

5.3 If any of the Goods are not delivered within the agreed time for delivery in conformity with the Agreement and at the agreed place, the Supplier shall be liable to pay to SLOE CENTRALE, without any prior warning or notice being required, 1% of the total value of the underlying purchase order for each calendar day until correct performance.

General Terms and Conditions for the Purchase of Goods and Services

Clause 1 Definitions

SLOE CENTRALE:	SLOE CENTRALE B.V., a limited liability company registered at the chamber of Commerce (KvK) with number 22063828;
Supplier:	the party making an offer to SLOE CENTRALE or entering into an Agreement with SLOE CENTRALE;
Agreement:	the agreement between SLOE CENTRALE and the Supplier governed by these General Terms and Conditions;
Goods:	goods and any associated services, or services;
General Terms and Conditions:	these General Terms and Conditions for the Purchase of Goods.

The Supplier shall pay the penalty to SLOE CENTRALE on first demand. Payment of the penalty shall be without prejudice to any other rights or remedies of SLOE CENTRALE, including the right to demand specific performance of the obligation to deliver the Goods in conformity with the Agreement and the right to claim damages to the extent that the actual loss or damage exceeds the amount of the penalty.

5.4 Any penalty due by the Supplier shall be deducted from the amounts payable by SLOE CENTRALE, regardless of whether the claim for payment has been assigned to any third party.

5.5 As soon as the Supplier becomes aware or suspects that it will be unable to meet the terms of the Agreement, the Supplier shall send written notice to SLOE CENTRALE without delay. Any such notice shall indicate why the Supplier cannot or may not be able to meet its obligations. The Supplier and SLOE CENTRALE shall thereafter discuss how further to proceed, it being understood that the final decision in this regard shall lie with SLOE CENTRALE, without prejudice to the rights of SLOE CENTRALE by law or under the Agreement.

5.6 Deliveries made by the Supplier shall be accompanied by all information required for proper use of the Goods and by all inspection, testing, examination and warranty certificates and documents that may be available.

No inspection, testing or examination of the Goods under the terms of Clause 13 shall be construed as constituting delivery, acceptance or any transfer of the risks of loss or damage.

Clause 2 Scope

- 2.1 These General Terms and Conditions shall govern all requests for quotations, offers and Agreements in which SLOE CENTRALE acts as the purchaser of Goods.
- 2.2 Applicability of the Supplier's general terms and conditions, or any other terms and conditions used by the Supplier, is hereby expressly rejected.
- 2.3 Any deviations from these General Terms and Conditions shall be valid only if agreed in writing between SLOE CENTRALE and the Supplier.
- 2.4 These General Terms and Conditions can be downloaded from the website of SLOE CENTRALE and are available for inspection at the offices of SLOE CENTRALE. SLOE CENTRALE shall provide a copy of these GTC on request at no cost.

Clause 6 Quality and Warranties

6.1 The Supplier warrants that the Goods supplied conform to the agreed specifications and shall be new, free of defects, fit for their intended purpose and in compliance with all relevant legal and governmental requirements and with the safety and quality standards applicable within the industry, unless otherwise agreed upon in writing between SLOE CENTRALE and the Supplier.

6.2 The Supplier's warranty on the Goods shall be valid for at least one (1) year. Expiry of the warranty term shall not, however, prejudice any of the rights conferred on SLOE CENTRALE by law or under the Agreement. While effective, the agreed warranty shall involve at least an obligation for the Supplier to remedy any shortcoming by repair or replacement reported by SLOE CENTRALE to the Supplier in writing within the warranty period, and to do so as soon as possible and at the Supplier's own expense (including any associated costs). As regards any modified, replaced or repaired Goods or parts supplied under the terms of this warranty, the full warranty period shall revive.

6.3 No approval and/or acceptance by SLOE CENTRALE of any drawings, specifications, diagrams or other information shall detract from the Supplier's responsibility to ensure that the Goods are in conformity with the Agreement.

