

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF E-TRACTION EUROPE B.V.,
A PRIVATE LIMITED LIABILITY COMPANY HAVING ITS REGISTERED OFFICE IN APELDOORN¹****I. Applicability**

1. These general terms and conditions shall apply to and form an inextricable part of any and all offers, quotations, order confirmations and instances of acceptance by e-Traction Europe B.V., hereafter referred to as e-Traction, as well as all contracts with e-Traction, including contracts of sale, the performance of work and/or services with regard to sale and delivery by e-Traction. The other party shall hereinafter be referred to as 'the Client'.
2. Other conditions or stipulations shall only be valid if agreed upon in writing by the Client and e-Traction and shall apply only to the contract for which they are made; otherwise the present conditions shall remain in force.
3. Once the Client has concluded a contract with e-Traction on the basis of the present conditions or if he is or may reasonably be expected to be familiar with the same in another manner, these conditions shall therefore be applicable to any subsequent contract to be concluded with e-Traction, even if, upon conclusion of the relevant contract, these conditions are not expressly referred to or expressly declared applicable.
4. In so far as these general terms and conditions have also been drawn up in a language other than Dutch, the Dutch text shall prevail in the event of discrepancies.
5. e-Traction expressly rejects the applicability of any general terms and conditions or stipulations of the Client.

II. Offers, orders and confirmations

1. Offers and quotations by e-Traction shall be free of obligation, unless expressly stipulated otherwise in the offer or quotation.
2. Illustrations, drawings, descriptions, statements of dimensions and weights, prices or other indications provided by e-Traction in catalogues, circulars, prospectuses, price lists, offers, instruction manuals, etc., shall not be binding upon e-Traction.
3. Any contract shall not become effective until a director of e-Traction (who is authorized to represent e-Traction) or an agent specially authorized by e-Traction has confirmed the Client's order/assignment in writing, on the understanding that a written confirmation shall not be required if the order comprises loose components (not being entire assemblies) representing a total market value of less than EUR 1,250 exclusive of VAT. Additions and/or amendments to a contract shall likewise only be valid if and in so far as they have been confirmed by an authorized representative of e-Traction.
4. Any performance or preparations for any performance by the Client based on the assumption that a contract will be concluded or has been concluded shall be at the Client's own risk. In the event of differences between the Client's order/assignment and written confirmation thereof by e-Traction, the latter shall be binding upon the Client, unless the Client notifies e-Traction in writing within eight days of the date of confirmation that the confirmation does not tally with the Client's order/assignment and the Client proves that e-Traction could have been aware thereof.
5. e-Traction reserves the right to reject orders/assignments.
6. e-Traction shall not be obligated to fulfil its obligations under the contract or start making preparations for such fulfilment until it has received all the information required for the fulfilment of the contract from the Client.

¹ All towns and cities referred to in this document are located in the Netherlands, unless stated otherwise.

III. Cancellation of orders/assignments

1. In the event that the Client cancels an order/assignment before e-Traction started with the performance thereof, the Client will be liable for all the damages suffered by e-Traction as a result of said cancellation.
2. These damages consist of loss of profit and preparation costs, amongst which reserved production capacity, acquired materials and called in services and storage.
3. Significant alterations to a contract concluded with e-Traction, will constitute a cancellation of the contract as far as said alterations are requested before e-Traction started with the execution of the contract.
4. A request for significant alterations as mentioned above under paragraph 3 shall interpreted as a new order/assignment, which will result in a new contract after e-Traction's confirmation.

