



RITUALS COSMETICS ENTERPRISE BV

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

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Article 1: Definitions

The following definitions are used in these terms and conditions:

- (a) Services: the work performed by the Contractor for the Client;
- (b) Intellectual Property Rights: all full worldwide intellectual property rights and similar or related rights in the broadest sense of the word, including specifically - but not exclusively - the (claims on) (1) trademark rights, (2) trade name rights, (3) copyrights, (4) database rights, (5) design rights, (6) patent rights, (7) know-how and (8) domain names, as well as future intellectual property rights and applications for obtaining the aforementioned or similar rights;
- (c) Delivery: the receipt by Client of completed Services, under any title whatsoever;
- (d) Quotation: Contractor's oral or Written offer to perform certain Services against a certain price;
- (e) Client: Rituals Cosmetics E-Commerce B.V., represented by duly authorised persons;
- (f) Contractor: a natural person or legal entity, acting in an occupational or professional capacity, who performs Services ordered by Client, or the person with whom Client is considering concluding an Agreement;
- (g) Agreement: the Written agreements between Client and Contractor regarding the delivery of Services;
- (h) Party(ies): Client (and/) or Contractor;
- (i) Contractor's Personnel: the personnel or assistants engaged by Contractor who are to perform work at Contractor's risk and expense;
- (j) Personal information: personal data as defined by Article 4 of the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR");
- (k) In Writing: Communications by letter, fax or email;
- (l) Conditions: the underlying General Terms and Conditions for the Purchase of Services of Client.

Article 2: Applicability

- 2.1 These Terms and Conditions apply to all requests and tenders of and all orders issued by Client and to all Quotations sent by Contractor to Client, as well as to every Agreement and any Delivery as part of which a Contractor provides services to Client, brought about in any form whatsoever. Once a Contractor has entered into an agreement under the underlying Terms and Conditions, such Contractor shall accept the applicability of these Terms and Conditions to future Agreements between it and Client.



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- 2.2. Deviations from these Terms and Conditions shall only be valid if these have been expressly agreed to in writing between Contractor and Client, and then only with respect to the specific Agreement mentioned therein.
- 2.3. Contractor's general terms and conditions, under whatever name and in whatever form, do not apply unless expressly agreed otherwise and in Writing between Parties.
- 2.4. If the Services are purchased by a company affiliated with or otherwise working with Client, such company shall be able to derive the same rights from the Agreement concluded by Client with Contractor, including these Terms and Conditions.
- 2.5. The applicability of the 'United Nations Convention on Contracts for the International Sales of Goods' (the 'Vienna Purchase Convention') is expressly excluded.

Article 3: Quotations, establishment and amendment Agreement

- 3.1. Quotations from Contractor to Client are deemed to be valid at least three (3) months after the date thereof, unless agreed otherwise between Parties in Writing. The Quotations are deemed to be an irrevocable offer on the part of Contractor
- 3.2. Contractor is at all times obligated to notify Client of (future) price reductions, even before an Agreement has been concluded between them.
- 3.3. The costs associated with the Quotations, including any necessary documentation, demos and such, shall be at Contractor's expense.
- 3.4. Any documentation, demos and such received along with the Quotation shall not be returned by Client.
- 3.5. The prices set out in the Quotation are fixed and expressed in EURO, and are considered to cover all expenses required to provide the Services at the location designated by Client, with the exception of VAT, unless expressly otherwise agreed between Parties in Writing. Costs include, for example, expenses, taxes, levies and charges which relate among other things to work, Contractor's Personnel, transportation and insurance.
- 3.6. The Agreement is concluded when Client accepts a Quotation from Contractor by means of a Written order. However, if the order is sent after the expiration of the aforementioned deadline mentioned under 3.1 (with the date of the post mark, fax or sending date of the email being decisive, in accordance with the sending theory) or if the order deviates from more than secondary points of the Quotation, then the Agreement shall be concluded in accordance with the order, unless Contractor rejects the order within fourteen (14) days after the date in Writing.
- 3.7. Without Client's written permission, Contractor may not transfer or pledge the rights and/or obligations described in the Agreement, in whole or in part, to third parties.
- 3.8. Client has the right to amend these Terms and Conditions after consultation with Contractor.
- 3.9. Amendment and/or an addition to the Agreement may only take place in Writing by mutual agreement.

