

# General purchase conditions for goods and services

Date: December 1, 2025

## 1. Definitions

In these Purchase Conditions, the following terms have the following meaning:

- a. **EBN:** EBN B.V. (Chamber of Commerce number 14026250) or an affiliated group company (as defined in article 2:24b of the Dutch Civil Code) as included as the contracting party for Supplier in an Agreement;
- b. **EBN Supplier Code of Conduct:** the EBN Supplier Code of Conduct, as it applies at the time of entering into an Agreement;
- c. **Purchase Conditions:** these general terms and conditions of purchase for goods and services;
- d. **Supplier:** any natural person or legal entity with whom EBN has entered into an Agreement;
- e. **Agreement:** an agreement (including supplements and amendments thereof) between EBN and Supplier for the purchase of goods and/or services by EBN from Supplier to which these Purchase Conditions have been declared applicable;
- f. **Personal Data:** personal data as defined in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as amended from time to time;
- g. **Performance:** the performance to be provided by Supplier to EBN under an Agreement.

## 2. Applicability of these Purchase Conditions

- 2.1. These Purchase Conditions apply to an Agreement and to agreements arising from an Agreement. The applicability of any general terms and conditions of Supplier is expressly excluded.
- 2.2. In the event of any conflict or discrepancy between the provisions of an Agreement and one or more provisions of these Purchase Conditions, the provisions of the Agreement shall prevail. In the event of any conflict or discrepancy between these Purchase Conditions in the Dutch language and any translations thereof, the Dutch version shall be binding.

## 3. Conclusion and amendment of an Agreement

- 3.1. An Agreement will only be concluded after EBN has expressly accepted Supplier's offer in writing or after EBN has accepted the offer in question by expressly executing the Agreement.
- 3.2. All actions and costs made by a party in connection with the conclusion of an Agreement are at that party's expense and risk.
- 3.3. Amendments to or additions to an Agreement, or deviations from these Purchase Conditions, are only binding if they have been expressly agreed upon between the parties in writing or via electronic communication (including, but not limited to, email).

## 4. Delivery of goods

- 4.1. This article 4 only applies to an Agreement if the Performance includes (partly) the delivery of goods.

- 4.2. Delivery of goods to EBN will take place DDP (Delivery Duty Paid) at EBN's office address in Utrecht in accordance with Incoterms 2020 or, if different from the office address, DDP at the location specified in the Agreement in accordance with Incoterms 2020, and in accordance with any further instructions from EBN.
- 4.3. All documents relating to the goods must be submitted to EBN no later than the time of delivery or, where possible, sent to EBN in advance.
- 4.4. In the event of delivery of goods (including in connection with maintenance), replacement of parts, or otherwise, ownership of the goods delivered or to be delivered shall pass to EBN at the time the goods to be delivered are designated by Supplier as intended for EBN.
- 4.5. In the event of deliveries of goods pursuant to contracting of work (in Dutch: aanneming van werk), the delivered goods are at the EBN's risk from the moment of completion of the work. Delivery takes place when EBN, after Supplier has indicated that the goods or work is ready, inspects and accepts the goods or work, with or without reservations.
- 4.6. The transfer of risk occurs at the moment EBN receives the goods, except in the case of contracting of work (in Dutch: aanneming van werk) in which case the transfer of risk occurs upon delivery in accordance with article 4.5.
- 4.7. EBN is not obligated to inspect or have the delivered goods inspected after receipt, regardless of any provisions made by Supplier in an order confirmation, packing slip, consignment note or similar document.
- 4.8. Receipt of the delivered goods does not constitute acceptance of the Performance by or on behalf of EBN. EBN is not obligated to accept any deviation from the agreed specifications or, if further specifications have not been agreed upon, from the properties that EBN could reasonably expect of the delivered goods.
- 4.9. An agreed delivery date shall be considered a strict deadline between the Parties, the exceeding of which shall result in default without a notice of default being required.
- 4.10. Supplier is obligated to notify EBN in writing prior to delivery of any change, of whatever nature or magnitude, in the composition or properties of the goods to be delivered. If, in EBN's reasonable opinion, the goods are no longer suitable for EBN's intended use due to the change, EBN shall have the right to refuse delivery.
- 4.11. Supplier guarantees that the goods to be delivered or delivered are new, unless otherwise agreed in the Agreement.
- 4.12. Supplier warrants that the goods to be delivered or delivered by it comply with the Agreement and are suitable for the use as provided for in the Agreement. If no (special) use is provided for in the Agreement, the goods are in any case suitable for normal use. The warranty period is at least 12 months (unless otherwise agreed in the Agreement) after receipt of the goods by EBN. During the warranty period, Supplier will, after first notice from EBN, repair all errors and defects at its own expense and risk and/or replace (parts of) the delivered goods, at EBN's discretion. Supplier is obligated to repair and/or replace within ten business days of notice from EBN.

