



General Purchase Conditions Kyocera Senco EMEA B.V., version 2.0 - May 2019. These General Purchase Conditions apply to all quotation requests and purchase transactions of Kyocera Senco EMEA B.V. (formerly Poppers Holding B.V.) and its subsidiaries.

Article 1 - Definitions

DCC:	the Dutch Civil Code.
Delivery/Deliveries:	All goods and/or services and/or works to be executed as set out in the Agreement.
Client:	Kyocera Senco EMEA B.V. and all group companies that Kyocera Senco EMEA B.V. is interconnected with as referred to in Section 2:24b DCC, or that it has a participating interest in as referred to in Section 2:24c DCC.
Contractor:	The supplier or service provider entering or wishing to enter into an Agreement with the Client.
Agreement:	A purchase agreement for making a Delivery for the Client, which includes these Terms and Conditions.
Terms and Conditions:	These general purchase conditions.

Article 2 – Applicability of the Terms and Conditions

- 2.1 These Terms and Conditions form part of each Agreement made between the Client and the Contractor and of quotations issued by the Contractor regarding the delivery of movables and/or the performance of services by the Contractor.
- 2.2 After these Terms and Conditions have become part of any Agreement between the Client and a Contractor, they will also form part of any subsequent Agreements concluded between the Client and that Contractor, even if no reference was made to the applicability of these Terms and Conditions upon entering into such subsequent Agreements or if these Terms and Conditions have not been provided, unless the parties have expressly agreed otherwise in writing.
- 2.3 Any deviations from or additions to these Terms and Conditions will require the Client's written approval.
- 2.4 Any terms of delivery or other terms and conditions of the Contractor are expressly excluded, unless explicitly accepted in writing by the Client.
- 2.5 If the Client and the Contractor make further arrangements in writing with regard to a Delivery, such further written arrangements will prevail, insofar as they conflict with these Terms and Conditions.
- 2.6 If one or more provisions of these Terms and Conditions or the Agreement are null and void, or are nullified by a court decision, the other provisions of the Terms and Conditions or the Agreement will remain legally effective. The parties will consult each other on the null and void or nullified provisions in order to agree on a substituting provision that is as similar as possible to the object and purpose of the null and void or the nullified provision.

Article 3 – Conclusion of the Agreement

- 3.1 The Contractor must confirm the purchase order to the Client within two (2) working days after receipt, stating the Client's order number, project number and item number(s), as well as the description, price, amount and delivery date. The Agreement is concluded by confirmation of the purchase order.
- 3.2 If the Contractor fails to confirm the purchase order within two (2) working days after receipt, the Agreement will be concluded on the grounds stated in the purchase order, unless the Client gives notice of its cancellation of the order without delay after those 48 hours.
- 3.3 If the confirmation of the order deviates from the original purchase order, the Client will be bound only after having expressly agreed to such deviation in writing. Receipt of the Delivery by the Client or any payments made by the Client do not constitute acknowledgment of the deviations. The Client will not return any documentation and samples received together with the quotation.

Article 4 - Prices

- 4.1 All prices are fixed prices in accordance with the delivery referred to in Article 6, exclusive of turnover and, insofar as they relate to the delivery of goods, inclusive of proper packing material and any further charges and taxes. It is not possible to set off any exchange rate differences.
- 4.2 The Contractor will exclusively charge the rates agreed with the Client for the services to be performed by the Contractor or, in the event that no price arrangements have been made, the rates as generally charged by the Contractor, provided that they are reasonable and that they do not exceed the prices generally charged for the present or for reasonably similar services in economic transaction in a free market.

Article 5 – Invoicing, payment and security

- 5.1 The Contractor will send his invoice after having executed the Delivery, unless agreed otherwise in writing.