Clause 3 Quotations, Offers, Agreements

- 3.1 All price quotations and offers issued or made by the Supplier shall be irrevocable, and shall remain valid for thirty (30) days from the time of their receipt by SLOE CENTRALE, unless a specific request for a price quotation or offer states a different term.
- 3.2 If a price quotation or offer issued by the Supplier is followed by a written order from SLOE CENTRALE, the Agreement shall be deemed to have been concluded with SLOE CENTRALE's dispatch of the written order to the Supplier.
- 3.3 The Supplier shall confirm the order in writing whenever SLOE CENTRALE so requests, in which case the Supplier shall be obliged to provide any such confirmation within fourteen (14) days.
- 3.4 Where orders are to be fulfilled under a master agreement, an Agreement shall be deemed to have been concluded whenever SLOE CENTRALE dispatches a relevant order for a (partial) delivery of Goods under and in accordance with the master agreement.
- 3.5 Any of the procedures described above may also be implemented using electronic messages (such as EDI or Email) or fax messages, and any such messages shall be regarded as written communications.
- 3.6 All plans, drawings, models, specifications, instructions, inspection requirements and the like provided or approved by SLOE CENTRALE for the performance of the Agreement, irrespective of their form and regardless of whether they were provided or approved before or after the Agreement was entered into, shall also constitute part of the Agreement.

Clause 7 Environment, Safety & Health

7.1 When issuing an offer or quotation, the Supplier undertakes to provide the fullest possible information on any adverse environmental aspects of the Goods, either on its own initiative or at SLOE CENTRALE's first request, prior to the placing of order. The requisite information is not limited in any regard and shall include data on raw materials, the product, packaging and potential polluting aspects at the end of the economic life of the Goods.

7.2 The Supplier and its employees and sub-suppliers shall duly observe all applicable safety, health and environmental rules in connection with the Agreement and the Goods. The same applies to any company rules and regulations adopted by SLOE CENTRALE in the fields of safety, health and the environment.

7.3 The Supplier shall be liable for any damage caused by or in connection with any non-compliance with the provisions of Clauses 7.1 and 7.2.

7.4 The Supplier is aware of the fact that SLOE CENTRALE intends to purchase products from suppliers who guarantee high quality and efficiency levels.

Clause 4 Prices

- 4.1 Prices shall be fixed and are expressed in Euros and exclusive of value added tax, unless otherwise agreed upon in writing between SLOE CENTRALE and the Supplier. The Supplier shall be liable for all taxes and levies due in respect of the Goods supplied with the exception of value added tax.
- 4.2 Prices shall include all costs relating to the Supplier's performance of its obligations, including the costs of transport, clearing, insurance and packaging (except for any loan packaging), any subcontractors, travel- and hotel expenses.

Clause 8 Packaging and Dispatch

8.1 All Goods that are not subject to specific packaging or dispatch requirements shall be packaged properly, in accordance with industrial practices, in a manner suitable for transport and storage or transshipment. All Goods that are subject to specific packaging or dispatch requirements shall be packaged in accordance with such requirements.

8.2 All packaging shall be marked in accordance with SLOE CENTRALE's instructions, showing at the very least SLOE CENTRALE's order number, the product name, the factory article code, the quantity and the name of SLOE CENTRALE's contact. All packaging, except for loan packaging marked as such by the Supplier, shall become the property of SLOE CENTRALE at the moment of delivery.

8.3 SLOE CENTRALE may, however, waive its right to ownership and oblige the Supplier to take back the packaging.

8.4 Loan packaging and packaging of which SLOE CENTRALE declines to accept ownership shall be returned at the Supplier's risk and expense to a destination reported by the Supplier. Should the Supplier fail to report such a destination, SLOE CENTRALE shall have the right to return the packaging to the Supplier's address at Supplier's cost.

The Supplier shall be liable for any loss or damage resulting from or associated with any delivery of Goods not packaged in accordance with the provisions of Clause 8.1.

