

GENERAL TERMS AND CONDITIONS OF DELIVERY

Of: Frog AGV Systems B.V.

With its registered office and principal place of business at: Tractieweg190, 3534 AP Utrecht.

Article 1 - General

These General Terms and Conditions of Delivery are applicable to all offers made by Frog for and to all agreements entered into with Clients, including related agreements, and to all other legal relationships, which exist between Frog and the Client as a result of the implementation of these agreements between Frog and the Client, inasmuch as these have not been explicitly deviated from in writing. The applicability of the Client's General Terms and Conditions is explicitly ruled out.

Article 2 - Definitions

The below definitions will have the following meaning in these General Terms and Conditions of Delivery.

Frog: Frog AGV Systems BV, and the companies and/or partnerships affiliated to it.

Client: the party to which Frog makes an offer or with which Frog enters into an agreement to deliver products.

Good or Goods: Automated Guided Vehicles (AGVs), systems, installation, equipment and other movable goods, as well as components of and for them, including but not limited to operating software.

Service or Services: assembly, taking into operation, supervision, revision, service provision, paid advice and/or service and maintenance work.

Products: Goods and/or Services.

Article 3 - Offers and Agreements

3.1 All offers of Frog are made without engagement. The agreement is concluded on the day the written agreement is signed by both parties or on the day the written order confirmation is sent by Frog or at the moment at which Frog commences implementation, noting that the content of the agreement is formed by the agreement signed by both parties or the written order confirmation from Frog or the documentation of Frog on which Frog has based commencement of execution of the work.

3.2 Images and drawings and other information issued, including in digital form, which are not referred to explicitly in the offer or the agreement, are not binding. Images and drawings issued, as well as the intellectual property rights contained in them, remain the property of Frog at all times. The recipient is responsible for ensuring that these are not copied and/or made available to third parties, or provided for inspection.

3.3 Weights, dimensions, capacities, prices, yields and other data included in catalogs, prospectuses/brochures, circulars, advertisements, images, price lists, mailings, websites and similar have the nature of no-obligation indications.

3.4 Frog does not guarantee that the Products are suitable for the use intended by the Client, unless the agreement clearly specifies the usage objectives and without reservation. The Client has the principal responsibility to assess whether the products are suitable for the purpose for which the Client wishes to use them and bears the full risk for its choice.

3.5 Frog reserves the right to change the construction and realization of its Products if this does not negatively affect the quality, if it is considered within reason, in its opinion.

3.6 All intellectual and industrial property rights developed under the Agreement or provided products, software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, quotations and preparatory material remain exclusively with Frog, its licensors and/or suppliers. The Client acquires only the usage rights allocated under these terms and conditions and under the law. Each different or further right of the Client is excluded. Accruing to the Client's right to use is non-exclusive and non-transferable to third parties.

Article 4 - Prices and Payment

4.1 The prices stated by Frog are exclusive of turnover tax (VAT) and other taxes and/or government taxes, whether imposed by central or local government bodies.

4.2 All payments must be made in the agreed currency, without any deduction, suspension or set-off, to the bank account stated on the invoice of Frog. Frog is at all times entitled to request security for payment from the Client at the expense of the Client. Unless otherwise determined by Frog, payments made by the Client serve at all times initially as payment for all interest and costs owed and secondly as payment for the oldest payable invoices, even if the Client states that the payment relates to a subsequent invoice.

4.3 In the case of an overdue payment, the Client will owe the refinancing interest of the European Central bank plus eight percent from the due date, as well as the full actual judicial and extrajudicial collection costs incurred in the context of collection, without any notice of default being required.

4.4 In the event that one or more cost-price factors increases after the date the agreement comes into effect, even if this is due to foreseeable circumstances or due to changed government regulations, then Frog will be entitled to increase the agreed price accordingly.

4.5 The agreement includes the authorization of Frog to separately charge for additional work to be performed or already performed on behalf of the Client as soon as the chargeable amount is known, including, as appropriate, as an advance payment on the basis of an estimate of the costs (to be) incurred.

4.6 Subject to Article 16, in the event that the Client does not properly or timely meet its payment obligations or its obligation to provide security and in case of bankruptcy or an application for bankruptcy, a suspension of payments, including a provisional suspension of payments or a similar state of insolvency in the country in which the Client has offices and in the event of discontinuation of operations or liquidation of the Client's business, Frog is entitled to demand immediate settlement of all amounts owed.

