



**GENERAL TERMS AND CONDITIONS OF SALE**  
**HYDRO EXTRUSIONS in the Netherlands**

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**A. DEFINITIONS**

In these terms and conditions the following terms will have the following meaning:

**Terms and Conditions of Sale:** the present Terms and Conditions of Sale of Hydro.

**Agreement:** the agreement governing the sale and delivery of goods and/or the performance of Services by Hydro, entered into between Hydro and a Counterparty.

**Products:** all goods, however named or of whatever nature, to be delivered by Hydro to a Counterparty on the basis of an Agreement.

**Hydro:** the following Hydro entities in the Netherlands

- Hydro Extrusion Hoogezand B.V.,  
Nijverheidsweg 9  
9601 LX Hoogezand  
Chamber of Commerce no. 02319111
- Hydro Extrusion Drunen B.V.  
Alcolaan 1  
5151 RW Drunen  
Chamber of Commerce no. 17205947  
including its following branches:
  - Hydro Pole Products  
Alcolaan 1 and 12  
5151 RW Drunen as well as
  - Hydro Extrusion Harderwijk  
Industrieweg 15  
3846 BB Harderwijk

**Counterparty:** any natural person or legal entity with which Hydro enters into an Agreement, or to which Hydro makes an offer.

**Services:** all services, however named or of whatever nature, performed by Hydro for a Counterparty on the basis of an Agreement.

**B. APPLICABILITY**

- All offers and/or quotations and all Agreements concerning the sale and delivery of goods and/or the performance of Services by Hydro are exclusively subject to these Terms and Conditions of Sale. Counterparties that have contracted on the basis of the Terms and Conditions of Sale agree to the applicability of the Terms and Conditions of Sale to future and/or subsequent agreements with Hydro.
  - Hydro explicitly rejects any general (purchase) conditions used by the Counterparty and other stipulations which differ from the Hydro terms and conditions, unless explicitly accepted by Hydro in writing.
  - If any provision or part of a provision of the Terms and Conditions of Sale becomes wholly or partially non-binding for whatever reason, this will not affect the binding nature of the remaining provisions of the Terms and Conditions of Sale, or of the remaining part of the provision in question.
  - The Terms and Conditions of Sale also extend to the benefit of third parties which Hydro engages in the performance of the Agreement.
- C. OFFERS AND AGREEMENTS**
- All Hydro's price lists, offers and quotations are non-binding, unless explicitly stated otherwise. Offers by Hydro may not be copied without Hydro's permission, nor be submitted to third parties for perusal.
  - Agreements (and amendments thereto) are only entered into after written or electronic (order) confirmation by Hydro, or by virtue of the (commencement of) actual performance of the Agreement by Hydro.
  - In case of Agreements for which, due to their nature and the scope of the work, no offer/quotation or order confirmation is issued, the invoice will be deemed to fully and correctly reflect the Agreement, except when a claim to the contrary is made in writing within 8 days of the invoice date.
  - Hydro is at all times entitled to refuse orders and/or assignments, or to stipulate additional conditions for the delivery and/or performance of the work. The Counterparty is not entitled to compensation in a situation as referred to in this article.
  - Documentation issued by or on behalf of Hydro during or after entering into the Agreement, including (processing) recommendations, regulations and/or manuals, is non-binding, unless explicitly stated otherwise.
  - The Counterparty will ensure that any information which Hydro indicates to be essential, or which the Counterparty should reasonably understand to be essential, for the performance of the Agreement is provided to Hydro in a timely manner. If the necessary information is not provided in time, Hydro will be entitled to suspend the Agreement or to charge the additional costs resulting from the delay to the Counterparty. The performance period will not commence before the Counterparty has made the necessary information available to Hydro.
  - Constructions, designs, data and performance methods proposed by or on behalf of the Counterparty will be for the risk and expense of the Counterparty. Hydro does not bear any responsibility for the related content and is not liable for losses or damages caused by Hydro using incorrect and/or incomplete information issued by the Counterparty.
  - Hydro is entitled to engage third parties in the performance of the Agreement if Hydro considers this necessary or desirable for the correct performance of the Agreement. The related costs will be charged to the Counterparty. If possible and/or necessary, Hydro will liaise with the Counterparty in relation hereto. The applicability of Article 7:407, paragraph 2 of the Dutch Civil Code is explicitly excluded.
- D. PRICES, CHANGES, CONTRACT VARIATIONS**
- All prices referred to in Hydro's offers are expressed in Euro (€) and are net, excluding tax(es) and/or levies (such as turnover tax, import and export duties and environmental levies), unless explicitly indicated and/or agreed otherwise.
  - Prices include standard packaging and are based on one-off delivery, unless agreed otherwise. If the Counterparty requests packaging which differs from the standard packaging, this different packaging will be for the Counterparty's risk and expense. If the parties agree that Hydro will also assemble the Products delivered, the assembly prices will be based on uninterrupted assembly, unless agreed otherwise.
  - In the event of an increase in cost-determining elements after the offer has been made and/or between the time the agreement was entered into and its complete fulfilment, Hydro will be entitled to increase the price, irrespective of the foreseeability of the increase. Cost-determining elements include, but are not limited to, cost increases resulting from increments or changes to wages, charges, taxes, rights, retributions, freight costs, levies, prices of raw materials and energy, as well as exchange rate changes, increases in the costs charged by suppliers and/or subcontractors, and due to changes in law. The price increase will apply to those parts of the Agreement which have not yet been performed. If the Counterparty notifies Hydro in writing that it does not agree with a price increase, within 14 days after Hydro has informed the Counterparty of a price increase as described above, Hydro has the right to cancel the Agreement for the part not yet performed, without becoming liable for damages.
  - Hydro is entitled, even in the absence of a notification to or consultation with the Counterparty, but always with due regard to the requirements of reasonableness and fairness, to replace and/or modify Products and/or perform additional work if Hydro deems this necessary for the proper and expert performance of the Agreement, or when this has become necessary pursuant to new or amended (governmental) regulations.
  - Any changes to the order requested by the Counterparty after the Agreement has been entered into, may result in the originally agreed delivery term or the deadline for providing Services being exceeded. Changes to the original order by or on behalf of the Counterparty, resulting in higher costs than originally offered, will be charged on to the Counterparty.

