GENERAL TERMS AND CONDITIONS OF VENTINET

Article 1 [Definitions]

1.1 In these General Terms and Conditions, the capitalised terms set out below have the following meaning:

a) "**Ventinet**": the private limited company Ventinet B.V., having its registered office and place of business in Waalwijk at Cartografenweg 26 (Postbus 468, 5140 AL Waalwijk), registered with the Chamber of Commerce under file number 18061331, acting as seller and/or contractor;

b) "**Other Party**": every natural person or legal entity who negotiates with Ventinet on, receives an offer for, or concludes a Contract with Ventinet;

c) "**Contract**": any contract of purchase and sale or execution of work, as well as additional contracts and follow-up contracts, concluded between Ventinet and the Other Party, as well as the stage preceding the concluding of such a contract, to which these General Terms and Conditions apply;

d) "**Offer**": every proposal that is without commitment and revocable that Ventinet makes to the Other Party to enter into a Contract, including the price lists included therein, selection programmes, brochures and other specifications;

e) "**Order Confirmation**": the written acceptance or confirmation of an order by Ventinet, by which the Contract is concluded; if there is no Order Confirmation, the invoice is deemed the Order Confirmation;

f) "**Goods**": the personal property, products and materials that are supplied, sold or repaired by Ventinet in the context of a Contract;

g) "**Services**": the work, performance or orders to be effected by or on behalf of Ventinet in the context of a Contract, not being the delivery of Goods;

h) "**Documents**": all documents and information carriers that Ventinet provides to the Other Party, including models, drawings, designs, price lists, selection programmes and brochures;

i) "**Intellectual Property Rights**": all intellectual and industrial property rights, including but not limited to copyright, design rights, patent rights, database rights, domain name rights, trade secrets, know how and mark rights established on or connected with the Documents, Goods or Services provided by Ventinet;

j) "**General Terms and Conditions**": these general terms and conditions of sale and delivery of Ventinet, as deposited with the Chamber of Commerce in Tilburg under file number 18061331.

Article 2 [Scope]

2.1 These General Terms and Conditions apply to and form part of all Offers and Contracts [including additional contracts and follow-up contracts, as well as the stage preceding the concluding of a Contract] made and concluded by Ventinet with an Other Party.

2.2 Any general terms and conditions of the Other Party do not apply. The General Terms and Conditions of Ventinet shall at all times prevail, except insofar as Ventinet has accepted deviating conditions, including those of the Other Party, expressly and in writing.

2.3 If any provision of these General Terms and Conditions is void or declared to be unenforceable, the other provisions shall remain in full effect and the void or unenforceable provision of these General Terms and Conditions shall be replaced by a valid provision, whereby the goal and the purport of the void or unenforceable provision shall be observed as much as possible.

Article 3 [Offers]

3.1 All offers, regardless of whether these have been made in a separate quote or otherwise, are without commitment and revocable, unless expressly otherwise stated in writing.

3.2 Ventinet is only bound if it has confirmed the order in writing or has started performance of the Contract.

3.3 All information provided to the Other Party with an Offer [Documents in the form of price lists, selection programmes, brochures and other specifications relating to dimensions, weight [product/material], characteristics and quantities] are approximate and do not bind Ventinet, unless expressly otherwise stated in writing.

3.4 Ventinet expressly reserves the right, if an Offer it has made is not accepted, to charge all reasonable costs relating to providing the Offer to the Other Party.

3.5 Quotes of Ventinet are valid for the period stated in the quote. If no period has been stated, the quote is valid up to fourteen [14] days after the date when the quote was made. For Services/Goods for which, due to their nature and scope, no quotes or Order Confirmations are sent, the invoice shall also be deemed the Order Confirmation, which is also deemed to accurately and fully represent the order. Ventinet's records are decisive in this respect.

Article 4 [Contract]

4.1 The Contract shall only be formed by written acceptance or confirmation of the order by Ventinet. This Order Confirmation is deemed to accurately and fully represent the Contract, unless the Other Party lodges a written objection within 8 days. The above also applies to additional or deviating agreements.

4.2 If it is necessary to engage third parties in the performance of the Contract by Ventinet, Ventinet shall be entitled to charge the related costs to the Other Party in full.

4.3 Verbal commitments or agreements by or with its personnel are only binding on Ventinet if it has confirmed this in writing.

