

General Purchase Conditions

for deliveries and services

Havenbedrijf Moerdijk N.V.

2017

Laid down on 21 December 2016

by the Board of Management of Havenbedrijf Moerdijk N.V.

The Director,



F.J. van den Oever

TABLE OF CONTENTS

TABLE OF CONTENTS	2
I. GENERAL PROVISIONS	3
Article 1 Definitions.....	3
Article 2 Applicability	4
Article 3 Offer, Assignment and Formation of an Agreement	4
II. EXECUTION OF THE AGREEMENT	5
Article 4 General obligations on the part of the Contracting Party, cooperating with third parties.....	5
Article 5 General obligations on the part of the Moerdijk Port Authority	6
Article 6 Quality, inspection and guarantee.....	6
Article 7 Confidentiality.....	6
Article 8 Intellectual property.....	6
Article 9 Changing the Agreement	7
Article 10 Equipment and materials	7
Article 11 Date of fulfilment	7
Article 12 Attributable breach	7
Article 13 Non-attributable breach.....	8
Article 14 Liability and insurance.....	8
Article 15 Penalty	8
Article 16 Applicable law and disputes.....	8
III. FINANCIAL PROVISIONS	9
Article 17 Prices, contract variations	9
Article 18 Invoicing and payment	9
IV. PROVISIONS CONCERNING THE DELIVERY OF GOODS.....	10
Article 19 Deliveries.....	10
Article 20 Packaging and transport	10
Article 21 Transfer of ownership and risk.....	11
V. PROVISIONS REGARDING THE PERFORMANCE OF SERVICES	12
Article 22 Services.....	12
Article 23 Staff of the Contracting Party	12
VI. END OF THE AGREEMENT	13
Article 24 Termination	13
Article 25 Dissolution.....	13
Article 26 Annulment	13
Article 27 Subsequent Assignment	13

I. GENERAL PROVISIONS

Article 1

Definitions

<i>Acceptance:</i>	where applicable – and when appropriate in case of Services and/or Deliveries – a written notification sent by the Moerdijk Port Authority to the Contracting Party that the Services/Deliveries have been properly provided in the opinion of the Moerdijk Port Authority
<i>Agreement:</i>	all that has been agreed between the Moerdijk Port Authority and the Contracting Party, including any related appendices
<i>Assignment:</i>	a written Acceptance of the Offer by the Moerdijk Port Authority as defined in Section 217 of Book 6 of the Dutch Civil Code.
<i>Contracting Party:</i>	the other party of the Moerdijk Port Authority as referred to in the Agreement
<i>Delivery:</i>	providing the Moerdijk Port Authority with the possession of Goods
<i>Goods:</i>	all objects and property rights as defined in Section 3:1 of the Dutch Civil Code
<i>Indirect Damage:</i>	consequential damage, loss of turnover, production loss and damage due to business interruption. Indirect damage does not include: loss of profits and loss of interest, reduced goodwill and reputational damage.
<i>in writing:</i>	Correspondence by post, fax, email or uploading via TenderNed.
<i>Invitation:</i>	a written invitation by the Moerdijk Port Authority to the potential Contracting Party to submit an offer.
<i>Offer:</i>	an offer as defined by the Dutch Civil Code (more specifically Section 217 of Book 6 of the Dutch Civil Code)
<i>Parties/Party:</i>	the Moerdijk Port Authority and/or the Contracting Party
<i>Staff:</i>	the staff or other auxiliary persons to be brought in by the Contracting Party for the Performance of the Agreement who will be active under its responsibility pursuant to the terms of the Agreement
<i>Performance:</i>	the Supply/Supplies and/or Service(s) to be carried out
<i>Port Authority:</i>	Havenbedrijf Moerdijk N.V., with its registered office at Plaza 3 in Moerdijk, The Netherlands
<i>Request for an Offer:</i>	a single or multiple request from the Moerdijk Port Authority to carry out Performances or a (European) tendering in accordance with the Dutch Public Procurement Act (<i>Aanbestedingswet</i>) and the 2014/25/EU European Public Sector and Utilities Directive
<i>Service(s):</i>	the activities to be carried out by the Contracting Party for a specific need of the Moerdijk Port Authority, not being works or deliveries
<i>Supplies:</i>	the Goods to be supplied by the Contracting Party under the Agreement for the Moerdijk Port Authority and the purchase, lease, rental or hire purchase with or without the option to buy products, including objects, as well as items such as property rights. Supplies may also include the activities required for fitting and installing
<i>Working Day:</i>	calendar days excepts weekends, public holidays as defined in Section 3 paragraph 1 of the Dutch General Extension of Time Limits Act (<i>Algemene termijnenwet</i>), local public holidays and bridging days designated by the Moerdijk Port Authority.

