

## GENERAL CONDITIONS OF SALE

of the private company with limited liability, Pintsch Aben B.V., registered in Maarssen and filed with the Utrecht Chamber of Commerce under number 30122628.

### 1 GENERAL

- 1.1. These conditions apply to all quotations and offers made by Pintsch Aben B.V. (hereinafter referred to as "Pintsch Aben"), contracts closed with Pintsch Aben and all orders issued to Pintsch Aben.
- 1.2. These conditions exclude the terms and conditions of any other party or client (hereinafter referred to as the "Principal") of Pintsch Aben.
- 1.3. The Principal may invoke stipulations differing from or supplementary to these conditions only if and insofar these have been accepted in writing by Pintsch Aben.

### 2 QUOTATIONS, ORDERS AND CONTRACTS

- 2.1. All quotations and prices issued by Pintsch Aben shall be entirely free of obligation.
- 2.2. Orders and the acceptance of quotations by the Principal are irrevocable.
- 2.3. Pintsch Aben shall be bound only after it has accepted or confirmed the order in writing or by fax. Furthermore, Pintsch Aben shall only be bound to the extent that it has accepted in writing. Verbal acceptance or agreements either with Pintsch Aben or its staff shall be valid only after and to the extent that it has accepted in writing.
- 2.4. Goods delivered and/or applied by Pintsch Aben in consultation with the Principal, whether or not agreed upon in writing, during the execution of the contract exceed the quantities expressly specified in the contract or in the order confirmation or that which is carried out beyond the activities expressly specified in the contract or the order confirmation shall be regarded as extra work.
- 2.5. When entering into the contract, Pintsch Aben shall be entitled to require what it deems to be sufficient guarantee for the financial compliance with the contract to be closed. Refusal by the Principal to furnish such guarantee shall entitle Pintsch Aben to refuse the order.
- 2.6. The agreement shall only be established after the Principal has secured a credit insurance cover for the purpose of the contract, unless expressly agreed otherwise.
- 2.7. In order to execute its services or installation, Pintsch Aben shall be authorised to call upon third parties and to charge the Principal for the costs incurred in doing so.

### 3 DRAWINGS AND SPECIFICATIONS

- 3.1. Pintsch Aben shall be bound by data included in catalogues, brochures, illustrations, diagrams, dimensions and weight specifications and suchlike if and insofar this has expressly been agreed upon in writing.

### 4 PRICE

- 4.1. Unless otherwise stated, all prices and rates quoted by Pintsch Aben or agreed upon with Pintsch Aben shall be net in euros and therefore exclusive of VAT and any other government-imposed duties. Unless expressly agreed upon in the order confirmation, the price shall not include the following:
  - a. extraordinary customs duties and/or excise duties;
  - b. any necessary assembly and/or installation activities;
  - c. travel and accommodation costs incurred by the employees of Pintsch Aben in the course of executing the order.
  - d. forwarding charges and/or insurance costs, except in the case of agreed return shipments;
  - e. packaging and/or handling charges;
  - f. checks or inspections carried out by Pintsch Aben on the instructions of the Principal or by third parties contracted by Pintsch Aben.
- 4.2. An administration fee of € 11.50 may be charged for all orders less than € 227 net (exclusive of VAT) plus the costs of shipping.
- 4.3. In the event that Pintsch Aben has agreed to arrange for the packaging, loading, transportation, unloading, insurance, installation and/or assembly of goods without expressly agreeing a price in writing for this, it shall be entitled to charge the Principal for the actual costs incurred and/or the standard rate usually charged by Pintsch Aben for these activities.
- 4.4. Prices and rates quoted by Pintsch Aben or agreed upon by Pintsch Aben are based on the cost price current at the time of acceptance of the order by Pintsch Aben. In the event that the cost price subsequently increases, Pintsch Aben shall be entitled to charge the Principal the appropriate increase if reasonable. This shall also apply in the event that the factors causing the cost price to increase were foreseeable at the time that the contracts were closed.
- 4.5. In the event that the above-mentioned increase in cost price exceeds 10%, the Principal shall be entitled to terminate the contract within five days of receiving notification of this, unless Pintsch Aben still expresses a preference to carry out the contract without passing on the price increase. If Pintsch Aben has already started the execution of the agreement before this is dissolved by the Principal, the Principal shall be obliged to pay Pintsch Aben the costs incurred thus far.

