



## **General Terms and Conditions of Sale and Delivery**

Damkot Trading, located at 7102 JL Winterswijk (Netherlands), Tinbergenstraat 20, registered in the register held by the Chamber of Commerce under registration number 71736549, applies the following general terms and conditions:

### **Article 1: Definitions**

In these general terms and conditions, the following terms shall have the meanings ascribed to them below:

#### *Damkot Trading*

The entrepreneur who commercially purchases, refurbishes, sells, and/or recycles transport equipment.

#### *Offer*

Any quotation from Damkot Trading regarding the sale and/or delivery of products.

#### *Agreement*

Any contract (including these general terms and conditions) concluded between the Client and Damkot Trading, any amendments or additions thereto, as well as all (legal) acts for the preparation and execution of the contract, excluding an offer.

#### *Distance Agreement*

An agreement concluded between Damkot Trading and the Client concerning goods/services as described in paragraph 1 of this article, which has been concluded using an electronic technique and system for the remote sale and communication of products organized by Damkot Trading.

#### *Products*

All goods that are the subject of an agreement between the Client and Damkot Trading and specified in the order confirmation.

#### *Conditions*

These general terms and conditions of sale and delivery.

#### *Client / Counterparty*

The (legal) person who has entered into an agreement with Damkot Trading or who has requested or received an offer as referred to in paragraph 2.

#### *Order*

Any order for the supply of products as intended in paragraph 1 from the Client to Damkot Trading.

### *Quotation Amount*

The total amount specified in the offer for products as requested by the Client.

### *Additional Work*

All deliveries and products not specified in the agreement between the parties and requested additionally by the Client, or goods deemed necessary to achieve the final result as requested by the Client or considered necessary by Damkot Trading.

### *Prices*

The agreed price as specified in the order confirmation by Damkot Trading that the Client pays for Damkot Trading's products.

## **Article 2. Applicability**

- 2.1 These general terms and conditions apply to, and form an integral part of, every offer, quotation, and agreement related to products of any kind to be delivered by Damkot Trading, unless explicitly and in writing otherwise agreed upon.
- 2.2 The Client accepts the application of these general terms and conditions by the mere fact of concluding an agreement with Damkot Trading or accepting a delivery by Damkot Trading.
- 2.3 These general terms and conditions also apply to agreements with Damkot Trading where third parties need to be involved in the execution.
- 2.4 In case other terms and conditions are also applicable alongside these conditions, these general terms and conditions shall prevail in case of inconsistency.
- 2.5 Deviation from these general terms and conditions is only possible if expressly agreed upon in writing by both parties.
- 2.6 The applicability of any purchasing or other terms and conditions of the counterparty is explicitly rejected.
- 2.7 If one or more provisions in these general terms and conditions are wholly or partially void or nullified at any time, the remainder of these general terms and conditions shall remain fully applicable. Damkot Trading and the counterparty shall then enter into consultations to agree on new provisions to replace the void or nullified provisions, taking into account to the greatest extent possible the purpose and intent of the original provisions.
- 2.8 If a situation arises between the parties that is not governed by these general terms and conditions, or if there is ambiguity about the interpretation of one or more provisions within these general terms and conditions, such situation shall be assessed or interpreted in accordance with the spirit of these general terms and conditions.
- 2.9 In case of a distance contract or a contract concluded outside sales premises, these general terms and conditions shall be explicitly made known to the Client electronically before the conclusion of the contract. The general terms and conditions are an integral part of the general information provided by Damkot Trading and can be stored on a durable medium at all times, accessed, and downloaded from the website of Damkot Trading: <https://www.damkottrading.eu>

