

## **ARTICLE 1. General**

**1.1** The terms listed below have the following meaning in these General Conditions:

“Customer”: the party involved as the Supplier’s contracting party in one or more of the juridical and other acts referred to in the following paragraph or at which a juridical or other act referred to in that paragraph is directed;

“Supplier”: the user of these General Conditions; and  
“General Conditions”: these general terms and conditions of sale, delivery and service.

**1.2** These General Conditions govern, in the broadest sense of the word, all offers, quotations, advice, orders, order confirmations, confirmations of assignments, and agreements of the Supplier regarding the supply of products (including machines, tools, software, hardware, capital goods, consumables and parts) and services (including but not limited to development, installation, service, maintenance and repair work);

**1.3** Any general conditions of the Customer do not apply. The Customer may rely on provisions that differ from these General Conditions only insofar as the Supplier has expressly accepted them in writing. Such differing provisions do not affect the applicability of the other provisions of these General Conditions.

## **ARTICLE 2. Entry into an agreement**

**2.1** All offers, quotations and advice of the Supplier and all orders and assignments of the Customer are subject to contract and do not bind the Supplier.

**2.2** Agreements between the Supplier and the Customers are entered into if and when the Supplier sends the Customer a written order confirmation or other confirmation, or an invoice, including an advance invoice, or, whichever is sooner, when the Supplier commences the execution of the Customer’s order, including the delivery of products.

**2.3** The Supplier is in no event bound by any documents and data (including drawings, pictures,

designs, processing proposals, technical and other specifications, descriptions, sizes, weights, and time studies) or product information (including quotations, brochures and leaflets).

**2.4** The documents, data and tools referred to in the preceding paragraph and all data generated by means of the products with which the Supplier supplies the Customer, and the software that they contain, are, remain or become the Supplier’s property, also if the Customer has been charged any costs in that regard. The Customer warrants that it will not multiply the aforesaid documents, information and data and will not make them available to any third party without the Supplier’s permission otherwise than in the performance of the agreement.

**2.5** The Customer will at all times provide the Supplier in a timely and complete manner with all the data and information required (including the data and information required for the entry into and performance of the agreement), including but not limited to all functional and technical specifications. The Customer warrants that those data and that information are correct, complete, reliable and accurate, do not infringe any third-party rights and are not in breach of any Dutch or European legislation or regulations.

**2.6** Insofar as the parties process personal data, they will make additional written agreements in that respect before that data processing takes place, in accordance with the applicable legislation and regulations regarding personal data protection, in which case those agreements will constitute an appendix to the agreement between the parties.

## **ARTICLE 3. Prices**

**3.1** Unless otherwise agreed in writing, the prices are denominated in euros, are exclusive of packaging, transport, loading, unloading and insurance costs, are exclusive of VAT and other government charges imposed on the sale and delivery, and are based on delivery ex works in accordance with the most recent version of the Incoterms.

**3.2** Unless otherwise agreed in writing, the prices referred to in the preceding paragraph are exclusive of the costs of installation and assembly. If and insofar as such costs are included in an order confirmation, they are denominated in euros, are exclusive of VAT and other government charges imposed on the sale and delivery, and are exclusive of costs and expenses of third parties engaged by the Supplier.

**3.3** In the event of factors arising or unexpected circumstances occurring after the date on which an agreement was entered into that lead to an increase in cost (including price increases of raw materials or goods purchased from third parties, currency changes and cost increases due to government measures), the Supplier may increase the prices after giving written notice to the Customer.

#### **ARTICLE 4. Prices**

**4.1** The Supplier enters into all agreements with the Customer on the condition that the Customer is found to be sufficiently creditworthy.

**4.2** At the Supplier's first request, which the Supplier may make at any time, the Customer must provide security for the timely and correct performance of its obligations towards the Supplier, in a manner determined by the Supplier.

**4.3** Unless agreed otherwise in writing, all payments must be made within 30 (thirty) days after the invoice date. If, however, the product concerned is delivered before the end of that payment period, full payment – in case of payment in instalments: full payment of all the instalments – must be made at the latest on the date on which the risk in the product passes from the Supplier to the Customer, as set out in Articles 5.4, 5.5 and 5.6. The Customer may not put any product to use until it has performed all of its obligations under the agreement.

**4.4** Payment must be made without any deduction of discounts and without any setoff or suspension. In the event of late payment, the Customer is in default by operation of law and the amount due is immediately payable, without any further demand or notice of default being required, plus the statutory commercial interest within the meaning of Article 6:119a and Article 6:120(2) of the Dutch Civil Code, increased by 3 (three) percentage points per year, as well as all judicial and extrajudicial costs incurred in the collection of that claim.