### 5 DELIVERY, DELIVERY TIME AND EXECUTION OF ACTIVITIES

- 5.1. The delivery time shall take effect as soon as the contract is closed, and as soon as Pintsch Aben has access to all of the objects, documents and data to be supplied by the Principal, and after any advance payment agreed upon or security for payment for Pintsch Aben has been made.
- 5.2. Without prejudice to the exception described in Article 10.3, the goods and/or services to be supplied by Pintsch Aben shall be deemed to have been delivered as soon as these have been released for dispatch or as soon as they have left the factory or the store of Pintsch Aben or of third parties contracted by Pintsch Aben for the purpose of transportation to or on behalf of the Principal. The receipt signed by the Principal or a person representing the Principal shall serve as full proof of delivery.
- 5.3. In the event of failure to accept the goods, the Principal shall be charged transport, storage and other costs.
- 5.4. Delivery times agreed upon by Pintsch Aben shall not be absolute, unless expressly agreed otherwise. In the event of non-punctual delivery, the Principal shall issue Pintsch Aben a written notice of default. Exceeding the delivery times shall not entitle the Principal to supplementary or replacement compensation or failure to comply with its own obligations arising from the contract. The Principal shall be entitled to terminate the contract by giving written notice in the event that Pintsch Aben fails to deliver the goods to be supplied within a reasonable period agreed upon in writing following the time exceeded as described above.
- 5.5. Delivery times shall be extended by the period of time that the execution is delayed as a result of force majeure. They shall also be extended by the amount of time exceeding the time agreed upon that the Principal is delayed in the execution of obligations or the time which could reasonably be expected by Pintsch Aben.
- 5.6. Pintsch Aben shall be entitled to deliver in parts. As far as these conditions are concerned, each partial delivery shall be regarded as a separate delivery.
- 5.7. In the event that it is agreed that the order is to be carried out in phases, Pintsch Aben may postpone the partial delivery belonging to one phase until the Principal has provided written approval of the preceding phase and has fulfilled all of the financial commitments associated with the partial delivery.
- 5.8. If the data required for the inspection and test procedures in the order have not been made available to Pintsch Aben in good time, not at all or not in accordance with the order, the work shall be deemed to have been accepted by the Principal.
- 5.9. In the event that the Principal fails to contribute to the delivery of the goods, the goods shall be deemed to have been delivered from the moment they are ready for shipment.

### 6 Packaging

- 6.1. Pintsch Aben shall deliver the goods packaged in such a way that they shall not be damaged during transport in the means of transport chosen, irrespective of any extra charges to be made.
- 6.2. Unless intended for use once only, all empty containers shall remain the property of Pintsch Aben. The Principal shall return these immediately in the manner agreed. Non-returned or damaged containers shall be charged.

### 7 TRANSMISSION OF RISK AND OWNERSHIP

- 7.1. The responsibility for the goods to be delivered by Pintsch Aben shall be for the risk of the Principal from the moment these goods are deemed to have been delivered as stipulated in article 5.2 or article 10.3.
- 7.2. Loading, forwarding or transportation, unloading and insurance of the goods to be delivered shall be for the risk of the Principal, unless agreed otherwise.
- 7.3. Pintsch Aben shall reserve rights of ownership over all goods delivered to the Principal until everything which the Principal owes Pintsch Aben on account of deliveries or work carried out, including interest and costs, has been settled in full. This retention of title shall also apply to any claims which Pintsch Aben should acquire versus the Principal following Principal's failure in one or more of its obligations towards Pintsch Aben. Under no circumstance shall the Principal have a right of retention.
- 7.4. In the event that the Principal fails to fulfil any obligations arising from the contract in good time, incompletely or not at all, or other circumstances arise as stipulated in article 19.1, Pintsch Aben shall be entitled to undo that which has been executed and/or to take back the goods or have these taken back. The Principal shall extend to Pintsch Aben irrevocable authority to access the area(s) where the goods or services are located and shall cooperate fully with Pintsch Aben. If it fails to do so, it shall be liable to a penalty of € 500 per day, without any notice of default being required.
- 7.5. The Principal shall be obliged to give Pintsch Aben immediate notification in writing if and insofar third parties lay claim to goods or services delivered by Pintsch Aben, to the extent that they are not (yet) the property of the Principal, or in the event that any circumstances described in article 19.1 occur. The Principal shall also be obliged to notify the third party of Pintsch Aben's ownership. Should it later transpire that the Principal has failed to comply with these obligations, the Principal shall be liable to a penalty of 15% of the amount owing to Pintsch Aben, exclusive of VAT and with a minimum of € 250, without prejudice to the rights of Pintsch Aben to also claim full compensation from the Principal.

