

1. **General**
- 1.1 These Conditions apply when referred to in the respective offers and agreements for the deliveries of goods and/or services (hereafter also jointly to be called, the "Products") by a Radio Holland Group Company (hereafter to be called, the "Supplier") unless expressly agreed otherwise in writing.
- 1.2 The applicability of (purchase) terms or conditions of the Client is expressly excluded by Supplier, also if these had been accepted in a previous instance at the time of the performance of individual services or the making of individual deliveries. Should any general terms and conditions of the Client apply nonetheless, these Conditions will prevail where they are additional to, different from or inconsistent with those of the Client.
- 1.3 These Conditions and Agreement may only be amended and supplemented if such amendment or supplement is agreed between Supplier and Client in writing.
- 1.4 The Agreement shall replace all previous arrangements made orally and in writing with respect to the subject matter of the Agreement.
2. **Definitions**
- a. Supplier: one or more of all companies of Radio Holland Group B.V.
- b. Client: the contractual other party of the Supplier.
- c. Agreement: the written agreement, with appendices, concluded between the Supplier and the Client, or the confirmation of order issued by the Supplier in the framework of the agreement, this including these Conditions which shall be deemed to form an integral part of this agreement.
- d. Services: each provision of services, such as contracted work, construction or installation work, technical support and inspection, advisory, overhaul or maintenance work that the Supplier is to provide, only if such is agreed in writing within the framework of an agreement for the Delivery of Goods and irrespective of the appellation given to such services.
- e. Goods: all goods which the Supplier has undertaken to supply, which also include software and/or hardware, spare parts, certificates and/or documentation which are necessary for a proper performance of the Agreement.
- f. Acceptance Protocol: the document which, in so far as the making thereof is agreed between parties in writing, is prepared and signed by both parties and which shall serve as evidence that the Services provided have been found to be in accordance with an Agreement.
- g. Delivery: the delivery of Products, in accordance with that which Parties have determined in the Agreement.
- h. Performance: the providing of Services and/or the Delivery by the Supplier:
- i. Contract Price: the price which is due to the Supplier in connection with the Delivery of Goods and the providing of Services under the Agreement.
- j. Personnel: all personnel who are employed and/or hired directly or indirectly by the Supplier for the Performance of the Agreement, including representatives of the Supplier.
- k. Products: Goods and/or Services.
3. **Offers**
- 3.1 An offer or (price) quotation shall be without engagement and is not binding on the Supplier and may only be construed as invitation to place an order under specific conditions further to be agreed, which are laid down in a Confirmation of Order on the part of the Supplier.
- 3.2 An offer shall be based on Delivery/Performance under normal circumstances during normal daily working hours. Normal circumstances and/or working days and hours shall mean circumstances and working days and hours that are deemed normal for the branch.
- 3.3 Data specified in software, catalogues, (technical) drawings, representations and advice as well as dimensions, figures, weights and/or other indications of Products in information furnished by the Supplier may not be considered binding, unless the binding effect thereof is expressly stated between parties in writing by means of insertion of the word "exact".
- 3.4 The offer and (price) quotation may be changed or withdrawn unilaterally by the Supplier if the results of an investigation into the creditworthiness of the Client should give reason thereto without prejudice to the right of Supplier to desire immediate payment and/or an advance after the order has been accepted if, in the opinion of the Supplier, changes have arisen in the creditworthiness of the Client after authorization of the order.
4. **Conclusion of an Agreement**
- 4.1 An Agreement shall only have been concluded if and in so far as the Supplier has accepted the order in writing or the Supplier has made a start to the actual performance of an order authorized by the Client in writing on the basis of a written offer of the Supplier.
5. **Obligation of Client to cooperate**
- 5.1 Place of performance of the Agreement; warehouse.
- 5.1.1 If the Performance of the obligations arising from the Agreement is required to take place in whole or in part at a place specified by or on behalf of the Client, which is located outside the business premises or the factory premises of the Supplier, the Client shall guarantee that the Supplier may commence the Performance of the Agreement at that place on the agreed date or immediately after the arrival of the Goods and/or Personnel and furthermore that it can continue without interruption or hindrance. The Client shall have taken all measures, irrespective of whether these have been expressly agreed, before the arrival of the Goods and Personnel, such that the work can commence on the agreed date and can subsequently be performed without interruption or hindrance.