Clause 5 Delivery

- 5.1 In this Clause, the term 'delivery' shall be understood to include partial deliveries. Partial deliveries shall be permitted only if expressly authorised by SLOE CENTRALE in writing.
- 5.2 Delivery shall take place at the agreed time and place, DDP SLOE CENTRALE, Rithem (Incoterms 2000). The Supplier shall be in default immediately if it exceeds an agreed time for delivery.

Clause 9	Ownership and Risk of Loss or Damage	in which the Agreement has been performed. Payment shall in no way constitute any waiver of rights.
9.1	Subject to the provisions of Clause 13.6, ownership and the risk of loss or damage to the Goods to be delivered shall pass to SLOE CENTRALE at the moment of delivery (<i>i.e.</i> as soon as the Goods are accepted by SLOE CENTRALE at the agreed place of delivery).	12.3
9.2	Contrary to Clause 9.1, ownership of any Goods to be delivered shall pass to SLOE CENTRALE at the moment that any full or partial payment is made in respect of those Goods or when SLOE CENTRALE requests a transfer of ownership prior to their physical delivery. The Supplier shall take any required or requested action to effect the transfer of ownership, and the Supplier shall identify the Goods in question as property belonging to SLOE CENTRALE and shall indemnify and hold SLOE CENTRALE harmless from and against any loss, damage or the performance of rights asserted by any third party. Between the transfer of ownership and the moment of physical delivery, the risk of loss or damage to the Goods shall remain with the Supplier. The Supplier shall be obliged to insure the Goods referred to in the previous sentence against all risks and at its own expense.	Clause 13
9.3	Before making any payment for the Goods, SLOE CENTRALE may require the Supplier to provide an unconditional and irrevocable bank guarantee, to be issued at the Supplier's expense by a bank acceptable to SLOE CENTRALE, as security for the performance of the Supplier's obligations in lieu of or in addition to the transfer of ownership.	Inspection, Testing and Examinations, Goods that are not in conformity with the Agreement
Clause 10	Changes	13.1
10.1	SLOE CENTRALE may require the Supplier to make changes in the nature and quantity of the Goods to be delivered, provided that such changes are fair and reasonable. Changes shall not be considered fair and reasonable if it may reasonably be assumed that the Supplier would not have entered into the Agreement had the Supplier known the nature of the changes beforehand. SLOE CENTRALE shall specify any required changes to the Supplier in writing.	SLOE CENTRALE may inspect, test and examine the Goods before, upon and following delivery. To this end, the Supplier shall grant SLOE CENTRALE or its authorized representatives access to the places where the Goods are manufactured or stored, and shall lend its full cooperation to the relevant inspection, testing or examination desired by SLOE CENTRALE. Cooperation in this regard shall also include the provision of all requisite documents and information, at the Supplier's expense.
10.2	Within fourteen (14) calendar days of SLOE CENTRALE having sent a specification of changes as referred to in Clause 10.1, the Supplier shall notify SLOE CENTRALE of the ensuing price and delivery implications. SLOE CENTRALE shall have the right to dissolve the Agreement if the price and term of delivery are not acceptable to SLOE CENTRALE. SLOE CENTRALE shall not make unreasonable use of its right to dissolve the Agreement. In the event of dissolution of the Agreement, SLOE CENTRALE shall reimburse the Supplier for all reasonable costs incurred up to that point in time in direct relation to the dissolved Agreement.	13.2
Clause 11	Resources	13.3
11.1	All materials, personal safety and other equipment and tools, drawings, models, instructions, specifications, computer software, tools and other resources that serve to support the Goods in any way whatsoever and that have either been provided to the Supplier by SLOE CENTRALE or have been purchased or made by the Supplier at SLOE CENTRALE's expense shall remain or become the property of SLOE CENTRALE at the moment of purchase or construction. All resources shall be of suitable quality.	13.4
11.2	As long as the Supplier holds the resources referred to in Clause 11.1 for SLOE CENTRALE, the Supplier shall be obliged to identify them as the property of SLOE CENTRALE, to keep them in a good state of repair and to insure them at its own expense against all risks. Moreover, the Supplier shall do everything within its power to enforce all of SLOE CENTRALE's rights in the resources and shall inform SLOE CENTRALE forthwith of anything that may be relevant to SLOE CENTRALE in connection with the resources and the enforcement of SLOE CENTRALE's rights therein. The risk of loss or damage to the resources shall be for the Supplier from the time that they are supplied to the Supplier.	13.5
