CORPORATE CONDITIONS BOVAG ENERGY SYSTEMS AND OVERHAUL DEPARTMENT AND DUTCH CAR RESTORERS (DCR) DEPARTMENT

These general terms and conditions (version 1 February 2022) are intended for agreements concluded between members of BOVAG energy systems and overhaul and BOVAG/DCR companies and buyers/clients acting for purposes that are part of their business or professional activities.

Article 1 - Definitions
In these terms and conditions, the terms below have the following meaning:
- *User (also referred to as the contractor or the seller):* a member of the BOVAG association who uses these general terms and conditions in an agreement.
- *Counterparty (also referred to as the client or the buyer):* a natural or legal person or its successor in title on whose behalf items of property are delivered, a work is created or another legal act is performed by or on behalf of the user within the context of the conduct of a profession or business.
- *Product:* the vehicle/vessel/stationary installation or another product or part thereof, to which the user's offer or the agreement between the user and the counterparty relates.
- *Agreement:* an agreement for the delivery of items of property and/or provision of overhaul/ restoration or other services concluded between the user and the counterparty.
- *Cost-plus contract:* an agreement for the provision of a service in which connection the user and the counterparty do not agree a fixed price, but in which they assume a compensation of the actual costs, such as labour expenses and the costs of materials, increased by a mark-up percentage.
- *In writing/written:* in writing or electronically.

Article 2 - General
a. In the event these general terms and conditions are part of agreements, the provisions of these general terms and conditions apply to those agreements and to agreements and other legal acts that arise therefrom, unless the parties expressly deviate therefrom in writing.
b. If the general terms and conditions apply, they will continue to apply to new agreements between the parties, with the exception of express deviations.
c. Agreed deviations will not affect the validity of the other conditions and will never apply to more than one transaction.
d. These general terms and conditions will always prevail over conditions that may be applied by the counterparty. Insofar as necessary, the user hereby expressly rejects the applicability of those general terms and conditions applied by the counterparty.
e. In case of inconsistencies between the content of the agreement and these general terms and conditions, the provisions of the agreement will prevail insofar as this agreement is laid down in writing.
f. The User has the right to change these general terms and conditions at any time.

Article 3 - Formation and amendment of costs-plus contracts
1. All proposals, expressly including offers, are based on performance of the agreement by the user under normal circumstances and during normal working hours.
2. Proposals are deemed to have been made without obligation also if the proposal includes a term for its acceptance. In the event no term for acceptance is apparent from the proposal or its nature, it will be valid for a period of two weeks after the date of the proposal.
3. The user aims to formulate its proposals, including price lists, brochures and other informs and descriptions, with due care but the user is not liable for clerical and other errors. Minor deviations are permissible as well, and in the case of interim design changes the user will have the right, without prior notification or knowledge of the counterparty, to make technically-necessary changes to products sold by it and/or to products offered to it for the performance of work.
   The information indicated in brochures, images, drawings, statements of sizes and weights and suchlike are only binding if they have been included in an agreement signed by the parties or a confirmation of the assignment signed by the counterparty.
4. If no written agreement has been issued by the user, the written confirmation from the user, or the delivery note, or the invoice will be proof of the existence and the contents of the agreement, subject to proof to the contrary.
5. The parties can only agree deviating provisions or changes to an agreement in writing. These changes will not form part of these general terms and conditions.
   Changes to a cost-plus contract or an agreement for the performance of activities. If it becomes clear during the performance of activities that these cannot be carried out in whole or in part due to the condition of the product or parts and materials made available by the counterparty, the contractor will notify the counterparty thereof. If this is the case, the parties will determine in consultation whether the assignment should be amended, insofar as no relevant provisional sums or adjustable quantities have been included. In case of a cost-plus contract, the activities actually performed and the quantities actually delivered and/or used will be set off. Price increases arising from additions and/or changes to the assignment requested by the counterparty are for the counterparty's account. As soon as the contractor foresees that he will exceed an amount or amounts indicated in the costs-plus contract or a contract for services by more than 10%, the user will be obliged to notify the counterparty thereof. If this is the case, the parties will determine in consultation whether the agreement should be amended. Both the user and the counterparty have the right in such cases to dissolve the contract for services without requiring any notice of default. The activities carried out by the user until the moment of dissolution as well as the costs involved in the work will remain payable by the counterparty in such cases.

