



VOTOB GENERAL PURCHASE CONDITIONS

Version 2021-1 dated September 2022

Article 1 Definitions

The capitalised words used in these General Terms and Conditions have the following meanings:

<u>General Terms and Conditions:</u>	These General Terms and Conditions;
<u>Premises:</u>	An immovable property used by the Client for the conduct of its business;
<u>Contract price:</u>	The pecuniary consideration payable by the Client to the Contractor under the Agreement;
<u>Assignment:</u>	That which the Contractor is required to perform under the Agreement;
<u>Client:</u>	The VOTOB member making use of these General Terms and Conditions;
<u>Contractor:</u>	The counterparty of the Client;
<u>Agreement:</u>	The agreement between the Client and the Contractor to which the General Terms and Conditions have been declared applicable, including the Appendices to the Agreement;
<u>Parties:</u>	The Client and the Contractor;
<u>Staff:</u>	The persons to be engaged by the Contractor for the performance of the Agreement, including employees, subcontractors and other auxiliary persons;
<u>Performance:</u>	That which the Contractor has performed in the scope of the Agreement;

Article 2. Applicability

1. These General Terms and Conditions apply to Assignments from the Client.
2. The general terms and conditions of the Contractor do not apply. This also applies to any other deviation from these General Terms and Conditions.
3. In the event of any conflict between the Dutch text of these General Terms and Conditions and translations thereof, the Dutch text will prevail.

Article 3. Conclusion of the agreement

1. The Contractor's offer is valid for the period included by the Client in the request for a quotation. If the request for a quotation does not include a term for the validity of

the offer, the offer will be valid for two months after the Client has received the offer.

2. Before submitting an offer, the Contractor must check all information provided by the Client for accuracy and completeness. The Contractor must report inaccuracies and incompleteness to the Client as soon as possible. In any case, this notification must be made before submitting the offer.
3. The Contractor is not entitled to additional payment in any form whatsoever if he has not timely reported inaccuracies and incompleteness that he should have discovered when submitting the offer.
4. The Agreement is concluded by written order confirmation from the Client to the Contractor.
5. The Contractor agrees to terms in the Client's order confirmation that deviate from the offer or the request for a quotation if he starts carrying out the assignment without making a prior written objection to those deviating terms.
6. The Contractor may only commence the Assignment after having received the order confirmation from the Client. If the Contractor starts the Assignment prior to that, he does so at his own expense and risk. If the Client decides not to give the Assignment, the Contractor is not entitled to payment for the part of the Assignment carried out.

Article 4. Ranking order

1. In the event of any conflict between provisions in the contract documents among themselves or between contract documents and statutory provisions or regulations, the provision most favourable to the Client will prevail.

Article 5. Obligations of the Contractor

1. The Contractor will ensure timely and complete performance of the Agreement in accordance with the Client's wishes.
2. The Contractor guarantees that the Performance carried out by the Contractor meets the requirements set in the Assignment and the requirements of sound work and is suitable for the purpose for which the Performance is intended.
3. The Performance will at least comply with any statutory requirements and regulations applicable in the Contractor's sector. The Contractor itself is responsible for keeping up to date with any applicable statutory requirements and sector regulations. The Contractor guarantees that its Performance will comply with these.
4. The Contractor will comply with orders and instructions given by or on behalf of the Client.
5. If the Assignment or other information provided to the Contractor in writing contains errors, defects, inconsistencies or ambiguities, the Contractor must warn the Client about these as soon as possible.
6. If the Contractor fails to warn the Client in good time of any errors, defects, inconsistencies or ambiguities of which he was or should have been aware, he will be liable for any loss or damage suffered by the Client as a result.



