

GENERAL PURCHASING CONDITIONS

PART A GENERAL

INTRODUCTION

1. Definitions and interpretation

1.1 The capitalized terms in these General Purchasing Conditions have the following meaning:

Delivery: the physical delivery of Goods to the place specified in the Agreement;

General Purchasing Conditions: these general purchasing conditions of Nyenrode;

Academic Year: the academic year runs from September 1 through August 31 and coincides with Nyenrode's financial year;

Services: the services to be provided and/or work to be performed under the Agreement by or on behalf of the Supplier (including contracts for services and works contracts);

Goods: the items, parts of items, and proprietary rights to be delivered by the Supplier under the Agreement including the accompanying documentation, materials, and reserve materials;

Supplier: Nyenrode's co-contracting party in the Agreement, including the contractor within the meaning of Section 400 *et seq.*, Book 7 of the Dutch Civil Code;

Nyenrode: the privately held corporation Universiteit Nyenrode B.V., Nyenrode Services B.V., or Stichting Nyenrode, all with their corporate domicile and principal place of business in Breukelen, the Netherlands, or other affiliated corporations of the above entities, on the understanding that only the legal entity with which the Agreement is concluded enters into obligations towards the Supplier;

Agreement: an agreement between Nyenrode and the Supplier for the delivery of Goods and/or Services, which is concluded with due observance of the provisions of Article 3;

Parties: Nyenrode and the Supplier jointly;

Confidential Information: information in whatever form (i) which Nyenrode has indicated must be regarded as confidential and/or (ii) which the Supplier knows or reasonably ought to know is confidential in nature.

1.2 Unless stipulated otherwise in these General Purchasing Conditions or in the Agreement:

(i) 'written' or 'in writing' also means electronic data traffic, such as messages by email; and

(ii) words in the singular also include the plural and vice-versa.

1.3 If there is any inconsistency between the provisions of these General Purchasing Conditions and the provisions of the Agreement, the provisions of the Agreement take precedence.

1.4 All deadlines mentioned in this Agreement are strict deadlines.

1.5 Nyenrode's rights and claims included in these General Purchasing Conditions apply in addition to its statutory rights and claims against the Supplier in the event of an attributable breach, non-conformity, or for any other reason.

2. Applicability

2.1 These General Purchasing Conditions apply to all requests, proposals, and offers and form part of all Agreements between the Parties, in which Nyenrode acts as the actual or potential purchaser of Goods and Services, regardless of how this Agreement is concluded.

2.2 These General Purchasing Conditions form an integral part of all Agreements between the Parties, regardless of whether there is any reference to these General Purchasing Conditions in the Agreements concerned.

2.3 Nyenrode also expressly rejects the applicability of any general terms and conditions, conditions of sale, or stipulations of the Supplier, however named, and such general terms and conditions, conditions of sale, or stipulations therefore do not apply to the Agreements.

2.4 Only Nyenrode is entitled to make amendments to these General Purchasing Agreements. These amendments will enter into effect 30 (thirty) calendar days after Nyenrode has notified the Supplier of the amended general purchasing conditions. Amendments and additions to these General Purchasing Conditions apply otherwise only if they have been agreed in writing between the Parties. The amendment and/or addition applies in that case only for the Agreement for which it has been explicitly agreed.

3. Conclusion of the Agreement

3.1 Proposals and offers from the Supplier are binding and irrevocable, unless it is expressly clear from the

document concerned that the Supplier's offer is without obligation.

3.2 The Agreement between the Parties is concluded only once Nyenrode has expressly accepted a proposal or offer of the Supplier in writing.

3.3 Verbal orders/contracts are not binding on Nyenrode, except insofar as it has subsequently confirmed the verbal order/contract in writing.

3.4 All costs associated with preparing an offer/proposal (including the costs that the Supplier has to incur for the purpose of tenders) are payable by the Supplier.

GOODS

4. Purchase, ownership and risk

4.1 The Supplier sells, and Nyenrode purchases, the Goods as described in the Agreement and transfers ownership of those Goods to Nyenrode.

4.2 Ownership of the Goods passes on Delivery, unless Nyenrode has already made payment, in which case ownership passes to Nyenrode upon payment. The risk in the Goods passes upon Delivery.

4.3 If agreed in the Agreement, the Supplier shall also provide additional services in connection with the purchase and sale of the Goods.