IV. Prices

1. All prices offered and agreed upon shall be exclusive of VAT and be ex works (supplier of e-Traction). The costs of transport, dispatch, postage, export and import duties, clearance charges, taxes, etc., shall be borne by the Client.
2. Prices determined prior to or upon conclusion of the contract may be raised by e-Traction if, after conclusion of the contract but prior to delivery or performance of the work or services, changes have occurred in factors determining the cost price, such as purchase prices, import or export duties, wages, taxes, levies, the exchange rate of the euro in relation to foreign currencies, provided that this occurs in conformity with the changed prices. The Client shall be entitled to dissolve the contract if any prices are increased within one month of conclusion of the contract. The dissolution must then be effected within one week of notification of the price increase. In the event that the Client dissolves the contract, e-Traction shall not be held liable for damages.
3. If no prices have been determined prior to or upon conclusion of the contract, the prices stated in e-Traction's price lists applicable on the day of delivery or the day of completion of the work or service shall be the prices to be charged by e-Traction and owed by the Client.

V. Security

1. If e-Traction has reason to question the Client's ability to pay, e-Traction shall be entitled to demand prepayment or demand that the Client provide sufficient or extra security for the period up to fulfilment of the payment obligation by the Client and to delay or halt deliveries or performance of the agreed work or services until the prepayment has been received or the (extra) security has been provided. The Client shall be liable for any damage sustained by e-Traction as a result of any such delays. Where the Client is obliged to provide security, art. 6:51 of the Dutch Civil Code will apply.
2. If the Client does not comply with e-Traction's request for prepayment or prior security provision within 14 days, e-Traction shall be authorized to dissolve the contract immediately without being liable for damages.

VI. Delivery/Completion

1. A term of delivery/completion agreed upon shall always be deemed to constitute a target date.
2. The delivery date shall be deemed to be the day of delivery or, as the case may be, dispatch of

- the goods as referred to in paragraph 4 or the day of notification as referred to in paragraph 5 of this article.
3. The work shall be deemed completed:
 - a. when e-Traction has notified the Client, either in writing or verbally, that the work is complete and the Client has approved the work;
 - b. when eight days have lapsed since e-Traction notified the Client in writing that the work is complete and the Client has failed to inspect the work within that period of time;
 - c. when the work is put into use.
 4. Minor defects that can be easily remedied shall not constitute a reason to withhold approval.
 5. When the work is not approved and can, therefore, not be completed, the Client shall be obligated to notify e-Traction thereof in writing, stating the reasons, within eight days after e-Traction has informed the Client that the work is complete.
 6. With regard to re-inspection following refusal to approve the work, the above provisions shall apply mutatis mutandis.
 7. If the parties agree that e-Traction will attend to the transport of the goods without specifying the address at which the same are to be delivered, e-Traction will deliver or dispatch the goods to the Client's address as entered in e-Traction's records. The goods shall be transported at the Client's expense and risk, even if the transport has been instructed by or on behalf of e-Traction. The goods shall not be insured during transport, unless the Client requests e-Traction in a timely manner to have the goods insured at the Client's expense. The Client is obligated to unload the goods as soon as possible upon arrival of the vehicle.
 8. If the parties have not agreed that e-Traction will effect or arrange for the delivery of the goods, the Client shall be obligated to (have a third party) collect the goods within two days of being notified by e-Traction that the goods are ready for collection on the e-Traction premises in Apeldoorn or a distribution center/factory designated by e-Traction.
 9. The Client shall be in default if he fails to receive/collect the goods at the times referred to in paragraph 7 or 8, e-Traction shall then be entitled to (have a third party) store the goods at the Client's expense and risk. The Client shall be obligated to compensate e-Traction for the storage costs at the rate customarily charged by e-Traction or, as the case may be, the rate charged to e-Traction. The Client shall not be authorized to refuse to pay for the goods in question on account of non-delivery.
 10. Without prejudice to e-Traction's right to compensation for all costs and damage, including the aforementioned storage costs, e-Traction shall be entitled to immediately dissolve the contract in whole or in part in the instances referred to in the first sentence of this paragraph.
 11. The Client is obligated to inspect the goods during or immediately after delivery to see whether they comply with the provisions of the contract, particularly in terms of soundness, integrity and completeness.
 12. If the Client does not file a written complaint about the quantity of goods delivered immediately – within 24 hours – after delivery, the quantities stated on the consignment notes, delivery notes or similar documents shall be deemed to have been accepted as correct. If the Client detects defects and/or shortcomings during the inspection and check referred to in paragraph 7, he shall be required to report them in writing to e-Traction within eight days of delivery. If the periods referred to in this paragraph are exceeded, the Client shall forfeit any claims against e-Traction in respect of such defects and/or shortcomings.
 13. If a term of delivery/completion agreed upon or, as the case may be, extended with due observance of paragraph 2 of Article XI is exceeded, the Client shall be entitled to give e-Traction written notice of default.
 14. e-Traction shall only be in default of delivery/completion if e-Traction fails to effect the