## **5. Provision of services**

- 5.1. This article 5 only applies to an Agreement if the Performance includes (partly) the provision of services.
- 5.2. The services to be provided by Supplier shall meet the requirements and intended use as set out in the Agreement and shall be performed in a professional manner. Insofar as an Agreement does not contain a further

description of the requirements or intended use, the services shall at least meet the usual requirements of good quality, reliability, efficiency and professionalism.

- 5.3. Supplier guarantees that the services will be performed in accordance with applicable laws and regulations.
- 5.4. Outsourcing of services, in whole or in part, by Supplier to third parties is only permitted with the prior written consent of EBN. Supplier is obligated to provide EBN with the details of the relevant third party(ies) in writing. Even if and to the extent EBN has agreed to the outsourcing to third parties, Supplier remains responsible and liable to EBN for the correct, complete and timely performance of an Agreement.
- 5.5. Supplier may only replace a person charged with performing the services temporarily or permanently in exceptional circumstances and after prior consent from EBN. EBN shall not unreasonably withhold this consent and may impose conditions. If EBN requests to replace a person charged with performing the services because EBN believes this is necessary or desirable in the interest of proper performance of the services, Supplier shall replace this person as soon as possible, unless this cannot reasonably be expected of Supplier. When replacing a person charged with performing the services, Supplier shall provide a person who is at least equivalent in terms of expertise, training and experience to the person to be replaced, or who meets the parties' agreements. Supplier shall not charge a higher rate for a replacement.

## **6. Maintenance and contracting of work**

- 6.1. This article 6 only applies to an Agreement if the Performance includes (partially) maintenance and/or contracting of work (in Dutch: aanneming van werk).
- 6.2. Supplier guarantees that all parts to be replaced as part of the maintenance to be performed by Supplier (other than with regard to software) are new and come with the manufacturer's warranty or the importer's warranty.
- 6.3. Supplier guarantees the proper performance of the maintenance and/or work performed by it and the materials used in the performance thereof for a period of twelve months, starting from the date on which the relevant equipment or installation is (re)commissioned by EBN, unless the manufacturer or supplier of said materials has provided a longer-term warranty, in which case the warranty provided by Supplier will have at least this longer term.
- 6.4. Within the warranties provided under articles 6.2 or 6.3, Supplier will properly reperform any defective maintenance. If the maintenance has been performed improperly, EBN will inform Supplier in writing. If, in EBN's reasonable opinion, the maintenance still to be carried out by Supplier is no longer possible or useful, EBN is entitled to alternative and additional compensation.
- 6.5. In the event that maintenance has been specifically agreed upon, only Supplier is entitled to perform this specific maintenance. If EBN has commissioned general periodic maintenance, Supplier will, in any case, perform the maintenance in accordance with the maintenance schedule provided by the manufacturer of the relevant equipment or installation, as well as the maintenance necessary to comply with statutory regulations regarding the properties of the equipment or installation.
- 6.6. In the case of contracting of work, EBN is entitled to request additional or reduced work. Additional or reduced work can only occur if this has been agreed upon in writing between EBN and Supplier. In the event of reduced work, the price for the Performance will be reduced pro rata.

- 6.7. If, in Supplier's opinion, additional work is involved and this, in Supplier's opinion, has consequences for the agreed price and/or delivery time, Supplier is obliged to notify EBN as soon as possible prior to carrying out the additional work. Work that could or should have been foreseen by Supplier in advance or that is the result of a shortcoming on the part of Supplier will not be charged to EBN. If, in EBN's opinion, these consequences for the price and/or delivery time are unreasonable in relation to the nature and scope of the additional work, the EBN has the right to demand the unchanged, or an amended, Performance acceptable to it, or to terminate the Agreement with immediate effect.

