

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**  
**LAPP BENELUX B.V.**  
**Van Dijklaan 16**  
**5581 WG WAALRE**  
**THE NETHERLANDS**  
**Chamber of Commerce: 1709 1235**

**ARTICLE 1. DEFINITIONS**

- 1.1 **General terms and conditions:** These General Terms and Conditions of Sale of LAPP;
- 1.2 **LAPP:** LAPP Benelux B.V., companies affiliated with LAPP Benelux B.V. can also rely on the rights that belong to LAPP Benelux B.V. pursuant to the Agreement and/or these General Terms and Conditions;
- 1.3 **Agreement:** all agreements, including but not limited to (sub-) contracting agreements, framework and/or sub agreements between LAPP and the Other Party, as well as any other instruction given by the Other Party to LAPP, as well as all (juristic) acts connect with all of this;
- 1.4 **Parties:** LAPP and Other Party;
- 1.5 **Other Party:** any natural or legal person who enters or wants to enter into an Agreement with LAPP, who purchases or takes delivery of goods or services from LAPP and anyone else who places an order with LAPP or enters into negotiations with LAPP.

**ARTICLE 2. APPLICABILITY**

- 2.1 These General Conditions apply to every Agreement, commitment and legal relationship, including but not limited to all present and future enquiries, quotations, offers, assignments, orders, confirmations, deliveries, collaborations, services and legal acts, between the Parties.
- 2.2 Deviations and/or amendments and/or additions to these General Terms and Conditions can only be expressly agreed in writing by an authorised representative of LAPP and only apply to the specific Agreement for which they are made. In a subsequent Agreement, the General Terms and Conditions apply in full.
- 2.3 General Terms and Conditions, under any denomination, of the Other Party are expressly rejected and do not find application.
- 2.4 In case the Agreement differs in content from the content of these General Terms and Conditions, the content of the Agreement shall prevail.
- 2.5 These General Conditions also apply for the benefit of LAPP's employees and third parties involved by LAPP in the execution of the Agreement.
- 2.6 The Dutch language version of these General Terms and Conditions shall prevail.

**ARTICLE 3. CONCLUSION OF AN AGREEMENT**

- 3.1 Quotes and offers from LAPP are without obligation and based on execution of the work under normal conditions and during regular working hours.
- 3.2 An Agreement is only concluded after LAPP confirms an order or accepts an offer or quotation in writing.
- 3.3 Deviations, amendments and/or additions to an Agreement are valid only if agreed in writing with an authorised representative of LAPP.
- 3.4 An Agreement concluded with a representative or intermediary of LAPP is only legally valid if and insofar as the representative has a written power of attorney to that effect. Proxies can be requested in writing and are also available for inspection at LAPP's offices.
- 3.5 Information provided prior to confirmation of an order, offer or quotation, including but not limited to information on properties of the goods to be delivered, samples and drawings, is only binding if confirmed in writing by an authorised representative of LAPP at the time of order confirmation.
- 3.6 Information via [www.lappbenelux.com](http://www.lappbenelux.com), brochures, advertisements, and other (product) documentation of LAPP, including but not limited to stated measurements, volumes, weights, colours, materials, item descriptions, types of packaging, and packaging units, is indicative.

- 3.7 The Other Party is obliged to notify LAPP of any significant changes concerning the execution of an order it has given in good time and in writing. The order with regard to which such a change is given is considered a new order that only leads to an Agreement if LAPP accepts that order in writing. In case of non-acceptance of the new order by LAPP, the original order lapses and mutual undoing obligations arise for any work already performed. If the (partial) performance already delivered cannot reasonably be undone, an obligation to compensate the value - to be deducted from the relevant invoice value - of the performance already delivered arises. LAPP is authorised to charge the additional costs related to a change in the execution to the Other Party.
- 3.8 The Other Party is not authorised, except with LAPP's express written consent, to revoke an order already issued. In case LAPP consents to the revocation of an issued order, LAPP remains entitled to any down payment already made.
- 3.9 Offers and quotations issued by LAPP on its website in any form on its website are not without obligation, are not binding on LAPP and only constitute an invitation to the other party to place an order with LAPP. All orders submitted by the other party are subject to acceptance by LAPP.
- 3.10 When ordering through LAPP's website, the Other Party is requested to review the details of an order, and LAPP shall make the Terms and Conditions available for viewing, saving and printing by the Other Party, before confirming the order electronically. When the Other Party confirms the order by clicking the [Send Order] button, the Other Party declares to place the order and accept the Terms and Conditions. Such an order is considered an "offer" as in Article 6:217 of the Civil Code.
- 3.11 LAPP registers the receipt of an order placed through its website as soon as possible and sends you a corresponding order registration. This order registration is a confirmation that LAPP has received the order and does not confirm that LAPP has definitively accepted the other party's offer to purchase the products ordered as in Article 6:217 of the Civil Code. Any binding agreement shall be concluded at the time the other party receives an order confirmation in response to the order, in accordance with the terms stated in the offer and in these General Terms and Conditions.
- 3.12 LAPP reserves the right not to accept an order through its website for any reason.

