termination, to the extent that these were the result of force majeure on WILDKAMP CN's part.

b. Without prejudice to any of its rights, WILDKAMP CN is, if it is prevented from, timely, (fully) fulfilling the Agreement by force majeure, entitled to suspend the performance of the Agreement, or fully or partially terminate the Agreement, without WILDKAMP CN being under any obligation or being held to pay any damages.

c. Force majeure on the part of WILDKAMP CN exists for example if WILDKAMP CN, after entering into the Agreement, is prevented from fulfilling its obligations arising from the Agreement as a result of international conflicts, violent or armed conflicts, measures taken by any national, foreign, supranational or international government agencies, boycott campaigns, industrial actions and incapacity for work of any third parties or of its own staff, interruptions in WILDKAMP CN's power supply, communication connections or in other equipment or software and furthermore all causes or circumstances arising through no fault of or beyond the control of WILDKAMP CN in the broadest sense of the word. Should such circumstances arise, WILDKAMP CN will take reasonable measures to limit Purchaser damage.

d. Should the force majeure surpass a three (3) month period, both parties are authorized to terminate the Agreement in writing. Should WILDKAMP CN, on the commencement of the force majeure, already have partially fulfilled its obligations or not be able to fully fulfill its obligations, it is entitled to separately invoice the delivered or deliverable part.

13. Purchaser's right in case of non-conformation

a. Should a complaint be lodged timely, correctly and in accordance with the provisions of article 10 and WILDKAMP CN has accepted that the products do not function correctly, WILDKAMP CN may decide whether to:

- supply a new product free of charge to replace the faulty product after it is returned;
- repair the faulty product;

- grant Purchaser a discount on the purchase price to be determined in joint consultation with Purchaser;

b. By providing one of the services listed in the previous paragraph WILDKAMP CN is fully discharged of its obligation comply and will not be obliged to pay any (further) compensation.

14. Guarantee

a. A right under a guarantee exists only and to the extent that:

- this is expressly and unequivocally indicated on orders, instructions and/or invoices;
- only for the duration as included on those;
- there is no question of negligent use.

b. The guarantee period commences on the day of delivery and will never extend the guarantee provided by the supplier, manufacturer or importer towards WILDKAMP CN.

c. Purchaser must return the items to WILDKAMP CN at its own costs and its own expense.

d. Should WILDKAMP CN find that the returned product does not exhibit any defects, or should a defect be determined to be the result of negligent use by Purchaser, WILDKAMP CN will pass on any costs it has incurred, including research costs and shipping costs, to Purchaser.

e. Negligent use for the purposes of this article includes, but is not limited to, Purchaser's non-compliance with the applicable maintenance instructions and/or assembly instructions for this product.

f. The costs incurred by third parties for the assessment of any claim under a guarantee by Purchaser will also be passed on to Purchaser.

15. Liability

a. WILDKAMP CN shall never be liable for any special, indirect or consequential damages suffered by Purchaser or any third parties, including lost profit, income or turnover, damage to goodwill or reputation, environmental damage, loss of function of any product, system or network or loss of data, with the exception of intent or deliberate recklessness on the part of WILDKAMP CN.

b. The total liability of WILDKAMP CN towards Purchaser as a result of an attributable failure in the fulfilment of an Agreement is limited to compensation of direct damages and capped at the amount the invoice value (excluding ABB), but never for more than the amount for which WILDKAMP CN has insured itself.

c. Should the Agreement concern items that WILDKAMP CN obtains or has obtained from third parties, WILDKAMP CN's liability is limited to that for which the third party involved is liable towards WILDKAMP CN and offers actual opportunity for recovery.

d. Purchaser shall indemnify and hold harmless WILDKAMP CN for all amounts, claims and requirements with respect to any direct or indirect damages, including costs and damages arising from fiscal obligations, personal injury, death or loss, destruction of or damage to property, in any way directly or indirectly relating to the delivery made by WILDKAMP CN in the broadest sense, for which WILDKAMP CN is held liable by third parties.

e. All legal costs, both court costs and extrajudicial costs, and any other costs of legal suits, procedures or negotiations, resulting from the claims arising from this article will be at the expense of Purchaser.