- 5.2 The invoices will always state:
- the invoice date;
 - the Client's name;
 - if applicable: the Contractor's VAT number;
 - the number of the purchase order and/or the project number;
 - for goods: on each order line the item number, the item description, the delivered amount and the price;
 - for services: on each order line a detailed description of the activities performed, as well as the date on which those activities have been performed, the number of hours worked, the hourly labour costs and the materials used (specifying unit prices);
 - the address where the Delivery was delivered or performed;
 - a work slip signed on behalf of the Client or a reference/order number (if supplied by the Client).
- 5.3 As long as any of the information listed in the preceding paragraph is missing and/or if the invoice contains errors, the Client will have the right to suspend its obligation to pay. Copies of invoices must be marked as such.
- 5.4 Invoices will be stated in the currency indicated in the Agreement.
- 5.5 The Client will pay the Contractor within ninety (90) calendar days after receipt of the invoice. Not the statutory interest as referred to in Section 6:119a DCC, but the statutory interest referred to in Section 6:119 DCC will apply.
- 5.6 If the Client pays an invoice within fifteen (15) working days after receipt of that invoice, the Client will be entitled to a discount amounting to three per cent (3%) of the total sum of the invoice.
- 5.7 Payment by the Client will not in any case constitute a waiver of any right to renege on the execution of the Agreement. The Client has the right to set off its claims against the debts to the Contractor.

Article 6 - Delivery

- 6.1 The Client schedules its purchase orders on the basis of general production and/or delivery times confirmed by the Contractor at an earlier stage. As soon as the Contractor has become aware of any circumstances causing those general production and/or delivery times to change, the Contractor will inform the Client of such change in writing. The changed general production and/or delivery times will apply after having been confirmed by the Client in writing.
- 6.2 Partial deliveries are not permitted, save where the Client has consented to such delivery in writing.
- 6.3 Deliveries of less and/or more than agreed are not permitted, unless agreed otherwise in writing.
- 6.4 The Contractor is required strictly to comply with the delivery date set out in the Agreement or, in the event of services, the date of performance and/or completion, unless the Client has consented in advance to any deviation from that date. Deadlines stated by the Contractor are always considered final deadlines. In the event that a deadline is exceeded without having been agreed to by the Client in advance and in writing, the Client always reserves the right to terminate the Agreement, or part thereof, by giving notice or to dissolve the Agreement without notice of default or any judicial intervention being required and without prejudice to any other rights of the Client vis-à-vis the Contractor.
- 6.5 As soon as the Contractor has become aware of circumstances as a result of which one or more agreed terms (including the date of delivery and the amount) cannot be met, the Contractor will inform the Client thereof without delay.
- 6.6 As soon as possible before the dispatch of the goods to the Client the Contractor will confirm the final date of dispatch to the Client. This may be done by sending the packing slip and invoice of the goods to the Client.
- 6.7 If the Contractor exceeds any agreed delivery date, dates or deadline(s), the Client will be authorised to impose a penalty on the Contractor, without prior notice of default, amounting to one per cent (1%) of the price of the Delivery per calendar day up to a maximum of thirty-five per cent (35%), which penalty will be due and demandable as from the day on which it is imposed. The Client's entitlement to compliance, damages and (partial) dissolution will not be affected by such penalty being imposed, collected or set off. No penalty will be payable during the first five calendar days of exceeding.
- 6.8 All deliveries will be made DDP (Delivery Duty Paid) at the Client's address according to the version of the Incoterms applicable at the time when the Agreement was concluded, unless agreed otherwise in writing (e.g. in the purchase order). If the Delivery by or on behalf of the Client is collected, the Contractor will render assistance when loading the goods without charging costs for such assistance.
- 6.9 Any documents relating to or in connection with the relevant Delivery, including, without limitation: certificates, certificates of origin, packing slips and the like, must be handed over to the Client at the time of delivery or completion of the assignment at the latest or, insofar as possible, sent to the Client in advance.

- 6.10 Section 7:33 DCC will not apply. If the Client, for whatever reason, is unable to take possession of a Delivery on the agreed delivery date, the Contractor will be required to suspend the delivery, at the Client's request for a period of not more than twelve (12) calendar weeks, without any obligation on the part of the Client to pay any damages to the Contractor in that respect.
- 6.11 Depending on the mode of transport, the Contractor will pack the goods in such way so as to ensure that they will reach their destination in a proper condition and can be safely unloaded there. If the Client has set any requirements for the packaging, security, barcoding and/or product information to be included, the Contractor will properly comply with such requirements.

Article 7 – Early termination

If the Agreement provides for services to be rendered by the Contractor, the Client reserves the right to cause that Agreement to be terminated early by giving notice, subject to the Client's right to dissolve the Agreement. In any such event the Contractor will be entitled to payment of the agreed price for the services, up to the part already executed in accordance with the Agreement, and of the expenses reasonably incurred by the Contractor prior to termination of the Agreement, which cannot reasonably be remedied and which are not covered by the payment referred to above. The Contractor must clearly set out such expenses and, if the Client so requests, make his books and accounts available for inspection by an accountant to be engaged by the parties jointly.