- 5.1.2 If the Performance of the obligations arising from the Agreement is required to take place in whole or in part at a place specified by or on behalf of the Client, which is located outside the business premises or the factory premises of the Supplier, the Client shall be required to take all measures prescribed by law and/or otherwise to be reasonably taken for the prevention of accidents at that place. The Client shall inform the Supplier in writing at least seven (7) days prior to the scheduled start of the Performance of the safety measures that have been taken and shall furthermore see to it that its personnel who are charged with safety issues are present at all times during the Performance at that place.
If the Client does not provide a specification of the safety measures taken, the Supplier shall assume that the Client has taken all the measures prescribed by law and/or otherwise to be reasonably taken. The Supplier is entitled to refuse or suspend Performance if and for as long as, in the opinion of the Supplier, the safety of its Personnel is insufficiently safeguarded.
- 5.1.3 In supplement to article 5.1.2. of these Conditions, the Client shall, free of charge, grant and make available all support that the Supplier shall reasonably deem necessary, such as, but not limited to, the making available of skilled and unskilled personnel, the making available of the necessary installations, machinery, plant and equipment and other tools, such as tools for the support personnel, and hoisting installations of sufficient capacity. Furthermore, the Client shall see to the supply of heating or air conditioning, lighting, water and electricity in sufficient capacity and quantity, including the necessary power points and connections, together with other requirements for the unimpeded execution of the works, all the above in so far as such does not have to be expressly provided by the Supplier under the Agreement. By making materials available, the Client warrants that the materials satisfy all legislative safety requirements and measures and that the materials made available are of such quality that the works can be executed without hindrance and in safety.
- 5.1.4 The Client shall be responsible for the storage of all the delivered Goods, spare parts and other materials in a dry, enclosed and locked space either on site or in the immediate vicinity of the premises where the Goods have been delivered and/or the Services are to be performed, all this in conformity with the standard practice and/or instructions of the Supplier. Prior to the commencement of the work, the Client shall check the Goods in order to ascertain that the Goods are complete and undamaged. Goods that go missing or are damaged while being stored shall be replaced or repaired for the account of the Client.
- 5.2 **Documentation and information**
- 5.2.1 The Client warrants that all documents, permits and licenses that are required in connection with the import and export of the Goods, the performance of the Services and/or the stay of the Personnel in the country of and/or the place designated by the Client where the work is required to be performed shall be available at the time of arrival of the Goods and/or the Personnel.
- 5.2.2 The Client shall furnish all information to the Supplier timely and free of charge that is reasonably necessary in connection with the Agreement such as, among others but not limited to, relevant technical data, logbooks, inspection reports, import and export licenses and similar information.
- 5.3 The Client and their respective Affiliates shall not, without the prior written consent of Supplier, during the effective period of the Agreement and for a period of one (1) year from the date or termination of the Agreement directly or indirectly solicit or enter into an agreement regarding the employment of Supplier's employees.
6. **Provisions pertaining to the Performance of the Agreement**
- 6.1 **Place of the Delivery and Performance.**
- 6.1.1 Delivery of Goods shall take place Ex Works/Warehouse of Supplier in conformity with the 2010 Incoterms exclusive of packaging, unless explicitly agreed otherwise. The place where the obligations arising from the Agreement must be performed shall be specified in the Agreement. In the event the Agreement does not specify where the aforementioned obligations must be performed, that place shall be determined at the sole discretion of the Supplier, however, not before the Client has been consulted on this matter.
- 6.1.2 Exclusively in the case the Client furnishes written instruction to that effect, shall the Supplier be prepared, upon the instruction and for the account of the Client, to mediate in the transport of the Goods to be delivered, in which case, the Supplier shall be free in the choice of carrier or means of transport. The aforementioned shall be without prejudice to the agreed delivery taking place Ex Works/Warehouse in conformity with the 2010 Incoterms and shall apply irrespective of any declaration to the contrary on the waybill. That determined in this article 6.1.1, shall likewise apply in the event the carrier states in a declaration on the waybill that damages arising during the transport will be for the account of the consignor.
