



## GENERAL CONDITIONS

### 1. Definitions

In these general purchase conditions (the “Conditions”), the following capitalised terms, in both singular and plural, have the following meanings:

- **Offer:** the offer made by the Contractor at the request of BBH as defined in Article 3 of these Conditions.
- **BBH:** BBH B.V. as well as all legal entities and companies associated with it from time to time as referred to in Article 2:24b of the Dutch Civil Code.
- **Service(s):** the service(s) to be provided by the Contractor based on the Order.
- **IP Rights:** all intellectual property rights including, but not limited to (current and future) copyrights, neighbouring rights, database rights, (registered and unregistered) design rights, patent rights, trade names and trademark rights, and any applications for those rights.
- **Goods:** the good(s) to be supplied by the Contractor based on the Order.
- **Order:** the written agreement between BBH and the Contractor under which the Contractor undertakes towards BBH to provide the Service(s) and/or supply the Good(s) to which these Conditions apply.
- **Order Confirmation:** the document to be sent by BBH to the Contractor, which also includes an e-mail, as a result of which the Order becomes effective.
- **Contractor:** the natural person or legal entity with whom BBH concludes an agreement to supply Goods and/or provide Services.
- **Force Majeure:** a non-attributable failure of the Contractor.
- **Parties:** BBH and the Contractor together.
- **Fee:** the fee payable by BBH to the Contractor for the Service(s) to be provided and/or Goods to be supplied by the Contractor.
- **Confidential Data:** all information, data and data files of BBH and its (potential) customers received and/or created by the Contractor in the context of the Order regarding BBH’s business activities, processes, organisation, (strategic) objectives, working methods, advice, designs, techniques, instruments, (financial) forecasts, analyses, studies, products, (model) contracts, know-how, IP rights, computer software, system designs, employees, suppliers, customers and relations and other personal data and other intellectual products of BBH, regardless of the form or manner in which they have been made or stored. In addition, Confidential Data are data that have been designated as confidential by BBH.
- **Conditions:** these general purchase conditions of BBH.

### 2. Applicability

- 2.1 These Conditions apply to all Orders, form part of all (other) written agreements between BBH and the Contractor and apply to all related juridical and other acts of BBH and the Contractor.
- 2.2 By signing the Order and/or any (other) agreement with BBH, the Contractor declares that it has taken note of and agrees to the Conditions.
- 2.3 The applicability of any deviating conditions or stipulations of the Contractor is expressly rejected by BBH.
- 2.4 These Conditions also apply to amended, additional and follow-up orders given to the Contractor.

- 2.5 Deviations from these Conditions are only possible when explicitly included in a written agreement between BBH and the Contractor.
- 2.6 If and to the extent that there is any discrepancy between the Dutch text of the Conditions and any translation thereof, the Dutch text shall prevail at all times.

### **3. Offer**

- 3.1 "Offer" means an offer made in writing by the Contractor, whether or not at the request of BBH, with regard to the Order. The Offer should in any case state the following:
- a description of the Goods and/or Services offered by the Contractor;
  - the Fee for the Goods and/or Services offered;
  - the name and place of business/ place of residence of the Contractor.
- 3.2 Unless the Parties have agreed otherwise in writing, BBH shall not owe any costs to the Contractor in connection with the Offer made by the Contractor.
- 3.3 Unless the Parties have agreed otherwise in writing, the Offer shall be irrevocable for a period of two (2) weeks after the Offer has been received by BBH.

### **4. Formation of the Order**

- 4.1 BBH always concludes an Order in writing. The Order comes into effect once BBH sends the Order Confirmation.
- 4.2 If BBH sends the Order Confirmation after the term as described in Article 3.3 of these Conditions or the Order Confirmation differs from the Offer, the Order shall come into effect in accordance with the Order Confirmation, unless the Contractor objects to the Order Confirmation in writing, stating reasons, within five (5) working days after the date of the Order Confirmation.
- 4.3 If BBH gives an Order orally, no agreement is formed unless BBH later confirms it in writing.
- 4.4 An Order can be amended or supplemented by the Parties in writing only.

### **5. Power of attorney**

- 5.1 The Order may come with powers of attorney or mandates. If this occurs later than BBH's acceptance of the Order, these shall only apply after written confirmation thereof by BBH, unless otherwise agreed in writing in the Order Confirmation.

