

General terms and conditions of MOLGEN BV - 2018

1 Definitions

1.1 Quotation: Any quotation supplied to the Client by the Contractor.

1.2 Consultancy: The provision of advice in the general sense of the word, with this referring in all cases to consultancy in the areas of automation and/or organisation, investigating suitability, carrying out a system analysis, consultancy in respect of equipment and/or software to be used by the Client, providing support for the development of software and hardware, giving and/or organising instruction, courses or workshops and training and mentoring employees.

1.3 Terms and Conditions: These general delivery terms.

1.4 Documentation: Brochures, product information, manufacturing drawings, instructions, test certificates, catalogues, price lists, folders provided by the Contractor and all information supplied in or at the time of a Quotation or in the course of compliance with the Agreement, such as but not limited to: designs, drawings/diagrams, plans, descriptions, illustrations, ideas, models, samples, tables, patterns, databases, software, calculations and all other information that by its very nature is confidential.

1.5 Breach: A breach exists if the Deliverables from the Contractor to the Client based on the Agreement is incomplete and/or does not meet the specifications and/or does not have the characteristic(s) explicitly confirmed to the Client in Writing by the Contractor prior to or at the time of the establishment of the Agreement.

1.6 Deliverables: The services or goods delivered by the Contractor based on the Agreement, which is understood to mean the (part of) the Work and/or Activities that the Contractor has delivered to the Client or alternatively has organised on behalf of the Client based on the Agreement.

1.7. Order: The agreed Activities, agreed Work and anything else to be delivered by the Contractor based on the Agreement.

1.8 Order Confirmation: The written notification from the Contractor to the Client summarising the content of the Agreement. The Order Confirmation will typically describe the scope of the agreed delivery and the agreed prices and terms.

1.9 Client: The party to whom the Quotation offered by the Contractor is directed, to whom the Deliverables are delivered by the Contractor and with whom the Contractor has entered into an agreement.

1.10 Contractor: MolGen B.V. in Utrecht.

1.11 Agreement: The Agreement between the Client and Contractor, including any change(s) agreed after it has come into force and agreed contract variations.

1.12 In writing: Correspondence by fax, signed letters, bailiff's writ or normal post. It also includes correspondence via an electronic medium (for example by email or a web form) insofar as neither Parties has demonstrably objected to the use of the electronic medium in question.

1.13 Supplier: The party from whom the Contractor sources the goods it has offered.

1.14 Work: An item of a material nature, or parts thereof, that must be performed by the Contractor on behalf of the Client to fulfil the Agreement, such as a piece of equipment, machine, semi-finished product, structure, installation or any other item.

1.15 Activities: The activities completed by the Contractor on behalf of the Client to fulfil the Agreement in respect of the delivery of services, insofar as this does not affect the completion of Work for the Client.

2 Applicability of the Terms and Conditions, titles and language

2.1 Applicability

These Terms and Conditions apply to every Quotation, every delivery from the Contractor, every Agreement between the Contractor and Client and all other legal relations between the Client and Contractor. Deviations from these Terms and Conditions are only enforceable insofar as they have been confirmed to the Client in Writing by the Contractor.

2.2 Authorised Persons

Only employees employed by the Contractor who are authorised according to the commercial register of the Chamber of Commerce are authorised to undertake legal acts on behalf of the Contractor. Legal acts undertaken by persons other than those authorised under the commercial register cannot be invoked against the party on behalf of whom the legal acts were undertaken, unless the Contractor has confirmed these legal acts in Writing. Legal acts encompass, among others, the creation of a quotation, the promise of certain characteristics for a product, promises for delivery dates, modification of previously reached agreements, entering into an Agreement, etc.

2.3 Language

The Terms and Conditions produced in Dutch will take precedence over Terms and Conditions produced in English or another language.

3 The Quotation and creation of the Agreement

3.1 Non-binding

Every quotation is non-binding unless a deadline for acceptance is set in the Quotation. A non-binding Quotation can still be withdrawn immediately after acceptance. No Agreement will be created in this case.

3.2 Quotation and acceptance

The Agreement comes into being through a Written Quotation and the acceptance of this Quotation in conformity with Articles 3.4 to 3.7 inclusive.

3.3 Sales via web shop

Contrary to the provisions of this article outlined above, in the case where an order is placed via a web shop, the Agreement will only come into being at the point when the Contractor confirms it to the Client in Writing with an Order Confirmation.