4.4 Any additional agreements or changes made subsequently, as well as agreements or commitments made by Ventinet personnel, are only binding on Ventinet if Ventinet has confirmed them in writing. Ventinet is not obliged to accept a change requested by the Other Party. If Ventinet accepts a change, it is entitled to modify the agreed delivery time and/or implementation planning to the consequences of the change.

4.5 These General Terms and Conditions apply to any changes to the Contract in full.

4.6 If the Other Party requests a change to the Contract, specifications, drawings, dimensions, execution, materials, quantities or other aspects of the agreed Goods and/or Services, more than three (3) working days after sending the Order Confirmation, Ventinet is entitled to charge a change fee of a minimum of €75 exclusive of VAT per change request.

4.7 In addition to the change fee referred to in the preceding paragraph, Ventinet is entitled to pass on all costs reasonably made or to be made as a result of the change to the Other Party, including but not limited to costs of materials or parts already ordered, production drawings already produced, engineering work, administrative work, adjustments in the planning or production, costs of third parties and other demonstrable costs that arise directly or indirectly from the change.

Article 5 [Information]

5.1 The Other Party guarantees the accuracy, completeness and reliability of the details and information that has been provided by or on behalf of the Other Party to Ventinet. Ventinet is not bound to verify the accuracy, completeness or reliability of the details provided to it.

5.2 Ventinet is only obliged to (continue to) perform the Contract if the Other Party has provided all details and information desired by Ventinet.

5.3 If the details necessary for the performance of the Contract are not available to Ventinet, are not available in a timely manner or are not available in accordance with the agreements, or if the Other Party does not perform its obligations in some other way, Ventinet has the right to charge the resulting costs.

5.4 If and insofar as Ventinet suffers direct or indirect damage because the details and/or information provided by the Other Party are inaccurate and/or incomplete, the Other Party is bound to fully compensate Ventinet for that damage.

Article 6 [Intellectual Property Rights and Confidentiality]

6.1 All Intellectual Property Rights relating to Goods and Services, the Documents, the design, the source code, the preparatory material and the names thereof provided by Ventinet, as well as everything Ventinet develops, designs, produces or provides, are held exclusively by Ventinet or its supplier. Ventinet is and remains the party entitled to the copyright that can arise in relation to the works produced by it in the performance of the Contract, even if the work concerned is set out as a separate item in the Offer or on the invoice.

6.2 With regard to the Intellectual Property Rights the Other Party shall only receive a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use, limited to what is necessary to use the Goods and the result of the Services for the agreed purpose and only for its own use. Subject to Ventinet's express written consent, the Other Party is not permitted to use, reproduce, convert, or otherwise edit the Documents as referred to in paragraph 1 other than for the performance of the Contract, or allow third parties to inspect them or make them available to third parties.

6.3 The Other Party shall not infringe Ventinet's Intellectual Property Rights.

6.4 The Other Party must keep the Documents and details provided by Ventinet carefully and securely. The Other Party is obliged, even after termination of the Contract, to maintain full confidentiality of the details and information that have been disclosed to it by Ventinet in the Documents referred to in paragraph 1. The Other Party must impose this obligation on its employees and agents.

6.5 Insofar as necessary, and insofar as the Intellectual Property Rights do not belong to Ventinet pursuant to the law, the Other Party hereby (in advance) transfers free of charge all Intellectual Property rights to Ventinet and hereby delivers them to Ventinet, or – if a transfer in advance is not legally possible – the Other Party shall immediately transfer and deliver such rights after they have arisen to Ventinet free of charge. The Other Party hereby grants Ventinet an irrevocable and unconditional power of attorney to perform all formalities that are necessary to register the Intellectual Property Rights in Ventinet's name, including the signing of all necessary forms, deeds and contracts, without costs for Ventinet being attached thereto.

6.6 Insofar as Intellectual Property Rights can be acquired through deposit or registration, only Ventinet is entitled to do so.

6.7 In the event a dispute arises between Ventinet and the Other Party regarding Intellectual Property Rights, Ventinet is assumed to be the rightsholder, subject to counter-proof provided by the Other Party.

6.8 The Documents referred to in paragraph 1, or an essential part thereof, may not, even if or insofar as no copyright or other legal protection has been established thereon for Ventinet, be reproduced without its written consent in the framework of any production process.