**4.5** The Supplier may at any time demand partial or full payment in advance or cash on delivery.

**4.6** Complaints concerning invoices, including advance invoices, must be submitted to the Supplier in writing within 14 (fourteen) days of the invoice date, failing which the invoice in question is deemed to have been accepted. The Supplier will not handle complaints after that period. A complaint in no event entitles the Customer to suspend its obligations under any agreement.

**4.7** In the event of insolvency, a guardianship order or the voluntary or compulsory dissolution or liquidation of the Customer (or an equivalent event under foreign law), in the event of prejudgment attachment or attachment in execution being levied on all or part of its assets or income (or an equivalent event under foreign law), in the event of suspension of payment, in the event of an administrator being appointed, in the event of Customer's death, or if the Customer fails to perform one or more of its obligations under these General Conditions or under an agreement, or to do so in a timely or proper manner, all claims (on any ground) of the Supplier fall due immediately and in their entirety, without any further demand or notice of default being required.

#### **ARTICLE 5. Delivery, term, transport, risk and packaging**

**5.1** The agreed term for the delivery of products, for installation or assembly or for the provision of other services is not binding, but the Supplier will use its best endeavours in good faith to perform within that term.

**5.2** The term for delivery or for the performance of an agreement commences at the later of the following moments:

- a.** the date on which the agreement in question is entered into;
- b.** the date of receipt by the Supplier of the documents, data, permits and the like required for the performance of the agreement;
- c.** the day of completion of the formalities required for the delivery, installation or assembly; or
- d.** the day of receipt by the Supplier of the amount that must be paid in advance before delivery under the Agreement.

**5.3** Late delivery does not give the Customer the right to dissolve (*ontbinden*) or suspend all or part of the agreement or entitle it to reimbursement of any

direct or indirect loss.

**5.4** Unless the parties otherwise agree in writing, products are delivered ex works in accordance with the provisions regarding that manner of delivery in the most recent version of the Incoterms, currently the Incoterms ® 2020.

**5.5** The products are at the Customer's expense and risk from the moment of delivery, regardless of whether they have yet to be installed or assembled. The Supplier is not liable for any loss related to their transport or any delay in their transport.

**5.6** If the parties have agreed on an acceptance protocol, the risk in the products passes to the Customer the moment the products are physically handed over to the Customer and (i) the Customer accepts the products in accordance with the agreed acceptance protocol, or, whichever is sooner, (ii) the moment the Customer first puts the products to use. The Customer warrants that a duly authorised representative always signs for acceptance on behalf of the Customer in accordance with an acceptance protocol.

**5.7** The packaging, if any, is not taken back by the Supplier.

**5.8** If the Customer has not taken delivery of the products by the delivery date or at the end of the delivery period, the Supplier may store the products or have them stored at the Customer's expense and risk and any outstanding payments or partial payments fall due immediately without any further demand or notice of default being required.

**5.9** Early or partial deliveries are permitted at all times. The Customer must accept such a delivery from the Supplier. These General Conditions also apply to partial deliveries.

**5.10** The Customer must immediately check the product delivered, the packaging, its installation and assembly, if any, and any other services provided for any (visible) defects or shortcomings, if and when the Supplier informs the Customer (i) that the products are at the Customer's disposal; (ii) that the products have been installed or assembled; or (iii) that the work to be performed has been completed. The Customer must in any event have any safety tests related to an acceptance protocol carried out within 30 (thirty) days after delivery. The Customer must immediately inform the Supplier of any (visible) defects of the product delivered, the packaging, the installation or assembly, the other work performed or

any shortfalls established, failing which the Customer is deemed to have approved the products delivered, installed or assembled or the work performed. Subject to the provisions of Article 13.2, complaints regarding the products delivered or installed or the work performed, will then no longer be dealt with.

## **ARTICLE 6. Retention of title**

**6.1** All products delivered by the Supplier to the Customer remain the Supplier's property until full payment of all the amounts payable by the Customer to the Supplier under the agreement (including interest and costs and any claims for damages). Until the aforesaid payment is made in full, no restricted right may be created on those products and those products may not be disposed of.

**6.2** The Customer must store all products sold and delivered to it by the Supplier separately and clearly identifiable on its premises until full payment for those products has been made to the Supplier. The Customer also has a duty of care regarding the products that are subject to the retention of title and must insure them and keep them insured against all risks that are customary in the industry, including but not limited to fire, theft, explosion and water damage.