- 6.2 **Date of Delivery and Performance.**
- 6.2.1 Delivery dates and/or terms specified shall at all times be construed as approximates.
- 6.2.2 The Supplier shall be entitled to execute part deliveries and to invoice part deliveries.
- 6.2.3 The date or the period in which or during which the obligations which arise from the Agreement are to be performed shall be determined in the Agreement. In the event the date or the period of Performance deviates from that determined in this respect in the Agreement, such deviation shall only apply if the Supplier has agreed to such in writing. If it is agreed that the Performance is to take place in the course of a certain period specifically determined beforehand, that period shall only commence after all the obligations arising from the Agreement and imposed on the Client have been fulfilled, all outstanding invoices of which the term of payment has lapsed have been paid by the Client, the security desired by the Supplier has been furnished by the Client and all special conditions of the Supplier have been duly observed.
If, with respect to the Performance, the Agreement does not contain a time limit, the time limit shall be determined by the Supplier at his discretion, however, not before the Client has been consulted on this matter. In so far as the Agreement relates to the providing of services, the date of Performance laid down in the Agreement shall exclusively be construed as an estimate. The Supplier shall, nevertheless, be bound to a best-efforts obligation to complete the Performance (at the latest) at the contractually agreed date.
- 6.2.4 Exceeding of delivery dates and/or terms shall never entitle the Client to a claim for damages against Supplier, nor shall it entitle the Client to dissolution or to non-fulfillment of any of the obligations undertaken vis-à-vis the Supplier.
- 6.3 **Special provisions for Delivery of Goods.**
- 6.3.1 The Client shall not be entitled to reject Delivery or refuse acceptance of the Goods on the mere ground of minor defects arising that do not impede the normal use of the Goods in conformity with the Agreement, provided the Supplier undertakes to remedy such defects after Delivery of the Goods within a reasonable term.
- 6.3.2 In the event the dispatch or the handing over of the Goods to or at the place designated by the Client is delayed for reasons outside the control of the Supplier, the Supplier shall be entitled to store or have stored the Goods in the name of and for the account and risk of the Client, in a warehouse of the Supplier's choice. By effecting storage, the Delivery shall be deemed completed and the risk for the Goods shall be deemed to have been transferred to the Client.
- 6.3.3 All amendments to legislation or regulations of Governments or Classification Societies that enter into effect after the moment at which the Supplier and the Client have entered into the Agreement shall, if such amendment should lead to amendment of the Agreement, be for the account and risk of the Client.
- 6.3.4 In the event the Products which are to be delivered by the Supplier are not or not timely accepted by the Client for whatever reason, the Client shall be in default without notice of default being required. The Supplier shall then be entitled to have the Goods stored for the account and risk of the Client or to sell these to third parties. The then agreed delivery date shall be the date on which the Products are delivered to the Client.
- 6.4 **Special provisions for providing of Services.**
- 6.4.1 Fulfilment of the Agreement for the providing of Services shall be deemed to have been effected when:
- the Supplier has notified the Client that the agreed Services have been provided and/or the Acceptance Protocol has been signed; or
- eight days have elapsed after the date of the above mentioned notification and throughout that period the Client has failed to inspect the Services provided for approval and/or has failed to inform the Supplier of its approval or rejection of the Services provided; or
- the Client commences, without prior approval of the Supplier and during or after the period in which the Services are being or have been provided, the putting into commission or use of the goods for which or to which the Services have been provided.
- 6.4.2 Unless expressly agreed otherwise in the Agreement, the services shall be provided on working days which are in accordance with standard industrial practice of that industrial sector in the Netherlands. A working day shall be deemed to be a man-day.
Hours worked outside normal working hours, on Sundays or official public holidays, as well as hours during which the personnel of the Supplier are available to perform the work, but during which such is not permitted or is prevented by or on behalf of the Client, shall be charged separately on the basis of the hourly amount prevailing on that date. The personnel of the Supplier shall, where possible, duly observe the working conditions on the premises of the Client, and shall take into account the climatic conditions of the country where the works are to be performed.