7. If the Client so requires, the Contractor must provide security for the performance of its obligations under the Agreement in the form of a bank guarantee accepted by the Client and issued by a bank established in the Netherlands. The amount of this bank guarantee will not exceed 15% of the Contract Price. The bank guarantee will be returned as soon as the Contractor has complied with all its obligations under the Agreement.
8. Unless otherwise agreed, packaging will not be charged to the Client. If the Performance is performed on the Client's Company premises, the Contractor must clean up and remove waste and packaging material immediately. Packaging suitable for reuse, including pallets and containers, will be taken back by the Contractor at the Client's first request, subject to repayment of what the Client has paid the Contractor for them. Damage to packaging can only be charged to the Client if the Contractor can prove that the damage was caused by the Client.
9. If the progress of the work is likely to suffer any delay, the Contractor must immediately notify the Client in writing. The notification must state the cause and consequences of the delay and the measures proposed by the Contractor to prevent further delay.
10. The Contractor will be liable for any damage suffered by the Client as a result of delays caused by the Contractor.
11. If the execution of the Assignment requires the use of items belonging to the Client, the Contractor will treat and administer them with care.
12. The Contractor is not entitled to suspend the performance of its obligations under the Agreement or to terminate the Agreement.
13. Any retention of title on delivered goods lapses as soon as those goods have been delivered.
14. Goods to be delivered must be properly packaged and the packaging must be undamaged on delivery. Unless otherwise agreed in writing, the Contractor is not entitled to make partial deliveries.
15. Deliveries will take place carriage paid including duties at the location specified by the Client. Transport, levies, import duties, loading, unloading and breakage of and/or damage to the delivered goods will be at the expense and risk of the Contractor.

Article 6. Assessment and acceptance

1. The Client will assess the result of the performance of the Assignment within thirty days following the date on which the Contractor notified the Client in writing that the performance of the Assignment has been completed.
2. The Contractor will cooperate with the assessment. He shall hand over the documents and other items required for this purpose to the Client upon notification of completion or as soon as requested by the Client.
3. The Client is entitled to assess the result of the performance of the Assignment for each part according to the stage of the work.
4. The Client will be entitled to engage third parties for the assessment.



5. If the Performance fully complies with the Assignment, the Client will notify the Contractor in writing within five working days that it accepts the Performance.
6. If the Performance does not fully comply with the Assignment, the Client may refuse acceptance. The Client may also accept the Performance while indicating the defects which the Contractor still has to remedy. The Client will also inform the Contractor of this in writing.
7. The Contractor is obliged to remedy defects in the Performance as soon as possible. Once the repairs have been completed, the Contractor must resubmit the Performance to the Client for assessment.
8. The Client reserves its rights regarding repair of hidden defects and its rights under the Contractor's Guarantees if it accepts the Performance.
9. In case of deliveries, ownership of goods passes to the Client after delivery has taken place and the Client has approved the goods.
10. At the same time as the delivery of goods, the Contractor must hand over all the quality and guarantee certificates, inspection data, instruction manuals, user manuals, drawings, specifications, technical and revision data relating to the goods and, if necessary, an EU Declaration of Conformity and the relevant technical file, failing which the Client may suspend its payment obligation.

Article 7. Replacement of persons

1. The Contractor may not temporarily or permanently replace persons charged with the execution of the Performance without the Client's prior permission. The Client may attach conditions to this permission.
2. The Contractor is obliged to replace all incompetent or unsuitable persons involved in the performance of the Assignment by competent and suitable persons at the Client's first request.
3. The Client may require the replacement of persons charged with the performance of the Assignment if it believes that this is necessary or desirable in the interest of the proper performance of the Agreement.
4. When replacing persons charged with the performance of the Assignment, the Contractor will engage persons who, in terms of expertise, education and experience, are at least equivalent to the persons to be replaced, or who do comply with what the Parties have agreed in respect of these persons.
5. In the cases referred to in paragraphs 1 and 2 of this article, the rates applicable to the original persons cannot be increased upon replacement.
6. In the cases referred to in paragraphs 1 and 2 of this article, costs for induction training of or transfer to substitutes cannot be charged.

Article 8. Security and access to Premises

1. The Contractor will instruct its Staff involved in the execution of the Performance to observe the security procedures and house rules indicated by the Client. The Client will inform the Contractor of these procedures and rules in good time.
2. Upon request by the Client, the Contractor will submit certificates of conduct of the Staff involved in the performance of the Assignment no later than three working days before the start of the work.



3. Access to the Client's Premises will only be granted after prior notification of the personal details of the Staff who require access to these Premises for the performance of the Assignment. The Staff must comply with the Client's regulations regarding order and safety.
4. The Client may reserve access to Premises to Staff having the qualifications specified by the Client.
5. Access to the Premises is always entirely at your own risk, even if access has been granted by the Client. The Contractor will indemnify the Client for all damage resulting from entering the Premises, as well as for all claims of Staff of the Contractor.

