

**General Terms of Delivery Menuez International B.V. for Business Customers**  
**filed with the Chamber of Commerce in Utrecht under number:**

**1. Definitions**

- 1.1 **Account:** the account that the Customer can create via the MENU EZ INTERNATIONAL BV website and that the Customer can use to place orders.
- 1.2 **Content:** the information files, including but not limited to logos, brands, fonts and other files that the Customer uploads to his Account to compose and order (Electronic) Products.
- 1.3 **Electronic Product:** a work in whatever form that is produced and delivered in electronic form by MENU EZ INTERNATIONAL BV on the basis of an order from the Customer in execution of the Agreement. 1.4 MENU EZ INTERNATIONAL BV on the basis of an order in electronic form
- Product made available to the Customer.
- 1.5 **Customer:** the person who enters into an Agreement with MENU EZ INTERNATIONAL BV.
- 1.6 **Terms of Delivery:** these general terms and conditions of MENU EZ INTERNATIONAL BV.
- 1.7 **Online provision:** providing access to Electronic Products via an electronic communications network.
- 1.8 **Agreement(s):** all (written) agreements between MENU EZ INTERNATIONAL BV and the Customer whereby the customer, with or without using his Account with MENU EZ INTERNATIONAL BV, places orders for Content and/or Products and where MENU EZ INTERNATIONAL BV delivers the Content and/or Products.
- 1.9 **Product(s):** a work in any form whatsoever that is produced and delivered in physical form by MENU EZ INTERNATIONAL BV on the basis of an order from the Customer in execution of the Agreement.
- 1.10 **System:** the computer system at MENU EZ INTERNATIONAL BV with which the customer can place an order via his Account, notification by post or electronically.
- 1.11 **MENU EZ INTERNATIONAL BV:** Menuez International BV
- 1.12 **Shipment:** the sending of Content and/or Products to the Customer in physical form or via an electronic communications network.

**2. Applicability of Terms of Delivery**

- 2.1 All Agreements between MENU EZ INTERNATIONAL BV and its Customers are subject to These Terms of Delivery apply, unless expressly deviated from in writing.
- 2.2 MENU EZ INTERNATIONAL BV expressly excludes the applicability of additional or other (general) terms and conditions.
- 2.3 If these Terms of Delivery conflict with (general) terms and conditions of the Customer that have been declared applicable to an Agreement by MENU EZ INTERNATIONAL BV and/or the Customer, the provisions of these Terms of Delivery shall prevail.

**3. Account**

- 3.1 The Customer can create an Account via the MENU EZ INTERNATIONAL BV website create.
- 3.2 The Customer can upload Content to his Account. This Content can be used by the Customer for the composition of (Electronic) Products. The Customer is obliged to provide all necessary user rights for the use of the Content by MENU EZ INTERNATIONAL BV (in the context of the execution of the Agreement) and the Customer.

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3.3 The Customer can place orders for (Electronic) Products via his Account.

3.4 The Account may only be used for its intended use, namely compiling (Electronic) Products and placing orders with MENU EZ INTERNATIONAL BV.

3.5 Prior to using the Account, the Customer will receive from MENU EZ INTERNATIONAL BV:

- a. the necessary documentation of the Account and the System;
- b. usernames and passwords that allow the Customer's users to access the Account, the electronic ordering process that allows the Customer to place orders.

3.6 The login details and the use of the Account are strictly personal. The Customer is not permitted to make login details as referred to in paragraph 3 of this article available to third parties, or to allow third parties to use his Account.

3.7 MENU EZ INTERNATIONAL BV is not liable for any damage or costs resulting from misuse of the login details, unauthorized access to and use of the Account, including but not limited to unauthorized uploading of Content and unauthorized placing of orders via the Account.

3.8 MENU EZ INTERNATIONAL BV has the right at all times to (temporarily) block access to the Account for the Customer for any reason whatsoever.

3.9 If unauthorized use of an Account is discovered, MENU EZ INTERNATIONAL BV and the Customer will inform each other as soon as possible.

3.10 The Customer acknowledges and accepts that the (temporary) closure or blocking of the Account means that the Customer can no longer place online orders.