6.9 Ventinet is not bound to retain the Documents for the Other Party referred to in paragraph 1. If Ventinet and the Other Party agree that these Documents shall be retained by Ventinet, they shall be retained for a period of at most one (1) year and without Ventinet guaranteeing the suitability for repeated use.

6.10 The Other Party shall immediately return the Documents provided by Ventinet as referred to in paragraph 1, regardless of whether these have been provided in the framework of an Offer or a Contract, at Ventinet's first request.

6.11 By placing an order to multiply or reproduce objects protected by Intellectual Property Rights, the Other Party declares that no infringement is made of Intellectual Property Rights of third parties. The Other Party indemnifies Ventinet judicially and extrajudicially against all costs and damage arising from such infringement.

6.12 In the event of breach of the provisions of this article, the Other Party forfeits per breach a penalty that is immediately due and payable of €25,000. In addition, the Other Party shall forfeit a penalty that is immediately due and payable of €11,000 per day that the breach continues, without prejudice to Ventinet's right to full compensation.

Article 7 [Prices]

7.1 All price quotes provided are subject to price changes at any time. Unless otherwise stated, the prices are based on the cost price factors applicable at the time of the Contract, such as applicable purchase prices of Goods, raw materials, wages, levies and costs of third parties, exclusive of VAT and inclusive of the normal costs of packaging. Unless otherwise indicated, the stated prices are in euros.

7.2 In the event of an interim increase in the costs and/or levies as referred to in paragraph 1, including an increase in taxes, import duties, cost-increasing government regulations and currency changes, Ventinet is entitled to increase the prices accordingly, including after acceptance by the Other Party.

7.3 The prices stated in Offers or Quotes do not automatically apply to back orders.
7.4 Ventinet is not liable for errors and deviations in price, illustrations, drawings, quantities, dimensions and weights in overviews, Quotes and/or Order Confirmations.
7.5 If it turns out that the Other Party has provided details with the request or Contract that were inaccurate, Ventinet has the right to adjust the prices accordingly or terminate the Contract concerned immediately.

Article 8 [Delivery]

8.1 Unless the delivery address is located in the Netherlands, the delivery of Goods is ex factory. If the delivery address is located in the Netherlands, the delivery shall be free delivery to the agreed delivery address. In the event of free delivery of Goods in the Netherlands for which the invoice value is less than €1,000, the Other Party shall be charged an amount of €25 for a package shipment or €75 for a pallet shipment.
8.2 Unless expressly otherwise agreed, all deliveries are subject to the Incoterms® 2020 (EXW).
8.3 The Other Party shall at its own expense and risk acquire an export and import permit or other official authorisation and, where applicable, perform all customs formalities for the exporting of the Goods.
8.4 The Other Party is obliged immediately upon delivery to inspect for transport damage or visible defects. Complaints in this respect must be noted on the delivery note, the invoice and/or the transport document, failing which these complaints shall no longer be taken into consideration.
8.5 The delivery times indicated by Ventinet are approximate only and are not strict deadlines as referred to in the law. The specified delivery times shall first start when a Contract has been concluded, agreement has been reached on all technical details and all Documents, details, Goods, permits necessary for the execution and other necessary information have been received by Ventinet.
8.6 Ventinet is entitled to deliver the Goods in instalments, which deliveries can be invoiced separately.
8.7 The Other Party bears the risk of any damage to the delivery as of the time when Ventinet has offered the Goods to the Other Party and these have been accepted by the Other Party without complaint.
8.8 Ventinet reserves the right to deliver the Goods earlier than the agreed latest delivery date.
8.9 In the event of delay of the delivery due to a change in circumstances, the delivery time shall be extended by the duration of this delay. Ventinet shall inform the Other Party as soon as possible regarding a possible delay. Delayed delivery does not give the Other Party the right to terminate the Contract or demand compensation.
8.10 Nor is the Other Party entitled in the event of delivery after the agreed delivery time to refuse to take receipt of the delivery and/or to pay the agreed purchase price. If the Other Party does not take receipt of the delivery, Ventinet is entitled to store the delivery elsewhere at the expense and risk of the Other Party, without prejudice to the Other Party's obligation to pay the agreed purchase price.
8.11 The Other Party must ascertain that the Goods and Services to be ordered and/or that have been ordered comply with all government regulations in the country of destination and in general are suitable for the intended use thereof by the Other Party. The use of the Goods and Services and the conformity with the applicable government regulations are at the Other Party's risk.
8.12 Ventinet complies with all applicable European, American, UN and national export restrictions, on the basis of which the sale of certain Goods and/or Services to certain countries, businesses and/or persons can be prohibited. Compliance with these export restrictions can never lead to default on the part of Ventinet. If the Other Party delivers Goods and/or Services onward in some way, the Other Party undertakes when effecting such onward delivery to strictly comply with all export restrictions referred to in this paragraph.

