



BUS & COACH

GENERAL PURCHASE CONDITIONS VDL BUS & COACH BV

1 GENERAL

- 1.1 These general purchase conditions (hereinafter 'GPC') apply to all information requests, requests for tender, offers and agreements whereby VDL Bus & Coach or one of its subsidiaries (hereinafter 'VDL') purchases goods or services from another party (hereinafter 'other party') or otherwise gives an assignment to the other party.
- 1.2 The nullification or nullity of any provision in these GPC does not affect the validity of the remaining clauses.
- 1.3 In case of any conflict or nullity of any clause of a purchase order, the agreement or the GPC prevails said purchase order over the agreement and the agreement over the GPC.
- 1.4 In the event that VDL alters its GPC, it is entitled to declare this amended version applicable to the current agreement(s) with the other party, agreements following from it and the performance thereof. In the event that the other party is prejudiced in its reasonable interests in respect of one or more provisions of the amended GPC, it is entitled to protest against the applicability of the specific amendments within fourteen days after receipt of the amended GPC. The specific amendments will then not be applied, or will be applied in mutual consultation. The other amendments will remain fully applicable. If the other party fails to make use (in a timely manner) of the aforementioned entitlement, the amended GPC will be deemed fully accepted by the other party.
- 1.5 Any deviations from these conditions as applied or tolerated by VDL at any time for the benefit of the other party will never give the other party the right to invoke such deviations at a later time or to claim the applicability thereof as established.
- 1.6 If these GPC are drawn up in multiple languages, the Dutch version of these GPC prevails in case of any contradiction.

2 FORMATION OF THE AGREEMENT

- 2.1 The agreement and all amendments and additions thereto are only binding on VDL if agreed in writing by the authorized representative of VDL, either or not through a (partial) purchase order. This also includes contract extras and price changes.
- 2.2 VDL's request to the other party for information, a tender, an offer or a quotation is at all times revocable and non-binding. A quotation, price offer or other offer issued by the other party, either or not in the context of a tender is made at the offerer's expense and considered as an irrevocable offer with a validity of at least three months.
- 2.3 After acceptance of the offer by means of a purchase order, this must be confirmed by the other party within three days. The order confirmation contains at least the following data: (i) purchase order number, (ii) VDL item number with a traceable link to the manufacturer's name, manufacturer's item number with accompanying HS encodings and net weight in kg per item, (iii) the relevant numbers of the drawings, (iv) VAT number, (v) all applicable Material Safety Datasheet(s) with regard to hazardous substances and (vi) time and place of delivery (DDP Incoterms 2010). In case of any delivery crossing the border of the EU, the total net and gross weight per package must be specified as well.
- 2.4 In the event that the other party is approached by a person working for VDL, with the intention of purchasing goods and/or services from the other party that fall outside of the scope of an existing agreement, the other party will immediately contact his contact person at VDL and inform him with regard to the aforementioned request for quotation and it will not process this prior to VDL's written approval.
- 2.5 In case of year-on-year volume increase(s) and/or in case of commitment of larger volumes over a longer period, VDL reserves the right to renegotiate applicable arrangements and to terminate the agreement in case of the absence of a further agreement.

