

General Terms and Conditions of Delivery of Megaflex Bladel B.V.

Article 1. Definitions

- 1.1. For purposes of these terms and conditions of delivery, the following terms will have the following meanings.
- the client: any private individual or legal entity that has instructed Megaflex to manufacture the item, to perform work, or to provide services.
 - Megaflex: the private company with limited liability Megaflex Bladel B.V. (Chamber of Commerce 17596572), having its registered office and principal place of business at Hallenstraat 14, (5531 AB) Bladel, the Netherlands, which has accepted the instruction as referred to under a. or has issued a quotation or offer preceding a possible instruction.
 - information carriers: any magnetic tapes and disks, optical disks, and other devices intended for the digital or analogous recording, processing, transmitting, reproducing, or publishing of texts, images or other data, all in the broadest sense, using equipment.

Article 2: General

- 2.1. These terms and conditions of delivery will apply to the formation, the contents, and the performance of any and all agreements entered into between the client and Megaflex.
- 2.2. The applicability of any general purchasing or other conditions of the client is explicitly rejected. Any general purchasing or other conditions on the client's part will apply only if it has been explicitly agreed in writing that such conditions will apply to the agreement between the parties to the exclusion of these terms and conditions of delivery.

Article 3: Quotations and offers

- 3.1. The mere issue of a quotation, budget, cost estimate, or similar communication, either marked "quotation" or otherwise, will not impose on Megaflex any obligation to enter into an agreement with the client.
- 3.2. Megaflex's offers will at all times be subject to contract and may only be accepted without any derogations. An offer will in any event be deemed to have been rejected if not accepted within one month. An offer will be understood as a proposal made by or to Megaflex to enter into an agreement, which is so specific that acceptance will immediately create an agreement.

Article 4: Cancellation

- 4.1. The client may cancel an agreement before commencement by Megaflex of performance of the agreement, provided that it compensates Megaflex for the damage suffered as a result. Such damage will be deemed to include, without limitation, any losses and lost profits sustained by Megaflex, and in any event the costs already incurred by Megaflex in preparation of performance, including costs of reserved production capacity, materials purchased, services engaged, and storage.
- 4.2. Agreements for the creation of periodicals as referred to in Article 14, paragraphs 2 and 3, cannot be cancelled.

Article 5: Price

- 5.1. All prices quoted are exclusive of turnover tax (Dutch VAT) and other government levies.
- 5.2. The price stated by Megaflex for the performance to be rendered by it will apply only to the performance in accordance with the agreed specifications.
- 5.3. In the event of complex offers, there is no obligation to deliver any part of the total performance against payment of the amount quoted in the offer for such part, or against payment of a proportional part of the price quoted for the total performance.
- 5.4. If no price has been agreed between the parties, but the parties have entered into one or more agreements the substance of which is identical, or virtually identical, in the year preceding the agreement, the price will be computed based on the production methods and billing rates used in such agreement or agreements.
- 5.5. If no price has been agreed between the parties and the provisions of the foregoing paragraph do not apply, if a price has been quoted as an estimate only, or if the agreed price is subject to change pursuant to these general terms and conditions, the price or the change, as applicable, will be set at an amount deemed reasonable in the printing industry.

Article 6: Price changes

- 6.1. Megaflex will be entitled to increase the agreed price if any of the following circumstances should occur after entering into the agreement: an increase in the costs of materials, semi-finished products or services required for the performance of the agreement, an increase in costs of shipment, in wages, employer's social security contributions, other costs associated with terms of employment, the implementation of new and the increase of existing government levies on raw materials, energy or residues, a substantial increase in exchange rates or, in general, any circumstances similar to the foregoing.
- 6.2. Any text that is particularly labour-intensive, indistinct copy, indistinct sketches, drawings or models, defective information carriers, defective computer software or data files, defective method of provision of the materials or products or all similar items to be provided by the client that make it necessary for the supplier to perform more work or to incur more costs than the supplier could reasonably expect upon entering into the agreement, will constitute grounds to increase the agreed price. Extraordinary or reasonably unforeseeable problems in processing ensuing from the nature of the materials and products to be processed will also constitute grounds to increase the agreed price.
- 6.3. Megaflex is entitled to increase the agreed price or is required to reduce the price in the event of changes by the client to the specifications originally agreed, including author's corrections or changed instructions after receipt of the working drawings, models, and of typesetting, printing and other proofs. The supplier will, within reasonable limits, render its cooperation in any such changes, to the extent that the substance of the performance to be rendered by it is not essentially different from the performance originally agreed.