Article 2 Applicability

2.1. These General Purchase Conditions apply to Requests for an Offer and Agreements related to Deliveries and Services to the Moerdijk Port Authority.

2.2. These General Purchase Conditions can only be deviated from if the Parties have expressly agreed to this in writing.

2.3. If a provision of these General Purchase Conditions is null or void, the other provisions will remain in force and the Parties will consult to agree on a new provision or new provisions to replace the null or nullified provision(s), whereby the object and purport of the nullified or voided provision(s) will be observed as much as possible.

2.4. By submitting the Offer, the Contracting Party expressly rejects the applicability of its General Conditions.

2.5 In the event of a conflict, the provisions or the obligations of the Agreement will prevail over the General Purchase Conditions.

Article 3 Offer, Assignment and Formation of an Agreement

3.1. The Moerdijk Port Authority can withdraw or change a Request for an Offer insofar as this is possible within applicable Dutch and European case-law and rules and legislation. The Moerdijk Port Authority will not compensate any cost or damage related to this, unless otherwise agreed in writing.

3.2. The Offer of the Contracting Party has a sixty-day term of validity, or that much longer or shorter as specified in the Request for an Offer. The term of validity commences on the day on which the subscription period ends, or on the day stated in the Request for an Offer.

3.3. An Agreement will become effective after the Moerdijk Port Authority has sent an explicit written Acceptance of the Contracting Party's offer by email, fax or letter to the Contracting Party. The written acceptance will only apply as an Acceptance, if it is based on a decision exercised under a power of attorney or otherwise by the Moerdijk Port Authority's Board of Management. At the Contracting Party's request, the Moerdijk Port Authority will provide a copy of this.

3.4. An intention to award a contract does not imply an Acceptance as referred to in the previous paragraph or within the meaning of Section 217 paragraph 1 of Book 6 of the Dutch Civil Code.

3.5. Any acts carried out by the Contracting Party before the formation of the Agreement are at the Contracting Party's risk and expense.

3.6 An Invitation will only be legally valid when made in writing and by the authorized representative(s) of the Moerdijk Port Authority.

3.7 Requests by the Moerdijk Port Authority for a tender/Offer do not bind the Moerdijk Port Authority, but are an Invitation to make an Offer.

3.8 An Offer is only valid when made in writing.

3.9 An Offer must always be properly specified and explicitly related to the Invitation.

3.10 The Moerdijk Port Authority has the right revoke an Acceptance within two Working Days following the date of the Acceptance.

II. EXECUTION OF THE AGREEMENT

Article 4 General obligations on the part of the Contracting Party, cooperating with third parties

4.1. The Contracting Party will meet its obligations arising from the Agreement in close cooperation with the Moerdijk Port Authority, without prejudicing its own responsibility.

4.2. The Contracting Party will keep the Moerdijk Port Authority informed of the execution of the Agreement and, upon request, provide information, if necessary in the form of reports. The Contracting Party's obligations include immediately informing the Moerdijk Port Authority in writing of facts and circumstances that may lead to delays in the fulfilment or of matters not taken into account in the Agreement.

