

## GENERAL TERMS AND CONDITIONS OF PURCHASE VAN LEEUWEN

### Article 1 - Definitions

- 1.1 'Van Leeuwen' means Van Leeuwen Buizen Groep B.V., having its registered office and business address in Zwijndrecht (Netherlands) or one of its Group Companies mentioned as a contracting party in the Agreement.
- 1.2 'Group Company' means a legal entity forming part of the Van Leeuwen Group.
- 1.3 'Supplier' means the natural or legal person or (collaborative) entity that has entered into an Agreement with Van Leeuwen, or is involved in negotiations with Van Leeuwen to that end, in connection with the supply of services and/or goods or the performance of any other consideration.
- 1.4 'Parties' means Van Leeuwen and the Supplier.
- 1.5 In these Conditions, 'Agreement' means every arrangement between the Supplier and Van Leeuwen to supply goods and/or to provide services by the Supplier.
- 1.6 If the expression 'in writing' is used in these Conditions, this also includes all messages sent by email.
- 1.7 'Website' means [www.vanleeuwen.eu](http://www.vanleeuwen.eu); [www.vanleeuwen.nl](http://www.vanleeuwen.nl) or [www.vanleeuwen.com](http://www.vanleeuwen.com).

### Article 2 - Applicability

- 2.1 These General Conditions apply to all negotiations undertaken by and Agreements entered into by Van Leeuwen for the provision to it of goods and/or services or for the performance of any other consideration in its favour.
- 2.2 Notification of these General Conditions may be effected by printing on (the reverse of) headed paper, quotations, order confirmations, emails and on the Website.
- 2.3 The application of any general conditions used by the Supplier is hereby explicitly excluded.
- 2.4 Should any part of the Agreement and/or these General Conditions prove to be void or voidable, this shall have no impact on the remaining parts of the Agreement and/or these General Conditions. Instead of the void or voidable provisions, whatever would have been legally permissible, and most closely approximates to the agreement that would have been made between the Parties if they had recognised the void or voidable provision for what it was in good time, will apply as the agreement between the Parties.

### Article 3 - Agreements

- 3.1 If the Supplier has submitted a written tender to Van Leeuwen, an Agreement shall be concluded between the Parties at the point when Van Leeuwen accepts the written tender from the Supplier by means of a written order.
- 3.2 If the Supplier has not submitted a written tender, an Agreement shall be concluded between the Parties at the point when the Supplier has accepted a written order from Van Leeuwen, within 14 days after its date, and has notified this fact to Van Leeuwen in writing within that period, or if and as soon as the Supplier commences performance of the Agreement and this is accepted by Van Leeuwen.
- 3.3 Van Leeuwen shall not be bound by any arrangements with individuals from Van Leeuwen who do not have representative authority in terms of its articles of association or any other individuals, except to the extent that these arrangements are confirmed in writing by the executive board of Van Leeuwen or its authorised representative.
- 3.4 Van Leeuwen is not liable for any misunderstandings, errors, delays or failure to agree or properly agree order information and notifications, resulting from any use of any means of communication between Van Leeuwen and the Supplier or between Van Leeuwen and third parties, insofar as these relate to the relationship between Van Leeuwen and the Supplier, except in cases of intent or gross negligence on the part of Van Leeuwen.
- 3.5 If Van Leeuwen concludes an Agreement with two or more persons or legal persons, each of these persons or legal persons shall be jointly and severally liable for fulfilment of the obligations in favour of Van Leeuwen, which are imposed upon them in terms of that Agreement. Van Leeuwen Buizen Groep B.V. is not liable for debts of its Group Companies mentioned as contracting parties in the Agreement, unless otherwise agreed.