16. Industrial Property and Intellectual Property Rights

a. Purchaser grants to WILDKAMP CN a non-exclusive, irrevocable, worldwide and transferable right of use for any intellectual and industrial property in regard to the Delivery. WILDKAMP CN has unlimited authority to provide the right of use to (any) customers or to any other third parties with whom WILDKAMP CN maintains a business relationship. Purchaser indemnifies WILDKAMP CN as well as its customers against any third party claims, to the extent that these are based on an (alleged) breach of any third party rights, as described in the previous sentence. Purchaser shall compensate WILDKAMP CN for all damages, costs and statutory interest resulting from said third parties claims.

b. WILDKAMP CN reserves (its own as well as on behalf of third parties) any and all industrial and intellectual property rights in regard to the Delivery.

c. All items put at Purchaser's disposal (including images, (the results of) intellectual work, drawings, outlines, material and other documentation) continue to be the property of WILDKAMP CN and may not be fully or partially reproduced and/or made public in any way by Purchaser without WILDKAMP CN's explicit prior consent in writing.

d. Purchaser shall inform WILDKAMP CN immediately of any third party claims with respect to a breach of intellectual property owned by said third parties relating to the products. Should such a claim be made, solely WILDKAMP CN shall be entitled to participate in defense of against such a claim on Purchaser's behalf or to take legal action against such claims or to seek an amicable settlement with said party. Purchaser shall refrain from employing such measures, to the extent in which this may reasonably be required. Purchaser shall provide its unconditional cooperation to WILDKAMP CN in all such events.

e. Purchaser shall indemnify WILDKAMP CN against all damages (including costs of legal aid) suffered by WILDKAMP CN resulting from an alleged breach of intellectual property rights of a third party, if WILDKAMP CN is alleged to have breached such rights in the process of using data, writings, objects or anything else issued by Purchaser to WILDKAMP CN relating to the fulfilment of the Agreement.

17. Confidentiality

a. Unless otherwise required by law, Purchaser will not directly or indirectly disclose or make available to third parties any information relating to a confidential or private aspect of WILDKAMP CN's company and/or its affiliated companies; or directly or indirectly publicize, disclose or in any other way make available any other information, whether or not confidential, any record of clients, suppliers, (legal) entities, partnerships or organizations which do, or have done, business with WILDKAMP CN. Purchaser will also impose the aforementioned prohibition on its employees and include it in any agreements Purchaser enters into with third parties for the performance of the Delivery and the Agreement.

b. Purchaser will refrain from giving any direct or indirect quotations and/or offers to clients of WILDKAMP CN, including those for expansions and/or changes, relating to a Delivery or a work on which WILDKAMP CN is negotiating with a third party.

18. Penalty

a. In the event of a breach of the obligations included in article 16 and article 17, Purchaser owes WILDKAMP CN or any legal successor by universal or singular title an immediately due and payable penalty of US\$ 25,000.00 (in words: twenty-five thousand USD) for every breach and of US\$ 5,000.00 (in words: five thousand USD) for every day the breach continued or still continues without notice of default being required, such without prejudice to WILDKAMP CN's right to recover from Purchaser the actual loss incurred or to be incurred as a result of the breach or to claim performance, in addition to the penalty.

19. Trade controls and boycotts

a. Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either party to act in any manner which is inconsistent with, penalized or prohibited under any applicable laws, regulations or decrees applicable to such party which relate to foreign trade control, export controls, embargos or international boycotts of any type.

b. Purchaser shall not export, re-export, re-sell or transfer any Product to any individual, entity or location subject to UN, US or EU sanctions or embargoes.

c. Purchaser represents and warrants that it is not embargoed or sanctioned by the UN, US or EU (Restricted Party), nor is Purchaser owned or controlled by, or acting on behalf of, a Restricted Party, nor is Purchaser located in a restricted jurisdiction subject to any embargo or UN-, US- or EU-sanction.

d. Purchaser acknowledges that WILDKAMP CN reserves the right to review any transaction for export restrictions after the sale and cancel any transactions based on the results of this review, without any liability whatsoever towards the Purchaser.

20. Applicable Law and Competent Court

a. The law of Bonaire exclusively governs all agreements to which these General apply, with the exclusion of provisions of international treaties including the United Nations Convention on Contracts for the International Sale of Goods (CISG), also known as the Vienna Sales Convention.

b. All disputes arising in connection with the Agreement will exclusively be adjudicated exclusively by the competent court judge(s) of the Court of First Instance of Bonaire without prejudice to WILDKAMP CN's right to summon Purchaser to the competent court pursuant to the applicable law or treaty.

c. These General Terms and Conditions and all other Agreements between WILDKAMP CN and the Purchaser are exclusively governed by the law of Bonaire.

d. In case of conflict between the content of these General Terms and translations of these terms, the original Dutch text will prevail.

21. Concluding provisions

a. Should any provision of these General Terms prove fully or partially legally invalid, this will not in any way impair the remainder of that provision or these General Terms, subject to the condition that the invalid provision be replaced by a provision of which the purpose and meaning of the voided provision will be taken into account as far as possible.