3.4 Modified acceptance

Insofar as the acceptance by the Client of a Quotation offered by a Contractor differs from the Quotation on any point, the Agreement will only come into being at the point when Contractor confirms the creation and content of the Agreement in Writing with an Order Confirmation, unless the Client Immediately objects to this in Writing.

3.5 Non-written acceptance

If the Quotation or acceptance or the Quotation and acceptance do not take place in Writing, the Agreement will only come into being at the point when Contractor confirms the creation and content of the Agreement with an Order Confirmation, unless the Client Immediately objects to this in Writing.

3.6 No Agreement after an objection

In cases where the Agreement comes into being at the point when the Order Confirmation is received by the Client based on Articles 3.4 or 3.5 and the Client Immediately lodges an objection in Writing, the Agreement will not come into being.

3.7 Agreement through commencement of delivery

In the event of deviations of any kind from the procedure described in Article 3.2, 3.4 or 3.5, for example because communication was only performed verbally, the Agreement will come into being, but subject to following conditions. The Agreement will come into being at the point when the Contractor actually starts fulfilling the Agreement or gives an order to third parties to this effect. In such a situation, the invoice will, subject to evidence to the contrary to be supplied by the Client, be deemed to reflect the content of the Agreement fully and correctly.

3.8 Enclosed information

Documentation submitted by or on behalf of the Contractor only binds the Contractor insofar as explicit reference to information in this Documentation is made in the Quotation.

4 Modification of the Agreement

4.1 In Writing Only

A change to the Agreement can only be agreed in Writing. If the Parties have reached agreement on a certain change to the Agreement, the Contractor will confirm the change to the Client in Writing. This confirmation will in each case clearly state the consequences of the change in terms of substance, financial implications and impact on deadlines.

5 Prices

5.1 Currency

Unless otherwise stated in the Quotation, all prices are in euros and exclude VAT, import duties and other levies, taxes or excise duties, packaging costs, insurance costs and any disposal charge(s).

5.2 Costs of transport and insurance within the Netherlands

Unless otherwise agreed, the costs of transport and insurance for delivery within the Netherlands will be borne by the Client.

5.3 Costs of transport and insurance abroad

For delivery outside of the Netherlands, delivery will take place ex works from the manufacturer in conformity with the most up-to-date version of the Terms and Conditions applicable at the time of providing the Quotation, unless otherwise agreed.

6 Risk

6.1 Transport risk within the Netherlands

In the case of dispatch within the Netherlands, the risk of theft, damage, destruction or deterioration passes to the Client at the time of delivery of the goods concerned in conformity with the remaining provisions of this article.

6.2 Transport risk abroad

In the case of delivery outside the Netherlands, the risk in relation to transport is governed by the provisions of the Terms and Conditions agreed by the Parties (see Article 6.3).

6.3 Risk after transport abroad

For delivery outside the Netherlands, the risk of theft, damage or deterioration passes to the Client in each case at the point when the Contractor has met all its obligations in accordance with the agreed provisions of the Terms and Conditions.

7. Delivery

7.1 Administrative costs

For orders that do not exceed an amount to be determined by the Contractor, the Contractor can factor contributions to the administrative and logistical costs into the remuneration.

7.2 Time of delivery

In the case of delivery within the Netherlands, the time of delivery is the time at which the delivered goods are unloaded in the designated place. In the case of delivery abroad, the time of delivery is the time at which the Contractor has met all its obligations in accordance with the provisions of the Terms and Conditions agreed by the Parties (see Article 5.3). Refer to Article 6 for the point at which the risk is transferred and Article 12 for the point at which ownership is transferred.

7.3 Reporting transport damage etc.

The Client shall report any shortcomings, deficiencies or damage directly to the Contractor in Writing within 24 hours of delivery; in the absence of any such report, the goods will be deemed to have reached the Client in good order, in full and without loss or damage.

7.4 Partial deliveries

The Contractor is entitled to deliver goods in batches and to invoice these batches separately.

8. Call-off orders

8.1 Definition

The Parties may agree that the Client will take a certain quantity within a certain period and that the Client will take this quantity in more than one separate delivery, in accordance with a specific call-off

schedule. This agreement will hereafter be referred to as a 'Call-off Order'. In this case, the Contractor will have the right to invoice the intended individual deliveries separately.

8.2 Deliveries according to the call-off schedule

If a Call-off Order is agreed, the Contractor will offer the individual partial deliveries on the agreed delivery dates without any action on the part of the Client being required for this.

8.3 Deviations from the call-off schedule

Once a Call-Off order has been agreed, the Parties can agree a deviation from a delivery time specified in the call-off schedule in conformity with the following sections of this article.

