

**GENERAL CONDITIONS OF SALE AND SERVICES OF  
TWTG R&D B.V.**

**Article 1** Definitions

In these general conditions, the terms indicated hereafter with a capital letter shall be used with the following meaning unless explicitly indicated otherwise:

Customer:	any (legal) person who has concluded or wishes to conclude an Agreement with TWTG R&D B.V.;
Supplier:	TWTG R&D B.V. (Dutch Chamber of Commerce registration 60320192) is situated in Schaarwijk 386; 2909 LA; Capelle a/d IJssel, the Netherlands;
Agreement:	the agreement between the Supplier and the Customer in relation to the purchase, sale, and delivery of the Products and/or Services;
Business day:	a day on which banks in the Netherlands are open for business;
the Party (Parties):	Supplier and Customer individually or collectively;
the Product(s):	embedded hardware solutions and if required the surrounding ecosystem;
the Service(s):	connectivity solutions, as well as communication and support provision for the hardware installed and in some cases replacement components;
Confidential Information:	all visual, verbal, written, and/or electronic information and data which, either directly or indirectly are published by the providing Party to the receiving Party or the management and/or staff of the receiving Party including but not exclusively information relating to business management, products, manufacturing methods, financial information, prices, market information, customers and/or suppliers and/or competition sensitive information;
Purchase order:	the order to proceed with the procurement of Products and/or Services; in the Event a Purchase order is placed following an offer made by the Supplier, this act shall constitute an acceptance of that offer;
Installation:	Implementation of hardware and corresponding software, as the case may be, at a Customer's choice of place/site;
Conditions:	these general conditions of sale.

**Article 2** Scope

1. The clauses of these Conditions shall apply to any and all offers from the Supplier (including offers or requests thereto) and agreements concluded and to be concluded by it insofar as these Conditions are not explicitly deviated from in writing by the Parties.
2. The applicability of the general conditions maintained by the Customer are hereby explicitly rejected. The simple fact of entering in the Agreement entails that the Customer waives any existing general conditions on its part, so that all the Agreements are exclusively subject to the application of these Conditions.
3. Deviations from these Conditions are only binding to the Supplier, if and insofar as the Supplier has confirmed these in writing (no oral modification allowed).
4. In the event that the Conditions and the Agreement should contain contradictory clauses, the Agreement prevails.
5. In the event that one or more of the clauses of these Conditions should be invalid, in breach of the law or unenforceable in any other way, such does not detract from the validity of the remaining clauses. The Parties shall negotiate concerning a new clause to replace the invalid or unenforceable clause, which shall follow the intent of the invalid or unenforceable clause insofar as possible.
6. No rights may be derived in any way in relation to the (sub)headings as implemented in these Conditions. The (sub) headings do not impede the content or validity of each (sub) article as used in these Conditions.
7. Supplier shall provide or otherwise make available the Services to the best of its knowledge and abilities. This will be a best efforts obligation only.

**Article 3** Offers and the conclusion of an Agreement

1. An Agreement between Supplier and Customer is realised because the Customer (i) accepts the offer from the Supplier or (ii) places a Purchase order or (iii) the Supplier may reasonably rely on acts from the Customer that an Agreement was concluded. In any event payment of an invoice from the Supplier shall constitute acceptance.
2. Any agreements or changes made subsequently, as well as (verbal) agreements and/or undertakings of personnel of the Supplier or on behalf of the Supplier by salespersons, agents, representatives or other intermediaries are only binding to the Supplier if and insofar as these have been confirmed in writing by the Supplier.
3. In cases where components used in the Products provided are end of life, the Supplier reserves the right to make changes to the composition of Products to be delivered, also including but not exclusively, technical changes to the Product. The Supplier guarantees that this shall not result in any impairment of the functional

properties of the Product in question, changes in prices will be fed-through directly, as soon as these increase by more than 2%.

4. The Supplier is entitled, if this is considered necessary or desirable for the correct execution of the Purchase order provided in order to carry out the Agreement, to engage third parties, the costs of which shall be passed on to the Customer.
5. All descriptions, illustrations, models and/or samples by which the Supplier informs the Customer of the Products and/or Services to be offered, including advertising and price lists, only give a general impression of the Products and/or Services.
6. If the Customer acts in the execution of a profession or business, articles 6:227b section 1 and 6:227c of the Dutch Civil Code ("Burgerlijk Wetboek") are not applicable.