Article 9. Subcontracting

1. In performing the Agreement, the Contractor will only use the services of third parties with the prior consent of the Client. The Client will grant permission if this is reasonable. The Client may attach conditions to its consent.
2. Even if the Contractor engages third parties for the performance, the Contractor itself remains responsible and liable for the full and correct performance of the Assignment.

Article 10. Confidentiality

1. The Contractor is obliged to maintain confidentiality of everything that comes to his knowledge in the performance of the Agreement and of which he knows or should reasonably suspect the confidential nature.
2. The Contractor requires its Staff to comply with this obligation of confidentiality and guarantees that its Staff will comply with this obligation.
3. The Contractor may not make the result of its Performance available to third parties in any form whatsoever, or provide information about it to third parties, unless the Client has given its express consent.
4. After termination of the Agreement, the Contractor will make available any data that the Contractor has in its possession within the scope of the performance of the Agreement to the Client at the Client's first request.

Article 11. Processing personal data

1. In so far as Personal Data are Processed in the context of the performance of the work, such Personal Data will be Processed in a proper and careful manner and in accordance with the General Data Protection Regulation ("GDPR"). The words capitalised in this article and not defined in these General Purchase Conditions are defined in Article 4 GDPR.
2. If necessary under the GDPR, the Contractor will ensure that a processing agreement or a joint responsibility agreement is entered into with the Client which fulfils the requirements in Articles 28 and 26 GDPR, respectively. To the extent that the Client and the Contractor have not (yet) entered into a processing agreement or joint responsibility agreement, the provisions of this article will apply. If the Contractor is a Processor, it shall comply with Article 28 GDPR forthwith.



3. The Contractor will take appropriate technical and organisational measures to protect the Personal Data against loss or any other form of unlawful Processing, including unauthorised access, which at least meet the statutory requirements in Article 32 GDPR, taking into account the state of the art and the nature of the Processing.
4. At the request of the Client, the Contractor will provide evidence that the Contractor complies with its obligations under Article 32 GDPR, or cooperate in the supervision by or on behalf of the Client of the custody, security and use of Personal Data by the Contractor.
5. The Contractor will only process Personal Data on the instructions of the Client, subject to different legal obligations.
6. The Contractor will not provide or make available Personal Data to a third party except pursuant to an explicit written instruction from the Client or on the order of a judicial or administrative authority.
7. The Contractor will inform the Client immediately, but no later than within four working days, of any court order, writ of summons, legal obligation or other obligation to share Personal Data with third parties.
8. The Contractor must notify the Client immediately, but no later than within 12 hours, after the Contractor becomes aware of it, of any security breach (of whatever nature) that (partly) relates or may relate to the Processing of Personal Data and will immediately take all necessary measures to minimise the risks and consequences of the breach for the Data Subjects and for the Client.
9. Without delay and free of charge, the Contractor will provide the Client with all information that the Client needs to assess whether the aforementioned breach concerns a personal data breach (Data Breach), which must be reported to the Dutch Data Protection Authority and, if the Client is of the opinion that there is a duty to report a Data Breach to the Client, without delay and free of charge, will provide the Client with all information that the Client needs to make such a report. The Contractor will subsequently keep the Client informed of new developments regarding the Data Breach.
10. Any costs incurred in reporting and resolving the Data Breach will be borne by the party incurring the costs, unless the Data Breach was caused by the Contractor's failure to comply with the Agreement, in which case the costs will be borne by the Contractor. In addition, the Client retains the option of exercising other legal remedies. Communication about the Data Breach will always take place in consultation.
11. The Contractor will inform the Client without delay, but within four working days, of any request and/or complaint from the Dutch Data Protection Authority or Data Subjects regarding the Personal Data Processed in the performance of the Agreement.
12. The Contractor will provide all necessary cooperation to the Client in complying with the Client's obligations to:

- a) respond to requests from data subjects regarding Personal Data;
 - b) take appropriate technical and organisational measures to ensure a security level appropriate to the risk;
 - c) report data breaches to supervisor and data subjects;
 - d) conduct a data protection impact assessment;
 - e) consult the supervisor prior to any Processing that involves a high (privacy) risk.
13. Immediately after the termination of the Agreement, the Contractor will return the Personal Data to the Client and/or delete it at the Client's request, and delete existing copies, unless otherwise required by law.
 14. The Contractor will immediately notify the Client in writing if an instruction from the Client, in the reasonable opinion of the Contractor, constitutes a breach of applicable Privacy Legislation.
 15. The Contractor will indemnify the Client against claims of itself and of third parties, including but not limited to the Dutch Data Protection Authority and data subjects, in connection with the Contractor's attributable failure to comply with the provisions of this Article 13 and/or breach by the Contractor of the Privacy Legislation and will reimburse all costs (including fines and costs of legal assistance) and damages incurred by the Client in connection therewith and resulting therefrom.