8.4 Written confirmation

Any change to the call-off schedule will only come into effect once the modified delivery dates for the partial deliveries in question have been confirmed to the Client by the Contractor in Writing.

8.5 Extended stocking

If as a result of an agreed change to the call-off schedule the Contractor has to keep goods in stock for longer than would have been the case if the original call-off schedule had been observed, then the Contractor will keep these goods on its premises at the expense and risk of the Client.

8.6 Changes to call-off schedule and end date

If the Parties agree a new delivery date for a specific partial delivery of a Call-off Order, the delivery dates agreed for the remaining partial deliveries will remain unchanged and will not be automatically altered. A new agreed delivery date for a partial delivery cannot be later than the delivery date originally agreed for the last partial delivery for the Call-off Order. If the Client wishes to change the delivery date for the final delivery in the Call-off Order, the Agreement must be changed as described in Article 5.

8.7 Suspension of Call-off Order

A Call-off Order can only be terminated prematurely with the consent of both Parties subject to the provisions set down in Article 6. If the agreed price was based on acceptance of a fixed volume and if the volume actually accepted was lower, ordinarily requiring a higher price, the Client will be obliged in all instances to make good the difference, regardless of the provisions of Article 6.

9. Delivery times

9.1 No fatal deadlines

The Contractor will provide the estimated delivery dates in its Quotation. Once the Agreement is established, the Contractor can verify these estimated delivery dates and confirm them to the Client. The verified delivery dates can differ from the estimated delivery times from the Quotation. Neither the estimated delivery dates nor the verified delivery dates are fatal deadlines.

10. Force majeure (No-Fault Shortcoming)

10.1 No obligation in the case of force majeure

Neither of the Parties is bound to meet an obligation, including any warranty obligations agreed between the Parties, if it is prevented from doing so as a result of force majeure.

10.2 Scope

Force majeure is understood to include the following: (I) force majeure affecting the Contractor's Suppliers; (II) a failure by Suppliers imposed on the Contractor by the Client to correctly meet their obligations; (III) deficiency in third-party items, equipment, software or materials that the Contractor is required to use by the Client; (IV) government regulations; (V) disruptions to power supply; (VI) disruption to internet, service providers, computer, network or telecommunications facilities; (VII) war; (VIII) staffing; (IX) strikes; (X) general transport problems and (XI) the unavailability of one or more members of staff whose personal involvement is necessary to ensure compliance; (XII) terrorist attacks or occupation; (XIII); epidemics and pandemics; (XIV) financial crises; and (XV) the failure of the payment network of the banks concerned.

10.3 Dissolution

If a force majeure situation lasts longer than ninety days, each of the Parties has the right to dissolve the Agreement in Writing. If services have been performed based on the Agreement, these will be settled on a pro rata basis in this case, without the Parties otherwise being under any obligation towards each other. The Parties will make any payments to be made in connection with this settlement immediately.

10.4 Notification of force majeure

If the Contractor wishes to invoke force majeure, it shall inform the Client of this as soon as this is practically possible. The consequences of force majeure will come into effect from the point in time at which the circumstances, cause or incident leading to it occurred.

10.5 Postponement

If the Contractor is prevented from meeting any of its required obligations towards the Client due to force majeure and the force majeure situation will be of short or temporary duration according to the assessment of the Contractor, the Contractor is entitled to postpone fulfilment of the Agreement until the circumstances causing the force majeure situation have passed.

11. Use and warranty

11.1 The Deliverables may only be used for research purposes (Research Only). In vitro diagnostics (IVD) are not permitted.

11.2 Product guarantee

In conformity with the other provisions of these general terms and conditions specified above, the Contractor warrants exclusively that the Deliverables, with the exception of consumables, meet the product specifications at the time of delivery and have the characteristics confirmed to the Client in Writing by the Contractor prior to or at the time of the creation of the Agreement.

11.3 Deadline

Unless other warranty periods are specified in the Quotation, the warranty cited in 11.2 for new items is 12 (twelve) months from the time of delivery. Unless otherwise stated in the Quotation, no warranty will be given for used items delivered by the Contractor.

11.4 Reporting of defects during the warranty period

If the Client has been made aware of a Defect and wishes to come to an agreement under the warranty in respect of the faulty delivery, the Client must report this Defect in conformity with the provisions of Article 13.4 or risk losing the right to do so.

