

# **GENERAL CONDITIONS OF DELIVERY, PAYMENT AND SALES OF IDA FOUNDATION**

**(Registered at Chamber of Commerce:**

**Stichting International Dispensary Association)**

## **1. General definitions and scope of application**

- 1.1. These General Conditions shall apply to all offers, quotations, supplies and services in the broadest sense to be rendered by Stichting International Dispensary Association, a civil-law foundation, also trading under the name of IDA Foundation, having its registered office at Slochterweg 35, (1027 AA) Amsterdam, the Netherlands (hereinafter to be referred to as "**IDA**"), as well as to all (additional) agreements between IDA and a customer (hereinafter to be referred to as the "**Customer**").
- 1.2. For purposes of these General Conditions the Customer shall be taken to mean: any private (legal) entity that has entered, or wishes to enter, into an agreement with IDA, in which IDA undertakes to provide medicines, (medical) supplies, and other (medical) products and/or services (hereinafter jointly to be referred to as the "**products**"), as well as their legal successors.
- 1.3. The Customer shall be under an obligation, upon request, to demonstrate that it does not operate with a profit motive (in Dutch "winstoogmerk"). IDA shall at all times be entitled to dissolve the agreement out of court, even if it has already come into effect, if the Customer turns out to be an organisation operating with a profit motive (in Dutch "winstoogmerk") or otherwise acting contrary to or in derogation of IDA's objects, all at IDA's discretion. IDA shall not be liable for any damage that the Customer may suffer as a result of dissolution of the agreement for this reason.

- 1.4. As part of IDA's customer qualification procedure, the Customer must provide proof that they follow EU Good Distribution Practice of medicinal products for human use (2013/C 343/01). The Customer shall ensure they supply medicinal products only to persons/organisations who are themselves in possession of a wholesale distribution authorisation or who are authorised or entitled to supply medicinal products to the public according to their national law.
- 1.5. For purposes of these General Conditions "in writing" or "written" shall be taken to mean: by letter, by fax or electronically.
- 1.6. Any additional and/or derogating conditions, including purchase conditions, of the Customer shall not form part of the agreement between IDA and the Customer and shall not be binding on IDA, unless IDA has accepted all or part of the Customer's conditions in writing.
- 1.7. Any deviations to the General Conditions shall be binding only if and to the extent agreed in writing between IDA and the Customer and only for the offers, quotations, supplies, services and (additional) agreements to which they relate. The other offers, quotations, supplies, services and (additional) agreements shall remain fully governed by these General Conditions.
- 1.8. In the event that the General Conditions and another agreement contain mutually conflicting clauses, these Terms and Conditions shall prevail.

## **2. Price Quotations**

- 2.1. An order shall not come into effect until IDA accepts it in writing by means of an sales acknowledgement, sent after the Customer's acceptance of the offer, or the Customer's placing an order for delivery. The sales acknowledgement shall be deemed correctly and fully to represent the agreement. Any additional arrangements or amendments shall be binding only if confirmed by IDA in writing.

- 2.2. All intellectual and industrial property rights (including but not limited to copyrights) in manufacturer- or IDA-labelled products supplied, packaging and/or inserts, shall be owned by IDA and/or third parties. The Customer shall not be entitled to use any such packaging and/or inserts without IDA's explicit written consent.
- 2.3. The Customer, acting in the course of a profession or business, will not be subject to Articles 6:227b (1) and 6:227c of the Dutch Civil Code [Burgerlijk Wetboek - "BW"].
- 2.4. IDA shall be entitled at any time by notice to the Customer to cancel or refrain from any offer in circumstances where it becomes impracticable or uneconomical for IDA to carry out the contract at the offered rate and the customer shall have no claim whatsoever against IDA for any loss, damage, cost or expense that the Customer might incur as a result of IDA cancelling or refraining from the offer.
- 2.5. By placing the order the Customer confirms he / she holds or will arrange on time the relevant licenses, registrations and permits necessary to purchase and/or import the goods in the country of destination. For delays, please refer to point 4.2.