11.3	The use of such resources shall be entirely at the Supplier's risk.	Should any inspection, examination or testing before, upon or following delivery result in a full or partial rejection of any Goods, SLOE CENTRALE shall report this, or shall have this reported, to the Supplier in writing. If the Supplier is not already in default (<i>verzuim</i>), this report shall serve as a notice of default (<i>ingebrekestelling</i>), in which SLOE CENTRALE shall also give the Supplier the opportunity to still deliver Goods as ordered within a reasonable period of time. Should the Supplier fail to make use of this opportunity or fail to make proper delivery, SLOE CENTRALE shall have the right to dissolve the Agreement without further notice. SLOE CENTRALE shall also have this right to dissolve the Agreement if the nature or purpose of the Goods concerned renders a new delivery impossible or useless.
11.4	The Supplier shall hand over the resources to SLOE CENTRALE upon the latter's first request, but no later than the moment of delivery of the Goods to which the resources relate.	13.6
11.5	The Supplier shall only be entitled to use the resources for the purposes of and in connection with the supply of Goods to SLOE CENTRALE, except where SLOE CENTRALE consents to any other use in writing.	13.7
11.6	Changes to or deviations from the resources provided or approved by SLOE CENTRALE shall only be permitted with SLOE CENTRALE's prior written approval.	If any Goods are rejected upon or following delivery, SLOE CENTRALE shall be deemed not to have assumed ownership or the risk of loss or damage, which shall be deemed to have remained with the Supplier. SLOE CENTRALE shall have the right to repair or replace Goods, or to have Goods repaired or replaced, at the Supplier's expense if SLOE CENTRALE may reasonably assume from consultations with the Supplier that the Supplier is unwilling or unable to arrange for proper and timely repair or replacement. In pressing circumstances, SLOE CENTRALE may take any such action without having consulted the Supplier.
11.7	The Supplier shall be under an obligation to notify SLOE CENTRALE if it is aware, or should reasonably be aware, of the fact that the materials and/or processes provided by or on behalf of SLOE CENTRALE are unsuitable or flawed.	13.8
Clause 12	Invoicing and Payment	13.9
12.1	For each separate delivery, an invoice bearing the relevant order number shall be sent, either together with the Goods supplied or promptly after they are delivered, to the invoice address reported by SLOE CENTRALE. Unless agreed otherwise in writing, the invoices shall specify in full the quantities and types of Goods supplied and shall meet such other requirements as SLOE CENTRALE may make.	Clause 14
12.2	Payment shall be made within thirty (30) calendar days of the receipt of the invoice (unless the Agreement stipulates a different payment term), provided that the Goods have been duly received by SLOE CENTRALE and SLOE CENTRALE has made no objection within the said term regarding the manner	Confidentiality
		14.1
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		The Supplier agrees to treat as confidential any and all information directly or indirectly obtained from or with regard to SLOE CENTRALE to the extent that the Supplier knows said information to be confidential in nature or should reasonably be expected to recognize the confidential nature thereof. The Supplier shall have its sub-suppliers assume a similar obligation of confidentiality in writing or shall require any such party to sign the declaration of confidentiality provided by SLOE CENTRALE. Without SLOE CENTRALE's prior written consent, the Supplier shall not make any public announcements as regards the performance of the Agreement or maintain any direct or indirect contact with any of SLOE CENTRALE's customers. The Supplier shall not reproduce or allow any third party access to documents relating to the Agreement (including drawings, diagrams and so forth), except by written permission of SLOE CENTRALE. Without SLOE CENTRALE's prior written consent, the Supplier shall not use any such Goods as have been developed jointly with SLOE CENTRALE for the benefit of any third party. Upon termination of the Agreement, the Supplier shall promptly and at its own expense surrender to SLOE CENTRALE any and all documents and other information (if any) provided by SLOE CENTRALE to the Supplier or collected by or on behalf of employees or subcontractors of the Supplier in the performance of the Agreement.