### 8 ASSEMBLY/INSTALLATION

- 8.1. The Principal shall be responsible towards Pintsch Aben for the correct and punctual execution of all constructions, facilities and/or conditions that are required for setting up the product to be installed and/or the correct operation of the product following installation, except if and insofar this is carried out by or on behalf of Pintsch Aben in accordance to data and/or drawings made by or on behalf of the latter party.
- 8.2. Without prejudice to the stipulations of paragraph 1, the Principal shall ensure for its own account and risk that:
  - a. the staff of Pintsch Aben can commence their activities as soon as they have arrived at the installation site and can continue to carry these out during normal working hours and furthermore, in the event that Pintsch Aben deems it necessary, outside normal working hours provided that the Principal has been notified in good time;
  - b. suitable accommodation and/or all facilities required for the Pintsch Aben staff are present in accordance with the official regulations, the contract and their use;
  - c. the access roads to the installation site are suitable for the required transport;
  - d. the appointed installation site is suitable for storage and assembly;
  - e. the necessary lockable storage facilities are available for materials, tools and other items;
  - f. the usual workers, equipment and materials required (including fuel, oils and lubricants, cleaning agents and other sundries, gas, water, electricity, current, compressed air, heating, lighting etc.) and the measuring and test equipment commonly used in the Principal's business are available to Pintsch Aben in time and free of charge and at the right place;
  - g. all necessary safety and precautionary measures have been taken and are maintained in order to satisfy the applicable official regulations in the context of the assembly/installation.
  - h. the forwarded products are present in the appropriate place at the start of, and during the assembly.
- 8.3. Damages and costs which arise as a result of the failure to satisfy the stipulations of this article at all or in good time shall be the responsibility of the Principal.
- 8.4. With regard to the assembly/installation time, article 5 shall apply correspondingly.

### 9 TRANSFER/TESTING

- 9.1. Upon receipt, in the event that transfer/testing is agreed upon, or following assembly/ installation in the event that assembly/installation is agreed upon, the Principal shall afford Pintsch Aben the opportunity to carry out the necessary tests and to carry out the improvements and modifications deemed necessary by Pintsch Aben. The transfer/testing shall take place without delay at the request of Pintsch Aben and in the presence of the Principal. In the event that the transfer/testing is carried out without a specific and founded complaint and in the event that the Principal does not meet the obligations stated above, the product shall be deemed to have been accepted.
- 9.2. For the transfer/testing and for any tests, the Principal shall make available to Pintsch Aben a sufficient number of the facilities required, including those referred to in paragraph 8.2 sub f, as well as representative samples of any materials to be handled or processed, timely, free of charge and in the right place, so that the user circumstances for the product as anticipated by the parties can be optimally copied. If the Principal fails to do so, the last sentence of paragraph 1 shall apply.
- 9.3. In the event of insignificant defects, in particular those that have little or no influence on the intended use of the product, the product shall be deemed to have been accepted irrespective of these defects. Pintsch Aben shall seek to remedy these defects as quickly as possible.
- 9.4. Without prejudice to the obligations of Pintsch Aben to fulfil its guarantee commitments, acceptance according to the preceding paragraphs shall preclude the possibility of the Principal holding Pintsch Aben liable for defects in its performance.

### 10 ACCEPTANCE, INSPECTION

- 10.1. The Principal shall be obliged to accept the goods at the time the goods are ready for transportation or dispatch.
- 10.2. The Principal shall accept the products no later than fourteen days after they have been delivered as described in article 5.2 or, if assembly/installation has been agreed, no later than fourteen days after assembly/installation. In the event that this period elapses without any written and specific notification of founded complaints, the product shall be deemed to have been accepted.
- 10.3. In the event that the Principal does not cooperate with an inspection or acceptance punctually or at the agreed time, the goods shall be deemed to have been delivered at the time that acceptance or inspection could have been required or expected by Pintsch Aben, contrary to the stipulations of article 5.2.
- 10.4. Pintsch Aben shall be entitled to compensation from the Principal for damage and costs incurred as the result of refusal or delay in the inspection or acceptance.