Article 4: Execution of the Agreement and Delivery

- 4.1. Contractor must deliver the Services on the agreed date/dates and time(s) of Delivery at the agreed location.
- 4.2. A delivery date agreed to between Client and Contractor, or the time of Delivery, shall be considered to be firm deadline. In case of any deviation of the agreed time or date of Delivery, Contractor shall, without further notice, be considered to be in default, except in cases which are considered as force majeure based on article 6:75 of the [Dutch] Civil Code.
- 4.3. The Services are deemed to have been delivered after completion by Contractor and receipt by Client.
- 4.4. Partial deliveries are not permitted, except with the Written permission of Client.
- 4.5. If Contractor can reasonably foresee that it will not be able to fulfil its obligations towards Client in a timely manner, then it must immediately inform Client thereof, stating its reasons and the consequences, and to subsequently confirm this to Client in Writing. The Contractor's notification shall not discharge it from its obligations with regard to the hard deadline.
- 4.6. Within 14 days after receipt of the Written notification referred to in the previous paragraph, Client can communicate whether or not it agrees with the consequences. Agreement does not mean that Client acknowledges the cause of the (expected) delay and shall not affect any rights of Client.
- 4.7. Contractor shall provide to Client any information, documentation, data, instructions, etc. which Client may reasonably need to use the Services optimally, in Writing or in another form agreed between Parties, no later than at the time of Delivery.
- 4.8. All costs of Delivery associated with the Agreement or the execution thereof, and the provision of the necessary documentation, information, instructions, etc. shall be at Contractor's expense.

Article 5: Engagement of third parties

- 5.1. Contractor shall only use the services of third parties in the execution of the Agreement after receiving Client's Written permission. Client may attach conditions to this permission.
- 5.2. Any permission granted by Client for the use of the services of third parties shall have no bearing on the circumstance that Contractor itself is responsible and liable for the fulfilment of its obligations under the Agreement and pursuant to laws and regulations, including - but not limited to - tax and social security laws.



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Article 6: Assessment and acceptance

- 6.1. Client is at all times authorised to examine, inspect and/or test the work performed pursuant to the Agreement, or to have such examinations, inspections and/or tests performed, regardless of the location where such work is located. Contractor must cooperate with such, and specifically by granting access to its premises to the persons Client has designated to perform such. Furthermore, Contractor shall, with an eye of this examination, inspection or testing, provide Client in a timely manner with a work schedule in accordance with which the Agreement shall be executed by Contractor.
- 6.2. Examination, inspection or testing or commissioning by or on behalf of Client shall never lead to any acknowledgement of the adequacy of the Services to be provided by Contractor and shall not discharge the Contractor of any respective liability.
- 6.3. The Delivery of the Services as described above in article 4 shall not be considered as an acceptance by Client. If Client deems the results of the Services satisfactory, it shall accept these by means of a Written notification to Contractor. A (Written) confirmation of receipt of the Services only pertains to the Delivery and shall not affect the (warranty) conditions of Contractor as set out in these Terms and Conditions.
- 6.4. Client may have third parties assess the Services.
- 6.5. Should Client not accept (or should Client reject) the Services, it shall inform Contractor thereof as soon as possible in Writing. Contractor shall ensure the Delivery of the agreed (still missing or not yet accepted) Services will still take place within a reasonable deadline to be determined by Client. If Contractor does not fulfil this obligation, then Client, without prejudice to all other rights arising from these Terms and Conditions or applicable law, shall be authorised to purchase the Services from a third party, or to take measures itself or have measures taken by a third party, at Contractor's risk and expense.
- 6.6. Client is not obligated to make any payment to Contractor before acceptance has taken place, unless expressly agreed otherwise between Parties in Writing.

