

GENERAL PURCHASE CONDITIONS

ZON Holding B.V., having its registered office in Venlo, Venrayseweg 104, and also its legal successors and/or affiliates, hereinafter referred to as '**ZON**',
has laid down the following General Purchase Conditions:

Section 1 Applicability

1. These General Purchase Conditions shall apply to and form an integral part of all requests that ZON issues for the submission of offers or to enter into a contract, the offers issued and tenders submitted by the other party (hereinafter "the Contractor"), orders from ZON, order confirmations from the Contractor, all contracts entered into between the parties and also all other legal relationships between the parties. In this manner, these General Purchase Conditions shall apply to all (legal) acts (and omissions) on the part of ZON and the Contractor in this respect.
2. Derogations from and/or additions to any provision in these General Purchase Conditions shall only bind ZON if the said derogations and/or additions have been agreed on explicitly between ZON and the Contractor without reservation and in writing. Any derogations and/or additions agreed on shall only relate to the contract in question.
3. These General Purchase Conditions shall set aside general or specific conditions or stipulations on the part of the Contractor, except where agreed otherwise explicitly and in writing in advance.
4. These General Purchase Conditions shall also apply to subsequent and future contracts, even if reference is not made to these General Purchase Conditions in the said contracts.
5. ZON shall be entitled to amend these General Purchase Conditions. The said amendments shall enter into force on the date announced by ZON.
6. The nullity or voidability of any provision in these conditions, or in contracts to which these conditions apply, shall not affect the validity of the other provisions. ZON and the Contractor shall be obliged to replace provisions that are null and void or have been nullified with provisions that are valid and that have the same purport as the provision that is null and void, or that was nullified, as much as possible.

Section 2 Offer and contract

1. All requests and orders that ZON or its subordinates issue shall be entirely free of obligation – until they have been accepted by the Contractor – except where agreed otherwise explicitly and in writing.
2. ZON shall only be bound by verbal undertakings or agreements made by or with its employees or representatives after and insofar as this has confirmed this in writing.
3. All costs to be incurred by the Contractor in relation to a tender shall be for the account of the Contractor.
4. ZON shall be able to require the Contractor to commit itself to the offer made.
5. ZON shall only be bound by its order if the Contractor accepts the said order in writing within 10 days of the date on which it is sent, except where a different acceptance period is stated in the

order.

6. If the parties agree on further and/or additional agreements or amendments after the formation of the contract, the said further and/or additional agreements or amendments shall only be binding if and insofar as these agreements have been set out explicitly and in writing. Here too, the order that ZON places may constitute written confirmation.
7. ZON shall be permitted to amend the contract. In this situation, the payment agreed on shall be adjusted proportionate to the amendment. Any reduction in the work to be carried out, insofar as not carried out already, and any (other) cost savings shall be factored into the amendment too.

Section 3 Prices

1. All amounts stated in offers, tenders, contracts and orders shall be displayed in euro and shall always include taxes and excise duties, import and export duties, packaging costs, inspections, documentation, transport costs, dispatch costs, insurance premiums, delivery to the place that ZON has specified and any other costs (such as any costs for assembly and instruction by the Contractor) and shall be fixed for the term of the contract.
2. A price that has been submitted, or a price that has been agreed on, shall be fixed and the Contractor shall not be able to increase it unilaterally. The aforementioned shall also apply if the Contractor is confronted with a cost price increase, except where ZON agrees to the price increase explicitly and in writing.
3. Price indexations shall not be permitted, except where prior consultation about this has taken place with ZON and ZON explicitly agrees to the price indexations in writing.

Section 4 Delivery

1. Except where the parties have explicitly agreed on a different delivery method, delivery shall be effected "Delivered Duty Paid" to the address that ZON has designated, in accordance with the latest version of Incoterms.
2. The delivery period agreed on (which shall also be understood to mean the period within which the Contractor is to perform the services agreed on) shall be a strict deadline, except where the parties have agreed otherwise explicitly and in writing.
3. If the Contractor exceeds the delivery period, it shall be in default de jure. If delivery is delayed, the Contractor shall be obliged to compensate ZON, or a third party with which ZON has entered into contracts, for all losses incurred by ZON or the said third party as a result of the period exceeded. If a penalty has been agreed on for late delivery, this shall not affect the right that ZON has to full compensation.
4. If the Contractor expects that it will not be able to deliver within the delivery period by which it is bound, it shall notify ZON of this immediately in writing, stating the reasons for this situation. If the Contractor fails to notify ZON promptly in writing, or fails to give a reason, any invocation of a non-attributable failure to deliver within the delivery period applicable shall not be honoured. This shall also apply in the event of a force majeure situation.
5. In the event of late delivery, ZON shall be entitled to either set the Contractor a further period of

time in which to meet its delivery obligation or to dissolve all or part of the contract without any further notice of default being required, without ZON being obliged to compensate the Contractor for any loss.