Article 8 – Transfer of title and risk

- 8.1 In the event of delivery of goods, and also in the event of maintenance, replacement of parts or otherwise, transfer of title to the good delivered or to be delivered passes to the Client at the time when the goods have been delivered to the Client.
- 8.2 In the event of deliveries within the framework of an Agreement for contracting work, the delivered work will be for the risk of the Client as from the time when the work is completed.
- 8.3 In all other cases the delivery will be for the risk of the Client as from the time when the Client has taken receipt of the delivery.
- 8.4 In the event that the delivery is returned to the Contractor because the Client has rejected it, the risk of the relevant delivery will again be for the Contractor as from the time when the delivery is dispatched to the Contractor.
- 8.5 In the event that the Client, pursuant to an Agreement, sends specific goods to the Contractor to be processed, adapted or otherwise, the Client will retain title to those goods. The Contractor will handle those goods with due care, will keep the goods sufficiently insured and will mark the goods so as to indicate clearly that the goods are the property of the Client.

Article 9 – Quality check

- 9.1 The Client has the right, without any obligation, to inspect or audit the Delivery, or cause the Delivery to be inspected or audited by officers designated by the Client, prior to or at the time of delivery. To that end, the Contractor must cooperate in any way insofar as necessary. The Contractor may not invoke any rights against the Client on the basis of an inspection as referred to in this Article or on the basis of a quality check carried out by the Contractor prior to delivery.
- 9.2 All costs relating to a rejection of goods will be for the account of the Contractor, save for the fees of the inspectors designated by the Client.
- 9.3 The Contractor must apply a unique (consignment) number to the Delivery, by which the raw materials, the processing and test results of the Delivery can be identified. Mixed consignments will be rejected. At the Client's first request, the Contractor will submit documents relating to the origin of all raw materials.
- 9.4 The Client is not required to accept any degree of deviation from the agreed specifications or, if no further specifications have been agreed, from the characteristic features that the Client was reasonably allowed to expect. The determination of the characteristic features of the delivery by the Client will serve as exclusive evidence between the parties, subject to any evidence to the contrary.
- 9.5 Without prejudice to the provisions of this Article the Contractor is required to inform the Client in writing, prior to the delivery, of any change of whatever nature or extent in the composition or the characteristic features of the goods to be delivered, including the packaging or software. If the Client receives such information after the conclusion of the Agreement, the Client will have the right to terminate the Agreement and cancel the delivery as a result of that termination, or, at the Client's discretion, to dissolve the Agreement, without being required to compensate any damage incurred, on whatever ground.
- 9.6 If the Contractor finds, after delivery of the goods/services, that they do not comply with the agreed quality, specifications, standards or instructions, the Contractor will timely inform the Client thereof.

Article 10 – Goods to be made available

All goods made available by the Client to the Contractor within the framework of the execution of the Agreement will be made available only on the basis of a loan.

Article 11 – Drawings and pictures

11.1 All drawings, pictures, moulds and the like made available by the Client will remain the Client's (intellectual) property and must be returned to the Client immediately after the completion of the manufacturing and/or the termination of the Agreement or, as the case may be, at the Client's first request. The Contractor will not be permitted to use or cause third parties to use said drawing, moulds and the like for or in connection with any other purpose than the performance of the agreed activities for the Client.

11.2 If in the execution of the assignment of the Client works are created in respect of which intellectual and/or industrial property rights exist or may be created, such rights are hereby transferred to the Client, and are hereby accepted by the Client. To the extent that the parties, contrary to the above, have expressly agreed that the Client will be granted a licence for the use of the abovementioned works, such licence will be perpetual, exclusive and transferable, whilst the Client will also have the right to grant sub-licences.

Article 12 – Contract variations

12.1 The Client is entitled to change the volume and/or quality of the Delivery, even if that entails contract variations.

12.2 If the Contractor is of the opinion that the change has an effect on the agreed price or the delivery time, the Contractor will inform the Client thereof in writing without delay and submit a written quotation outlining the effects on the price and the delivery time involved and the consequences for the other activities to be performed by the Contractor.

12.3 If, in the event of such a change, no agreement is reached on a new price and delivery time, the Client will be authorised to dissolve the Agreement (in full or in part) without liability for any damage or costs relating thereto.