4.4 The Supplier warrants that unencumbered ownership of the Goods will be acquired, in the sense that the Supplier will transfer the items free of all burdens and restrictions (including limited rights, attachments, retention of title, etc.) to Nyenrode.

4.5 Nyenrode may make certain objects available to the Supplier for the purpose of the Agreement. Unless otherwise agreed in writing, all objects that Nyenrode provides to the Supplier will remain the property of Nyenrode. The Supplier is not permitted to use such objects for the benefit of third parties or make them available to third parties (unless it is necessary to make them available to employees). The Supplier is obliged to return these objects immediately on request to Nyenrode in the same condition as which these objects were provided to it by Nyenrode.

4.6 The Supplier hereby waives all rights and entitlements that vest in it under the right of retention or the right of complaint.

5. Delivery of Goods

5.1 The Goods must be delivered in the manner, at the place, and within the period and/or on the date as

specified in the Agreement, or as agreed in advance verbally or by email.

5.2 If delivery periods are exceeded, the Supplier will forfeit an immediately due and payable penalty, in favor of Nyenrode and without any prior demand or notice of default, of 0.5% of the total purchase value of the Goods for each day, or part of a day, that the Goods are not delivered. The above penalty applies without prejudice to all of Nyenrode's other rights and claims, including at least the right to claim specific performance and the right to claim the actual damage or loss suffered in addition to the penalty.

5.3 Notwithstanding the above, the Supplier is obliged to immediately notify Nyenrode of any delay, or anticipated delay, in the performance of the Agreement.

5.4 The delivery of the Goods is completed at the time of Delivery if and insofar as someone with the authority to represent Nyenrode has signed for proof of receipt. The Parties agree in this regard that:

(i) this signature does not affect Nyenrode's right to reject the Goods on the basis of Article 6;

(ii) the Supplier cannot derive any rights from this signature; and

(iii) this signature does not constitute a waiver of rights and does not affect Nyenrode's rights and claims on the basis of Article 7.

5.5 Nyenrode is not bound by a period, unilaterally set by the Supplier, within which Nyenrode (i) must inspect and/or test the Goods, (ii) give notice that the Goods have been rejected, or (iii) must complain that the Goods do not conform to the Agreement.

5.6 The Supplier is not entitled to suspend its obligation to deliver if Nyenrode fails to comply with one or more of its obligations.

6. Testing

6.1 Nyenrode is entitled to inspect or test – or to arrange for a third party to inspect or test – the Goods that have been or will be delivered in order to determine whether these Goods conform to the Agreement. The Supplier shall cooperate fully with Nyenrode, or the third parties hired by Nyenrode, and provide them with all reasonably requested information.

6.2 If Nyenrode rejects the Goods on the basis of Article 6.1, it shall notify the Supplier of this in writing within 7 (seven) calendar days of the inspection referred to in Article 6.1. The Supplier shall collect the

rejected Goods within 7 (seven) calendar days of the written notice of rejection from Nyenrode, failing which Nyenrode will be entitled to return the rejected Goods to the Supplier at the Supplier's risk and expense. Nyenrode will store, or arrange for a third party to store, the rejected Goods at the Supplier's risk and expense in the interim period. Nyenrode also reserves the right itself or through a third party to sell, destroy, or store the rejected Goods for a longer period at the Supplier's risk and expense, if the Supplier refuses to collect the rejected Goods.

6.3 An inspection or test as referred to in Article 6.1 firstly does not affect Nyenrode's rights, including but not limited to its rights under Article 7. Secondly, the Supplier cannot derive any rights from the results of an inspection or test, or the lack of such results.

7. Warranties relating to Goods

7.1 The Supplier warrants that for a period of 2 (two) years after Delivery, or such longer period as agreed in the Agreement, the Goods:

- (i) are and will remain in accordance with the specifications listed in the Agreement (including technical and other designs) and conform to the Agreement;
- (ii) comply with the general norms and technical standards recognized in the sector;
- (iii) possess the properties that have been promised and that are suited to Nyenrode's stated purpose;
- (iv) are free both from defects and third-party rights; and
- (v) are accompanied by documentation based on which an expert can independently carry out maintenance on them.

