

GENERAL CONDITIONS FOR SERVICES OF ROYAL EIJKELKAMP B.V.

1. Definitions

Royal Eijkelpark: the Royal Eijkelpark entity as specified in the respective order.

Client: the natural or legal person who enters into a contract with the Royal Eijkelpark.

Service: Inspection, testing, maintenance and/or repair work.

Equipment: the item in respect of which the Service is performed.

Auxiliary Person: a natural or legal person, including an employee of the Contractor, who is engaged by the Contractor for the execution of the contract.

“Written” and “in writing” includes email.

2. Applicability

2.1 In the event of conflict between the provisions of the contract and these General Conditions of Service, the provisions of the contract shall prevail.

2.2 These General Conditions of Service apply to all requests for proposal of the Client, proposals and offers by Royal Eijkelpark as well as orders, contracts, agreements and other legal relationships between the Client for whom Royal Eijkelpark performs the Service and Royal Eijkelpark. They also apply to any additional or subsequent agreements. These General Terms of Service prevail over Royal Eijkelpark's General Conditions. Client accepts these conditions by the simple act of placing an order.

2.3 These conditions are available in both Dutch and English. In case of differences in interpretation, the English text shall prevail.

2.4 If one or more provisions of these General Conditions of Service are null and void or (become) invalid, this shall not affect the validity of the remaining provisions of these General Conditions of Service. Royal Eijkelpark and the Client will then do their utmost to reach agreement on a provision that is as close as possible to the purport of the void provision.

2.5 A Client who has previously contracted under the current conditions accepts the applicability of these General Conditions of Service to subsequent contracts between Client and Royal Eijkelpark.

2.6 Royal Eijkelpark may change these General Conditions of Service. The changes shall enter into force thirty days after Royal Eijkelpark has communicated the changes to the Client in writing.

2.7 The conditions of the Client, under whatever name, are expressly rejected.

2.8 Different and/or additional conditions and/or the Client's own conditions, are only applicable if and when these have been accepted by Royal Eijkelpark in writing and in that case only for the agreement in question.

3. Offers and confirmation – conclusion of the agreement

3.1 All offers are non-binding for Royal Eijkelpark unless specifically stated otherwise in writing. Royal Eijkelpark may revoke offers and quotations at any time, up to fourteen days after the Client has accepted them in writing.

3.2 Orders shall only become binding upon Royal Eijkelpark after they have been accepted or confirmed in writing by Royal Eijkelpark. If no previous written acceptance or confirmation of an order has been made, the agreement comes into force as a result of Royal Eijkelpark complying fully or partially with an order, or on the basis Royal Eijkelpark having sent the Client an invoice.

3.3 Unless Royal Eijkelpark expressly states otherwise, statements and specifications of sizes, capacities, performances and results will be approximations only and will not be binding on Royal Eijkelpark. Royal Eijkelpark accepts no liability for the correctness and completeness of information provided by manufacturers.

3.4 Royal Eijkelpark is always entitled to have the agreement performed entirely or in part by third parties.

3.5 Obvious errors and misprints in offers, order confirmations and invoices can be rectified by Royal Eijkelpark at any time.

4. Changes and cancellations

Changes to and cancellations of any order, contract or agreement are not possible unless agreed with and confirmed in writing by Royal Eijkelpark. Royal Eijkelpark may attach further conditions to such acceptance. If the Client wishes to reduce or cancel an order, contract or agreement or if an order,

contract or agreement is reduced or cancelled by Royal Eijkelkamp due to reasons attributable to the Client, the Client is responsible for reimbursing Royal Eijkelkamp for all damages, including loss of profits, and all costs arising from such reduction or cancellation, subject to a minimum charge of 10% of the reduction of the invoice value.

5. Price and price adjustments

5.1. Unless Royal Eijkelkamp specifically states otherwise, all prices stated in offers, quotations and agreements are excluding VAT (turnover tax) and other government levies, such as environmental levies.

5.2. Unless and insofar as not expressly agreed otherwise in writing, the price does not include the following: 1) all goods and work not mentioned in the quotation and, to the extent that it differs, Royal Eijkelkamp written or e-mail confirmation of the agreement; 2) all dismantling and assembly work, such as for inspection or service hatches and drill bits, necessary for the proper performance of the Service; 3) costs of using or hiring auxiliary materials, such as scaffolding, lifting, hoisting and transport equipment, including aerial platforms, for instance; 4) consumables; 5) travel and subsistence expenses; and 6) the costs for additional work as referred to in Article 5.4.