### **6. Execution of the Order**

- 6.1 The Contractor will execute the Order to the best of its knowledge and ability and as may be expected of a qualified professional Contractor, taking into account the reasonable expectations and interests of BBH.
- 6.2 Except with BBH's prior written consent, the Contractor shall not use the services of other (legal or auxiliary) persons when executing the Order. This prohibition covers self-employed workers, third-party employees and temporary agency workers.
- 6.3 If BBH has given prior written consent for the engagement of third parties, the Contractor will exercise due diligence when engaging such third parties. Regardless of the engagement of third parties, the Contractor remains fully liable to BBH for the execution of the Order.
- 6.4 The Contractor must declare all obligations arising for the Contractor from the Order, including these Conditions, applicable to all agreements the Contractor enters into with third parties in the context of the Order.
- 6.5 The deadlines agreed between the Parties for the execution of the Order shall be strict deadlines unless it has been agreed in writing that they are not. If the Contractor fails to execute the Order on time, it shall be in default by operation of law without any further demand or notice of default by BBH being required. In that case, BBH is entitled to suspend its obligations without prejudice to its rights under the law.

- 6.6 If the Contractor detects or expects errors in the (execution of the) Order, a failure to meet any deadline or any other shortcoming in the execution of the Order, it shall promptly notify BBH in writing. In doing so, the Contractor shall also inform BBH of the cause, consequences and any measures to limit the delay and any damage or loss. This does not affect the rights of claim and other rights to which BBH is entitled under these Conditions or the law on account of untimely or incorrect, improper or incomplete execution of the Order.
- 6.7 The Contractor must apply for the permits and/or exemptions required for the execution of the Order at its own risk and expense.
- 6.8 The Contractor will provide all materials, including equipment and tools, necessary for the execution of the Order. These materials must comply with the statutory safety and other regulations in force at the time of the execution of the Order.
- 6.9 All items and documents that BBH makes available to the Contractor in order to prepare for and execute the Order shall remain the property of BBH and may be used by the Contractor solely for the purpose of the execution of the Order.
- 6.10 The Contractor may only suspend the provision of the Service(s) and/or supply of the Goods if a court has ruled on the dispute and allows suspension. If a court determines that the Contractor should have been allowed to suspend, BBH will reimburse the reasonable costs incurred by the Contractor.
- 6.11 If BBH provides a workplace to the Contractor, the Contractor is obliged to keep this workplace clean and tidy. If the Contractor is required to enter any immovable property in order to execute the Order, it shall be obliged to leave this property clean and tidy. The Contractor will also take appropriate measures to prevent any damage to workplaces and immovable property it is required to enter in connection with the execution of the Order.
- 6.12 In respect of the Order, the Contractor is obliged to take appropriate measures to prevent damage to persons, property and the environment.

## **7. Warranty**

- 7.1 The Contractor warrants that the Goods supplied and/or Services provided:
- a) are in accordance with the Order and generally suitable for the use intended by BBH;
  - b) are free of defects;
  - c) are supplied and/or provided by competent and skilled personnel;
  - d) comply with all applicable statutory and other requirements, regulations and industry standards;
- 7.2 The Contractor warrants that, with regard to the Goods supplied and/or Services performed, no materials and working methods are used that are considered harmful under national or international legislation.
- 7.3 The Contractor warrants that the Goods supplied pursuant to the Order are free from encumbrances and attachments.
- 7.4 Unless otherwise agreed in writing by the Parties in the Order Confirmation, the warranty period is two (2) years. This period will commence after the Order has been executed.

## **8. Integrity**

- 8.1 The Contractor is at all times obliged to act in accordance with the integrity expected of it.
- 8.2 The Contractor is also obliged to act in accordance with the applicable national and international integrity laws and regulations.

## **9. Duration and termination**

- 9.1 An Order has a definite or indefinite period of validity. A delivery time for the Service(s) and/or Good(s) will be agreed in the Order.
- 9.2 An Order for a definite period will end by expiry of the period for which the Order was entered into, by completion of the Order or by notice of termination. An Order for a definite period may be terminated by BBH at all times. In such a case, the Contractor will only be entitled to payment for the work performed up to that point and any costs already incurred. Unless otherwise agreed in writing, notice of termination of an Order for a definite period must be given in writing with due observance of a notice period of one (1) month. The Contractor is not authorised to terminate an Order for a definite period.