11.5 What is excluded from the warranty

Regardless of the other provisions of this article outlined above, the Client will have no right to a warranty under any circumstances in the following cases:

- If the Deliverables are not used for the purposes and in the circumstances for which they were delivered;
- If the Deliverables were used contrary to the instructions and specifications, etc.;
- In relation to items provided to enable processing by the Client;
- If the reported Defect is the result of wear caused by normal use;
- For delivered Activities that are undertaken as an obligation;
- For items that are prescribed by the Client or involve third parties appointed to the Contractor by the Client.

11.6 Expiry of warranty

All warranty agreements lapse immediately upon occurrence without the consent in Writing of the Contractor of the following:

- Changes, adjustments and/or repairs made to the Deliverables;
- The Deliverables are not being or have not been used or treated in close accordance with the enclosed and/or applicable (manufacturing) specifications or operating instructions;
- The Deliverables are otherwise not being or have otherwise not been used or treated appropriately;
- A software adaptation or upgrade has taken place in respect of the Deliverables that was not performed by the Contractor itself or a third party appointed by the Contractor;
- The Deliverables are being or have been used for purposes other than those for which they are intended;
- The Deliverables are being or have been used in a manner that could not reasonably have been foreseen by the Contractor based on the information submitted to the Contractor by the Client prior to or at the time of the creation of the Agreement.

11.7 Exemption from warranty obligations

While the Client is not or not fully compliant with one or more of its obligations towards the Contractor based on any Agreement, the Contractor is exempt from its warranty obligations from the moment the Client is not fully compliant with its obligations to the moment the Client is duly compliant with all its obligations to the Contractor again. The warranty period continues during the period in which the Contractor is exempt from its warranty obligations.

11.8 Loss during the warranty period

Insofar as the Contractor is bound to compensate loss or costs incurred by the Client as a result of a Defect during the warranty period, compliance with the warranty obligation by the Contractor will be regarded as sole and full compensation.

12. Reservation of title

12.1 Extended reservation

Regardless of the provisions of Article 6 concerning risk and the transfer of the same, all goods delivered by or on behalf of the Contractor will remain the property of the Contractor up to the point in time at which the Client has met all the obligations incumbent on it in relation to the Contractor.

12.2 Due care

While the goods delivered by or on behalf of the Contractor are still the property of the Contractor under the provisions of Article 12.1, the Client must keep these goods separate from other goods such that they are easily and clearly identifiable as goods belonging to the Contractor.

12.3 Recovery

In the event of non-payment of any amount owed and payable by the Client to the Contractor, and also in the event that the Agreement is terminated for any reason other than completion, the Contractor will be entitled to reclaim ownership of the goods under a reservation of title and to take (instigate) the measures associated with this, offsetting any payments made in respect of those goods, and this without prejudice to the right of the Contractor to demand compensation for any loss. In the case of such non-payment or termination of the Agreement, any claim that the Contractor has against the Client is forthwith immediately payable.

12.4 Recalling goods

The Client shall at the first request of the Contractor submit an authorisation for immediate recall of goods not yet fully paid for, wherever they may be located. The Client undertakes to cooperate at the first request of the Contractor to enable the contractor to exercise its reservation of title.

13 Prevention of loss, reporting of a Defect

13.1 Due care of Contractor

When fulfilling the Agreement, the Contractor shall exercise the due care that could reasonably be expected of it. Nevertheless, it cannot be ruled out that the Deliverables from the Contractor will not arrive at the Client's premises without Defects due to incidents in transit or unforeseen circumstances or will manifest Defects due to the manner of use by the Client.

13.2 Warning

The use of items that are not working correctly can have serious consequences for the functionality of processes or installations of which the Deliverables form part, or for the persons involved. The Contractor therefore strongly advises against this.

13.3 Reporting of Defect

The Client must report a Defect to the Contractor in Writing Immediately after it becomes aware of it or could or must reasonably have become aware of it if it had taken effective measures. The report of the Defect must be specific such that it is clear to the Contractor without any further clarification what the nature of the Defect is and what actions it could reasonably be expected to take. When reporting the Defect, all relevant circumstances that are or could be of importance in the assessment of the facts of the Defect must be described.

14 Liability

14.1 Conditions for compensation of loss

Apart from in cases of wilful intent or gross negligence by the Contractor's corporate management and in conformity with the other provisions of these Terms and Conditions and the other sections of this article in particular, the Contractor is only obliged to compensate the Client for loss incurred to the same as a result of a Defect. An obligation to compensate loss does not exist until such time as any of the following conditions is met:

- The Defect must have been reported to the Contractor by the Client in the manner described in these Terms and Conditions;
- There must be a case of default as described in these Terms and Conditions;
- The loss must be attributable to the Contractor;
- The Client has acceptably demonstrated that it has taken effective precautions to prevent or limit loss such as those cited in these Terms and Conditions, for example.