Article 7: Payment period

- 7.1. Unless agreed otherwise, the client will pay the price and the other amounts due pursuant to the agreement within 30 days of the date of the invoice, without any right to invoke discounts, setoff or suspension on any ground whatsoever. Payment is, however, to be made in cash on delivery if the client is a private individual not acting in the course of a profession or operation of a business. In the event of late payment as referred to above the client will be in default, without any notice of default by Megaflex being required.
- 7.2. Megaflex will be entitled, in the event of agreed delivery in consignments, after delivery of the first consignment, in addition to payment of such consignment, also to require payment of the costs incurred for the entire delivery, including costs of typesetting, lithos and proofs.
- 7.3. The client will at all times be under an obligation, irrespective of the agreed terms of payment, on Megaflex's demand, to provide security for payment of the amounts due to Megaflex pursuant to the agreement. The security provided will be such that the claim and any interest and costs that may accrue on it are adequately covered, and that Megaflex may easily recover the amounts due from such security. Any security that may subsequently prove to be insufficient will be supplemented to sufficient security on the supplier's demand.
- 7.4. In the event of late payment by the client as referred to in paragraph 1 of this article, the client will, as a result of the delay in payment of the amount due by it, pay the statutory commercial interest or, if applicable, the statutory interest, on such amount from the date of the invoice. Megaflex may charge one twelfth of such interest for each month or part of a month in which the client fails to fully comply with its payment obligation.
- 7.5. In the event of late payment as referred to in paragraph 1 of this article, the client will, in addition to the amount due and the interest accruing on it, be under an obligation to pay all extrajudicial and judicial costs of collection, including fees of lawyers, bailiffs and collection agencies. The extrajudicial costs are fixed at a minimum of 15% of the principal, with a minimum of EUR 300.

Article 8: Method of delivery; retention of title

- 8.1. Unless agreed otherwise, delivery will be made on the site where Megaflex exercises its business.
- 8.2. Megaflex will not be under any obligation to deliver the items manufactured in consignments.
- 8.3. The client will be under an obligation to render its full cooperation in delivery of the items to be supplied by Megaflex pursuant to the agreement. The client will, even without a demand to that effect, be in default if it fails to collect the items to be delivered from Megaflex on the latter's demand or, if delivery to the client's address has been agreed, refuses to take delivery of the items to be delivered.
- 8.4. Any delivery of items by Megaflex to the client will be subject to a retention of title until such time as payment of all invoices sent to the client in the past (explicitly including but not limited to invoices regarding work performed by Megaflex on the client's instructions) have been paid in full, irrespective of whether the items to which such invoices relate have already been paid by the client, and of all claims that Megaflex may have against the client on any basis whatsoever, including damages on account of failure by the client in the performance of the agreement entered into with Megaflex, including costs of collection, interest, and penalties.
- 8.5. Transfer of the items (including a possible licence or sublicense) will not be effected until after all amounts due, as referred to in the preceding paragraph, have been paid in full.
- 8.6. If and to the extent that Megaflex has not received payment of the amounts due and payable relating to the delivered items for which title has been retained by Megaflex, Megaflex will be entitled, without any notice of default or judicial intervention being required, and insofar as necessary Megaflex will, should the situation arise, be irrevocably authorized by the client, to take back the items, and the client will be under the obligation for such purposes to grant Megaflex access to all areas in its business and all areas used by it, all without prejudice to Megaflex's right to claim damages from the client.
- 8.7. The client will not be entitled to pledge or otherwise encumber any items subject to a retention of title.
- 8.8. The client will be under the obligation to notify Megaflex promptly of any third-party actions with regard to the items or ideas belonging to Megaflex.
- 8.9. The client undertakes to take out and maintain insurance for the items delivered subject to a retention of title for all reasonably foreseeable risks, including fire, explosion and water damage, as well as for theft, and to submit the insurance policy for inspection on demand. With respect to the liability insurance, the client is to take out and maintain comprehensive insurance. By accepting these general terms and conditions of sale and delivery, the client irrevocably authorizes Megaflex to receive