Article 9 [Payment]

9.1 Ventinet is entitled to demand advance payment before effecting delivery. If Ventinet wants advance payment, Ventinet will provide a pro forma invoice. In such case delivery shall first be effected after Ventinet has received full payment of the pro forma invoice. After delivery the customer shall receive an invoice, whereby the date of delivery shall be the invoice date.

9.2 If no advance payment is agreed, payment must be made within 30 days after the invoice date. The invoice date is the date of delivery.

9.3 All payments shall be made without the right of suspension or set-off. Payment dates are strict deadlines.

9.4 Payments made by the Other Party shall always first be put toward reducing the costs owed by the Other Party, then toward the interest owed and then toward Ventinet's oldest outstanding claim on the Other Party.

9.5 In the event of late payment the Other Party shall automatically be in default. As of the invoice due date, without notice of default being required, Ventinet is entitled to interest for late payment of 1% per month, where a part of a month is deemed a full month. This interest shall be calculated over the principal owed and continues until the day of full payment. Debts of the Other Party to Ventinet are debts payable at the creditor's domicile.

9.6 If the Other Party does not perform its payment obligations, does not perform them in a timely manner or does not perform them in full, it is also bound to compensate all costs reasonably made by Ventinet to determine liability and to achieve extrajudicial payment. These extrajudicial costs are fixed at 15% of the outstanding amount, without prejudice to Ventinet's right to claim the actual damage, interest and costs suffered.

9.7 In the event of doubt concerning the creditworthiness of the Other Party, Ventinet at all times, including during the performance of the Contract, has the right to demand adequate security for payment of its claims or advance payment. Ventinet is entitled to suspend its obligations until the required security has been provided or the required advance payment has been made. In the event of refusal or inability of the Other Party to give the requested security or make advance payment, Ventinet has the right to terminate the Contract with immediate effect.

9.8 All claims of Ventinet on the Other Party are immediately due in full in the event of late payment of an agreed instalment, and in the event of bankruptcy, (provisional) suspension of payment, applicability of the debt rescheduling scheme for natural persons (WSNP), attachment charged to the Other Party, strike or liquidation of its business. The Other Party is obliged to immediately inform Ventinet in writing as soon as one of the aforementioned situations arises or is likely to occur.

Article 10 [Retention of Title, Pledge and Retention Right]

10.1 The title to all Goods delivered by Ventinet to the Other Party shall only pass to the Other Party when the Other Party has performed all obligations under all Contracts concluded and/or to be concluded with Ventinet.

- the consideration relating to the Goods delivered or still to be delivered by Ventinet;
- the consideration relating to the Services provided or still to be provided by Ventinet;
- any claims in relation to default in the performance of such Contracts, including damage, interest and costs.

If the Other Party does not perform the aforementioned obligations, Ventinet is entitled to retrieve its property.

10.2 The Other Party is bound towards third parties to report the fact that the title to the Goods concerned belongs to Ventinet.

10.3 The Other Party is obliged to mark the Goods delivered subject to retention of title carefully and recognisably as the property of Ventinet.

10.4 The Other Party shall allow Ventinet access to the Goods delivered by Ventinet. Insofar as necessary the Other Party irrevocably authorises Ventinet to exercise its right to retrieve the goods.

10.5 Ventinet has a right of pledge and a retention right on all Goods and documents that Ventinet has or will have in its possession or under its control on any grounds whatsoever of or for the Other Party, for all claims that Ventinet has or will have on the Other Party, on whatever grounds.

10.6 Ventinet can also exercise the rights referred to in paragraph 10.5 in respect of what the Other Party still owes Ventinet in connection with the above and/or Contracts already performed.