- Any changes to the order, either due to special instructions by the Counterparty, as a consequence of a change in design, due to provided information not corresponding to the actual performance of the order, or due to deviations from the agreed quantities or defined scope, should, if they result in additional costs, be regarded as additional work and to the extent they result in reduced costs to reduced work. Additional work will be calculated on the basis of the price-determining factors valid at the time the additional work is performed. A reduction in work will be calculated on the basis of the price-determining factors valid at the time the Agreement is entered into.
  - If the reduction in work results in an unreasonable reduction in the planned production capacity or to downtime in the production capacity, resulting in costs and/or loss of profits, the related costs will be charged to the Counterparty.
  - Hydro is entitled to charge the additional work it performs separately. Without prejudice to the provisions elsewhere in this article, additional work is defined as everything which Hydro has delivered, applied and/or performed in excess of the quantities and/or work explicitly agreed to in the Agreement and/or the order confirmation.
- E. PAYMENT**
- Payments must be made within thirty days of the invoice date, unless a different payment term is agreed in writing. If the Counterparty fails to pay in time, it will be legally in default without any demand or prior notice of default being required.
  - If the Counterparty does not pay any amounts due in time, statutory interest will be payable on the (invoice) amount as from the invoice due date until the moment of full payment.
  - All judicial and extrajudicial costs relating to the collection of amounts due by the Counterparty will be charged to the Counterparty without a notification being required on Hydro's part. The extrajudicial costs amount to at least 10% of the invoice amount(s) with a minimum of € 1,000.
  - Hydro is authorised at all times to demand a down payment, prepayment and/or security from the Counterparty prior to delivery. Hydro has this authority also during the term of the Agreement and in relation to subsequent agreements. If the Counterparty does not comply with a request to provide down payment or prepayment and/or security, Hydro will be entitled to dissolve the Agreement and claim compensation for damages. The Counterparty cannot invoke any rights regarding performance of the Agreement until the requested down payment, prepayment and/or security has been provided. The Counterparty is obliged to inform Hydro of any inaccuracies in issued or stated payment details without delay.
  - If the Counterparty defaults on a payment to Hydro and/or if the Counterparty fails to meet any obligation arising from the Agreement and/or these Terms and Conditions of Sale, all Hydro's claims against the Counterparty will become immediately due and payable, without any further notice of default being required and Hydro will furthermore be authorised to suspend its (continued) fulfilment of all Agreements with the Counterparty. Payments by or on behalf of the Counterparty are deemed to consecutively settle the due extrajudicial collection costs, the judicial costs, the payable interest and thereafter, in order of age, the outstanding principal amounts, irrespective of any instructions to the contrary by the Counterparty.
  - Without Hydro's explicit prior permission, the Counterparty is not entitled to suspend its payment obligation(s) vis-à-vis Hydro, or set off and/or compensate its obligations against any claim it has against Hydro on any account. The Counterparty cannot invoke a right of retention vis-à-vis Hydro.
  - Hydro is entitled at all times to set off (enforceable) claims vis-à-vis the Counterparty against amounts it owes the Counterparty or - to the extent possible - companies affiliated to the Counterparty.
- F. DELIVERY AND TRANSFER OF RISK**
- Deliveries will take place on a 'Delivered At Place' (DAP - Incoterms 2020) basis to a location agreed in the Agreement, unless explicitly agreed otherwise. Hydro will determine the method of delivery and transportation in order to fulfil its delivery obligations. If the Counterparty issues special instructions with regard to the delivery or transportation, these will be implemented entirely at the risk of the Counterparty.
  - Delivery dates stipulated by Hydro by which Products are to be delivered and/or Services performed, will be considered approximate dates and not deadlines, unless explicitly agreed otherwise in writing.
  - In the event of late delivery, or the late performance of Services, Hydro will only be in default after a written notice of default has been issued.
  - If firm (delivery) deadlines are exceeded, or in the event of default after a written notice of default has been issued, the Counterparty will not be entitled to compensation and/or non-fulfilment of any obligations resulting from the Agreement, but will have the option to demand fulfilment of the Agreement within a reasonable new deadline set by the Counterparty, or to dissolve the Agreement for the part not yet performed. Deviation from the above is only possible in the event of gross negligence on the part of Hydro, which must be demonstrated or proven satisfactorily by the Counterparty.