5.3. Unless and insofar as not expressly agreed otherwise, Royal Eijkelkamp will apply the rates and prices for the Service as set out in its then current price list. This price list distinguishes between the various types of Service to be provided by Royal Eijkelkamp and the times at which they are provided. Royal Eijkelkamp is entitled to amend this price list from time to time.

5.4. All Services performed in consultation with or commissioned by the Client, which are not mentioned in the quotation or in Royal Eijkelkamp's written confirmation of the agreement, will be regarded as additional work. Royal Eijkelkamp is always entitled to charge this additional work to the Client.

5.5. Royal Eijkelkamp is entitled to unilaterally raise the agreed price for providing the Service, for instance due to an increase in the cost price for Royal Eijkelkamp that occurs after the agreement has been concluded. If there is a price increase of more than ten per cent of the originally agreed price, the Client may cancel the agreement in writing, unless Royal Eijkelkamp waives this price increase after being notified in writing by the Client

of its intention to cancel the agreement due to the price increase, without prejudice to Royal Eijkelkamp's right to propose a different price increase.

6. Performing the service

6.1. If the Service is performed in Royal Eijkelkamp's workshop, the Client will arrange for transport of the Equipment to this workshop at the Client's expense and risk.

6.2. If the Service is performed at a location other than in Royal Eijkelkamp's workshop, the Client will ensure – at its expense and risk – that the following is arranged before the date and time agreed with Royal Eijkelkamp: 1) that the location meets all legal requirements and the requirements to be set by Royal Eijkelkamp, including those for the safe performance of the work, taking into account the guidelines for SCC certification; 2) that the Client presents the Equipment to Royal Eijkelkamp in a cleaned state and, if the Equipment is working in contaminated conditions, that it is decontaminated; 3) that Royal Eijkelkamp has free access to the location and can start carrying out the Service immediately on arrival and can complete the Service without disruptions; 4) that Royal Eijkelkamp has access to all the necessary (additional) tools and manpower that Royal Eijkelkamp requires in its reasonable opinion to perform the Service on the Equipment. The tools must meet all legal safety and other requirements; 5) that the Client is insured, to Royal Eijkelkamp's satisfaction, against any damage as a result of an accident or fire caused or arising during the preparation and performance of the Service; and 6) that the Client provides all further assistance that Royal Eijkelkamp may reasonably expect from the Client in the preparation and performance of the Service.

6.3. Royal Eijkelkamp will not be obliged to perform the Service and may refuse or cease to perform the Service at any time if the Client fails to comply with any of the obligations set out in this Article 6, at the sole discretion of Royal Eijkelkamp or the persons it deploys to perform the Service.

6.4. The Client will reimburse Royal Eijkelkamp for all costs and damages that Royal Eijkelkamp incurs and suffers as a result of the Client not fulfilling its obligations as set out in this Article 6. This is besides and in addition to Royal Eijkelkamp's other rights in that case, such as Royal Eijkelkamp's right to suspend the fulfilment of its other obligations vis-à-vis the Client and/or to cancel the agreement.

7. Warranty, inspection and rectification

7.1. Royal Eijkelpark provides a warranty in respect of the Service for a period of six months after its performance as provided for in this Article 7 unless expressly agreed otherwise in writing.

7.2. Royal Eijkelpark will only provide a warranty if: 1) the Service has been performed with all the work, replacements, modifications and deliveries deemed necessary by Royal Eijkelpark at its sole discretion; 2) Royal Eijkelpark has determined the way the Service is carried out, including the period during which it is performed; 3) the Client has refrained from any kind of intervention in the nature and/or performance of the Service; 4) the defect or shortcoming is not a result of improper or careless use of the Equipment, of use for a purpose other than for which the Equipment is intended, or of failure to correctly or otherwise follow Royal Eijkelpark 's instructions and/or the instructions of manufacturer of the Equipment; and/or 5) the Client has not performed work on the Equipment itself or had work performed by a third party, without Royal Eijkelpark's prior written permission;

7.3. As soon as it has been notified that the Service has been performed, the Client is obliged to examine the Service and any parts supplied with it, or to have them examined, for completeness and soundness. The Client must report visible defects or shortcomings to Royal Eijkelpark immediately after the Service is carried out. Royal Eijkelpark must be notified in writing of additional defects or shortcomings that the Client discovers or ought to reasonably have discovered during this inspection as soon as possible, but at the latest within three days after the Service in question. The Client must notify Royal Eijkelpark in writing of defects that the Client could not reasonably have discovered during the aforementioned inspection as soon as possible, but in any event within six months after the performance of the Service in question. All of the Client's rights vis-à-vis Royal Eijkelpark with respect to defects and shortcomings that the Client has not reported to Royal Eijkelpark in time in accordance with the foregoing will lapse.