## **Article 3. Offer/Quotation**

- 3.1 All quotations/offers issued by Damkot Trading are non-binding, unless expressly stated otherwise in an individually targeted written quotation.
- 3.2 The quotations are based on the data provided by the Client. When requesting a quotation or entering into an agreement, the Client must inform Damkot Trading of all facts and circumstances that may affect the execution of the agreement, so that Damkot Trading can prepare a thorough quotation.
- 3.3 All quotations/offers issued by Damkot Trading are valid for a period of one (1) month from the date of the quotation or offer, unless a different acceptance period is expressly and in writing agreed upon. After this period, the quotations or offers expire automatically and no rights can be derived from them.
- 3.4 The quotation or offer includes a description of the offered product and/or service. The description is sufficiently detailed to allow the Client to make a proper assessment of the offer.
- 3.5 The prices stated in a quotation or offer include VAT but exclude government levies, any costs to be incurred under the agreement, including shipping and administration costs, unless stated otherwise.
- 3.6 A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime.
- 3.7 All indications in offers, quotations, agreements, and their appendices, such as images, drawings, dimensions, and colors, as well as the properties of any provided samples, serve as indications only. Variations are therefore not at the expense and risk of Damkot Trading. If Damkot Trading shows or provides a model, sample, or example, this is always done for illustrative purposes only: the qualities of the goods to be delivered may deviate from the sample, model, or example.
- 3.8 Damkot Trading cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error. Obvious mistakes or clerical errors in the quotations or offers of Damkot Trading release it from the obligation to fulfill and/or any obligations to compensate for damages arising therefrom, even after the conclusion of the agreement.
- 3.9 If the acceptance deviates from the offer included in the quotation or offer, Damkot Trading is not bound by it. The agreement is not concluded in accordance with this deviating acceptance, unless Damkot Trading indicates otherwise.
- 3.10 A composite quotation does not oblige Damkot Trading to perform a part of the assignment for a corresponding part of the quoted price.
- 3.11 Offers and quotations do not automatically apply to future orders.

3.12 Each quotation contains sufficient information for the Client to understand the rights and obligations associated with accepting the offer. The quotation/agreement includes at least the following:

- name of the Client;
- date of the agreement/quotation;
- description of the assignment with content of product description;
- quantity;
- the applicability of these general terms and conditions;
- any special conditions;
- deadlines and methods of payment;
- estimated time, place, and method of delivery;
- the agreed price including taxes;
- any delivery costs;
- whether or not the right of withdrawal applies;
- the method of payment.

3.13 The agreement consists of these general terms and conditions as well as the order.

3.14 The agreement is only concluded after full payment has been made, unless there is a signed quotation.

3.15 The Client is obliged to inform Damkot Trading about all facts and/or circumstances that may affect the execution of the agreement and of which he is reasonably aware or should be aware. Damkot Trading reserves the right to refuse orders in case of serious suspicions of abuse of rights, bad faith, serious suspicion of unacceptable commercial purposes for Damkot Trading, or exhaustion of stock of a specific offered item.

3.16 The agreement replaces and supersedes previous correspondence, agreements, documentation, and/or other information.

3.17 The Client is not allowed to transfer his rights and obligations under the agreement with Damkot Trading to third parties or replace them without prior written consent from Damkot Trading.

3.18 All items not mentioned in the quotation are not covered by the agreement and therefore constitute additional work. Any additional work will be calculated based on actual costs and invoiced separately. Agreements regarding additional work are concluded separately from the original agreement and take effect immediately.

## **Article 4. Prices**

- 4.1 All prices as stated in the agreement are in euros and include VAT but exclude other government levies imposed. Any additional costs such as shipping and administration costs or packaging costs are not included in the price and are borne by the Client, unless otherwise agreed upon.
- 4.2 The payments agreed upon between the parties must be paid by the Client at the times agreed upon by the parties. Damkot Trading will only proceed with the delivery of the goods after the full agreed amount has been paid by the Client, unless otherwise agreed upon.

## **Article 5. Execution and amendment of the agreement, delivery time**

- 5.1 The indication of delivery times in offers, quotations, agreements, or otherwise is always aimed to be adhered to by Damkot Trading as much as possible, but they are not binding. If a deadline is exceeded, the Client must first notify Damkot Trading in writing. Damkot Trading must be given a reasonable period to still fulfill the agreement.
- 5.2 Damkot Trading may only be held liable by the Client for direct damages resulting from its failure to perform, if the non-performance cannot be attributed to Damkot Trading, after a reasonable period for performance and subsequent notice of default.
- 5.3 If Damkot Trading requires data from the Client for the execution of the agreement, the execution period does not commence until the counterparty has provided this correctly and completely to Damkot Trading. Any (delay) costs resulting from this will be passed on to the Client.
- 5.4 The Client is obliged to inform Damkot Trading of all facts and/or circumstances that may affect the execution of the agreement and of which he is or should reasonably be aware.
- 5.5 Delivery of the goods will take place at the location agreed upon explicitly and in writing in the agreement. The invoice address serves as the delivery address. The Client is obliged to accept the goods when they are made available to him. If the Client is absent during delivery, refuses acceptance, or is negligent in providing information or instructions necessary for delivery, Damkot Trading is entitled to store the goods at the Client's expense and risk. If a new delivery appointment needs to be made, the additional transport costs will also be borne by the Client.
- 5.6 Delivery takes place on the agreed delivery date or on call. Delivery is deemed to have taken place when Damkot Trading offers the goods.
- 5.7 Damkot Trading determines the method of transport of the goods, unless otherwise indicated in the quotation. Damkot Trading has complete freedom in the method of transport, shipping, and packaging of the goods, without accepting any liability in this regard. Damkot Trading is not liable for any defects occurring during transport. Damkot Trading is not responsible for any form of delivery delay caused by forces beyond its control or attributable to the carrier.