### **3. Price**

- 3.1. Price quotations made by IDA have a validity of 30 days from the date of the quotation, unless otherwise stated in our offer.
- 3.2. The price of products to be supplied by IDA is communicated in IDA's price indicator or e-catalogue. These prices stated shall only serve as guidelines, and the Customer cannot derive any rights from the information in the price indicator or e-catalogue.
- 3.3. Unless specifically agreed otherwise, all prices quoted by IDA shall be in US Dollars and exclusive of *BTW* (Dutch VAT), import duties, and other taxes, levies

or rights, costs of packing, costs of loading and unloading, and costs of transport and insurance.

- 3.4. Unless specifically agreed otherwise, the costs of any third parties engaged in the performance of the agreement shall in no event be deemed to be included in the offers issued by IDA.
- 3.5. After the agreement has been entered into, IDA may adjust the price or dissolve the agreement if any factors justifying that should occur. Such factors may include, but are not limited to: an increase in the prices of raw materials, labour and production costs, fuel costs, import duties, taxes, currency changes, etc.
- 3.6. After being notified of the adjustment of the prices as referred to in article 3.4, the Customer may dissolve the agreement if IDA makes the adjustment to the stipulated price within three (3) months of entering into the agreement. Dissolution by the Customer should be effected in writing within one (1) week of being notified of the price adjustment. If the Customer has not dissolved the agreement in writing within one (1) week of being notified of the price adjustment, the parties shall be deemed to have reached agreement on the price increase communicated by IDA.
- 3.7. All transport prices quoted shall be based on the prices that apply at the time of the offer (quotation). If between the time of the offer and the time of acceptance of the agreement, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, IDA is entitled to pass on this increase to the Customer. IDA must be able to prove the changes.
- 3.8. In the event of circumstances that are of such a nature that when concluding the agreement it was not deemed necessary to take into account the risk that they could occur, that cannot be attributed to IDA and that significantly increase the costs of the services being performed, IDA is entitled to an additional payment. Where possible, IDA shall consult in advance with the Customer. In such a case, the additional payment shall consist of the additional costs that IDA has had to incur in order

to perform the services, plus an additional payment deemed fair and equitable for the services to be performed by IDA.

#### **4. Delivery Period and Terms**

- 4.1. Unless agreed otherwise in writing, delivery shall be FCA Tilburg or FCA Dubai (Free Carrier, Incoterms 2020).
- 4.2. For countries which require green light prior to import, IDA Foundation will grant a 4 weeks free storage period from the moment of order readiness, after which IDA will be entitled to charge the customer with a tariff of USD 5,00 per pallet per week. For other countries, if dispatch of the goods is delayed for longer than 2 weeks due to circumstances for which the Customer is responsible, IDA will ship the goods.
- 4.3. Unless agreed otherwise in writing, IDA shall be responsible for loading and unloading, as well as transport or shipment, of the products, all at the expense and risk of the Customer. IDA shall be free to determine the method of transport/shipment, without accepting any liability in that respect. If so desired, the Customer may take out insurance through IDA for the products to be transported/shipped, in which event, in addition to the cost price, a premium shall be due by the Customer.
- 4.4. The delivery period shall be determined based on the agreements made between the parties. Any delivery periods stated shall, however, be indications only and shall in no event be deemed to be deadlines, unless agreed otherwise.
- 4.5. If IDA has stipulated a down payment/advance payment/bank guarantee/letter of credit from the Customer, and IDA has not received this by the agreed date, IDA may adjust the agreed delivery period accordingly.
- 4.6. As soon as IDA establishes that an expected delivery period will be exceeded, IDA shall contact the Customer in that respect. The Customer's obligations shall remain unchanged. Only in the event of excessively late delivery (more than ten (10) weeks later than the expected delivery period) shall the Customer be

entitled to dissolve the agreement, unless the delay is (partly) due to reasons caused by the Customer. In no event shall the Customer, be entitled to any penalty or damages from IDA, unless agreed otherwise contractually.