4.3. Only with the Moerdijk Port Authority's prior written approval can the Contracting Party have the execution of the Agreement fully or partly carried out by third parties, or transfer rights and/or obligations arising from the Agreement to third parties.

4.4. In respect of the Agreement, the Contracting Party guarantees that the Contracting Party, its staff or a legal person connected to it, as well as the persons employed by them, are not or have not been involved in consultations or agreements with other companies in a manner that could be contrary to provisions of the Dutch Competitive Trading Act or Sections 101 and 102, or the Treaty on the functioning of the European Union, including: (1) price-setting, (2) coordinating Offers, and/or (3) dividing activities.

4.5. The Contracting Party indemnifies the Moerdijk Port Authority against criminal penalties and administrative sanctions as referred to in Section 5:2, first paragraph of the preamble and under a of the Dutch General Administrative Law Act, including any recovery of costs related to the Agreement and imposed on the Contracting Party or the Moerdijk Port Authority.

4.6. When executing the Agreement, the Contracting Party will observe all applicable provisions laid down by or pursuant to the law and the Agreement which the Moerdijk Port Authority has concluded with third parties, insofar as these agreements are known or should be known by the Contracting Party. If the Contracting Party has to contact third parties, the Contracting Party will first submit this to the Moerdijk Port Authority.

4.7. The Contracting Party itself bears the responsibility to inform the third parties it called in of the applicable arrangements of the Contracting Party and the Moerdijk Port Authority during the execution of the Agreement.

4.8. Only insofar as the Contracting Party has been authorized explicitly and in writing by the Moerdijk Port Authority, will the Contracting Party act as the authorized representative of the Moerdijk Port Authority. Any consequences arising from acting in breach of the provision in the previous sentence will be at the Contracting Party's risk and account.

4.9. Any third parties to be called in by the potential Contracting Party must be made known to the Moerdijk Port Authority when submitting the Tender/Offer.

4.10. The Moerdijk Port Authority is at all times entitled to withdraw its approval with regard to the deployment of third parties, including, but not only when during the performance of their work, the Moerdijk Port Authority determines that they are not capable of implementing the work according to the Agreement.

Article 5 General obligations on the part of the Moerdijk Port Authority

5.1. At the Contracting Party's request, the Moerdijk Port Authority will provide all information and details in so far as these are required to execute the Agreement properly.

5.2. The Moerdijk Port Authority will, as befits a good contracting authority, make every effort and, if necessary, do its utmost to give every assistance, including under public law, that may be required for the execution of the Agreement.

5.3 The provisions in the Agreement do not affect the Moerdijk Port Authority's execution or exercise of the obligations resting with the Moerdijk Port Authority pursuant to provisions or regulations under public law.

Article 6 Quality, inspection and guarantee

6.1. The Contracting Party guarantees that the Performance delivered meets the Agreement, the generally applicable norms and the regulations applicable by or pursuant to the law or a treaty with regard to, but not limited to, health, safety, and the environment.

6.2. The Moerdijk Port Authority is entitled to inspect the Performance and the Contracting Party will, where required, give its assistance. If the Moerdijk Port Authority has approved certain a Performance in writing, the right referred to in the previous sentence in respect of this Performance will lapse.

Article 7 Confidentiality

7.1. The Parties undertake not to disclose in any way any information or knowledge acquired during the execution of the Agreement of which the confidential nature is known or may reasonably suspected, including via social media channels, or to use such information or knowledge for their own purposes, except insofar as any statutory provision or judicial decision requires disclosure.

7.2. The Parties will oblige their staff or third parties called in by them to comply with this duty of confidentiality.

7.3. If the previous paragraphs are breached by the other Party and/or its staff and/or third parties called in by that Party, the Parties have the right to suspend the Agreement with immediate effect, or to suspend the Agreement without recourse to the courts and without notice of default being required. Each suspension or dissolution will be made by means of a registered letter.