- 5.8 The Client ensures that the transport vehicles can reach the unloading point via a properly accessible terrain, and there is sufficient space and opportunity for delivery by Damkot Trading employees (or subcontractors). If the goods cannot be unloaded by the Client or loaded goods exchanged by the Client, any additional costs resulting from this are at the Client's expense. Damkot Trading explicitly disclaims liability for repair work due to subsidence or repairs to pavements, gardens, or buildings caused by deliveries.
- 5.9 The Client is obliged to take delivery in full of the goods purchased and to pay the full purchase price. The Client is also obliged to pay the full purchase price if he refuses to accept all goods purchased, regardless of the conditions under which Damkot Trading would deliver the goods.
- 5.10 In case delivery on call has been agreed upon without specified call-off periods, Damkot Trading is entitled, if not all goods have been called off within three months after the conclusion of the purchase agreements, to demand that the Client specify a deadline by which everything will be called off. The Client is obliged to comply with the aforementioned demand. In the absence thereof, Damkot Trading is entitled to terminate the purchase without judicial intervention and, if desired, claim damages.

## **Article 6. Obligations of Damkot Trading**

- 6.1 Damkot Trading delivers the products in good, sound condition, and as described in the agreement.
- 6.2 Damkot Trading complies with the applicable legal regulations at the time of delivery of its goods.
- 6.3 Damkot Trading will point out inaccuracies in the order to the Client. This applies only if Damkot Trading is aware of these inaccuracies or should reasonably be aware of them.

## Article 7. Payment

7.1 The (partial) payments agreed upon between the parties must be paid by the Client at the times agreed upon by the parties. Damkot Trading will only proceed with the delivery of the goods after the full agreed amount has been paid by the Client. The Client is not entitled to set off any claim against Damkot Trading with the amounts invoiced by Damkot Trading. If the Client has not (fully) made the payment after the agreed payment term, Damkot Trading is entitled to suspend execution. Costs resulting from this will be passed on to the Client.

7.2 Payment shall be made by bank transfer to an account designated by Damkot Trading. Damkot Trading always reserves the right to demand security for payment or advance payment both before and after the conclusion of the agreement, with the suspension of performance of the agreement by Damkot Trading until the security is provided and/or the advance payment is received by Damkot Trading. If the advance payment is refused, Damkot Trading is entitled to terminate the agreement, and the counterparty is liable for the damages resulting from this to Damkot Trading.

7.3 Once the term given in the first paragraph has expired, the Client is in default without further notice of default, whereby the Client owes 2% interest per month or, if higher, the statutory interest on the entire invoice amount. Damkot Trading will nevertheless send a reminder to the Client, giving a fourteen (14) day period to settle the outstanding amount. After this period, interest on the amount due will be calculated from the moment the counterparty is in default until the full amount owed is paid. The Client is also liable for all extrajudicial collection costs. These costs amount to 15% of the principal sum with a minimum of €40. These are calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree (BIK):

- 15% on the first €2,500
- 10% on the next €5,000
- 5% on the next €10,000
- 1% on the next €200,000
- 0.5% on any excess over €200,000, with a maximum of €6,775.

7.4 All collection costs (including full legal costs, both in and out of court, provided by anyone) are entirely at the expense of the Client. The extrajudicial collection costs of Damkot Trading, calculated on the amount to be collected, are set at a minimum of €40 and amount to at least 15% of the principal sum. These costs will be charged and due from the Client as soon as Damkot Trading has invoked legal assistance or handed over the collection of the claim. The above does not affect Damkot Trading's right to charge higher costs if those based on the percentages are not cost-covering.

7.5 Payments made by the Client serve first to reduce all due costs, then the due interest, and finally the due invoices that have been outstanding the longest, even if the Client specifies that the payment relates to a later invoice.