- 4.7. IDA reserves the right within a reasonable tolerance range (up to five percent (5%)) to deviate from the agreed quantities for each type of product to be supplied, without any right on the Customer's part to delivery or return of the discrepancies between the quantity delivered and the quantity agreed, nor shall the Customer be entitled to any damages or dissolution of the agreement either. In such event IDA shall adjust the price accordingly – either upward or downward.
- 4.8. IDA reserves the right to make changes to (the composition of) the products to be supplied by it, if required based on amendments to legislation and/or regulations. IDA warrants that any such changes shall not impair the functional characteristics of such products.
- 4.9. The minimum order value shall always be USD 5000 (in words: five thousand US dollars). Moreover, IDA shall be entitled to determine a minimum order quantity.
- 4.10. IDA reserves the right to make partial deliveries, in which event the (payment) terms and conditions set forth below shall also apply to each partial delivery.
- 4.11. The delivery date specified by IDA foundation is an estimate only. Time for delivery shall not be regarded as the essence of the agreement. IDA foundation will make its best efforts to make the delivery date. Agreed delivery and completion periods can never be regarded as strict deadlines. If IDA Foundation does not deliver the products, IDA Foundation must be given a written notice of default and granted a reasonable period in which to comply with its delivery obligations.

## **5. Receipt of Goods by Customer**

- 5.1. The Customer shall take delivery of the products delivered on the agreed date.

- 5.2. If the Customer fails to take delivery of the products on the agreed date, the Customer shall be in default, without any further notice of default being required, and IDA may, at its option: (i) dissolve the agreement without any judicial intervention being required; (ii) ship the products at the Customer's expense and risk; (iii) store the products at the Customer's expense and risk. All costs ensuing from the foregoing circumstances, including but not limited to the costs of storage and possible decrease in revenue, shall be paid by the Customer. The foregoing shall not affect any other rights that IDA may have.

## **6. Payment**

- 6.1. Unless agreed otherwise in writing, payment of the invoices shall be made by transfer to a bank account designated by IDA within thirty (30) days of the date of the invoice in US Dollars (unless agreed otherwise). Payment shall be made without deduction of any discount, bank charges or setoff. IDA reserves the right to require advance payment, a down payment, a Letter of Credit, or a bank guarantee (the latter two to be issued by an internationally recognised organisation). In case a receipt of a signed Purchase Order, IDA will keep stock reserved for 7 days until advance payment or down payment are received. Unless the payment is received within this window, IDA will cancel the order on the 8<sup>th</sup> day and will not be held responsible to supply in case of shortage.
- 6.2. Unless it is agreed otherwise in writing, payment of the invoices shall be made by the Customer. If the parties have agreed that payment will be made by a third party, IDA shall remain entitled, if such third party fails in any way whatsoever to perform its payment obligation, to claim payment by the Customer.
- 6.3. Payment shall not be deemed to have been made until the amount due has been irrevocably credited to IDA's bank account.
- 6.4. In the event of failure to pay by the due date, the Customer shall be in default by operation of law as from expiry of the payment term, without further notice of default being required. Late payment entitles IDA to charge past-due interest as set by the Dutch Central Bank (De Nederlandsche Bank N.V.), on the payable

amount (including Dutch VAT) from the date of default onward. In addition, IDA will be entitled to charge a collection fee, with a minimum of USD 150.

- 6.5. If the Customer is in default in the performance of any of its obligations, all reasonable costs incurred to obtain payment out of course shall be paid by the Customer, such costs to be set at the amounts calculated based on Recommendation II of the *Voorwerk II* report, without prejudice to IDA's right to charge the actual costs incurred if such costs exceed the amount calculated.
- 6.6. Payment of a sum attributable to a certain obligation shall in the first instance go to reduce the costs, subsequently to reduce interest that has fallen due, and finally to reduce the longest outstanding payable invoices and current interest.
- 6.7. Upon or after entering into the agreement, IDA may require the Customer to provide security with respect to both the payment obligations or other obligations of the Customer, before commencing or continuing work. If the Customer fails to provide security within the term set by IDA, IDA may dissolve the agreement out of court and the Customer shall be liable for all damage resulting from such dissolution.

## **7. Retention of Ownership**

- 7.1. IDA retains ownership of all products supplied by IDA to the Customer. Ownership of such products shall not pass to the Customer until the Customer has performed all its payment obligations under this and any similar agreements.
- 7.2. If the Customer has not performed its payment obligations, the Customer may not establish any right of pledge or non-possessory pledge for third parties on the products supplied by IDA, or in any way or under any title whatsoever surrender control of, such products, save as provided in article 7.3. In the event of confiscation of the delivered goods by a third party, on any ground whatsoever, the Customer shall immediately notify IDA in writing.