- 6.4.3 Throughout the Performance, the Supplier is entitled to replace the Personnel by other qualified personnel.
- 6.5 **Provisions/facilities to be executed / installed / made available by Client.**
- 6.5.1 In the event Goods have to be installed by the Supplier, the Client shall execute, install or make available the provisions/facilities to be indicated by the Supplier, or cause such to be done for the risk and account of the Client.
- 6.5.2 If the Client has fulfilled that set out in article 6.5.1, the Supplier shall, upon receipt of a request to that effect made within a reasonable term by the Client, make skilled technicians available to the Client for the purpose of supervising the assembly or otherwise for the benefit of the assembly and the putting into commission of the delivered Products.
7. **Industrial and intellectual property**
- 7.1 All intellectual property rights including, but not limited to, all drawings, designs, (technical) documentation, building specifications, computer programs as well as the bearers of these rights (hereafter jointly to be called: "IP rights"), which come to the knowledge of the Client by any means whatsoever, shall at all times remain the property of the Supplier and shall be returned to the Supplier upon first request or immediately after performance of the Agreement by the Supplier.
- 7.2 The Client shall notify the Supplier immediately of any claim of a third party in the matter of infringement of intellectual property rights with respect to the Products supplied. In the case of such a claim, only the Supplier shall be authorized to set up a defense or to take legal action against that third party, also on behalf of the Client.
- 7.3 In the case the Supplier has supplied a Product in line with design, drawings or instructions provided by or on behalf of the Client, the Client shall warrant that these do not cause infringement of any intellectual property rights of third parties. The Client shall indemnify and hold harmless the Supplier from and against claims of third parties in this respect.
8. **Payment**
- 8.1 Payment of invoices shall be effected within 30 days after the date of invoice, unless other payment conditions have been agreed. Remarks or objections concerning invoices shall be sent within 8 days of the invoice date, otherwise the claim arising out of these invoices shall be deemed undisputed.
- 8.2 Payment shall be deemed to be effected at the moment on which the full amount due has been credited to the bank account to be indicated by the Supplier and shall be made without deduction or set-off.
- 8.3 If payment of the invoice is not effected in full or in part within the period specified in paragraph 1, the Client shall owe the Supplier by way of indemnification:

- (i) 1,5 % interest per month or part thereof over the outstanding amount to be calculated as of the day following the day agreed to be the final date of payment up to and including the day on which the Supplier has received the amount of the invoice in full;
- (ii) 1 % liquidated damages to be calculated similarly to paragraph 8.3 (i);
- (iii) judicial costs and extra-judicial collection costs, this including the costs of external experts, to be incurred by the Supplier. Unless the actual costs are higher, the extrajudicial costs shall amount to 15% of the principal sum to be claimed with a minimum of EUR 230.00.
- 8.4 In the event the Client does not or does not timely take delivery of the Products to be delivered by the Supplier for whatsoever reason, the Client shall be obliged to pay the Products within the agreed period of time.
- 8.5 If the creditworthiness of the Client gives cause thereto, the Supplier may desire further security, on default of which the Supplier may suspend Performance of the Agreement until such moment at which the desired security has been received.
- 8.6 In the event the Client refuses to pay an invoice within two months after the period specified in paragraph 1, Supplier has the right at any time after prior written notice of default with a final grace period to suspend the performance of the Agreement or to terminate the Agreement. Supplier shall then have the right to claim any costs and damages, outstanding invoices and claims and damages of third parties including sub suppliers.
9. **Retention of title / Right of pledge**
- 9.1 All Products that have been or are to be delivered by the Supplier shall remain in the ownership of the Supplier until the amounts owed by the Client to the Supplier have been paid and, as of the moment that the Client has become owner, shall serve as security for all the obligations of the Client vis-à-vis the Supplier. Until such moment at which the ownership is transferred to the Client with due observance of the preceding paragraph, the Client is not entitled to perform any action which would hinder or render impossible the unimpeded exercising of the title of ownership of the Supplier.