6. In the event of late delivery, ZON shall be able to claim both compensation and the reimbursement of all extra costs it has been forced to incur in order to reasonably replace the goods that the Contractor has not delivered or the services that it has not provided.
7. Delivery shall be effected at the expense of the Contractor, by delivery to the delivery address that ZON has specified, except where the parties have agreed otherwise explicitly and in writing. Once the goods have been delivered to the delivery address that ZON has specified, the risk in the goods shall pass to ZON. The services agreed on shall be provided or carried out at the place that ZON has specified.
8. If the parties have agreed that the Contractor shall store the goods that it is to deliver and it is to do so on behalf of ZON, whether or not at the premises belonging to the Contractor or with a third party, delivery shall be effected at the time that the goods are stored.
9. The Contractor shall be responsible for transport of the goods up to their delivery to ZON, or to a third party that ZON has designated. Therefore, the Contractor shall be liable for all damage sustained during the loading, transport, unloading, installation and assembly of the goods, even if ZON employees are used during the performance of any delivery action. The Contractor shall be required to repair or replace goods that are damaged or lost during the loading, transport, unloading, installation and assembly process, as specified by ZON, and shall do so free of charge.
10. The goods shall have been packed properly and have been marked in accordance with the instructions provided by ZON, thus ensuring that they reach the place of destination in a good condition. The goods shall be accompanied by instructions for use and a packing list, which shall always include the ZON order number and also the sort number, quantity (or quantities), description(s) and the contact person at ZON. The Contractor shall be liable for any damage caused as a result of inadequate packing.
11. If ZON is unable to take delivery of the goods presented for delivery for whatever reason, or requests that the said goods be delivered at a later date, the Contractor shall store the goods at its own risk and expense and shall ensure that they have been packed properly and are recognisably intended for ZON and shall store them in such a manner that the suitability of the goods is safeguarded and the quality level required is retained.
12. ZON shall always be entitled to decide on the order of deliveries at a later date and to adjust this in line with the progress of its work and shall be able to do so even if the contract sets out a different order.
13. If some goods are not delivered on the date agreed on and ZON dissolves the contract as a result, ZON shall also be able to have the dissolution apply to all of the goods supplied under the same contract, if it is no longer to use the said goods effectively as a result of the non-delivery (or late delivery) of the other goods.

Section 5 Guarantee and inspection

1. The Contractor shall guarantee that goods to be supplied and/or the services to be provided are in compliance with the contract, have the properties that have been promised, are free of defects, suitable for the purpose for which they are intended and in compliance with the statutory requirements applicable and other government regulations, as well as all other requirements that ZON has stipulated, both in respect of quality and quantity.
2. ZON shall have the right, whether prior to, during or after the delivery or service provision, to subject the goods and/or the services to be provided and/or already provided to inspection, checks and/or testing at the expense of the Contractor. Inspections, checks, testing and/or acceptance shall not release the Contractor from any warranty obligation or liability under the contract or these General Purchase Conditions.
3. If an inspection, check and/or test reveals that the goods and/or the services to be provided or already provided are not in compliance with the contract, ZON shall have the right to reject the goods and/or services in question in writing within a period of thirty days after it discovered the defect at hand.
4. If the goods and/or the services provided are found not to comply with the provisions of Subsection 1 of this section, the Contractor shall repair or replace the goods and/or services provided as specified by ZON and shall do so at its own expense and risk, except where ZON prefers to dissolve the contract in accordance with the provisions of Section 10 of these General Purchase Conditions and/or to have the price agreed on reduced, subject to the understanding that the Contractor shall not be able to unilaterally decide which price reduction is appropriate given the defects observed. The parties shall reach an agreement on the aforementioned.
5. The Contractor shall be obliged to keep spare parts for the goods supplied in stock throughout the customary life of the goods.