7.3. The Customer may use or sell the products during its normal business operations.

## **8. Complaints**

- 8.1. Upon taking delivery, the Customer shall inspect the products supplied, including packaging, for any visible damage and/or missing items. In case of visible defects, these should be reported in writing to IDA immediately, at least within three (3) days, or the Customer forfeits their rights in this respect. Any visible damage or missing items shall be reported by the Customer on the transport document or the delivery note. Any report must accurately state the nature of, and the ground for, the complaints, otherwise the Customer shall be deemed to have accepted the products delivered. Putting the products into operation shall be deemed to constitute acceptance. Should the Customer observe damage of which the condition is not yet certain, this should also be reported. In no circumstances, except under written protest, should the Customer give clean receipts if they have observed a shipment in potentially damaged condition.
- 8.2. Complaints for hidden damages or losses should be reported to IDA in writing (giving a clear description of the complaint) within thirty (30) days after arrival at the customer/PR as per the agreed Incoterm. In the event of a complaint about the quality of a product and a potential product defect which is not immediately visible, the Customer shall inform IDA in writing (giving a clear description of the complaint). Any complaints of hidden damage or missing items discovered on opening containers, cases and/or packages should be reported immediately to IDA, at least within thirty (30) days after arrival at the Customer as per the agreed Incoterm, or the Customer forfeits their rights in this respect.
- 8.3. In the event of a complaint, the Customer shall be under an obligation to make a sample of the concerned products/ batches available to IDA. Moreover, the Customer shall provide its co-operation in an investigation by IDA, if needed.
- 8.4. A complaint does not entitle the Customer not to perform its (payment) obligations towards IDA nor to invoke suspension of payment.

- 8.5. The aforementioned terms shall not affect the Customer's statutory rights in the event of hidden damages or losses to the products delivered. Any complaints of hidden damage or loss discovered on opening containers, cases and/or packages should be reported as soon as possible, but must be reported in writing to IDA within thirty (30) days after arrival at the Customer, or the Customer forfeits its rights in that respect.
- 8.6. If a complaint is filed and justified, IDA shall be solely obliged to deliver the missing products, replace the products delivered or take the products back and credit the Customer for the relevant invoice amount. In no event shall IDA be under any other obligation whatsoever, including any obligation to pay any other costs and/or damages.
- 8.7. If IDA and the Customer do not agree that a quality complaint is justified, then an independent laboratory will be appointed upon mutual agreement by all involved parties. The laboratory will investigate the quality complaint and the outcome shall be accepted by all parties.
- 8.8. The products may be returned only with IDA's prior written consent, under conditions subsequently to be determined by IDA. If products are returned without IDA's consent, shipment and storage of the products shall be at the Customer's expense and risk.

## **9. Reporting quality-related product issues**

- 9.1. The Customer shall promptly notify IDA in writing of any incidents and/or (serious) side effects that may occur in relation to any products supplied, also if a complaint is received from an end user. 'Incidents' shall be taken to mean any incident in relation to a product that has resulted in death, serious deterioration of the health condition (including but not limited to life-threatening illness or injury; permanent impairment of a bodily function or permanent damage to the body structure; or a situation that requires medical or surgical intervention to prevent permanent impairment of a bodily function or permanent damage to the body structure) or that could have resulted in death or serious deterioration of the health condition. "(Serious) side effects" shall be taken to mean any reaction

that may occur in relation to the products supplied that is damaging and unintended and that occurs in dosages normally used.

- 9.2. The Customer shall report any pharmacovigilance incidents, adverse reactions, special situations (with or without associated adverse drug reactions) for products supplied by IDA Foundation. Furthermore, the Customer shall report all observed pharmacovigilance cases to their health authorities according to their local national laws.
- 9.3. Furthermore, the Customer shall provide IDA all the support that may reasonably be required of it relating to reporting any incidents and (serious) side effects to the relevant authorities.
- 9.4. In filing the report, the Customer shall provide IDA with all documentation and other relevant information in connection with the relevant incident and/or (serious) side effect in order to enable IDA fully to perform its obligation to notify the relevant authorities of any such incidents and/or (serious) side effects within good time.