Article 12. Intellectual property

1. Unless otherwise agreed, all copyrights, database rights and further intellectual property rights that can be exercised - wherever and whenever - in respect of the Performance will be vested in the Client. Pursuant to the Agreement, these rights are transferred by the Contractor to the Client at the time they arise, which transfer is accepted by the Client if the situation arises.
2. If the Performance is (partly) created by using intellectual property rights not belonging to the Client, the Contractor grants the Client a perpetual non-exclusive and non-cancellable right of use thereon. The Contractor guarantees to be entitled to grant that right of use.
3. If a further deed would be required for the transfer of the rights referred to in paragraph 1, the Contractor will unconditionally cooperate. If the situation arises, the Contractor states that it will also irrevocably authorise the Client to draw up that deed itself and to co-sign it on behalf of the Contractor.
4. If there is a difference of opinion between the Parties regarding the intellectual property rights referred to in paragraph 1, the Parties will assume that the Client is entitled to those rights. In all cases, the Client may continue using the rights.
5. The Contractor hereby waives, both on its own behalf and on behalf of its Staff, any personality rights accruing to it and its Staff vis-à-vis the Client to the extent permitted by the applicable regulations.
6. The Contractor indemnifies the Client against claims by third parties relating to (alleged) infringement of intellectual property rights of those third parties, including similar claims relating to knowledge, unlawful competition and the like. The

Contractor undertakes to take, at its own expense, all measures that may contribute to prevent stagnation and to limit the additional costs to be incurred and/or damage to be suffered as a result of said infringements.

7. Without prior written notice of default, the Client may terminate the Agreement if third parties bring an action against the Client for infringement of intellectual property rights. The Contractor will compensate the damage suffered by the Client as a result.

Article 13. Employment conditions

1. In carrying out the Performance, the Contractor will comply with the applicable laws and regulations on employment conditions and the collective labour agreement applicable to it and its Staff.
2. The Contractor will record all agreements on employment conditions for the Performance in a clear and accessible manner.
3. Upon request and without delay, the Contractor will provide competent authorities with access to these agreements on employment conditions and will cooperate in checks, audits or wage validation.
4. Upon request and without delay, the Contractor will provide the Client with access to the agreements on employment conditions referred to in the second paragraph if the Client deems this necessary in connection with the occurrence or handling of a wage claim regarding work carried out for the Performance.
5. The Contractor will impose the obligations arising from the preceding paragraphs in full on all parties with whom it enters into contracts for the Performance and also stipulates that these parties will subsequently impose the said obligations in full on all parties with whom they in turn enter into contracts for the Performance.

Article 14. Foreign Nationals (Employment) Act (*Wet Arbeid Vreemdelingen*)

1. The Contractor will not have work performed by persons who, on account of their nationality, may not be deployed under current legislation.
2. The Contractor will submit to the Client's office certified copies of work permits and valid identity documents in the context of the Compulsory Identification Act (*Wet op de Identificatieplicht*) and the Foreign Nationals (Employment) Act of all workers to be deployed by the Contractor, directly or indirectly, for the performance of the Assignment no later than one week prior to the commencement of the work of the relevant worker. At the Premises, all workers of the Contractor must be able to properly identify themselves.
3. Any workers deemed illegal under the aforementioned or other laws must be immediately removed from the Premises by the Contractor. Any losses or losses due to delays resulting from removal will be remedied by the Contractor or compensated to the Client.



4. The Contractor will be liable vis-à-vis the Client for any damage suffered by the Client as a result of the Contractor's violation(s) of the Foreign Nationals (Employment) Act and the Labour Market Fraud (Bogus Schemes) Act (*Wet Aanpak Schijnconstructies*). The Contractor will indemnify the Client against all claims from third parties in this respect.
5. The Contractor will lay down the provisions of this article in all its agreements with the parties it engages for the performance of the Assignment, subject to a penalty due and payable immediately of EUR 500.00 to the Client per day that this is not done.
6. All penalties imposed by the Ministry of Social Affairs and Employment or any other government on the Client and any other third parties on account of the Contractor will be for the Contractor's account. These penalties and all further damage suffered - directly and indirectly - by the Client in connection with the violation of the laws referred to in this article or other laws will be immediately due and payable and may be set off against any claim which the Client has or will have against the Contractor.