3 PRICES AND PAYMENT

- 3.1 Unless agreed otherwise in writing between parties, all agreed prices cannot be unilaterally changed or increased and are:
 - exclusive of VAT;
 - inclusive of costs for DDP transport in conformity with agreed place of delivery (Incoterms 2010) including track & trace option, loading and unloading, maintenance until the moment of delivery, travel and subsistence, adequate insurance, packaging and possible repossession of packaging by the other party, as well as including costs and rights for import and export and possible taxes and levies, including a compensation for any intellectual property rights and all other costs and charges of the other party that are directly and/or indirectly related to the deliveries and/or services of the other party.
- 3.2 All conditions agreed between the other party and VDL also apply to sub-suppliers of VDL if they directly purchase from the other party with VDL's prior written permission.
- 3.3 Unless agreed otherwise in writing, payment by VDL will be made within thirty (30) days at the end of the month after receiving the invoice, but only if the other party has complied with all its obligations. In the event that VDL ensures payment of the invoice within fourteen (14) days, it will get a payment discount of 2%. Payment by VDL will never lead to waiver or limitation of its rights with respect to the other party.
- 3.4 If the delivery of a good takes place earlier than agreed or if the activities are carried out earlier than has been agreed, payment will still take place as if delivery took place in conformity with the agreed terms.
- 3.5 VDL is entitled to set off the amounts it owes to the other party with the amounts it has to claim from the other party, also if said claim does not arise from the same legal relationship. If, in case of settlement, amounts denominate in various currencies, VDL will determine in which currency the settlement will take place. Amounts will be converted at the official exchange rate, valid on the day payment is due or the settlement takes place, unless agreed otherwise.
- 3.6 VDL has the right to suspend payment if the other party fails to comply with its obligations under the agreement, including these GPC, such without prejudice to the other rights accruing to VDL.
- 3.7 The other party hereby unconditionally and irrevocably grants VDL permission to transfer its debt(s) to a third party, belonging to the concern of the VDL group, in order to allow settlement.
- 3.8 Claims of the other party against VDL cannot be transferred or pledged to a third party without prior written permission of VDL.
- 3.9 The other party is obliged at all times to inform VDL with regard to orders of third parties that might affect the prices and the capacity of the other party vis-à-vis VDL.

4 WARRANTY

- 4.1 The other party guarantees that all supplied goods and services (also including software) answer to the agreement and therefore possess the characteristics and functionality which VDL could expect based on the agreement. The goods must therefore be manufactured to a high standard, be of proper quality and free of defects.
- 4.2 When the other party, even partially, takes care of the design, the other party is fully responsible and liable for any shortcoming in the functionality, the quality and the technical correctness of the design.
- 4.3 Insofar as the supplied goods contain software, the other party guarantees that they do not contain open source software. Open source software is (a) any software that requires as condition of use, modification and/or distribution of such software, that such software: (i) is published and distributed in source code form; and/or (ii) is licensed for the purpose of creating derivative works; and/or (iii) can only be redistributed free of enforceable intellectual property rights; and/or (b) any software that contains, is derived from, or statically or dynamically linked to any software defined under (a).
- 4.4 Each delivery to VDL must be and remain free of silicones, silicon-based agents or any other surface active agents and must, unless agreed otherwise in writing, be accompanied by a confirmatory test certificate thereof.
- 4.5 The activities to be carried out by the other party (among other things, installation, mounting, knowledge transfer, assembly, commissioning) and other services to be carried out will occur in conformity with the requirements of good workmanship. The other party guarantees that these activities and services will be carried out in accordance with the appropriate or agreed requirements so that the result intended by VDL will be achieved.
- 4.6 The supplied goods and the services carried out by the other party will comply with all agreed and applicable statutory regulations in the field of health, safety, environment, working conditions etc., applicable both in the country where VDL has its registered office and in the country for which the goods are destined and/or the services are carried out, the latter if the other party is informed of said destination or is otherwise reasonably known to it.
- 4.7 During the agreed warranty term, which at least lasts up to 3 years after occupation, the other party guarantees the absence of any visible or invisible defects. The warranty period will be extended by a period that is equivalent to the period(s) during which the goods cannot be fully or partially used as a consequence of a defect. New warranty periods equal to the one mentioned in the previous sentence will also apply to the goods or works provided as a replacement, as well as to replaced or repaired parts of said goods, including the parts of the goods or works that can be affected by replacing or repaired parts.
- 4.8 If a defect arises during a warranty period, VDL is entitled to desire that the other party, at VDL's first request, for its own account and risk, repairs all defects arising during the warranty period and/or replaces the goods, works, or faulty parts hereof within 5 calendar days after notification, without prejudice to the other rights to which VDL is entitled.
- 4.9 The other party is obliged to keep spare parts in stock during the usual lifespan and to deliver it on a call-off basis.
- 4.10 The other party guarantees that it carries out the agreed performances itself and does not outsource it to third parties, which also means the parties affiliated to the other party, unless explicitly determined otherwise in the agreement with VDL, in which case the other party always remains responsible and liable.
- 4.11 The other party guarantees that all goods, materials and parts of VDL are stored separately and can at least be visually recognized as being VDL's property, and will administer these with due care.