### Article 4 - Changes to the Agreement

- 4.1 Van Leeuwen is entitled to introduce changes to Agreements made between it and the Supplier until such times as the Supplier has commenced performance of the Agreement.
- 4.2 The Supplier is obliged, in the event of any change proposed by Van Leeuwen, to notify Van Leeuwen in writing as to whether it accepts this change, within five calendar days after the Supplier has been or could have been notified of the proposed change, or else to indicate the more detailed conditions under which the Supplier will accept the change, failing which the Supplier shall be deemed to have accepted the changes.
- 4.3 If Van Leeuwen considers that these further conditions suggested by the Supplier are unreasonable, having regard to the nature and scale of the change, then Van Leeuwen shall be entitled to cancel the order with immediate effect by issuing written notification. Cancellation in terms of this sub-article shall not entitle either of the Parties to compensation for any loss.

- 4.4 Van Leeuwen shall only be bound by any arrangements or changes to the Agreement or any arrangements about additional work, made subsequently, if Van Leeuwen has explicitly accepted these in writing.
- 4.5 The Supply may not change persons and/or legal persons who are charged with producing and/or supplying the goods and/or performing the services, either temporarily or permanently, without prior written permission from Van Leeuwen, unless this has been agreed in writing in the Agreement. Van Leeuwen is entitled to attach conditions to any such permission. Replacing any persons or legal persons charged with providing the services may never give rise to any increase in the payment agreed by the Parties.
- 4.6 If Van Leeuwen has good reasons to consider it appropriate, for the proper performance of the order, that the Supplier should have the order completed by different persons or legal persons than those deployed by the Supplier for that purpose, Van Leeuwen shall inform the Supplier accordingly, with reasons. The Supplier shall then arrange for appropriate replacement.

### Article 5 - Prices

- 5.1 Unless the Parties have agreed otherwise in writing, the price for the goods to be supplied by the Supplier shall consist of a fixed price, agreed in the Agreement, for each item delivered, multiplied by the number of items of that type being supplied to Van Leeuwen.
- 5.2 Unless otherwise agreed, all amounts payable by Van Leeuwen shall include VAT and all costs incurred or to be incurred by the Supplier, of whatever nature, in connection with the performance of the Agreement; these shall include, but are not confined to, import and export taxes, customs duties and all other levies or charges imposed or levied in relation to the goods and/or services, documentation, packaging, loading, transit and transportation, including transport costs, packaging costs, insurance costs, fees (including any licence fees) and all other expenses to be incurred in connection with the supply.
- 5.3 If there are no specific arrangements in the Agreement as to whether and if so how any changes in tariffs and indexation shall be applied to the price, the Supplier may not apply any changes in tariffs or indexation to the price.

### Article 6 - Payment

- 6.1 The Supplier shall send the invoices in duplicate to Van Leeuwen at the invoicing address indicated by Van Leeuwen, and the invoices will include the date and number of the Agreement, the amount of VAT and any other information required by Van Leeuwen.
- 6.2 Payment shall be made in euros unless otherwise agreed.
- 6.3 Any excess price in relation to the price agreed in the Agreement, and which has been permitted in writing by Van Leeuwen, shall be stated and detailed specifically in the invoices.
- 6.4 Unless otherwise agreed, Van Leeuwen shall pay amounts it is due in terms of the Agreement within 60 days after receipt of the correct, original invoice. Payment periods commence following receipt of the invoice, but not before (i) receipt of the goods, (ii) approval in the event of services and/or goods and/or (iii) delivery of documentation to Van Leeuwen in accordance with the Agreement. Van Leeuwen reserves the right only to release the invoice for payment after receiving all of the correct documentation, including but not confined to certificates. Payment by Van Leeuwen does not in any way operate as a renunciation of rights to revert to the performance of the Agreement.
- 6.5 If the invoice fails to meet the conditions, the Supplier may not claim payment of interest in the event that Van Leeuwen does not pay the invoice within 60 days or any other payment period agreed between the Parties.
- 6.6 Van Leeuwen shall be entitled to suspend payment to the Supplier if the Supplier fails to comply (fully) with any obligation under an Agreement with Van Leeuwen.