- delivery/completion within a reasonable term specified in the notice of default. This reasonable term shall at least comprise five weeks.
15. If e-Traction does not deliver the goods or does not complete the work or services to be performed in accordance with the provisions of paragraphs 7 and 8 of this article within the reasonable term, the Client shall be authorized to dissolve the contract for the parts that have not been fulfilled. If e-Traction has already fulfilled any part of the contract, the Client shall retain the portion of the goods already delivered or, as the case may be, receive/accept the portion of the work/services already performed and pay the price due therefor, unless the Client demonstrates that the portion of the goods already delivered or, as the case may be, work/services already performed cannot effectively be used or utilized (any longer) as a consequence of non-delivery of the remaining goods or, as the case may be, non-performance of the remaining work/services. If that is the case, the Client shall be authorized to dissolve the contract also in respect of the part already fulfilled, subject to the obligation to return the portion already delivered and/or performed to e-Traction at the Client's expense and risk or, as the case may be, compensate e-Traction for the value thereof.
 16. Any failure of e-Traction to comply with a term of delivery/completion shall not entitle the Client to claim damages.

VII. Transfer and reservation of title, risk and pledges

1. Barring the provisions of paragraphs 3 – 10 of this article, the title to the goods shall be transferred to the Client at the time of delivery referred to in paragraph 10 or paragraph 11 of Article VI.
2. Without prejudice to the provisions of paragraphs 7 and 9 of Article VI, the risk associated with the goods shall be borne by the Client as soon as the goods have left the e-Traction premises in Apeldoorn or the distribution center/factory designated by e-Traction.
3. e-Traction shall reserve the title to all the goods that it has delivered to the Client until the purchase price for these goods has been paid in full. If e-Traction performs work for the Client for valuable consideration as part of these contracts, the aforesaid reservation of title shall remain effective until the Client has also paid the price due for the said work. The reservation of title shall likewise apply to claims that e-Traction may obtain against the Client on account of failure of the Client to duly fulfil any of its obligations vis-à-vis e-Traction.
4. So long as the title to the delivered goods has not been transferred to the Client, the Client shall not be entitled to pledge or grant any right there on to a third party, barring the provisions set forth below in paragraph 8.
5. In respect of the delivered goods the title to which has been transferred to the Client following payment for the same and that are in the Client's possession, e-Traction shall now for then reserve the rights of pledge as referred to in Section 3:237 of the Dutch Civil Code as further security for claims, other than those referred to in Section 3:92, subsection 2, of the Dutch Civil Code that e-Traction may have against the Client for any reason whatsoever. e-Traction shall at any time be entitled and is hereby irrevocably authorized by the Client to perform the acts required to create this reserved right of pledge (which shall expressly include the creation of pledge under an authentic or registered private instrument) and to act on behalf of the Client in the process. The Client undertakes to lend immediate assistance to this pledging on request.
6. The Client shall be obligated to store the goods delivered subject to reservation of title with the necessary care and as recognizable property of e-Traction. The Client shall be obligated to insure the goods against fire, explosion and water damage, as well as against theft, for the