- 9.2 All Products of the Client which the Supplier has in its custody or which third parties have under their custody and of which or in connection with which the work is performed by the Supplier, shall serve as a pledge to the Supplier for all that which the Supplier has to claim from the Client in connection with the underlying Agreement. In the event of a dispute arising from or bearing relation to the performance of any Agreement, the Client shall not be entitled to cease or suspend its payment obligations vis-à-vis the Supplier. The Client shall not, furthermore, be entitled to set off any counterclaims against any payments due from the Supplier.
10. **Transfer of risk**
- 10.1 If deviating arrangements have not been made in this respect, the risk of destruction or deterioration of the self-contained parts or the end result of the Goods delivered by the Supplier and/or the Services provided shall transfer to the Client at the moment at which the Supplier has handed over the Goods to the Client irrespective of whether or not the ownership is transferred to the Client at that moment.
11. **Defects, Shortcomings and Warranties**
- 11.1 Warranties at Delivery.
- 11.1.1 Shortcomings in the quality of the delivered Products shall, in so far as this concerns shortcomings which can be established immediately at Delivery by means of inspection, shall be notified in writing to the Supplier, within 8 days after Delivery thereof, in default of which the delivered Products shall be deemed to be accepted by Client.
- 11.1.2 Shortcomings in the volume or quantity of the delivered Products shall be notified to the Supplier in writing within 48 hours after Delivery, in default of which the agreed volume or quantity of the Products shall be deemed to have been delivered and accepted whereby the figures stated by the Supplier on the delivery receipt, waybill or such like document furnished for or with the Products shall be binding.
- 11.1.3 In the event of a claim on account of (hidden) defects, the Client shall for its own risk and account immediately return the Goods to the Supplier, or shall request the Supplier to repair the defects at a place to be determined by the Client, in which latter case, all travel and accommodation costs as well as the time that the Personnel requires to travel to and from the place of establishment of the Supplier to the place indicated by the Client shall be for the account of the Client.
- 11.1.4 With due observance of that determined in article 12.3, the liability of the Supplier in the case of a defect shall never give rise to any other obligation on the part of the Supplier than refunding of the price, the purchase price, repair, delivery or redelivery of a sound and reliable sound product, such as at the discretion of the Supplier.
- 11.2 Warranty.
- 11.2.1 The Client is aware and accepts that the Supplier also supplies Products that may not have been manufactured or developed by the Supplier but by a second-line supplier. The Supplier warrants reliability of the delivered Products for a period of 12 months after delivery. If the duration of the manufacturer's warranty is shorter than 12 months after delivery, the warranty period determined by the manufacturer shall apply unless agreed otherwise in writing. The period of warranty shall commence on the date of the Delivery.
- Unless agreed otherwise in writing between Parties, in providing any warranty the Supplier shall only replace the defective parts of an item of Goods and shall not pay the labor costs entailed with any replacement of defective parts, which costs shall be for the account of the Client at all times.
- 11.2.2 In deviation from the warranty period specified in the first sentence of article 11.2.1, the applicable warranty period with respect to thermionic parts (such as magnetron, thyratron and electronic tubes etc.) shall be 3 months after the date of the initial installation or 6 months after the date of the Delivery if the latter date falls earlier than the former.
- 11.2.3 By virtue of the warranty, the Supplier shall only be liable for defects of which the Supplier is notified within the warranty term and of which the Client disputes that they have arisen within the warranty term as a direct consequence of the defective manufacture and/or use of defective materials. The obligations of the Supplier by virtue of the warranty shall extend no further than refunding of the price, the purchase price, repair, delivery or redelivery of a sound, reliable product, such as at the free discretion of the Supplier.
- 11.2.4 Costs, which also include transport costs of Goods or components thereof as well as travel and accommodation costs of Personnel, and costs related to travel time and/or labor time from the place of establishment of the Client to the location where the warranty obligations are to be fulfilled and back, entailed in repair or replacement at a place other than that of the establishment of the Supplier, shall at all times be for the account of the Client.
- 11.2.5 The Client shall require the express prior written approval of the Supplier to perform repair, replacement and/or maintenance work by itself and/or third parties, on pain of forfeiture of the warranty.