5 DELIVERY

- 5.1 Transport of goods including return consignments and packaging takes place for the account and risk of the other party.
- 5.2 Any agreed delivery or performance time is a final deadline. When a calendar week has been agreed as a deadline, the latest delivery date that applies is the last Friday of that specific week at 12.00 hours local time at the delivery address to be indicated by VDL in advance. Therefore, after the expiry of this deadline, the default commences by law and without prior notice of default. Unless agreed otherwise in writing, the other party is not entitled to make partial deliveries or partial performances. VDL is entitled to return partial deliveries not agreed on and/or goods that do not correspond with the specifications (including number of units) to the other party without prior notification and for the account and risk of the other party.
- 5.3 In case of late delivery, the other party forfeits an immediately due and payable penalty of an amount equivalent to 10% of the contract value of the agreement for the benefit of VDL without judicial intervention and/or notice of default for each violation, as well as a penalty of 0.3 % of the contract value of the agreement, per day this shortcoming continues, the latter penalty with a maximum of 10% of the contract value, without prejudice to the right of VDL to claim compensation for the full damage or claim performance instead.
- 5.4 VDL is entitled to move the delivery date, in which case the other party will guarantee additional storage and adequate insurance of the goods for its own account and risk.
- 5.5 When offering transport and transporting hazardous substances, the other party must strictly comply with the applicable national and international laws and regulations. In case of an order confirmation to VDL the other party will provide all Material Safety Data Sheet(s) as well as such written information about the composition of the hazardous substances so that, when transporting, storing and processing it, the applicable laws and regulations can be complied with. The other party cannot invoke any information provided by VDL with regard to the aforementioned laws and regulations to release itself from its obligations.