Clause 15	Intellectual Property	19.3	Any consent given by SLOE CENTRALE under this Clause shall not in any way affect the Supplier's liability and responsibility for the conduct and actions of its subcontractors and subsuppliers.
15.1	The Supplier warrants that the use, including the resale, by SLOE CENTRALE of any Goods supplied by the Supplier or any resources purchased or made by the Supplier on SLOE CENTRALE's behalf shall not constitute an infringement of any intellectual property rights or other rights held by any third party. Insofar as such Goods or resources are subject to any right of a third party, the Supplier shall ensure that SLOE CENTRALE is granted a right to use the said Goods or resources without thereby incurring any additional cost over and above the agreed purchase price. SLOE CENTRALE shall be entitled to negotiate the right to use such Goods or resources directly with the third party or parties concerned, at the Supplier's expense.	Clause 20	Force Majeure
15.2	Should the use of any Goods or resources as referred to in Clause 15.1 prove or threaten to constitute an infringement of any right held by a third party, the Supplier shall be obliged either: <ul style="list-style-type: none"> – to replace the relevant Goods or resources with equivalent goods that will not infringe on the rights of any third party; or – to obtain a right to use the Goods or resources in question; or – to alter the Goods or resources in question in such a way that their use ceases to be an infringement of any third party's rights; all of this <ul style="list-style-type: none"> a. in consultation with SLOE CENTRALE; and b. without SLOE CENTRALE incurring any additional cost over and above the agreed purchase price; and c. without leaving SLOE CENTRALE in possession of Goods and/or resources that are more limited in use than those originally supplied. 	20.1	The following events shall never be deemed force majeure (<i>niet toerekenbare tekortkoming</i>) as defined in article 6:75 of the Dutch Civil Code: any staff shortage, strikes or absenteeism due to illness within the Supplier's business, late supplies or unfitness of materials, a breach of contract or an event of force majeure on the part of the Supplier's subsuppliers and/or cash flow or solvency problems on the Supplier's part.
15.3	The Supplier shall indemnify and hold SLOE CENTRALE harmless from and against any and all claims or penalties resulting from any infringement of rights held by a third party, and shall reimburse SLOE CENTRALE for any loss or damage resulting from such infringement.	Clause 21	Termination of the Agreement
15.4	If any third party holds SLOE CENTRALE liable for having infringed its rights and presents a <i>prima facie</i> case in support of its claim, SLOE CENTRALE shall be entitled, without prejudice to its other rights, to dissolve the Agreement in full or in part without court involvement by giving written notice of termination.	21.1	SLOE CENTRALE may terminate the Agreement prematurely for convenience by giving the Supplier written notice of termination. The Supplier shall immediately cease performance of the Agreement upon receipt of any such written notice. SLOE CENTRALE and the Supplier shall then discuss the consequences of termination based on the assumption that the Supplier is entitled to reasonable compensation, but not to compensation for loss of profit or production. The provisions of this Clause 21.1 shall not apply to the situations referred to in Clause 21.2.
Clause 16	Spare Parts	21.2	If the Supplier defaults on its obligations under the Agreement, or if the Supplier is wound up, files a request for bankruptcy (<i>faillissement</i>), is declared bankrupt or is granted a suspension of payments (<i>surséance van betaling</i>), or if the Supplier's business is sold, closed down, liquidated, or if there is any material change in the direct or indirect ownership in the share capital of the Supplier any other change of control regarding the Supplier, or if the Supplier's business is the subject of any similar event under applicable laws, the Supplier shall be in default by operation of law and SLOE CENTRALE shall be entitled: <ul style="list-style-type: none"> a. to unilaterally terminate the Agreement in whole or in part by giving the Supplier written notice of termination; b. to defer payment as referred to in Article 37 of the Dutch Bankruptcy Act (<i>Faillissementswet</i>); c. to engage the services of one or more third parties to perform the Agreement in whole or in part at the Supplier's risk and expense, all of this without SLOE CENTRALE being liable to make any reparation to the Supplier, and without prejudice to any of SLOE CENTRALE's other rights, including the right to claim full compensation.