Article 4 - Prices
1. Any statement of a price of a product to be purchased or a work to be delivered will be deemed to have been made without obligation, unless a fixed price was agreed expressly and in writing. Price increases arising from additions and/or changes to the assignment requested by the client are for the client's account.
   The provisions of article 3 paragraph 5 apply as soon as the contractor foresees that he will exceed an amount indicated in the costs-plus or other contract by more than 10%.
2. Prices are calculated based on delivery at the location of the user. In the event of delivery elsewhere at the request of the counterparty, the accompanying additional costs will be payable by the buyer/client.
3. All prices are exclusive of turnover tax and other government charges and levies in respect of the sale, packaging costs, unless the user indicates otherwise in writing. If the assembly of the product to be delivered has been agreed by the seller, the price will include the agreed assembly operations and the delivery of the products in working order at the place stated in the offer, including all costs but excluding packaging costs, sales tax and other government charges on the sale and delivery.
4. In the event the prices of auxiliary materials, raw materials, parts, wages and other price-determining factors have been increased after a proposal is made or after an agreement has been concluded and before the agreed moment of completion or delivery or the end of the work, the user has the right to adjust the price accordingly, also in case of unforeseen circumstances.
5. In case of a cost-plus contract, the counterparty receives an invoice containing a detailed statement of the materials used and the number of working hours spent, which includes interim statements in case of large projects, before completion of the activities.
6. If the counterparty has not responded to a detailed statement as referred to in paragraph 5 or to an invoice arising from any agreement within 5 days, the counterparty will be deemed to have approved it.

Article 5 - Agreed assembly/ installation of the product to be delivered
If the parties have agreed that the contractor will carry out the assembly/installation of the product to be delivered, the counterparty will be responsible towards the contractor for correct and timely implementation of all installations, facilities and/or conditions, which are necessary for setting up the product to be assembled and/or the correct operation of the product in assembled state, unless and insofar as that implementation is performed by or on behalf of the contractor in accordance with information and/or drawings created by or on behalf the latter. Without prejudice to the above provisions, the client ensures at his own expense and risk that:
a. the employees of the contractor, as soon as they arrive at the place of installation, are granted access and can start and continue to perform the work during the normal working hours and in addition, if the contractor deems it necessary, outside the normal working hours, provided that it has informed the client of this in time;
b. suitable accommodation and/or all facilities for the contractor's employees required by government regulations, the agreement and their use are available;
c. access roads to the installation site are suitable for the required transport;
d. the designated installation site is suitable for storage and assembly;
e. the necessary lockable areas for storing equipment, tools and other items of property are available;
f. the necessary and customary auxiliary employees, auxiliary tools, auxiliary and operating materials (including fuels, oils and greases, polishing and other small materials, gas, water, power, steam, compressed air, heating lighting etc.), and that the customary measurement and testing equipment required for the operation of the client's business are available to the contractor in time and free of charge;
g. all necessary safety and precautionary measures have been taken and are maintained, and that all measures have been taken and are maintained in order to comply with applicable government regulations within the context of assembly/installation;
h. all necessary items are present in the correct location at the start and during assembly. Damage and costs which have arisen because the conditions in this article were not met or not met in time, are for the client's account. Article 8 paragraph 2 applies mutatis mutandis to the assembly/installation time.

Article 6 - Delivery (of exchange products)
a. Exchange products sold by the seller to the buyer will be packed in the standard way. Packaging will be used if necessary. This packaging is provided to the buyer on loan. Packaging remains the property of the seller. The buyer is obliged to return the packaging to the seller intact. Deposits are charged in respect of packaging, unless agreed otherwise. If the buyer has not returned the packaging material within one month of the purchase of the exchange product, the seller will no longer be obliged to return the deposit charged for the packaging. This will not affect the buyer's obligation to return the packaging.
b. The consumer will be charged a deposit upon purchase of an exchange product, unless agreed otherwise. If the buyer has not delivered the old part to be exchanged within three months of the purchase of the exchange product and/or has not delivered this correctly packaged (not safe / not completely coolant or oil-free), the seller is no longer obliged to refund the deposit charged to the buyer. This will not affect the buyer's obligation to return the old product.
c. Exchange products are only sold against delivery of the old part. The old part should be of the same make, design and composition and may not be broken, cracked, welded or damaged or incomplete in some other way. It must be possible to overhaul vital parts (in case of an engine, these are block, head, crankshaft and camshaft) in the usual way. If the product handed in is not satisfactory, the higher costs will be charged to the buyer and subsequent calculation will take place.
d. For environmental and safety reasons, the buyer must package the old parts to be delivered safely and coolant and oil-free at its own expense. The buyer will be liable for all damage incurred by the user and/or of third parties resulting from the incorrect delivery of the old parts. The seller will indemnify the buyer with regard to this.
e. Sale with purchase. If upon the sale of a new product against the purchase of a used product the old product remains available to the buyer while awaiting delivery of the new product, the new product will not become the property of the buyer until the old product has actually been transferred to the seller. As long as the buyer continues to use the old product, the old product will be entirely at the buyer's expense and risk.