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- insurance payments based on the bodywork insurance on the client's behalf.
- 8.10. The client will be under the obligation, on Megaflex's demand, to establish a possessory or nonpossessory pledge for the benefit of Megaflex in respect of items incorporating items delivered by Megaflex, by way of security for payment of all existing and future amounts payable by the client, including those relating to damages, collection costs, interest and penalties.
- 8.11. The client will be under an obligation, on Megaflex's demand, to provide a bank guarantee, or an equivalent security, by way of guarantee for payment of the amounts payable, or the amounts that will become payable after delivery.
- 8.12. The client will indemnify Megaflex against any third-party claims that may be related to a retention of title on Megaflex's part.
- 8.13. Megaflex may exercise a right of retention in respect of such items as are in its possession for or on behalf of the client as long as the items delivered and/or services performed by Megaflex have not been paid by the client in full as a result of attributable failure on the client's part, including any damages, interest and costs that may be due by the client to Megaflex.
- 8.14. Any transport of the items to be delivered that has been agreed will be at the client's expense, unless delivery free domicile has been agreed. The client will at all times bear the risk of transport. Transport will be deemed to include transmission of data over the telephone network and any similar transmission using any technical device. The carrier's acceptance of items from Megaflex will be deemed to constitute evidence that such items were in apparent good condition, unless the consignment note or the confirmation of receipt shows otherwise. 8.15. Megaflex will not be responsible for storage of the items to be delivered, unless explicitly agreed otherwise. Any storage will be at the expense and risk of the client.

Article 9: Delivery period

- 9.1. Any delivery period stated by Megaflex will be indicative only, unless explicitly indicated in writing that the relevant delivery period is a firm deadline. Megaflex will, even in the event of an agreed firm deadline, not be in default until having been given notice of default by the client.
- 9.2. Megaflex will no longer be bound by any agreed firm deadline if the client requires changes to the specifications of the work, fails to comply with the provisions of Article 12, paragraph 1, or any other provision hereof, unless the minor significance of such change or the minor delay does not reasonably force Megaflex to make any changes to the utilization of production capacity initially systematically scheduled by it.
- 9.3. The client will, in the performance of the agreement by Megaflex, be under an obligation to perform all such acts as may be reasonably necessary or advisable to enable Megaflex to deliver on time, in particular by promptly answering Megaflex's questions, by preventing defective delivery as referred to in Article 6, paragraph 2, and by observing the provisions of Article 12, paragraph 1, and Article 18, paragraphs 1 and 2, hereof.
- 9.4. In the event of non-performance by the client of the provisions of the foregoing paragraph of this article and the provisions of Article 7, paragraph 3, an agreed firm deadline for delivery will no longer be binding, and the client will be in default, without any written notice of default by Megaflex being required. In such event Megaflex will, without prejudice to its other statutory rights, be entitled to suspend performance of the agreement until the client has remedied such default. Subsequently, Megaflex will still perform the agreement within a reasonable term.

Article 10: Inspection upon delivery

- 10.1. Upon delivery the client will be under the obligation to expeditiously inspect whether Megaflex has properly performed the agreement, and furthermore to notify Megaflex promptly in writing as soon as it discovers any evidence to the contrary. The client is to carry out the foregoing inspection and the relevant notification within 14 days of delivery.
- 10.2. Megaflex will at all times be entitled to replace a previous defective performance by a new proper performance, unless the default is incapable of being remedied.
- 10.3. In the absence of the client's punctual inspection or notification as referred to in paragraph 1 of this article, the performance of the agreement will be deemed proper between the parties.
- 10.4. If, according to principles of reasonableness and fairness, the 14-day term referred to in paragraph 1 of this article should be deemed unacceptably short for a prudent and alert client, such term will be extended until no later than the first occasion on which the inspection or the notification of Megaflex, as applicable, is reasonably possible for the client.
- 10.5. Megaflex's performance will in any event be deemed proper between the parties if the client has put all or part of the items delivered into operation, has modified or processed such items, or supplied them to third parties, or has caused third parties to do so, unless the client has observed the provisions of paragraph 1 of this article.