### 11 GUARANTEE

- 11.1. Pintsch Aben shall guarantee the good quality of the goods it supplies so that in the event of defects that appear in the construction, materials or the finish during the period of guarantee and in respect of which a claim is made, Pintsch Aben shall resupply at no charge, repair the goods in question at no charge, or shall credit the Principal either entirely or in part as reasonable, the invoice value of the goods in question, at its own discretion. All costs that exceed the sole obligation as described in the previous sentence, such as but not limited to transport costs, travel and accommodation costs as well as the costs of dismantling and assembly shall be borne by the Principal.
- 11.2. The guarantee applies for a period of 12 months following delivery.
- 11.3. The Principal must claim for any visible defects no later than during the inspection or test, or, in the event that inspection or testing have not been agreed upon, in writing within eight days of delivery. Failing this, every claim in respect of Pintsch Aben shall lapse.
- 11.4. Defects that can only be detected at a later stage (non-visible defects) must be reported to Pintsch Aben in writing within two working days following their discovery.

- 11.5. Legal action in this context must be brought in writing, within one year following the timely claim, failing which the claim shall lapse.
- 11.6. No guarantees shall be given in respect of inspections, consultancy and similar activities carried out by Pintsch Aben.
- 11.7. Every entitlement to guarantee shall lapse in the event
  - a. that the directions given by Pintsch Aben for storage, placement, testing, assembly, maintenance and/or use are not followed precisely;
  - b. that the goods supplied are used inexpertly or not in accordance with the agreed or usual application;
  - c. that the Principal itself or third parties that have not been contracted by Pintsch Aben install the goods supplied by Pintsch Aben or have carried out work on the goods without the authorisation of Pintsch Aben;
  - d. that the Principal fails to meet any obligation arising on its part from this contract, or fails to meet this correctly or punctually;
  - e. that the Principal carries out the disassembly, repair or any other activities on the product, or has these carried out, without the prior written authorisation of Pintsch Aben;
  - f. of nuisance, nuclear reaction, flooding, etc.
  - g. of normal wear and tear.
- 11.8. With regard to goods or parts of goods which Pintsch Aben purchased from third parties, the guarantee obligations of Pintsch Aben in respect of the Principal shall under no circumstance be greater or longer in duration than the guarantee obligations of those third parties in respect of Pintsch Aben. In this context, Pintsch Aben shall be discharged of its duties once it has transferred to the Principal its claims upon third parties. In the event of such a transfer, Pintsch Aben shall cooperate where possible in providing any information to the Principal. If so required, the Principal shall enable Pintsch Aben to provide a guarantee.
- 11.9. The guarantee shall not cover defects that occur either partly or entirely as the result of:
  - a. the application of any official regulations in respect of the nature or quality of the materials used;
  - b. materials or goods applied, used in consultation with the Principal;
  - c. materials or goods that have been supplied by the Principal to Pintsch Aben for processing;
  - d. materials, goods, working methods and constructions applied upon the instructions of the Principal as well as materials and goods supplied by or on behalf of the Principal.
- 11.10. In the event that Pintsch Aben replaces parts/products in order to meet its guarantee obligations, the replaced parts/products shall become the property of Pintsch Aben.
- 11.11. Unless agreed otherwise in respect of the repair or revision activities or other services carried out by Pintsch Aben, guarantee shall only be extended on the soundness of the execution of the contracted activities, for a period of three months. This guarantee shall cover the sole obligation of Pintsch Aben to repeat the activities in question if and insofar that the activities in question prove unsatisfactory. In that case, the second sentence of paragraph 1 shall apply.
- 11.12. The alleged failure of Pintsch Aben to meet its guarantee obligations shall not discharge the Principal from its obligations that arise on its part from any contract closed with Pintsch Aben.