3.11 If unauthorized use of the Account is attributable to the Customer, the Customer will compensate MENU EZ INTERNATIONAL BV for the following:

- a. all technical and administrative costs that MENU EZ INTERNATIONAL BV has had to incur and will have to incur in this regard; all costs resulting from the unauthorized use of the Account.
- b.

#### **4. Products and Electronic Products**

4.1 All specifications by MENU EZ INTERNATIONAL BV of data size, access software to be used for (Electronic) Products, or numbers, sizes, weights, colours and/or other indications of (Electronic) Products have been made with care. MENU EZ INTERNATIONAL BV does not guarantee that no deviations can occur.

#### **5. The offer**

5.1 Unless expressly stated otherwise in writing, all offers made by MENU EZ INTERNATIONAL BV are without obligation and are valid for thirty days. MENU EZ INTERNATIONAL BV has the right to revoke the offer within two working days after notification of the acceptance by the Customer.

5.2 The offer will state whether it is made subject to conditions.

5.3 The offer contains a complete and accurate description of the (Electronic) Products offered by MENU EZ INTERNATIONAL BV. The description is sufficiently detailed to enable the Customer to properly assess the offer. Obvious mistakes or errors in the offer do not bind MENU EZ INTERNATIONAL BV.

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**6. The Agreement**

- 6.1 The Customer can place an order in writing (also by e-mail), by telephone or via his Account.  
place at MENUETZ INTERNATIONAL BV.
- 6.2 The Agreement with a Customer will only be concluded after MENUETZ INTERNATIONAL BV has confirmed the Agreement with the Customer in writing or by e-mail.
- 6.3 If MENUETZ INTERNATIONAL BV has undertaken to deliver a series of (Electronic) Products, the provision in paragraph 2 of this article only applies to the first delivery.
- 6.4 By placing an order or request, the Customer accepts these Terms and Conditions of Delivery.  
agreed and applicable to the Agreements.
- 6.5 The content of the order or request of the Customer as received by MENUETZ INTERNATIONAL BV applies between MENUETZ INTERNATIONAL BV and a Customer.  
has been received. Input errors and other errors made by the Customer when ordering or requesting are at the expense and risk of the Customer.
- 6.6 The copy of an Agreement that has been concluded electronically, archived by MENUETZ INTERNATIONAL BV, is not accessible to the Customer.
- 6.7 The data provided by the Customer when placing an order or request will be collected and included in the customer database of MENUETZ INTERNATIONAL BV, and processed in accordance with the privacy statement of MENUETZ INTERNATIONAL BV.

**7. The price**

- 7.1 The Customer shall pay the price stated in the Agreement for the (Electronic) Products.
- 7.2 The prices are exclusive of VAT, other government levies, import and export duties and customs clearance costs, unless MENUETZ INTERNATIONAL BV and the Customer agree otherwise in writing.
- 7.3 MENUETZ INTERNATIONAL BV has the right to use the information on its website(s) and in advertising,  
or otherwise stated prices without prior notice.
- 7.4 To the extent possible, MENUETZ INTERNATIONAL BV will inform the Customer of the price change in advance.
- 7.5 If the Customer cannot agree to a price increase by MENUETZ INTERNATIONAL BV, the Customer has the right to terminate the Agreement with MENUETZ INTERNATIONAL BV in writing for the order concerned to which the price increase applies. MENUETZ INTERNATIONAL BV is not liable for any damage resulting from this termination. If the Customer has not terminated the Agreement within five working days after notification by MENUETZ INTERNATIONAL BV of the price increase, the Customer is deemed to have agreed to the price and/or rate increase.

**8. Payment**

- 8.1 Payment will be made on the basis of a payment method sent by MENUETZ INTERNATIONAL BV  
invoices.
- 8.2 The Customer shall pay the amounts owed by it within fourteen (14) days after the invoice date to the bank account specified by MENUETZ INTERNATIONAL BV.
- 8.3 MENUETZ INTERNATIONAL BV has the right to request advance payment, cash payment or security for payment from the Customer at any time. If advance payment, cash payment or security has been agreed, the Customer cannot assert any rights regarding the execution of the order in question before the agreed (advance) payment has been received by MENUETZ INTERNATIONAL BV or security has been provided by the Customer.