7.4. At the request of the Moerdijk Port Authority, the Contracting Party is obliged to sign or have its staff sign the non-disclosure agreement.

Article 8 Intellectual property

8.1. All (claims to) intellectual property rights (IP-rights) with regard to any result arising from the Agreement, are vested in the Moerdijk Port Authority, unless otherwise agreed in writing. The Contracting Party will assign these (claims to) IP-rights – in so far as required – to the Moerdijk Port Authority, for no consideration. Upon request, the Contracting Party will immediately assist in ensuring the transfer, free of charge.

8.2. Result as referred to in paragraph 1 of this article means all that is realized under the Agreement, irrespective of whether the Contracting Party makes use of any contribution of the Moerdijk Port Authority and/or third parties.

8.3. The Contracting Party will, as far as possible, waive any and all personality rights to copyrighted works realized under the Agreement.

8.4. Unless otherwise agreed in writing, the Contracting Party will not retain or acquire any right of use with regard to any result of the Agreement.

8.5. The Moerdijk Port Authority expressly reserves the copyright with regard to any work disclosed to the Contracting Party under the Agreement. The Contracting Party acknowledges this reservation.

8.6. The Contracting Party guarantees that the Supplies and accessories purchased, as well as the Services provided and all that is involved with them or results from them are free from all exceptional charges and restrictions that might preclude the Moerdijk Port Authority from their use, such as patent rights, trademark rights, design rights or copyrights and indemnifies the Moerdijk Port Authority against all claims of third parties in this regard.

8.7. In the event of claims of third parties the Contracting Party will, in consultation with the Moerdijk Port Authority, make every effort to ensure that the Moerdijk Port Authority can continue the undisturbed use of the item delivered.

8.8. In the event of claims of third parties to which the above obligation to indemnify applies, the Contracting Party will compensate all damage incurred by the Moerdijk Port Authority including legal costs, and including reasonable lawyer's fees for conducting legal proceedings.

Article 9 Changing the Agreement

9.1. The Moerdijk Port Authority is entitled to change and/or supplement the Agreement after consultation on the consequences of the change or supplement with and the consent of the Contracting Party.

9.2. In this context, the Parties will not exceed the limits of reasonableness and fairness.

Article 10 Equipment and materials

10.1. The Contracting Party will, at its own risk and account, provide for all materials and equipment to be used during the execution of the Agreement, including tools not originating from the Moerdijk Port Authority, unless otherwise agreed in writing.

10.2. The Contracting Party is responsible and liable for the soundness of the Goods, materials and equipment used, and must insure these at its own risk and account, unless otherwise agreed in writing.

10.3. The Contracting Party must, if required, return the Goods, materials and equipment used to the Moerdijk Port Authority.

Article 11 Date of fulfilment

11.1. The Contracting Party is in default by operation of law after the final deadline, deadlines, time limit or time limits for the execution of the relevant Performance, as specified in the Agreement, have expired and the relevant Performance has not or not fully been executed.

11.2. The Contracting Party will timely notify the Moerdijk Port Authority in writing, stating the reasons for any delay and the measures that the Contracting Party will take, following the Port Authority's prior approval, to limit the delay as much as possible. The Port Authority will respond within a reasonable period to the measures proposed by the Contracting Party.

Article 12 Attributable breach

12.1 If either Party is in default of the Agreement and/or these General Purchase Conditions, the other Party will send the defaulting Party a registered letter before using the legal rights it is entitled to, except for those cases in which a notice of default can be omitted under the Dutch Civil Code, at which time the defaulting Party is immediately in default.

12.2. Either Party is entitled to dissolve the Agreement with immediate effect without judicial intervention and without notice of default being required, if the other Party is in default, in so far as dissolution – given

the circumstances of the case, including the gravity of the omission – would conflict with reasonableness and fairness. Each dissolution will be effected by registered letter.