7.6 The Client must carefully review invoices from Damkot Trading. Objections regarding the (amount of) the invoice must be made in writing to Damkot Trading within eight days from the invoice date. After this period, the counterparty forfeits any rights in this regard.

7.7 Without prejudice to the provisions of the preceding paragraphs, Damkot Trading is entitled to claim full damages from the Client if the Client fails to meet the obligations under the agreement.

- 7.8 Damkot Trading may refuse an offer of payment without thereby defaulting if the Client designates a different sequence for the allocation of the payment. Damkot Trading may refuse full repayment of the principal sum if the accrued and ongoing interest and collection costs are not also paid.
- 7.9 If Damkot Trading and the Client have agreed that (partial) payments for the products will be made no later than or on the agreed delivery or execution term, the Client cannot suspend this payment obligation for any reason.
- 7.10 Damkot Trading is entitled (if legally permitted) to investigate whether the Client can meet his payment obligations and whether there are circumstances relevant to responsibly entering into the agreement. If this provides good reason not to enter into the agreement, Damkot Trading may reasonably refuse an order or request or impose special conditions.
- 7.11 If the Client has agreed with Damkot Trading in writing on a payment discount, this discount expires if the Client's payments are not received by Damkot Trading within the specified period.
- 7.12 Filing a complaint by the Client does not release the Client from his (payment) obligations towards Damkot Trading.

## **Article 8. Suspension, Termination, and Interim Cancellation of the Agreement**

- 8.1 Damkot Trading is authorized to suspend the fulfillment of its obligations or to terminate the agreement in the following cases:
- The Client fails to fulfill, not fully or not timely, the obligations under the agreement;
  - Circumstances known to Damkot Trading after the conclusion of the agreement give reasonable grounds to fear that the Client will not fulfill its obligations;
  - The Client was requested to provide security for the fulfillment of its obligations under the agreement at the conclusion of the agreement and this security is not provided or is insufficient;
  - If the delay on the part of the Client means Damkot Trading can no longer be expected to fulfill the agreement under the original conditions;
  - If circumstances occur that are of such a nature that the performance of the agreement is impossible or if circumstances arise that are otherwise of such a nature that unchanged maintenance of the agreement cannot reasonably be required of Damkot Trading.
- 8.2 Damkot Trading strives for accuracy in all its advertisements and product descriptions; nevertheless, minor deviations or typographical errors may occur. Such deviations and typographical errors do not constitute grounds for termination of the agreement. If the Client has concerns about deviations or typographical errors, they must personally verify these by visiting one of the branches of Damkot Trading. Damkot Trading is pleased to offer the opportunity to inspect goods on-site and answer any questions.
- 8.3 If the agreement is terminated, Damkot Trading's claims against the Client become immediately due and payable. If Damkot Trading suspends the performance of its obligations, it reserves all its rights arising from the law and the agreement.
- 8.4 If Damkot Trading decides to suspend or terminate, it is in no way obligated to compensate for damages and costs.



- 8.5 If the termination is attributable to the Client, Damkot Trading is entitled to compensation for the damages, including the costs, directly and indirectly incurred thereby.
- 8.6 The Client is deemed to be in default if it fails to fulfill any obligation under the agreement or fails to comply fully within a specified period following a written demand.
- 8.7 In case of the Client's default, Damkot Trading is entitled, without any obligation to pay damages, to wholly or partially terminate the agreement by sending a written notice to the Client and/or to immediately demand payment of the amount owed by the Client and/or invoke the retention of title.
- 8.8 In the event of non-performance by the Client, the Client is obliged to pay damages or compensation to Damkot Trading.
- 8.9 In case of liquidation, (application for) suspension of payment or bankruptcy, attachment - if and insofar as the attachment is not lifted within three months - against the Client, debt restructuring, or any other circumstance by which the Client can no longer freely dispose of its assets, Damkot Trading is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. Damkot Trading's claims against the Client are immediately due and payable in that case.
- 8.10 If the Client cancels an placed order in whole or in part, the goods ordered or prepared for it, increased by any costs incurred, will be invoiced in full to the Client.
- 8.11 Cancellation must be made in writing at all times.

