

Provisions that, due to their nature, are intended to remain applicable after the end of the Contract shall survive the termination of the Contract.

Any variation of or addition to the Contract and/or the Terms and Conditions shall only be of any force or effect if reflected in writing and signed by or on behalf of the Parties and expressed to amend the Contract and/or the Terms and Conditions.

FCL is entitled to assign, cede or transfer or otherwise dispose of any of its rights and obligations under the Contract to Third Parties, provided that FCL shall give the Buyer prompt written notice of such assignment, cession, transfer or disposal.

Nothing in the Contract shall be deemed to create any joint venture, partnership or principal and agent relationship between the Parties

22. DISPUTES, APPLICABLE LAW AND COMPETENT COURT

The Contract with Buyer shall be governed exclusively by the law of The Netherlands. Any applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention or CISG) is hereby excluded.

Any dispute shall be adjudicated exclusively by the competent court in The Netherlands, even if Buyer is resident outside The Netherlands and if the provisions of any treaty or convention should stipulate the competence of a court outside The Netherlands.

FCL however reserves the right to have a dispute with an opposite party domiciled or resident outside The Netherlands adjudicated by a competent court outside The Netherlands.