  - The Counterparty is obliged to take Products within the delivery and/or call-off terms stated hereto in the Agreement. If the Agreement only stipulates that the Counterparty will call off Products within a certain period and no additional deadlines have been set regarding the call off, the Counterparty will be obliged to take Products gradually and spread over the period in question, taking into account seasonal circumstances. If Hydro is of the opinion that the Counterparty fails to comply with its obligations, Hydro is entitled to set a deadline by which the Counterparty is obliged to take (part of) the Products.
  - If the Counterparty fails to take the Products with due regard of the provisions of this article, the Counterparty will be legally in default and all consequences will be for its account, including the costs of storage. More specifically, Hydro is in such case entitled to dissolve the Agreement and/or claim compensation for damages.
  - Hydro is entitled to deliver Products in batches or perform Services in phases, which batches/phases may be invoiced separately. The Counterparty will be obliged to pay the batches/phases in accordance with the provisions in these Terms and Conditions of Sale. If an Agreement is to be executed in phases, Hydro may suspend execution of those parts which pertain to a subsequent phase until the Counterparty has approved the results of the previous phase in writing.
  - Under no circumstances may Products delivered by Hydro be returned without Hydro's prior written approval.
  - In the event of force majeure, or when a delay is caused by an action or omission - whether culpable or otherwise - by the Counterparty or a third party, the delivery period, or the period for performing Services, will be extended by at least the duration of the delay.
- G. COMPLAINTS AND RETURNS**
- The Counterparty is obliged to examine or inspect the Products immediately upon delivery. If the Counterparty thereby observes visible defects or shortcomings, the Counterparty must report these to Hydro in writing immediately upon delivery. When the Counterparty fails to do so the Counterparty will be regarded as having approved the delivery, and any claims against Hydro in relation to the visible defects or shortcomings will lapse. By signing the bill of lading, transportation documents or similar documents by, or on behalf of, the Counterparty, the latter is regarded as having accepted or approved the Products delivered by Hydro.
  - The Counterparty must submit complaints regarding non-visible defects or shortcomings to Hydro in writing immediately, or at least within 8 days after they have been discovered, and before the end of the guarantee period. Failure to do so will have as a consequence that any claim against Hydro in relation to the defects or shortcomings will lapse. Complaints concerning Hydro's invoices must be submitted in writing within 8 days after the invoice date. Failure to do so will have as consequence that the invoice will be considered correct and complete and that any related claim against Hydro will lapse. Returns will only be accepted after prior written permission from Hydro. Any risks and costs relating to returns will be for the account of the Counterparty until the moment the Products are delivered at the original Hydro location.
  - Minor deviations in performance and/or quantities, which are usual or normal in the (extrusion) industry of the Product in question, will never constitute a cause for complaints. Minor deviations will include minor colouring differences or minor component errors, as well as minor deviations in quantities, with a 20% upward or downward deviation versus the agreed quantity being regarded as minor.
  - In the event of complaints relating to a shortage in Hydro's delivery, Hydro's liability will never go beyond supplementing the deficit.
  - A complaint by the Counterparty with regard to a certain delivery or Service will not suspend the Counterparty's (payment) obligation(s) in relation to the delivery or Service, or any other deliveries and/or Services, nor will it entitle the Counterparty to any set off.
- H. PERFORMANCE OF SERVICES**
- The parties can agree that Hydro will also assemble the goods it has delivered. In such case the price for assembly work will be mentioned separately in the offer or the Agreement. The assembly price will be based on uninterrupted assembly, without any delays caused by activities of third parties.
  - For storage of its delivered goods and assembly equipment, Hydro must be provided with an easily accessible, suitable, dry and safe space, free of charge. The Counterparty is furthermore obliged to make available the required connections to water, electricity and connections for smaller tools.
  - If the parties make agreements about the take-back of goods, parties will include in the Agreement arrangements concerning placement of containers, sorting and other relevant matters.
  - If the Counterparty does not comply with the agreements made, Hydro will be entitled to charge the resulting costs to the Counterparty.