## **7. Delivery and/or use of software**

- 7.1. This article 7 only applies to an Agreement if the Performance includes (partly) the delivery or use of software and/or software-as-a-service (collectively referred to in this article as: software).
- 7.2. Supplier warrants that the software complies with the specifications of the Agreement and is suitable for the use intended in the Agreement or, if the latter is not specified, for use in accordance with the software documentation.
- 7.3. Supplier warrants that the delivery or use of the software it supplies, or of items of which software is a component, does not infringe the intellectual property rights of third parties. Supplier shall indemnify and hold harmless EBN, its personnel, and any (auxiliary) persons engaged by EBN, against claims from third parties in connection with the delivery and/or use of such software.
- 7.4. If (i) Supplier supplies items to EBN consisting of software or of which software forms a component, and/or (ii) Supplier uses software developed by Supplier or licensed from third parties when providing services for EBN, Supplier guarantees that (i) the software is free of viruses, malware and other malicious code, and (ii) Supplier has implemented adequate technical and organizational measures to prevent the introduction of such viruses, malware and other malicious code.
- 7.5. In the case of delivery of standard software, for which EBN obtains a user license, this license is at least sufficient for the use referred to in article 7.2. In the case of delivery of custom software, the copyright thereto remains with EBN in accordance with article 13.
- 7.6. Supplier shall, upon first notice from EBN, repair at its own expense any defects in the software that occur within twelve months after EBN has put the software into (operational) use.
- 7.7. For software managed by Supplier and for software as a service (SaaS), Supplier will immediately install patches (temporary software fixes) or improved versions to improve the functionality and security of the software. EBN is entitled to receive and use these patches free of charge. For other software, such as new functionalities, Supplier will inform EBN about the availability of patches or improved versions of the software. Installation of these patches will only take place after consultation with EBN.

## **8. Repair or replacement (by third parties)**

- 8.1. In the event of identified errors or defects in delivered (parts of) goods or defective services, Supplier will repair or replace them within the applicable timeframe as specified in the Agreement or these Purchase Conditions, or, failing that, within a reasonable timeframe.

- 8.2. If, in EBN's reasonable opinion, repair or replacement is required immediately and Supplier cannot carry out the repair or replacement immediately or cannot immediately arrange for replacement, EBN is entitled to have the repair or replacement carried out by a third party at Supplier's expense. The same applies in the event of Supplier's failure to comply with the obligation to repair errors or defects as referred to in article 8.1.
- 8.3. Supplier is obligated to pay EBN the costs incurred with the repair or replacement by the third party within 30 calendar days of receipt of an invoice specified by EBN, without Supplier being entitled to any offset.

## **9. Goods made available by EBN and access to EBN locations**

- 9.1. All goods made available by EBN to Supplier in connection with the performance of an Agreement, including but not limited to documentation, know-how, goods, software, and other resources, remain the (intellectual) property of EBN and must be returned to EBN immediately after delivery of the Performance and/or after termination of the Agreement, or at EBN's first request, or, in the case of data or software, permanently removed.
- 9.2. Supplier shall store and retain the goods made available to it as a prudent and reasonable person.
- 9.3. When delivering a Performance, if performed in EBN's office building or another EBN location, Supplier shall observe EBN's access times and house rules.

## **10. EBN Supplier Code of Conduct**

- 10.1. EBN aims to contribute to corporate social responsibility through its purchasing activities and, to this end, applies the EBN Code of Conduct for Suppliers (available at [www.ebn.nl](http://www.ebn.nl)). The EBN Supplier Code of Conduct forms an integral part of these Purchase Conditions.
- 10.2. Supplier declares that it, its personnel, and any (auxiliary) persons engaged by it will comply with the provisions of the EBN Supplier Code of Conduct when performing its obligations under an Agreement.
- 10.3. Supplier declares that it, its personnel and any (auxiliary) persons engaged by it, in the performance of an Agreement, will act and/or refrain from acting in accordance with the national and international laws and regulations applicable to the Agreement. Supplier will make reasonable efforts to comply with the national and international laws and regulations applicable to an Agreement in its own supply chain, which Supplier uses in fulfilling its obligations under an Agreement.
- 10.4. If EBN has reasonable suspicion of non-compliance with the provisions of this article and/or the EBN Supplier Code of Conduct, Supplier shall, upon EBN's first request, provide EBN with the information requested by EBN. EBN may request an independent party to audit Supplier's non-compliance or, at EBN's discretion, request Supplier to conduct an independent audit of the non-compliance and share the findings with EBN. Supplier shall cooperate in a timely manner.