**ARTICLE 4. PRICES AND COSTS**

- 4.1 LAPP's prices are excluding VAT and/or other levies, excise duties and import duties, but inclusive of packaging. LAPP's prices are based on standard lengths and the raw material prices applicable at the time the Agreement was concluded. For deviations from standard lengths, cutting costs are due in accordance with the 'Overview of Prices and Services'. For current prices and services, please refer to our overview page, see: [www.lappbenelux.com/verkoopvoorwaarden](http://www.lappbenelux.com/verkoopvoorwaarden)
- 4.2 LAPP is entitled to pass on to the Other Party price increases of cost-determining factors, including but not limited to prices of raw materials, introduction and/or increase of taxes and/or other levies, occurring after the conclusion of the Agreement, regardless of whether these price increases were foreseeable at the time of the conclusion of the Agreement.
- 4.3 Additional costs, including but not limited to wage, material and transport costs, resulting from changes in the Agreement, additional instructions or conditions and/or changes in the circumstances and conditions of execution of the Agreement, or deviating requirements of the Other Party regarding the time of delivery and/or materials to be delivered shall be charged by LAPP to the Other Party.
- 4.4 The price given with the order confirmation shall apply, in the absence of which the price of the delivery date shall apply

**ARTICLE 5. PAYMENT**

- 5.1 Payment shall be made within 30 days of the invoice date, unless otherwise agreed.
- 5.2 LAPP is entitled at all times to demand cash payment, advance payment or security for payment.
- 5.3 If no cash payment or advance payment is made or security is provided, LAPP is entitled to suspend its obligations from the relevant and other Agreements with the Other Party without prior notice of default, all this without prejudice to its other powers pursuant to the Agreement, these General Terms and Conditions or the law.
- 5.4 If the term of payment is exceeded, the Other Party shall be immediately and legally in default without further notice of default. From the moment the default occurs until the moment of full payment, the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code shall be due.
- 5.5 All judicial and extrajudicial costs related to the collection of payments shall be borne by the Other Party. The extrajudicial costs amount to 15% of the amount due with a minimum of EUR 250

**ARTICLE 6. FULFILMENT OF THE AGREEMENT**

- 6.1 LAPP cannot be obliged to commence fulfilling its obligations earlier than once it possesses all the information necessary in that regard and once it has received the potentially agreed payment or instalment.
- 6.2 The fulfilment of the Agreement by LAPP or by third parties involved by LAPP is done within the normal working hours of LAPP. LAPP is only obliged to work outside these working hours when the Parties agree on this in writing. In that case, the Other Party shall in any case be obliged to pay a reasonable compensation for the overtime.
- 6.3 The Other Party ensures that LAPP can timely obtain the approvals (such as licenses or permits and exemptions) required for the fulfilment of the Agreement and the information to be provided by the Other Party for the fulfilment of the Agreement.
- 6.4 The Other Party must ensure that the (e.g. construction) work and/or deliveries to be performed by third parties, that are not part of LAPP's work, are performed in such a manner and timely enough that the fulfilment of the Agreement is not delayed by it. If a delay as referred in this Article nevertheless arises, then the Other Party must notify LAPP of this immediately.
- 6.5 The Other Party bears the risk of losses caused by defects or unsuitability of items that originated from the Other Party or have been prescribed or must be obtained from a prescribed supplier and of the non-delivery or late delivery of the items in question.
- 6.6 The other party bears the risk for damage caused by errors or defects in the drawings, calculations, constructions, specifications and execution instructions it has provided.
- 6.7 The Other Party shall ensure the safety in the workplace if LAPP or third parties to be involved by LAPP perform the fulfilment of the Agreement wholly or partly in an environment belonging to the Other Party (its risk sphere). The workplace must comply with the standards and obligations as specified in the Dutch Working Conditions Act (Arbowet) (a collective term for various laws in the area of working conditions). The Other Party is responsible for the working conditions on site and is as such also liable when damage occurs. The Other Party shall indemnify LAPP for damages arising under this article.
- 6.8 Failure to comply with the obligations in accordance with this article qualifies as default by the Other Party pursuant to article 6:74 of the Dutch Civil Code or as committing an unlawful act (article 6:162 of the Dutch Civil Code) towards LAPP. If LAPP's personnel holds LAPP liable pursuant to article 7:658 of the Dutch Civil Code or third parties engaged by LAPP hold it liable pursuant to article 6:171 of the Dutch Civil Code or a comparable provision, because the Other Party did not fulfil its obligations pursuant to this article, LAPP shall have a claim for payment of damages by the Other Party pursuant to article 6:74 of the Dutch Civil Code or article 6:162 of the Dutch Civil Code respectively.
- 6.9 LAPP is at any time authorised to refuse orders whereby LAPP personnel or third parties involved by it are exposed to hazards