**Article 4 Contractual negotiations**

1. The Supplier is entitled to break negotiations about an Agreement still to be concluded at any time. The Customer may, in the event of broken negotiations, never require that further negotiations be carried out or claim any compensation for any costs incurred and/or damages suffered or yet to be suffered regardless of the grounds for such damages.

**Article 5 Prices**

1. The prices given by the Supplier are on the basis of the delivery Ex Works ("EXW") (Incoterms 2000), exclusive of VAT, import duties and other taxes, levies and dues.
2. The Supplier is entitled to charge (i.e. change the agreed price) in the event of changed market prices and/or price increases by suppliers or other developments, such as changes in raw material, auxiliary materials, material and labour costs, government measures, currency exchange rates, taxes, duties and levies. Supplier shall inform the Customer of any price increase as soon as possible in writing. If the price increase occurs within one (1) month after the conclusion the Agreement and amounts to more than ten (10) % of the original price, the Customer is entitled to demand in writing, within ten (10) days after the written notice referred to in the previous sentence, is sent that the agreement be rescinded; if this does not occur, the Customer shall be deemed to have agreed to the price increase.

**Article 6 Payments**

1. Payment will take place in euros (in the Netherlands) without deduction of any discounts, banking charges or debt settlement. Where prices are quoted in other currencies than euros the price is based on a spot exchange rate (based on the International Chamber of Commerce) on the day of submission of an offer. The Supplier is entitled to suspend its obligations pursuant to the Agreement(s) either in whole or in part, without prejudice to its remaining rights pursuant to the Agreement and the Conditions, until the Customer fully complies with its obligations for paying in advance casu quo providing security. The aforementioned suspension does not impede the Customer's obligations.
2. Payment milestones are: fifty (50) % upon entering into the Agreement (acceptance of an offer); fifty (50) % on delivery of the Products/commencement of performance of the Services.
3. Payment of the invoices must be made to a bank or giro account designated by the Supplier within thirty (30) days of the invoice date.
4. In the event of failure to pay (in advance) in full on time, the Customer shall lawfully and without any notice being required be in default and the Customer shall from the start of the default owe interest on the amount payable (inclusive of VAT) at a contractually monthly interest rate of two (2) %.
5. If the Purchase order is issued by more than one Customer, all Customers are jointly and severally liable for compliance with the obligations as stipulated in the Agreement, these Conditions and more specifically in this article and article 13.

**Article 7 Delivery/risk and delivery period**

1. The delivery of Products shall be realised EXW (Incoterms 2000) from (i) the production site or (ii) from a Supplier's controlled warehouse.
2. The Products to be delivered by the Supplier count as having been delivered when the Supplier has handed over the Products, cleared for export, into the charge of the carrier. At the moment the Products are made available to the Customer or the carrier, the risk of loss of and damage to the Products shall be transferred to the Customer.
3. The Supplier is entitled to make divided deliveries (partial deliveries), which must be paid in advance casu quo provided with security or could be invoiced separately by Supplier. In such an event Customer has the obligations as mentioned in article 6 of the Conditions.
4. Delivery times are provided as an approximation. The statement of delivery periods shall never be considered as fixed deadlines.
5. Exceeding the delivery period does not oblige the Supplier to pay any compensation. The Customer may, after a minimum six (6) weeks overrun of the delivery period, formally warn the Supplier in writing, with statement of a final (reasonable) period of delivery of at least six (6) weeks. If delivery is still not realised within the said period, the Customer is entitled to dissolve the Agreement, unless the Supplier is in a position of force majeure (see article 21 of the Conditions).

**Article 8** Receipt of the Products by the Customer

1. The Customer is obliged to take delivery of the Products at the time of delivery by the Supplier unless the Parties explicitly agree that the Supplier shall store the Products at the expense and risk of the Customer.
2. If the Customer does not receive the Products at the time of delivery by the Supplier and no other agreements have been made in that regard, the Customer shall be in default without further notice and the Supplier may store the Products at the expense and risk of the Customer. All costs arising from the aforementioned circumstances, including, amongst others, the storage costs are payable by the Customer and shall be settled by the Customer before the Supplier shall be obliged to deliver the Products concerned. That stipulated in this section is applicable without prejudice to other rights belonging to Supplier.