## **11. Use of results and confidentiality**

- 11.1. Unless otherwise provided in the Agreement or these Purchase Conditions, EBN is free to use, distribute, reproduce, publish or otherwise make available to third parties (parts of) the results of the Performance, in any form whatsoever.

- 11.2. In the performance of an Agreement, a party (the receiving party) may receive information (in any form whatsoever) from the other party (the disclosing party) that the disclosing party has designated as confidential or that the receiving party understood or reasonably should have understood to be confidential. The receiving party shall treat such information as confidential and shall not provide or disclose it to third parties in any way.
- 11.3. The confidentiality obligation referred to in article 11.2 shall not apply to information (i) with which the receiving party was already lawfully known without a confidentiality obligation being imposed on that information, (ii) that is or becomes public information other than through a breach of confidentiality obligation by the receiving party, (iii) that has been made available to the receiving party by a third party and that third party had or has the right to provide such information, or (iv) that must be provided by the receiving party pursuant to a legal obligation or a court order, in which case the receiving party shall immediately notify the disclosing party and shall comply with all reasonable instructions of the disclosing party to safeguard the rights of the disclosing party to the extent reasonably possible.
- 11.4. Each party shall impose confidentiality obligations on its personnel and any third party(ies) engaged by a party involved in the performance of an Agreement that are no less stringent than the provisions of this article 11.
- 11.5. At the first request of a disclosing party or upon expiration or termination of an Agreement, the receiving party will (i) return the confidential information to the disclosing party or (ii) remove and keep it removed from its information systems to the extent practically and technically possible or reasonably feasible, and to the extent the receiving party is not obligated to retain the confidential information under applicable laws and regulations, in which case the confidentiality obligation with respect to that confidential information will continue.
- 11.6. Supplier shall not implicitly or explicitly mention the existence of an Agreement in publications (including press releases) or (advertising) statements and shall not use EBN's name as a reference, without EBN's prior written consent.

## **12. Protection of personal data**

- 12.1. Supplier will treat Personal Data obtained in the context of the performance of an Agreement as confidential information as referred to in article 11.
- 12.2. If Supplier processes Personal Data in the performance of an Agreement, Supplier is responsible for compliance with applicable laws and regulations. If a data processing agreement is legally required, Supplier will, at the first request of EBN, cooperate in entering into a data processing agreement between EBN and Supplier.
- 12.3. Supplier will not transfer Personal Data to countries outside the European Economic Area without the prior written consent of EBN. EBN may impose conditions on such consent.
- 12.4. Supplier will take all necessary technical and organizational measures to protect Personal Data against unauthorized or unlawful processing. In addition, Supplier will take all necessary technical and organizational measures to protect Personal Data against destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, the Personal Data.
- 12.5. Supplier shall indemnify EBN against any legal claims from third parties, including EBN employees, relating to or arising from Supplier's breach of its obligations under this article 12.

### **13. Intellectual property**

- 13.1. Intellectual and/or industrial property rights which already belonged to EBN or Supplier (or were licensed to either of them) prior to the date of an Agreement shall remain the property of the original owner.
- 13.2. If, during the performance of an Agreement, works are created on behalf of EBN on which intellectual and/or industrial property rights rest or may arise, these rights shall vest in EBN and are hereby transferred by Supplier to EBN, with EBN accepting this transfer. Supplier warrants that such intellectual and/or industrial property rights do not infringe any rights of third parties.
- 13.3. To the extent that a further deed is required at any time for the transfer of the rights referred to in article 13.2, Supplier hereby irrevocably authorizes EBN to draw up such deed and sign it on behalf of Supplier, without prejudice to Supplier's obligation to cooperate in the transfer of these rights at EBN's first request, without being able to impose any conditions.
- 13.4. To the extent legally permitted, Supplier waives any personal rights. To the extent a waiver is not legally possible, Supplier will only assert personal rights after prior consultation with EBN.
- 13.5. To the extent that EBN and Supplier, notwithstanding the foregoing, have expressly agreed in writing that EBN obtains a license to use the aforementioned works, this license shall be perpetual, exclusive, royalty-free and transferable, with EBN also having the right to grant sublicenses.
- 13.6. Supplier shall only use, reproduce or make available to third parties, itself or through third parties, the knowledge and materials used in connection with the creation of the works referred to in article 13.2 for or in connection with the Performance.