7.4. The reporting of the defects and shortcomings must contain the most detailed description possible of the defects and shortcomings, in order to enable Royal Eijkelpark to respond satisfactorily. The Client must give Royal Eijkelpark the opportunity to investigate the complaint(s), by granting Royal Eijkelpark access to the Equipment, among other things. In consultation with Royal

Eijkelpark, the Client is furthermore obliged not to use the Equipment in such a way that the reported defects or faults are worsened or new defects or shortcomings occur.

7.5. If the Client justifiably relies on the warranty, taking into account Article 7.3 and 7.4, Royal Eijkelpark will remedy the defects and/or shortcomings as far as possible by offering additions, repair or replacement, at its discretion, on the understanding that: 1) Royal Eijkelpark will endeavour to rectify the situation, or have it rectified, as soon as is reasonably possible under the circumstances. The Client will lend all the requisite cooperation for its account; 2) the rectification will take place at a place to be designated by Royal Eijkelpark. The transport of the Equipment to and from that place will be at the Client's account and risk; and 3) if, at Royal Eijkelpark 's sole discretion, rectification involves disproportionately high costs for Royal Eijkelpark or is impossible, Royal Eijkelpark is entitled instead to refund the Client for a proportionate part of the price paid for the Service.

7.6. Parts removed during the rectification of defects or shortcomings will automatically become Royal Eijkelpark 's property.

7.7. The original warranty period remains unaltered after the rectification of a defect or shortcoming.

7.8. In the event of a shortcoming or defect or any other failure in the performance of the agreement, Royal Eijkelpark will have no other or further obligations than those provided for in this Article 7, regardless of the legal ground on which they may be based.

8. Payment

8.1. Unless otherwise agreed in writing, all invoices must be paid within 30 days of the date of the invoice without any discount, deduction or setoff.

8.2. The Client must notify Royal Eijkelpark in writing of any complaints about an invoice within eight days of the invoice date. If the Client fails to do so , then the Client will be deemed to have agreed to the invoice in question. Complaints about an invoice do not entitle the Client to suspend payment of the undisputed part of the invoice.

9. Suspension and cancellation, termination

9.1. Without prejudice to its other claims against the Client by virtue of the agreement and the law, Royal Eijkelpark may, without prior notice of default,

suspend performance of its obligations to the Client entirely or in part, cancel the agreement entirely or in part, and the Client's obligations vis-à-vis Royal Eijkelkamp will be immediately due and payable, if one or more of the circumstances referred to below occur: a) the Client fails to meet its obligations vis-à-vis Royal Eijkelkamp at all, properly or in good time; b) Royal Eijkelkamp has a reason to believe that the situation described under a) will arise; c) the Client is declared bankrupt, is granted suspension of payments, provisional or otherwise, or allowed to participate in the debt management scheme, or a request for this scheme is filed; d) the Client's company is dissolved or ceases its business or other operations; e) the control over the Client changes; f) attachment is levied on all or part of the Client's assets; g) the Client fails to provide the requested security on time or at all; h) before or at the time of entering into the agreement the Client has not, not fully or incorrectly informed Royal Eijkelkamp of facts or circumstances about the method of use/deployment of the Equipment which, in Royal Eijkelkamp's opinion, are of such importance that, if it had been fully and correctly informed, Royal Eijkelkamp would not have entered into the agreement or would not have entered into it under the same conditions; i) circumstances of such a nature arise that Royal Eijkelkamp's fulfilment of its obligations becomes impossible or so onerous and/or disproportionately costly that it can no longer be reasonably required of Royal Eijkelkamp.

9.2. In the event of suspension or termination as referred to above, Royal Eijkelkamp will not be liable for any compensation vis-à-vis the Client.

9.3. Unless the Client has obtained Royal Eijkelkamp's prior written consent, the Client may not suspend or offset its obligations vis-à-vis Royal Eijkelkamp, including if there is a complaint about the Service that may or may not be justified.

9.4. Royal Eijkelkamp is at all times entitled to terminate the agreement early and with immediate effect. Royal Eijkelkamp will never be obliged to pay the Client any compensation or damages in the event of termination.