4.7 Unless otherwise agreed, thirty percent (30%) of the price must be paid on placement of the order, thirty percent (30%) when initial production or work has commenced, thirty percent (30%) at the moment the order is ready for shipment and ten percent (10%) after acceptance in accordance with Article 10.3. The invoices sent by Frog must be paid within 30 days of the invoice date.

4.8 For the provision of Services and if no set price has been agreed, Frog may charge the following costs in any event for the performance of services:

- hours spent (including travel time) based on its timesheets at the rates applicable on the day of execution of the services and per diem amounts referred to in the offer;
- travel and accommodation expenses in the broadest sense, including travel-related visas and insurance;
- costs of the materials to be used and/or processed and storage thereof;
- expenses related to telephone, fax, telegrams, telexes, messages, postage, etc.;
- other costs incurred

4.9 In the event that shipment/delivery of the goods cannot take place as a result of force majeure, which affects Frog, or as a result of circumstances, which can be borne by the Client, and security has been provided for the payment of goods by a bank or another third party or a bank or another third party has opened documentary credit, Frog can have the as-yet unpaid portion of the principal amount paid out by the bank or the other third party on presentation of a proof by a custodian when the custodian has stored the goods. Storage will take place at the expense and risk of the Client. The day, on which the goods are placed in storage by Frog, it is considered as the shipment or delivery date.

Article 5 - Delivery

5.1 Goods are delivered Ex Works according to the Incoterms applicable on the day of the offer. Partial deliveries are permitted.

5.2 The agreed delivery period for products commences on the day (i) that the agreement has been signed and (ii) when all information required for the work by Frog have been received and (iii) the agreed advance payments have been made by the Client and (iv) the agreed security payments has been made available by the Client.

5.3 All (delivery) deadlines stated or agreed by Frog are determined to the best of its knowledge on the grounds of the information known to Frog at the time the agreement was concluded. Frog will properly exert its best efforts to meet the agreed (delivery) deadlines. Frog will not be in default as a result of the mere overrun of a stated or agreed (delivery) period. In all cases, even if parties have explicitly agreed to a final deadline in writing, Frog will not be in default as a result of delay until the Client has given a written notice of default. Frog will not be bound by (delivery) periods, including final deadlines, which can no longer be met as a result of circumstances beyond its control after entering into agreement terms. Nor is Frog bound by delivery periods, including final deadlines, if the parties agree to modify the content or scope of the agreement (additional work, modification of specifications, etc.). If there is a threat that an infringement of any period will occur, Frog and the Client will consult with one another as quickly as possible.

5.4 A contractual penalty or fixed compensation for loss relating to a delay of the delivery period shall be deemed to be sole and full compensation for the consequences of late delivery. Such a penalty or liquidated damages is never payable if the delay of the delivery period is the result of force majeure as described in Article 14 or is (partly) caused by the Client.

Article 6 - Facilities/Data

6.1 The following facilities and timely data will be made available by the Client, in consultation with Frog and without Frog being liable for any costs:

6.1.1 an appropriate workplace as close to the location as possible where the services are being offered/performed;

6.1.2 the auxiliary workers deemed necessary by Frog to aid workers to provide skill, which is determined professionally by Frog, for the performance of the work, such as fitters, welders, bench fitters, electricians and, if necessary, masons, carpenters and other skilled workers/craftsmen;

6.1.3 a) the buildings are in a condition ready for fitting, foundations, electrical wiring, etc., at the site of the work and the site is in good condition for the fitting of the Goods;

b) all electrician work, lifting and breaking, soil, carpentry, foundation, painting and other similar work, does not form an integral part of the Products to be supplied by Frog;

c) the auxiliary materials deemed necessary by Frog for the performance of work, such as winching equipment, welding and grinding machines, oils and grease, polishing and sealing materials, electricity, heating and lighting, means of transport, roads required for transport, etc.;

d) a dry, lockable and protected space, which is secured against theft, to store goods, tools, etc., in the direct vicinity of the site of work and the timely transportation of the delivered goods, etc., to this site;

e) a suitable room for employees of Frog and its subcontractors, which is secured against theft and heated with lighting, with an ICT connection (including an ADSL line with internet connection), washing facilities, first aid facilities and all necessary measures to protect persons and objects at the site of work;

f) the legally required safety standards, as these are applicable to the work and the requisite resources. The Client will timely inform employees of Frog and its subcontractors of said regulations. In case of violation of these regulations, the Client will notify Frog of this effect.