Article 11 [Force majeure]

11.1 In the event that performance of the Contract proves impossible due to force majeure or circumstances equivalent thereto, Ventinet has the right, at its discretion, to terminate the Contract in whole or in part without being obliged to pay any compensation, or to demand that the Contract is amended in such way that the delivery of Goods and/or provision of Services is still possible, subject to settlement of any resulting additional or reduced costs between the Parties, or the delivery of Goods and/or provision of Services at a later time. The above is without prejudice to Ventinet's right to payment in proportion to the Goods already delivered and/or Services already provided. The Other Party has the right to terminate the Contract in whole on in part if it is indisputably established that performance on the part of Ventinet is permanently impossible as a result of the purchased Goods not being available.

11.2 Without prejudice to the above, in the event of temporary force majeure Ventinet is entitled to suspend the performance of the Contract for a maximum of six months without being bound to pay any compensation.

11.3 Force majeure in any event means every non-imputable breach, work strike, sit-down strike, excessive absenteeism of Ventinet personnel, epidemics or pandemics and/or government measures taken in that context, transport problems including import and export prohibitions, import quotas, interruption of business activities at Ventinet and/or its suppliers, stagnation problems on the part of suppliers or third parties, export restrictions or sanction measures imposed by the European Union, the United Nations, the United States or national governments, war or risk of war, mobilisation, riot, government measures that impede the performance of the Contract, cyber terrorism or other cyber attacks, ransomware, security incidents, loss of data, fire, water damage, flooding, exceptional weather conditions and all other circumstances that have arisen beyond the control of Ventinet and in consequence of which Ventinet is not able to perform its obligations.

Article 12 [Liability]

12.1 Except in the event of intent or wilful misconduct on the part of Ventinet, Ventinet is never liable for any direct or indirect damage suffered by the Other Party. Liability for loss of business, indirect damage and consequential loss is excluded.

12.2 Nor is Ventinet liable for actions of its employees or other persons whose conduct is at its risk, except in the event of (gross) negligence or intent on the part of these persons.

12.3 Ventinet is not liable for damage of whatever nature arising because or after the Other Party has revised or processed the Goods after delivery, has delivered them onwards to third parties, or has had them revised, processed or delivered onwards to third parties, or has used the Goods other than for the agreed purpose.

12.4 Ventinet is not liable for advice or recommendations it gives to the Other Party, unless such advice or recommendations expressly form part of a specific Service. In the event of a specific Service, the limitations of liability as set out in this article apply. The Other Party indemnifies Ventinet against all claims of third parties connected with advice or recommendations made by Ventinet.

12.5 In all cases in which Ventinet is bound to pay compensation, the compensation shall never be higher than the invoice value of the Goods delivered and/or Services provided as a consequence of which or in connection with which the damage was caused. If the damage is covered by Ventinet's business liability insurance, the compensation shall, moreover, never be higher than the amount that is actually paid out by the insurer in the case concerned.

12.6 The Other Party indemnifies Ventinet, its employees and the agents engaged by it for the performance of the Contract in full against claims of third parties [including claims based on product liability] in connection with Goods delivered by and/or Services provided by Ventinet as a consequence of which said third parties might have suffered damage, regardless of the cause or the time when said damage arose. The indemnification also includes administrative and criminal penalties imposed on Ventinet or its employees as a result of the acts or omissions

of the Other Party or as a result of inaccurate or incomplete details or information provided by or on behalf of the Other Party.

12.7 The Other Party is responsible for the choice of the Goods and Services and for the suitability thereof for its intended use. Ventinet accepts no liability if the delivered Goods or Services do comply with the agreed specifications, but turn out not to be suitable for the specific purpose for which the Other Party wishes to use them.

12.8 Every claim on Ventinet, unless Ventinet has expressly acknowledged such in writing, shall lapse due to the passing of twelve (12) months after the claim arises.

Article 13 [Cancellation and complaints]

13.1 If the Other Party cancels an Order or decides not to accept purchased Goods or Services after the concluding of the Contract, Ventinet is entitled to an indemnification in the amount of 60% of the agreed price, without prejudice to its right to compensation of the full damage if this exceeds this percentage.

13.2 The Other Party must inspect the Goods delivered and Services provided immediately after receipt or completion as to quantities, specifications, visible defects and conformity with the Contract. Deviations must be immediately reported to Ventinet in writing. In the absence of such report, the Goods and Services are deemed to have been delivered or provided in conformity with the Contract.

