General purchase terms and conditions for CLC-VECTA member

Article 1: Definitions

1.1 The following terms are defined as follows in these general purchase terms and conditions, provided they are written with a capital letter:

- **CLC-VECTA member**: member of the association with full legal capacity CLC-VECTA Centrum voor Live Communication and also user of these Terms and Conditions;
- **Services**: the services to be performed on the basis of the Agreement, including the creation and delivery of a tangible work;
- **Goods**: the goods that are required to be delivered to the CLC-VECTA member by the Supplier on the basis of the Agreement;
- **IP Rights**: the intellectual property rights of the CLC-VECTA member, including but not limited to
- the trade names, the trademarks, copyrights, colour combinations, visuals, designs, slogans, texts, domain names, Internet addresses, advertisements, as well as similar rights;
- **Request for Quotation**: a request of the CLC-VECTA member to issue a Quotation;
- **Quotation**: the written or oral offer of the Supplier to deliver a specific Performance to the CLC-VECTA member at a specific price;
- **Order**: the written or oral instruction of the CLC-VECTA member to the Supplier to deliver a Performance;
- **Order Confirmation**: the written acceptance of the Order by the Supplier;
- **Supplier**: any business, institution or private individual that negotiates as a current or future Supplier with the CLC-VECTA member on obtaining an Order or that has received an Order;
- **Agreement**: an agreement concluded between the CLC-VECTA member and the Supplier for the delivery of a Performance by the Supplier to the CLC-VECTA member;
- **Parties**: the CLC-VECTA member and the Supplier jointly;
- **Performance**: the Goods and/or Services to be delivered by the Supplier to the CLC-VECTA member;
- **Terms and Conditions**: these general purchase terms and conditions.

2. General

2.1 The Terms and Conditions shall apply to all legal relationships in which the CLC-VECTA member acts as (potential) purchaser of Goods and/or Services, including all Requests for Quotations, Quotations, Orders and Agreements, unless the Parties have expressly departed from the applicability of the Terms and Conditions in writing.

2.2 If the Agreement contains provisions that depart from the Terms and Conditions, the provisions in the Agreement shall prevail.

2.3 In the event of any conflict between or uncertainties concerning translations of the text of these Terms and Conditions, the text of the Terms and Conditions drawn up in the Dutch language shall prevail at all times.

2.4 If a provision in these Terms and Conditions is void or voided or cannot be invoked by the Parties for other reasons, the CLC-VECTA member shall be entitled to replace that provision with a provision that is valid and enforceable. To that end, the purpose and intent of the original provision shall be taken into account as far as possible. The other provisions shall continue to apply in full in that case.

2.5 In the Terms and Conditions, 'written'/'in writing' shall also be understood to include 'by e-mail'.

3. Quotation, Request for Quotation, Order and Agreement

3.1 Requests for quotations, in whatever form, shall not be binding on the CLC-VECTA member and shall only serve as an invitation to issue a Quotation. Quotations

shall be issued free of charge. The Quotation shall be irrevocable and shall remain valid during a period of sixty calendar days from the date of the Quotation. The CLC-VECTA member shall be entitled at any time to discontinue the negotiations with the Supplier, without being liable to pay for any costs and/or loss of the Supplier.

3.2 The Supplier undertakes to provide, immediately on the CLC-VECTA member's request, all data, including economic/financial company data, that is reasonably required or believed to be required by the CLC-VECTA member for the assessment of the Supplier and its business operations and/or the assessment of whether or not the Supplier can fulfil the Agreement.

3.3 The Supplier shall be obliged to inform the CLC-VECTA member as soon as situations occur, at the Supplier or otherwise, including changes in the business or market conditions, that affect or may affect the supplier and its business operations and/or the fulfilment of the Agreement by the Supplier.

3.4 An Agreement shall only be formed after the CLC-VECTA member, on the basis of the Quotation or otherwise, places an Order and the Supplier accepts this Order by means of an Order Confirmation.

3.5 The Order is deemed to present accurately and in full the content of the Agreement formed between the Parties.

3.6 The Supplier is required to alert the CLC-VECTA member in the case of errors in or inconsistencies or incompleteness between parts of the Agreement before commencing the performance thereof and to enter into consultation with the CLC-VECTA member, so that the Agreement can be amended if necessary.

3.7 Drawings, visuals, designs, models, specifications, instructions and the like that have been provided by the CLC-VECTA member to be used for the performance of the Agreement are an integral part of the Agreement.