- 11.2.6 The warranty obligations of the Supplier shall not apply to defects resulting from normal wear and tear, inexpert handling or improper or incorrect maintenance or repair/replacements and/or maintenance by the Client or third parties.
- 11.2.7 All warranty obligations shall lapse in the event the Products delivered by the Supplier are connected with the aid of apparatus or software which has not been approved of by the Supplier or if the Client fails in the fulfillment of any obligation vis-à-vis the Supplier.
- 11.2.8 The Supplier shall grant a warranty on repair or service works it has executed or provided and the components used thereby only until the moment that warranty is valid for the initially delivered Goods.
12. **Liability**
- 12.1 Liability of the Supplier shall be limited to the fulfillment of that which the Supplier has undertaken pursuant to the warranty.
- 12.2 The Supplier shall never be liable for damages save if and in so far as the damages suffered are caused by gross negligence or intent of the Supplier. Each further liability, be it for direct or indirect damages, costs and interest shall be expressly excluded.
- 12.3 In all cases in which despite that stated above the Supplier should be obliged to payment of damages, these shall never exceed 10% of the price of the delivered Products through which or in connection with which the damages have been caused and shall, in all events, never be in excess of EUR 45,000.00. The limitation applies to both contractual and non-contractual (statutory) liability.
- 12.4 Each claim vis-à-vis the Supplier, save those expressly acknowledged by the Supplier, shall lapse by the mere expiry of 12 months after the claim has arisen.
- 12.5 Conditions limiting, excluding or establishing liability, which can be invoked vis-à-vis the Supplier in connection with the Products delivered by second-line suppliers or auxiliaries of the Supplier may also be
- invoked by the Supplier vis-à-vis the Client. The Client shall indemnify the Supplier in this respect against claims of third parties.
13. **Cancellation clause**
- 13.1 Cancellation of an Agreement shall exclusively be permitted with the prior written consent of the Supplier.
- 13.2 The consent of the Supplier referred to in the preceding paragraph 13.1 shall only be deemed to have been granted under the condition precedent that (i) the Client has paid the Agreed Price to the Supplier for Goods that have been delivered and Services that have been provided; and (ii) the Client pays compensation to the Supplier in the form of a fixed sum equal to 25% of the Agreed Price for the cancelled part of the Agreement (hereafter jointly to be called the "Buy-out sum") without prejudice to the right of the Supplier to a higher amount with respect to costs made for the performance of the Agreement, or with respect to loss of profit, if the Supplier demonstrates that the actual costs exceed 25%.
- 13.3 If the Client does not pay the Buy-out sum to the Supplier within fifteen (15) working days after the date of invoice, the Client shall be deemed to be in default by operation of law and without notice of default being required. In such case, the consent of the Supplier shall be deemed not to have been granted and the Client may derive no rights from the cancellation, whereby the Client shall be obliged to performance of the Agreement.
- 13.4 In the event of cancellation, the Client shall indemnify the Supplier against claims of third parties as a consequence of cancellation of the Agreement, and shall compensate the costs, damages and interest such should entail.
14. **Force majeure**
- 14.1 If the Supplier cannot or does not fulfill its obligations vis-à-vis the Client on account of a non-attributable shortcoming (force majeure), the Supplier shall not be liable and fulfillment of the obligations shall be suspended for the duration of the force majeure situation.
- 14.2 In the event of temporary force majeure, the Supplier shall be entitled, at its own discretion, to change the term of delivery or to cancel the agreement without any damages being due in that respect.
- 14.3 In the event the force majeure situation lasts longer than 6 months, both parties are entitled to dissolve the Agreement, in whole or in part, in writing in so far as the force majeure situation justifies such and without the Client being entitled to compensation of any damages.
- 14.4 Force majeure shall be understood to mean each circumstance outside the control of the Supplier through which it is prevented from fulfilling its obligations vis-à-vis the Client in whole or in part or through which it cannot be reasonably desired of the Supplier to fulfill its obligations, irrespective of whether such circumstance was foreseeable at the time of concluding of the Agreement. Such circumstances shall include: a strike; government intervention; delay in supply; export embargoes; riot; war; mobilization; inability to transport; import restrictions; default on the part of suppliers; sickness of personnel; defects in tools or transport equipment; defects or shortcomings in (compatibility of) software and events which cannot reasonably be insured by the Supplier.