### Article 7 - Security

- 7.1 If Van Leeuwen makes a payment in implementation of the Agreement for considerations that have not yet been performed, the Supplier shall at its own expense and when first asked to do so by Van Leeuwen issue an "on first demand" bank guarantee to the value of the amount to be paid. In such cases, all materials, raw materials and semi-manufactured products used by the Supplier for performance of the Agreement or intended for that purpose, as well as all goods (including those being processed) shall become the property of Van Leeuwen at the point of the advance payment or else as soon as the Supplier receives such advance payment. Insofar as necessary, the Supplier hereby assigns ownership of all these goods to Van Leeuwen, subject to the resolutive condition of Van Leeuwen making the advance payment. The Supplier is obliged to hold the goods separately and clearly marked as the property of Van Leeuwen and, if requested, to provide Van Leeuwen with a statement of ownership in relation to them.
- 7.2 The bank guarantee specified in Article 7.1 shall be issued by a banking institution approved in advance by Van Leeuwen.

### Article 8 - General obligations of the Supplier

- 8.1 The Supplier guarantees that the considerations to be performed by it or on its behalf shall satisfy the conditions, specifications and drawings recorded in the Agreement or indicated in greater detail by Van Leeuwen, and that these consideration shall be performed in accordance with the agreed time limit or schedule, free of defects.

- 8.2** The consideration must be performed within or in accordance with the agreed period/schedule, except where the circumstances specified in Article 16 arise. Unless the Parties have explicitly agreed otherwise, the agreed period/schedule shall operate as a fatal deadline, so that if this period is exceeded by the Supplier, it shall automatically be in default without the requirement for any prior written notice of default.
- 8.3** The Supplier guarantees that it will act in accordance with all applicable national and international legislation and regulations, standards and norms, guidelines and codes in connection with the performance of the Agreement, including all applicable legislation and regulations which include, as regards international trade, any embargos, import and export restrictions and sanction lists as well as legislation and regulations relating to combating and preventing child labour, corruption, slavery, bad working conditions and terrorism.
- 8.4** The Supplier guarantees that it holds all rights to the goods, services or parts thereof that are required for performance of the Agreement. The Supplier is duly authorised to hold and dispose of the goods, is in possession of all licences, permits, statements and other documentation required in the countries of origin, transit or destination in order to fulfil its obligations and shall immediately notify Van Leeuwen of any statutory restrictions.

#### **Article 9 - Delivery and packaging of goods**

- 9.1** The goods to be supplied shall be delivered in the manner agreed between the Parties, or in such manner as may be indicated in greater detail by Van Leeuwen, and shall at least be packaged, marked and/or secured in such a way that these goods shall reach their destination in good condition, can be adequately identified and can be unloaded at their destination safely and without costs being incurred by Van Leeuwen.
- 9.2** Unless otherwise agreed in writing, the good shall be delivered in accordance with Incoterms 2010 DDP on-site to Van Leeuwen in Zwijndrecht. Partial deliveries shall only be accepted by Van Leeuwen if it has given prior written permission.
- 9.3** If Van Leeuwen asks the Supplier to deliver the goods to a different address before the goods are delivered, the Supplier shall comply with this request, free of charge.
- 9.4** When the goods are delivered, the Supplier shall hand over to Van Leeuwen (or any third party nominated by Van Leeuwen) all associated licences, permits, documents, information, specifications and instructions required for the safe and correct transportation, use, handling, processing and storage of the goods, as well as all normal certificates. Any revision documents must be in the possession of Van Leeuwen no later than three (3) weeks after delivery or assembly of the goods.