16.1	The Supplier shall be obliged to hold spare parts, component parts, special tools and gauging devices in stock for such a period as is regarded as reasonable for the item in question in the relevant industry; this obligation shall apply equally to items no longer in production. SLOE CENTRALE shall be entitled to require that the Supplier inform SLOE CENTRALE as to when the production of a specific item will be terminated.	21.3	If the Agreement is terminated pursuant to Clause 21.2, the Supplier shall refund the payments already made by SLOE CENTRALE, plus legal interest on any such payments as from the date of payment. If the Agreement is terminated in part only, the refund obligation shall apply exclusively to the payments relating to the part terminated.
16.2	If the spare parts, component parts, special tools and gauging devices turn out to be no longer available upon the time they are requested, the Supplier shall provide to SLOE CENTRALE such spare parts, component parts, special tools or gauging devices of equivalent quality.	21.4	All claims which SLOE CENTRALE may have against the Supplier shall be payable immediately and in full if any of the events referred to in Clause 21.2 occurs.
Clause 17	Assignment	21.5	Clauses 21.2, 21.3 and 21.4 shall apply equally if the Supplier alleges that it is not at fault for the event of default.
17.1	The Supplier may not assign in whole or in part any of its rights or obligations under the Agreement without SLOE CENTRALE's prior written consent.	Clause 22	Insurance
17.2	Any consent given by SLOE CENTRALE under the terms of this Clause 17 shall not release the Supplier from its responsibility and liability for the conduct of its sub-suppliers.	22.1	The Supplier shall take out proper insurance to cover its liability and the risks under the Agreement, including the risks referred to in Clause 18. To this end, the Supplier shall at least take out and maintain adequate insurance for the risks of: <ul style="list-style-type: none"> a. any third-party liability; and b. its liability for professional mistakes.
17.3	SLOE CENTRALE may assign its rights and obligations under the Agreement, for which the Supplier hereby beforehand and irrevocably grants its consent and cooperation in accordance with article 6:159 of the Dutch Civil Code, to any of its subsidiary companies, as defined in Section article 2:24a of the Dutch Civil Code, to any of the companies affiliated with SLOE CENTRALE B.V. in a group, as defined in article 2:24b of the Dutch Civil Code, and to any of the companies in which SLOE CENTRALE B.V. holds a participating interest, as defined in article 2:24c of the Dutch Civil Code.	22.2	In this context, professional mistakes shall be understood to mean each and every failure (including errors, omissions, any negligence or carelessness, incorrect advice etc.) which a skilled and prudent supplier, its personnel and subsuppliers should avoid in the given circumstances having observed all due care and having performed their professional duties in a skilled and normal fashion.
17.4	SLOE CENTRALE may assign its obligations under the Agreement to third parties if it has obtained the Supplier's prior consent thereto. The Supplier shall not withhold its consent on unreasonable grounds.	22.3	On SLOE CENTRALE's request, the Supplier shall make available for inspection any insurance policy which the Supplier must take out under the Agreement.
Clause 18	Liability	22.4	If the Supplier can make a claim under the terms of an insurance policy when becoming liable to SLOE CENTRALE in any way, the Supplier shall ensure that payment is made directly to SLOE CENTRALE, to which end SLOE CENTRALE may require the Supplier at SLOE CENTRALE's sole discretion either: <ul style="list-style-type: none"> – to name SLOE CENTRALE as the beneficiary when closing the insurance contract; or – to assign any insurance claim to SLOE CENTRALE.
18.1	The Supplier shall be liable for any and all loss or damage which SLOE CENTRALE may sustain as a result of or in connection with either the Supplier's performance of the Agreement or the Goods supplied by the Supplier.	22.5	In both situations the Supplier shall authorize SLOE CENTRALE irrevocably to receive the insurance payments.
18.2	The Supplier shall indemnify and hold SLOE CENTRALE harmless from and against all third party claims for compensation of any loss or damage as a result of or in connection with either the Supplier's performance of the Agreement or the Goods supplied by the Supplier. For the purpose of this Clause 18.2, persons employed by or working for SLOE CENTRALE shall also be considered to be third parties.		Taking out an insurance policy shall in no way limit the Supplier's liability.
Clause 19	Subcontracting		
19.1	The Supplier may not subcontract any third party to perform all or part of its obligations under the Agreement without SLOE CENTRALE's prior written consent. SLOE CENTRALE shall have the right to attach conditions to any such consent.		
19.2	If the Supplier subcontracts all or part of its obligations under the Agreement to any third party with SLOE CENTRALE's consent, the Supplier shall ensure that the provisions of the Agreement remain effective, where possible, under the agreement between the Supplier and the said third party.		