3.8 Any oral or written additional agreements, amendments or undertakings made subsequently by or on behalf of the CLC-VECTA member shall only be binding on the CLC-VECTA member if and only to the extent that those additional agreements, amendments and/or undertakings have been expressly confirmed in writing by the CLC-VECTA member.

4. Cancellation of Orders and Agreements

4.1 The CLC-VECTA member shall be entitled, without being liable to pay for any costs incurred by the Supplier, to cancel an Order as long as the Supplier has not accepted the Order by means of an Order Confirmation. In addition, the CLC-VECTA member shall be entitled, in case it has received an Order Confirmation, to cancel the Agreement as long as the Supplier has demonstrably not yet commenced the performance thereof. The CLC-VECTA member shall in that case pay the Supplier the costs incurred by the Supplier, insofar as these are reasonable.

4.2 If the Supplier, without having received an Order or having accepted the Order by means of an Order Confirmation, commences to deliver the Performance, it shall do so at its own risk and expense.

5. Engagement of third parties

5.1 The Supplier shall only be authorised to engage third parties in and for the Agreement and performance of the Agreement with the prior written permission of the CLC-VECTA member. The CLC-VECTA member shall be authorised at any time to attach specific conditions to this permission.

5.2 The Supplier shall be responsible and liable for the Services performed and/or Goods delivered by the third parties engaged by it in respect of the CLC-VECTA member in the same way and to the same extent as if the Supplier had itself performed the Services concerned or delivered the Goods concerned. The Supplier accordingly guarantees in respect of the CLC-VECTA member that the third parties engaged by it shall comply with the same obligations.

6. Prices

6.1 The agreed prices are in euros and exclude VAT (unless expressly stated otherwise), other government levies, costs of transport, packaging, insurance and similar costs.

6.2 The time when the Agreement was formed pursuant to Article 3.4 shall determine the prices, discounts and other terms applying between the Parties. Any subsequent price increases shall not apply between the Parties unless agreed otherwise in writing.

6.3 Exchange rate fluctuations shall be at the risk and expense of the Supplier.

7. Delivery

7.1 The delivery of Goods shall take place DDP (Incoterms 2010) at the agreed time and location of delivery. If only a date and no exact time has been agreed, delivery of the Goods must take place during office hours, i.e. Monday to Friday, except on public holidays, between 8.00 a.m. and 5.00 p.m. If no location has been agreed, delivery shall take place at the visiting address of the business of the CLC-VECTA member.

7.2 The Services to be performed must be performed at the agreed time and at the agreed location. If only a date and no exact time has been agreed, the Services must be performed during office hours, i.e. Monday to Friday, except on public holidays, between 8.00 a.m. and 5.00 p.m. If no location has been agreed, the Services must be performed at the visiting address of the business of the CLC-VECTA member.

7.3 The agreed delivery time and/or the delivery deadline, or the latest date by which the Performance must have been delivered, are strict deadlines. In the case of late delivery, the Supplier shall be in default without any notice of default being required, i.e. by operation of law.

7.4 If the Supplier foresees that the agreed deadline will not be met, it is required to inform the CLC-VECTA member of this immediately in writing, stating the reason for the delay and a new period within which it will now deliver. This shall apply without prejudice to the obligation of the Supplier to compensate the CLC-VECTA member for consequential and other loss suffered or costs incurred by the CLC-VECTA member or by third parties in connection with the failure to meet this delivery deadline. The Supplier shall only be entitled to deliver an alternative Performance after the CLC-VECTA member has given its permission for this in writing.

7.5 Every delivery of Goods must be accompanied by:
(i) a packing note, affixed in a clearly visible manner to the outside of the Goods, the packaging or the transport packaging, stating the project name, the order number and the name of the buyer concerned at the CLC-VECTA member;
(ii) a packaging or transport packaging that is adequate and complies with, insofar as applicable, the guarantees referred to in Article 12.1.

7.6 Following performance of the agreed Services, the Supplier or the Supplier's employee is required to have a 'work ticket' signed, as proof of the performance of the Services, with a description of the work performed, the project name and the order number of the CLC-VECTA member, by the person responsible for the project or implementing the project at the CLC-VECTA member.