7.2 The Supplier further warrants that it will, during the term of the Agreement:

- (i) cooperate fully and unconditionally with Nyenrode, in order to enable Nyenrode to comply with its obligations under applicable legislation;
- (ii) comply with all other warranties that are common practice in its sector, to which a professional and prudent supplier can be held accountable under the given circumstances, having regard to normal attention, normal professional knowledge, and the normal exercise of the profession.

7.3 For the duration of the warranty period, as specified in Article 7.1 or 7.2, the Supplier shall, without delay, fully repair, supplement, or replace all defects or flaws relating to the Goods that are

incompatible with the provided warranties, immediately at the request and discretion of Nyenrode.

7.4 The provisions of Article 7.3 apply notwithstanding all of Nyenrode's other rights and claims, including at least the right to claim specific performance, compensation, and/or to fully or partially terminate the Agreement.

7.5 The Supplier indemnifies Nyenrode against all third-party claims and its resultant damage or loss, including costs for legal assistance, arising from or relating to the Goods not complying with the warranties given on this basis of this Article 7.

8. Packaging and dispatch

8.1 The Supplier shall pack the items at its expense with due regard for the requirements laid down by or pursuant to the law and in an appropriate manner for the items.

8.2 The Supplier shall collect the packaging materials immediately on request of Nyenrode.

8.3 Return packaging will be returned at the Supplier's expense and risk to its designated destination.

SERVICES

9. Scope of the Services

9.1 The Supplier undertakes to perform the Services at the location specified in the Agreement. The Supplier shall provide the Services within the period and/or in accordance with the time frame or schedule and at the rates specified in the Agreement.

9.2 If the above periods are exceeded, the Supplier will forfeit an immediately due and payable penalty, in favor of Nyenrode and without any prior demand or notice of default, of 0.5% of the total purchase value of the Services for each day, or part of a day, that the Services are not provided. The above penalty applies without prejudice to all of Nyenrode's other rights and claims, including at least the right to claim specific performance and the right to claim the actual damage or loss suffered in addition to the penalty.

9.3 Notwithstanding the provisions of Articles 9.1 and 9.2, the Supplier shall immediately report any delay or anticipated delay in the performance of the Agreement to Nyenrode.

9.4 If an employee is assigned to Nyenrode for the purpose of the Services to be provided by the Supplier,

the Parties expressly do not intend for the Agreement to be regarded as an employment contract between Nyenrode and the employee.

9.5 The Supplier may assign the performance of Services to third parties only with Nyenrode's prior written consent.

9.6 The Supplier is not entitled to suspend the performance of Services if Nyenrode fails to comply with one or more of its obligations.

9.7 If an order/contract is placed or granted for the purpose of training/instruction, the cancellation arrangements apply. Cancellation means the full or partial discontinuation and suspension of the agreed activities/services/the contract on the dates agreed with the Supplier. If cancellation takes place up to one calendar month before commencement, no costs are payable by Nyenrode. If cancellation takes place between one calendar month and two calendar weeks of commencement, 50% of the costs will be reimbursed. If cancellation takes place within two calendar weeks of commencement, 100% of the costs will be reimbursed.

10. Warranties relating to Services

10.1 The Supplier warrants that:

- (i) the Services will be performed in a skilled and professional manner, on time, uninterrupted and completely;
- (ii) it has verified the identity of personnel who are assigned for the Services and that their identity documents have been checked in a way that complies with the instructions of the Ministry of Social Affairs and Employment;
- (iii) the Services will be performed in accordance with special qualifications if the Supplier possesses these;
- (iv) the Services and the results of the Services to be provided conform to the Agreement and comply with the agreed qualifications and specifications (including technical and other designs) and any Key Performance Indicators or service levels as recorded in the Agreement;
- (v) the results of the Services have the properties that have been promised and that are suited to Nyenrode's stated purpose;
- (vi) the Services are performed in accordance with the applicable statutory safety and other rules, as well as the rules of the producer/supplier;
- (vii) the results of the Services are free from any third-party intellectual property and other rights.

10.2 If it transpires that the performance and/or results of the Services do not comply with the warranties listed in Article 10.1, the Supplier shall perform the Services again, at its expense, immediately at the request and discretion of Nyenrode.

10.3 The provisions of Article 10.2 apply notwithstanding all of Nyenrode's other rights and claims, including at least the right to claim specific performance, compensation, and/or to fully or partially terminate the Agreement.

10.4 The Supplier indemnifies Nyenrode against all third-party claims and its resultant damage or loss, including costs for legal assistance, arising from or relating to the Services not complying with the warranties given on the basis of this Article 10.