or circumstances in conflict with the Working Conditions Act. LAPP shall not be liable for damage arising from this refusal.

**ARTICLE 7. DELIVERY TIME**

- 7.1 Delivery deadlines are indicative and are not to be regarded as deadlines. Exceeding a delivery term shall not constitute grounds for suspension, compensation, termination or (partial) dissolution.
- 7.2 Delivery periods shall commence after confirmation of the order by LAPP as referred to in Article 3 of these General Terms and Conditions, but not before completion of formalities and receipt of all data, drawings, payments, advance payments and securities required for the execution of the order.
- 7.3 Additional deliveries or work requested by the Other Party outside the original order are not covered by the initially agreed delivery period.

**ARTICLE 8. DELIVERY**

- 8.1 Delivery and passing of risk take place on the basis of the condition 'DAP' (Incoterms, latest version) when the goods are made available from LAPP's warehouses or another agreed place.
- 8.2 If LAPP provides transport, this shall be done in accordance with the conditions in the 'Overview of Prices and Services'. For current prices and services, please refer to our overview page, see: [www.lappbenelux.com/verkoopvoorwaarden](http://www.lappbenelux.com/verkoopvoorwaarden)
- 8.3 Transport shall at all times be at the Other Party's risk.
- 8.4 Deliveries can be made in partial lengths. Delivered lengths may deviate 10% from the specified lengths.
- 8.5 Delivery is made in packaging determined by LAPP. LAPP does not accept any liability for the packaging used. Used packaging shall not be taken back.

**ARTICLE 9. RETURN CONDITIONS**

- 9.1 Following a valid complaint by the Other Party in accordance with Article 12 of the General Terms and Conditions, LAPP Benelux B.V. shall confirm this in good time by means of a written notice of return with agreement of the Terms and Conditions. This is followed by the release of a return number to the Other Party.
- 9.2 At the time of a complaint by the Other Party, the order to which the complaint relates may not be older than 6 months. In this case, the order confirmation, packing slip and invoice must be submitted to LAPP Benelux B.V.
- 9.3 Goods must be returned technically and visually in perfect condition, in their original packaging and provided with an identifiable label.
- 9.4 Return shipments are at the expense and risk of the Other Party.
- 9.5 Re-storage costs of returned goods shall be charged depending on the sales value of the goods.
- 9.6 Goods of the EPIC® brand and goods containing an O-ring shall not be returned by LAPP Benelux B.V., as well as goods made-to-measure by cutting lengths.
- 9.7 If all return conditions as described in this article and Article 12 of the General Conditions are met, the Other Party shall receive a credit note for 70% of the purchase amount of the returned goods.
- 9.8 After release of the return number, the goods must be returned by the Other Party directly to U.I. LAPP in Stuttgart within 2 weeks. After this period the right to return goods expires.

**ARTICLE 10. RETENTION OF TITLE**

- 10.1 The ownership of the goods and/or performances sold, handed over or delivered shall only pass to the Other Party after full payment of all that is due in respect to the concerned goods and/or performances.
- 10.2 Until full ownership has been obtained, the Other Party is not entitled, nor is it possible for the Other Party, to alienate, pledge or otherwise encumber the concerned goods for the benefit of third parties, except if and insofar this is necessary within the context of normal business.