12.4 Additional work will not be carried out by the Contractor before the Client has given instructions in writing to do so. Additional work will not include, at any rate, extra work that the Contractor, upon concluding the Agreement, could or should have anticipated in order to be able to deliver the agreed performance or functionality/functionality, or extra work caused by the Contractor's failure. No compensation is payable for any additional work that has been carried out without the Client's written instructions.

Article 13 - Staff

13.1 In the event of the rendering of services or the contracting of work the Contractor will ensure that the staff involved will have the required skills, experience and knowledge needed to carry out the work assigned to the Contractor. The Contractor will do his utmost to provide the services or carry out the work in the most cost-efficient manner.

13.2 Unless, the Contractor will engage only his own staff, unless the Client has given its prior consent in writing. The Contractor must draw his staff's attention to the obligations in accordance with the provisions of the Compulsory Identification Act (*Wet op de identificatieplicht*), so as to ensure that they can produce proof of identity if they are checked.

13.3 If, in the Client's reasonable opinion, a staff member of the Contractor is not fit to provide the services or to carry out the work and/or if his work is unsatisfactory, the Contractor will, immediately and without further costs, find a replacement for that staff member at the Client's first request.

13.4 The parties will not employ the other party's staff members or negotiate an employment with those staff members during the execution of the Agreement and within one (1) year after the Agreement has been terminated, unless the other party has given its consent. This consent will not be withheld, unless there are reasonable grounds to do so.

Article 14 – No exclusivity and/or minimum purchase

14.1 The Client is at all times permitted to give assignments to other contractors, unless it has been expressly agreed between the Client and the Contractor that their relationship is of an exclusive nature.

14.2 The Client is never required to purchase a minimum volume of goods, activities or works, now or at any time in the future, unless expressly agreed in writing.

Article 15 - Warranty

General

15.1 The Contractor warrants that Deliveries will be made in accordance with the Client's specifications and instructions to the Contractor and pursuant to applicable laws and regulations. Any prior specifications and instructions will remain

applicable as long as they have not been substituted by a new version or declared no longer applicable by the Client in writing.

15.2 The Contractor warrants that all goods have indeed been manufactured in the country as stated in the document "Country of Origin".

15.3 The Contractor warrants that no 'Anti Dumping' and/or 'Transshipment' legislation applies to the goods and that the Contractor is not involved in any investigation into 'Anti Dumping' and/or 'Transshipments' by the relevant authorities.

Delivery of goods

15.4 The Contractor warrants that the delivered goods are suitable for the use intended by the Client or, in the event that the Client will deliver the goods to third parties (including the Client's customers), the use intended by such third parties and the Contractor declares that he is aware of that use. The delivered goods will be of a proper quality, without defects and entirely in accordance with the provisions of the Agreement, the specifications as provided and the reasonable expectations of the Client as to features, quality and soundness of the goods. Furthermore, the Contractor warrants that the Delivery complies with the statutory requirements applicable in the Netherlands and any other applicable government regulations and the generally accepted standards in the relevant branch of activity.

15.5 In the event of the delivery of goods, the Contractor is at any rate required to repair, for his own account, all errors and defects becoming apparent in the goods within twenty-four (24) months after delivery of any goods, upon the Client's first demand, unless they are the result of normal wear and tear or improper use (the burden of proof for which lies with the Contractor) and unless the Client or the third parties referred to above could reasonably expect, on the grounds of deviating warranties or otherwise, that the relevant error or defect would not occur for a longer time than the period of time referred to above, in which case the above obligation to repair extends to such longer period of time.

Assignments and contracting work in general

15.6 In the event that services are provided, the Contractor will at least apply the due care applied by a professional, competently acting contractor. If the Contractor has special qualifications, the assignment must be carried out in accordance with such qualifications. The Contractor warrants that all services will be performed in accordance with applicable statutory (safety) requirements and the stipulations made by the manufacturer/supplier/the Client.

Maintenance/contracting work

15.7 All parts to be replaced within the framework of the maintenance to be carried out by the Contractor must be new and must have a manufacturer's warranty or, as the case may be, an importer's warranty.

15.8 The Contractor warrants a proper execution of the Contractor's maintenance and/or performance of the work, and of the materials used within the framework of that execution for a period of twelve months, calculated from the date on which the Client resumed the use of the relevant equipment or installation, unless the manufacturer or supplier of the materials referred to above has granted a guarantee for a longer period of time, in which case the Contractor's warranty will be extended to at least that period of time.