### **14. Export control and sanctions**

- 14.1. Supplier warrants that it and any third parties engaged by it will not act in violation of applicable national and international laws and regulations regarding (economic) sanctions and export controls in the performance of an Agreement.
- 14.2. Supplier will, upon first request, provide EBN with all relevant information regarding compliance with export laws and regulations, in particular the origin and classification of all goods and services supplied to EBN under export laws and regulations binding on EBN or applicable to such goods.
- 14.3. EBN will, upon first request of Supplier, declare the end use, end user and final destination of the goods or services to be supplied or supplied by Supplier under an Agreement.
- 14.4. Neither party is obligated to perform any acts in the performance of an Agreement that are not permitted under applicable national and international laws and regulations regarding (economic) sanctions and export controls.

### **15. Prices**

- 15.1. All agreed prices are fixed. Price changes (including, but not limited to, periodic indexations) must be agreed upon in advance in writing between EBN and Supplier.
- 15.2. All prices exclude any applicable VAT (Value Added Tax) and include all direct and indirect costs, other levies and taxes. Any exchange rate differences are excluded from settlement.



## **16. Invoices and payment**

- 16.1. An invoice from Supplier to EBN for a Performance:
- shall comply with the legal requirements applicable on the invoice date and any additional requirements as set out in the Agreement;
  - shall contain the EBN purchase order number, (if available) the EBN project number and the details of the contact person of EBN's procurement department;
  - (in the case of services) shall contain the date on which the work was performed, the number of hours worked, and the applicable rates;
  - (in the case of goods) shall contain a specification of the goods delivered, the date on which the goods were actually delivered and the applicable rates.
- 16.2. An invoice shall be made out to the EBN company with which the Agreement was concluded and addressed as follows:
- Attention: Accounts Payable  
Daalsesingel 1  
NL – 3511 SV Utrecht
- 16.3. An invoice and any attachments shall be submitted by email to the following address: [invoices@ebn.nl](mailto:invoices@ebn.nl)
- 16.4. An invoice that complies with the provisions of articles 16.1 through 16.3 will be paid by EBN within 30 days of EBN's receipt of the invoice, unless EBN has filed a complaint with Supplier regarding the Performance or EBN disputes the invoice in whole or in part. Payment of an invoice in whole or in part does not affect EBN's right to file a complaint with Supplier regarding the Performance. Payment by EBN will be made to Supplier's bank account as specified in the Agreement or in the invoice. Payment will be made in euros, unless otherwise agreed.
- 16.5. If an invoice does not comply with the provisions of articles 16.1 through 16.3, this may result in a delay in payment of the invoice. This delay does not entitle Supplier to terminate or suspend the Agreement, suspend its performance or claim (additional) damages.
- 16.6. Supplier will invoice EBN (partly) in accordance with the provisions of the Agreement or, failing that, as soon as possible after completion of the Performance. If the invoice for the Performance is not received by EBN within 12 months after completion of the Performance, the right to payment for it will expire.

## **17. Termination of an agreement**

- 17.1. Each party has the right to terminate an Agreement, in whole or in part, without judicial intervention and without (further) notice of default, with immediate effect:
- a. if the other party fails to fulfill one or more material obligations arising from the Agreement towards the terminating party, fails to fulfill them on time, or fails to fulfill them completely, and this failure is not remedied within a reasonable period after written notice of default. If the other party's ability to fulfill these obligations has become permanently impossible, an Agreement may be terminated without setting a reasonable period;

- b. if a resolution to dissolve, liquidate, or terminate the legal entity or its associated enterprise has been adopted by or with respect to the other party; or
- c. if bankruptcy has been filed or declared in respect of the other party, or a suspension of payments, provisional or otherwise, has been requested or granted, or, in the case of natural persons, the application of the debt restructuring scheme referred to in Title III of the Bankruptcy Act (in Dutch: Faillissementswet) has been requested or declared.