13.3 Complaints relating to invoices must be reported to Ventinet in writing within eight days after receipt of the invoice. Complaints concerning Goods delivered subject to the guarantee referred to in article 14, subject to the situation referred to in article 9.4, and relating to the quality of the Goods or materials delivered or the manner in which the Services were performed, must be reported to Ventinet in writing within fourteen days after determination of the defect, with a precise description of the nature of the complaint. The right of the Other Party to hold Ventinet liable for a breach shall lapse one year after the defect is discovered.

13.4 The Other Party must give Ventinet the opportunity to investigate the complaint in order to determine whether it is well-founded. If a complaint turns out to be well-founded, Ventinet is expressly obliged to rectify the improperly executed work. If the Other Party instructs third parties to carry out repair work without Ventinet's prior written consent, the related costs are fully at the expense and risk of the Other Party.

13.5 The lodging of a complaint never releases the Other Party from its payment obligations towards Ventinet.

13.6 Illustrations, drawings, brochures, websites, catalogues, samples, models, calculations, technical specifications and other documentation of Ventinet only serve as general information and are not binding, unless otherwise agreed in writing.

13.7 Minor deviations in colour, dimensions, weight, execution, material, construction, technical features or quality that are usual in the industry or cannot technically be prevented, shall not constitute breach and do not give the Other Party the right to terminate the Contract, a price reduction, suspension of payments or compensation.

13.8 If Ventinet has provided a sample, model, design, drawing or example, this shall only be deemed an indication. The Goods ultimately delivered may deviate therefrom, unless it has been agreed in writing that delivery will take place in accordance with the sample, model, design, drawing or example.

Article 14 [Guarantee]

14.1 With regard to delivered Goods, Ventinet guarantees the soundness and quality of the Goods delivered and materials used by it for a period of twelve months after delivery.

14.2 Ventinet guarantees only that the delivered Goods comply with the expressly agreed specifications. Ventinet does not guarantee that the Goods are suitable for a specific use intended by the Other Party, unless such use has been expressly confirmed by Ventinet in writing prior to the concluding of the Contract.

14.3 Guarantee means only the right of the Other Party to repair or replacement of the Goods concerned. Repair or replacement shall not lead to an extension or renewal of the original guarantee period.

14.4 Ventinet's guarantee obligations shall lapse if the defect is wholly or partially the result of:
a) normal wear and tear;
b) inexpert, inaccurate, careless or improper use;
c) use contrary to the instructions or rules provided by Ventinet;
d) assembly, installation, maintenance, repair or alterations by the Other Party or third parties without the prior written consent of Ventinet;
e) incorrect storage, processing or transport;
f) designs, drawings, calculations or specifications provided by the Other Party;
g) external causes over which Ventinet reasonably has no control.

14.5 With regard to the Goods that Ventinet acquires from third parties, the guarantee referred to in paragraph 1 applies only insofar as the manufacturer or supplier concerned gives such a guarantee.

Article 15 [Miscellaneous]

15.1 If the Other Party does not perform an obligation arising from a Contract with Ventinet, does not perform such in a timely manner or does not perform such properly, as well as if the Other Party is declared bankrupt, applies for a suspension of payment, a statutory debt rescheduling arrangement is declared to apply to the Other Party, ceases or liquidates its business in whole or in part, transfers its business or an important part thereof, an executory attachment is levied on its assets, or if the Other Party passes away, is placed under guardianship or administration, the Other Party shall automatically be deemed to be in default without notice of default being required.

15.2 In the cases referred to in paragraph 1, all existing and future claims of Ventinet on the Other Party are immediately due and payable.

15.3 In the cases referred to in paragraph 1, Ventinet is entitled to terminate the Contract in whole or in part without judicial intervention and without prejudice to its other rights, including the right to full compensation.

Article 16 [Applicable law and competent court]

16.1 All Contracts concluded with Ventinet, as well as all disputes that might arise in connection with a Contract to which these General Terms and Conditions apply in whole or in part, are governed by Dutch law.

16.2 The disputes referred to in the preceding paragraph shall be decided by the competent Dutch civil court within the district where Ventinet has its registered office.

16.3 This choice of forum is without prejudice to Ventinet's right to bring the dispute before the civil court that is competent according to the normal competency rules.

16.4 The applicability of the Vienna Sales Convention is expressly excluded.