- 10.3 The Other Party shall store the items delivered subject to retention of title carefully, separately, and adequately identifiable as items of LAPP.
- 10.4 The Other Party shall at any time grant LAPP free access to premises and/or buildings to inspect the items and to exercise its rights.
- 10.5 Claims with respect to the sale of goods wholly or partially belonging to LAPP or benefits otherwise obtained from a violation of the retention of title as well as rights pertaining to a benefit pursuant to an insurance contract shall be assigned in advance by the Other Party to LAPP as security.
- 10.6 On demand of LAPP, the Other Party shall immediately and in writing provide all information pertaining to the goods wholly or partly belonging to LAPP, in particular about rights of third parties to these goods.
- 10.7 In case of seizure, (provisional) suspension of payment or bankruptcy, the Other Party shall immediately point out LAPP's retention of title to the seizing bailiff, administrator or receiver and immediately inform LAPP of the situation in writing.

#### **ARTICLE 11. CANCELLATION**

- 11.1 Instructions and Agreements cannot be cancelled by the Other Party once they are confirmed by LAPP, unless LAPP consents to this.
- 11.2 In the event of a valid cancellation as referred to in Article 11.1 of these General Terms and Conditions, the Other Party owes a compensation in the amount of 30% of the agreed price, unless the costs incurred plus loss of profits exceed this amount, in which case the actual costs are payable. Costs incurred include, for instance, materials and raw materials purchased forward or not, processed or manufactured or raw, at the price paid by LAPP, including labour costs.
- 11.3 All claims or rights of the Other Party regarding the work already performed by LAPP shall lapse in case of cancellation.
- 11.4 In case of cancellation, the Other Party shall indemnify LAPP against third party claims as a result of the cancellation of the order.

#### **ARTICLE 12. COMPLAINTS**

- 12.1 The Other Party is obliged to inspect the goods on quality and potential defects immediately after delivery.
- 12.2 Complaints must be communicated within 14 days after delivery in writing and stating the reasons. If the complaint is not communicated within 14 days after the delivery, then the delivery shall be considered to be accepted unconditionally and the Other Party shall be considered to have waived all rights and powers that are available to the Other Party pursuant to this Agreement, these General Terms and Conditions, and the law. Proof of timely complaints rests with the Other Party.
- 12.3 Small deviations from usual tolerances in the quality, quantity, and colour, among other things, do not constitute a ground for complaints, settlement, compensation, cancellation, termination, dissolution or suspension by the Other Party.
- 12.4 Goods can only be returned after a valid complaint and written acceptance of the return by LAPP, in accordance with Article 9 of the General Terms and Conditions. Instructions on the return of LAPP must be followed, under penalty of forfeiture of rights.
- 12.5 Complaints do not constitute a ground for settlement, compensation, cancellation, termination, dissolution or suspension by the Other Party.

#### **ARTICLE 13. WARRANTY**

- 13.1 LAPP shall only issue a guarantee for defects in the material and manufacturing defects in the case of use under normal circumstances up to six months after the delivery.
- 13.2 The liability pursuant to the guarantee specified in Article 13.1 of these General Terms and Conditions is limited to the repair, partial or complete take-back or replacement, all at the discretion of LAPP.
- 13.3 Any repairs, processing, and inspections potentially to be performed in connection with this guarantee are performed at the risk of the Other Party.

- 13.4 Any claim to the guarantee specified in Article 13.1 of these General Terms and Conditions becomes extinguished if:
- the defects are visible defects that have not been communicated in writing to LAPP within 14 days after delivery or reception and inspection as specified in Article 12.1 of these General Terms and Conditions;
  - the defects are invisible defects that have not been communicated in writing to LAPP within 14 days after they were discovered or reasonably could have been discovered;
  - the defects are the consequence of improper use or a cause other than the faultiness of the material or the manufacture;
  - the defects are related to the assembly or installation, irrespective of whether the assembly or installation was performed by LAPP or by the Other Party;
  - the cause of the defects cannot be clearly demonstrated;
  - the instructions given for the use of the products and other specifically applicable warranty regulations have not been strictly and fully complied with;
  - the Other Party made or has had made changes and/or repairs to the delivered item without the express and written consent of LAPP (during the guarantee period);
  - the Other Party did not, not properly or not timely fulfil any obligation pursuant to any Agreement with LAPP.
- 13.5 A guarantee is issued for parts that have not been made and produced by LAPP only if and insofar as LAPP has obtained a guarantee from its supplier and can submit a claim under that guarantee.
- 13.6 No warranty is granted for items, materials, manufacturing methods, and designs prescribed by the Other Party, as well as for all defects caused directly or indirectly by this in other materials or goods.