**Article 9** Transport

1. In the event the Customer and the Supplier agree that the Supplier should carry out the transport, shipment, and/or insurance of the Products, the Customer bears the costs and the (extra) risks resulting thereof and the Customer is obliged to cover these by means of an (additional) insurance and such without prejudice to that stipulated in article 7 of the Conditions.
2. In any event, the transport of the Products shall be realised at the expense and risk of the Customer.

**Article 10** Complaints

1. The Customer is obliged to check/inspect the Products and the packaging for any visible defects such as inaccuracies, shortcomings, and/or damage on receipt of the Products and also to check whether the Products show any defects and/or damage within five (5) business days. In case of Services performed any complaints should be made within five (5) business days.
2. Complaints must be made in writing and must be substantiated on their nature and (legal) basis by means of a default notice, failing which, the Customer is considered to have accepted the Products and/or Services performed.
3. Use of the Products and/or resale entails acceptance by the Customer.
4. The provisions of sections 2 and 3 do not detract from the Customer's rights in relation to hidden defects. The Customer is obliged to notify the Supplier in writing of any hidden defects within five (5) business days after these have been ascertained or should reasonably have been ascertained, by in any case no later than six (6) months after receipt of the Products.
5. In the event of a complaint, the Customer is obliged to keep the relevant Products at the disposal of the Supplier for closer inspection. The Customer is moreover also obliged to cooperate in any other way in any investigation into the Products by the Supplier as well as to grant the Supplier access to its premises in that regard.
6. A complaint does not entitle the Customer to suspend any (payment) obligations in relation to the Supplier and/or to claim a settlement of debts.
7. Returning the Products is only permitted after prior written authorisation from the Supplier, under conditions to be defined in more detail by the Supplier, amongst others in relation to the costs and the method of the return. If Products are returned without the Supplier's consent, the dispatch and storage of the goods shall be at the expense and at the risk of the Customer.
8. In the event that the opinions of the Parties differ concerning the basis of a complaint in relation to the Products, the Parties shall jointly appoint an independent expert who shall be asked to form an opinion. The result of the assessment by the independent expert is binding for the Parties. The costs involved with the assessment shall be borne by the Party, which is at fault (to the greatest extent).

**Article 11** Guarantee & Warranty

1. The Supplier undertakes that at the time of delivery the Products shall as regards workmanship and material be free from any significant defect and shall be in accordance with the agreed quantities and types and the product specifications applicable as stipulated in the Agreement.
2. If no warranty term is stated in the Agreement or if no (separate) warranty agreement has been entered into, a warranty period applies for twelve (12) months after delivery. The warranty covers the defects resulting from defective parts, materials or manufacturing, if such defects materialised. The warranty exclusively entails that the Supplier is obliged to deliver any Products still missing, to replace Products delivered or to accept Products back and to refund the Customer for the corresponding amount of the invoice and to compensate the costs related to sending back these Products. The Supplier shall not in any event accept any further obligations, including the reimbursement of any other costs, damage and/or interest.
3. Other conditions and warranties in relation to the quality or suitability of the intended use of the Products are applicable in the event that these are agreed in writing between the Parties.
4. All agreements concerning the warranty lapse if the Customer adapts or processes or makes changes to the Products delivered without prior written authorisation from the Supplier or does not use the Products delivered in accordance with the instructions for use or uses or allows these to be used improperly, such as but not

limited to opening the Product, changing or replacing certain components or not used in accordance with the respective manuals

5. In the event that installation is required by Supplier, the Supplier shall carry out the installation as agreed with the Customer. If the Customer or a third party chosen by the Customer is responsible for the installation, then Supplier shall have and take no responsibility for malfunction and/or erroneously installed hardware.

**Article 12 Use by the Customer/indemnity**

1. The Customer shall refrain from adapting or processing or making any changes to the Products delivered, barring prior written authorisation from the Supplier. The Customer is moreover not permitted to remove the trademarks and logos and/or other texts/statements applied by the Supplier from the Product (e.g., instructions for use, warnings, etc.).
2. The Customer indemnifies the Supplier from the consequences of claims for damages and claims by third parties resulting from non-compliance on the part of the Customer of the obligations stipulated in this article.