Article 11: Scope and amendment of an agreement

- 11.1. The client will bear the risk of any misunderstandings in respect of the scope and performance of the agreement, if such misunderstandings are the result of any specifications or other communications not, not correctly, not punctually, or not completely received by Megaflex, that were issued orally or by a person designated by the client, or transmitted by any technical device, including telephone, fax, and similar transmission media.

Article 12: Typesetting, printing or other proofs

- 12.1. The client will be under an obligation to carefully inspect the typesetting, printing or other proofs received from Megaflex, either at the client's request or otherwise, for errors and defects, and to return such proofs, corrected or approved, expeditiously to Megaflex.
- 12.2. The client's approval of the proofs will constitute acknowledgment of Megaflex's proper performance of the work preceding the proofs.
- 12.3. Megaflex will not be liable for any deviations, errors and defects that have not been discovered in the proofs approved or corrected by the client.
- 12.4. Any proof created at the client's request will be charged in addition to the agreed price, unless it has explicitly been agreed that the costs of such proofs are included in the price.

Article 13: Deviations

- 13.1. Any deviations between the work delivered on the one hand, and the original design, drawing, copy or typesetting, printing or other proof on the other hand, will not constitute grounds for rejection, discount, dissolution of the agreement or damages if of minor significance.
- 13.2. When assessing the question as to whether deviations given the overall work should be deemed to be of minor significance, a representative sample of the work will be considered, unless the deviations relate to individually identified items.
- 13.3. Any deviations that, given all the circumstances, reasonably have no, or only a minor, impact on the value in the use of the work will at all times be deemed to be deviations of minor significance.
- 13.4. Overruns or underruns as compared to the agreed quantities will be permitted provided that they do not amount to more or less, as applicable, than the following percentages:
- print run of up to 20,000 units: 10%
- print run of 20,000 and over: 5%
In respect of overruns or underruns of packaging printed matter, labels, and continuous listing paper, however, a percentage of 10% will at all times be permitted. Any overruns or underruns will be charged or set off, as applicable.
- 13.5. In respect of the quality and the grammage of paper and cardboard such deviations as are permitted under the tolerance standards as set forth in the General Terms and Conditions of Delivery of the Netherlands Association of Paper Wholesalers ("Vereniging van Papiergroothandelaren") will be deemed to be deviations of minor significance. The relevant terms and conditions are available for inspection at Megaflex's offices. Megaflex will send the client a free copy of such terms and conditions on request.
- 13.6. Any deviations in other materials and semi-finished products used by Megaflex that are permitted according to the general terms and conditions of sale governing the supply of such materials and semi-finished products will be deemed to be deviations of minor significance. The relevant terms and conditions are available for inspection at Megaflex's offices. The supplier will send the client a free copy of such terms and conditions on request.

Article 14: Continued performance agreements; periodicals

- 14.1. An agreement for the production of a periodical will, unless explicitly agreed otherwise in writing, be an agreement for an indefinite period of time and may be terminated only by giving notice, with due observance of a notice period. Such notice period will be one year if the periodical is published four times a year or more, and six months if the periodical is published less frequently.
- 14.2. A periodical as referred to in paragraph 1 of this article will be deemed to be a publication that is published on a regular basis.
- 14.3. Production as referred to in paragraph 1 of this article will be deemed to include the production of semi-finished products or auxiliary products, such as loose sections, lithos and typesetting, as well as services in relation to finishing and distribution of the publication.
- 14.4. An agreement as referred to in this article can be terminated only by registered letter or by letter with confirmation of receipt.
- 14.5. The provisions of this article may be derogated from only by written agreement.

Article 15: Copyright, etc.