Section 6 Payments

1. The Contractor shall only be able to invoice ZON for the price agreed on once the Contractor has met all of its obligations under the contract, after which ZON shall effect payment within 60 days of the date on which the invoice is received.
2. The Contractor shall not be able to derive any rights from payment of an invoice and payment shall not entail that rights have been waived in any manner whatsoever. Payment shall not release the Contractor from any warranty obligation and/or obligation to pay compensation.
3. ZON shall be entitled to offset outstanding invoices against amounts owed to it, whether or not due and payable, by the Contractor and/or its affiliates. The Contractor shall waive any right to offset amounts due by either party.
4. Before payment is effected, ZON shall be entitled to require, in addition to or instead of transfer of ownership, that the Contractor arrange for an unconditional and irrevocable bank guarantee to be issued at its own expense, which banking institution shall be one that is acceptable to ZON, the object of which is to secure performance by the Contractor of the obligations to which it is subject.

Section 7 Ownership

1. Ownership of the goods to be supplied by the Contractor shall be transferred at the time of delivery.
2. The goods to be supplied by the Contractor shall be unencumbered and free of rights that have been vested in third parties. However, should the Contractor supply goods to ZON that are owned by a third party or in which the rights of third parties are vested otherwise, the Contractor shall indemnify ZON against any claims from the third party that relate to any damage that has been caused by and/or with the goods that the Contractor has supplied to ZON, as well as any damage to the goods themselves.
3. ZON shall at all times be free to sell the goods supplied by the Contractor and/or to supply them to third parties.
4. ZON shall be entitled to require that the transfer of ownership of the goods shall be effected at an earlier time than the time of delivery. The Contractor shall then mark the goods as the recognisable property of ZON and indemnify ZON against loss, damage and the exercising of rights by third parties.
5. All models, parts, drawings, templates, photos, information carriers and other aids that ZON makes available to the Contractor, or that have been purchased by the Contractor on behalf of ZON and at its expense, shall then become the property of ZON.
6. The Contractor shall be required to check all aids that ZON makes available for performance of the contract with all due care. The same shall apply to changes or adjustments that ZON requests to the goods and aids made available or produced by the Contractor. The Contractor shall be required to immediately notify ZON in writing of any (suspected) inaccuracies.
7. The Contractor shall not use the goods and information that ZON makes available and/or has produced on its instructions for a purpose other than that for which they have been made available. The Contractor shall only use the templates produced on the instructions of or for ZON for the production of goods to be supplied to ZON.
8. The Contractor shall not make available the aforementioned goods or information to third parties or make them available for inspection by third parties in any manner whatsoever and shall be obliged to return the said goods and information to ZON on demand.
9. The Contractor shall keep the aforementioned aids in a good condition and take out and maintain insurance against the risk of damage, fire and theft with a reputable insurance company. The Contractor shall be obliged to produce proof of this insurance on demand by ZON.

Section 8 Liability and insurance

1. The Contractor shall be liable for all damage sustained by ZON and/or third parties, including individuals and organisations that are employed at or for ZON, regardless of the nature of the said damage or how it arose or was caused, where the damage applicable has been sustained in connection with or as a result of the work carried out or goods supplied by the Contractor, the presence of unwanted residues or non-compliance with standards, MRLs, (chemicals and minerals, for example) in the goods supplied by the Contractor, acts and/or omissions on the part of the Contractor, its employees, its subcontractors and/or suppliers. The Contractor shall

particularly also be liable for any damage that ZON sustains as a result of recall actions by ZON itself or by third parties.