**Article 13 Termination of the Agreement, cancellation or deferred delivery request of a Purchase order**

1. In the event that the Customer fails to comply with any obligation in relation to the Supplier, or has not done so completely or in time, or has been granted moratorium, or has been declared bankrupt, or has taken a decision to liquidate, the Customer shall lawfully be in default and all claims of the Supplier shall be immediately payable (inclusive of VAT) and a contractually monthly interest rate of 2% shall be due from that moment or from the previous due date. The Customer must thereby also pay the Supplier all extra-judicial costs incurred by the Supplier at a minimum of fifteen percent (15%) of the outstanding claim and this without prejudice to its claim to any legal costs.
2. Furthermore, the Supplier is entitled in such a case to suspend the (further) execution of its obligations for a maximum period of two (2) months and to take back the Products belonging to it or to terminate the current Agreement and any other Agreements concluded with the Customer either in whole or in part, all without prejudice to its other rights. During the suspension period, the Supplier has the right and at the end thereof the duty, to choose the (further) execution or whole or partial termination of the suspended Agreement(s), without owing any compensation to the Customer. The aforementioned suspension does not impede the Customer's obligations.
3. Cancellation or deferred delivery requests regarding a single Purchase order can only be done by the Customer, by prior written notice, under the conditions that the Customer assumes immediate liability and pays to Supplier damages incurred on the basis of costs of the Supplier, including handling and overhead charges, as well as any deliverables and/or level of effort that has already been incurred. All cancellation charges will be determined at the time of cancellation or deferment.

**Article 14 Retention of title**

1. Ownership of the Products is only transferred to the Customer once the Products have been delivered and Customer has settled the payment obligations arising from the Agreement that forms the basis for the delivery, including any compensation, costs, interest and fines, even if security has been provided for the payment.
2. Until the aforementioned payment obligations have been settled, the Customer shall not be entitled to establish a pledge, possessory lien or otherwise for the benefit of third parties on any Products delivered by the Supplier or to lend or hire out such an item in any way or on any basis whatsoever to surrender control of it subject to the provisions of section 3 of this article of the Conditions. In the event of seizure of the Products delivered by a third party on any grounds whatsoever, the Customer is also obliged immediately to inform the Supplier thereof in writing.
3. Until the aforementioned claims have been settled, the Customer is allowed to use the Products within the normal business and/or to sell these under the understanding that until the Customer has settled payment in full for the Products, the Supplier shall assume the rights of the Customer in relation to its buyer(s). The aforementioned rights explicitly include all claims on these buyers. Insofar as this is necessary in such a case, the Customer shall transfer such rights to the Supplier, which transfer the Supplier now already accepts in such an eventuality.
4. In the event that the Customer fails to fulfil the obligations or there is a justified concern that Customer may fail to do so, the Supplier is entitled to remove the Products delivered, subject to the retention of title with respect to the Customer or third parties as stipulated in the first section of this article or to have such removed. The Customer is obliged to grant all cooperation hereto under penalty of a fine of fifteen percent (15%) of the (invoiced) amount per day or part thereof.
5. The Customer undertakes at the first request of the Supplier: (i) to insure the Products delivered under retention of title and to keep them insured against fire, explosion and water damage and theft and to give the insurance policy to the Supplier for consultation, (ii) to pledge all claims of the Customer to the insurers in relation to the Products delivered under the retention of title to the Supplier in accordance with article 3:239 of the Dutch Civil Code, (iii) to pledge to the Supplier any claims the Customer receives from its buyers in the event of resale of the Products delivered with retention of title in accordance with article 3:239 of the Dutch Civil Code, and (iv) to immediately provide a list of the names and addresses of all third parties to whom the

resold Products has been delivered by the Supplier with the retention of title, as well as of all rights that were acquired in that regard from that resale in relation to third parties.

6. In the event the Customer remains in default does not cooperate with the Supplier as stipulated in section 5 of this article of the Conditions and after notice, a fine of twenty-five percent (25%) shall immediately become payable of the outstanding claim on the Customer, as well as an immediately payable five percent (5%) of the outstanding claim for each following day in which the Customer's default continues, without prejudice to the remaining rights of the Supplier.