15.9 The warranty referred to in paragraphs 15.5 and 15.6 includes the correct performance at a later stage of any improper maintenance. If the maintenance has been carried out improperly, the Client will inform the Contractor accordingly in writing. If maintenance to be carried out by the Contractor at a later stage is no longer possible or sensible, in the Client's reasonable opinion, the Client is entitled to substituting and additional damages.

15.10 The Contractor will leave the site where the activities have taken place clean and tidy, and will remove and destroy (or cause a third party to destroy) all waste (including any and all released building materials) in a manner as stipulated by law.

Repair by third parties

15.11 If the errors or defects found in the goods and/or services, or the improper maintenance require immediate repair, in the Client's reasonable opinion, and the Contractor is unable to carry out the repair work immediately or if the Client has lost confidence in the activities/quality of the Contractor, the Client will be entitled to have the repair carried out by a third party of good report. This also applies in the event of non-compliance with the obligations to repair errors, defects and improper maintenance work as referred to in the preceding paragraphs by the Contractor. The costs arising from and relating to the abovementioned repair work are for the account of the Contractor. The Contractor is required to pay those costs to the Client within thirty (30) calendar days after the Client has sent a detailed invoice, without any entitlement to set-off on the part of the Contractor.

Article 16 – Force majeure

16.1 The Contractor may invoke force majeure against the Client if the Contractor informs the Client in writing that he invokes force majeure as soon as possible but at any rate within twenty-four (24) hours after the situation leading to the invoked force majeure, while submitting supporting documentation.

16.2 Force majeure does not include, at any rate: illness of staff members, delay caused by suppliers or late delivery of materials or staff or otherwise, scarcity of materials or unsuitable materials, the impossibility of obtaining the required permits or approval and strikes (both organised and not organised).

Article 17 - Liability

- 17.1 The Contractor is liable and will indemnify the Client for all (direct and indirect damage, including loss of profit) damage incurred by the Client arising from or relating to an attributable failure on the part of the Contractor to comply with any obligation pursuant to an Agreement concluded with the Contractor or arising from an unlawful act committed by the Contractor against the Client, its employees or third parties. The Contractor will take out proper insurance against the risk of materialisation of the potential liability under the Agreement(s) concluded with the Client (covering at least a one million euros (€ 1,000,000) and to renew that insurance during the term of the Agreement(s) referred to above. At the Client's first request, the Contractor will make the original insurance policy/policies available for inspection by the Client.
- 17.2 In the event that the Contractor is liable as referred to in the preceding paragraph, the Contractor will also be liable for all extrajudicial and judicial costs reasonably incurred by the Client in order to obtain its claim, and the Client will at any rate be entitled to charge ten per cent (10%) of the total claim with a minimum of two hundred and fifty euros (€ 250) in extra-judicial costs to the Contractor, unless the actual extra-judicial costs are higher, and also to urge the Contractor to comply properly with his obligations.

Article 18 – Liability of subcontractors

- 18.1 In the event of the contracting of work the Contractor must have at his disposal and, upon request, supply the Client without delay of:
- proof of its entry into the trade register, which proof may not have been issued more than three (3) months before the date of supplying that proof;
 - an original G account agreement insofar as such account is required, stating the institution where it was opened;
 - a statement of the turnover tax number and the tax withholding number; and
 - at least once a year a statement of his payment record issue by the Tax Authorities.
- 18.2 The Contractor is required vis-à-vis the Client to comply with his legal obligations to pay social security contributions and income tax for the employees engaged by the Contractor promptly and furthermore to comply strictly with the applicable collective labour agreement.
- 18.3 If the Client suspects that the Contractor has not complied with his legal obligation to pay social security contributions and income tax, the Client will have the right to suspend its payments to the Contractor until it has been established if and to which amount the Client may be held liable by the Tax Authorities.
- 18.4 The Contractor indemnifies the Client for any and all claims by third parties on the grounds of social (security) contributions or government tax charges and as a result of the fact that the Contractor fails to comply with this Article.