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- 8.4 All payments made by the Customer shall first serve to settle all interest and costs due. Only then shall the payments be used to settle to pay the oldest outstanding and due invoices. This also applies if the Customer states that the payment relates to a later invoice.
- 8.5 The Customer is at no time entitled to offset its payment obligation towards MENU EZ INTERNATIONAL BV against a claim of the Customer against MENU EZ INTERNATIONAL BV, for whatever reason.
- 8.6 The Customer is not entitled at any time to suspend his payment obligation towards MENU EZ INTERNATIONAL BV, for any reason whatsoever.
- 8.7 All payment terms set by MENU EZ INTERNATIONAL BV are fatal terms. In the event of late payment, the Customer will be in default without notice of default.
- 8.8 MENU EZ INTERNATIONAL BV is entitled to charge the invoice amount from the due date. to charge statutory commercial interest.
- 8.9 If the Customer does not pay, or does not pay on time, the Customer shall also owe MENU EZ INTERNATIONAL BV extrajudicial costs. These will be calculated on the basis of Recommendation II of the Voorwerk II Report. MENU EZ INTERNATIONAL BV reserves the right to charge the Customer for the actual costs incurred, including any legal costs and legal fees, if these exceed the amount calculated on the basis of Recommendation II of the Voorwerk II Report.
- 8.10 If the Customer fails to fulfil an obligation incumbent on him, fails to fulfil it in a timely manner and/ or fails to fulfil it properly, MENU EZ INTERNATIONAL BV is entitled to terminate the Agreement. to dissolve the Agreement extrajudicially and to cease further deliveries. The foregoing shall not affect the right of MENU EZ INTERNATIONAL BV to claim performance or compensation for damages suffered by the Customer as a result of the dissolution of the Agreement.

**9. Retention of title 9.1 The**

ownership of the (Electronic) Products to be delivered will not be transferred until the Customer has paid everything that he owes to MENU EZ INTERNATIONAL BV under the Agreement, including any interest and collection costs due.

9.2 The ownership of the Electronic Product delivered concerns solely the data file itself that is supplied to the Customer.

**10. Delivery, execution and transfer of risk 10.1**

MENU EZ INTERNATIONAL BV will exercise the greatest possible care when receiving and executing orders for (Electronic) Products.

10.2 The place of delivery of physical Products is the address that the Customer has made known to MENU EZ INTERNATIONAL BV, unless Menuez International BV and the Customer agree otherwise in writing.

10.3 The method of transport of physical Products is determined by Menuez International BV certain.

10.4 MENU EZ INTERNATIONAL BV determines the file format in which and, if applicable, the type of data carrier on which Electronic Products are delivered. If delivery is electronic or digital, MENU EZ INTERNATIONAL BV determines the manner in which the Electronic Products are delivered.

10.5 Data files that form part of a delivery do not contain source code and are therefore not source files. The Customer is not entitled to delivery of a source file, unless the Customer and MENU EZ INTERNATIONAL BV have agreed otherwise in writing.

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agreed. The intellectual property rights to source files remain at all times with MENUETZ INTERNATIONAL BV and/or its suppliers.

10.6 The delivery times used by MENUETZ INTERNATIONAL BV are target times and not fatal terms.

10.7 MENUETZ INTERNATIONAL BV is entitled to suspend the fulfillment of its obligations towards the Customer, as long as the Customer has not fulfilled all of its (payment) obligations under any agreement with MENUETZ INTERNATIONAL BV.

existing legal relationship has been satisfied.

10.8 If delivery of an (Electronic) Product proves impossible, MENUETZ INTERNATIONAL BV will make every effort to provide a replacement (Electronic) Product. MENUETZ INTERNATIONAL BV will inform the Customer of this in advance.

10.9 The risk of damage and/or loss and/or mutilation of a physical Product rests with MENUETZ INTERNATIONAL BV until the moment of delivery to the Other Party, unless expressly agreed otherwise.

10.10 If the Customer downloads an Electronic Product from MENUETZ INTERNATIONAL BV online, the risk is transferred at the moment the Customer starts downloading the data file containing the Electronic Product.

**11. Force Majeure 11.1**

Force majeure means any shortcoming that cannot be attributed to MENUETZ INTERNATIONAL BV, because it is not its fault and cannot be attributed to it under the law, legal act or generally accepted views.