#### **Article 15 Liability**

1. The entire liability of the Supplier in relation to the Customer is limited to compliance with the warranty obligation stipulated in article 11 of the Conditions.
2. The Supplier is not in any event be liable for damages arising from the use of the Products by the Customer or third parties unless this is due to a defect for which the Supplier is liable pursuant to non-fulfilment of the warranty provided. Liability for indirect damage, consequential damage, intangible damage, commercial or environmental damage, including loss of turnover and profit, loss suffered, loss of market share, stagnation of production, investments made, goodwill acquired, damage to reputation, etc. are also explicitly excluded.
3. In the event and insofar as despite that stipulated in section 1 and 2 of this article of the Conditions any liability should be held by the Supplier, on any grounds whatsoever, this liability is limited to a maximum amount of 75% of the amount invoiced during the previous twelve (12) months and with a maximum of seven hundred and fifty thousand euro (€ 750,000) per calendar year.
4. A series of events giving rise to loss shall be deemed to constitute a single event/claim for the purposes of applying this article of the Conditions.
5. The Customer indemnifies the Supplier for all third party claims, on any grounds whatsoever, resulting in connection to the Products delivered to these third parties by the Customer unless it may be established in law that these claims are the result of product liability and the Customer can also prove that no blame is attributable to them in that regard.
6. The Customer will exercise any rights of action or recourse exclusively against the Supplier only (and not i.e. against Supplier's group companies, the Supplier's board members, (directors of) shareholders and (former) employees).

#### **Article 16 Indemnification**

1. In the event the Supplier is held liable for any damage in this matter by a third party for which they are not liable pursuant to the Agreement with the Customer and/or these Conditions, the Customer shall indemnify the Supplier in full and compensate everything that must be paid to this third party.
2. The Customer is obliged at all times to do everything possible to limit any damage.

#### **Article 17 Settlement of Complaints**

1. The Customer shall set-up and maintain an effective registration procedure in connection with complaints, comments and questions in relation to (the use of) the Products delivered. The Customer shall inform the Supplier immediately in connection with any complaints, comments, and questions the Customer receives in relation to the Products delivered and shall provide the Supplier with all documentation and information regarding these. The Customer shall only process such complaints, comments or questions if prior written authorisation has been received from the Supplier for this. In that case, the Customer shall handle the complaint, comments or questions in accordance with the instructions provided by the Supplier in this regard.

#### **Article 18 Recall**

1. The Customer is obliged to assist the Supplier in the execution of any recalls. In that regard, the Customer undertakes to adequately maintain the traceability of the Products delivered for a minimum period of five (5) years from the date of sale and/or use of the Product. The files shall at least include information concerning the date of sale and/or use, amounts and batch numbers and any other information that may be necessary in the framework of any recalls. The Supplier is authorised to consult these files at any time or to receive a copy of these from the Customer.
2. In the event the Supplier executes a recall in relation to a Product, the Customer shall return the Products concerned promptly to the Supplier insofar as this is still in their possession. The Supplier shall then refund the Customer for the invoiced amount of the returned Products as well as the costs of returning these Products.

#### **Article 19 Confidential Information and Confidentiality**

1. All Confidential Information (including the intellectual property rights) shall remain the property of the issuing Party. The provision of Confidential Information by the issuing Party to the receiving Party cannot in any way be considered a transfer of rights or the provision of a license to use the Confidential Information.
2. The receiving Party undertakes in relation to the issuing Party not to make the Confidential Information known either directly or indirectly to third parties or to make it wholly or partially available to such either verbally or in writing without prior written authorisation from the issuing Party and to maintain strict confidentiality in relation to the Confidential Information. The receiving Party also undertakes not to use the Confidential Information in such a way as to (allow) damage to the issuing Party, nor shall the receiving Party use the Confidential

Information for any purpose other than the execution of its obligations on the basis of the Agreement concluded.

3. The receiving Party shall not copy the Confidential Information in any form whatsoever. In addition, the receiving Party undertakes at the first request of the issuing Party as well as in the case of the termination and/or end of the Agreement concluded to immediately return to it: (I) all documents in its possession as well as any copies and extracts made thereof, in any form whatsoever, which records the Confidential Information; (II) all other (electronic) data carriers on which the Confidential Information is recorded; (III) all notes for the realisation of which the Confidential Information was used; (IV) all documents, memoranda, reports, etc. that contain the Confidential Information whether or not adapted and/or for the realisation of which the Confidential Information was used.
4. In the event that the Customer acts in breach of the stipulations of this article, the Customer shall owe the Supplier an immediately payable fine of fifty thousand euro (€ 50,000) for each breach and this without prejudice to the Supplier's other rights.