Article 7: Additional work

- 7.1. If, during the execution of the Agreement, it becomes apparent that an adequate fulfilment and/or acceptable completion thereof requires the changing and/or supplementing of the same, which change and/or supplement was not reasonably foreseeable at the time of issuing the Quotation or upon the conclusion of the Agreement, Parties shall inform each other thereof as soon as possible and shall proceed with such necessary change and/or supplement to the Agreement by mutual agreement.
- 7.2. If, due to additional wishes or changes of understanding on the part of Client which are outside of the Agreement, or due to unforeseeable changes to relevant legal provisions, the Services must demonstrably be expanded in order to fulfil the Agreement, this shall be considered additional work which is eligible for compensation. Extra work due to wishes, understandings or changes which Contractor could have reasonably foreseen upon the issue of the Quotation or with the conclusion of the Agreement, shall not be considered additional work which qualifies for compensation. If Contractor expects that there will be additional work, it shall inform Client thereof in Writing as soon as possible.
- 7.3. Contractor shall not start additional work before it has received a Written order for this from Client. Contractor shall subsequently issue a Quotation with regard to the costs and time associated with the additional work. These Terms and Conditions also apply to the additional work to be performed.

Article 8: Ownership, Intellectual Property Rights and other rights

- 8.1. All (Written) instructions, information, designs, prototypes, specifications, recipes, production working methods, demos and other objects or documents which are or will be provided in the context of the execution of the Agreement by Client to Contractor, shall remain the property of Client and must be returned to Client upon Client's first request.
- 8.2. Ownership reservations made by Contractor are not applicable. Client hereby expressly rejects such reservation. Contractor hereby expressly accepts this rejection.
- 8.3. All Intellectual Property Rights and other rights with regard to the (results of the) Services delivered pursuant to the Agreement, specifically including, but not limited to, designs, prototypes, demos, specifications, working methods, samples, recipes, documentation, reports, recommendations, correspondence, formulas, installations, brochures, packaging, software, data, data files, analyses and/or other information and/or other works and/or preparatory material thereof, shall belong to Client, at least Client shall have a claim to these Intellectual Property Rights and other rights. Based on the Agreement, these Intellectual Property Rights and other rights shall be transferred by Contractor to Client at the time of their creation, which transfer Client already accepts upon the conclusion of the Agreement without Client owing any (additional) compensation for this to Contractor.
- 8.4. Insofar as the transfer of the Intellectual Property Rights and other rights requires a further instrument and/or other formality, then Contractor already irrevocably authorises Client to prepare and sign such instrument also on behalf of Contractor, at



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least Contractor upon first request of Client shall cooperate with the transfer of the Intellectual Property Rights and other rights to Client, without being able to attach (further) conditions to such. Any costs associated with the transfer, establishment or registration of certain Intellectual Property Rights and other rights in connection with the Agreement shall be at Client's expense. Contractor irrevocably authorises Client to register the transfer of these Intellectual Property Rights and other rights in the respective registers.

- 8.5. To the extent that the (results of the) Services are also established with the use of existing Intellectual Property Rights and other rights which do not accrue to Client, then Contractor shall grant Client a worldwide, unlimited, infinite and non-cancellable user right, to such extent that Client may freely use the (results of the) Services in accordance with the purpose of the Agreement. Contractor shall ensure that in this case it is authorised to grant such user right.
- 8.6. Should a dispute arise between Parties with regard to which Party is entitled to the Intellectual Property Rights and other rights with regard to the Services performed pursuant to the Agreement (and/or the results thereof), then, subject to counter evidence, it is assumed that such Intellectual Property Rights and other rights belong to Client. In all cases, Client may continue to use the (results of the) Services as intended based on the Agreement.
- 8.7. Contractor hereby waives any personality rights, in the meaning of the Copyright Act, which may accrue to Contractor in respect of Client, to the extent that applicable law permits such waiver. Contractor hereby, and also on behalf of the Contractor's Personnel, waives any personality rights that accrue to them, also to the extent that applicable law permits such waiver.
- 8.8. Contractor guarantees that it shall not infringe on Intellectual Property Rights and other rights of third parties in the context of the provision of Services. Contractor indemnifies Client for claims from third parties with regard to such infringements, also including claims with regard to knowledge, unlawful competition and such, and shall reimburse all costs incurred by Client in connection with these claims, including among other things - but not limited to - the full costs of legal assistance (such as lawyers, bailiffs and/or other third parties) and damages that were incurred. Contractor shall, at its own expense, take any measures to prevent stagnation and to limit costs and/or damages due to the aforementioned (expected) infringements.
- 8.9. If third parties based on an infringement of Intellectual Property Rights and other rights would hold Client liable in connection with (results of) Services, then Client has the right, without prejudice to any other rights under the Agreement, these Terms and Conditions or applicable law - including the right to damage compensation - to (extrajudicially) dissolve the Agreement in Writing in whole or in part.