7.7 If the CLC-VECTA member is unable to take receipt of the Performance at the agreed time, the delivery of the Performance by the Supplier shall be deferred immediately on the CLC-VECTA member's request during a reasonable period to be determined by the Parties and on the basis of further agreements to be made. Goods shall in that case be properly packaged, clearly showing that they are intended for the CLC-VECTA member, stored, protected and adequately insured by the Supplier. If the deferred delivery is a consequence of special circumstances on the part of the CLC-VECTA member, the CLC-VECTA member shall not be liable to compensate for any costs and/or loss. In all other

cases, following prior consultation with the CLC-VECTA member, the reasonable costs connected with the deferred delivery can be charged to the CLC-VECTA member.

8. Changes

8.1 The CLC-VECTA member is entitled to request contract variations. Contract variations can only be applicable insofar as the CLC-VECTA member has given written instructions for them, following a written request to that effect from the Supplier as referred to in Article 6.2 or otherwise. In the case of contract reductions, the price for the Performance shall be reduced proportionally. Unless agreed otherwise in writing, the CLC-VECTA member shall in the case of contract extras, if the contract extras will have consequences for the agreed price, pay for the agreed contract extras on the basis of the customary rates.

8.2 If, in the Supplier's opinion, contract extras will apply and this will, in the Supplier's opinion, have consequences for the agreed price and/or delivery date, it shall be obliged, before implementing the change, to inform the CLC-VECTA member of this in writing, as soon as possible but no later than within eight days after notification of the change requested. Work that could have been foreseen in advance by the Supplier shall never be eligible for being charged as contract extras. If the consequences for the price and/or delivery date are unreasonable in the CLC-VECTA member's opinion, with regard to the nature and the extent of the change, the CLC-VECTA member shall be entitled to dissolve the Agreement by means of written notification thereof to the Supplier, unless this would be contrary to the principles of reasonableness and fairness, given the circumstances. A dissolution on those grounds does not entitle the Supplier to compensation of any loss.

9. Ownership and risk

9.1 Unless agreed otherwise between the Parties, ownership of the Performance, purchased materials, raw materials and/or semi-finished products for the Performance, works in progress and technical drawings shall transfer to the CLC-VECTA member upon delivery. If the Parties have agreed that the Performance must first be approved by the CLC-VECTA member, the risk shall not be transfer until after approval by the CLC-VECTA member.

9.2 In derogation from the provisions in Article 9.1, the CLC-VECTA member shall, in the case referred to in Article 7.7, obtain ownership of Goods at the time when they are stored on behalf of the CLC-VECTA member.

9.3 If, in derogation from the provisions in Article 10.2, full or partial payment in advance has been agreed, the CLC-VECTA member shall obtain, pursuant to the advance payment made by it, without any specific acts of transfer being required for this, the ownership of the Goods, materials, raw materials and/or semi-finished products for the Performance that the Supplier uses for the performance of the Agreement or intended for this, up to the value of the amount paid in advance.

9.4 The risk of storage of the Goods, materials, raw materials and/or semi-finished products for the Performance by the Supplier and transport to the CLC-VECTA member shall be borne by the Supplier at all times. The Supplier is obliged to adequately insure, and keep insured, at its own expense, the Goods, materials, raw materials and/or semi-finished products for the Performance during the storage thereof and the transport to a destination designated by the CLC-VECTA member.

9.5 The risk during the performance of Services by the Supplier shall be borne by the Supplier at all times. The Supplier is obliged to adequately insure itself and keep itself insured at its own expense during the performance of the Services.

10. Invoicing and payment

10.1 No later than within 30 working days after full performance of the Agreement, the CLC-

VECTA member will receive an invoice stating the correct name, the name of the buyer concerned, the project name and the purchase number of the CLC-VECTA member.

10.2 The CLC-VECTA member shall pay the invoice within 30 working days after receipt, unless a complaint is made by the CLC-VECTA member following receipt of the Goods and/or the performance of the Services about the quality and/or the quantity of the Performance delivered, in which case the CLC-VECTA member shall be entitled to suspend payment for as long as the Agreement has not yet been performed correctly.

10.3 If payment in advance has been agreed, the Supplier shall be required, immediately on request, to provide security for fulfilment to the CLC-VECTA member by means of an unconditional and irrevocable bank guarantee (including the amount of VAT due) or a surety.

10.4 If – despite a complaint – payment is made, the payment does not constitute acceptance or approval of the Goods and/or Services delivered or a waiver of any right.