17.2. EBN has the right to terminate any Agreement, in whole or in part, at any time without prior notice of default and with immediate effect:

- a. if the direct or indirect control over Supplier changes;
- b. if Supplier merges, demerges, or otherwise transfers or discontinues (part of) its business;
- c. if Supplier is unable to fulfil its obligations for more than one month and this failure cannot be attributed to Supplier pursuant to section 6:75 of the Dutch Civil Code (in Dutch: Burgerlijk Wetboek);
- d. if Supplier fails to fulfil one or more obligations under articles 10 or 14; or
- e. upon observance of a notice period of at least two (2) months. In that case, Supplier is only entitled to (i) payment of the agreed price for the Performance insofar performed or delivered in accordance with the Agreement up to the date of termination of the Agreement and (ii) reimbursement of the costs reasonably incurred by Supplier prior to the date of termination that cannot reasonably be undone. Supplier must provide written substantiation for these costs and, at the request of the EBN, will allow an accountant designated by the EBN to inspect its records regarding these costs.

17.3. In the event of termination of an Agreement pursuant to articles 17.1 or 17.2 (a), (b), (c), or (d), Supplier is only entitled to payment of the agreed price for the Performance insofar provided in accordance with the Agreement up to the date of termination. In the event of termination of an Agreement pursuant to article 17.2 (e), Supplier is only entitled to the payment and compensation as set out in article 17.2 (e). Supplier is not entitled to any other or additional compensation, regardless of their legal basis.

17.4. Provisions that, by their nature, are intended to survive the expiration or termination (regardless of the legal basis for termination) of an Agreement shall remain in effect afterward. These provisions include in any case article 2, the warranty provisions in articles 4, 5, 6 and 7, article 11, article 12, article 13, this article 17, article 18 and article 20.

## **18. Liability and insurance**

- 18.1. A party that is attributable in breach of an obligation under an Agreement is obligated to compensate the other party for any damages suffered as a result.
- 18.2. Neither party shall be liable to the other party for any indirect or consequential damages resulting from an attributable breach of an Agreement, including but not limited to loss of turnover, loss of profit, loss of production and/or loss of customers.
- 18.3. The damages to be compensated by Supplier to EBN pursuant to article 18.1 are limited to an amount of three times the contract value of the agreement in the performance of which the event giving rise to the damage occurred.

- 18.4. Compensation for any damages caused by EBN, regardless of the legal basis, is limited to three times the actual compensation paid by EBN to Supplier under the Agreement in the twelve (12) months preceding the circumstance giving rise to the damages.
- 18.5. The limitation of liability under articles 18.3 and 18.4 does not apply to:
- a. damage resulting from death or personal injury;
  - b. damage attributable to intent or deliberate recklessness on the part of Supplier or EBN, or of managerial subordinates or management of Supplier or EBN; or
  - c. damage resulting from a breach of a confidentiality obligation as referred to in article 11 or an infringement of intellectual or industrial property rights as referred to in article 13.
- 18.6. Supplier shall adequately insure itself and maintain its insurance for the duration of the Agreement against the risk of its potential liabilities under that Agreement. At the request of EBN, Supplier shall provide EBN with access to the original insurance policy or, through its insurer or insurance intermediary, provide EBN with another form of written proof of insurance.
- 18.7. If EBN is at any time held liable by a competent (government) authority on the basis of chain liability (in Dutch: ketenaansprakelijkheid) and/or hirer liability (in Dutch: inlenersaansprakelijkheid) for payment of taxes, premiums and/or levies relating to one or more Performances, then payment by or on behalf of EBN to an authority and/or payment into a g-account will between EBN and Supplier be considered as a discharge of liability under the Agreement up to the amount EBN has paid in that regard. Supplier shall indemnify EBN and hold EBN harmless from all costs that EBN is forced to incur in connection therewith.

## 19. Transfer of rights and obligations

- 19.1. Supplier shall not transfer or encumber its rights and obligations under an Agreement without the prior written consent of EBN. Any transfer or encumbrance made in violation of the provisions of the preceding sentence shall have no property law effect.
- 19.2. EBN shall have the right to transfer an Agreement, in whole or in part, to a company that is part of a group as referred to in section 2:24b of the Dutch Civil Code (in Dutch: Burgerlijk Wetboek) to which EBN also belongs. In that case, EBN shall notify Supplier of the transfer in writing in advance.

## 20. Applicable law and disputes

- 20.1. An Agreement and any agreements arising therefrom shall be governed by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (the Vienna Sales Convention).
- 20.2. Disputes arising from or related to this Agreement or any agreements arising therefrom may be submitted by either party, in the first instance, exclusively to the District Court of Midden-Nederland (Utrecht location), without prejudice to the right of EBN to submit a dispute to a competent court in Supplier's place of residence or business.