**6.3** If the Customer fails to perform any agreement between the parties, the Supplier may at any time take back all the products delivered by it, or arrange for that to be done. Any claim of the Supplier against the Customer will then also fall due immediately.

**6.4** All costs incurred in exercising the retention of title (including the costs of transport and possible storage of products) are payable by the Customer.

## **ARTICLE 7. Suspension and dissolution (ontbinding)**

**7.1** If and when:

- the Customer fails to perform one or more of its obligations under these General Conditions or under any agreement with the Supplier, or fails to do so in a timely or proper manner;
- a third party alleges rights in respect of the Customer's property, attachment is levied on them or an equivalent legal measure under foreign law is taken;
- the Customer applies for a suspension of payment or files for bankruptcy (or takes an equivalent measure under foreign law), an insolvency petition or

a petition for a suspension of payment is filed against it, or the Customer makes a payment arrangement with one or more of its creditors or otherwise creates the impression of being or becoming insolvent;

- the Customer (being a natural person) dies, is placed under compulsory guardianship or under administration (or an equivalent measure under foreign law is taken) or declares that it wishes to enter into the debt rescheduling arrangement;

- the Customer voluntarily or involuntarily winds up or liquidates its business (or takes an equivalent measure under foreign law), its business is continued in another legal form, its registered office or actual place of business is moved to another country, or the direct or indirect control over the Customer is transferred to a third party; or

- the Customer transfers the rights under any agreement governed by these General Conditions to a third party;

the Supplier may at its discretion suspend its obligations, on any ground, towards the Customer until the Customer performs all its obligations towards the Supplier, or dissolve (*ontbinden*) all or part of the agreement, in both cases without any judicial intervention being required, in the form of a written statement, without being liable in any manner towards the Customer for damages, costs or interest and without prejudice to the Supplier's right to claim full damages.

**7.2** Subject to the provisions of the previous paragraph, the Customer's right to dissolve (*ontbinden*) an agreement between the Supplier and the Customer under Article 6:265 of the Dutch Civil Code is excluded, unless the parties agree otherwise in writing, in which case those other agreements apply only to the agreement in question.

## **ARTICLE 8. Force majeure**

**8.1** Force majeure includes all circumstances that occur beyond the Supplier's control, also if they were foreseeable when the agreement was entered into and that temporarily or permanently prevent all or part of the performance of the agreement, including but not limited to war risk, war, civil war, war damage, terrorism, mobilisation, riots, wilful damage, natural and other disasters, epidemics, pandemics, strikes, lockouts, problems related to equipment, transport difficulties, import or export restrictions, fire and other serious breakdowns or disruptions in the

Supplier's business (including strikes, excessive absenteeism due to illness, defects of machinery, disruptions in the supply of energy or data communication and disruptions caused by malicious software) as well as the impossibility of performance of the Agreement as a result of breach on the part of suppliers of the Supplier or third parties engaged by it in the performance of the Agreement, including mechanics engaged by the Supplier.

**8.2** In the event of force majeure, the parties may suspend their obligations under the Agreement, in which case the party relying on force majeure must immediately inform the other party of the event of force majeure. If the event of force majeure lasts longer than 3 (three) months, either of the parties may unilaterally terminate all or part of the agreement by giving written notice of default to the other party, without the parties being liable for damages towards each other.

## **ARTICLE 9. Intellectual property rights**

**9.1** All intellectual property rights related to the products sold and delivered by the Supplier (or related to their installation or assembly) and all related software and the work performed by the Supplier are vested exclusively in the Supplier or (if applicable) its supplier(s) or licensor(s). They include patent rights, trademark rights, copyrights, design rights, know-how, trade name rights, database rights and exclusive licensing rights. The delivery of a product or software or the provision of a service by the Supplier cannot be regarded as an express or implied licence to use, publish, reproduce or exploit the intellectual property rights or to release them to third parties, without the Supplier's express written consent.

**9.2** All drawings, documents, technical data, specifications, user instructions, advice, software and other information made available to the Customer by the Supplier or (if applicable) its supplier(s) or licensor(s) that are or may be subject to any intellectual property right or similar right are owned by the Supplier or (if applicable) its supplier(s) or licensor(s) and must be returned by the Customer to the Supplier at the Supplier's first request.