Article 15. Wage tax and/or national insurance contributions

1. The Agreement between the Client and the Contractor is not an employment contract. The Client will not withhold and pay any wage tax and/or national insurance contributions on the fees payable under the Agreement.
2. In the unlikely event that the Client is at any time confronted with one or more (additional) assessment(s) of wage tax or national insurance contributions in connection with the present Agreement, the Contractor will indemnify the Client against any claims in this respect to the extent permitted by law.
3. The Contractor warrants to the Client that the taxes, national insurance contributions and insurance premiums due in respect of any workers engaged by him under this Agreement have been and will be paid in time and in full.
4. The Contractor will fully indemnify the Client if - because the Contractor has not (timely) fulfilled the above payment obligations - the Client is held (jointly) liable for the payment of damages, penalties, costs and/or interest. The Client may summon the Contractor in indemnification proceedings in this respect.

Article 16. Hiring of staff

1. If the Client hires employees from the Contractor under the Agreement, the Contractor is obliged to cooperate in arranging invoicing, payments and administration in such a way that the Client qualifies for indemnification from vicarious tax and hirer's liability in accordance with the applicable rules of the Tax Authorities. At the request of the Client, the Contractor is obliged to open a G account and the Client is entitled to transfer the invoice amount for wage tax, national insurance contributions and other taxes to the Contractor's G account.



Article 17. Additional and less work

1. If, for whatever reason, the Contractor's Performance is extended or changed by the Client, resulting in additional costs, the Contractor will always comply with this. The Contractor must submit the associated cost estimate to the Client for approval in advance and warn the Client in advance of any additional costs. Execution and payment can only take place after written assignment by the Client. Invoicing can only take place after execution and acceptance of the Performance.
2. If the scope of the Performance is reduced by the Client, the Contractor will also follow instructions. This reduced work is eligible for set-off.
3. With regard to the additional work and less work to be performed by the Contractor, the provisions of the Agreement, including the rates and any discounts, shall apply to the extent that they are not changed by the further written assignment. When submitting an offer, the Contractor cannot impose further or more onerous conditions.

Article 18. Invoicing

1. The Contractor will invoice the Contract Price to the Client in accordance with the instalment schedule included in the Agreement. If no instalment schedule has been included, the Contract Price will be invoiced at once in arrears.
2. Invoices will comply with the statutory requirements and other procedural requirements set by the Client. Invoices that do not meet these requirements will be returned by the Client. The payment term of the invoices will not commence as long as the invoice does not meet the applicable requirements.
3. The Client will attach a proper specification of the work performed to the invoice and, if applicable, the notice of acceptance as referred to in Article 6.
4. Additional and less work as referred to in Article 17 will be invoiced separately.

Article 19. Audit and payment

1. The Client may have the invoice sent by the Contractor checked for substantive accuracy by an auditor to be appointed by the Client as referred to in Section 393 (1) of Book 2 of the Dutch Civil Code. The Contractor will allow the auditor in question to inspect the books and documents and provide him with all the data and information he requires. The audit will be confidential and will not extend beyond what is required for verifying the invoices. The auditor will issue his report to the Parties as soon as possible. The costs of the audit will be borne by the Client, unless the audit reveals that the invoice is incorrect or incomplete, in which case said costs will be borne by the Contractor.
2. The Client will pay the amount owed by it to the Contractor on the basis of the Agreement no later than 30 days after the day of receipt of the relevant invoice if it complies with the provisions of the Agreement.



3. The Client is at all times entitled to suspend and set off invoice amounts.
4. The Contractor is not entitled to exercise any right of retention against the Client. The Contractor will also stipulate this in respect of its subcontractors and suppliers and indemnify the Client against claims from these.
5. Payment of an invoice by the Client does not imply any acknowledgement of the soundness of the Performance delivered by the Contractor.