<u>Clause 23</u>	Applicable Rules; Access to Premises and Buildings	<u>Clause 26</u>	Miscellaneous
23.1	The Supplier shall duly observe all company site conditions (including safety rules) that are in force at SLOE CENTRALE, as well as all such other regulations and house rules as may be applicable to the Supplier. SLOE CENTRALE shall provide the Supplier with copies of such rules on request.	26.1	The invalidity of any of these General Terms and Conditions shall not affect the validity of the remaining provisions hereof. In case a term from these General Terms and Conditions is deemed invalid, SLOE CENTRALE and the Supplier shall agree as soon as possible upon a valid substitute for this term, which reflects the intention of both parties to the extent possible.
23.2	SLOE CENTRALE may deny the Supplier's personnel access to SLOE CENTRALE's premises and/or buildings, or the relevant working space, or may ask the Supplier to remove such persons without delay from any of the said locations, if such persons: <ul style="list-style-type: none"> – are in SLOE CENTRALE's opinion not equipped to perform their duties; or – misbehave themselves in such a way that, in SLOE CENTRALE's opinion, their continued presence on the premises or in the buildings in question clearly cannot be tolerated; or – otherwise act in violation of any obligation under the Agreement. 	26.2	Any delay or failure by either party to exercise any of its rights shall not in any way affect or limit the contractual rights of that party. Any failure to enforce the Agreement upon any breach by the other party shall not be construed as a waiver of any subsequent breach or a continuing breach, unless the parties have expressly agreed otherwise.
23.3	The Supplier shall, on SLOE CENTRALE's first request, assign substitute personnel.	Clause 27	Applicable Law and Dispute Resolution
23.4	If SLOE CENTRALE's business operations so require, the Supplier shall at SLOE CENTRALE's first request interrupt any works and/or services performed by its personnel, or arrange for any such interruption.	27.1	The Agreement and any and all ensuing agreements shall be governed exclusively by the laws of the Netherlands. The United Nations Convention on the International Sale of Goods shall not apply to the Agreement.
		27.2	Unless a rule of mandatory law prescribes otherwise, all disputes (including any such disputes as are considered to be a dispute by only one of the parties) arising from this Agreement or any ensuing agreement between the parties shall be settled by the competent court in the judicial district of Zeeland-West-Brabant.
		27.3	In variation of Clause 27.2, SLOE CENTRALE may decide that a dispute be decided by arbitration, in which case arbitration shall take place in accordance with the rules of the Dutch Arbitration Institute (<i>Nederlands Arbitrage Instituut</i>) in Rotterdam. The place of arbitration shall be Middelburg and the dispute shall be decided by 3 arbitrators.
			Ritthem, 1 August 2015
Clause 24	Storage and Site Huts		
24.1	The storage of materials by or on behalf of the Supplier on premises or in a building owned by SLOE CENTRALE shall only be permitted with the written consent of SLOE CENTRALE, who shall also designate the storage location. A similar restriction shall apply to the positioning of site huts, sanitary huts, and the like. All costs associated with the provision and use of amenities for the huts, such as power, water, telephone services and the like shall be met by the Supplier.		