12.3. There is no attributable breach on the part of the Moerdijk Port Authority if and in so far as public responsibility prompts the non-provision of information and data or the non-granting of the public assistance that might be required for the execution of the Agreement.

Article 13 Non-attributable breach

13.1. The Contracting Party can only appeal to circumstances beyond its control vis-à-vis the Moerdijk Port Authority, if the Contracting Party notifies the Moerdijk Port Authority in writing of the appeal to circumstances beyond its control as soon as possible, on submission of evidence.

Article 14 Liability and insurance

14.1. The Contracting Party indemnifies the Moerdijk Port Authority against any claims of third parties in respect of damage sustained by these third parties as a result of its execution of the Agreement and the use or application of the Goods or Services supplied by the Contracting Party.

14.2. The Contracting Party declares that it is adequately insured and will remain adequately insured against the liability as referred to in these General Conditions.

14.3. The total damage to be compensated by the Contracting Party under an Assignment is limited:

a. for Assignments of which the tender amount is less than €1,000,000: to the amount of the damage, but not more than €1,000,000, unless otherwise agreed;

b. for Assignments of which the tender amount is €1,000,000 or more: to the amount of the damage, but not more than the tender amount, unless otherwise agreed.

14.4. The Contracting Party is liable for direct and indirect damage.

14.5. The Contracting Party's liability ends 10 years after termination of the activities involved in the Assignment.

Article 15 Penalty

15.1. If a penalty stipulation has been agreed, this penalty is immediately payable without judicial intervention, demand or notice of default being required.

15.2. The penalty does not affect any other rights or claims, including, but not limited to, the action of the Moerdijk Port Authority for Performance and the right to compensation. In this connection the Port Authority and its Contracts explicitly deviate from Section 92, paragraph 2 of Book 6 of the Dutch Civil Code.

Article 16 Applicable law and disputes

16.1. These General Purchase Conditions and the Agreements, as well as their formation and interpretation are governed by Dutch law.

16.2. The applicability of the Vienna Sales Convention, i.e. the United Nations Convention on Contracts for the International Sale of Goods, is expressly excluded.

16.3. If a dispute were to arise with regard to the Request for an Offer, the procedure as described in the Request for an Offer, the formation of the Agreement or the execution of the Agreement, either Party will be entitled to submit the dispute to the competent court in the district in which the Moerdijk Port Authority has its registered office.

III. FINANCIAL PROVISIONS

Article 17 Prices, contract variations

17.1. Prices and rates are fixed for the duration of the Agreement and in Euros and comprise all taxes, are exclusive of VAT and relate to the agreed Performance and all other costs involved, such as those of training or familiarizing Staff with the activities to be performed, travel, subsistence expenses and call-out charges, administrative costs and packing costs. The prices referred to in the first paragraph also apply to contract variations as referred to in Article 3.

17.2. Extra Performances not reasonably included in the Agreement are only contract extras insofar as they can only be attributed to the Moerdijk Port Authority.

17.3. Contract extras will only be taken up by the Contracting Party after the contents and the budget have been agreed in writing with the Moerdijk Port Authority.

17.4. Setoff or contract variations will only be effected at no more than the rates included in the Offer, unless otherwise agreed in writing.

17.5. Insofar as prices, rates and contract variations have not been included in the Offer, the Contracting Party is obliged to only offer rates for contract variations that are in keeping with market rates.

Article 18 Invoicing and payment

18.1. The Contracting Party's invoice will state:

- the legal requirements that the invoice must meet: name, address, postcode, city, bank/giro number and the required IBAN and BIC details, VAT-number, Ch. of Comm. number;
- the Contracting Party's invoice address;
- the total invoice amount inclusive, and exclusive of VAT; and
- any other requirements in consultation with the Moerdijk Port Authority.

18.2. The Contracting Party uses a payment term of thirty days after receipt of the invoice. The Moerdijk Port Authority will pay the Contracting Party's invoice within the payment term used.