- 9.3 An Order for an indefinite period ends by giving notice of termination. Each of the Parties is authorised to give notice of termination. Unless otherwise agreed in writing, notice of termination of an Order for an indefinite period must be given in writing with due observance of a notice period of one (1) month.
- 9.4 Without prejudice to the provisions of the preceding paragraphs of this article, BBH is entitled to terminate the Order with immediate effect without written notice of termination, notice of default, judicial intervention or any form of compensation - without prejudice to BBH's right to compensation and reimbursement of the Fee - in the event that:
- a. the Contractor fails to comply with the Order concluded with BBH, including these or amended Conditions, of fails to do so properly or in full;
  - b. there is a serious disruption of the relationship between the Parties;
  - c. the Contractor becomes involved or is at risk of becoming involved in any investigation by or on behalf of public authorities regarding its integrity or that of its employees; and/or
  - d. the Contractor is declared bankrupt, has applied for or obtained a suspension of payments or has otherwise lost the right to dispose of its property.
- 9.5 Each of the Parties will immediately hand over to the other Party all documents, goods and items in its possession that are the property of the other Party after the termination of the Order.

## **10. Approval of executed Order**

- 10.1 An Order executed by the Contractor will be deemed accepted by BBH if BBH has notified the Contractor in writing of its approval.
- 10.2 An approval as described above will not relieve the Contractor from any liability for any defect in the Services provided and/or Goods supplied of which BBH could reasonably have been aware at the time of acceptance.

## **11. Force Majeure**

- 11.1 In case of Force Majeure, the Contractor will inform BBH immediately in writing, stating reasons. The Contractor must do its utmost to resume the performance of its obligations arising from the Order as soon as possible.
- 11.2 Force Majeure will not include, inter alia, undercapacity or illness in the Contractor's company, strikes, blockades or instances of work-to-rule, transport impediments, delayed delivery, shortage or unsuitability of materials, theft, flooding, government actions, liquidity or solvency problems in the Contractor's company and/or breakdowns in networks used by the Contractor.
- 11.3 If the Force Majeure continues for at least thirty (30) days, BBH is entitled to terminate the Order, without being liable to reverse the performance or pay any damage or compensation.

## **12. Inspections**

- 12.1 BBH is entitled to have all or part of the Services provided and/or Goods supplied tested by an independent party against the specifications made between the Parties and any legally applicable specifications. In the event that such a test shows that all or part of the Services provided or Goods supplied by the Contractor do not meet the specifications made between the Parties and any legally applicable specifications, the costs arising from performing the test will be borne by the Contractor.
- 12.2 The Contractor is obliged to cooperate with the tests described above. At BBH's request, the Contractor will provide test and measurement equipment and support staff free of charge.

## **13. Penalty for late execution of the Order**

- 13.1 If the Contractor fails to execute the Order on time, the Contractor will be liable to pay a penalty of 1% of the Fee owed for each day or part of a day that the Contractor fails to comply with the Order with a maximum of 50% of the total Fee, unless such failure cannot be attributed to the Contractor.
- 13.2 BBH expressly reserves the right, in addition to the penalty mentioned in Article 13.1, to also claim compensation for the damage or loss actually suffered by it and/or demand performance and/or full or partial dissolution.

#### **14. Fee**

- 14.1 The amount of the Fee, or the principles for calculating the Fee if the Fee depends on execution of the Order, is laid down in the Order. The Fee will remain unchanged during the term of the Order.
- 14.2 The Fee is in euros and exclusive of VAT, unless expressly stated otherwise in the Order. The Fee includes all additional costs related to the Order and the Contractor's obligations arising from the Order, such as, for example, taxes and travel and accommodation expenses of the Contractor, unless explicitly stated otherwise in the Order.
- 14.3 Any changes in wages, taxes and other cost-determining factors cannot lead to an upward adjustment of the Fee. If any changes in wages, taxes and other cost-determining factors have a cost-reducing effect, the Contractor is obliged to reduce the Fee.
- 14.4 If the nature and/or scope of the agreement concluded differs from the Order without any further agreements having been made in advance regarding the amount of the Fee, BBH will owe the Fee calculated in the usual manner, or, in the absence thereof, the amount of the Fee determined by BBH on the basis of generally acceptable standards.