24.2	The storage of materials by or on behalf of the Supplier on premises or in a building owned by SLOE CENTRALE shall be at the Supplier's risk. The Supplier shall maintain proper insurance of the material during such storage.		
Clause 25	Tax Liability for Supplier Personnel		
25.1	The Supplier shall fulfil all of its obligations in respect of payment of social security premiums and taxes, including wage tax and value added tax, in relation to its personnel and the Supplier's activities.		
25.2	The Supplier shall indemnify and hold harmless SLOE CENTRALE from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities resulting from the Supplier not meeting its obligations referred to in this Clause 25.		
25.3	At SLOE CENTRALE's request, the Supplier shall produce evidence of payment of social security premiums, wage tax and value added tax in relation to its personnel and the Supplier's activities. This includes the obligation of the Supplier to obtain, upon SLOE CENTRALE's request, declarations of payment behaviour from the Tax Authorities and to provide these to SLOE CENTRALE.		
25.4	In the event <ol style="list-style-type: none"> a. SLOE CENTRALE is determined to be a "self-constructor" ("Eigenbouwer") under Dutch tax chain liability ("Ketenaansprakelijkheid ex. art 35 Invorderingswet 1990") the following provisions shall apply for social security and wage tax purposes. SLOE CENTRALE shall be entitled to pay the amounts of social security premiums and wage tax into the Supplier's blocked accounts ("G-rekening") (or equal type of legislation in other countries). At SLOE CENTRALE's first request, the Supplier shall open such blocked accounts; b. SLOE CENTRALE is determined to be a "self-constructor" ("Eigenbouwer") according to Article 24b (3) of the Implementation Decree of the Dutch VAT Act 1968 ("Uitvoeringsbesluit omzetbelasting 1968") the following provisions shall apply for VAT purposes. The levying of Dutch VAT on the contract price and other sums required to be paid by SLOE CENTRALE to the Supplier in accordance with the provisions of the Agreement, will be shifted to SLOE CENTRALE on the basis of Article 12 (4) of the Dutch VAT Act ("Wet op de omzetbelasting 1968"); c. SLOE CENTRALE is not determined to be a "self-constructor" ("Eigenbouwer") according to Article 24b (3) of the Implementation Decree of the Dutch VAT Act 1968 ("Uitvoeringsbesluit omzetbelasting 1968") the following provisions shall apply for VAT purposes. The levying of Dutch VAT on the contract price and other sums required to be paid by SLOE CENTRALE to the Supplier in accordance with the provisions of the Agreement, will be shifted to SLOE CENTRALE on the basis of Article 12 (3) of the Dutch VAT Act ("Wet op de omzetbelasting 1968"), provided that the Supplier is not established in the Netherlands and does not carry out the work under this Agreement via a permanent establishment for VAT purposes in the Netherlands. If the Supplier is established in the Netherlands or does carry out the work under this Agreement via a permanent establishment for VAT purposes in the Netherlands, the Supplier is required to charge SLOE CENTRALE Dutch VAT against the standard rate on the contract price and other sums required to be paid by SLOE CENTRALE to the Supplier in accordance with the provisions of the Agreement; <p>the Supplier shall indemnify and hold harmless SLOE CENTRALE from and against, all claims, losses, damages, costs (including legal costs), expenses and liabilities resulting from or in respect of such amounts are concerned by payment thereof in the manner described in this clause.</p>		