- duration of the reservation of title, and to submit the insurance policies for inspection at e-Traction's request. The Client shall pledge to e-Traction, in the manner provided in Section 3:239 of the Dutch Civil Code, all claims that the Client has against the insurers of the goods by virtue of the above insurance policies as soon as e-Traction expresses a wish to that effect, which pledge shall serve as further security for e-Traction's claims against the Client.
7. If the Client fails to fulfil its payment obligations vis-à-vis e-Traction or if e-Traction has reason to believe that the Client will fail to fulfil his obligations, e-Traction shall be entitled to repossess the goods delivered subject to reservation of title, on its own authority and without being liable to the Client in any way. Following repossession, the Client's account shall be credited with the market price, which shall under no circumstances be higher than the original purchase price, less the costs associated with the repossession.
 8. The Client shall be permitted to sell and transfer to third parties the goods delivered subject to reservation of title as part of his normal business operations. When selling on credit, the Client shall be obligated to stipulate a reservation of title vis-à-vis his clients pursuant to the provisions of this article.
 9. The Client undertakes not to assign or pledge to third parties any claims that he obtains against his clients without prior written permission from e-Traction. The Client further undertakes to pledge the said claims to e-Traction in the manner provided in Section 3:239 of the Dutch Civil Code as soon as e-Traction expresses a wish to that effect, which pledge shall serve as further security for the claims that e-Traction may have against the Client for any reason whatsoever.
 10. In so far as the reservation of title to the delivered goods by e-Traction is lost due to accession or specification, the Client shall create a non-possessory pledge to the item subject to accession or specification for e-Traction in advance, as security for any amounts that the Client owes or will owe e-Traction for any reason whatsoever. The last two sentences of paragraph 5 shall be applicable.
 11. All goods, documents, negotiable instruments and funds that e-Traction, or a third party on its behalf, has or will have in its possession for the Client for any purpose whatsoever, as well as all claims that the Client has or will have against e-Traction shall serve as a pledge for e-Traction for any and all claims that it has or will have against the Client for any reason whatsoever.
 12. This right of pledge shall be deemed to have been established whenever such goods, documents, negotiable instruments and funds come into the possession of e-Traction or a third party on its behalf or at the time at which such claims arise.

VIII. Quality and complaints

1. e-Traction shall not guarantee that goods sold and/or work and/or services performed by e-Traction are suitable for the purpose for which the Client intends to use the same, even if the Client has informed e-Traction of the said purpose, unless the parties have expressly agreed otherwise.
2. The Client shall forfeit its right to claim that the goods delivered and/or work and/or services performed do not comply with the provisions of the contract, if he fails to notify e-Traction thereof in writing within eight days after he has or reasonably could or should have discovered this, in any event as soon as six months have lapsed since delivery of the goods and/or completion of the work and/or services.
3. A complaint regarding goods delivered and/or work or services performed shall not affect the Client's obligations pursuant to deliveries or performance previously effected or yet to be effected, and shall not entitle the Client to postpone settlement of e-Traction's claim.

IX. Guarantee

1. The goods sold and delivered by e-Traction with which a guarantee certificate is or should be issued shall be exclusively governed by the terms of guarantee stated in the said guarantee certificate.
2. All other goods sold and delivered by e-Traction shall be governed by the terms of guarantee set forth below:
 - a. e-Traction shall guarantee new goods delivered for a maximum period of six months following delivery/completion.
 - b. Product guarantees relating to goods purchased by e-Traction from third parties will only be issued if and as far as the relevant producer of said goods issues a guarantee for those goods.
 - c. The guarantee shall be limited to cost-free repair, replacement or refund of the purchase price, to be decided at e-Traction's discretion, of the defective item or the defective component, in so far as the defect is attributable to faulty materials or faulty construction.
 - d. The right to any guarantee shall lapse if the Client or a third party has not mounted or built in the item delivered by e-Traction in accordance with the manual or instructions of e-Traction or has otherwise done so incorrectly or injudiciously or – in case release of the item delivered by e-Traction is required – if the Client or a third party is unable to produce the release document in question.
 - e. The right to guarantee shall lapse if:
 1. the Client does not immediately – at least not within eight days of filing a complaint with e-Traction – give e-Traction the opportunity to check and repair the defect
 2. the Client does not comply with e-Traction's request to send the defective item or defective component to e-Traction postage paid
 3. the Client or third parties have performed work on the item delivered or processed by e-Traction in respect of which the guarantee is claimed
 4. the defect is the result of injudicious use, inadequate maintenance, wear or damage
 5. the item is or was not used for the purpose for which it was designed
 6. the defect is the result of:
 - application of any government regulations regarding the nature or quality of the materials used
 - materials and/or items used in consultation with the Client
 - use of materials, items, working methods and constructions instructed by the Client, as well as use of materials and items supplied by the Client