18.3 If the Goods or Services do not conform to the Agreement, the Moerdijk Port Authority is entitled to suspend the payment in whole or in part in proportion to the shortcoming.

18.4. The time limits referred to in this article must never be considered final deadlines. In case of late payment, the Moerdijk Port Authority must therefore be given written notice of default. When giving notice of default, the Contracting Party must give the Moerdijk Port Authority a reasonable term for compliance of its payment obligation.

IV. PROVISIONS CONCERNING THE DELIVERY OF GOODS

Article 19 Deliveries

19.1. The Contracting Party delivers the Goods in accordance with Delivered Duty Paid (DDP), according to the 2010 Incoterms, as laid down by the International Chamber of Commerce (ICC).

19.2. Unless another time or place have been agreed in writing, deliveries will only be made on Working Days during the opening hours of the Moerdijk Port Authority. The Contracting Party must inform his carrier of this.

19.3. If the Moerdijk Port Authority rejects the Goods giving reasons, the Contracting Party will collect the Goods at its own expense.

19.4. The Goods are deemed to have been approved from the moment the Moerdijk Port Authority puts them fully into operational service, unless otherwise agreed in writing or certain circumstances oblige the written approval of the Moerdijk Port Authority.

19.5. The Contracting Party will grant a minimum guarantee of twelve months on the Goods from the moment of their approval by Moerdijk Port Authority, unless otherwise agreed in writing. This guarantee does not affect the Contracting Party's liability.

19.6. The Contracting Party guarantees the availability of spare parts for the Goods for a period of at least five years.

19.7. The Contracting Party is obliged to provide the Moerdijk Port Authority with all operating instructions and product information pertaining to the Goods, as well as any quality marks or quality certificates, as much as possible in the Dutch language, without additional costs.

19.8. On request and at its own risk and account, the Contracting Party will remove all defects occurring to the Goods delivered after Delivery or completion within the reasonable term set by the Moerdijk Port Authority, by means of repair or replacement.

19.9 Delivery before the agreed date will only be permitted with the written permission of the Moerdijk Port Authority.

19.10 If the progress of the execution of the Agreement so requires, the Moerdijk Port Authority is entitled to specify the order and the date of the Deliveries to be made by the Contracting Party, even if a specific order is included in the Agreement, without entitling the Contracting Party to make price changes or other forms of compensation.

19.11. The Contracting Party is obliged to provide the Moerdijk Port Authority with all operating instructions and product information pertaining to the Goods, as well as any quality marks or quality certificates at the latest within two weeks after Delivery, unless an earlier date is specified in the Agreement, in the absence of which the Moerdijk Port Authority may suspend payment until this additional information is in its possession.

Article 20 Packaging and transport

20.1. The Contracting Party will arrange for a sound packaging, as well as for such security and transport of the Goods, that these will reach the place of Delivery in a good condition and that they can be safely unloaded there. The Contracting Party is responsible for complying with the Dutch, European and international packing regulations.

20.2. The Contracting Party will take back all packaging free of charge, unless otherwise agreed in writing.

Article 21 Transfer of ownership and risk

21.1. The ownership of the delivered Goods will pass at the time of Delivery, and where required, following any installation activities involved. The risk passes to the Moerdijk Port Authority after the Goods have been accepted by the Moerdijk Port Authority.

21.2. The Goods will be accepted by means of a written statement of the Moerdijk Port Authority, after Delivery and any installation of the Goods. If the Port Authority does not accept the Goods, it will give reasons why the Acceptance is withheld.

V. PROVISIONS REGARDING THE PERFORMANCE OF SERVICES

Article 22 Services

22.1. The Contracting Party will perform the Services within the period and on the location included in the Agreement.

22.2. The Contracting Party bears full responsibility for its own Performances, Performances of the Contracting Party's Staff as well as Performances of third parties called in by the Contracting Party.