- 15.1. The client warrants vis-à-vis Megaflex that the performance of the agreement, and in particular the reproduction or publication of the items received from the client, such as copy, composition, models, drawings, photographic recordings, lithos, films, information carriers, computer software, data files, etc., will not infringe any rights that third parties may assert pursuant to the 1912 Dutch Copyrights Act ("Auteurswet") or any other national, supranational or international regulations in the field of copyright or industrial property law, or the laws governing wrongful acts. The client will indemnify Megaflex both in and out of court against any claims that third parties may assert pursuant to the foregoing laws and regulations.
- 15.2. In the event that reasonable doubt arises or continues to exist in respect of the correctness of the rights alleged by third parties as referred to in paragraph 1 of this article, Megaflex will have the right, but not the obligation, to suspend performance of the agreement until such time as it is irrevocably established in court that Megaflex's performance of the agreement does not infringe such rights. Subsequently, Megaflex will still perform the agreement within a reasonable term.

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- 15.3. Unless explicitly agreed otherwise in writing, Megaflex will at all times own the copyright that may arise to the works created by it in the performance of the agreement, such as copy, composition, design drawings, models, working and detail drawings, information carriers, computer software, data files, photographic recordings, lithos, films, and similar production and auxiliary resources, even if the relevant work is stated in the offer or in the invoice as a separate item.
- 15.4. The items provided or to be provided by Megaflex according to its design, such as copy, composition, design drawings, models, working and detail drawings, information carriers, computer software, data files, photographic recordings, lithos, films, and similar production and auxiliary resources, or any part thereof pertaining to the essence of such design, may, even if or to the extent that the design in that respect is not protected for Megaflex by copyright or any other laws, not be reproduced for purposes of any production process without Megaflex's written consent.
- 15.5. Upon delivery by Megaflex the client will acquire the non-exclusive right to use the works created by Megaflex within the meaning of the 1912 Copyright Act in the course of the agreement or any works within the meaning of paragraph 4 of this article. The aforementioned right of use will be limited to the right to make normal use of the items supplied and in particular does not include the use to reproduce such items for purposes of any production process.

Article 16: Title to production resources, etc.

- 16.1. Megaflex will retain title to any items manufactured by Megaflex, such as production resources, semi-finished products, and auxiliary resources, and in particular composition, design drawings, models, working and detail drawings, information carriers, computer software, data files, photographic recordings, lithos, stereotype plates, films, micro and macro montages, printing plates, silk-screen moulds, gravure cylinders, typographic plates, profiling knives and moulds, (foil) embossing dies, stamping plates, and peripheral equipment, even if such items are stated in the quotation, the offer or in the invoice as separate items.
- 16.2. Megaflex will not be under any obligation to provide the items referred to in paragraph 1 to the client.
- 16.3. Megaflex will not be under any obligation to keep the items referred to in paragraph 1 for the client. If Megaflex and the client agree that these items will be kept by Megaflex, the items will be kept for a maximum period of one year, and without Megaflex's warranting the fitness for repeated use.

Article 17: Client property, right of pledge

- 17.1. Megaflex will observe due care with regard to the items entrusted to it by the client for purposes of performance of the agreement.
- 17.2. Without prejudice to the provisions of the foregoing paragraph of this article, for the duration of the safekeeping, the client will bear all risks in respect of the items referred to in paragraph 1. If so desired, the client will be responsible for taking out insurance for such risk.
- 17.3. The client will be under an obligation to ensure that, prior to provision to Megaflex of any copy, drawings, designs, photographic recordings, or information carriers, a duplicate is made of such items. The client is to keep such duplicate in case the items provided are lost or rendered unusable due to damage while in Megaflex's care. In such event the client will, on request, provide Megaflex with a new copy against reimbursement of material costs.
- 17.4. The client will grant Megaflex a right of pledge in respect of all items brought under Megaflex's control by it for purposes of performance of the agreement with Megaflex, all as further security for all such amounts as may be due by the client to Megaflex in any capacity and on any basis whatsoever, including non-exigible and conditional debts.