10. Force majeure

10.1. If Royal Eijkelkamp is reasonably unable to provide the Service in time due to force majeure, it has the right to suspend the Service during the period the force majeure lasts. If the force majeure situation lasts longer than one month, or as soon as it becomes apparent that this will be the case,

Royal Eijkelkamp may terminate the agreement in respect of the obligations not yet fulfilled, without being under any obligation to pay compensation to the Client.

10.2. If Royal Eijkelkamp has already partly fulfilled its obligations vis-à-vis the Client or can only partly fulfil them at the time the force majeure occurs, Royal Eijkelkamp may charge for the part already delivered or to be delivered to the Client separately, as if it were a separate agreement, but not if the part delivered or to be delivered has no independent value.

10.3. Notwithstanding the provision of article 6:75 BW (Dutch Civil Code), force majeure always means any circumstance beyond Royal Eijkelkamp's reasonable control or direct sphere of influence, even if it occurs after Royal Eijkelkamp should have fulfilled its obligation, which prevents Royal Eijkelkamp from fulfilling its obligations under the agreement, such as, but not limited to, staffing and capacity problems, stagnation and strikes at or outside its company, failure by Royal Eijkelkamp's suppliers or subcontractors to fulfil obligations or to fulfil them in time, transport problems, government intervention, and legislative and regulatory amendments. Such subject to the proviso that Royal Eijkelkamp is prepared in such cases to consult with the Client regarding measures that might be taken with the intention of preventing damages for both Royal Eijkelkamp and the Client or at least with a view to limiting such damages as far as reasonably possible. The Client is not entitled to any reimbursement for damages in the event that an instance of force majeure occurs.

10.4. Royal Eijkelkamp can never be held liable vis-à-vis the Client for damages incurred as a result of or in connection with force majeure on the part of Royal Eijkelkamp.

10.5 Force majeure on the part of the Client shall never be a valid ground for non-payment of any amount due to Royal Eijkelkamp.

11. Liability

11.1. Irrespective of the facts and legal or other grounds on which the liability is or can be based, Royal Eijkelkamp's liability for damages vis-à-vis the Client will always be limited as provided for in this Article 11 and otherwise in these General Terms of Service.

11.2. Without prejudice to the foregoing, unless there is an instance of gross negligence or intent on

the part of Royal Eijkelkamp or its directors, Royal Eijkelkamp shall under no circumstances be liable for any indirect or consequential damages, such as damages resulting from any stoppage of business operations, delay, disruption or any other form of operational damages under whatever heading or of whatever description, caused to or by the Service delivered by Royal Eijkelkamp, or for damage caused to Client's property.

All liability on the part of Royal Eijkelkamp under any heading whatsoever shall in all cases be limited to the amount actually received from Royal Eijkelkamp's insurance, plus the applicable excess. If the applicable insurance provides no or insufficient cover, Royal Eijkelkamp's liability shall in all cases be limited to the invoice amount (excluding VAT) for the Service to which the liability relates.

11.3. In cases involving claims under a warranty or on account of Service not being in accordance with the agreement, Royal Eijkelkamp will not be liable to the Client for more than provided for in Article 7 of these General Terms of Service. All other liability on Royal Eijkelkamp's part is excluded.

11.4. Under no circumstances Royal Eijkelkamp is liable towards the Client for: a) damage which becomes apparent more than six months after the delivery of the Service; b) damage caused by improper or careless use of a supplied item or the Equipment; c) damage caused by using the Equipment for a purpose other than that for which it is intended or suitable; d) damage caused by not (or not correctly) following directions and instructions from Royal Eijkelkamp and/or the manufacturer of a supplied item or the Equipment; e) damage caused by the installation, assembly, modification, maintenance or repair of a supplied item or the Equipment by a party other than Royal Eijkelkamp; and/or f) damage arising because Royal Eijkelkamp based its actions on incorrect information provided by the Client.

11.5. The right to claim compensation lapses if the Client has not brought its action at law against Royal Eijkelkamp within six months after becoming aware of the damage. Royal Eijkelkamp's liability lapses in all cases after three years after a situation giving rise to a possible claim has occurred.

11.6. The Client indemnifies Royal Eijkelkamp against all third-party claims relating to the conclusion and implementation of the agreement with the Client, including claims relating to the Service. The Client indemnifies Royal Eijkelkamp for

the costs and damages which Royal Eijkelkamp suffers as a result of such claims, including the costs of defence.

11.7. The persons and legal entities engaged or involved by Royal Eijkelkamp in the implementation of the agreement may also invoke the limitation of liability included in this article against the Client.