g) work permits and all other permits, such as any legally required permits in order to perform overtime if work must take place outside of the normal working hours of the Client's business by the employees of Frog or its subcontractors and for the presence of a representative of the Client;

h) information about local taxes and other national regulations and rules relating to the work to be carried out by Frog for the Client;

i) availability of the best medical care in the country where the work is being carried out in the event of illness of or an accident occurring to employees of Frog or its subcontractors and any costs related to the replacement of employees, who are unfit/incapacitated for work;

j) all (raw) materials required for the commissioning and testing of Goods or the provision of services.

6.1.4 the necessary documentation, which includes an approved layout, drawings and other required data and permits needed for the commencement and execution of operations.

Article 7 – Government Regulations/Safety

Compliance with many requirements relating to safety and working conditions is influenced by factors that Frog has no or little influence on or has little or no knowledge of. In this context, Frog does not guarantee that the Products comply with all local regulations concerning safety and working conditions. The Client is and remains solely responsible for such compliance.

Article 8 - Software

8.1 If the sold Goods or the provision of Services consist of or include software, such as the computer and operating programs and the associated documentation, Frog grants the Client a non-exclusive, non-transferable right to use this software as prescribed, as applicable in combination with a supplied Good (if the software is delivered for a supplied Good), without prejudice to this right to dispose of this usage right under the same conditions in combination with the Good.

8.2 If the delivery (development) of software - for example, other than standard operating software of AGVs - forms part of an agreement, the parties shall, in consultation, specify in writing, which software will be developed by Frog and how this will happen. Frog will carry out the development of the software with care on the basis of the data provided by the Client, which is data that is guaranteed to be accurate, complete and consistent. Frog is entitled, but not obliged, to investigate the accuracy, completeness or consistency of the data, specifications or designs made available to it and if it encounters any imperfections, the agreed work will be suspended until the Client has eliminated the imperfections.

8.3 Frog will deliver and install the software, which is to be developed in accordance with Article 8.2 of the Client under the agreed specifications set down in writing, as much as possible. Installation is only applicable if an installation is to be carried out by Frog, which has been agreed upon in writing. If there are no explicit arrangements made, the Client will install, set up, design parameters and tune the software, and if necessary modify the used equipment and operating environment and acceptance will take place after receipt of the software. Unless explicitly otherwise agreed, Frog is not required to perform data conversion. If it has been explicitly agreed that Frog – after installation – also tests the software (final trial), then the completion of the installation shall be considered as a final acceptance.

8.4 Any copyright indications must not be removed by the Client. The Client is aware that the software contains confidential information and corporate secrets of Frog or the supplier and will ensure that the software is kept secret and is not disclosed to third parties. Frog is entitled to take technical measures to protect the rights of Frog or third parties on the software.

8.5 The Client is permitted for security purposes to make a maximum of two copies of the software, which must be fitted with the same Frog labels and identifications as the original material.

8.6 The Client is not permitted to modify, decompile or analyze the software, or to copy it in any way other than as stated in Article 8.5, and/or to make it available to third parties.

8.7 The source code of the software will not be made available to the Client, unless otherwise agreed.

8.8 With the exclusion of the provisions in Articles 11.2, 11.3 and 11.4, for a period of 90 days after the Ex-Works delivery or after acceptance as referred to in article 8.3, Frog will work to the best of its ability to recover all errors in the software within a reasonable period, with such errors being defined as reproducible deviations compared to the specifications of the software provided, which were present at the time of availability and which substantially limit the use. In this context, Frog is entitled to implement temporary solutions, program bypasses or problem-avoiding restrictions in the software. Frog does not guarantee that the software is error-free.

8.9 Frog cannot be held liable for damage or loss resulting from the loss of electronic data.

Article 9 - Ownership

9.1 Ownership of the goods shall only pass to the Client, once the Client has fully met all its obligations under all relevant agreements with Frog regarding the supply of Products.

9.2 The Client is not entitled, in any form whatsoever; to dispose of, encumber, pledge the Goods or to transfer control of them to third parties, before ownership of the Goods has been transferred.

9.3 For as long as the retention of title applies, Frog is entitled to unhindered access to the Goods. The Client shall provide assistance to Frog in order to give Frog the opportunity to enable the retention of title contained in Article 9.1 by means of repossession of the Goods, including any dismantling, which may be required in this context.