Article 19 – Termination of the Agreement

- 19.1 Without prejudice to any further rights of the Client, the Client has the right to dissolve the Agreement in full or in part without further notice of default by means of written notice, if:
- the Contractor fails to comply with one or more obligations under the Agreement;
 - the Contractor has been declared bankrupt, has applied for a moratorium of payment, has discontinued or liquidated his business, if an attachment is levied on a substantial part of his assets or if he transfers his business (in full or in part) to third parties;
 - the control over the Contractor is changed as a result of a merger or demerger;
 - an official inquiry is conducted at the Contractor's business with regard to transshipments or if a penalty has been imposed on (a customer of) on account of transshipments;
 - the Contractor acts in breach of laws and regulations relating to child labour or if the Contractor makes use of suppliers doing so.
- 19.2 In the event that the Agreement is dissolved, the risk of already delivered goods will remain for the Contractor. The goods will in that case be at the Contractor's disposal and must be collected by him. The Contractor will refund any sums already paid by the Client pursuant to the dissolved Agreement without delay. Also, the Contractor will return the goods made available by the Client within the framework of the Agreement without delay, for the account of the Contractor and deliver to the Client any and all goods that are the property of the Client without delay.
- 19.3 In the event that the Agreement is dissolved pursuant to Article 19.1 the Client will, subject to any further rights conferred upon the Client by the Agreement or the law, be entitled to:
- compensation by the Contractor of any additional costs incurred by the Client for (again) purchasing undelivered goods or a reasonable replacement of goods not received and/or retained by the Client; cause third parties to carry out activities yet to be performed according to the Agreement, for the Contractor's account;
 - withhold any outstanding part of the total price of the Delivery as security for compliance with the Contractor's warranties; and

- all of the Client's claims against the Contractor on the grounds of this Article will be immediately due and payable.

Article 20 – Intellectual property rights

- 20.1 If any intellectual property rights apply to the Delivery or the supporting documentation, the Client will have a right of use, free of cost, by means of a non-exclusive, worldwide, perpetual licence. All intellectual property rights created as a result of the execution of the Delivery by the Contractor, his staff or third parties engaged by the Contractor in the execution of the Agreement, will be vested in the Client.
- 20.2 Upon the Client's first demand the Contractor will be required to do all that is necessary to acquire and secure such rights.
- 20.3 The Contractor warrants that the Delivery does not infringe any intellectual property rights of third parties, that he will indemnify the Client for any claims by third parties on account of (alleged) infringements of those rights and will compensate any damage incurred by the Client as a result of such infringements.
- 20.4 All intellectual property rights in the goods and/or services made available by the Client to the Contractor will always remain vested in the Client and will never pass to the Contractor. The Contractor only has an on-exclusive, non-transferable and revocable right to make use of the goods and services made available in non-amended form and for his own benefit, which right will never exceed the explicitly agreed used or, as the case may be, the use reasonably required within the framework of the execution of the Agreement. The Contractor is explicitly not permitted to hand over to third parties anything that has been made available or to exchange information relating thereto with such third parties.

Article 21 - Confidentiality

- 21.1 The Contractor will not disclose information regarding the Agreement(s) to third parties, except insofar as necessary for a proper performance of his obligations towards the Client.
- 21.2 The Contractor requires compliance with this confidentiality obligation from his staff and from any third parties engaged by him and ensures compliance with that obligation by those persons.

Article 22 – Subcontracting the Contractor's work

The Contractor must carry out the agreed work personally, unless explicitly agreed otherwise. If the Contractor is a legal person, the Contractor will cause the agreed work to be carried out by his own staff. Any subcontracting of the agreed work to third parties will be permitted only with the Client's prior approval. If the Contractor, with due observance of the above, purchases the goods or services delivered or to be delivered from any third party, the Contractor will be required to supply the Client with that third party's personal data relating to its name and address in writing, at the Client's first request.

Article 23 – Suspension and set-off

- 23.1 The Contractor may not suspend any obligation pursuant to the Agreement in full or in part.
- 23.2 The Contractor may not set off its claims for payment against any debts to the Client.

Article 24 – Laws and regulations

The Contractor is deemed to comply with all relevant laws and regulations in the conduct of his business generally and, specifically, in the execution of the Delivery, expressly including, without limitation, any and all provisions regarding child labour, competition, export control and sanctions, bribery, the environment and safety.

Article 25 – Applicable law and disputes

All Agreements between the Client and the Contractor are governed by Dutch law. The UN Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes will be settled exclusively by the competent court of *rechtbank Midden-Nederland*, unless the Client prefers to present the dispute to the competent court in the place where the Contractor has his residence/registered office.

Article 26 – Translation

In the event of any inconsistency between the Terms and Conditions in Dutch and any translations thereof, the Dutch version will be binding.