#### **Article 10 - Time of delivery of goods**

- 10.1** Delivery shall be within the period/schedule agreed in the Agreement.
- 10.2** As soon as the Supplier knows or expects that it will be unable to deliver the goods, or to do so on time, it shall immediately notify Van Leeuwen of this in writing, indicating the cause of the circumstances under which it is forced to do so and indicating the measures that are necessary to achieve a solution for any consequent problems, and shall also take such measures at its own expense. Without prejudice to the provisions in Article 14, the Supplier shall be liable for all consequent losses sustained by Van Leeuwen unless the Supplier can demonstrate that the circumstance in question are attributable to Van Leeuwen. The provisions in this paragraph are without prejudice to the remaining rights of Van Leeuwen.
- 10.3** If Van Leeuwen notifies the Supplier in good time that it is unable, for whatever reason, to accept receipt of the goods at the agreed time, and if the goods are ready for dispatch, the Supplier shall retain and secure the goods at its own expense and take all reasonable steps to prevent any deterioration in quality until they are delivered, unless it would be unreasonable to require the Supplier to do so. Van Leeuwen shall then not enter into a creditor's default position.
- 10.4** Any postponement of acceptance, as specified in paragraph 3 of this Article, shall never entitle the Supplier to demand any increase in the agreed price and/or compensation.

#### **Article 11 - Quality, warranty and approval**

- 11.1** The Supplier guarantees that the goods to be delivered and/or the services to be provided to Van Leeuwen coincide with the Agreement (including the specifications) and that the goods to be delivered possess the agreed characteristics, are free of defects, are suitable for the purpose for which they are intended and comply with the statutory requirements and other government provisions as well as the requirements of safety and quality standards applicable within the industry, all as current on the date when the Agreement is concluded.
- 11.2** By extension to the foregoing paragraph, the provisions on standards from the applicable ISO series, as applicable on the date when the Agreement is concluded, shall also be applicable in appropriate cases. If and to the extent that the foregoing provisions on standards are applicable, the Supplier will perform the Agreement in accordance with these provisions, in the context of properly safeguarding and managing quality.
- 11.3** Approval, tests and/or trials by Van Leeuwen, or individuals or bodies appointed by Van Leeuwen, may occur before, during or after delivery.

- 11.4** For this purpose, the Supplier shall grant access to sites where the goods are produced or stored and shall cooperate in any approvals, tests or trials that may be desired, supplying any requisite documentation and explanations for that purpose at its own expense.
- 11.5** The Supplier shall inform Van Leeuwen, if necessary in good time and in advance, as to the time when approval, tests and/or trials may take place. The Supplier is authorised to be present during the approval, test and/or trial.
- 11.6** The Supplier shall be responsible for the costs of approval, tests and/or trials. The same applies to re-inspections, re-tests or re-trials.
- 11.7** Approval does not imply any acceptance on the part of Van Leeuwen. If the goods or services are rejected on approval, testing and/or trials, whether before, during or after delivery, Van Leeuwen shall notify the Supplier accordingly in writing. The period for complaints, specified in Article 7:23 of the Dutch Civil Code, does not apply. Van Leeuwen cannot reasonably be expected to inspect the goods that are delivered on an individual basis, but may only be expected to check the delivered goods for any patent transportation damage and quantity.
- 11.8** In urgent cases and also if it should reasonably be anticipated that the Supplier cannot or will not arrange for rectification or replacement, or to do so promptly, Van Leeuwen shall be entitled to undertake repair or rectification itself, at the Supplier's expense, or have this done by third parties, without prejudice to the provisions in Article 14.
- 11.9** The Supplier shall immediately repair or replace goods or parts thereof that do not function properly or that become defective within a period of thirty-six (36) months after the date of acceptance or, if later, within a period of twenty-four (24) months after the date of being commissioned. Rectified or replaced goods or parts thereof are guaranteed for a further period of two years after the date of rectification or replacement. So far as possible, the Supplier shall allow Van Leeuwen to use these goods until Van Leeuwen has received replacement goods.
- 11.10** Van Leeuwen is entitled to refuse all goods or services that are delivered (i) not at the agreed time, (ii) not in the agreed numbers and/or quantities, (iii) in improper or damaged packaging, (iv) with one or more defects, or (v) without the documentation specified in Article 9.4. The Supplier shall be financially responsible for and bear the risk in respect of return or else storage of the goods, without prejudice to Van Leeuwen's right to compensation for loss and expenses sustained as a result of the Supplier's failure to comply with its obligations.