22.3. The actual execution of the Services by the Contracting Party or accompanying actions does not imply that the Moerdijk Port Authority approves the Services unreservedly. The Port Authority reserves the right to inspect, check or reject any Services performed.

22.4. Services will be approved by means of a written statement of the Moerdijk Port Authority. If the Moerdijk Port Authority does not approve of the Services, it will give reasons why the approval is withheld.

Article 23 Staff of the Contracting Party

23.1. Insofar as Services are performed at the offices and/or within the management area of the Moerdijk Port Authority, the Contracting Party, the Contracting Party's Staff and third parties called in by the Contracting Party are obliged to comply with the company rules laid down for that office/building and/or that room.

23.2. If, during the execution of the Agreement, it turns out that a member of staff of the Contracting Party does not function in the interest of the proper execution of the Agreement and/or is unable to continue his/her activities on account of circumstances, the Moerdijk Port Authority has the right to have the person in question replaced by the Contracting Party.

23.3. The replacement of the Contracting Party's Staff requires the prior written permission of the Moerdijk Port Authority, unless his, her or their immediate replacement is necessary. In the latter case, the oral permission of the Port Authority will suffice. The starting point here is that persons with comparable expertise, training and experience in conformity with the requirements in the Request for an Offer are made available.

23.4. Any replacement of the Contracting Party's Staff will be provided by the Contracting Party at short notice, yet no later than within two weeks or that much shorter as necessary. Any costs involved in the replacement will be borne by the Contracting Party.

23.5. The Contracting Party guarantees that the Contracting Party's Staff is/are authorized to carry out work or perform services in The Netherlands.

23.6. The Contracting Party is responsible and liable for compliance with the obligations arising from the Agreement under tax and social security legislation, including obligations related to the Dutch Employee Insurance Agency [*Uitvoeringsinstituut Werknemersverzekeringen (UWV)*]. The Contracting Party indemnifies the Moerdijk Port Authority against all claims in this regard. The Contracting Party will – if legally required or required by the Port Authority – work with a G-account. If the Moerdijk Port Authority is confronted with an additional tax assessment, these costs will be fully recovered from the Contracting Party.

VI. END OF THE AGREEMENT

Article 24 Termination

24.1. The Moerdijk Port Authority is entitled to terminate the Agreement subject to a notice period as set out in the Agreement. If no notice period is included in the Agreement, the Moerdijk Port Authority can terminate the Agreement subject to a reasonable notice period, also in view of the duration of the Agreement.

Article 25 Dissolution

25.1. Either Party has the right to dissolve the Agreement with immediate effect and without judicial intervention and notice of default, if:

- Article 4.4 of these General Purchase Conditions is breached
- the other Party has adopted a resolution to dissolve the legal person or company
- the control of the other Party is vested in a party other than that at the time when this Agreement was concluded
- A petition for the other Party's bankruptcy has been filed or adjudicated or a suspension of payment, whether provisionally or otherwise, has been applied for or granted
- the other Party merges, divides or transfers (a part of) its operations in any way
- the other Party finds itself in circumstances beyond its control for more than ten days

25.2. Each dissolution as referred to in paragraph 1 must immediately be effected by registered letter.

25.3. In the event of dissolution by the Moerdijk Port Authority as referred to in paragraph 1, the Moerdijk Port Authority does not owe the Contracting Party any compensation for the Performances not carried out by the Contracting Party. Any undue payments made to the Contracting Party will be paid back by the Contracting Party to the Moerdijk Port Authority, plus statutory interest from the date on which this was paid.

Article 26 Annulment

26.1. If either Party invokes annulment by means of an extrajudicial declaration, such annulment must be made by registered letter.

Article 27 Subsequent Assignment

27.1. The Contracting Party cannot derive any right from the Agreement to obtain a subsequent Assignment, other than a written statement to that effect of the Moerdijk Port Authority to the Contracting Party.