14.2 Liability insurance

The Contractor can, but does not have to, insure itself against loss that may be incurred as a result of a shortcoming in meeting its obligations towards the Client for which it is responsible. If the Contractor does take out liability insurance, this may affect the maximum amount for which it can be approached in the event of such a shortcoming. In entering into an Agreement, the Client accepts that it has the task of checking in advance whether it believes that the coverage offered by the liability insurance taken out by the Contractor is sufficient for the Order in question. The Contractor shall at the first request of the Client send a copy of the insurance policy schedule to the Client.

14.3 Limitation of liability

If the Contractor is liable towards the Client based on a shortcoming in compliance with the Agreement for which it is responsible or based on any statutory provisions and is bound to compensate the Client for its loss, the obligation to compensate loss is limited to compensation of direct loss and to a maximum of the amount connected to the Agreement (excl. VAT). If the insurance policy is principally a term contract with a term of more than a year, the amount connected to the Agreement will be based on the total compensation (excl. VAT) specified for one year. In all instances, the obligation to pay compensation is limited to a maximum of two times the invoice value of the order.

If the insurer pays out a sum in connection with the Contractor's liability as described above, the obligation to compensate loss is also limited to the amount that the insurer will pay out for this case or to the amount covered by the insurance.

14.4 Exclusion of liability for indirect loss

Liability of the Contractor is excluded for indirect loss or consequential loss, which in all circumstances includes the following:

- Loss other than that for the Contractor to remedy the direct consequences of non-compliance;
- Loss as a result of lost profit, production downtime, destruction or deterioration of goods caused by production downtime, missed savings, stagnation of business or loss of goodwill;
- Loss as a result of agreements with third parties, including customers of the Client;
- Loss connected to the use of items that the Client requires the Contractor to use, including but not limited to: third-party installations, tools, machines, materials or data or information or software;
- Loss connected to the involvement of suppliers, programmers, advisers or inspectors stipulated to the Contractor by the Client;

- Loss as a result of the corruption, destruction or loss of data or the configuration of digital equipment, software, information, data or documents.

The exclusions and limitations cited in this article will lapse if and insofar as the loss is the result of wilful intent or gross negligence on the part of the corporate management of the Contractor.

14.5 Other exclusions

Liability of the Contractor is also excluded for the following:

- The direct and indirect consequences of inaccurate compliance by the Client with the instructions for use or operating instructions;
- Normal wear and tear, and damage and/or wear and tear caused by inappropriate use and as a result of overload or any other form of abnormal use.
- Abnormal or unforeseen circumstances or at least circumstances that the Contractor could not reasonably have expected based on the information given to it when the Agreement was drawn up;
- Loss against which the Client could have insured itself.

14.6 Accumulation

The exclusions and limitations of the Contractor's liability as described in Article 14 do not affect the remaining limitations and exclusions as set out in the Terms and Conditions.

14.7 Period of limitation

Any claim that the Client has against the Contractor lapses in each case twelve months after the date on which the claim comes into being and in every instance three years after delivery by the Contractor, regardless of the legal basis of the claim.

14.8 Indemnification

The Client will indemnify and compensate the Contractor for all third-party claims for compensation of loss suffered by these third parties, where this is understood to refer to claims for product liability and infringement of intellectual property rights resulting from a delivery to these third parties by the Client of a product that includes goods delivered by the Contractor.

14.9 Invoking of Terms and Conditions by others

The provisions of this article and all other limitations and exclusions of liability specified in the Terms and Conditions also apply to employees working for the Contractor and all persons (legal entities) employed by the Contractor to fulfil the Agreement and to the group to which they belong.

14.10 General terms and conditions of third parties

In respect of goods and services sourced from a third party by the Contractor, the provisions regarding warranty, spare parts and liability applicable to the agreement with this third party also apply to the Agreement between the Contractor and Client if and insofar as the Contractor invokes these provisions. In entering into an Agreement, the Client authorises the Contractor to accept a limitation of the liability of this third party.