BUS & COACH

- 5.6 Delivery of goods takes place in conformity with DDP (Incoterms 2010), unless agreed otherwise in writing, including track & trace option, and loaded on a date, time and place to be determined by VDL, provided with its regular proper product packaging and in a proper, completely protective, functional transport packaging, in conformity with applicable laws and regulations (inter alia, in the country of delivery) and any other instructions of VDL, subject to its offering of all required documents stating (i) purchase order number(s), (ii) item number(s) of VDL provided with traceable link to manufacturer's name, manufacturer's item number(s), or in case there are no item number(s) of VDL, own item number(s) of the supplier traceable to the manufacturer's name, manufacturer's item numbers with accompanying HS encoding(s) and (iii) addition of applicable Material Safety Data Sheet(s).
- 5.7 All drawings and documents drawn up by the other party to carry out the work must immediately be updated and delivered to VDL in their final version and no later than one week before the delivery of the goods and services take place.
- 5.8 The other party guarantees that all identification requirements specified on the drawing-bill of materials or in other documents are strictly maintained. Therefore, the goods must be clearly identified and separated from all other goods. In case of non-compliance with the identification requirement, the other party can be required to still bring the identification to the place of delivery within 24 hours.
- 5.9 If it has been agreed, contrary to the principal regulations of article 5.5, that the goods are collected by or on behalf of VDL, the other party must guarantee the loading for its own account and risk, without VDL owing the other party any compensation for that.
- 5.10 If the other party does not deliver the supplied goods, does not deliver it in time, delivers it incorrectly or if the supplied goods do not meet the requirements of VDL, VDL has the right to (i) freely alternative compensation, (ii) still claim fulfilment or (iii) the right to terminate the agreement and suspend its obligations, without prejudice to all other rights arising from the law to which it is entitled.
- 6 TRANSFER OWNERSHIP AND RISK, SPECIFICATION**
- 6.1 The risk for goods sold and/or delivered to VDL by or on behalf of the third party, for the benefit of or by order of VDL is for the other party until the moment that these goods are expressly - by notification of VDL for receipt on the delivery documentation - collected by VDL. If VDL takes receipt of goods or collects goods or has goods collected, this does not imply that they have been approved by VDL. This approval can only be given by VDL on the condition that and after the final customer of VDL has given VDL its consent for this. This approval is deemed to have been given if VDL has not expressed its objections within 3 months after receiving the goods.
- 6.2 If and insofar as not expressly agreed otherwise in writing, and without prejudice to what has been provided in article 6.1 with regard to the risk, the property of the goods that have to be delivered by the other party to VDL will transfer to VDL at the moment that they have been unloaded at the place where they must be delivered pursuant to the purchase order/agreement.
- 6.3 If VDL makes goods available to the other party for processing or for combining or mixing with goods not owned by VDL, those first mentioned goods will remain property of VDL, respectively, the goods arisen due to processing, combining accession, specification or mixing will become property of VDL and are specified as such so that the property of VDL is easy, at least visually identifiable.
- 6.4 The other party is not entitled to alienate goods referred to in article 6.3 or to encumber, to lease, to provide to third parties or to have it used by third parties, is not entitled to serve these goods as security and is not entitled to (have) these goods processed or to combine or mix them with other goods or to carry out (or have carried out) acts with regard to these goods in such a way they these would become part or component part of one or more goods that are not the property of VDL.
- 6.5 Without prior written permission of VDL, the other party will not bring goods provided by VDL outside its premises.
- 7 SPECIFIC EQUIPMENT AND MATERIALS**
- 7.1 If VDL does not provide the other party with equipment necessary for the other party to perform the agreement with VDL, there will be a loan agreement, which can be terminated by VDL at any time. Subsequently, the other party will return to VDL or destroy the equipment provided to it by VDL for its own account and risk or at first request. The other party is liable for loss and damage that occurs to the equipment.
- 7.2 The other party is obliged, at its own expense, to guarantee the maintenance and any necessary repairs of the equipment provided by VDL so that its functionality is safeguarded.
- 7.3 The foregoing also applies to the semi-manufactures provided by VDL and other materials owned by VDL.
- 7.4 The dies, moulds, shapes, stamps, models, drawings, specifications, instructions, inspection regulations and such provided by or on behalf of VDL remain the property of VDL and must be immediately returned by the other party at the first request of VDL. VDL reserves all rights concerning the intellectual property with regard to these documents. The other party is obliged to keep these, separate them from objects belonging to itself or third parties and make them known as the property of VDL.
- 8 INSPECTION AND CHANGES**
- 8.1 VDL is entitled, yet not obliged, to inspect the goods during the execution of the work as well as before transmission and on delivery at the place indicated by VDL. The other party will lend its full cooperation to this. The other party cannot derive any rights on the inspection and the inspection does therefore not release it from any obligation. This right is also at all times vested in the party that gave the order for the final product, if this does not concern VDL, and must therefore be considered as a third-party clause. In the event that VDL establishes that the performance of the agreement has been inadequate because, for example, the agreed working method, planning and protocols are not observed, VDL has the rights provided by article 5.8.