11.2 MENUETZ INTERNATIONAL BV has the right to suspend the performance of the Agreement for the duration of the force majeure in the event of force majeure.

MENUEZ INTERNATIONAL BV will inform the Customer of this by e-mail and indicate a new delivery term.

11.3 If the force majeure situation lasts longer than three months, MENUETZ INTERNATIONAL BV and/or the Customer both have the right to terminate the Agreement for the order in question. MENUETZ INTERNATIONAL BV is not liable for any damage resulting from this termination.

**12. Complaints procedure and returns**

12.1 MENUETZ INTERNATIONAL BV has a complaints procedure and handles the complaint in accordance with this complaints procedure.

12.2 The Customer is obliged to check the delivered goods for defects immediately upon delivery.

12.3 Complaints about the performance of the Agreement, or defects in the delivered goods, must be submitted to MENUETZ INTERNATIONAL BV in full and in detail within 10 working days after the Customer has received the (Electronic) Product.

12.4 Complaints submitted to MENUETZ INTERNATIONAL BV will be answered within a period of five working days, calculated from the date of receipt of the complaint.

If a complaint requires a foreseeably longer processing time, MENUETZ INTERNATIONAL BV will respond within five working days with a confirmation of receipt and an indication of when the Customer can expect a more detailed response.

12.5 A complaint can be submitted on the website via the contact form, e-mail ([info@menuez.nl](mailto:info@menuez.nl)), or by telephone.

12.6 Returns of physical Products will only be accepted if the physical Products are undamaged and returned in the original packaging without delay and the provisions of paragraph 3 of this article have been met.

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12.7 Supplied data carriers with Electronic Products can only be returned if the packaging is unopened and undamaged.

12.8 The following cannot be returned:

- (Electronic) Products that have been created in accordance with the Customer's specifications, such as (Electronic) Products that are clearly personal in nature and (Electronic) Products that cannot be returned due to their nature;
- Electronic Products downloaded online by the Customer.

**13. Liability and indemnity**

13.1 Despite the utmost care that MENUETZ INTERNATIONAL BV exercises with regard to the content of the delivered products, MENUETZ INTERNATIONAL BV cannot guarantee the absence of errors or omissions in (Electronic) Products.

MENUETZ INTERNATIONAL BV, its staff and third parties engaged by it are in no way liable for such errors or omissions.

MENUETZ INTERNATIONAL BV only accepts legal obligations to pay damages to the extent that this appears from this article 13.

13.2 The total liability of MENUETZ INTERNATIONAL BV due to attributable failure to comply with the Agreement for the delivery of an (Electronic) Product or service is limited to compensation for direct damage up to a maximum of the amount equal to the price agreed for the Agreement (excl. taxes). If the Agreement is (mainly) a long-term agreement with a term of more than one year, the aforementioned amount is set at the total of the compensations (excl. VAT) agreed for one year. In no case, however, will the total compensation for direct damage per year exceed € 10,000.00 (ten thousand euros).

13.3 Direct damage is understood to mean exclusively:

- a. reasonable costs incurred by the Customer to ensure that MENUETZ INTERNATIONAL BV's performance complies with the Agreement;
- b. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article;
- c. reasonable costs incurred to prevent or limit damage, to the extent that the Customer demonstrates that these costs have led to a limitation of direct damage within the meaning of this article.

13.4 Without prejudice to the provisions of Article 13.2, MENUETZ INTERNATIONAL BV

only liable for damage if the Customer has reported the damage in writing, specified and with reasons, within 10 days after the damage occurred.

The provisions of this section 4 shall only apply between MENUETZ INTERNATIONAL BV and the Customer if and to the extent that an appeal by the Customer to the arrangement referred to in section 3 of this article is not honored in court.

13.5 If it has been definitively established in court that the offering or use of the delivered goods is in conflict with the intellectual property rights of a third party and the infringement in question is attributable to MENUETZ INTERNATIONAL BV, MENUETZ INTERNATIONAL BV is exclusively obliged, at its discretion, to:

MENUETZ INTERNATIONAL BV to:

- a. to deliver a modified version of the (Electronic) Product that does not infringe makes; or
- b. to refund the fees received for the Customer's (Electronic) Product, if and to the extent applicable, after returning the physical Product, or deleting the database of the Electronic Product by the Customer, and ceasing to use it.