Article 9: Payment

- 9.1. Client shall pay the invoice of Contractor within sixty (60) days after receipt. If the invoice has been received before the Services have been completed, Client shall pay such invoice within sixty (60) days after completion of the Services, unless otherwise agreed in writing by the Parties in an applicable order or statement of work. Receipt of the invoice may take place by regular mail, email and/or electronic data communication; however, the latter may only take place on the basis of a format determined by Client.
- 9.2. The invoice of Contractor must be sent to Client and must be issued in the name of the contact person provided by Client. Furthermore, the invoice must specify the respective Services.
- 9.3. Invoices which do not comply with this shall not be processed and shall be returned.
- 9.4. Payment does not constitute acceptance in accordance with article 5 of these Terms and Conditions.



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ns and shall not affect the right of Client to fulfilment of the Agreement.

- 9.5. The payment obligation shall be suspended if Client has objected against the method of execution of the Agreement by Contractor.
- 9.6. With each payment, Client has the right to offset the amount owed by Contractor with any outstanding claims Client has against Contractor at that time.
- 9.7. Payment releases Client from any obligation arising from the respective Agreement and cannot be considered by Contractor as payment of any other putative claim Contractor may have against Client.
- 9.8. Should Client not fulfil its payment obligations in a timely manner, it shall not be obligated to pay more than the statutory interest rate, and shall not owe this before it has received a reasonable deadline from Contractor in writing to nevertheless fulfil its obligations.

Article 10: Warranty

- 10.1. Contractor guarantees that Services to be performed by or on behalf of it shall be in accordance with the Agreement and shall therefore, among other things, be performed in a skilled manner and be of good quality, as may be expected from a good Contractor, shall meet the agreed specifications, be new (unless agreed otherwise), free of defects and suitable for the purpose for which they are intended, and furthermore shall meet the relevant Dutch, European and national laws and regulations of the countries to which Client exports, as well as the requirements of the safety and quality standards used within the branch and the applicable environmental standards.
- 10.2. With regard to the delivered Services, Contractor shall grant a warranty of at least one year from the date of the Delivery thereof.

Article 11: Liability

- 11.1a. If Contractor fails in the fulfilment of its obligations based on the Agreement and/or these Terms and Conditions, it shall be in default (by operation of law) without further notice and shall be obligated to compensate any damages incurred and to be incurred by Client, unless this concerns force majeure within the meaning of article 6:75 of the Civil Code.
- b. In case of force majeure on the part of Contractor in the meaning of article 6:75 of the Civil Code, Contractor may postpone the fulfilment of its obligations under the Agreement provided that Contractor informs Client thereof in Writing within twenty-four (24) hours after the circumstance resulting in force majeure has occurred, with statement of the cause of the force majeure. During eight (8) days after receipt of the notification, Client shall have the right to dissolve the Agreement in Writing, without this creating any right to damage compensation, or shall agree to a period with Contractor in Writing within which Parties suspend the fulfilment of the agreed obligations in anticipation of the possible elimination of the force majeure situation.
- c. After the force majeure has lasted longer than two (2) months, or if upon the start thereof it can already be foreseen that the force majeure shall last longer than two (2) months, then Client is authorised to dissolve the Agreement by means of a Written or electronic communication, without intervention by the courts, in whole or in part, without Client being obligated to pay any damage compensation.
- d. Contractor is obligated - insofar as this may reasonably be required from Contractor - to eliminate any cause of the force majeure as soon as possible, or to have such eliminated.
- e. Any extrajudicial and judicial expenses of Client as a result of the non-performance by Contractor shall be at Contractor's expense.
- 11.2. Force majeure includes Contractor being confronted with a strike organised by an accredited labour union and being restricted in the fulfilment of its obligations by acts or omissions by the (local) authorities.
- 11.3. Force majeure does not include the failure of third parties in the fulfilment of their obligations towards Contractor, unless this is caused by force majeure.
- 11.4. Contractor indemnifies Client against any claims from third parties for compensation of damages incurred by or in connection with the execution of the Agreement or the Services, respectively. Third parties also include the Personnel of Client and such persons working on behalf of Client.
- 11.5. If, due to a cause attributable to Contractor, the quality, condition, quantity or delivery time of the delivered product deviates from the agreed Services, and such leads to a claim for damages for Client towards third parties, Contractor must fully compensate Client for such.
- 11.6. Without prejudice to the right to damage compensation as mentioned in article 11.1a and 11.5, Contractor, if the (results of the) Services in accordance with the Agreement are not delivered within the agreed deadline at the agreed location, shall forfeit an immediately payable fine of 2% of the price of the respective Services, increased with VAT for each day the failure continues, up to a maximum of 26%. If Delivery has become permanently impossible, the fine shall be immediately payable in full.