## **Article 9. Force Majeure**

- 9.1 Damkot Trading is not obligated to fulfill any obligation towards the Client if hindered from doing so as a result of circumstances not attributable to fault and which are not for its account under the law, a legal act, or prevailing societal views.
- 9.2 Force majeure includes, but is not limited to, unforeseen circumstances, also of an economic nature, that arise outside the fault or control of Damkot Trading, such as epidemics, pandemics, weather conditions, serious disruptions in the company, strikes, war, delays in transportation, delayed or incorrect delivery of goods, materials, government measures, or parts by third parties including suppliers of Damkot Trading, regardless of their cause.
- 9.3 Damkot Trading is not liable for damages from any cause if a failure to perform is due to force majeure. During the period of force majeure, Damkot Trading may suspend the obligations arising from the agreement. If this period lasts longer than six months, each party is entitled to terminate the agreement without an obligation to compensate the other party for damages.
- 9.4 If Damkot Trading has partially fulfilled its obligations upon the occurrence of force majeure, or can only partially fulfill the obligations, it is entitled to separately invoice the delivered or deliverable part, and the Client is obligated to pay this invoice as if it were a separate agreement.
- 9.5 In the event that Damkot Trading cannot commence or continue its activities or deliveries within the agreed term due to weather conditions, the Client has no right to any form of compensation for damages from any cause. Even if a fixed deadline has been agreed upon between the

parties, which cannot be met due to weather conditions, the Client has no recourse for compensation against Damkot Trading.

## **Article 10. Retention of Title, Pledge**

- 10.1 All products delivered and to be delivered by Damkot Trading remain the property of Damkot Trading under all circumstances until the Client has fulfilled all obligations towards Damkot Trading, but for the account and at the risk of the Client. The Client is obliged, if applicable, to handle the delivered products in an orderly and proper manner.
- 10.2 Damkot Trading establishes a pledge on the goods delivered by it that have not yet been transferred to the ownership of the Client through these general terms and conditions.
- 10.3 The Client is not authorized to pledge, encumber in any other way, or transfer in whole or in part the products delivered under retention of title, as long as ownership thereof has not passed to it, except insofar as such transfer occurs in the course of the Client's ordinary business activities.
- 10.4 The Client must always do everything that can reasonably be expected of it to secure the ownership rights of Damkot Trading.
- 10.5 If the Client fails to fulfill its payment obligations towards Damkot Trading or if Damkot Trading has good reason to fear that the Client will fail to fulfill those obligations, Damkot Trading is entitled to take back the products delivered under retention of title. The Client will at all times grant Damkot Trading access to its premises or buildings for inspection of the products and/or for reclaiming the goods. After reclaiming, Damkot Trading will credit the Client for the market value, which will in no case be higher than the original purchase price reduced by the costs incurred due to the repossession.
- 10.6 If third parties attach the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform Damkot Trading immediately.
- 10.7 The Client undertakes to insure and keep insured the goods delivered under retention of title against, among other things, accidents, fire, explosion, and water damage, as well as theft, and to provide Damkot Trading with the policy of this insurance for inspection upon first request. In the event of any insurance payout, Damkot Trading is entitled to the proceeds.

## **Article 11. Warranty**

- 11.1 The goods to be delivered by Damkot Trading meet the usual requirements and standards that can reasonably be expected at the time of delivery and are intended for normal use in the Netherlands. The Client can expect that the delivered forklift trucks will operate properly in terms of driving, braking, lifting, and lowering. Damkot Trading provides no express or implied warranty with regard to the products/services sold/offered by Damkot Trading.
- 11.2 Images, drawings, cost estimates, diagrams, advice, designs, and other information provided by Damkot Trading are not binding on Damkot Trading and are intended solely to give a general representation of what Damkot Trading can deliver.

11.3 The Client is obligated to thoroughly examine the delivered goods immediately upon their availability. Additionally, the Client must determine whether the delivered goods meet the agreed quality standards or the standards that can be expected for normal use or trade purposes. Any deficiencies, visible defects, and/or damages to the goods upon delivery must be noted by the Client on the delivery note, invoice, and/or transport documents; failing which, the Client is deemed to have accepted the goods.

11.4 Without prejudice to the obligations of Damkot Trading, minor deviations in dimensions, color, surface, structure, and other observed minor discrepancies shall not be grounds for rejection, unless otherwise explicitly agreed upon in writing regarding the products to be delivered.

## **Article 12. Liability**

12.1 Damkot Trading is solely liable for direct damages suffered by the Client, to the extent that such damages are a direct result of intent or gross negligence on the part of Damkot Trading.

12.2 Damkot Trading shall not be liable for damages of any kind arising from reliance on incorrect and/or incomplete information and/or data provided by or on behalf of the Client.