X. Force majeure

1. Force majeure on the part of e-Traction shall be understood to mean all circumstances that prevent e-Traction from fulfilling its obligations under the contract or making preparations therefor as a consequence of war, threat of war, civil war, riots, war risk, fire, water damage, flooding, epidemics, strikes, sit-down strikes, lockouts, attachment, import and export restrictions, government measures, defects to plant, disruptions in the supply of energy,

Document Name	General Terms and Conditions of Sale and Delivery	Date:	18-8-2016
---------------	---	-------	-----------

- shortage of materials, base and auxiliary materials, defects to means of transport and transport restrictions, all both in the business of e-Traction and in that of its suppliers and those charged with storage or transport, as well as any other causes not attributable to or arising beyond the control of e-Traction.
2. A term of delivery/completion agreed upon for the performance of work or services shall be extended by the period during which e-Traction is prevented from fulfilling its obligations due to force majeure.
 3. If the delivery or performance of work or services is delayed for more than twelve months due to force majeure, both the Client and e-Traction shall be entitled to dissolve the contract – in respect of the part not fulfilled – subject to the provisions of paragraph 4.
 4. If a situation of force majeure sets in while the contract has already been fulfilled in part, the Client shall retain the portion of the goods already delivered or, as the case may be, receive/accept the portion of the work/services already performed and pay the price due therefor, unless the Client demonstrates that the portion of the goods already delivered or, as the case may be, work/services already performed cannot effectively be used or utilized (any longer) as a consequence of non-delivery of the remaining goods or, as the case may be, non-performance of the remaining work/services. If that is the case and the remaining delivery or, as the case may be, performance of the remaining work/services is delayed for more than twelve months due to force majeure, the Client shall be authorized to dissolve the contract also in respect of the part already fulfilled, subject to the obligation to return the portion already delivered or, as the case may be, performed to e-Traction at the Client's expense and risk or, as the case may be, compensate e-Traction for the value thereof.

XI. Industrial and intellectual property rights

1. e-Traction shall reserve the industrial and intellectual property rights in respect of the illustrations, drawings, calculations, technical specifications, models, designs, drafts, diagrams, etc., it has provided. These may not be passed on or provided for inspection to third parties or be multiplied, in any form whatsoever, without e-Traction's written permission, and shall be returned to e-Traction forthwith at the latter's request.
2. In the event of infringement of the provisions of paragraph 1, the Client shall forfeit a penalty of EUR 150,000 without any reminder or notice of default being required, without prejudice to e-Traction's right to claim full damages plus interest and costs. The amount of penalty paid or owed shall be set off against any damages plus interest and costs owed.
3. e-Traction shall not be liable for any damage caused by infringement of patents, licenses and/or any other third-party intellectual property rights resulting from use of data, such as drawings, models, designs, etc., provided by or on behalf of the Client. The Client shall indemnify e-Traction upon first request in respect of any and all claims from third parties regarding (amongst others) claims for alleged infringement of the third parties' rights by e-Traction.
4. Unless expressly agreed otherwise in writing, e-Traction remains entitled to the copy right and any other intellectual property right (including the right to establishment and/or registration thereof) which may arise out of and/or in relation to the technique, designs, know how, texts, composition, design drawings, models, work and detail drawings, information carriers, photographic material, lithographic material, films and similar means of production resources and operating assets used by e-Traction in the performance of any contract, also when the activities are mentioned separately in the order, assignment or invoice.
5. After delivery, the Client acquires the non-exclusive and non-transferable right of use with

regard to the materials created in the performance of the contract as mentioned in the (1912) Copyright Act, or of the materials as mentioned above in paragraph 4.