#### **Article 12 - Interim termination of the agreement**

- 12.1** The Supplier may (only) terminate the Agreement at an interim stage in the event of force majeure, as defined in Article 16, and by means of written notification to Van Leeuwen. Such notification must be issued as quickly as possible, as soon as the force majeure situation manifests itself.
- 12.2** The Supplier is obliged to mitigate the loss sustained by Van Leeuwen as a result of such interim termination or else to take adequate measures to prevent such loss.
- 12.3** Van Leeuwen is entitled to cancel the Agreement at any time (including at an interim stage) either fully or partially, without being obliged to pay any compensation. If the Supplier has already incurred costs in terms of the Agreement prior to the cancellation, Van Leeuwen shall compensate these costs so far as reasonable and so far as the Supplier can demonstrate the nature and scale of the costs as well as any corresponding expenditure by the Supplier to the satisfaction of Van Leeuwen, with supporting written documentation. In this context, lost profit on the part of the Supplier never qualifies for compensation.
- 12.4** If the Agreement is terminated at an interim stage, the Supplier is obliged to observe confidentiality in relation to all information provided to it during the duration of the order, by way of an extension to the obligation of confidentiality in Article 21.

#### **Article 13 - Dissolution due to bankruptcy, moratorium on payments, etc.**

- 13.1** Van Leeuwen reserves the right to dissolve the Agreement, either in full or in part, without judicial intervention and without this giving rise to any right to compensation on the part of the Supplier, if the Supplier seeks a provisional moratorium on payments (or comparable measure under the applicable law), if there is an application for the Supplier's bankruptcy (or comparable measure under the applicable law), if the Supplier's business is dissolved, if an attachment is imposed on the Supplier's assets or if the Supplier or one of its employees and representatives offers or provides any benefit to a person forming part of the business of Van Leeuwen or to one of the latter's employees or representatives.
- 13.2** On a termination as specified above, Van Leeuwen shall be entitled to take any measures it considers to be appropriate and necessary in order to continue the performance of the order issued to the Supplier, which may involve hiring third parties, and to recover all losses and expenses for doing so from the Supplier.

#### **Article 14 - Default**

- 14.1** If the Supplier culpably fails to comply with its obligations, it shall immediately be in default, with no requirement for any more detailed notice of default, and Van Leeuwen shall be entitled:
- to dissolve the Agreement; or
  - to demand continued compliance with the Agreement; and/or

- to demand payment of any losses it has sustained and may yet sustain.
- 14.2** The Supplier shall be financially liable for the costs of all judicial and extra-judicial measures, including the costs of collection and costs of legal assistance, incurred in connection with non-compliance and/or infringement by the Supplier while the latter remains in default.

#### **Article 15 - Penalty**

- 15.1** Without prejudice to the provisions in Article 14, if the Supplier is in default, it shall be due a penalty to Van Leeuwen equivalent to 10% of the total or maximum price involved in the Agreement, subject to a minimum of EUR 2,500.00 plus VAT.
- 15.2** The penalty is due to Van Leeuwen without prejudice to all other rights or claims, including:
- its right to proceed with termination of the order;
  - its right to demand performance of the agreed obligation to provide services; and
  - its right to demand payment for losses it has actually sustained and may yet sustain.
- 15.3** Van Leeuwen shall be entitled to offset the penalty against any payments due to it, whether or not the claim for payment has been assigned to a third party.