#### **ARTICLE 14. LIABILITY**

- 14.1 Any liability of LAPP other than claims under the guarantee stipulation of these General Terms and Conditions is excluded, except and insofar as the Other Party can demonstrate that there is an intentional act or omission on the part of LAPP.
- 14.2 If and insofar as any liability rests on LAPP, for any reason, then this liability is at any time limited to the amount for which LAPP is insured and that shall be paid out by the insurer under the concerned insurance.
- 14.3 If the insurer does not pay out or the loss is not covered by the insurance, then the liability of LAPP is at any time limited to the (partial) invoice value of the concerned delivery, excluding VAT. LAPP is under no circumstance liable for consequential damage or losses, losses due to delays, loss of profits, damage to reputation, and environmental damage or claims for compliance with social insurance laws and tax laws by the Other Party and/or third parties involved by the Other Party. Furthermore, LAPP is under no circumstance liable for damage or losses and/or fines as a consequence of the Other Party or third parties exporting goods or having goods exported, in particular not if the goods do not comply with the legal and other requirements of the country to which they are being exported.

#### **ARTICLE 15. TERM OF FORFEITURE**

- 15.1 Any claim against LAPP shall lapse by the mere expiry of 12 months, which period shall commence on the day following the day on which the claim became due and payable or the day following the day on which the injured party became aware of the damage. Without prejudice to the above, for claims relating to defects, damage, depreciation or loss of goods, the aforementioned periods shall commence on the day following that on which the goods have been delivered as referred to in Article 8 of these General Terms and Conditions or, if no delivery took place, the day on which the goods should have been delivered.

**ARTICLE 16. PRODUCT LIABILITY**

- 16.1 The Other Party shall indemnify LAPP against all claims of third parties pursuant to product liability arising after delivery by LAPP.
- 16.2 The Other Party is obliged to inform LAPP of this within 3 days after the Other Party has been contacted pursuant to the statutory regulation of product liability. LAPP shall lend its cooperation to the settlement of the liability claim, where possible.

**ARTICLE 17. FORCE MAJEURE**

- 17.1 In the event of force majeure, LAPP is authorised to suspend its obligations wholly or partly, or to consider the Agreement as terminated without judicial intervention, without being liable to compensate the Other Party for any losses, costs, and interests.
- 17.2 On the part of LAPP, force majeure shall be taken to include in any case:
- defects and/or malfunction of means of transport, production equipment or energy facilities;
  - stagnation in the Netherlands and/or other countries in the supply of goods, raw materials and/or energy;
  - non-delivery or late delivery to LAPP by suppliers in the Netherlands and/or other countries;
  - fire or other accidents at LAPP's premises;
  - strikes and/or inability to have sufficient or qualified persons;
  - loss or damage to goods in transit;
  - natural disasters or other externally originating circumstances;
  - war(s) and other instability, sanctions legislation, trade embargo(s), and other public law impediments.

**ARTICLE 18. INDEMNIFICATION**

- 18.1 The other party shall indemnify LAPP for all claims and demands of third parties and the resulting costs and damages related to the execution of the Agreement.

**ARTICLE 19. DISSOLUTION**

- 19.1 If the Other Party fails to fulfil any obligation, including but not limited to payment, under the Agreement towards LAPP, then LAPP is authorised to consider the Agreement as dissolved without notice of default, without prejudice to LAPP's right to full indemnification of costs, damage, interests, lost profits, and all further rights pursuant to the law.
- 19.2 The authority to dissolve also belongs to LAPP if LAPP thinks that the Other Party has lost creditworthiness, or that the Other Party has applied for a provisional suspension of payment, has been declared to be in liquidation or in the case of the cessation or winding up of the enterprise of the Other Party.
- 19.3 The damage or loss suffered or to be suffered as referred to in the above-mentioned stipulations amounts to at least 10% of the agreed price, without LAPP being obliged to demonstrate that this damage or loss has been or shall be suffered.