**Article 20 Intellectual and industrial property**

1. The Supplier remains the owner of any pictures, drawings, calculations, explanations, inspection documentation, samples, diagrams, models, advise or other documentation made available to the Customer with an offer made by the Supplier or in an Agreement concluded with the Supplier or disclosed to the Customer. The aforementioned pictures, drawings, calculations, etc. must also be returned to the Supplier upon first request.
2. All intellectual and industrial property rights incumbent on the Product, packaging, instructions for use, etc., as well as to the documentation stipulated in section 1 of this article of the Conditions and/or in relation to the Product, packaging, instructions for use, etc. as well as those that may be enforced on the documents stipulated in section 1 of this article of the Conditions and/or in connection with the Product, packaging, instructions for use, etc. as well as those acquired in connection to the documentation stipulated in section 1 of this article of the Conditions are exclusively held and/or are exclusively attributable to the Supplier. The Customer shall only be entitled to use such packaging and/or instructions for use with explicit written authorisation from the Supplier.
3. The Customer shall be considered to be familiar with the fact that patents are used in the manufacture of Products. The Customer shall refrain from any action that should constitute a breach of one or more of these patents. Customer shall also inform relevant third parties or buyers where patents were used in the manufacture of the Product and that the patent rights must be respected. The Customer shall finally immediately inform the Supplier in detail in the event that they become aware of a breach in any way whatsoever of one or more of the Supplier's patents. The Customer further indemnifies the Supplier from any claims pursuant to any breach of the aforementioned (patent) rights and shall compensate the Supplier for any damage suffered as the result of any breach. In the event of an (alleged) breach, the Supplier shall immediately be entitled to suspend the fulfilment of the Agreement either in whole or in part or to terminate the Agreement.
4. In the event that the Customer acts in breach of the stipulations of this article, the Customer shall owe the Supplier an immediately payable fine of fifty thousand euro (€ 50,000) for each breach and this without prejudice to the Supplier's other rights.

**Article 21 Force majeure**

1. Force Majeure is defined as circumstances in connection to persons and/or material which the Supplier uses or should use in the execution of the Agreement and which are of such a nature as to make the execution of the Agreement impossible or so difficult and/or unreasonably costly that fulfilment of the Agreement in all reasonableness cannot or cannot immediately be expected of the Supplier.
2. In any event, force majeure includes - but is not limited to: war and comparable situations, government measures, strikes, lock-outs, impediments by third parties; transport difficulties, including delays at national borders; unforeseen technical complications by the Parties; loss of working hours due to frost or other weather conditions; fire, explosion, other serious disruptions to the Supplier's business which do not fall under the Supplier's liability and circumstances that cause the Supplier not, not in time or not properly to receive work to be carried out by a third party and which is important in connection with the work to be provided by the Supplier.
3. During a situation of force majeure, the delivery and other obligations of the Supplier shall be suspended. In the event the period in which fulfilment of the obligations by the Supplier is not possible due to force majeure lasting longer than one month, the Supplier is entitled to dissolve the Agreement without it in that case giving rise to any obligation to compensation for any damages.
4. If the Supplier has already met its obligations in part when the case of force majeure occurs or is only able to meet its obligations in part, it shall be entitled to, in so far as not has been invoiced, invoice the already delivered or deliverable part separately and the Customer shall be bound to settle such an invoice as if it relates to a separate agreement in such a case. However, this is not applicable if the part already delivered or the deliverable part does not have any independent value.

**Article 22** Remaining clauses

1. The Customer is never authorised to offset any obligation payable on its part with an obligation of the Supplier to the Customer.
2. All legal claims of the Customer on the Supplier on the basis of an Agreement or the law have a period of limitation of one year after the period of limitation starts in accordance with the legal regulations.
3. The last present or sent version of these Conditions is applicable.
4. The Supplier is authorised to make amendments to these Conditions. These amendments will become effective on the specified effective date except for Agreements concluded before that date. The Supplier shall send the amended Conditions to the Customer in good time. In the event that no effective date is notified, the amendments shall become effective in relation to the Customer as soon as the amendment is notified or known.

**Article 23** Applicable law and disputes

1. The legal relationship between the Parties is governed by the law of the Netherlands, with the exclusion of the Vienna Convention on International Sales of Goods 1980.
2. The Dutch text of these Conditions is the binding text.
3. In relation to the explanation of International trading terms, the "Incoterms 2000" as formulated by the International Chamber of Commerce in Paris are applicable, at least the most recent version thereof.
4. All disputes, including those which are only so regarded by one of the Parties arising from or connected to the Agreement subject to these Conditions or the conditions themselves and their interpretation or execution, both de facto and de jure, shall be decided by the competent court of the court district of Rotterdam, the Netherlands without prejudice to the Supplier's right to have the dispute decided by the competent court in the Customer's place of residence.