12. Privacy and processing of data

12.1. Royal Eijkelkamp processes personal data in accordance with its policy as described in its privacy statement, which can be found on Royal Eijkelkamp's website. Client accepts such processing in accordance with Royal Eijkelkamp's privacy statement and warrants to Royal Eijkelkamp that the natural persons in question have given their consent.

12.2. The personal data provided will be processed in accordance with the General Data Protection Regulation (GDPR) [Algemene Verordening Gegevensbescherming (AVG)]. For this, Royal Eijkelkamp acts as the controller responsible for the processing; it will process the data for the implementation of the agreement with the Client and may process it to inform the Client of promotional campaigns.

12.3. On written request, the natural person whose data is being processed has the right of access and correction of said data. All natural persons may also object to the processing of their personal data for direct marketing purposes by lodging a written objection with Royal Eijkelkamp.

13. Special provisions of the royal eijkelkamp customer service agreement

13.1. The provisions of this Article 13: 1) only apply to agreements between Royal Eijkelkamp and the Client for Service provided to the Client with one of the START, PRO or ROYAL service levels under Royal Eijkelkamp's Customer Service Agreement; 2) apply in addition to the other provisions of these General Terms of Service; and 3) will take precedence over the other provisions of these General Terms of Service in the event of a conflict.

13.2. The agreement is entered into for a fixed term and a maximum number of operating hours of the Equipment and ends automatically as soon as the fixed term lapses or the maximum number of operating hours has been reached, whichever comes first.

13.3. The Client will pay Royal Eijkelpark the fee due under the agreement on a monthly basis and in advance. Royal Eijkelpark invoices this fee each month based on the expected number of operating hours/sonic hours per year divided by twelve.

13.4. The Client is obliged to notify Royal Eijkelpark immediately of (expected) deviations from the number of operating hours/sonic hours expected according to the agreement.

13.5. At least once a year and at the end of the term of the agreement, which may have been extended in accordance with article 13.8, and in addition whenever Royal Eijkelpark so indicates, the actual number of operating hours/sonic hours will be checked, whereby the actual number of operating hours/sonic hours will be compared with the expected number of operating hours on which the fee charged is based. If there is a difference of more than ten per cent between the expected and realised operating hours/sonic hours, a retroactive settlement will be made at the rate per operating hour applicable under the agreement. In the event of a retroactive settlement, any compensation to be paid to Royal Eijkelpark or refunded by Royal Eijkelpark to the Customer will be set off exclusively and without interest against future Royal Eijkelpark invoices to the Client, or will be paid to the Client as Royal Eijkelpark sees fit. In the event of a retroactive settlement, any (additional) compensation payable by the Client to Royal Eijkelpark will be paid to Royal Eijkelpark immediately on presentation of an invoice.

13.6. Royal Eijkelpark will determine the operating hours/sonic hours of the Equipment in the manner it considers appropriate. If there is a dispute about the operating hours run by the Equipment, the records of the Equipment's electronic engine management are decisive. In the event of a dispute about the sonic hours run by the Equipment, the records of the Equipment's Eijkelpark Service Assistant are decisive.

13.7. Dismantling of the Eijkelpark Service Assistant system during the contract period is prohibited at all times, unless Royal Eijkelpark has given its prior written permission. If fraud is discovered in relation to the Eijkelpark Service Assistant system, Royal Eijkelpark is entitled to terminate the agreement early with immediate effect. The Client gives its permission for the use of the data collected during the contract period by the Eijkelpark Service Assistant system both during and after the contract period.

13.8. Contrary to the provisions of Article 13.2, the agreement for the START service level will be extended once after the expiry of the fixed period if, at that time, less than ninety per cent of the maximum number of operating hours has been reached. The agreement will then end as soon as the maximum number of operating hours has been reached or the extension period to be determined by Royal Eijkelpark has expired, whichever comes first. Royal Eijkelpark will unilaterally determine the period of the extension based on the number of operating hours remaining at the time of the extension up to the maximum number of operating hours and the expected number of operating hours per month. However, the period of extension will never exceed twelve months, regardless of the remaining number of operating hours up to the maximum number of operating hours and the expected number of operating hours per month.

13.9. Sonic hours are calculated as follows: Twenty per cent of the engine operating hours count as sonic hours under the contract and the contract costs are calculated per operating hour. If, during the contract period, the sonic maintenance intervals are not synchronised with the machine maintenance intervals, Royal Eijkelpark will consider the most appropriate solution without undue cost to either of the parties. If costs are unavoidable, Royal Eijkelpark will be entitled to charge these to the Client.