**9.3** The Customer must immediately inform the Supplier if it finds that a third party is infringing any intellectual property right of the Supplier or (if applicable) its supplier(s) or licensor(s), or if any third

party files any claim against the Customer related to the intellectual property rights of the Supplier or (if applicable) its supplier(s) or licensor(s). At the Supplier's request, the Customer will provide all reasonable cooperation that may lead to the earliest possible termination of the infringement or the dispute.

**9.4** If the Supplier manufactures products or produces software on the basis of drawings, designs, specifications or other instructions, in the broadest sense of the word, of the Customer, the Customer warrants that the manufacturing, stocking, marketing, supply and/or use of those products or that software and the installation or assembly of products, including software, do not infringe any copyright, trademark, patent, design or any other right of any third party. The Customer indemnifies the Supplier in this respect against all loss, including costs and interest, directly or indirectly resulting from claims of such third parties.

**9.5** If a third party objects on the basis of any alleged right to the manufacturing, stocking, marketing, supply or use of the aforesaid products and software, or to the installation or assembly of products or software, the Supplier may immediately cease the aforesaid actions, without being liable for damages towards the Customer on that ground and without prejudice to the Customer's obligation to indemnify the Supplier as referred to in the previous paragraph.

**9.6** If the Customer infringes any intellectual property right as described in this article, the Supplier may claim from the Customer an immediately payable penalty, not eligible for setoff, per infringement and per day on which the infringement continues, equal to the total price of the product or service to which the infringement relates, without prejudice to the Supplier's entitlement to full compensation.

#### **ARTICLE 10. Start-up and assembly**

**10.1** The Supplier cannot be obliged to commence the installation or assembly of the products until the Customer provides the Supplier with all the required information and data and (if applicable) the Supplier receives the entire agreed payment.

**10.2** The Supplier will ensure that the products are properly and soundly installed or assembled, that

being a best-efforts obligation on the part of the Supplier.

**10.3** If the parties have agreed on installation or assembly, the Customer warrants that the circumstances and environment at the site where the installation or assembly is to take place are such as to allow the Supplier to perform the agreement properly and without interference. For instance, the access doors must be of sufficient size and the foundations, floors and walls on or against which products are placed or to which products are attached must be in place in a proper and timely manner. The Customer must furthermore always make sufficient auxiliary materials, manpower and auxiliary staff available at its own expense.

**10.4** Work that falls outside the scope of the installation or assembly or that is necessitated by failure on the part of the Customer to adequately perform its obligations arising from the preceding paragraph is payable by the Customer.

#### **ARTICLE 11. Software and data**

**11.1** If the Supplier makes software available to the Customer for the use of a product, such is always done on a non-exclusive basis.

**11.2** The Supplier has the right (but is not obligated) at any time to change or alter the operating and other software, to provide a new version, upgrade or update, and to change the functionalities and/or properties of the software.

**11.3** The software may be used only by the Customer itself, to the exclusion of all other parties.

**11.4** The Customer acknowledges that the software supplied with products is supplied "as is" and without any warranties, subject to the provisions of Article 14.

**11.5** If the Customer fails to perform or to properly perform its obligations under these General Conditions or any agreement between the parties, or if the Supplier considers it necessary for safety reasons, the Supplier may deny the Customer the possibility of using software required for a product (and thereby possibly put the machine in question out of operation), after warning the Customer about the measure to be taken, until such time at which the Supplier establishes (at its discretion) that the Customer is adequately performing its obligations or that the safety risks identified by the Supplier have been adequately reduced.

**11.6** The Supplier is and will remain the owner of all information and data generated by the products and software supplied by the Supplier and may analyse that information and those data, for instance in order to improve its products and software.

#### **ARTICLE 12. Obligations of the Customer**

**12.1** The Customer must at all times diligently care for every product delivered and must follow all instructions for use, take all measures and comply with all instructions that must be observed when using the product and that contribute to the durability of the product and to the safety of the product and its user, including the timely performance of prescribed and other maintenance or repair work.

**12.2** The Customer must clearly and explicitly inform third parties (including but not limited to employees of the Customer) that make use of the product of the Supplier's instructions for use.

**12.3** The Customer must ensure that the products are used and operated only by trained and certified employees who have the required level of knowledge and expertise and must therefore ensure that a sufficient number of trained employees are available.

**12.4** The Customer may not engage third parties to perform maintenance or repair work regarding the products, unless the parties otherwise agree in writing.

**12.5** The Customer may not put the products to use until all the relevant partial and other invoices, including any interest and costs, have been paid in full.