2. The Contractor shall indemnify ZON against all claims brought against ZON by third parties (also including staff and employees at ZON) for the payment of compensation on the grounds of liability as referred to in the previous subsection of this section. Claims brought against ZON by third parties shall also include claims from third parties on the grounds of product liability that ensues from defects in the goods supplied and/or services provided. This indemnification shall particularly apply if ZON is unable to meet the obligations arising for it towards third parties, such as a contracting party of ZON, as a result of a failure to perform on the part of the Contractor and/or others that the Contractor involves in the performance of the contract.
3. If any damage arises during the performance of the contract, the Contractor shall always be obliged to promptly put the measures necessary in place to limit and repair any damage or to ensure that the said measures are put in place.
4. The Contractor shall be obliged to insure itself against the risks and damage referred to above with a reputable insurance company. The Contractor shall be obliged to produce proof of this insurance on demand and also proof of the prompt payment of the premium due for the insurance and a copy of the policy, including policy conditions. The Contractor shall refrain from any act or omission that could have negative consequences for the cover provided under the insurance. The obligation to take out insurance, as referred to in this subsection, shall always include taking out insurance for product liability.
5. ZON shall not be liable towards the Contractor for any damage, regardless of the way in which it arose and the individuals by whom the damage was caused. More in particular, ZON shall not be liable for indirect damage or consequential damage, including trading losses. The exclusion of liability included in this subsection shall not apply if the damage in question is the result of an intentional act or omission or wilful recklessness on the part of ZON.
6. In all cases in which ZON would be obliged to pay compensation, this shall never exceed the amount that the insurer of ZON actually pays out in the case in question. The insurance policy and the policy conditions shall be available for inspection. If no payment is effected under this insurance for whatever reason, all liability shall be limited to the amount of the invoice that corresponds to the contract on the basis of which the Contractor is lodging a claim, subject to the understanding that all liability shall be limited to an amount of EUR 40,000.
7. Damage in the sense of these General Purchase Conditions shall include any disadvantage in whatever form, whether direct or indirect, also including a penalty stipulation in favour of third parties, moral damage, trading losses or environmental damage and consequential damage, such as the damage ensuing from a loss of profits.

Section 9 Force majeure

1. In the event of force majeure on the part of ZON or the Contractor, ZON shall be entitled to either suspend performance of the contract or to dissolve all or part of the contract, without the Contractor having any claim for compensation towards it (ZON). In this situation, the Contractor

shall reimburse ZON for all costs incurred and to be incurred.

2. The following shall be deemed to be force majeure on the part of ZON – amongst other things:
 - Strike actions on the part of the employees of ZON or third parties engaged by it in relation to the performance of the contract;
 - Illness on the part of employees of ZON or third parties engaged by it in relation to the performance of the contract;
 - Measures and/or prohibitions imposed by the Dutch government and/or a foreign government (including the European Union) and by which ZON is bound;
 - As well as all other unforeseen circumstances that prevent ZON from performing the contract promptly and properly and that are not at the expense and risk of ZON.

Section 10 Dissolution

1. Without prejudice to its right to compensation and without a notice of default or judicial intervention, ZON shall be entitled to suspend (a) performance of the contract and all related contracts and/or to (b) dissolve all or part of the said contract and all related contracts without a notice of default, with immediate effect:
 - a. if the Contractor fails to fulfil any obligation arising for it under the contract, or fails to do so promptly or properly;
 - b. if a winding up petition or a moratorium on payments has been filed for the Contractor;
 - c. if the business run by the Contractor is dissolved, liquidated or closed down;
 - d. if a substantial part of the capital of the Contractor is seized under a warranty of execution;
 - e. if ZON has well-founded reasons for fearing that the Contractor is or will be unable to meet its obligations under the contracts entered into with ZON and the Contractor fails to provide security for the performance of its obligations, or fails to do so sufficiently, when requested to do so by ZON;
 - f. in all other cases stipulated in these General Purchase Conditions.

In the aforementioned cases, ZON shall likewise be entitled to suspend the payment obligations and/or to transfer performance of all or part of the contract to a third party at the expense of the Contractor, without ZON being obliged to pay any compensation.

2. Any claims that ZON might have or gain against the Contractor in the instances stated in this section, including all claims for compensation, shall be due and payable immediately and in full.
3. The Contractor shall be required to inform ZON immediately if one or more of the situations referred to in Section 10.1 arise. This shall apply likewise if there is a risk that moveable or immovable property belonging to ZON but in the possession of the Contractor as part of its performance of the contract will be seized.
4. In the event of its liquidation or if it is granted a moratorium on payments, the Contractor shall be required to immediately show the contract to a bailiff, receiver and/or administrator and to bring to their attention the ownership rights that ZON has.
5. The Contractor shall not be entitled to invoke any right of suspension or setoff towards ZON.