10.5 The CLC-VECTA member shall be entitled to set off amounts due and payable or otherwise that it can claim from the Supplier for any reason against the amounts it owes to the Supplier. The Supplier is not likewise entitled to do the same.

10.6 The CLC-VECTA member shall be entitled at any time to suspend its obligations with regard to an Agreement if and insofar as the Supplier breaches, partially or otherwise, the fulfilment of its obligation. The Supplier is not likewise entitled to do the same.

10.7 The CLC-VECTA member shall not pay any interest charges, collection costs or other costs for the collection of invoices in the event that the Supplier has submitted an inaccurate, incomplete or otherwise incorrect invoice or in the case of a breach in fulfilling the obligations of the Supplier.

10.8 Transaction costs relating to payments (for instance, with regard to payments to foreign bank accounts) shall be payable by the Supplier.

11. Inspection

11.1 Without prejudice to the Supplier's obligations, the CLC-VECTA member shall be entitled to carry out or arrange for interim inspection of the Performance to be delivered during the performance of the work, before dispatch and upon arrival at the agreed place of delivery, in order for the CLC-VECTA member to ascertain that the Performance complies with all requirements and specifications laid down in the Agreement.

12. Quality and guarantee

12.1 The Supplier guarantees:

a) that it will fulfil in a timely manner and in full its obligations on the basis of the Agreement, including but not limited to the performance of the Services and/or the delivery of the Goods in accordance with (i) the specifications (including with regard to the packaging) as stated in the Agreement, (ii) the instructions as may/will be given from time to time by the CLC-VECTA member in writing or orally and (iii) the further agreements that may be made by the Parties;

b) that the Services and/or Goods shall at all times comply with the applicable statutory requirements and instructions by the government;

c) that the Services and/or Goods will also otherwise technically and factually comply with the quality requirements to be normally applied to them, and that it will design its organisation and the implementation of the Services and/or Goods in such a way that any errors are identified and remedied in a timely manner;

d) that all information that has been provided to the CLC-VECTA member by the Supplier is accurate and complete.

12.2 If the Goods and/or Services do not satisfy the Agreement, the CLC-VECTA member can, without prejudice to the other rights of the CLC-VECTA member, oblige the Supplier, at the discretion and immediately on the CLC-VECTA member's request, to repair or replace the Goods

and/or perform the Services again, The Supplier will always do this free of charge and within the reasonable period of time stated by the CLC-VECTA member. If repairing or replacing the Goods and/or performing the Services again is not possible, the CLC-VECTA member shall be entitled to repayment of or a discount on the agreed price.

12.3 Without prejudice to the right of the CLC-VECTA member to full compensation, the Supplier, if it is unable to carry out or arrange for the repair, replacement or restoration the Goods and/or to perform the Services again within the period time referred to in Article 12.2 under a, will be required to pay a penalty of EUR 5,000 (in words: five thousand euros) for each day that it has failed to carry out or arrange for the repair, replacement or restoration of the Goods and/or reperformance of the Services.

12.4 If the CLC-VECTA member, on the basis of the provision in Article 12.2 under a, has the Supplier repair, replace or restore the Goods and/or perform the Services again, this shall not affect the right of the CLC-VECTA member to compensation.

12.5 Approval by the CLC-VECTA member, during or immediately after the delivery of the Goods, and/or signing of the work ticket as referred to in Article 7.6 shall not release the Supplier from the aforementioned guarantee obligations.

12.6 In the absence of a proper fulfilment of the aforementioned restoration obligation and/or fulfilment thereof within the set period of time, as well as in urgent cases, the CLC-VECTA member shall be entitled to carry out the necessary actions or to have them carried out by third parties at the risk and expense of the Supplier, provided the Supplier is informed thereof as soon as possible.

13. Liability

13.1 The Supplier shall be liable for all direct and indirect loss that is suffered by the CLC-VECTA member or by third parties as a result of a defect in the Performance and/or as a result of or in connection with the performance of the Agreement, or as a result of unlawful conduct of the Supplier, its staff and/or third parties engaged by it.

13.2 The Supplier shall indemnify the CLC-VECTA member against all claims of third parties (including subcontractors and government bodies), on whatever grounds.

13.3 The Supplier shall be obliged to adequately insure itself and keep itself insured for the duration of the Agreement for its liability in respect of third parties, including the CLC-VECTA member. The Supplier shall, if requested, provide proof of the insurance cover, showing that the Supplier is adequately insured. In addition, the Supplier shall, on the CLC-VECTA member's request, provide proof of payment of the premiums due in this connection.