#### **Article 16 - Force majeure**

- 16.1** The Supplier shall be obliged to notify Van Leeuwen in the event that a statutory force majeure situation arises, as quickly as possible but in any event within seven days after the start of the force majeure situation. Van Leeuwen shall then be entitled to terminate the Agreement at an interim stage, in accordance with the provisions in Article 12, or else, following due consultation with the Supplier, allow a maximum period of 15 working days within which the Parties shall suspend compliance with the agreed obligations, in anticipation that the force majeure situation may be resolved. If, after the expiry of the agreed period, the Supplier is still unable to comply with its obligations, or has failed in its obligations on the basis of these provisions, Van Leeuwen shall be entitled to dissolve the order with immediate effect, in writing and extra-judicially, without this giving rise to any right to compensation.
- 16.2** The Supplier may only invoke the benefit of force majeure if it has notified Van Leeuwen of the situation in writing and with reasons, as quickly as possible but in any event within seven days after the start of the force majeure situation.
- 16.3** The Supplier shall not be entitled to invoke the benefit of force majeure if the circumstances giving rise to the force majeure situation occur after it ought to have completed its performance.
- 16.4** 'Force majeure' does not, in any event, include insufficient availability of adequately qualified personnel, personnel illness, strikes, work-to-rule, late delivery or unsuitability or price increases in materials or raw materials, or prohibitions on import, export or transit. Likewise, force majeure does not include any failures or non-compliance on the part of third parties hired by the Supplier and/or liquidity or solvency problems affecting the Supplier or any third parties if may hire.

#### **Article 17 - Insurance**

- 17.1** The Supplier warrants that it is adequately insured and will remain insured, at its own expense and risk, against all relevant risks during the performance of the Agreement. The Supplier bears the expense and risk of damage to the Supplier's materials and equipment and that of its suppliers, whether on site at Van Leeuwen or elsewhere.
- 17.2** If so requested by Van Leeuwen, the Supplier shall immediately allow inspection of the policies and evidence for payment of premiums. The Supplier shall not terminate the insurance contracts or the conditions under which these have been entered into without the prior written permission of Van Leeuwen. Nor shall the Supplier amend the insured amount to the detriment of Van Leeuwen without such permission.
- 17.3** The Supplier hereby assigns, in advance, all claims to insurance payouts as specified in paragraph 1 of this Article, to the extent that they relate to loss for which the Supplier is liable to Van Leeuwen in terms of this Agreement. Insurance payouts made directly by insurance companies to Van Leeuwen shall be deducted from the compensation payable by the Supplier to Van Leeuwen in relation to the insured event.

#### **Article 18 - Licences**

- 18.1** The Supplier warrants to Van Leeuwen that it will secure and retain all licences in good time, including those issued by government departments, which are required for the work to be done and the goods to be delivered by the Supplier. The Supplier warrants to Van Leeuwen that items provided to Van Leeuwen in the context of the Agreement are not prohibited under any relevant legislation or regulations.
- 18.2** The Supplier shall be financially liable for all penalties, losses and suchlike arising from or consequent upon a failure to comply with the obligations specified in paragraph 1 of this Article, and the Supplier shall fully indemnify Van Leeuwen in respect of any form of liability towards third parties in this context.
- 18.3** The Supplier is financially responsible for all consequences arising from a failure of equipment provided by the Supplier to operate or arising from

(preparatory) work undertaken by the Supplier incorrectly, such as but not confined to the acquisition of (ancillary) materials.

#### **Article 19 - Intellectual Property Rights**

- 19.1** Unless otherwise agreed in writing, Van Leeuwen (for the benefit of its own licensor or otherwise) retains copyrights and all other rights of intellectual property in respect of any examples, calculations, drawings, forms, models, matrices, designs, working methods, opinions and other products of intellect that are prepared and issued by it. These rights remain the property of Van Leeuwen and may not be copied, duplicated, shown to third parties or used in any other way without its explicit permission.
- 19.2** The Supplier warrants that the supply of goods and/or the use of the services, the sale or its application by Van Leeuwen shall not amount to an infringement or unlawful use of any intellectual property right belong to a third party, and the Supplier shall indemnify Van Leeuwen against any claims by third parties who allege such an infringement of their intellectual property rights.