Article 18: Materials and products provided by the client

- 18.1. If the client has agreed with Megaflex that the client will provide materials or products for printing or processing, it will arrange such provision in a manner that can be deemed punctual and proper for purposes of normal plan-based production. To that end the client will request instructions from the supplier.
- 18.2. In addition to providing the materials or products required for the agreed performance, the client is also under the obligation for purposes of the relevant processing to provide a reasonable quantity for proofs, spoils, etc. To that end the client will request a statement from the supplier. The client warrants that Megaflex will receive a sufficient quantity. The confirmation of receipt of the materials or products by Megaflex will not constitute acknowledgment of receipt of a sufficient quantity or a quantity that is stated in the shipping documents.
- 18.3. Megaflex is not under any obligation to inspect the items received from the client for fitness prior to printing or processing.
- 18.4. Megaflex will not be liable for any failure in the performance of the agreement if caused by extraordinary processing difficulties or processing difficulties that are reasonably unforeseeable for the supplier ensuing from the nature of the materials or products provided by the client, or by derogations between the sample originally shown to Megaflex and the materials or products subsequently provided by the client for the print run.
- 18.5. Megaflex does not warrant any properties such as durability, adhesion, gloss, colour, light or colour fastness or resistance to wear if the client has failed to provide a statement of the properties and nature of the materials or products provided by it on or before entering into the agreement, and has failed to provide proper information as to the pre-treatment and surface preparation applied.
- 18.6. Unless explicitly agreed otherwise, Megaflex cannot be held liable for any delamination, sticking, staining, changing of gloss or colour, or for damage to the materials and products received by it from the client and to be printed or processed by it if such items have undergone pre-treatment, such as the affixing of lacquer, varnish or anti-staining powder.
- 18.7. The client will be under the obligation to draw Megaflex's attention to extraordinary difficulties or health risks during printing or processing of the materials and products provided by it.
- 18.8. Megaflex will be entitled to dispose of the residue, such as cuttings, etc., of the materials and products provided by the client as if they were its own. The client will be under an obligation, at Megaflex's request, to collect the unused materials and products, as well as the residue referred to above, from Megaflex's site.

Article 19: Force majeure

- 19.1. Any failures on Megaflex's part in the performance of the agreement cannot be attributed to it if they are not Megaflex's fault and Megaflex is not accountable for them by law, the agreement, or generally accepted standards.
- 19.2. Any failures on Megaflex's part in the performance of the agreement as a result of war, mobilization, disturbances, flooding, closed shipping routes, other traffic congestion, stagnation in, or limitation or halt of, supply by public utilities companies, shortages of gas, mineral oil products, or other resources for the generation of energy, fire, machinery breakdown, and other accidents, strikes, lockouts, trade union protests, export restrictions, other government measures, failure by third parties to supply the necessary materials and semi-finished products, wilful misconduct or gross negligence on the part of agents, and other similar circumstances, will be deemed not to be attributable to Megaflex and will not entitle the client to dissolve the agreement or to claim damages.

Article 20: Liability

- 20.1. Megaflex's liability on account of the agreement with the client, or failure to properly perform such agreement, will be limited to direct damage and to a maximum amount equal to the agreed price.
- 20.2. Megaflex will not be liable for any damage of any nature whatsoever that may occur due to, or after, the client's putting the items manufactured into operation, modifying or processing them, or providing them to third parties, directly or indirectly, after delivery.
- 20.3. Furthermore, Megaflex will not be liable for any consequential damage, including lost turnover or lost goodwill in the client's business or profession.
- 20.4. Moreover, Megaflex will not be liable for damage to any materials or products received by it from the client and to be printed, modified or processed by Megaflex, if the client has not provided Megaflex with a statement of the properties and nature of such materials and products, as well as proper information as to the pre-treatment and surface preparation applied, on or before entering into the agreement.
- 20.5. In the event that Megaflex is held liable by a third party for any damage for which, pursuant to the agreement with the client or these general terms and conditions of delivery, it is not liable, the client will fully indemnify it in that respect and compensate Megaflex for all such amounts as Megaflex is to pay to such third party, to be increased by interest and costs, including the actual legal fees incurred by Megaflex both in and out of court.

Article 21: Applicable law and choice of forum

- 21.1. The agreement between Megaflex and the client will be governed by the laws of the Netherlands.
- 21.2. Any disputes between Megaflex and the client that may arise from the agreement entered into by them will - save appeal in cassation - be exclusively decided by the competent court in the district where Megaflex has its actual office or - but only if Megaflex is the claimant and opts for this - by the court that has jurisdiction according to the law.
- 21.3. A dispute will be deemed to exist as soon as either party so declares.

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