Article 7 - If agreed: Inspection and commissioning trial in case of work to be delivered / risk and transfer of ownership
a. The client will inspect the case within at most 14 days after delivery as referred to in article 8 paragraph 2 or, if assembly/installation has been agreed, within at most 14 days after assembly/installation. The product will be deemed to have been accepted if this term has expired without a written and specified notification of well-founded complaints.
b. If a commissioning trial has been agreed, the client will allow the contractor to carry out the necessary tests following receipt or, if assembly/installation has been agreed, following assembly/installation, and implement those improvements and changes the contractor deems necessary. The commissioning trial will be conducted without delay following a request to that effect from the contractor in the presence of the client. In the event the commissioning trial was carried out without a specified and well-founded complaint, and if the client fails to comply with its aforementioned obligations, the product will be deemed to have been accepted. The client makes the facilities, including those referred to under article 5 under f, as well as representative samples and any materials to be modified or processed in sufficient quantities, available to the contractor in the correct location, in time and free of charge, so that the operating conditions for the product envisaged by the parties can be replicated as much as possible. The product is deemed to have been accepted if the client fails to comply with the above.
c. In case of minor shortcomings and in particular those that do not or hardly impact the envisaged use of the product, the product will be deemed to have been accepted despite these shortcomings. The contractor will resolve such shortcomings as yet as soon as possible.
d. Without prejudice to the contractor's obligation to comply with its guarantee obligations, acceptance in accordance with the previous paragraphs will exclude all claims on the part of the client in connection with a defect in the contractor's performance.
e. Transfer of risk and ownership
   Within the meaning of article 8, paragraph 2, the client bears the risk of all direct and indirect damage, which may be caused to or by this product, immediately after the product is delivered, unless this damage is attributable to the contractor's gross negligence. If the client fails to take receipt of the product following notice of default, the contractor will have the right to charge the costs that arise therefrom, including the storage costs of the product, to the client.
f. Without prejudice to the provisions of article 7.e and article 8 paragraph 2 above and without prejudice to the contractor's obligation to comply with its possible assembly/installation obligations, ownership of the product will not pass to the counterparty until all amounts the counterparty owes to the contractor pursuant to the deliveries or the related activities, including interest and costs, have been paid in full to the contractor.
   g. In such cases, the contractor will be entitled to unhindered access to the product delivered. The client will cooperate fully with the contractor in order to enable the contractor to exercise the retention of title included in article 14 by taking back the product including any required disassembly.

Article 8 - Delivery time
1. If no date of delivery was agreed for a product or service purchased, the user will inform the counterparty in time, in advance and in writing when the items of property will be ready for the counterparty inside the user's building, or when they will be delivered at the other agreed place.
2. The delivery time of the work to be delivered.
   a. This time commences at the later of the following moments:
      i. the day the agreement is concluded;
      ii. the day the contractor receives all data and documents and permits;
      iii. the day all formalities required for the activities to be commenced are fulfilled;
      IV. the day the contractor receives the amounts that must be paid by means of advance payment before the start of the activities pursuant to the agreement.
   b. If a delivery date or week has been agreed, the delivery time will be comprised by the period between the date the agreement is concluded and the delivery date or week.
   c. The product applies as delivered with respect to the delivery time when, in the event inspection at the contractor's premises has been agreed, it is ready for inspection and in all other cases when it is ready for dispatch to the client and the client has been notified thereof, and without prejudice to the contractor's obligation to comply with its possible assembly/installation obligations.
   d. The delivery time for the work to be delivered never applies as a strict deadline within the meaning of Article 6:83(a) DCC, but constitutes a term indicated without obligation and is based on the working conditions that apply at the time of the conclusion of the agreement and on the materials ordered by the contractor for the performance of the work. The delivery time will be extended insofar as necessary in case of a delay that is not attributable to the contractor as a result of changed working conditions or because the materials ordered for the performance of the work are not delivered in time.