## **10. Warranty**

- 10.1. IDA warrants that upon delivery, the product is free from any major defects in material and design and satisfies requirements of quantity and quality as shown in the written order confirmation and the applicable product specifications.
- 10.2. Any documentation, disclaimers and advice in respect of the use and properties of the products supplied, other advice and assistance shall be drawn up and/or provided by IDA to the best of its knowledge and ability. IDA does not warrant the correctness and completeness of the information thus obtained.
- 10.3. All other (implied) conditions and warranties with respect to the quality of the products or their suitability for their intended use are expressly excluded, unless explicitly agreed otherwise in writing between the parties.

- 10.4. Any third-party products shall be supplied only subject to the warranty provisions of the relevant third parties, which IDA shall provide to the Customer upon request.

## **11. Use of products by customer (obligations /indemnifications)**

- 11.1. The Customer shall use the products supplied in accordance with IDA's (storage) instructions only. Moreover, the Customer undertakes not to trade the products supplied within the European Union.  
In no event shall the Customer use the products supplied in any way that is contrary to, or otherwise derogates from, IDA's objects, without IDA's prior written consent.
- 11.2. If the products supplied – if such products are medicines – are not registered in the country of destination, the Customer warrants IDA that it is authorised to trade such medicines there.
- 11.3. If the products supplied are psychotropic and/or narcotics, the Customer shall, prior to delivery, provide IDA with an original copy of the import license issued by the authorities of the country of destination, for the purpose of IDA's obtaining an export license.
- 11.4. The Customer shall indemnify IDA against the consequences of any third-party claims, costs and damage ensuing from the Customer's failure to perform its obligations under this article.

## **12. Liability**

- 12.1. IDA's liability to the Customer shall be limited to IDA's obligations as set forth in articles 8 (Complaints) and 10 (Warranty).
- 12.2. Save in the event of intentional act or gross negligence on IDA's part, IDA shall in no event be liable for any damage suffered by the Customer. Furthermore, any liability for indirect damage, consequential damage, non-material damage,

business or environmental damage, or damage as a result of liability to third parties, is excluded.

- 12.3. If and to the extent that, despite the provisions of article 12.2, IDA is subject to any liability on any ground whatsoever, such liability shall be limited to a maximum amount of USD 5.000.000,00 (in words: five million US Dollars) per damage event. For purposes of this article, a series of related damage causing events shall be deemed to constitute one (damage) event.”

### **13. Recall**

- 13.1. The Customer agrees to assist IDA in carrying out a recall, if any. To that end the Customer is obliged to keep adequate records for traceability of the products supplied for a period of at least five (5) years after the date of sale or use of the products supplied. The records shall at least contain information about dates of sales or use, quantities, batch numbers and batch specifications and all such other information as may be necessary for a possible recall. IDA shall always be entitled to inspect such records or to receive copies thereof from the Customer.
- 13.2. In the event of a product recall, the Customer shall render its full cooperation, by following instructions as provided by IDA in a product recall letter, so that this recall can be carried out promptly and effectively. If the Customer fails to render its full and prompt cooperation to the conditions set forth in this article, IDA shall hold the Customer liable for any damage suffered or to be suffered by IDA, including but not limited to damage pursuant to the product liability rules and damage as a result of negligence.
- 13.3. IDA shall be obliged to compensate the Customer only to the extent that the Customer meets all the requirements set forth in this article. IDA's liability in the event of a recall shall be limited to payment of the price at which the Customer had purchased the products covered by the recall or replacement of such products, all at IDA's sole discretion.

## **14. Cancellation of orders**

- 14.1. Orders may, in principle, not be cancelled by the Customer. If, however, the Customer cancels all or part of an order, it shall be under an obligation to reimburse all costs reasonably incurred with a view to performance of such order (including costs of preparations, storage, etc.). Furthermore, the Customer shall compensate any costs ensuing from the cancellation and exchange differences, if any, if IDA has entered into a currency agreement with a bank or another third party in connection with the order.
- 14.2. Without prejudice to the provisions of article 14.1 in the event of cancellation the Customer shall pay cancellation costs equal to ten percent (10%) of the principal amount, to be increased by *BTW* (Dutch VAT).