9.4 In the event that third parties wish to establish or exercise any right to the Goods supplied under the retention of title, the Client is required to notify Frog of this effect as quickly as can reasonably be expected.

9.5 The Client undertakes:

9.5.1 to insure and keep all supplied Goods insured under retention of title against all forms of damage and theft, and make the insurance policy available for inspection.

9.5.2 to pledge to Frog of all claims of the Client on insurers in respect of Goods supplied under retention of title and the claims which the Client acquires against its customers in the event of the resale of Goods supplied by Frog under retention of title;

9.5.3 to identify the Goods delivered under retention of title as the property of Frog;

9.5.4 to grant its cooperation in other ways with all reasonable measures to protect its Frog proprietary rights of the Goods supplied and which do not hinder or interfere the Client in the normal business operations.

9.6 In the event that Dutch law is not, or is only partially, applicable to this retention of title, contrary to the provision in Article 19 of these General Terms and Conditions of Delivery, and the law which is then applicable does not permit a retention of title in accordance with this Article 9 of these General Terms and Conditions of Delivery, Frog will be entitled to all other rights which the applicable law allows Frog to retain over any other claimants entitled to the Goods. The Client grants Frog, now for then, an irrevocable power of attorney to represent and sign all deeds, on behalf of the Client, which are necessary to establish such other rights as required, and will provide the necessary cooperation.

Article 10 - Transfer of Risk/Final Trial/Acceptance

10.1 The risk for the Goods shall pass to the Client under the applicable Incoterm. In the event that Frog carries out work on existing Goods of the Client, these always remain at the Client's risk.

10.2 If a final trial has been explicitly agreed, the Client will be entitled to be present. Until and during the final trial, the Client is not permitted to use the Products for production or operational purposes. Frog is obliged to timely notify the Client as to when the final trial will take place in order to give the Client the opportunity to be present or to be represented by specialized authorized employees or third parties. The agreed properties of the supplied Products will be tested in the final trial in accordance with Frog's instructions. Frog will make a final trial report available to the Client. If the Client or its authorized representative is not present at the final trial, Frog will inform the Client of the final trial report. The Client is then unable to dispute the accuracy of the final trial report. In the event of defects, which do not substantially prevent the functioning of the Products, the final trial will nevertheless be deemed to have been completed successfully. Frog is required to remedy these defects within a reasonable period. If the final trial is not completed successfully, Frog will be given the opportunity to repair the encountered defects and a new final trial will be held within a reasonable time frame.

10.3 Products shall be accepted by the Client on the first of the following times:

- if no final trial as provided in Article 10.2 has been agreed to at the time of delivery (in accordance with the applicable Incoterm) of the Good has been completed or the moment that Frog notifies the Client that the implementation of the Service has been completed, or;
- if a final trial as referred to in Article 10.2 has been agreed, at the time it was successful or the moment the Products are taken into use by the Client if this moment is earlier. If a final trial as referred to in Article 10.2 has not taken place within a period of one week after Frog has notified the Client that the final trial can take place for reasons which are beyond the responsibility of Frog, the Client shall have accepted the Products as of that moment.

10.4 If the Products are delivered and tested in phases and/or components, the non-acceptance of a particular phase and/or component does not affect the acceptance or non-acceptance of an earlier phase and/or a different component.

10.5 Acceptance in one of the ways referred to in Article 10.3 means that Frog is fully discharged for performing its obligations concerning the delivery and if installation has been agreed by Frog in specific cases, also its obligations regarding the installation. Acceptance does not affect the rights of the Client on the grounds of minor defects as referred to in Article 10.6, and Article 11 regarding the guarantee.

10.6 Acceptance cannot be withheld on grounds other than those related to the explicitly agreed specifications between the parties, nor because of the existence of minor errors, which do not reasonably impede operational or productive usage.

Article 11 - Warranty

11.1 Frog does not provide any warranty (explicit or implicit) other than that described specifically in the agreement or in these General Terms and Conditions of Delivery. This guarantee is only applies to the Client and is non-transferable.

11.2 The warranty period for Goods and Services is six months. The warranty period starts from the moment of acceptance as referred to in Article 10.3 or, if the period referred to hereafter should expire earlier, eight months after the Goods have been completed for delivery.