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- 11.7. Contractor shall destroy any rejected or damaged designs, prototypes, demos, specifications, working methods, samples, recipes, documentations, reports, recommendations, correspondence, installations, brochures, packaging, software, data, data files, analyses and/or other information and/or other works and/or other preparatory materials thereof as soon as possible upon Client's first request, so that these shall not be able to circulate freely, and shall observe any instructions of Client in doing so.
- 11.8. Contractor guarantees that any waste created during the production process shall be destroyed and shall as such not be able to circulate freely. Should this nevertheless occur, Contractor is obligated to compensate any damages incurred and yet to be incurred by Client, and shall indemnify Client against any claims of third parties for compensation of damages incurred or yet to be incurred damages.

Article 12: Insurance

- 12.1. Contractor shall obtain sufficient insurance towards Client with regard to its liabilities under the law/and or the Agreement. Furthermore, Contractor shall insure any insurable risks within its operations under conditions which are reasonable and common in the industry.
- 12.2. At Client's first request, Contractor must present evidence of its insurance as well as evidence showing that the annual insurance premium has been paid (in a timely manner).

Article 13: Confidentiality

- 13.1. Contractor shall keep the existence, the nature and the contents of the Agreement confidential, and shall not disclose anything regarding such contents without Client's Written permission.
- 13.2. Without express Written permission from Client, Client's name may not be used in publications, advertisements, etc.
- 13.3. All information, in any form whatsoever, which Parties exchange or have already exchanged in connection with the (possible) establishment of the Agreement or during the Agreement, which they mutually submit or have submitted for review or with which they are or will be confronted, shall be deemed to be confidential by Parties. This information is hereinafter referred to as "confidential information".
- 13.4. Parties shall not use, copy or store this confidential information for any other purpose than for which it was provided to them.
- 13.5. Parties are not permitted to provide confidential information to third parties in any way, unless they have received Written permission for this from the other party.
- 13.6. Moreover, Parties undertake to ensure that only their employees who are involved in the (possible) establishment or execution of the Agreement shall have access to the confidential information. Employees who are not involved in this shall be considered to be third parties within the meaning of paragraph 5 of this article.
- 13.7. If Contractor acts in violation with the Agreement, it shall forfeit an immediately payable fine, which is not subject to compensation, of fifty thousand Euros (€50,000.00) per violation, regardless of the possibility for Client to recover the actual damages and the damages yet to be incurred. An act in violation with this Agreement by an employee or a third party engaged by Contractor shall be considered an act on the part of Contractor.
- 13.8. The confidentiality obligation, as well as the prohibition set out in this article, shall persist after the termination of the Agreement or, in case no Agreement was ultimately concluded between Parties, after the date on which it was determined that the Agreement was not established.