15. **Suspension and interim termination**
- 15.1 In the event of (temporary) suspension of payments, bankruptcy, closing down or dissolution of the business of the Client, all agreements with the Client shall be dissolved by law, unless the Supplier notifies within a reasonable period to desire fulfillment of (a part of) the relevant agreement(s). In this latter case, the Supplier shall be entitled, without notice of default being required, to suspend performance of the Agreement until such time as fulfillment by the Client has been sufficiently secured.
- 15.2 Products that have already been delivered but not paid, can then be reclaimed, all this without prejudice to the right of the Supplier to compensation of damages, costs and interest.
16. **Confidentiality**
- 16.1 The Client shall keep confidential all information of a confidential nature that might be received within the framework of the Agreement. The Client may only use such confidential information if and in so far as the Performance of the Agreement so demands. Information furnished by the Supplier shall be returned by the Client upon first request of the Supplier.
17. **Export Compliance**
- 17.1 Suppliers obligation to deliver Products of any kind is conditional upon full compliance with all relevant national or international export controls related laws and regulations during the entire timeframe of the tender process and the execution of the contract, including but not limited to those of the United Nations, European Union and United States of America, and local laws and regulations, relevant for the import, export or re-export of the Products. If Supplier, in its sole discretion, should determine that the delivery of the Products in any manner would not be in full compliance with any such laws and regulations, then Supplier shall have the right to declare that any such delivery obligation is null and void without liability whatsoever, and the Agreement shall automatically terminate. Supplier shall have the right to be compensated for any costs occurred as a consequence of non-compliance with export related laws and regulations by the Client. Supplier shall in such event not be responsible for price, delivery or schedule consequences resulting from the aforementioned non-compliance.
- 17.2 From time to time, the United Nations, the European Union (and its' Member States individually) and the United States may impose trade sanctions or embargoes involving trade, or specific aspects of trade, with a particular nation. The scope of all applicable export laws, rules and regulations identified in clause 17.1 includes trade sanctions and embargoes as one of the applicable export laws, rules and regulations.
- 17.3 If an export license is required for the performance of any obligation of Supplier, and such export license is not granted or having been granted is revoked, Supplier shall have no further obligations under the Agreement and the Agreement shall automatically terminate. In case of a cancellation due to this reason the Client shall have no right to repayment of costs already incurred by him or for any other compensation howsoever arising but Supplier shall be entitled to all payments for deliveries already performed under the Agreement.
18. **Anti-Bribery and Anti-Corruption**
- 18.1 Client shall comply with all applicable anti-bribery and anti-corruption laws including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Client will never give or receive anything of value for the purpose of encouraging improper performance or gaining any improper advantage or shall, directly or indirectly, offer, promise, give, attempt to give, approve or authorize the giving of, request or accept anything of value to/from anyone, including a public official, for any improper purpose or to influence any public official in the exercise of his or her functions; attempt to induce a business contact or a public official to do something improper; make facilitation or 'grease' payments; make improper payments through third parties; or do anything to induce or assist someone else to break these rules. In the event Client fails to comply with any provision of this article 18.1, Supplier may with notice to Client, terminate the Agreement with immediate effect, in which case Supplier shall be under no further obligation resulting from the Agreement and will not be liable to Client in any way; and Client shall indemnify and hold harmless Supplier from any damages, claims, penalties or other losses resulting from non-compliance. Supplier shall be entitled to any other remedies available at law or in equity.
19. **Applicable law and disputes**
- 19.1 All agreements to which these Conditions apply in whole or in part shall be governed at all times by the laws of the Netherlands.
- 19.2 The provisions of the Vienna Sales Convention are not applicable.
- 19.3 All disputes arising from offers made by the Supplier and/or Agreements concluded between the Supplier and the Client shall be referred exclusively to the District Court in Rotterdam.