## 12 LIABILITY AND INDEMNITY

- 12.1. The liability of Pintsch Aben in relation to any defects in the goods or services it has supplied is limited to meeting the guarantee described in the previous article.
- 12.2. Pintsch Aben shall under no circumstance be obliged to pay replacement or supplementary compensation for damages except if and insofar that the damage suffered was the result of wilful intent or gross negligence on the part of Pintsch Aben or its representatives. With the exception of wilful intent or gross negligence on the part of Pintsch Aben or its representatives, the liability of Pintsch Aben for any trading, consequential or indirect damage shall be excluded.
- 12.3. In cases in which Pintsch Aben is obliged to pay compensation for damages, this shall under no circumstance exceed either the invoice value exclusive of VAT of the goods supplied which caused or contributed to the damage, or in the event that the damage is covered by an insurance policy held by Pintsch Aben, the actual amount paid by the insuring body, at the discretion of Pintsch Aben. Said restriction shall not apply if and to the extent that the damage suffered is caused by the wilful intent or gross negligence by Pintsch Aben or its representatives.
- 12.4. Any claim made against Pintsch Aben, except those recognised by Pintsch Aben, shall lapse after a period of 12 months since the occurrence of the claim.
- 12.5. Conditions which limit, exclude, or establish liability which could be invoked against Pintsch Aben in relation to the goods supplied by suppliers or subcontractors of Pintsch Aben, may also be invoked by Pintsch Aben against the Principal.
- 12.6. The employees of Pintsch Aben or employees hired by Pintsch Aben for the purpose of executing the contract shall be entitled to invoke any and all means of defence to be derived from this contract in respect of the Principal as though they were party to the contract themselves.
- 12.7. The Principal shall indemnify Pintsch Aben, its employees and all staff hired for the purpose of executing the contract against any third party claims in relation to the execution by Pintsch Aben of the contract, provided that these claims are more or different from those which the Principal is entitled to make against Pintsch Aben.

## 13 PAYMENT AND SECURITY

- 13.1. Payment shall take place within 30 days following the date of the invoice, unless agreed otherwise in writing.
- 13.2. The Principal shall waive any right to settlement of mutually outstanding amounts. Guarantee claims shall not serve to suspend the Principal's payment obligations.
- 13.3. In the event that the Principal fails to pay an outstanding amount as set out above, he shall be in default without notification being required. As soon as the Principal is in default with any payment, all other claims by Pintsch Aben in respect of the Principal shall be payable immediately. From the day upon which the Principal is in default, he shall be liable to pay to Pintsch Aben default interest in accordance with the official interest rate with a minimum of 1.5% per month or each part of a month that the default continues, and be obliged to pay any extrajudicial collection costs incurred by Pintsch Aben, fixed at a minimum of 15% of the principal sum, with a minimum of € 125, without prejudice to any legal costs payable by the Principal following to a legal decision.
- 13.4. In the event that the Principal remains in default with a payment of a partial delivery or delivery phase, Pintsch Aben shall be entitled to suspend the execution of any further orders or phases for the period that the Principal fails to pay a (partial) invoice due, without prejudice to Pintsch Aben's right to terminate the order(s) definitely following notification of the default and to demand payment for all outstanding claims. Pintsch Aben shall also be entitled to compensation for damage, loss of profit and/or interest in accordance with article 13.3.
- 13.5. All payments by or on behalf of the Principal shall first be deducted from the costs owing, then from the interest due and subsequently from the principal sum and current interest.

## 14 FORCE MAJEURE

- 14.1. Pintsch Aben shall be entitled to invoke force majeure in the event that the execution of the contract in its entirety or in part, temporarily or not, is interfered with or is frustrated by circumstances that can reasonably be said to be beyond its control (even if these could have been anticipated at the time the contract was established), including but not limited to company blockades, strikes, overtime bans and shut-outs, delayed supply of parts, goods or services ordered from third parties to Pintsch Aben, other than circumstances, accidents and business obstacles attributable to Pintsch Aben.
- 14.2. In the event of force majeure, Pintsch Aben shall be entitled, without legal action, to either suspend compliance with the contract for the duration of the force majeure, or to terminate the contract without any liability for payment of any compensation for damages or penalty to the Principal. Pintsch Aben shall be entitled to invoice the Principal pro rata for any goods and services delivered until that point. In the event that the force majeure continues for more than three months, the Principal shall be authorised to dissolve the part of the contract that cannot be realised by means of a written statement, without prejudice to the stipulation of article 19 and without Pintsch Aben being liable to pay any form of compensation for damages or penalty, whereby Pintsch Aben shall be entitled to invoice the Principal on a pro rata basis for any goods or services delivered.