11.3 During the warranty period, Frog only guarantees, with regard to the Goods, the soundness of a) the implementation of its construction and b) the materials used in the Goods supplied by Frog. Frog will repair defects, which fall under this warranty free of charge, at the discretion of Frog, by repair or replacement of the defective Goods, including at the Client's premises if applicable, or by delivery Ex-Works of a Good as replacement, all at Frog's discretion. All costs which exceed the obligation described in the preceding sentence, including but not limited to transportation, travel and accommodation expenses, labor costs, costs for dismantling and reassembly shall be at the expense and risk of the Client. No guarantee is given for consumables or for wear and tear parts.

11.4 During the warranty period, Frog only guarantees, regarding the Services, that it has been skillfully performed. If a Service has not been performed skillfully, Frog will perform it again, free of charge.

11.5 The warranty provisions and the provisions stated in Article 8.8 apply only if:

- a. the payment obligations has been met by the Client;
- b. the operating and/or maintenance instructions and any other instructions provided by Frog, have been followed;
- c. the Client or a third party assembles and/or dismantles and/or repairs and/or takes into operation and/or modifies the supplied Products without the written permission of Frog;
- d. the defect is not the result of normal wear and tear;
- e. there is no misuse nor defects resulting from compliance with government regulations or defects as a result of following instructions of the Client;

- f. warranty claims are submitted to Frog in writing within a reasonable time period after the discovery of any defect, and within seven days after the expiration of the warranty period, together with documentation justifying the warranty obligations;
- g. the Product in question is one for which Frog has received a consideration;
- h. no actions or omissions have taken place by or at the instructions of the persons made available by the Client to Frog.

11.6 In the event that Frog replaces goods in compliance with its guarantee obligation, the replaced goods will become the property of Frog at the moment of replacement and will be made available to Frog.

11.7 After acceptance in accordance with Article 10.3 of these General Terms and Conditions of Delivery, Frog's liability, with regard to the obligation of Frog to comply with the agreement, is limited to compliance with the warranty obligations stated in Article 11 of these General Terms and Conditions of Delivery.

Article 12 - Liability for Damages/Loss

12.1 Frog accepts no liability on any basis whatsoever for damages or loss, which consists of, applies to or relates to:

- loss of profits;
- reduced revenue;
- loss of sales or production;
- stoppage of or delay in the production process;
- total or partial damage to or loss of the Goods supplied by or on behalf of Frog (notwithstanding the provisions in Article 11);
- depreciation of Products;
- retrieval of Goods;
- damage to goodwill and/or reputation and/or brands;
- delivery of Products for which Frog does not receive any consideration;
- actions or omissions by the persons made available to Frog by or on behalf of the Client, even if these persons are acting upon the instructions of and/or under the supervision of Frog;
- pure financial or net asset loss;

and irrespective of whether the damage/loss has occurred to the Client or to a third party. The aforementioned exclusion of liability does not apply if and when a person, who is charged by Frog with leadership of the enterprise of Frog, can be accused of intent or willful recklessness for causing the damage/loss.

12.2 Where the liability is not excluded and without prejudice to the provision in Article 5.4 and in the final sentence of Article 12.1, the liability of Frog for damage/loss is at all times limited to a maximum of 20% of the order amount or a maximum of €100,000 if this amount is lower than the former maximum amount.

12.3 A claim for damages/loss will lapse if the Client does not notify Frog in writing within one month after the events have occurred, which provide or could provide the basis for the claim, stating all relevant information and hold Frog liable. If the Client has notified Frog and held Frog liable, with due observance of the provision in the preceding sentence, the claim for damages/loss will nevertheless be invalid if the Client does not bring a legal action against Frog within six months of the notification to the competent body.

12.4 The limitations of liability contained in these General Terms and Conditions will be deemed to have been stipulated also on behalf of third parties involved by Frog in the supply of the Product.

Article 13 - Indemnification

The Client indemnifies Frog against each claim of a third party against Frog for compensation for loss, which the third party said suffers or claims to have suffered from fully or partly as a result of the use or application of products supplied to the Client by or on behalf of Frog. However, the Client is not required to indemnify if and inasmuch as the Client can show that Frog would be liable for the loss of the Client if the Client itself had held Frog liable for payment of the loss.