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MENUEZ INTERNATIONAL BV is not liable for any damages in this regard.  
obliged.

13.6 The total liability of MENUEZ INTERNATIONAL BV for damage resulting from death or bodily injury or for material damage to goods shall in no event exceed the amount paid out under MENUEZ INTERNATIONAL BV's insurance, but in no event more than € 1,250,000.00 (one million two hundred and fifty thousand euros) per event.

13.7 MENUEZ INTERNATIONAL BV shall not be liable for indirect damage, unless MENUEZ INTERNATIONAL BV or third parties engaged by it have acted intentionally or consciously recklessly. Indirect damage includes, but is not limited to: consequential damage, lost turnover, lost profit, missed savings, business stagnation and any other damage than that referred to in paragraphs 3 and 5 of this article.

13.8 MENUEZ INTERNATIONAL BV is furthermore not liable for any damage suffered by the Customer or any third party as a result of incorrect and/or unskilled use of the delivered goods by the Customer or any third party.

13.9 The Customer may only invoke the consequences of an attributable shortcoming in the performance of the Agreement by MENUEZ INTERNATIONAL BV after the Customer has properly given written notice of default to MENUEZ INTERNATIONAL BV and MENUEZ INTERNATIONAL BV continues to fail to perform even after the reasonable term set has expired. The notice of default must contain a description of the shortcoming that is as detailed as possible.

13.10 A series of related damaging events applies to the application of this Article 13 as a single event.

13.11 The Customer indemnifies MENUEZ INTERNATIONAL BV against all claims from third parties in respect of all Content that the Customer has uploaded to his Account and that is, or can be used for (Electronic) Products.

13.12 The Customer shall indemnify MENUEZ INTERNATIONAL BV against all claims from third parties in respect of all work delivered and/or performed by MENUEZ INTERNATIONAL BV, unless it is legally established that these claims are a direct result of intent or deliberate recklessness on the part of MENUEZ INTERNATIONAL BV and the Customer furthermore demonstrates that it is not at fault in this regard.

#### **14. Intellectual property rights**

14.1 All intellectual property rights, including but not limited to copyrights, trademark rights and design rights, as well as similar rights, including neighbouring rights, database rights and rights to protect know-how and confidential business information, in respect of all that delivered or made available by MENUEZ INTERNATIONAL BV to the Customer are reserved by MENUEZ INTERNATIONAL BV.  
exclusively to MENUEZ INTERNATIONAL BV or its licensors.

14.2 The Customer acknowledges the intellectual property rights of MENUEZ INTERNATIONAL BV and its licensors.

14.3 Without prior written permission from MENUEZ INTERNATIONAL BV, it is not permitted to reproduce, modify and/or publish any content, (Electronic) Products made available by MENUEZ INTERNATIONAL BV on its website(s) or in any other way, in whole or in part. Content and (Electronic) Products may only be used for their intended use, which may or may not be laid down in a right of use.

14.4 Agreements and/or (legal) acts between MENUEZ INTERNATIONAL BV and the Customer do not constitute a full or partial transfer of rights as intended

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in paragraph 1 of this article, unless MENU EZ INTERNATIONAL BV has expressly agreed this with the Customer.

14.5 The Customer is obliged to immediately report in writing to MENU EZ INTERNATIONAL BV any (alleged) infringements by third parties of the rights of MENU EZ INTERNATIONAL BV referred to in paragraph 1 of this article. The Customer is not entitled to take action in or out of court against an alleged infringement by a third party. If MENU EZ INTERNATIONAL BV decides to take action against such an infringement, the Customer will provide all requested cooperation at the request and expense of MENU EZ INTERNATIONAL BV.

14.6 The Customer is not permitted to use any indications of MENU EZ INTERNATIONAL BV and third parties, including but not limited to brands and trade names, that are affixed to anything that MENU EZ INTERNATIONAL BV has supplied or made available to change or remove.

**15. Protection of personal data 15.1**

MENU EZ INTERNATIONAL BV respects the privacy of Customers and ensures that the personal information provided is treated confidentially.

15.2 MENU EZ INTERNATIONAL BV uses data in the manner shown in her privacy policy.

15.3 MENU EZ INTERNATIONAL BV may impose guidelines on the Customer in connection with the applicable legislation regarding the protection of personal data, if the delivered goods also include the provision of personal data. The Customer shall always strictly comply with these guidelines.