**12.6** The Customer indemnifies the Supplier against all third-party claims for damages or performance and other claims that are related to or are due to failure of the Customer to comply with all or part of these General Conditions or any agreement between the Supplier and the Customer, or statutory regulations or other regulations of the Supplier, or failure of the Customer to inform or to adequately inform third-party users regarding the use of the product. The Customer is also liable for all loss incurred by the Supplier in such a case, including damage to the Supplier's name and reputation.

#### **ARTICLE 13. Complaints**

**13.1** In the event of complaints regarding visible defects (as referred to in Article 5.10) and hidden defects (as referred to in Article 13.2) of products, or

complaints regarding the performance of work by the Supplier, the Customer must immediately follow all oral and written instructions given by the Supplier (including those in instructions for use) (such as instructions to decommission or to no longer use the product in question).

**13.2** Complaints regarding hidden defects of products supplied or work performed must be reported to the Supplier in writing as soon as possible, accurately stating the nature of the defect and the reason for the complaint, in any event within 3 (three) working days after discovery of the defect of the product or, in case of installation or assembly of a product or the performance of work by the Supplier, within 24 hours after the installation or assembly or the performance of the work, failing which the installation or assembly of the product or the performance of the work is deemed to have been accepted. If the instructions for use of the product in question state a shorter period of time, that shorter period applies.

**13.3** After written notification in accordance with the preceding paragraph, the Supplier will investigate the validity of the complaint as soon as possible. For that purpose the Customer must allow representatives of the Supplier to examine and assess the product in question or the work performed at the Customer's office or premises. If in the Supplier's opinion a complaint has rightly been filed about a product delivered or work performed by the Supplier, and the Customer (also in the Supplier's opinion) has provided sufficient evidence that the defect, as referred to in Article 13.2 and Article 5.10, did indeed already exist at the time of delivery or on completion of the work, the Supplier will each time, at its option, either replace all or part of the defective product free of charge or repair the defect or the defective part of the product or reperform the work free of charge, without the Customer being entitled to compensation.

#### **ARTICLE 14. Warranty**

**14.1** For a maximum period of 12 (twelve) months after delivery (or a shorter period if the products are used in shifts), the Supplier warrants the conformity of the products supplied or manufactured by it that is required for their application and normal use, on the conditions communicated to the Customer in writing regarding the product in question and stated in the

product data sheets or user instructions made available to the Customer by the Supplier regarding the product in question.

**14.2** In the case of installation or assembly by the Supplier, the period referred to in the preceding paragraph commences on the day on which the Supplier completes the installation or assembly, on the understanding that in that case that period in any event ends 18 (eighteen) months after delivery.

**14.3** The Customer may in no event rely on the warranty referred to in the preceding paragraph if:

- the Customer fails to perform any of its obligations towards the Supplier, regardless of the reason, including full payment of all relevant invoices, including partial invoices, plus any interest and costs, as referred to in Article 4.3;
- the alleged defect cannot be regarded as a defect that arose or occurred during the normal use of the products delivered or is due to any form of wear and tear resulting from normal use;
- the products delivered have been used in circumstances for which they are not intended and/or maintenance has not been carried out in accordance with the prescribed maintenance intervals;
- the products delivered have been installed, assembled, stored, altered, processed, used or maintained carelessly or contrary to the instructions given by the Supplier, or have been repaired by a party other than the Supplier or using parts other than original parts;
- the products delivered have been used or operated by persons who are not trained for that purpose or who do not have the required level of knowledge or expertise; or
- a defect exists of which the Customer was or should have been aware, or in case of a defect caused by a circumstance that occurred after the products were delivered to the Customer.

**14.4** If a defect occurs, the Customer must inform the Supplier in writing of the complaint and of the nature of the defect immediately, but in no event later than three (3) working days after the time at which the defect could reasonably have been discovered. The Customer's right to rely on conformity in any event lapses at the end of the aforesaid period.

**14.5** If in the Supplier's opinion the provisions of Article 14.1 have been rightly relied on, the Supplier will each time – exclusively and at its option – replace all or part of the defective product free of charge, in

which case the defective product or the part in question becomes the Supplier's property, or repair the defect or the defective part of the product, or redeliver the defective service, in all cases without the Customer being entitled to damages. Costs in excess of the normal costs of repair or replacement of the products or the parts in question are payable by the Customer. The same applies to transport, travel and wage costs. The Customer must fully cooperate with the Supplier in all cases to enable the Supplier to repair the defect within a reasonable period of time, without any costs for the Supplier.