Section 11 Intellectual property rights

1. The intellectual and industrial property rights to all goods, data and information that ZON makes available to the Contractor, including documentation, designs, drawings, photos and specifications, shall be vested in ZON.
2. The intellectual and industrial property rights to all goods and designs that the Contractor produces on the instructions of ZON or in respect of the performance of the contract (whether itself or in collaboration with ZON), in whatever form, shall be vested in ZON. If any act shall be required to transfer these rights to ZON, the Contractor shall render its cooperation in the said act on demand by ZON.
3. The Contractor shall guarantee that the use and resale of the goods supplied shall not constitute an infringement of any valid intellectual property right or other rights vested in third parties.
4. The Contractor shall indemnify ZON against claims of whatever nature that arise from any infringement of the rights referred to in the previous subsection of this section. The Contractor shall reimburse ZON for all damage, costs and interest that are the result of any infringement of the rights referred to in the previous subsection of this section.
5. The Contractor may only use information and data that ZON provides in its performance of the contract – regardless of the nature of said information and data. This information and data shall remain the sole property of ZON.
6. Documentation, drawings, packaging, labels, manuals, data carriers and other goods forming part of the goods or service to be supplied to ZON shall form an integral part of the contract and shall be supplied to ZON at the same time as the relevant goods or service.
7. ZON shall always have the authority to change or modify (the appearance of) what has been supplied, even where it has been agreed that the copyright or design rights relating to (a part of) what has been supplied are vested in the Contractor.
8. The Contractor shall grant ZON a non-exclusive licence to any intellectual property rights that may be vested in it in relation to performances that have not been performed solely for ZON. Under this licence, ZON shall have the right to apply, use and reproduce in the interests of its own business operations. Intellectual property rights relating to performances that are carried out solely for ZON shall be transferred to ZON. Where computer software is concerned, the source codes shall be transferred to ZON. The transfer of these intellectual property rights shall be formalised further where necessary.

Clause 12 Transfer and performance by third parties

1. Except where it has the prior written and explicit permission of ZON to do so, the Contractor may not transfer all or part of the contract to third parties or have the contract performed by a third party. ZON shall be able to attach conditions to its permission.
2. The permission of ZON as referred to above shall not release the Contractor from any of its obligations under the contract. The Contractor shall retain full responsibility and liability for performance of the contract under all circumstances.

3. If ZON gives its written and explicit permission to transfer the contract or performance of the contract by third parties, this shall be subject to the condition that the Contractor shall impose conditions for performance of the contract on the said third party that are the same as those that ZON has stipulated towards the Contractor, including these General Purchase Conditions.
4. The Contractor shall indemnify ZON against all claims of whatever nature that third parties engaged by the Contractor might bring against ZON with regard to any damage to be sustained or already sustained during performance of the work assigned by them.
5. Claims that the Contractor has against ZON shall not be transferable.

Section 13 Employees and auxiliary persons

1. All employees and/or auxiliary persons that the Contractor deploys in performance of the contract shall be subject to the direct supervision and responsibility of the Contractor.
2. The Contractor shall guarantee that a legally valid, written employment contract exists between it and the employees that it employs at any ZON site, that all employees are in the possession of valid proof of identity, have this with them whenever present at any ZON site and, where applicable, that the said employees shall be in the possession of a work permit under the Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen (WAV)*). The Contractor shall indemnify ZON against any claims from third parties, including penalties imposed by government bodies, for non-compliance with the obligations set out in this section.
3. Employees and/or auxiliary persons that the Contractor has engaged in the performance of the contract shall meet the special requirements that ZON stipulates. If no special requirements have been stipulated, these employees and/or auxiliary persons shall be required to meet the general requirements of professional competence and expertise.
4. If ZON believes that there are employees and/or auxiliary persons who have inadequate qualifications, ZON shall be entitled to order the removal of the persons in question and the Contractor shall be obliged to immediately replace the said persons by persons who do meet the said requirements.
5. ZON shall be entitled to identify all employees and/or auxiliary persons that the Contractor engages in performance of the contract.
6. The Contractor shall indemnify ZON against all claims of whatever nature that the employees and/or auxiliary persons engaged by the Contractor might assert against ZON as regards any damage to be sustained or already sustained during performance of the work assigned by them.
7. The Contractor shall guarantee ZON that all tax and social insurance charges relating to the work carried out or to be carried out by the Contractor shall be paid promptly and in full.
8. Where work is carried out at the ZON site, or at a location to be specified by ZON, ZON shall always be entitled to make direct payments to the tax authorities and/or the industrial insurance board. On the invoice, the Contractor shall state the amount to be transferred directly in payment of social insurance charges and payroll tax, which amount has been agreed on with ZON.
9. Where work is carried out at the ZON site, or at a location to be designated by ZON, the Contractor shall be obliged to submit to ZON a recent declaration on payment history from the