## **15. Termination of the Agreement**

- 15.1. Both the Customer and IDA have the right to dissolve an agreement with immediate effect, without requirement of judicial intervention if the other party is declared insolvent or bankrupt or if the other party has been granted a (provisional) moratorium on payment of its debts, or if the other party, after having been given written notice of default, continues to fail to perform any of its obligations. The terminating party shall not be under any obligation whatsoever to pay damages. The aforementioned grounds shall not be deemed to be exhaustive; other serious grounds may also result in termination of the agreement with immediate effect.
- 15.2. Article 15.1 shall not prejudice the option of dissolution of the agreement pursuant to the law.
- 15.3. Without prejudice to the provisions of article 15.1, if the Customer fails to perform properly, or in good time, any of its obligations under an agreement with IDA and/or these General Conditions, IDA shall be entitled to suspend all or part of its obligations under the agreement and any directly related agreements, until the Customer has performed its corresponding obligations. In such event the

Customer shall be under an obligation to compensate all damage, including damage as a result of lost profits, to be suffered by IDA.

- 15.4. If the agreement is terminated early by either party, or in the event of suspension of the obligations under the agreement, IDA shall remain entitled to payment of invoices for deliveries made up until that point in time.
- 15.5. The parties' rights and obligations as set forth in articles 9 (Reporting Quality-related Product Issues), 11 (Use of Products by Customer (Obligations/Indemnifications)), 12 (Liability), 13 (Recall), and 17 (Confidentiality) shall survive termination of an agreement between the parties.

## **16. Force Majeure**

- 16.1. IDA shall not be bound to perform any obligation under an agreement if prevented from doing so due to force majeure.
- 16.2. For the purpose of this article, "force majeure" shall be taken to mean any circumstances of such a nature that, as a result, the performance of an agreement is rendered impossible, and/or disproportionately expensive to such an extent that IDA cannot reasonably be required to continue to perform, or immediately to perform, the agreement.
- 16.3. Force majeure shall in any event include but not be limited to:
  - war, international conflict, invasion, aggression of a hostile power, restrictive government measures, and similar situations;
  - uprising, terrorism, revolution, rebellion, civil war or acts by military/civil militias, and similar situations;
  - riots, insurgency, disturbance of public order, strike and lockouts by staff of IDA or third parties engaged by IDA, and similar situations;
  - natural disasters, such as earthquakes, flooding, hurricanes, typhoons, extreme weather, volcanic activity, pandemics/epidemics, and similar situations;

- transport problems or obstructions (e.g. harbour, truck and aircraft problems), including delays at country borders, and similar situations;
  - unforeseen technical complications and similar situations;
  - qualitative rejection by IDA of the products to be supplied;
  - a situation where a third-party performance, important to the performance to be rendered by IDA, is not/not properly/punctually rendered to IDA, and similar situations.
- 16.4. IDA shall notify the Customer in writing of its reliance on force majeure within seven (7) days of the occurrence, with the reasons and circumstances constituting force majeure. The notice referred to in the foregoing sentence shall in any event include (1) the obligations that IDA is unable to perform due to the situation of force majeure, and (2) the expected duration of force majeure.
- 16.5. If the situation of force majeure has exceeded a period of one hundred and eighty (180) days, either IDA or the Customer may terminate the agreement by dissolution, without any judicial intervention being required. In such event the Customer shall not be entitled to any damages.
- 16.6. The customer may not dissolve the agreement, unless (1) the Customer can demonstrate that timing of the performance is of the essence to its business operations, and (2) moreover, the situation of force majeure is not expected to end within the foreseeable future (60 days). In such event dissolution shall be effected in writing not later than five (5) days of expiry of the period referred to in 16.5. In such event the Customer shall compensate the damage suffered by IDA as a result of dissolution.
- 16.7. During the period of force majeure IDA shall take all reasonable measures to arrange termination of the situation of force majeure or to mitigate the adverse effects thereof for the Customer. IDA shall notify the Customer of the measures referred to in the foregoing sentence.
- 16.8. As soon as the situation of force majeure has ended, IDA shall notify the Customer, stating in any event when IDA will resume delivery.