5. For materials processed by Hydro (painting or anodising) a waste percentage of 3% will be applicable. If Hydro processes materials supplied by the customer, the customer will need to supply 3% above the nominal quantity.
6. No guarantee is provided for the processing of materials from third parties that have an alloy different to the alloys procured by Hydro.
7. During the execution of its Services, Hydro is bound by all relevant safety regulations, technical regulations and statutory requirements applicable at the time the assignment is executed, and Hydro will perform the services pursuant to the aforementioned regulations and requirements.
8. If work is performed by Hydro and/or third parties it has engaged, at the location of the Counterparty or a location designated by the Counterparty, the Counterparty will provide the facilities reasonably required by Hydro or the aforementioned third-party free of charge.

**I. FORCE MAJEURE**

1. In the event of force majeure on the part of Hydro, Hydro will be entitled – at its discretion – either to suspend the execution of the Agreement for the term of the force majeure, or to dissolve the Agreement in whole or in part, such without judicial intervention and without Hydro being obliged to pay any compensation.
2. Force majeure is defined as any circumstance which is beyond Hydro's control – even if foreseen at the time the Agreement was entered into – which permanently or temporarily prevents performance of the Agreement, or makes this onerous, as well as, insofar as not already included, war, flooding, pandemics, scarcity of materials, equipment or active ingredients, the lack of supplies essential to Hydro (such as raw materials, gas(oil), water and electricity), the withdrawal of permits, a lack of workers and other similar events and/or serious disruptions in the operations of Hydro or one of its suppliers. The above applies irrespective of whether the circumstances causing the force majeure occur in the Netherlands or in any other country.
3. If the force majeure occurs while the Agreement has already been partially executed, the Counterparty will be authorised, if the remaining delivery is delayed by more than two months due to the force majeure, either to retain the already delivered part of the Products and pay the due portion of the purchase price, or to dissolve the Agreement for the already executed part, subject to the obligation to return that which has already been delivered to the Counterparty for its own risk and account. The latter will only be allowed if the Counterparty can demonstrate that it cannot effectively use the part of the products already delivered due to the delay in delivery of the remaining part.

**J. LIABILITY**

1. Hydro is not liable for losses or damages caused by incorrect and/or incomplete information issued by or on behalf of the Counterparty, nor for losses or damages caused by inaccuracies or defects in the designs, illustrations, drawings, sketches, calculations, samples, specimens, examples, moulds, machines, tools, auxiliary materials, etc. issued by the Counterparty to Hydro.
2. Hydro is not liable for losses or damages caused by the incorrect or unauthorised use of Products by the Counterparty.
3. Any liability on the part of Hydro will lapse if the Products delivered to the Counterparty are mixed with other goods, or if the Products have been processed or are (otherwise) no longer identifiable.
4. Without prejudice to the limitation of Hydro's liability agreed to elsewhere in these Terms and Conditions of Sale, Hydro's liability is limited to the repair or replacement of the delivered Products or the re-performing of the Services. These Terms and Conditions of Sale will remain in full force and effect, also after redelivery or reperformance.
5. Hydro is not liable for any form of indirect losses or damages, including but not limited to consequential losses or damages, for example consisting of costs for removing, reinstalling or reassembling Products, direct or indirect immaterial losses, business interruptions, construction delays, loss of orders, loss of profits and processing costs.
6. Hydro will only be accountable for shortcomings on the part of Hydro in case of intentional acts or omissions or gross negligence on the part of a manager.
7. The Counterparty indemnifies Hydro against all third-party claims, of whatever nature, which are related to Hydro's performance of the Agreement for the Counterparty, including but not limited to, violations of patents, brands or user rights, trade models and/or other third-party rights.
8. In the event Hydro's liability in a particular instance is insured, Hydro's liability will be limited to the amount paid out by the insurer.
9. Any right to claim, including due to damages or claims to repair or replace Products or Services and/or deliver missing parts, will lapse if the shortcoming, defect, or damage is reported too late and will lapse in any event one year after delivery, unless otherwise agreed by the parties.
10. Goods owned by the Counterparty or third parties which, as a consequence of an agreement with the Counterparty, are stored at Hydro's site, will not be insured by Hydro against any risk. Hydro is not liable for losses of, or damage to, these goods.