13.10. For the ROYAL service level, the following applies: The drilling conditions and connected expected service life of components are as follows (sonic hours):

Geology	Spindle	Excenter
Sediments	800 hours	400 hours
Mix	500 hours	250 hours
Stone	300 hours	150 hours

The expected service life of the components in the drill bit is an indication for the calculation of the prices incurred under the contract. If deviations are discovered, Royal Eijkelpark is entitled to adjust the prices.

13.11. The Client may terminate the agreement early with immediate effect. If the Client terminates the agreement early, the Client will owe Royal Eijkelpark compensation equal to thirty per cent of the compensation that the Client would have owed Royal Eijkelpark for the remaining term of the agreement if the Client had not terminated the

agreement early. This fee will be based on the maximum number of operating hours for which the agreement was entered into.

13.12. Royal Eijkelpark may terminate the agreement early subject to a notice period of one month. Royal Eijkelpark will never owe the Client any compensation in the event of early termination.

13.13. All agreements with Royal Eijkelpark exclude any costs arising from improper use, because a non-certified drilling supervisor used the Equipment or the damage was caused by third parties. Unless otherwise agreed in writing, parts subject to wear and tear are not covered by the contract. Wear parts are parts of a device that can lose their functionality due to normal wear and tear during the intended use within the Equipment's lifetime. The parts that can be considered as wear parts include hydraulic hoses, mast chains, clamping inserts, brake pads for the ManipAll system, tools and wear parts for the undercarriage such as rubber tracks, chains, rollers or track plates.

13.14. The Client undertakes the following vis-à-vis Royal Eijkelpark: 1) to manage the Equipment with due care and use it or allow it to be used in a careful and competent manner in accordance with the purpose as laid down in the agreement and always with due observance of the instructions given by the manufacturer of the Equipment and/or Royal Eijkelpark; 2) to have the work on the Equipment covered by the agreement carried out exclusively by Royal Eijkelpark; 3) to perform all maintenance and other work on the Equipment – or have it performed – that is not covered by the agreement in a timely, complete and expert manner, using only new, original parts from the manufacturer of the Equipment and/or Royal Eijkelpark and in accordance with the instructions given by Royal Eijkelpark and the manufacturer of the Equipment; 4) to immediately report and confirm in writing to Royal Eijkelpark any circumstances that may affect the implementation of the agreement, such as damage to the Equipment, fault reports and work on the Equipment by parties other than Royal Eijkelpark; 5) to cease using the Equipment immediately on Royal Eijkelpark's request if, at Royal Eijkelpark's sole discretion, this is necessary to prevent damage or further damage to the Equipment; 6) to ensure, at its own expense and risk, that chemical and other waste products are removed from the Equipment,

including the chemical and other waste products that are released while the Service is being carried out.

13.15. Without prejudice to Royal Eijkelpark's other rights in the event of the Client's non-compliance with its obligations under Article 13.14, such as Royal Eijkelpark right to performance and damages, the Client will have no claim to Service under the agreement insofar as – at Royal Eijkelpark's sole discretion – this Service is necessary due to the actual drilling conditions differing from the communicated and expected drilling conditions as described in Article 13.10.

14. Transferability

14.1. The Client's rights and obligations vis-à-vis Royal Eijkelpark are not transferable without Royal Eijkelpark's prior written consent.

14.2. Royal Eijkelpark is entitled to assign its rights and obligations vis-à-vis the Client to third parties. The Client undertakes to agree to this and, as far as possible, does so hereby in advance.

15. Non-waiver

A failure by Royal Eijkelpark to exercise a right under these General Conditions of Service or a delay thereof shall not operate as a waiver of such right. No single or partial exercise of such right by Royal Eijkelpark shall preclude any other, further or future exercise of such right or other rights.

16. Disputes

The competent court of the Gelderland District Court, hearing location Arnhem, is exclusively authorised to hear disputes relating to the agreement(s) concluded between the parties, unless mandatory law dictates otherwise, such to include proceedings for obtaining preliminary injunctions. Royal Eijkelpark is nevertheless entitled in all cases to apply to the competent court in the Client's place of residence or to a competent court elsewhere.

17. Applicable law

These General Conditions of Service and related or associated contracts are governed exclusively by the laws of the Netherlands, to the exclusion of the laws of other countries. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Sales Convention 1980') is expressly excluded.