   Changes to the agreement concerning a work to be delivered as referred to in article 3 paragraph 5 may also result in any delivery times indicated in advance being exceeded. In case of a change, the delivery time will be deemed to have been extended by a non-strict deadline in proportion to the agreed changes. Following performance of the agreed activities and notification thereof by the user to the counterparty, the counterparty will be obliged to collect the product concerned within one week following dispatch of the notification. If the counterparty fails to do so, it will nevertheless be obliged to pay the price due as if the product was delivered to it. In such cases, the user will have the right to charge the reasonable parking or storage costs to the counterparty.

   e. In the event the delivery time is exceeded for any reason whatsoever, the client will not be entitled to the performance or causing the performance of activities in implementation of the agreement without court authorisation.
   f. A possible penalty imposed on delivery times being exceeded must be considered to replace a possible entitlement to compensation on the part of the client. Such a penalty is not owed if the delivery time being exceeded is the result of force majeure.
3. Delivery times towards a buyer.
   a. Late delivery by the seller can never constitute a valid reason for the buyer to terminate the agreement, unless there is an expressly agreed delivery period and this period has been exceeded by more than 60%. And after this extended period has elapsed, the seller must first be given written notice of default by the buyer in which the seller is given a period of at least one month to comply, before the seller can be held to be in default.
   b. The buyer can also cancel the purchase agreement, but only in writing, in case the delivery term is exceeded. If the delivery time is exceeded by a period of up to and including four weeks, the buyer can cancel, provided that it pays the seller an amount equal to 10% of the purchase price of the cancelled product. If the buyer has not paid this amount after five working days, the seller can inform the buyer in writing that it requires compliance with the concluded purchase agreement. The buyer can no longer invoke cancellation in such cases. If the delivery time is exceeded by a period of more than four weeks, the buyer will have the right to cancel in writing without owing the seller compensation.

Article 9 - Technical documentation, advice and information provided
a. Unless otherwise agreed in writing, the user retains the copyrights and all intellectual property rights to the offers it has made and the designs, images, drawings, (test) designs, software etc. it has provided, with the exception of survey reports.
   The rights in respect of the aforementioned data remain the property of the user irrespective of whether the counterparty was charged costs for their creation. These data may not be copied, used or shown to third parties without the prior, written explicit approval of the user. The counterparty owes the user an immediately due and payable penalty of €20,000 for each violation of this provision. Compensation on the basis of the law may be claimed in addition to this penalty. The counterparty is required to return the data provided to it within the term set by the user upon demand. The counterparty owes the user an immediately due and payable penalty of €900 per day in case this provision is breached. Compensation on the basis of the law may be claimed in addition to this penalty.
b. Advice and information provided
   The counterparty cannot derive any rights from advice and information it receives from the user if they do not pertain to the agreement for the provision of a service. In the event the counterparty provides data, drawings and suchlike to the user, the user will have the right to assume that these are correct and complete within the context of the performance of the agreement. The counterparty indemnifies the user against all third-party claims related to the use of the advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the counterparty.

Article 10 - Replaced materials or items of property
Parts/materials replaced and/or left behind during the work become the property of the user, unless the parties have agreed otherwise in writing. In such cases, the counterparty will be obliged to take receipt of the parts and materials immediately after delivery of the product on which work was performed.