13.4 The CLC-VECTA member shall solely be liable for direct loss suffered by the Supplier as a consequence of or in connection with the performance of the Agreement, and only in the case of intent or gross negligence on the part of the CLC-VECTA member or its managers. The liability of the CLC-VECTA member shall at all times be limited to an amount equal to the invoice value of the Agreement.

14. Force majeure

14.1 Force majeure with regard to one of the Parties shall apply if it is unable to fulfil its obligations under the Agreement as a result of a non-attributable failure. Force majeure with regard to the Supplier shall in any case not be understood to include a shortage of staff, strikes, sickness of staff, automation problems, delayed delivery or unsuitability of materials, breach of contract by third parties engaged by the Supplier and/or liquidity or solvency problems on the part of the Supplier. Force majeure with regard to the CLC-VECTA member shall in any case be understood to include, without this list being exhaustive, the bankruptcy or death of the client of the CLC-VECTA member and any non-attributable

failure of the client of the CLC-VECTA member.

15. IP rights

15.1 Drawings, visuals, designs, models, texts, photographs and the like that the CLC-VECTA member has provided to the Supplier may not be reproduced, copied or provided to third parties or otherwise used by the Supplier except solely for the performance of the Agreement. The IP Rights shall at all times be vested in the CLC-VECTA member or third parties with which it does business..

15.2 Drawings, visuals, designs, models, texts, photos and the like that the CLC-VECTA member (as part of a Request for Quotation or otherwise) provided to the Supplier must be destroyed by the Supplier six months after issuing a Quotation, unless the Supplier knows or should know that there is a possibility that the CLC-VECTA member will still place an Order on the basis of the Quotation after those six months have elapsed, for instance due to the fact that the event to which the Quotation relates has yet to take place.

15.3 The Supplier guarantees that the Services to be performed and or Goods to be supplied by it – with or without the help of third parties – do not infringe any third-party IP rights. In addition, the Supplier shall indemnify the CLC-VECTA member against claims of third parties in that regard. The Supplier shall compensate the CLC-VECTA member for any costs and loss arising from such claims.

15.4 All IP Rights with regard to all Services to be performed and or Goods to be supplied by the Supplier – with or without the help of third parties – will ultimately be vested in the CLC-VECTA member. If and insofar as de facto or legal acts are necessary to obtain those rights, the Supplier undertakes to provide, immediately on the CLC-VECTA member's request, full cooperation and to perform any acts that are necessary to vest or transfer the IP Rights. Necessary reasonable costs to be incurred by the Supplier to this end shall be paid for by the CLC-VECTA member. If a deed is required for a transfer of the aforementioned rights to the CLC-VECTA member, the Agreement shall, insofar as possible, be considered to be such a deed.

15.5 The Supplier shall never contest or dispute the IP Rights of the CLC-VECTA member with regard to the Agreement, nor undertake any attempts to register the IP Rights or otherwise obtain protection of those rights in its favour.

15.6 The Supplier, in the event that the Agreement relates to the development of visuals, designs, software and/or websites specially for the CLC-VECTA member, shall transfer the IP Rights, including the entitlement to the source code, to the CLC-VECTA member so that the CLC-VECTA member can carry out changes in the work. The CLC-VECTA member shall be entitled to carry out changes.

16. Confidentiality

16.1 The Parties undertake to observe strict confidentiality, both during and after termination of the Agreement, with regard to anything that may come to their knowledge in connection with the Agreement about the organization of the other party and the data, documents and materials received by them, without prejudice to the right of the CLC-VECTA member to use the documents and products developed by the Supplier on the basis of the Agreement for the CLC-VECTA member. The Parties shall take all measures reasonably required of them to ensure the aforementioned confidentiality.

16.2 The Supplier shall not be authorised to use, in connection with the Performance to be delivered by it, the name of the CLC-VECTA member or to refer to it in publications, including advertisements, articles, reports, business letters and brochures, unless the CLC-VECTA member has given its express written permission to the Supplier to use its name.

16.3 Without prejudice to the provisions of the preceding paragraph, the Supplier shall undertake to use the data, documents and materials that become available to it pursuant

to the Agreement solely for the fulfilment of its obligations arising from the Agreement.

16.4 The Supplier shall be required to oblige its staff members and the third parties engaged by it to comply with the same provisions concerning confidentiality in respect of the CLC-VECTA member.