11. Replacement of personnel

11.1 The Supplier shall ensure that there are as few changes as possible to the personnel it assigns to Nyenrode, both for the purpose of an individual Agreement and for a new Agreement, in order to keep the knowledge that has been built up about Nyenrode's organization available as far as reasonably possible for Nyenrode and with a view to the efficient provision of the Services.

11.2 In view of the aforementioned efficiency of the services, personnel of the Supplier who are entrusted with the performance of the Services therefore can only be replaced as an exception. The transfer of knowledge to the replacement employee will not be charged to Nyenrode.

11.3 The Supplier may not replace personnel who are entrusted with the performance of the Services without Nyenrode's written consent. Nyenrode is entitled to attach conditions to its consent and will not withhold consent on unreasonable grounds.

11.4 If Nyenrode requires the replacement of personnel who are entrusted with the performance of the Services, because it believes this is necessary or desirable for the proper performance of the Agreement, the Supplier must comply with this request unless this cannot reasonably be required of it.

11.5 When replacing personnel who are entrusted with the performance of the Services, the Supplier shall assign individuals who have at least equivalent knowledge, training, and experience to those being replaced, or who comply with what Nyenrode and the

Supplier have agreed regarding these individuals in the Agreement.

11.6 For the sake of clarity, it is stated that the Supplier is not entitled to increase the agreed rates if personnel are replaced on the basis of Articles 11.3, 11.4, or 11.5.

GOODS AND SERVICES

12. Invoices and payment

12.1 Unless expressly stipulated otherwise in the Agreement, the specified rate excludes VAT, any travel or accommodation costs, and any other expenses. All costs incurred or to be incurred by the Supplier remain payable by the Supplier.

12.2 If a fixed price is agreed, this relates to all performances to be rendered by the Supplier under the Agreement. This includes the provision of computers, auxiliary materials, packaging costs, waste removal, insurance, travel and accommodation costs, shipping costs, and the costs of third parties that the Supplier has hired with Nyenrode's prior written consent.

12.3 The agreed prices are fixed and will not be altered, even in the event of contract extras or additional deliveries, unless (i) there is a written agreement to the contrary, or (ii) there is indexation in accordance with the following cumulative conditions: 1) no later than 4 (four) months before the end of the Academic Year, the Supplier indicates, with substantiating reasons, whether and how it intends to apply indexation to the price for the next year, and 2) indexation can be applied only after the Parties agree in writing, this is done in accordance with the Statistics Netherlands (CBS) index for business services using the reference month of September, and is capped at 2.5% per Academic Year.

12.4 After rendering its performance, the Supplier shall issue a specified invoice (combined, if applicable) and send it to:

'the relevant legal entity of Nyenrode'

Attn: Financial Department

Reference: 'the P number provided by Nyenrode'

P.O. Box 130

3620 AC BREUKELEN, THE NETHERLANDS

The following must always be stated on the first page of the invoice:

1. Name, address, telephone number, and email address of the Supplier;

2. Department of the party placing the order;

3. Budget number and/or purchase order number;

4. If indicated: ledger account (5 figures), contact person, and any other details;

5. Description of the supplied goods/services in accordance with the order;

6. Bank account number and, if applicable, the BIC and IBAN code;

7. VAT number and correct VAT amounts.

The invoice must obviously comply with the statutory requirements as set out on www.belastingdienst.nl.

12.5 Nyenrode shall pay uncontested invoices that comply with the requirements as set out in this article within no more than 60 (sixty) days from the invoice date. When making payment, Nyenrode shall specify the invoice number and other identification details of the invoice.

12.6 Nyenrode is always entitled to apply set-off and/or suspend payment of any amount, if it has or obtains a claim, of whatever nature, against the Supplier. During any period that the agreed Services are not performed, for whatever reason, Nyenrode will not owe any payment to the Supplier.

13. End of the Agreement and termination

13.1 An Agreement ends on the expiry of the agreed period or completion of the performance.

13.2 If the Agreement is a continuing performance agreement, Nyenrode is entitled to terminate it at any time, provided it observes a 3 (three)-month notice period. Notice of termination must be given with effect from the end of a calendar month.