## 15 CLAIMS

- 15.1. After the term for complaint referred to in article 10 has elapsed, the Principal shall be deemed to have approved that which has been delivered or executed, or the invoice.
- 15.2. Pintsch Aben must be notified of any claims in writing and in a verifiable manner.
- 15.3. Claims shall under no circumstance discharge the Principal from its obligations to pay in accordance with article 13.

## 16 CANCELLATION

- 16.1. In the event that the Principal cancels an order either in its entirety or in part, Pintsch Aben shall be entitled to charge the Principal cancellation costs with a minimum amount of € 250 (exclusive of VAT), calculated over the net purchase price using the following time schedule;
  - a. 20% up to 31 days prior to the agreed delivery date;
  - b. 35% 30 days or less prior to the agreed delivery date;
  - c. the cancellation costs shall be the costs actually incurred if the costs incurred made by Pintsch Aben exceed the percentages referred to under a. and b.
- 16.2. Requests to cancel an order either in its entirety or in part following (partial) delivery, or orders involving specially manufactured goods and/or ordered purchase parts cannot be met.
- 16.3. Cancellation shall take place by means of registered letter. The date of receipt of the written notification shall be taken as the date of cancellation.

## 17 COPYRIGHT, CONFIDENTIALITY AND TRANSFERABILITY

- 17.1. Pintsch Aben shall retain all industrial and intellectual property rights with regard to the materials it acquires and the inventions, drawings, models and copyright work these contain.
- 17.2. Pintsch Aben shall indemnify the Principal against any action by third parties based on allegations that the programming/materials infringe a copyright valid in the Netherlands.
- 17.3. The Principal shall indemnify Pintsch Aben against any action by third parties based on allegations that the data, drawings, etc. provided by the Principal infringe a copyright valid in the Netherlands.
- 17.4. The Principal shall not hire out, lend, or copy, change or reproduce programming/materials supplied by Pintsch Aben, or to alter these in their entirety, or partially, to change their brand name or packaging or to use the respective brand name in any other manner, or to register it in its own name without the express authorisation of Pintsch Aben. If Principal fails to do so, it shall be liable to pay a penalty of € 11,500 per infringement, without prejudice to the right of Pintsch Aben to terminate all contracts still pending, whereby Pintsch Aben shall be entitled to invoice the Principal on a pro rata basis for any goods or services delivered and to claim compensation for damages in accordance with the stipulation in article 19.
- 17.5. The Principal shall not be permitted to transfer its rights and/or obligations arising from the contract closed with Pintsch Aben to any third party without the express written authorisation of Pintsch Aben.

## 18 COOPERATION OF PRINCIPAL

- 18.1. The Principal shall cooperate with Pintsch Aben and supply in good time all data and information which Pintsch Aben deems necessary or useful in carrying out the contracted activities or deliveries.
- 18.2. The Principal shall ensure that the environment in which Pintsch Aben carries out its activities or the place(s) where the delivered goods are applied comply/complies with the safety requirements, accessibility requirements, electricity supply etc. set by Pintsch Aben, and that these requirements are maintained consistently during the course of the installation/assembly.

## 19 TERMINATION AND SUSPENSION

- 19.1. In the event that the Principal fails to meet one or more of its obligations in good time, completely or at all, or is declared bankrupt, requests (temporary) suspension of payment, or its business is liquidated and in the event that its capital is seized either in its entirety or in part, or in the event that the Principal is an individual who is placed under custodial care or dies, Pintsch Aben shall be entitled to suspend the execution of the contract or to terminate the contract either entirely or partially without prior notification of default by means of a written statement, at its discretion and without prejudice to its rights to compensation for costs, damages, loss of profit and interest. The Principal shall not be entitled to request termination of the contract in retrospect.
- 19.2. The item "loss of profit" shall amount to at least 15% of the agreed price with a minimum of € 250 (excluding VAT), subject to counter evidence.

## 20 DISPUTES AND APPLICABLE LAW

- 20.1. Any and all disputes that arise between the parties shall be arbitrated exclusively by the competent court in Utrecht, unless Pintsch Aben prefers another competent court.
- 20.2. Provided the disputes referred to in the previous paragraph are covered by the absolute competence of the District Court division as per Dutch civil procedural law, dispute settlement is exclusively reserved to the competent district court.
- 20.3. The contract shall be subject to Dutch Law. The applicability of the United Nations treaty in the context of International Purchase Contracts with regard to Movables dated 11 April 1980 is hereby expressly excluded.