**K. GUARANTEES**

1. If Hydro provides guarantee(s) for defaults in materials and/or manufacturing defaults and the Counterparty successfully invokes such guarantee(s), this will only mean that Hydro, at its discretion, will repair or replace the Products in question, or will refund (part of) the price paid by the Counterparty upon return of the delivered Products. If the Counterparty successfully invokes guarantee(s) for Services performed, this will mean that Hydro, at its discretion, will rectify the inadequate Services or will reperform them, or will (partially) dissolve the Agreement with a (pro rata) credit.
2. With regard to materials, goods, products and/or services procured by Hydro from third parties, Hydro will only be bound by an agreed guarantee with the Counterparty if and to the extent Hydro has obtained a guarantee from the third party involved.
3. A guarantee only applies if the defects become apparent within three months after delivery and/or completion of the (assembly) Services. If a different period is agreed in the offer or Agreement, either longer or shorter, this latter period will apply.
4. The Counterparty cannot derive any rights from any Hydro guarantee other than those referred to in paragraphs 1 and 2 of this article, and in particular not the right to any compensation for losses or damages occurring upon the use of the Products.
5. Any right to a guarantee lapses in the event of normal wear and tear, if third parties have carried out repairs on the goods in question, or if the instructions and guidelines issued by Hydro for maintenance, use, placement, storage etc. have not been observed, or if it is likely that the defects were caused by the manner in which the goods were handled by the Counterparty.
6. If the Counterparty does not fulfil any obligation which it has as a result of the Agreement concluded with Hydro, or a related Agreement, or does not do so properly or in a timely manner, any right the Counterparty has to invoke a guarantee will lapse.

**L. INTELLECTUAL PROPERTY**

1. Any (information contained in) offers, proposals, designs, moulds, dies, models, tools, illustrations, software, drawings, etc. and the related rights of industrial and intellectual property and equivalent rights (including copyrights, patents, etc.) and know-how, are and will remain the property of Hydro, even if the costs for their production have been charged to the Counterparty. The Counterparty is not permitted to copy any of the above in whole or in part, nor to make them available to third parties, or to allow their perusal and/or communicate their contents to third parties, unless Hydro has granted prior written permission thereto.
2. Hydro does not in any way guarantee that the Products delivered to the Counterparty do not violate any written or unwritten third-party intellectual and/or industrial property right.
3. Notwithstanding any other provisions in these terms and Conditions of Sale, if it has been agreed that the Counterparty will have the (exclusive) right to use dies, moulds, models, etc. made available by Hydro to the Counterparty, this (exclusive) right will end in the event of a seizure, a (provisional) suspension of payments or bankruptcy.

**M. SUSPENSION AND DISSOLUTION**

1. Hydro is entitled, without a notice of default and without judicial intervention, either to suspend the execution of the Agreement, or to dissolve the Agreement in whole or in part, such without being obliged to pay any compensation or provide any guarantee and without prejudice to any of its other rights, in the following cases:
  - If the Counterparty does not properly fulfil any obligation it has under the Agreement concluded with Hydro, or an agreement related thereto;
  - In case there is reasonable doubt that the Counterparty is, or will be, unable to fulfil its obligations vis-à-vis Hydro;
  - In the event of bankruptcy, suspension of payments, shutdown, liquidation, placement in receivership, or full or partial transfer of the Counterparty's business, including the transfer of a portion of its claims.
2. In each of the instances referred to in paragraph 1, all Hydro's claims against the Counterparty will become immediately due and payable in full. In addition, the Counterparty will be obliged to return any hired items and/or items Hydro is entitled to immediately and Hydro will be entitled to access the Counterparty's sites and buildings in order to take possession of the items in question. Any costs incurred and any losses or damages suffered by Hydro as a consequence hereof will be for the Counterparty's account.
3. Both in the event of a suspension as well as a dissolution of the Agreement, Hydro is entitled to demand immediate payment of the raw materials, materials, parts and other items it has reserved, started processing and manufactured as part of its performance under the Agreement. In the event of a dissolution and once the Counterparty has paid the aforementioned amount, it is obliged to take possession of the relevant goods. Upon failure to do so, Hydro is authorised to store these items for the Counterparty's risk and account, or to sell them for the Counterparty's account.