- 16.9. If upon occurrence of the situation of force majeure IDA has already performed, or can perform only, part of its obligations, it may invoice the part that has already been delivered or that can be delivered separately. The Customer shall pay such invoice as if it were a separate agreement. In the event of force majeure IDA shall also be entitled to charge the costs to be incurred by it as a result of such situation of force majeure to the Customer, including but not limited to costs of storage, costs as a result of demurrage, and any lower revenue. Any costs ensuing from the foregoing shall, just as any outstanding invoices in that respect, be paid by the Customer before any obligation can arise on IDA's part - after the situation of force majeure has ended - to deliver the relevant products.
- 16.10. All additional logistic costs caused by force majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Customer and shall be paid to IDA at the latter's first request. If the Customer consistently imputably fails to fulfil one or more of its obligations under the Agreement, without prejudice to its right to compensation for any damage that may have been suffered, IDA can dissolve the Agreement with immediate effect in full or in part after, by registered letter, it has stipulated a deadline to the Client of at least fourteen days for fulfilment of the obligations and upon expiry of that deadline, the Customer has not yet fulfilled its obligations. If, by stipulating such a period, IDA's interests in the undisturbed conduct of its business would be impaired disproportionately, IDA may dissolve the Agreement without observing a time limit.

## **17. Confidentiality**

- 17.1. The Customer is bound to confidentiality regarding information and data received from IDA in the context of an agreement. Information and data shall be deemed to be confidential if so labelled by IDA or if such confidentiality ensues from the nature of the information and/or data, in any event including all information related to incidents and serious side effects as referred to in article 13.

- 17.2. Article 17.1 shall not apply in the event of information that is in the public domain or that the Customer has lawfully obtained, other than through IDA, or if the Customer is required to disclose confidential information to third parties pursuant to a statutory regulation or in the context of performance of its obligations under the agreement.

## **18. Assignment**

- 18.1. Without the prior written consent of IDA, the Customer may not assign its rights and/or obligations under an agreement entered into with IDA to any third parties. IDA shall not unreasonably withhold its consent.
- 18.2. IDA may assign its rights and obligations under the agreements entered into between IDA and the Customer to another (legal) entity, either affiliated with IDA or otherwise, which assignment shall release IDA from its obligations vis-à-vis the Customer. IDA shall notify the Customer of the assignment by registered letter. The Customer hereby agrees with such assignment, if any.

## **19. Consequences of Voidness or Voidability**

- 19.1. If any provision of these General Conditions should be void or nullified, the other provisions of the General Conditions shall remain in full effect, and the parties shall consult to agree on new provisions to replace the void or nullified provisions, observing the intent of the void or nullified provisions to the extent possible.

## **20. Applicable Law and Disputes**

- 20.1. The offers, quotations, supplies and (additional) agreements, and performance thereof, as well as these General Conditions themselves, shall be governed by the laws of the Netherlands.
- 20.2. Any disputes arising as a result of, or in connection with, the agreements with Customers established within the European Union, which are governed by these

General Conditions, or the relevant conditions themselves, as well as their construction or performance, either of a factual or of a legal nature, shall be submitted to the competent court in Amsterdam, the Netherlands, to the extent not dictated otherwise by statutory provisions. Any such disputes arising as a result of agreements with Customers established outside the European Union shall be resolved by arbitration in accordance with the arbitration rules of the International Chamber of Commerce (ICC) in Paris, France. The place of arbitration shall be Amsterdam, and arbitration shall be conducted in the English language. The chairman of the ICC shall, at his option, appoint one (1) or three (3) arbitrators, provided that he will consider the interest of the matter in relation to the arbitration costs to be incurred in his decision.

## **21. Amendment and Location of the Conditions**

- 21.1. IDA may make amendments to these General Conditions, which shall take effect at the announced effective date, save with respect to any orders agreed prior to such date. IDA shall provide the Customer with the amended conditions in good time. If no effective date has been announced, any amendments shall take effect vis-à-vis the Customer as soon as it has been notified or has taken cognizance thereof, save with respect to any orders agreed prior to such date.