- 8.2 The other party will independently carry out all necessary tests and inspections to guarantee the quality of the goods and services to be delivered to VDL. If requested by VDL, the other party will draw up and submit the necessary reports. Before sending or loading all goods to be delivered to, by order of or for the benefit of VDL, the other party is obliged to inspect, check or test these in order to establish that they fully comply with what is agreed between parties and to digitally provide the documents that relate to this inspection, check or test immediately after the aforementioned inspection, therefore before sending or loading, on the email address indicated by VDL for that purpose and in conformity with instructions.
- 8.3 The other party will only proceed to (serial) production if VDL has approved the first samples. An approval from VDL will not in any case imply, prior to the start of the (serial) production, that the other party has been released from its obligations and is indemnified against the guarantees and liability to be issued by the other party.
- 8.4 In case of any changes in production due to (a subcontractor of) the other party that might affect the goods or services (including, but not limited to amendments in the quality, functionality, dimensions or other features, reduction, termination or gradual phasing out of the production of a good or a part thereof, or change of a subcontractor or a supplier), the other party must inform VDL thereof in writing no later than six (6) months before the scheduled change, whereby the change - of whatever nature - will be described in detail by the other party with regard to the old and new situation, also stating the manufacturer's name and the old and new item numbers of the manufacturer and the time of delivery.
- 8.5 In a particular case, VDL is entitled in case of termination of the production of a good to still order this good against the agreed condition (including the price), as long as the good is still being produced.
- 8.6 The delivery of (spare) parts, sufficient for each order, is guaranteed by the other party in conformity with article 4.8. The spare parts will be manufactured with technologies and materials that are of equivalent or better quality as that of the products manufactured in the serial (production).
- 9 LIABILITY AND FORCE MAJEURE**
- 9.1 The other party is liable for all damage (including, inter alia, property, personal, business and further consequential damage) that may arise for VDL as a consequence of non-compliance, late or incomplete compliance with the obligations of the other party pursuant to the agreement including these GPC.
- 9.2 The other party is liable for all damage as a consequence of any defect in supplied products and/or services carried out, or as a consequence of any act or omissions in connection with the performance of the agreement and the other party will indemnify VDL against all claims arising from this (of third parties, inter alia).
- 9.3 The product liability in respect of the goods, equipment or systems supplied or used, either or not processed by the other party for the performance of the agreement, all this in the broadest sense of the word, is entirely held by the other party. The other party indemnifies VDL against claims by third parties that arise from, or are related to the goods, equipment or systems used or delivered by the other party.
- 9.4 The other party is obliged to conclude an adequate insurance in order to cover damage, which is sufficient to guarantee that VDL will be compensated for all damage, costs and claims resulting from any act or omission on the part of the other party or third parties engaged by the other party. At VDL's request, the other party will submit pieces of evidence of the existence of this insurance.
- 9.5 Any liability of VDL vis-à-vis the other party or any other third party is always limited to the amount that is paid in the specific case based on the liability insurance concluded by VDL, plus the amount of the own risk.
- 9.6 The other party is not obliged to comply with any obligation vis-à-vis VDL if it is prevented from doing so as a consequence of force majeure. Force majeure of the other party does not include an attributable shortcoming in the fulfilment of a commitment by third parties contracted by the other party, financial problems at the other party, frost, traffic disruptions, loss or damage during transport, disruptions in supply of energy, defects in machinery, lack of resources, production materials and/or workers, work strikes in the company of the other parties or of third parties included. During the period that the force majeure continues, the other party may suspend its obligations under the agreement.
- 9.7 In the event that the agreement is terminated due to force majeure, VDL is entitled to take over from the other party the semi-manufactures, order-specific raw materials, auxiliary materials, basic materials and tools of the other party related to the delivery to VDL, to a compensation of reasonable and substantiated costs demonstrably incurred by the other party.
- 9.8 The other party is obliged to immediately inform VDL in writing of when the other party foresees or reasonably should foresee that it will fail in the compliance of one or more of its obligations, stating the reason and the probable duration of such failure. If the other party does not, not in time and/or fully comply with the obligations from this article he cannot invoke force majeure in this regard.
- 10 INTELLECTUAL AND OTHER PROPERTY RIGHTS**
- 10.1 The other party guarantees that it does not infringe intellectual property rights of VDL and those of third parties. The other party indemnifies VDL against all damage suffered by VDL as a consequence of an infringement including all claims and damage of third parties relating to infringements of intellectual property rights.
- 10.2 The supplier guarantees that all required licenses are and will remain valid in relation to the goods and that the scope of such licenses will sufficiently cover the intended use of the goods and will cover the right of transfer and the right to grant sublicenses.
- 10.3 In the event that the other party must cease its activities for VDL as a consequence of an infringement of intellectual property rights of third parties, the other party will offer VDL the following alternative solutions at its own costs: (i) replacing or changing the activities in such a way that there is no longer any infringement, with preservation of performances that are at least equivalent to that of the previous activities or (ii) undoing the activities and deliveries previously carried out and repay VDL for that, without prejudice to the other party's obligation to compensate VDL for any damage it has suffered as a consequence of the infringement.