15.4 If the Customer provides MENU EZ INTERNATIONAL BV with personal data, the Customer is obliged to inform the data subjects whose personal data are provided to MENU EZ INTERNATIONAL BV of the provision, the purpose of the provision and the use by MENU EZ INTERNATIONAL BV, unless MENU EZ INTERNATIONAL BV and the Customer expressly agree otherwise.

15.5 The Customer shall indemnify MENU EZ INTERNATIONAL BV against claims from persons whose personal data the Customer has registered and/or processed in the context of a personal registration maintained by the Customer, or for which the Customer is otherwise responsible under the law, unless the Customer proves that the facts underlying the claim are solely attributable to MENU EZ INTERNATIONAL BV.

15.6 MENU EZ INTERNATIONAL BV never guarantees that the information security it offers is effective under all circumstances. The security that MENU EZ INTERNATIONAL BV offers will meet a level that is unreasonable, given the state of the art, the sensitivity of the data and the costs associated with implementing the security.

not

**16. Prescription/lapse**

16.1 All legal claims against MENU EZ INTERNATIONAL BV, including claims for damages, shall expire and/or lapse after 1 year after the relevant claim or demand arose.

**17. Changes to the Agreement and Terms of Delivery**

17.1 Amendments, additions or changes to an Agreement with a Customer are only valid if they are recorded in Writing and signed by MENU EZ INTERNATIONAL BV and the Customer.

17.2 MENU EZ INTERNATIONAL BV has the right to change the Terms of Delivery at any time. to change moment.



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**18. Termination and consequences**

18.1 MENUETZ INTERNATIONAL BV has the right to terminate the Agreement by written notice without prior written notice of default, with immediate effect if:

- the Customer, despite notice of default, continues to fail to fulfil any obligations incumbent on him;
- the Customer has used the goods delivered or made available by MENUETZ INTERNATIONAL BV in violation of the applicable usage rights or usage restrictions and/or has violated any intellectual property right with regard to the goods delivered or made available;
- the Customer is granted a moratorium on payments or a suspension of payments is requested;
- the Customer is declared bankrupt or the bankruptcy is requested;
- a request for the application of a debt settlement scheme for the Customer is submitted;
- the Customer is placed under guardianship or administration;
- the Customer's assets are seized in connection with substantial debts and this seizure is maintained for more than two months;
- the Customer ceases or otherwise liquidates its business operations in whole or in part.

18.2 In the event of termination of the Agreement, all payments owed by the Customer to MENUETZ INTERNATIONAL BV shall be immediately due and payable.

18.3 MENUETZ INTERNATIONAL BV shall never be obliged to pay any compensation or payment to the Customer due to termination of the Agreement on the basis of paragraph 1 of this article, without prejudice to the right of MENUETZ INTERNATIONAL BV to full compensation from the Customer due to breach of its obligations as referred to above and without prejudice to other rights to which MENUETZ INTERNATIONAL BV is entitled.

**19. Other provisions 19.1 The**

Customer is not entitled to transfer the rights and obligations under the Agreement to third parties without the written consent of MENUETZ INTERNATIONAL BV.

19.2 If one or more provisions in an Agreement between MENUETZ INTERNATIONAL BV and the Customer and/or these Terms of Delivery are void or voidable, this shall not affect the validity of the Agreement, the Terms of Delivery or other provisions contained therein.

19.3 All costs that MENUETZ INTERNATIONAL BV must incur to maintain or exercise rights against the Customer under the Agreement and/or the Terms of Delivery, both in and out of court, shall be borne by the Customer.

19.4 MENUETZ INTERNATIONAL BV is entitled to transfer its rights and/or obligations under the Agreement to third parties. The Customer is obliged to provide MENUETZ INTERNATIONAL BV with all rights and/or obligations arising from the Agreement at its first request.  
to provide the cooperation deemed necessary for the transfer.

**20. Applicable law and disputes**

20.1 All Agreements between MENUETZ INTERNATIONAL BV and the Customer shall be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

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20.2 All disputes arising between MENUETZ INTERNATIONAL BV and the Customer as a result of an Agreement concluded between them will be submitted to the competent court in Utrecht.