#### **15. Invoicing and payment**

- 15.1 Unless the Parties have agreed otherwise in writing in the Order, all amounts stated in invoices must be in euros.
- 15.2 The Contractor will send the invoice after the Services and/or Goods have been delivered and the Services and/or Goods have been approved by BBH. Invoices should be sent to the billing address specified in the Order. All invoices should show the order number.
- 15.3 At BBH's first request, the Contractor will provide BBH with an itemisation and additional documents showing what the invoice is based on. For Services, this itemisation will include which persons were deployed for the execution of the Order, where, on which day(s) and for how many hours per day.
- 15.4 BBH will not pay for any work not set out in the Order or performed at a price other than that agreed in writing in the Order.
- 15.5 All amounts charged to BBH will be paid within thirty (30) working days of receipt of a correct invoice by BBH, it being understood that this period will not commence before BBH has approved the Goods supplied and/or Services provided.
- 15.6 If BBH has a claim against the Contractor, the amount thereof may be deducted from the amount owed by BBH to the Contractor.

#### **16. Taxes and social security contributions**

- 16.1 The Contractor is and remains at all times responsible for its obligations under tax and social security legislation.
- 16.2 At BBH's request, the Contractor is obliged to provide BBH with statements proving that the Contractor has paid turnover tax, wage tax, national insurance contributions and/or employee insurance contributions on time and in full in connection with the execution of the Order. These statements must be drawn up by the Tax and Customs Administration/UWV Employee Insurance Agency and certified as a true original copy.
- 16.3 If the Contractor fails to provide the above statement to BBH within one (1) month, BBH will be entitled to suspend all payments to the Contractor until the Contractor provides such statement.

#### **17. Intellectual property**

- 17.1 All IP Rights to information, materials and designs provided by BBH as part of the Order are and remain vested in BBH.
- 17.2 The Contractor is obliged to immediately inform BBH of IP Rights created in the context of the Order. The IP Rights created in the context of the Order are hereby transferred in advance by the Contractor to BBH, which transfer BBH hereby accepts.
- 17.3 Insofar as a transfer in advance is not possible, the Contractor will, at BBH's first request, still effect said transfer by means of the immediate signing of a deed of transfer as drawn up by BBH, and perform all other acts necessary for this purpose. The Contractor also grants BBH in advance an irrevocable and unconditional power of attorney to perform in its name all relevant acts or sign documents to effect the transfer of these IP Rights.
- 17.4 To the extent that transfer of the IP Rights created in the context of this Order is not possible, BBH will acquire from the Contractor an exclusive, transferable, worldwide, perpetual, irrevocable, unencumbered and royalty-free licence to use such IP Rights.

- 17.5 The Contractor acknowledges that the fee for the transfer and possible licensing of IP Rights is included in the Fee paid by BBH to the Contractor for the Goods supplied and/or Services provided by it in the context of the Order, and that the Contractor is not entitled to any additional compensation for this.
- 17.6 If the Contractor has any moral rights (such as identification rights or rights to oppose any changes) in respect of the results of the Goods supplied and/or Services provided in the context of its Order, the Contractor hereby waives these rights to the extent permitted by law.
- 17.7 The Contractor will not do or refrain from doing anything that may result in any loss or impairment of the IP Rights arising from this Order and/or other IP Rights of BBH.
- 17.8 The Contractor warrants that (i) it is the sole owner of the IP Rights to be transferred; (ii) it is authorised to effect the transfer; (iii) all IP Rights to be transferred to BBH are unencumbered and (iv) the Goods supplied and/or Services provided by it do not infringe the rights of third parties, including IP Rights, and that their use is not otherwise unlawful. The Contractor indemnifies BBH against all (impending) third-party claims regarding a (possible) infringement of IP Rights and/or other rights of that third party and will compensate for all damage or loss suffered by BBH and all costs incurred by BBH if the Goods supplied and/or Services provided by it do infringe any third-party right and/or are unlawful.
- 17.9 The Contractor will also impose its obligations under this article on any third parties engaged by it.