- implementing agency and the tax authorities, which declaration may not been issued more than three months previously. The Contractor shall always do the aforementioned on demand by ZON.
10. When requested to do so by ZON and where work is being carried out at the ZON site or at a location to be specified by ZON, the Contractor shall ensure that its invoices are accompanied by an activity sheet that shows which individuals have been deployed to carry out the work in question, where, on which days and for how many hours a day. The personal details stated shall include the name, date of birth and relevant tax and social insurance number.
 11. Without prejudice to the provisions of the previous subsections, the Contractor shall meet all statutory social obligations for all persons present at the ZON site or at a location to be designated by ZON. ZON shall be entitled to carry out checks on this point. The Contractor shall be obliged to render its cooperation in checks of this nature.
 12. ZON shall be entitled to suspend fulfilment of any obligation it has towards the Contractor where ZON has well-founded reasons to assume that the Contractor is failing or has failed to fulfil the obligations arising for it as referred to in Section 13.

Section 14 Equipment and tools

1. The Contractor shall ensure that it has all of the tools and other equipment necessary to be able to deliver the goods to be supplied, the services to be provided and/or the work to be carried out. These tools and other equipment shall be required to comply with current safety requirements. The use of tools and other equipment that does not comply with these requirements shall not be permitted.
2. The tools and other equipment that ZON makes available to the Contractor shall remain the property of ZON at all times. The Contractor shall be obliged to use and maintain in a proper manner the tools and other equipment that ZON makes available. While the Contractor is in the possession of tools and other equipment belonging to ZON, it shall be liable for any damage to or loss of the said tools and other equipment, regardless of the cause thereof.
3. ZON shall be entitled to inspect and test all tools and equipment to be used by the Contractor in the performance of the contract.

Section 15 Grounds and buildings

1. Before proceeding to supply goods and/or provide services, the Contractor shall be required to familiarise itself with conditions on the grounds and in the buildings belonging to ZON, to which the goods will be supplied and/or the services provided. If the Contractor fails to comply with these regulations and instructions, ZON shall be entitled to refuse the Contractor any further access to the ZON sites.
2. Before proceeding to supply goods and/or provide services, the Contractor and the employees and/or auxiliary persons that it has engaged shall be required to familiarise themselves with the content of the instructions and regulations applicable in the ZON grounds and buildings, including those pertaining to health, safety, privacy and the environment. The Contractor and the

employees and/or auxiliary persons that it has engaged shall be required to act in accordance with the aforementioned instructions and regulations.

3. Where costs are incurred as a result of delays to performance of the contract and the said delays are the result of circumstances as referred to above or in connection with a lack of familiarity with the instructions and regulations applicable at ZON, the said costs shall be at the expense and risk of the Contractor.
4. The Contractor shall ensure that its presence and the presence of employees and/or auxiliary persons that it has engaged on the grounds and in the buildings belonging to ZON do not hinder the unimpeded progress of work by ZON and third parties.
5. ZON shall not accept any liability whatsoever for the employees and/or third parties that the Contractor has engaged in the performance of the contract, while the Contractor shall also indemnify ZON against any liability in this respect.

Section 16 Confidentiality

1. The Contractor shall be required to observe strict confidentiality about all information that comes to its knowledge in the context of a tender or (performance of) a contract, and also about all other data that it could reasonably realise are secret or confidential.
2. The Contractor shall explicitly not be permitted to publish photos or other images of goods or works that it has supplied or goods that have been made available to it, to use the aforementioned for promotional purposes or to disclose the said photos or other images. The Contractor shall also not be permitted to use the name of ZON as a reference.

Section 17 Concluding stipulations

1. Without the written permission of ZON, the Contractor shall not be entitled to transfer all or some of its rights or obligations under any contract with ZON to a third party.
2. Any disputes between ZON and the Contractor that arise from or are related to a contract that has been entered into between them, including disputes that require urgent resolution, shall only be presented to the competent court in the place in which ZON has its registered office. The aforementioned shall not affect ZON's right to submit the dispute in question to the court in the place in which the Contractor has its place of business.
3. Dutch law alone shall apply to these General Purchase Conditions and to all other contracts that are entered into between the parties. Application of the Vienna Sales Convention or any other international convention or treaty on the sale of moveable property shall be excluded to the extent permitted under the convention or treaty in question.