17. Non-competition

17.1 The Supplier shall in no way whatsoever, directly or indirectly, by itself or through an affiliated party, in any form or capacity whatsoever, except with the prior written permission of the CLC-VECTA member:
(a) persuade, or attempt to persuade, an employee, distributor or agent of the CLC-VECTA member to end its relationship with the CLC-VECTA member or to otherwise bring this about, or employ or enter into a contractual relationship with such a person within 2 (two) years after the effective termination of its employment or relationship with the CLC-VECTA member, or do anything by which the relationship between an employee, distributor or agent and the CLC-VECTA member could be adversely affected;
(b) persuade, or attempt to persuade, a customer, supplier or other person established in the Netherlands that has a business relationship with the CLC-VECTA member to end its relationship with the CLC-VECTA member or to otherwise bring this about, or do anything by which that relationship could be adversely affected, or provide assistance or arrange for assistance or seek to provide assistance to a competitor of the CLC-VECTA member in the activities referred to under (a).

18. Termination and suspension

18.1 Unless agreed otherwise in writing, the Supplier shall not be entitled to terminate the Agreement early if the Agreement was concluded for a fixed period. If the Agreement was concluded for an indefinite period and does not end through completion, the Supplier can only terminate the Agreement with due observance of a period of notice of 3 (three) months, unless agreed otherwise in writing by the Parties.

18.2 The CLC-VECTA member shall be entitled (1) to dissolve or terminate the Agreement, as well as agreements relating to it, in writing with immediate effect and without intervention by a court being required, and without being liable to pay any compensation, and/or (2) to suspend its payment obligations in respect of the Supplier:
a) if the Supplier fails to fulfil, to fulfil in a timely manner and/or to fulfil adequately or in full its obligations under the Agreement and/or these Terms and Conditions, even if this is not attributable to the Supplier;
b) if an attachment is levied on all or part of the Supplier's assets;
c) in the event of cessation, liquidation or full or partial acquisition, merger or any condition comparable thereto, as a result of which a significant change in control at the Supplier takes place;
d) if the Supplier acts, or has acted, contrary to the provisions in Articles 16 and 17.
A dissolution or termination or suspension of payment obligations as referred to under a through e in this article shall not affect any other rights to which the CLC-VECTA member is entitled pursuant to the above, including the right of the CLC-VECTA member to compensation.

18.3 The Parties shall be entitled to dissolve or terminate the Agreement, as well as agreements relating to it, in writing with immediate effect and without intervention by a court being required, and without being liable to pay any compensation, if:
(a) the other Party is declared bankrupt or is liquidated or a petition to this end has been filed, is subject to a moratorium or has been placed under guardianship;
(b) a situation of force majeure occurs with regard to one of the Parties and lasts longer than 30 days.

18.4 As soon as the Agreement ends, the Supplier shall immediately on the CLC-VECTA member's request transfer to the

CLC-VECTA member, free of charge, all data, documents and materials, digital and in hard copy, that it has received from the CLC-VECTA member for the performance of the Agreement and that have been drawn up or developed by it and third parties engaged by it in connection with the performance of the Agreement. The Parties shall in due course make specific agreements on the way in which the transfer shall take place.

19. Other Provisions

19.1 Departures from and additions to the Agreement, the Order and the Terms and Conditions shall be valid only if they have been agreed in writing.

19.2 The Supplier shall not be authorised, without the prior written permission of the CLC-VECTA member, to transfer the Agreement or one or more rights or obligations under it to a third party. The CLC-VECTA member shall be entitled to transfer its rights and obligations under the Agreement to a third party. The Supplier provides its permission for this in advance, should the case arise.

19.3 The Supplier declares that it is aware of and accepts the privacy statement of the CLC-VECTA member. This statement is available on the website of the CLC-VECTA member. A copy will be sent to the Supplier by email upon request.

20. Applicable law and competent court

20.1 These Terms and Conditions, all Agreements and other legal relationships between the Parties, of whatever kind, shall be governed by Dutch law. The applicability of the Vienna Sales Convention (C.I.S.G.) is excluded.

20.2 All disputes between the Parties shall be settled, to the exclusion of any other court, by the competent court in the district in which the CLC-VECTA member has its registered office, unless this is contrary to mandatory law. The CLC-VECTA member shall be entitled to depart from this rule governing jurisdiction and to apply other (statutory) rules governing jurisdiction.

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