6. The Client's right of use is limited to the normal use of the materials provided by e-Traction as mentioned in paragraph 5 and certainly does not entail the reproduction of the materials in any production process,
7. Reproduction and alternating of the materials provided by e-Traction as mentioned in paragraph 5 is not permitted without e-Traction's prior written consent.

XII. Data rights

1. e-Traction retains all rights to data, any copies of data and modified data generated by or through e-Traction's goods, devices, works or services. The Client can obtain rights to access certain parts of this data, which usage rights will be subject to a separate written agreement between e-Traction and the Client.
2. The Client expressly agrees that the use of data is at the Client's own risk. Accordingly, e-Traction will not in any way be liable to Client or any other entity for any inaccuracies, errors, omissions, delays, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of data contained in e-Traction's goods, devices, works or services.

XIII. Property of production resources

1. All materials created by e-Traction in the execution of a contract such as production resources, semi-finished products and auxiliary materials, remain e-Traction's property, also when the costs thereof are invoiced to the Client.
2. e-Traction will hold the Client's goods, which are entrusted to e-Traction in the context of the contract, with due care and diligence. The Client will bare all the risks relating to these goods whilst these goods remain in e-Traction's custody.

XIV. Assembly, disassembly, installation, configuration, instruction, service and repair

1. All assembly, disassembly, installation, configuration, instruction, service and repair work carried about by e-Traction – hereafter also referred to as 'the work' – shall be at the Client's expense and risk, unless expressly agreed otherwise in writing. e-Traction shall only be obligated to provide or arrange free instruction and/or free service, if this is expressly agreed in writing. If free instruction and/or service cannot be provided (without interruption) on the agreed day(s) and/or at the agreed time(s) due to circumstances beyond e-Traction's control, the Client's right to free instruction/service shall lapse and e-Traction shall be entitled to charge the Client the normal rates for the instruction/service subsequently provided.
2. The Client shall ensure that e-Traction is able to perform the agreed work. To this end, the Client will help the person(s) performing the work on behalf of e-Traction free of charge, for instance by providing or arranging, free of charge, auxiliary workers, fuel, lubricants, electrical power, water, gas, etc., as well as by providing or arranging, free of charge, scaffolding, hoisting, lifting and transport equipment, ladders, fittings and similar material. In addition, the Client shall ensure that the person(s) performing the work on behalf of e-Traction always have access to the area where the work is to be performed and that this area is (partially) cleared on time if e-Traction should deem this necessary. The Client shall be liable for the risk associated with goods encountered in or near the area where the work is to be performed that hinder or impede e-Traction's ability to perform the work.

3. The work referred to in paragraph 1 shall in any event not include additional activities such as electrical fitting, plumbing, earthwork, masonry, carpentry and painting, nor any (other) construction work.
4. The Client shall guarantee e-Traction timely, correct and complete performance of the work referred to in paragraph 3, even if that work is performed by third parties.

XV. Invoicing and payment

1. e-Traction shall be entitled to invoice the Client for all deliveries or partial deliveries and/or the performance or partial performance of the work/services agreed upon.
2. The Client shall be obligated to settle the price charged within 14 days of the invoice date, without any deduction, discount or setoff.
3. The price charged shall, however, be immediately exigible without any demand or notice of default being required if: the Client is declared bankrupt or applies for a provisional moratorium; a request from the Client (a natural person) to declare a debt rescheduling arrangement applicable is granted by a court of law; the Client loses the control of his property or parts thereof as a result of attachment, a tutelage order or otherwise; or if the Client fails to fulfil any of its obligations, regardless of whether they arise from the present contract or any other contract or the law.
4. If and as soon as any term of payment lapses, the Client shall be in default without any demand or notice of default being required.
5. If a term of payment is exceeded, the Client shall owe interest for overdue payment at 1% per month from the day of default, while a portion of a month shall be counted as a full month. After each year, the amount on which interest is calculated shall be increased by the interest due in respect of the year in question.
6. If the Client fails to fulfil its payment obligations on time, he shall furthermore owe extrajudicial collection charges. These charges shall total at least 15% of the portion of the principal still due, to a minimum of EUR 200. e-Traction shall only be obligated to substantiate the costs incurred if and in so far as they exceed the percentage referred to in the previous sentence.