Article 14: Processing of personal information

- 14.1. Contractor shall guarantee to Client that Personal Information is processed in a careful and adequate manner at all times, with due observance of all applicable national and international laws and regulations and - if applicable - Client's code of conduct. This also includes full cooperation with the legitimate investigation of persons involved.
- 14.2. Upon Client's first request, Contractor shall cooperate in concluding an agreement in the meaning of article 28(3) of the GDPR for the performance of all processing of personal information by Contractor, to the extent that the Agreement cannot already be qualified as such agreement.
- 14.3. Contractor shall not process Personal Information it receives in the context of the Agreement in any other way than in the execution of the Agreement, subject to the applicable legal obligations. In no case shall Contractor process Personal Information for itself or shall it disclose or provide such to third parties.
- 14.4. When processing Personal Information, Contractor shall implement all appropriate technical and organisational security measures to ensure that the Personal Information is protected against destruction, loss or any form of unauthorised processing. Among other things, Contractor shall not process the Personal Information in a manner which cannot be reconciled with the purposes for which it was obtained, nor store or process such for any longer than is necessary for the execution of the Agreement. Contractor shall record the respective measures in Writing.



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- 14.5. Contractor shall immediately inform Client in Writing if it learns of a (possible) breach of the security of the Personal Information and/or a violation of the privacy of those to whom the Personal Information relates.

Article 15: Suspension / right of retention / settlement

- 15.1. Contractor may not suspend its obligations towards Client, nor exercise any right of retention with regard to property owned by Client or to which Client is entitled in any other manner. Nor is Contractor authorised to offset any payments.

Article 16: Continuous performance contracts

- 16.1. The Client may cancel a continuous performance contract concluded with Contractor at any time in Writing, without statement of reasons, with due observance of a notice period of three (3) months, unless Parties have expressly agreed otherwise.
- 16.2. Any price adjustments may only be implemented after having been communicated to Client in Writing and approved by Client in Writing.

Article 17: Termination

- 17.1 Client shall, without any obligation to pay damages and without prejudice to its other rights and without this requiring a notice or intervention by the courts, have the right to terminate or dissolve the Agreement at any time, in whole or in part, with immediate effect, by means of a written notification to Contractor, or to suspend the (further) execution of the Agreement with Contractor, if:
- a. Contractor is declared bankrupt;
 - b. Contractor's bankruptcy is applied for or Contractor applies for its own bankruptcy;
 - c. (temporary) suspension of payments with regard to Contractor is granted;
 - d. a debt settlement plan is concluded with the creditors of Contractor;
 - e. Contractor loses the ability to freely dispose of (a substantial part of) its assets, for example because of a lien;
 - f. Contractor ceases its operations or a significant part thereof, also including liquidation of the company or the transfer of the company to a new or existing company;
 - g. a decision has been made to dissolve Contractor as legal entity;
 - h. Contractor assigns its estate or assets;
 - i. third parties, not being group companies or subsidiaries as referred to in, respectively, the articles 2:24b and 2:24a of the Civil Code, acquire the direct or indirect control over the activities of Contractor;
 - j. Contractor does not comply, in whole or in part, with any obligation arising from the law or the Agreement, or acts in violation with the Agreement and/or the Terms and Conditions.

Article 18: General provisions

- 18.1. The Agreement and these Terms and Conditions are governed by Dutch law.
- 18.2. These Terms and Conditions are published in both the Dutch and the English language. In case of any interpretation differences between these versions, the Dutch version shall at all times prevail and be binding between Parties.
- 18.3. Disputes between Parties arising from, or otherwise associated with the Agreement and/or these Terms and Conditions, including those which are only considered to be such by one of the Parties, shall be resolved as much as possible through mutual consultations in good faith. If Parties cannot come to a resolution, disputes shall be settled by the competent court in Amsterdam, unless Client chooses to litigate against Contractor before the competent court in another other country or (branch) location.
- 18.4. Should Client, at its own discretion, waive any right or make a concession to Contractor in any other manner, such concessions shall be restricted to the specific circumstances of the case and shall not have any impact on the rights Client may exercise in other situations.
- 18.5. Should one or more provisions in the Agreement to which these Terms and Conditions apply deviate from these Terms and Conditions, the provisions in the Agreement shall prevail.
- 18.6. Should any provision of the Agreement and/or the Terms and Conditions prove invalid, the other provisions in the Agreement and/or the Terms and Conditions shall remain in effect. If the invalid provision is a material clause, then Client and Contractor shall agree to a new clause which shall resemble the intent of the Parties as closely as possible. If the provision does not concern a material clause, then Client shall, with due observance of article 2.2, decide on a new provision which shall resemble the intent of the invalid provision as closely as possible.

February 2015

All changes reserved