

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

## **(Registered at Chamber of Commerce: STICHTING INTERNATIONAL DISPENSARY ASSOCIATION)**

### **1. General**

- 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 – after the Customer's acceptance of the offer or the Customer's placing an order for delivery

– by means of an order confirmation. The order confirmation 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. IDA shall be entitled, if deemed necessary or desirable for proper execution of the order granted, to engage third parties in the performance of the agreement, the costs of which shall be passed on in accordance with the price quotation provided by the relevant third party, or if otherwise stated, according to the agreement between IDA and third party and/or customer.
- 2.3. 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.
- 2.4. 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"].

### **3. Price**

- 3.1. The price of products to be supplied by IDA is communicated in IDA's price indicator or e-catalogue, available to customers. The prices stated in these documents shall only serve as guidelines. The Customer cannot derive any rights from the information in the price indicator or e-catalogue.
- 3.2. Unless specifically agreed otherwise, all prices quoted by IDA shall be 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. Moreover, IDA shall be entitled to charge administrative and handling expenses.

- 3.3. 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.
- 3.4. 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.
- 3.5. 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.

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

- 4.1. Unless agreed otherwise in writing, delivery shall be Ex Works (Incoterms 2010).
- 4.2. 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.

- 4.3. 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.
- 4.4. 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.
- 4.5. As soon as IDA establishes that an agreed 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 agreed 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.
- 4.6. 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.
- 4.7. IDA reserves the right to make changes to (the composition of) the products to be supplied by it, if so required based on amendments to legislation and/or regulations. IDA warrants that any such changes shall not impair the functional characteristics of such products.
- 4.8. The minimum order value shall always be EUR 2,500 (in words: two thousand five hundred euros). Moreover, IDA shall be entitled to determine a minimum order quantity.

- 4.9. 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.

## **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 the currency stated by IDA in the invoice. 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, a bank guarantee (the latter two to be issued by an internationally recognised organisation) or immediate payment in cash.
- 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 late payment, the Customer shall be in default by operation of law as from expiry of the payment term, without any further notice of default being required, and interest shall be due on the payable amount (including *BTW* (Dutch VAT)) as from the date of occurrence of such default equal to the statutory interest for commercial agreements as referred to in in Articles 6:119a and 6:120 BW.
- 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 the interest that has fallen due, and finally to reduce the longest outstanding and 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. Promptly upon taking delivery the Customer shall inspect the products supplied, including packaging, for any visible damage and/or losses. In case of visible defects, these should be reported immediately -and at least within three (3) days - to IDA.

8.2. Any shortcomings, visible defects and/or damage 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.

8.3. In the event of a complaint about the quality of a product and a potential product defect, the Customer shall inform IDA in writing (giving a clear description of the complaint) without delay.

8.4. In the event of a complaint the Customer shall be under an obligation to make a sample of the products and/or batches concerned in the complaint available to IDA. Moreover, the Customer shall provide its co-operation in an investigation by IDA, if needed.



- 8.5. A complaint does not entitle the Customer not to perform its (payment) obligations towards IDA nor to invoke suspension of payment.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.

## **9. Warranty**

- 9.1. IDA warrants that upon delivery the products are free from any major defects in material and workmanship and satisfy the requirements of quantity and quality as shown by the written order confirmation and the applicable product specifications.

- 9.2. Any documentation (including brochures), 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.
- 9.3. 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.
- 9.4. 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.

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

- 10.1. 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.
- 10.2. 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.
- 10.3. If the products supplied are psychotropic and/or narcotics, the Customer shall, prior to delivery, provide IDA with an original copy of the import licence issued

by the authorities of the country of destination, for the purpose of IDA's obtaining an export license.

- 10.4. 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.

## **11. Liability**

- 11.1. IDA's liability to the Customer shall be limited to IDA's obligations as set forth in articles 8 and 9.
- 11.2. 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.
- 11.3. If and to the extent that, despite the provisions of article 11.2, 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."

## **12. Reporting of Incidents and product quality issues**

- 12.1. 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. '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.

- 12.2. The Customer shall report any pharmacovigilance incidents, adverse reactions, special situations (with or without associated adverse drug reactions) and invalid cases 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
- 12.3. 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.
- 12.4. 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.
- 12.5. Without prejudice to the provisions of the foregoing paragraphs, the Customer shall set up and maintain a proper registration procedure with respect to complaints, remarks and questions as to (the quality or use of) the products supplied. The Customer shall promptly notify IDA of any complaint, remark and question that the Customer receives with respect to the products supplied, and shall provide IDA with all related documentation and information. The Customer shall handle any such complaints, remarks or questions only with the prior consent of IDA. In such event the Customer shall handle the relevant complaint, remark or question in accordance with the instructions as provided by IDA in that respect.

### **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 recall, the Customer shall render its full cooperation, so that this recall can be carried out promptly and effectively. This shall include the following:
- After IDA notifying the Customer about the recall, the Customer shall immediately notify IDA of the parties to which the Customer has delivered the products covered by the recall;
  - The Customer shall promptly cease, and not resume, use or sale of any products covered by the recall;
  - The Customer shall, as soon as possible, but not later than twenty-four (24) hours after IDA's communication of the recall, withdraw the products covered by the recall from the market or cease use thereof, isolate the relevant products from other products, and label the relevant products as "in quarantine", so that the products to be recalled cannot be used or sold, and can be collected by IDA;
  - At IDA's request, the Customer shall destroy the products covered by the recall in accordance with IDA's instructions. If IDA requires the foregoing, an IDA representative shall supervise destruction, and the Customer shall submit proof of destruction;
  - The Customer shall carry out stock counts to ensure that all products covered by the recall have been identified and removed from the shelves;

- The Customer shall at all times grant IDA staff and representatives access to its premises to allow them to verify whether the recall has been sufficiently effective. The Customer shall thereby render all assistance to such staff and representatives;
- The Customer shall ensure that its staff directly or indirectly responsible for the recall is aware of the recall procedure set forth herein;
- 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**

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, IDA shall, if the Customer fails to perform, or properly to perform, or to perform in good time, any of its obligations under an agreement with IDA and/or these General Conditions, 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 10 (Use of Products by Customer (Obligations/Indemnifications)), 11 (Liability), 12 (Reporting of Incidents), 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, and similar situations;
- uprising, terrorism, revolution, rebellion, civil war or acts by military or paramilitary troops or 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;
- incident involving war ammunition, explosives, radiation or radioactivity, and similar situations;
- natural disasters, such as earthquakes, flooding, hurricanes, typhoons, lightning strikes, volcanic activity, epidemics, and similar situations;
- restrictive government measures, and similar situations;
- obstructions by third parties, and similar situations;
- transport problems (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;
- stagnation as a result of frost and other weather influences;



- a situation where a third-party performance, important to the performance to be rendered by IDA, is not/not properly/not 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 part of its obligations or can perform only part of its obligations, it may invoice the part that has already been delivered or that can be delivered separately, and 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.

## **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 12.

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 force and effect, and the parties shall consult to agree on new provisions to replace the void or nullified provisions, observing the purport and 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.