**14.6** No warranty is given for inspections performed, advice given and similar services provided by the Supplier.

**14.7** Alleged failure on the part of the Supplier to perform its warranty obligations does not release the Customer from its obligations under any agreement entered into with the Supplier. The Customer in no event has the right to dissolve (*ontbinden*) the agreement.

**14.8** The provisions of this article are exhaustive and exclude all other rights, guarantees and remedies, oral or written, express or implied, including those set out in Part 7.1 of the Dutch Civil Code, as well as guarantees regarding the marketability or suitability for a purpose other than that for which the product delivered is intended.

**14.9** If the Supplier delivers products to and possibly installs or assembles products at the Customer that the Supplier has obtained from a supplier of its own, the Supplier's obligations towards the Customer in no event exceed those on which the Supplier can rely in relation to its own suppliers and that its own suppliers actually live up to in the case in question.

## **ARTICLE 15. Liability**

**15.1** The Supplier's liability for the products and their delivery, installation and assembly is limited to the performance of the obligations set out in Article 14 of these General Conditions.

**15.2** Subject to the preceding provisions, the Supplier is in no event liable (neither in the case of the delivery of products nor in the case of the provision of services, both as referred to in Article 1.2) for damage resulting from breach in relation to the Customer, either attributable or non-attributable, or for damage resulting from a wrongful

act in relation to the Customer, unless the damage in question is due to intent or wilful recklessness on the part of the Supplier's management board or on the part of managing employees of the Supplier.

**15.3** The Supplier is in no event liable (neither in the case of the delivery of products nor in the case of the provision of services, both as referred to in Article 1.2) for direct trading loss, consequential loss or indirect loss, including but not limited to loss of profits and loss of turnover, loss incurred, loss due to delay, environmental damage and immaterial damage, incurred by the Customer. The Supplier is furthermore not liable for loss attributable to an act or omission of the Customer or a third party engaged by the Customer.

**15.4** Without prejudice to the preceding provisions, the Supplier's liability is in any event limited to the original purchase price of the products and the costs of their installation and assembly or, in the case of services, the contract value, unless the parties otherwise agree in writing.

#### **ARTICLE 16. Agreements regarding the performance of work or the provision of services**

**16.1** An agreement regarding the performance by the Supplier of work for the Customer is open-ended, unless it follows from the content, nature and purport of the agreement that it has been entered into for a fixed term or that it ends on the completion of the agreed work.

**16.2** The Customer cannot obligate the Supplier to commence the performance of the agreed work until the Supplier is in possession of all the necessary information under Article 2.5 and the Supplier has received the agreed payment or instalment (invoiced in advance).

**16.3** All orders are exclusively accepted and executed by the Supplier to the exclusion of Articles 7:404 and 7:407(2) of the Dutch Civil Code.

**16.4** The Supplier will act with due care in performing its work, that being a best-efforts obligation on the part of the Supplier, unless otherwise expressly agreed in writing.

**16.5** The Supplier will send the Customer a final invoice on completion of the work performed by the Supplier. In the event of termination (including premature termination) of the agreement, the Supplier will also send the Customer a final invoice

relating to the services provided until the date of termination.

**16.6** Both the Supplier and the Customer may at any time terminate (*opzeggen*) an agreement regarding the provision of services (regardless of whether it is an open-ended or a fixed-term agreement) in writing (also prematurely), subject to a notice period of 3 (three) months, unless the parties agree on a different notice period in writing.

#### **ARTICLE 17. Confidentiality**

**17.1** The Customer must keep secret all information and data provided by or on behalf of the Supplier which the Customer knows or should reasonably know to be secret or confidential, or whose disclosure may harm the Supplier. The Customer must also keep secret all advice, opinions or other statements given or made by or on behalf of the Supplier (in the broadest sense of the word), on the understanding that they may be used in the Customer's own organisation. The provisions of the preceding sentences do not apply, however, if the Supplier has given explicit prior written permission to disclose the information in question or its disclosure takes place on the basis of a court order or a decision of a competent public authority.

#### **ARTICLE 18. Disputes and governing law**

**18.1** All disputes arising from an obligation between the Supplier and the Customer, all disputes regarding these General Conditions and all resulting non-contractual obligations will be settled by the competent Dutch court in the district where the Supplier has its registered office.

**18.2** All obligations between the Supplier and the Customer, these General Conditions and all resulting non-contractual obligations are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.

**18.3** These General Conditions have been drawn up in the Dutch language and translated into other languages. In the event of discrepancies in the text or interpretation of those versions, the Dutch version of these General Conditions prevails.