**N. RETENTION OF TITLE**

1. All Products delivered by Hydro will remain the property of Hydro until full and final settlement of all amounts owed to Hydro under the Agreement(s) with the Counterparty has been made. This includes interest, costs and claims related to non-compliance by the Counterparty with the Agreement. Furthermore, the ownership title will only transfer to the Counterparty once it has fully paid all Hydro's claims also under other deliveries. The Counterparty is not entitled to a right of retention with regard to storage costs, nor to offset these costs with any of its own obligations.
2. The Counterparty undertakes to separately store the Products that have been delivered and/or made available by Hydro and to clearly mark them as Hydro's property. In the event the Counterparty does not fulfil this obligation, the Products present at the Counterparty's premises of the sort made available or delivered by Hydro will be presumed to belong to Hydro. The Counterparty is furthermore obliged to insure the Products during the retention of title period against fire, explosion and water damage, as well as against theft and to submit the relevant insurance policies for perusal at Hydro's first request. The Counterparty will assign to Hydro all its claims against the insurer of the Products based on the aforementioned insurance policies already upon entering into the Agreement.
3. If the goods delivered by Hydro under retention of title become part of another item, or are formed into another item, Hydro will become the co-owner of that other item in proportion to the value of the goods delivered by Hydro and the value of the other item, or Hydro will remain the owner of the combined item. If Hydro has a claim on the Counterparty, irrespective of the nature thereof, the Counterparty commits to fully cooperate to Hydro's acquisition of (full) ownership of that other item or the formed item and the Counterparty already hereby transfers the co-ownership thereof to Hydro.
4. The Counterparty is not entitled, other than within the framework of its normal business operations, to, in whole or in part, sell, rent out, make available for use by third parties, pledge, nor otherwise encumber the Products covered by the retention of title. Upon violation of the above, the payable amount will become immediately due and payable, irrespective of the payment conditions. In the event of a resale, the Counterparty will assign all its rights to collect the purchase price resulting from the resale to Hydro, already upon entering into the Agreement.
5. Without prejudice to its other rights, Hydro is irrevocably authorised by the Counterparty to, if the latter does not comply with its obligations vis-à-vis Hydro, access the Counterparty's premises and to recover the products delivered by and belonging to Hydro, without any notice of default or judicial intervention.
6. In the event of a seizure, a (provisional) suspension of payments, or bankruptcy, the Counterparty is obliged to immediately inform the debt collector, the receiver or the administrator of the (property) rights of Hydro, as well as to inform Hydro in this regard.

**O. APPLICABLE LAW AND DISPUTES**

1. All legal relationships between Hydro and the Counterparty are governed by Dutch law. The applicability of the Vienna Sales Convention and foreign legislation is explicitly excluded.
2. The Dutch text of the Terms and Conditions of Sale will prevail for interpretation purposes.
3. Any disputes resulting from, or connected to, the Agreement(s) and/or these Terms and Conditions of Sale will be subject to the judgement of the competent court in the District in which the Hydro company or branch in question is located. However, Hydro is always entitled to submit the dispute to the court which, in view of the Counterparty's business location, has jurisdiction over the matter.

**P. DATA PROTECTION**

1. Personal Data of the Counterparty will be processed in compliance with the statutory provisions (the GDPR and national data protection regulations) and as described in Hydro's privacy policy. The term 'Personal Data' shall mean all data related to an identified or identifiable natural person. The email address of a Counterparty can be used for marketing purposes. The Counterparty can object thereto at any time. Throughout the Hydro Group of companies, binding collective rules have been implemented for the processing of personal data. Additional information on the data processing principles used by the Hydro Group can be found on the website: <https://www.hydro.com/en/data-protection-in-hydro/privacy-statement>.