#### **Article 20 - Transfer of rights and obligations**

- 20.1** The Supplier is not entitled to have the Agreement performed by a third party or to transfer rights and obligations arising from the Agreement to a third party or to alienate or burden such rights and obligations unless it has received prior written permission to do so from Van Leeuwen. Van Leeuwen is entitled to attach conditions to any such permission. If Van Leeuwen grants such permission, the Supplier remains fully responsible and liable to Van Leeuwen. Moreover, the permission only applies to the case for which it is given.

#### **Article 21 - Confidentiality**

- 21.1** The Supplier undertakes to observe confidentiality in relation to all information provided to it in the context of performing the Agreement (including but not confined to specifications of materials, models, drawings, diagrams, structures and suchlike). The Supplier undertakes that it will only use such information in the context of performing the Agreement. The Supplier shall not disclose such information to third parties, shall not copy it otherwise than as far as necessary for performance of the Agreement and shall make no commercial use of information.
- 21.2** The Supplier shall ensure that all people working for it will comply with the obligation described in the foregoing paragraph.
- 21.3** The Supplier shall not disclose the existence of and/or the consideration/results or performance of the Agreement to any third parties without written permission from Van Leeuwen, on pain of forfeiture of a penalty of €10,000 for every infringement and for every day during which an infringement continues, with any part of a day counting as one full day; such penalty shall be actually payable without judicial intervention, formal warning or notice of default and does not qualify for offset. The foregoing provision is without prejudice to the Supplier's obligation to refrain from the conduct in question or its obligation to pay compensation.

#### **Article 22 - Liability**

- 22.1** The Supplier is liable for all loss sustained by Van Leeuwen or by third parties as a result of a culpable failure by the Supplier to comply with its obligations, of whatever nature; this includes but is not confined to any penalty forfeited by Van Leeuwen to its own customers if the Supplier fails to perform the Agreement or to do so promptly or properly.
- 22.2** The Supplier indemnifies Van Leeuwen against claims by third parties for compensation of loss based on liability as defined in the foregoing paragraph, except in situations involving intent or gross negligence on the part of Van Leeuwen. Furthermore, when first asked to do so by Van Leeuwen, the Supplier shall negotiate a settlement with such third parties or mount a defence in law either in place of or alongside Van Leeuwen, at the option of Van Leeuwen, against any such claims.
- 22.3** For the purposes of applying this Article, members of staff and employees of Van Leeuwen are categorised as third parties.

#### **Article 23 - Indemnification**

- 23.1** The Supplier shall fully indemnify Van Leeuwen against all forms of liability towards third parties that may be incurred by Van Leeuwen in relation to goods delivered by or services provided by the Supplier, to the extent that such liability is not incumbent upon Van Leeuwen in terms of these General Conditions.
- 23.2** The Supplier shall also fully indemnify Van Leeuwen in respect of all forms of liability towards third parties that may be incumbent upon Van Leeuwen in relation to (any) infringement of third-party intellectual (property) rights, including claims in relation to know-how, unauthorised competition and so on.

#### **Article 24 - Legal claims, applicable law and disputes**

- 24.1** All legal relationships between the Parties are governed exclusively by the law of the Netherlands.
- 24.2** The provisions in the Vienna Convention on the Sale and Purchase of Goods are not applicable; nor are any other existing or future regulations in relation to the purchase of movable tangible property if their impact may be excluded by the Parties.

**24.3** Unless there is a requirement to the contrary in terms of provisions of compulsory law, all disputes that may arise between the Parties shall be determined in the first instance exclusively by the District Court in Rotterdam (proceedings on the merits) or by the Summary Trial Judge at the District Court in Rotterdam (interlocutory cases), without prejudice to the right of Van Leeuwen to submit a dispute to any other competent court or to have a dispute determined by arbitration, subject to observing the rules of the Netherlands Institute for Arbitration.