XVI. Liability and indemnification

1. Barring e-Traction's obligation under the guarantee referred to in Article IX, e-Traction shall not be liable for any direct or indirect, material or immaterial damage sustained by the Client or a third party on account of or as a result of negotiations conducted with e-Traction, a contract concluded with e-Traction, an omission on the part of e-Traction, an invocation of force majeure by e-Traction or an item delivered, repaired or, as the case may be, processed or a service performed by e-Traction, unless:
 - a) e-Traction has taken out non-life insurance in respect thereof and the insurance company grants the claim; in that event, e-Traction's entire liability shall always be limited to the amount paid out under the insurance in the case in question
 - b) the Client or the third party in question demonstrates that the damage is attributable to gross negligence or deliberate recklessness on the part of one or more directors of e-Traction
 - c) e-Traction is liable pursuant to the provisions set forth in Chapter 3 of Title 3 of Book 6 of the Dutch Civil Code (product liability)
2. In all instances in which e-Traction is entitled to invoke the provisions of this article, any

employees against whom an action is brought may likewise invoke the said provisions, as though the provisions of this article were stipulated by the employee(s) involved.

3. The Client shall fully indemnify e-Traction at the latter's request against any third-party claims filed against e-Traction in respect of any fact for which liability is disclaimed in these conditions.

XVII. Dissolution

1. Without prejudice to the provisions of paragraph 2 of Article V, paragraph 9 of Article VI, and paragraph 3 of Article X, e-Traction shall be entitled to immediately dissolve the contract in whole or in part – without being held liable for damages vis-à-vis the Client and without e-Traction's right to claim damages from the Client – if: the Client is declared bankrupt or applies for a provisional moratorium; a request from the Client (a natural person) to declare a debt rescheduling arrangement applicable is granted by a court of law; the Client loses the control of his property or parts thereof as a result of attachment, a tutelage order or otherwise; or if the Client fails to fulfil any of its obligations, regardless of whether they arise from the present contract or any other contract or the law.
2. In the events referred to in paragraph 1, any amounts that the Client owes e-Traction, including any damages, shall be immediately and fully exigible.

XVIII. Joint and several liability

If the Client consists of more than one (legal) person at any stage of the fulfilment of the contract, each of these (legal) persons shall be jointly and severally liable to e-Traction for the obligations under the contract.

XIX. Transfer of rights/obligations

The Client shall be permitted to transfer any rights or obligations under the contract to a third party or have a third party accept the same solely with prior written permission from e-Traction. The Client shall not be permitted to pledge to a third party any claims he may have against e-Traction for any reason whatsoever, unless e-Traction has given written permission therefor, which e-Traction may do on certain conditions.

XX. Confidentiality

The Client shall not in any way disclose this contract to third parties, nor any information that he knows or may reasonably assume to be confidential of which he takes cognizance in connection with the conclusion or fulfilment of this contract. The previous sentence shall not apply if and in so far as disclosure is required for the fulfilment of the contract or the Client is under any such obligation pursuant to any statutory regulation.

XXI. Provisions that shall remain effective

Following termination for any reason whatsoever, those provisions whose nature dictates that they should remain effective shall remain effective. If any provisions should prove invalid for any reason whatsoever, the remaining provisions shall remain fully effective.

XXII. Applicable law and competent court

1. Any and all legal relations between e-Traction and the Client shall be governed by Dutch law. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.
2. Any and all disputes, none excepted, arising from any relations between the parties that are governed by these conditions shall, in so far as they are beyond the jurisdiction of the Subdistrict Court, be brought before the District Court of Zutphen, the Netherlands.