13.3 Notwithstanding the rights that are afforded to it by law, Nyenrode is also entitled to terminate the Agreement with immediate effect, in whole or in part, if:

(i) the Supplier petitions for a provisional or final moratorium on the payment of its debts, if this is petitioned for on its behalf, or if it is granted a provisional or final moratorium on the payment of its debts;

(ii) the Supplier petitions for its own bankruptcy, a petition is filed for its bankruptcy, or it is declared bankrupt;

(iii) the Supplier loses its legal personality or its business is dissolved or liquidated;

(iv) the Supplier actually discontinues its business or actually discontinues and/or has discontinued its commercial activities;

(vi) with due regard for the provisions of Article 6, there is force majeure on the side of the Supplier that lasts for longer than 8 (eight) calendar days and/or an attributable breach by the Supplier (which includes an attributable breach by its personnel) in the performance of an essential obligation, which – if default has not already occurred by operation of law – is not remedied by the Supplier within 8 (eight) calendar days of a written notice of default from Nyenrode. Any breaches of warranties included in these General Purchasing Conditions, or of the Supplier's obligations to cooperate and to comply with points requiring attention and/or urgent improvement, are always regarded as essential obligations in any case.

13.4 Notwithstanding the provisions of Article 13.3, Nyenrode, without being liable to pay compensation to the Supplier, is entitled to terminate all or part of the Agreement with immediate effect if the Supplier, or the third parties that it hires, are in arrears with payment of any social security contributions, income tax deducted at source, and/or turnover tax that is due.

13.5 If notice of termination of the Agreement is given, for whatever reason, Nyenrode may require the Supplier to provide necessary and requested support, at the prevailing rates, for a maximum period of 6 (six) months from the end date of the Agreement in order to facilitate the transition of the Supplier's obligations to Nyenrode or to a third party designated by Nyenrode.

14. Force majeure

14.1 The Parties are not obliged to comply with any obligation (other than warranty obligations) under the Agreement if they are prevented from doing so within the meaning of Section 75, Book 6 of the Dutch Civil Code.

14.2 Force majeure on the side of the Supplier does not in any case include a shortage of employees, the illness or unsuitability of employees, strikes, attributable breach by third parties hired by the Supplier, a lack of permits and/or authorizations, and/or labor disputes.

15. Liability

15.1 The Supplier is liable for all damage or loss that Nyenrode suffers as a result of a breach in the performance of the Supplier's obligations and/or as a

result of the acts or omissions of the Supplier, its personnel, or the third parties it has hired.

15.2 Notwithstanding the provisions of Article 15.1, the Supplier indemnifies and holds Nyenrode harmless against all third-party claims (including but expressly not limited to penalties as a result of any infringement whatsoever by the Supplier of any statutory rule) relating to the Agreement concluded between Nyenrode and the Supplier.

15.3 Nyenrode is not liable for damage or loss suffered by the Supplier, unless this damage or loss arises from an intentional act or the willful recklessness of Nyenrode or its managers.

16. Insurance

16.1 During the term of the Agreement, the Supplier must adequately insure and keep itself adequately insured against customary risks, which obligation in any case includes holding professional and other liability insurance for businesses.

16.2 The Supplier shall submit its insurance policy/policies to Nyenrode immediately on request. If requested, the Supplier shall also submit proof of payment of the policy premiums to Nyenrode and give it notice of any earlier claims under the policy in the current insurance year.

17. Evaluation and continuity

17.1 Nyenrode shall evaluate the performance of the Supplier at least once a year, or more often if it considers it necessary to do so.

17.2 If the Supplier does not comply with the agreed service levels or KPIs in an Agreement, or if the Supplier's performance is lacking in Nyenrode's reasonable opinion (regularly or otherwise), Nyenrode will invite the Supplier to an evaluation interview. There are two possible scenarios in this regard:

(i) the evaluation is successfully completed and closed; or

(ii) Nyenrode gives the Supplier one or more points requiring attention that it will assess in a later evaluation.

17.3 If the Supplier is unable to make any improvements notwithstanding the aforementioned points requiring attention and/or urgent improvement, Nyenrode will take the measures that it deems necessary, including but not limited to (i) the suspension of its obligations for a certain period and/or (ii) the termination of the Agreement.

17.4 In order to guarantee Nyenrode's uninterrupted business operations and the continued provision of services to its clients, the Supplier is expressly not entitled to suspend all or part of its obligations under the Agreement if Nyenrode fails to perform one or more of its obligations. The Supplier may do this only if a Court, presiding over preliminary relief proceedings or otherwise, has ruled that the Supplier is entitled to suspend its services.