## **18. Confidentiality and handling of Confidential Data**

- 18.1 The Contractor warrants that it will keep all Confidential Data obtained during the execution of the Order confidential and will not reproduce, disclose or exploit such Confidential Data (with or without the help of third parties), unless the Contractor has obtained prior written approval from BBH. BBH is permitted to use Confidential Data only in the context of and to the extent appropriate for the purpose of the Order.
- 18.2 The Contractor will impose its obligations under this article on third parties engaged by it and will agree with its employees and third parties engaged by it on confidentiality of the same scope as the obligations set out in this article.
- 18.3 The obligation of confidentiality set out in this article does not apply to information that is or, over time, becomes generally known without this being due to a breach of this article and/or any other obligation of confidentiality arising from an agreement between the Parties.
- 18.4 The Contractor warrants that BBH's Confidential Data cannot be accessed by third parties or made available by the Contractor unless BBH gives its prior written consent.
- 18.5 At BBH's request, the Contractor will, within ten (10) calendar days, make available to BBH all Confidential Data obtained by the Contractor in the context of the Order in a manageable way (without retaining copies thereof itself) or destroy them.
- 18.6 If BBH has provided Confidential Data to the Contractor in electronic form, the Contractor will return such Confidential Data in the same manner (without retaining copies thereof).
- 18.7 If the Contractor obtains and retains Confidential Data from BBH, the Contractor will, in order to secure and preserve such data, periodically back up such data so that all data (including the most recent data) can be recovered. At BBH's request, the Contractor will make this backup available to BBH in an accessible and usable form within ten (10) calendar days of such request.
- 18.8 If Confidential Data are lost due to a system failure or user error, the Contractor will be able to recover such data from the last available backup. This will only be done upon request and following the approval of BBH.

## **19. Privacy and personal data**

- 19.1 The Contractor guarantees that in executing the Order it will act in accordance with all applicable laws and regulations on the protection of personal data, including the General Data Protection Regulation (Regulation (EU) 2015/679) and the General Data Protection Regulation (Implementation) Act.
- 19.2 At BBH's request, the Contractor will make clear to BBH how it implements this. The Contractor will indemnify BBH for any damage or loss suffered by BBH due to the Contractor's failure to comply with these laws or regulations.
- 19.3 The Contractor will not transfer personal data to a country outside the European Economic Area within the meaning of Chapter V of the General Data Protection Regulation without BBH's prior written consent.

- 19.4 In executing the Order, the Contractor will take appropriate technical and organisational measures to secure personal data against loss or against any form of unlawful processing. Giving due consideration to the state of the art and the costs of implementation, these measures provide an appropriate security level, given the risks involved in the processing and nature of the personal data to be protected. The Contractor will record the measures in writing.
- 19.5 The Contractor will indemnify BBH against any claim or legal action by third parties, including regulators and data subjects, on whatever grounds, in connection with the processing of the personal data in the context of the Order.
- 19.6 If the Contractor processes personal data for BBH in the context of the Order and, in the opinion of BBH, qualifies as a “processor” within the meaning of the General Data Protection Regulation, BBH and the Contractor will conclude a separate data processing agreement, the format of which will be provided by BBH.

## **20. Security and compliance**

- 20.1 The Contractor will ensure the security of the Service(s), Goods and the Confidential Data and will ensure appropriate technical and organisational measures.
- 20.2 The Contractor will ensure that internal procedures and security policies are implemented and kept up to date and designed to comply with the Order.
- 20.3 If a compliance incident occurs, the Contractor will immediately and in any case within twelve (12) hours of its discovery report this to BBH.
- 20.4 Depending on the nature and severity, BBH will have to report certain compliance incidents to regulators. If the Contractor has an independent duty to report to regulators by law, the Parties will discuss how they can implement this.

## **21. Transfer of rights and obligations**

- 21.1 Except with BBH’s prior written consent, the Contractor is not permitted to transfer all or some of its rights and obligations arising from the Order to third parties. BBH is entitled to attach certain conditions to its consent.
- 21.2 BBH is entitled to transfer all or some of its rights and obligations arising from the Order or other agreements concluded to third parties without the prior consent of the Contractor.
- 21.3 If, after BBH’s written consent, the Contractor transfers all or some of the obligations arising from the Order to a third party, it shall remain liable to BBH for compliance with the Order.

## **22. Liability**

- 22.1 The Contractor will be liable for all damage or loss suffered by BBH as a result of any failure by the Contractor to comply with the Order or any unlawful act of the Contractor towards BBH.
- 22.2 The Contractor is obliged to take out insurance that provides adequate cover for the consequences that any liability of the Contractor as referred to in the above article may have. The Contractor is obliged to provide a copy of such insurance policy to BBH upon BBH’s first request.
- 22.3 Unless the damage or loss was caused by intent or deliberate recklessness on the part of BBH, the Contractor will indemnify BBH against all third-party claims for whatever reason in connection with or arising from the Order.