Article 14 - Force Majeure

14.1 The term force majeure means any circumstances, which impede compliance with the agreement, whether temporarily or permanently, and which cannot be attributed to the party, who invokes force majeure. The term force majeure will, in any event, include strikes, lockouts, molding defects, measures taken by authorities, state of war and siege, fire, natural disasters, epidemics, a lack of raw materials and/or labor needed for the delivery of Products, transport problems in the transport of the Products by Frog, failure to meet delivery obligations by suppliers of Frog and problems in sending or receiving electronic messages and data. Force majeure, as described above, which affects suppliers or other third parties that Frog is dependent on, is also seen as force majeure that will have an impact on Frog.

14.2 Force majeure shall be reported within fourteen days after it has occurred by the party, who invokes force majeure. If the Client invokes force majeure, Frog is entitled to charge additional costs, including but not limited to waiting hours and additional travel and accommodation expenses, to the Client. If the force majeure situation comes to an end, the party who invokes force majeure must immediately notify the other party in writing of this effect.

14.3 During the force majeure, the delivery and other obligations of both parties are suspended. If the force majeure period lasts longer than six months, each party is entitled to terminate the agreement fully or partly, without there being any obligation to pay compensation for loss.

14.4 If Frog has already performed part of the work, either by manufacturing or by partial delivery of Products, it is entitled to a reasonable compensation of the costs of this performance which it incurred up to the moment the force majeure came into effect.

14.5 If Frog is unable to deliver on time as a result of force majeure, it will ensure that the Products are stored at the expense and risk of the Client, without prejudice to the timely obligation of the Client to meet outstanding installments.

Article 15 - Complete Components that Frog sources from third Parties, stipulated Subcontractors and Goods

15.1 For complete components which Frog sources from third parties and which Frog supplies as complete components or builds in without making any changes to them, the terms and conditions of delivery of the third party apply if and inasmuch as these contain more stringent limitations than those stated in these General Terms and Conditions of Delivery of Frog and these additional restrictions have been notified to the Client.

15.2 If the Client stipulates that Frog must use specific Goods or suppliers, this is the risk of the Client. Frog cannot be held liable if it becomes apparent that the said Goods are unsatisfactory or if it becomes apparent that the said suppliers do not or cannot properly or timely perform their work.

Article 16 - Suspension

Without prejudice to its other rights, Frog is entitled to suspend its obligations (including delivery) under the agreement, if the Client does not (promptly) comply any of the obligations under the agreement or in the event of force majeure. In the event that Frog exercises its right of suspension, Frog is entitled to set a final remedy deadline for the Client, after which Frog is entitled to fully or partly terminate the agreement without any further obligation to pay compensation, without prejudice to its other rights.

Article 17 -Termination

Notwithstanding Article 14.3, the Client is only entitled to fully or partly terminate the agreement if Frog remains in default of compliance with an essential obligation in the agreement, despite repeatedly being served notice of default covering a given unfulfilled obligation with a reasonable recovery period and the Client has demonstrably suffered loss as a result of the said noncompliance. The right of the Client to order termination in or out of court will expire six months after the events have occurred, which give or could give grounds for termination.

Article 18 - Final Provisions

18.1 Frog is entitled to engage third parties in the realization of its obligations.

18.2 The Client is not entitled, without the written permission of Frog, to transfer its rights and obligations arising from the agreement to third parties in any way.

18.3 The headings of the articles are for general reference indicating the content of the article.

18.4 If any article in these General Terms and Conditions of Delivery turns out to be void, voidable or otherwise non-binding, it will be replaced with an article, which approaches the nature and intention of the void, voidable or otherwise non-binding article as much as possible.

18.5 Upon termination or in the event of nullity of the agreement, for any reason whatsoever, these General Terms and Conditions of Delivery will remain applicable, if they have independent meaning and/or if they are stipulated for the purpose of arranging the consequences of the termination or nullity, including but not limited to the provisions relating to confidentiality, delivery, penalty clauses, liability, jurisdiction and applicable law.

Article 19 - Applicable Law/Disputes

19.1 All offers and/or agreements made by and/or entered into by Frog, including any related agreements and therewith all disputes arising from them are exclusively subject to Dutch law.

19.2 Any disputes that may arise in the context of the offer made by Frog and/or agreements between both parties, including related agreements, will be settled by the competent court of the District Court in Utrecht, the Netherlands. Frog is also entitled to bring legal action against the Client before the competent court in the country where the Client is established or has offices, albeit for the court in the town/city where the Product is located.