**ARTICLE 20. INTELLECTUAL PROPERTY**

- 20.1 Intellectual property rights, including copyrights, patents, trademark rights, mobile rights, drawings, and rights to trade names shall at all times belong exclusively to LAPP.
- 20.2 If the Other Party is granted the authorization to make use of any right of LAPP as referred to in Article 20.1 of these General Terms and Conditions, then this authorisation shall in any case lapse at the end of the term of the Agreement.
- 20.3 The Other Party indemnifies LAPP against liability resulting from an infringement of patents, licenses or other rights as a consequence of the use of data provided by or on behalf of the Other Party.

**ARTICLE 21. CONFIDENTIALITY**

- 21.1 The Other Party undertakes that it, its employees, entities affiliated with it and/or third parties involved by it in the fulfilment of the Agreement shall not disclose confidential

information pertaining to the Agreement, the enterprise, relationships, and management of LAPP, including information about or pertaining to production facilities, production processes, systems, equipment, costs, customers, and complaints, without the prior written consent of LAPP.

- 21.2 The obligation of confidentiality referred to in Article 21.1 does not apply to information of which the Other Party can demonstrate by means of written evidence that this:
- was already generally known or available at the moment of disclosure or became so afterwards, other than through an action or omission of the Other Party, or;
  - was developed independently by the Other Party without any use of information disclosed by LAPP, or;
  - must be disclosed by the Other Party by virtue of the law, any rule or regulation of a government-recognised body, or a binding and non-appealable decision by a judge or another government body. In that case, the Other Party will timely notify LAPP of this in writing so that the scope of the disclosure by the Other Party, in consultation with LAPP, can be limited to what is strictly necessary.
- 21.3 The Other Party is liable to forfeit an immediately payable penalty of EUR 5,000 for each violation, plus EUR 1,000 for each day that the violation continues, without prejudice to LAPP's right to indemnification pursuant to the law.
- 21.4 The Parties shall continue to be bound by this obligation of confidentiality included in this stipulation for at least three years after the termination or dissolution of an Agreement.

**ARTICLE 22. PRIVACY**

- 22.1 The Other Party shall treat all personal data processed in connection with the Agreement in accordance with the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) (hereinafter: "AVG"). The Counterparty is obliged to inform the natural persons whose personal data are processed (hereinafter: "data subjects") in accordance with the applicable requirements of the AVG about any disclosure of their personal data to LAPP. For the purposes of these General Terms and Conditions, the terms "personal data", "controller", "processor" and "data subject(s)" are assigned the meanings as defined in Article 4 AVG.
- 22.2 The Other Party guarantees that LAPP is entitled to process the personal data provided to LAPP by or on behalf of the Other Party and that the provision to, as well as the further processing of these personal data by LAPP, is in accordance with the AVG, the Other Party's privacy policy, as well as all national, international and sectoral privacy and data protection laws and regulations applicable to the Other Party.
- 22.3 Personal data provided by the Other Party shall be processed by LAPP in accordance with LAPP's most recent privacy statement (see: [www.lappbenelux.com/privacy-policy](http://www.lappbenelux.com/privacy-policy)) and the LAPP Code of Conduct (see: [www.lappbenelux.lappgroup.com/quality](http://www.lappbenelux.lappgroup.com/quality)). To the extent that LAPP qualifies as a data controller, the obligations associated with that role under the AVG will only apply from the moment the personal data is successfully received by LAPP. Personal data will only be processed by LAPP in the context of the performance of the Agreement with the Other Party or on the basis of another lawful basis as referred to in Article 6 AVG.
- 22.4 If there is a processor-processor relationship between the Other Party and LAPP, the Other Party agrees to formally record the processing of personal data in a (processor) agreement or other legal act approved by LAPP as referred to in Article 28 (3) AVG.

**ARTICLE 23. NULLITY**

- 23.1 If any of the clauses of these General Terms and Conditions are annulled, found to be void or otherwise found to be non-binding, this shall not affect the validity of the remaining clauses of these General Terms and Conditions and the parties shall mutually agree on a valid clause as similar as possible to the clause in question.

**ARTICLE 24. APPLICABLE LAW**

24.1 The legal relationship between LAPP and the Other Party is exclusively governed by Dutch law. Applicability of the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention) is excluded.

**ARTICLE 25. COMPETENT COURT**

25.1 All disputes arising from or related to the legal relationship between LAPP and the Other Party, the Agreement, these General Terms and Conditions, any offer, quotation and order or commitment to and/or with LAPP, shall be exclusively settled by the District Court of Oost-Brabant location 's-Hertogenbosch, without prejudice to LAPP's right to submit disputes to the court of the Other Party's place of residence.