## **23. Transfer of risk and ownership**

- 23.1 Ownership of the Goods will pass to BBH after the Goods have been transferred or (if applicable) assembled or installed at the agreed place.
- 23.2 The risk of the Goods will pass to BBH at the time it has expressly accepted the Goods. The risk relating to rejected Goods will therefore remain with the Contractor.
- 23.3 The Contractor has no right of retention or suspension in respect of the Goods.

## **24. Transport**

- 24.1 The Contractor will arrange for the transport of the Goods and the costs thereof will be borne by the Contractor, unless otherwise agreed in writing in advance.
- 24.2 The Contractor will be liable for damage to or loss of Goods caused during loading, transport and/or unloading, as well as for damage caused by faulty and/or improper packaging. The Contractor must take out adequate insurance for risks during transport.
- 24.3 Goods are delivered under the delivery condition "Delivered Duty Paid" (DDP). The items to be delivered should be accompanied by a packing list. The packing list must state BBH's order number as well as item numbers, quantities and descriptions. For deliveries, the Contractor must use a separate packing list for each order.

## **25. Packaging**

- 25.1 The Contractor will ensure proper packaging of the Goods and, in doing so, will not use packaging that is scientifically known to be environmentally harmful or may otherwise pose a threat to safety, welfare or health.
- 25.2 The Contractor is responsible for the disposal of transport and other packaging materials and residual materials. BBH is therefore always entitled to return the transport and other packaging materials to the Contractor at the Contractor's expense.
- 25.3 Processing or destruction of transport or other packaging materials is the responsibility of the Contractor. If any packaging materials are processed or destroyed at the Contractor's request, this shall be done at the Contractor's risk and expense.

## **26. Engaging employees and self-employed workers**

- 26.1 The Contractor represents and warrants that, if it deploys an employee to execute the Order, it will be responsible for deductions and the taxes and contributions applicable to the Order. Neither the Contractor nor any employee of the Contractor shall be deemed to be an employee of BBH.
- 26.2 In the situation that a self-employed worker executes all or part of the Order, the Contractor warrants that the agreement between the Contractor and the self-employed worker is based on a model agreement drawn up by the Tax and Customs Administration, so that the relationship between the Contractor and the self-employed worker cannot be regarded as an employment relationship. The Contractor also warrants that the actual circumstances are in accordance with the concluded agreement.
- 26.3 In the event the Contractor qualifies as a self-employed worker, the agreement concluded between BBH and the Contractor shall be approved by the Tax and Customs Administration or based on a model agreement approved by the Tax and Customs Administration so that the relationship between the Contractor and BBH cannot be regarded as an employment relationship within the meaning of Dutch tax, social security and labour legislation. In such a case, the Contractor will also actually act in accordance with the provisions of the model agreement.

## **27. Non-compete clause**

- 27.1 The Parties shall not, without the consent of the other Party, during the execution of the Order, as well as within one (1) year after the termination of the Order (in any manner whatsoever), in any way, directly or indirectly, approach or entice employees of the other Party to terminate their employment contract with that other Party to enter into a contract with the other Party or with an affiliate of the other Party.

## **28. Amendments to the Conditions**

- 28.1 BBH is entitled to amend these Conditions and to declare the amended Conditions applicable to the Order. Such amendments will be binding thirty (30) days after they have been notified to the Contractor.
- 28.2 If the Contractor does not agree to the amendments, it must notify BBH by registered letter within the thirty (30) day period referred to in the first paragraph. Upon receipt by BBH of the registered letter, BBH is entitled to terminate the Order immediately without being liable to pay any compensation to the Contractor.



**29. Final provisions**

- 29.1 The Contractor may not use BBH's trade names without BBH's prior written consent. Nor may the Contractor disclose the existence of the relationship between the Parties unless BBH gives its prior written consent. BBH may attach conditions to the granting of such consent at its discretion.
- 29.2 The Order does not include a mandate or power of attorney to perform any juridical acts on behalf of BBH, unless otherwise agreed in writing in the Order Confirmation.
- 29.3 If one or more articles of these Conditions or the Order are declared invalid by a court decision, the other provisions of these Conditions and/or the Order shall remain in full force and BBH and the Contractor shall consult in order to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and meaning of the void or voided provisions.
- 29.4 The Order shall be exclusively governed by Dutch law. The Parties expressly exclude the applicability of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 29.5 If the Parties fail to resolve a dispute arising from or related to the Order through proper consultation, the dispute shall be brought exclusively before the competent court in 's-Hertogenbosch, the Netherlands.