12.3 The total liability of Damkot Trading shall in all cases be limited to compensation for direct damages, where the total amount payable by Damkot Trading to the Client under any obligation to undo, or compensate for damages, shall never exceed the amount of the price agreed upon for that agreement (excluding VAT).

12.4 In any event, Damkot Trading's liability shall be limited to the amount of the payment made by its insurer, if applicable.

12.5 Damkot Trading is never liable for indirect damages, including consequential damages, loss of profit, savings, or damages due to business interruption.

12.6 Damkot Trading is not liable for damages if and to the extent that the Client has insured against such damages or could reasonably have been expected to insure against them.

12.7 The limitations of liability in this article do not apply if the damage is due to intent or gross negligence on the part of Damkot Trading or its executives.

12.8 The risk of loss, damage, or depreciation passes to the Client at the moment the goods are transferred into the Client's possession.

12.9 The Client indemnifies Damkot Trading against any claims from third parties who suffer damage in connection with the execution of the agreement, where the cause of such damage cannot be attributed to Damkot Trading.

12.10 Damage claims must be reported to Damkot Trading in writing within three months from the occurrence of the damage, under penalty of forfeiture.

12.11 The execution of orders given to Damkot Trading is exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the activities performed for the Client. If the Client enters into any legal relationship with a third party related in any way to the accepted quotation or these general terms and conditions, it is entirely at the Client's expense and risk.

Damkot Trading is not a party to this legal relationship, and the Client must inform the third party accordingly.

## **Article 13. Confidentiality and Personal Data Protection (Wbp)**

- 13.1 Damkot Trading is obliged to maintain confidentiality of all information and data of the Client towards third parties, to the extent not publicly available without Damkot Trading's involvement.
- 13.2 The Client undertakes to maintain strict confidentiality regarding all information concerning Damkot Trading's business, whether known or to be learned, whether in the context of the agreement or not, and to treat such information strictly confidentially, unless such information is generally known or its disclosure is required by law or regulations of stock exchanges or other authorities.
- 13.3 The Client is obliged to impose the same obligation of confidentiality on employees and third parties engaged by him in the execution of the agreement as stipulated in the second paragraph of this article.
- 13.4 Damkot Trading may process personal data in the context of the agreement in accordance with applicable law and regulations, including the Wbp.
- 13.5 If the Client can make electronic payments, Damkot Trading will take appropriate security measures for this purpose.
- 13.6 Damkot Trading does not guarantee the effectiveness of security under all circumstances. If an expressly described security measure is lacking, Damkot Trading will endeavor that the security measures meet a level that is reasonable considering the state of the art, the sensitivity of the personal data, and the costs associated with implementing the security measures.
- 13.7 The Client shall only provide personal data to Damkot Trading for processing if he has ensured that the required security measures have been taken. The data controller is responsible for compliance with the agreed measures.
- 13.8 In case of a security breach and/or data breach within the meaning of Article 33 GDPR, Damkot Trading shall inform the data controller or the Client thereof without undue delay.
- 13.9 In case a data subject makes a request for access, rectification, erasure, or restriction of processing as referred to in Articles 15–19 GDPR to Damkot Trading, Damkot Trading shall handle the request itself to the extent it is able to do so. Damkot Trading may charge the data controller for the costs of handling the request.
- 13.10 With regard to Damkot Trading's liability for damages resulting from an attributable failure to comply with processing, the provisions of these general terms and conditions shall apply *mutatis mutandis*.
- 13.11 The provisions regarding the processing of personal data and all matters related to the Wbp are applicable as set forth in these general terms and conditions.

## **Article 14. Disputes and Applicable Law**

- 14.1 In case of any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation of those provision(s) shall be made in accordance with the 'spirit' of these general terms and conditions.
- 14.2 Dutch law applies to any agreement concluded with Damkot Trading, even if the performance of an obligation takes place in whole or in part abroad, or if one of the parties involved in the legal relationship has its registered office there. The applicability of the Vienna Sales Convention is expressly excluded.
- 14.3 Any disputes arising out of or in connection with the agreement or resulting from it shall be exclusively settled in the first instance by the competent court in the district where Damkot Trading is established at the time of entering into this agreement, unless mandatory law dictates otherwise.
- 14.4 Parties shall only resort to the court after they have made every effort to settle the dispute amicably.
- 14.5 Unless explicitly agreed otherwise in writing, all legal claims arising from these general terms and conditions against the counterparty shall expire one year after the date of execution.
- 14.6 The Dutch version of the general terms and conditions shall always prevail in the interpretation thereof.