Article 20. Liability

1. Unless otherwise agreed, the Party that imputably fails to fulfil its obligations is liable to the other Party for the damage suffered or to be suffered by the other Party, on the understanding that the Client's liability is limited to an amount not exceeding the Contract Price.
2. If the Contractor uses items that are the property of the Client to carry out the Performance as referred to in Article 5.11, the Contractor is liable for the damage caused to these items and for the loss and theft of these items.
3. If, as a result of the Contractor's use of items belonging to the Client, damage is caused to one of the Parties or to third parties in any way whatsoever, such damage will be entirely at the expense and risk of the Contractor.

Article 21. Insurance

1. The Contractor has insured itself in accordance with generally accepted standards and maintains insurance cover for the following risks:
 - a) professional liability;
 - b) corporate liability, including liability for damage caused to persons or property owned by the Client;
 - c) loss of and damage to business inventory, including damage caused by fire and theft, including property owned by Client.
2. At the request of the Client, the Contractor will immediately submit (a certified copy of) the policies and proofs of premium payment in respect of the insurances referred to in the first paragraph.
3. The Contractor will not terminate insurance contracts without the prior written consent of the Client. Nor will the Contractor be entitled to change the conditions of the insurance policies or the amount of the sum insured to the detriment of the Contractor without prior written consent.
4. The insurance premiums payable by the Contractor are deemed to be included in the agreed prices and rates.

Article 22. Termination and termination by giving notice

1. Without any warning or notice of default being required, the Client may, with immediate effect, terminate the Agreement in whole or in part extrajudicially by registered letter, inter alia, if:
 - a) The Contractor applies for (provisional) suspension of payments or is granted (provisional) suspension of payments,

- b) the Contractor files for bankruptcy or is declared bankrupt,
 - c) the Contractor files a start-of-procedure declaration under the Court Approval of a Private Composition (Prevention of Insolvency) Act with the court registry of the District Court,
 - d) the Contractor's company is liquidated,
 - e) the Contractor discontinues its business,
 - f) a substantial part of the Contractor's assets is attached,
 - g) the Contractor enters into a merger or demerger or is wound up,
 - h) the Contractor is otherwise no longer deemed able to fulfil its obligations under the Agreement,
 - i) the Contractor has failed imputably in the fulfilment of the Agreement and is in default.
2. If the Agreement is terminated, the Contractor will repay to the Client any undue payments already made to it by the Client, plus statutory interest on the amount paid as from the date of payment.
 3. The Client may furthermore terminate the Agreement by registered letter at any time. Settlement will then take place between the Client and the Contractor on the basis of the part of the Performance carried out by the Contractor in so far as this is of use to the Client.
 4. The Client does not have to compensate the Contractor in any other way for the consequences of terminating the Agreement.

Article 23. Void or voided provisions

1. If one or more provisions of the General Terms and Conditions or the Agreement prove to be void or voided, the remaining provisions of the General Terms and Conditions or the Agreement will retain their legal effect.
2. The parties will consult on the void or voided provisions in order to reach a replacement arrangement. The replacement arrangement will not affect the purpose and purport of the General Terms and Conditions or the Agreement.

Article 24. Other provisions

1. The Contractor cannot derive any right from the Agreement for the acquisition of one (or more) follow-up assignment(s).
2. Obligations and/or other provisions of the Agreement which by their nature are intended to continue after termination of the Agreement will retain their effect after termination.
3. "In writing" is also understood to mean "by electronic means", provided that:
 - a) the notification can be consulted by the addressee,
 - b) the authenticity of the notification is sufficiently guaranteed, and
 - c) the identity of the notifier can be established with sufficient certainty.
4. The Contractor may not transfer its rights and obligations under the Agreement in whole or in part to third parties without the Client's explicit prior written approval.



The Client is entitled to refuse such approval without stating reasons or to attach conditions to its approval.

5. The Contractor is not permitted to pledge, assign or otherwise transfer or encumber its claims under the Agreement to third parties.
6. All correspondence and other information and communication relating to the Assignment must be conducted or made available in the Dutch language.

Article 25. Disputes and applicable law

1. Any dispute between the Parties relating to the Agreement will be submitted to the competent court in the district where the Client has its principal place of business in the Netherlands, unless the Parties agree on another form of dispute resolution.
2. The Client is also entitled to summon the Contractor in indemnification proceedings before any other authority where a dispute is pending against the Client and in which the Contractor, in the opinion of the Client, is obliged to indemnify the Client.
3. The Agreement is exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.