18. Intellectual property

18.1 All intellectual property rights that arise or can be established during or in connection with the performance of the Agreement vest in Nyenrode.

18.2 The Supplier hereby unconditionally, exclusively, and in advance transfers any rights, including copyright, which arise from the Agreement to Nyenrode, and delivers these rights as such, without reserving any entitlements in this regard. If this situation arises, Nyenrode states that it will accept this transfer and delivery. This article ought to be regarded as the deed of transfer of the above rights for each and all Agreements.

18.3 Insofar as the above transfer in advance does not result in the transfer of the rights to Nyenrode, the Supplier shall, immediately on request of Nyenrode, immediately perform any act for the purpose of transferring the rights, including but not limited to signing a written deed of transfer or any other document whose purpose is to transfer the rights to Nyenrode. The Supplier hereby grants Nyenrode an irrevocable power of attorney in this regard to perform all acts on the Supplier's behalf that are needed for the transfer of the rights to Nyenrode.

18.4 If and insofar as a transfer on the basis of the above paragraphs of this article is not possible, the Supplier shall grant Nyenrode a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicensable license to the intellectual property rights relating to the Goods and the results of the Services. The aforementioned license also includes the right to grant such a right of use to Nyenrode's existing or potential clients.

18.5 The Supplier indemnifies and holds Nyenrode harmless against all third-party claims, and must compensate all resultant damage or loss that Nyenrode suffers, including costs of legal assistance, arising from or in connection with an actual or alleged infringement of the intellectual property or other

rights of these third parties relating to the Goods and the results of the Services.

19. Changes

19.1 The Supplier shall implement changes required by Nyenrode in relation to the scope and/or qualities of the Agreement, provided that these changes are reasonably possible.

19.2 If the Supplier believes that a change has consequences for the agreed price and/or delivery period, it must, before making those changes, notify Nyenrode in writing of these consequences as soon as possible, although no later than 7 (seven) calendar days after the above request, and obtain consent for the altered price and/or delivery period. If Nyenrode believes that these consequences for the price and/or delivery period are unreasonable, the Parties shall consult in this regard.

19.3 If a change to the Agreement leads to a new price and/or delivery period, Nyenrode will be entitled to require the unchanged performance of the Agreement, a changed performance of the Agreement that it finds acceptable, or to terminate the Agreement with immediate effect without being liable to pay any compensation.

20. Miscellaneous provisions

20.1 The Parties may not use the Confidential Information that is exchanged between them for the purpose of the Agreements other than is necessary for the performance of those Agreements. The Parties may not disclose the Confidential Information to third parties without the written consent of the other Party.

20.2 The Parties are not entitled to assign the rights and obligations under the Agreement to a third party, or to encumber it with limited rights, without the prior written consent of the other Party. This consent may not be withheld on unreasonable grounds. However, the Party granting the consent is entitled to attach conditions to this consent.

20.3 If the Supplier wishes to make use of third-party services in the performance of the Agreement, either through subcontracting or hiring personnel on a temporary basis, it must request consent from Nyenrode beforehand in writing and wait for written consent before proceeding. Conditions may be attached to the above consent. If all or parts of the Agreement is/are performed by third parties after Nyenrode's approval has been obtained, the Supplier

remains liable towards Nyenrode for that performance and warrants to Nyenrode that these third parties will comply with the terms and conditions of the Agreement and these General Purchasing Conditions as though they are a party to them.

20.4 The invalidity of a provision of the Agreement and/or these General Purchasing Conditions has no effect on the validity of the other provisions of the Agreement and these General Purchasing Conditions.

20.5 Obligations under the Agreement and these General Purchasing Conditions that by their nature are intended to continue after the termination of the Agreement (on whatever grounds), will continue to exist after the termination of the Agreement.

20.6 The Dutch text of these General Purchasing Conditions constitute the only authentic text. If there is any discrepancy between the Dutch text and a translation in a foreign language, the Dutch text will prevail.

21. Applicable law and disputes

21.1 These General Purchasing Conditions and all Agreements between the Parties are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is explicitly excluded.

21.2 All disputes arising from or relating to these General Purchasing Conditions and the Agreement will be exclusively submitted to the competent court of the judicial district of Central Netherlands.