15 Intellectual property rights

15.1 Property

All rights to intellectual property, hereafter referred to as 'IP', to items delivered to, developed for or made available to the Client by the Contractor - including documentation, inventions, ideas,

software, ICs, databases, diagrams, equipment, samples, circuits, methods, configurations, installations, solutions, analyses, designs, reports, offers - remain exclusively with the Contractor or its licensor(s) or Supplier(s).

15.2 Right of use to deliveries

Unless otherwise agreed in Writing, the Client will, insofar as is applicable, only be granted perpetual, non-exclusive and non-transferable rights of use to the specific application for which the agreed delivery was intended and only for use in the country where delivery was due to be made under the Agreement.

15.3 Breach

If a product sold to the Client by the Contractor in the Netherlands unexpectedly breaches an intellectual property right of a third party, and the Client is approached about this matter, the Client is obliged to inform the Contractor of this in Writing without delay. The Client is also obliged to limit the potential loss resulting from this as far as possible. In any cases that arise, the Contractor will be entitled to remedy this breach by doing any of the following at its discretion:

- Assigning the right to use the particular product to the Client; or
- Modifying the product such that it is no longer in breach; or
- Delivering a replacement product that is not in breach; or
- Reimbursing the Client for the purchase price once it has received the product back again, minus a reasonable remuneration for the period during which the product was at the disposal of the Client.

In relation to a breach of a right to IP outside the Netherlands, the Client will not be entitled to enforce any claim against the Contractor and will not be owed anything by the Contractor.

15.4 Exclusion of liability for IP

The Contractor is not liable for any breach of any intellectual property right or any other exclusive right that is the result of any of the following:

- Any change within or to a product sold or delivered by or on behalf of the Contractor;
- Any use or application of a product of this nature other than that prescribed by the Contractor or which the Contractor may expect based on the Agreement;
- Integration, use or application with products not sold or delivered by or on behalf of the Contractor, including (parts of) systems and networks;
- Any software adaptation not performed by or on behalf of the Contractor.

16 Payment

16.1 Payment terms

The Client will pay invoices in accordance with the payment terms stated on the invoice. If no specific terms are stated on the invoice, the Client will pay within thirty (30) days of the invoice date indicated on the invoice. The Client is not entitled to offset anything against an invoice or postpone a payment. The value date stated on the Contractor's bank statements on which a payment was received is deemed to be the date on which it was made.

16.2 Late payment

If the Client fails to pay the amounts it owes on time, the Client will owe the statutory interest applicable to commercial transactions, charged monthly on a cumulative basis, for the outstanding amount, without any dunning procedure or notice of default being required. If after a payment

reminder, dunning procedure or notice of default the Client still does not meet its payment obligations within a reasonable period, it will be in default by law. From that moment, in addition to the costs specified in law, the Client will also be bound to compensate the Contractor for any legal costs actually incurred by the Contractor and any extrajudicial costs actually incurred, including any costs charged by partial and/or legal experts.

16.3 Complaints regarding invoices

Complaints relating to an invoice must be submitted to the Contractor in Writing within 8 (eight) days of the date on the invoice.

16.4 Payment obligation remains

Reporting a Defect as described in these Terms and Conditions does not discharge the Client from its payment obligations towards the Contractor.

17 Applicable law and disputes

17.1 Dutch law

Every Quotation made by the Contractor, every Agreement entered into by or on behalf of the Contractor and all other legal relations between the Parties are subject to Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.

17.2 Choice of law

Differences arising from an Agreement concluded between the Contractor and Client will be brought before the competent court in the district where the Contractor is domiciled as the court of first instance, on the understanding that if a particular court is designated as the competent court by law, the dispute will be resolved by the court thus appointed as the court of first instance, all this without prejudice to the right of the Contractor to file an attachment and take or instigate other temporary measures before the legal instances in the area(s) of its choice if it so wishes.

17.3 Other provisions

The provisions of Article 17.2 do not affect the right of the Contractor to file a dispute with the competent court under the normal competency rules, or to have it resolved by means of arbitration or binding mediation.

18. Validity

If any clause of these Terms and Conditions is invalid and/or unenforceable, either in part or in full, as a result of any statutory provision, court ruling or any directive, decision, recommendation or measure from any local, regional, national or supranational authority or instance, or for any other reason, then this will not affect the validity of the remaining clauses of these Terms and Conditions. If a clause of these Terms and Conditions is invalid for one of the reasons cited in the previous sentence but would be valid if it had a more limited scope or purpose, then this clause will automatically be valid in the broadest sense or to the greatest extent possible within the limited scope or purpose with which it is valid.

19. Filing

These general terms and conditions have been filed with the Chamber of Commerce.