BUS & COACH

- 10.4 The other party will only use all data and information received from VDL for the performance of the agreement and is not entitled to use this information for different purposes. All this data and information carriers (including data files) remain the property of VDL and will, including any copies, immediately be returned to VDL at its first request.
- 10.5 The other party is obliged to transfer the ownership of the delivered good - including all goods or working methods designed and/or manufacture for or by order of VDL, entailing all used drawings, texts, designs, manuals, samples, stamps, auxiliary equipment, calculations, software, dies, moulds, shapes loan packaging and other documents and data carriers - free of all special charges and restrictions, such as rights in rem of third parties or restrictions arising from copyrights, patents and brands or restrictions arising from an agreement, such as rent and qualitative commitments. The agreement and therefore also the agreed price includes this transfer of ownership (including the costs associated with converting it to the agreed format(s)). The above cannot be used, copied or distributed for purposes other than the performance of the order(s) placed by VDL, without permission of VDL.
- 10.6 All drawings and documents drawn up by the other party to carry out the work are the exclusive property of VDL and cannot be used by the other party afterwards, with exception of the documents that fall under the rights of the other party or third parties based on a previously originated intellectual property right.
- 10.7 The other party is obliged to immediately inform VDL of any infringements of third parties of rights of VDL. The other party is not allowed to create a pledge on goods of VDL for the benefit of a third party.
- 10.8 The third party is not allowed, without prior written permission of VDL, to register an intellectual property right that arises from activities carried out by the other party for the benefit of VDL.
- 11 CONFIDENTIALITY**
- 11.1 The other party, its personnel and/or the third parties engaged by it are obliged at all times to observe strict confidentiality with regard to all information concerning VDL which the other party could obtain in connection with each request for information, request for tender, agreement or the performance thereof. This duty of confidentiality also comprises all data of clients and/or other business relations of VDL, of which the other party takes cognisance in the context of its position. The other party is prohibited, without express written permission of VDL, to copy or multiply the aforementioned information, cede it to third parties in any form or by any means and/or to use it for its own use or for the use of third parties, or to disclose it in any other way.
- 11.2 Without prior written permission of VDL, the other party or the third parties engaged by it will never provide any information about (requests for tender or agreements with) VDL and/or its clients to third parties, neither for publicity purposes, nor for other reasons. Furthermore, the other party is only entitled to use the information provided by VDL for the performance of the agreement between the other party and VDL. If the other party wants to engage third parties in the performance of the agreement, a third party also means a party affiliated to the other party, it must request VDL's approval for this at least 15 days in advance and obtain it in writing before the third party is allowed to carry out activities.
- 11.3 In case of violation of the obligations arising from this article 11, the other party forfeits an immediately due and payable penalty in the amount of € 25,000 for each violation, for the benefit of VDL, without judicial intervention and/or notice of default, and an amount of € 5,000 for each day or part of a day on which the violation continues, without prejudice to the right of VDL to claim compensation for the full damage or to claim fulfilment instead.
- 11.4 That what has been included in this article 11 will also apply after the end of the agreement between the other party and VDL.
- 12 CANCELLATION AND TERMINATION**
- 12.1 Agreements that were concluded can be cancelled by VDL at any time. Should VDL, despite its contractual right to cancellation, still be liable for that vis-à-vis the other party in any way, this liability is limited to reasonable and substantiated expenses demonstrably incurred by the other party. The following costs and only these costs are eligible for compensation if:
- the costs are necessarily incurred within the framework of the agreement with VDL;
 - VDL was familiar with the engagement of third parties and the related costs at the time of conclusion of the agreement;
 - the agreement with these third parties can demonstrably no longer be cancelled at the time of cancellation by VDL;
 - the other party can submit specified notes of these expenses as well as the proof of payment;
 - the relevant services carried out by third parties or delivered goods are demonstrably not usable in any other way for the other party.
- In any case, the other party is not entitled to compensation of loss of profits and the liability of VDL is limited up to a maximum of 15% of the price specified in the agreement or the purchase order if the latter deviates, in which context it holds that the lowest price applies in the context of the liability of VDL.
- 12.2 Without prejudice to the rights to which VDL is entitled based on the law or the agreement, VDL has the right to fully or partially terminate the agreement in the event that the other party is declared bankrupt, applies for moratorium of payment, or loses the power of disposal over its assets or parts thereof due to attachment, placing under guardianship or otherwise, the other party is dissolved when this party is a legal entity, or a decision to termination with regard to the other party is or has been taken or the other party goes into liquidation or a decision with regard to the liquidation of the other party is or has been taken, the other party with a third party, including a party affiliated to the other party, merges or is taken over by a third party, the legal form of the other party changes, or an essential change occurs in the activities of the other party, such without judicial intervention and without any notice of default. VDL is not liable for any damage as a consequence of this termination.
- 12.3 In the event that the agreement is terminated, VDL is entitled to take over from the other party all specific goods of the other parties related to the delivery to VDL, including but not limited to semi-manufactures products, order-specific raw materials, auxiliary materials, basic materials and tools to an exclusive compensation of the verifiable, reasonable costs actually incurred and substantiated by the other party.
- 13 ORDER, SAFETY AND ENVIRONMENT**
- 13.1 The other party, its employees and any persons/third parties engaged by it with written permission of VDL, is/are obliged to observe the statutory safety, health and environment regulations. The consequences of violation of any regulation under the performance of an agreement are fully for the account and risk of the other party.
- 13.2 The other party, its employees and any persons/third parties engaged by it with written permission of VDL, is/are obliged to strictly observe the company regulations and rules of VDL in the field of safety, health and environment or otherwise.
- 13.3 The other party declares in accordance with the European chemicals regulation REACH, that all goods and products ordered by VDL are registered or preregistered according to the aforementioned legislation. The other party confirms that the goods delivered by other parties do not contain any substances of high concern, as included in chapter 14 of REACH.
- 13.4 As mentioned in article 13.3, the other party must observe the European regulation on Chemical REACH. If there are safety data sheets available for a product and/or its packaging, the other party must directly hand over these sheets of each product to VDL prior to delivery and make it digitally available to VDL.
- 14 DISPUTES**
- 14.1 All disputes in relation to or further to the agreement will be settled, at the discretion of VDL, by the court that has jurisdiction based on the statutory rules on jurisdiction, or by the competent court in the district of the place of VDL's actual principal place of business (district of Oost-Brabant). If the other party is a party whose registered office is located in a state that does not recognize the decision of a Dutch court, disputes will be settled before arbitration by the rules of the Dutch Arbitration Institute. In that case, the place of arbitration will be Eindhoven and the proceedings will be conducted in the English language.
- 15 APPLICABLE LAW**
- 15.1 The legal relationship between VDL and the other party is exclusively governed by Dutch law.
- 15.2 The Vienna Sales Convention 1980, as it came into force in the Netherlands on 1 January 1992, does not apply.