Article 11 - Payment
1. Unless the parties have expressly agreed otherwise in writing, payment of the total agreed price for the delivery of the product or the provision of the service must have taken place, without setoff, withholding or suspension by the counterparty, in which connection thirty percent must have been paid within at most 7 days after the conclusion of an agreement.
   Payment of additional work takes place as soon as it has been charged to the client.
2. In the event payment of purchases or assignments following delivery has been agreed, the counterparty will be obliged to pay the amount due or the remaining part thereof within the agreed payment term, as included in the offer.
3. The user may apply a payment term of at most thirty (30) days to its invoices and it lays that term down in its offer.
4. However, the user's claim is immediately due and payable in full, in which connection the counterparty is in default simultaneously, if:
   a. the counterparty submits an application for a suspension of payment or has been granted a suspension of payment, its bankruptcy has been applied for or it has been declared bankrupt or proceeds with assignment of the assets;
   b. attachment is levied against all or part of the property of the counterparty;
   c. the counterparty ceases or alienates all or an essential part of its business, transfers shares therein to a third party or continues it in a different manner.
5. Debts on the part of the counterparty on any other basis whatsoever must be paid to the user in cash or via bank transfer.
6. The counterparty is deemed to be the party that performs first within the context of a reciprocal agreement with the user. The user's performance in this connection consists of-completion or delivery of the product or the work carried out.
7. In the event the counterparty fails to pay any amount due in time, it will be in default by operation of law without such requiring any notice of default. From that moment onward, the counterparty will owe interest amounting to 1% per month, in which connection part of a month is considered to be a whole month, in respect of the outstanding amount until it has been paid in full, unless statutory interest is higher. In such cases, statutory interest will be owed until any amount due has been paid in full. All extrajudicial collection costs are for the counterparty's account. The counterparty owes 15% of the amount due in extrajudicial collection costs subject to a minimum of €200.00 insofar as permitted by law.

Article 12 - Dissolution
1. Dissolution of the agreement takes place by means of a written statement from the party with the right to dissolve. Before a written statement of dissolution is addressed to a party, it will always give the other party written notice of default and afford it a reasonable term to comply with its obligations as yet or to remedy the failures in which connection failures must be described accurately and in writing. The user must be afforded a term of twelve weeks because it works with special, often custom-made materials and parts.
2. In case of force majeure, the contractor will have the right to choose between the following options within three weeks after a circumstance that constitutes force majeure arises. Whether the agreement will be dissolved extrajudicially. Whether the term of delivery of a product or the provisions of a service may be changed. Both options without having to pay compensation. Following dissolution of the agreement, the user will be entitled to compensation of the costs already incurred and/or the activities already performed by it.
3. In the event the buyer fails to comply with any payment obligations or fails to do so in time or properly, which obligation arises from any agreement concluded with the user and these general terms and conditions, the user will have the right to dissolve all or part of the agreement with immediate effect without giving notice of default and without judicial intervention.
4. If the buyer/client is a natural person, the joint heirs will have the option upon his death of having the activities carried out in full or to have the activities that commenced stopped while paying for the costs of the activities already carried out by the user. The joint heirs must inform the user of the option they choose in writing within one month after the death of the buyer/ client who is a natural person, failing which the user will have the right to dissolve the assignment without judicial intervention. The joint heirs are and remain in all cases referred to in the first sentence of this provision jointly and severally liable for payment of the user's fee.
5. In the event the user dissolves the agreement, he will have the right to claim payment of the full agreed price, without prejudice to the right to compensation of the damages sustained by him and/or the profit lost as a result of the dissolution of the agreement. The profit is set at 15%.

Article 13 - Force majeure
Force majeure within the meaning of these general terms and conditions includes but is not limited to any circumstance beyond the user's control, even if this circumstance was already foreseeable at the time of the formation of the agreement, which prevents performance of the agreement in whole or in part permanently or temporarily, and, if this was not already included:
- war or a similar situation, riots, sabotage;
- fire, lightning strikes, explosions, the release of hazardous substances or gases;
- disruptions in the power supply, manufacturing or operational breakdowns of any nature;
- boycotts, factory sit-ins, blockades insofar as carried out by persons other than employees of the user;
- transport restrictions, time lost through frost, import and export bans;
- non-attributable failure(s) of third parties, engaged by the overhaul company for the performance of the agreement;
- all obstructions caused by governmental measures;
- epidemics; - theft, embezzlement of or damage to goods from a warehouse, workshop or another business premises of the user, or during transport.

The provisions set out in this paragraph also apply if these circumstances concern suppliers of the overhaul company and other third parties engaged by it.

Article 14 - Retention of title
1. Ownership of the product will not pass to the client until all amounts the client owes to the contractor pursuant to the deliveries or the related activities, including interest and costs, have been paid in full to the contractor. In such cases, the contractor will be entitled to unhindered access to the product delivered. The client will cooperate fully with the contractor in order to enable the contractor to exercise the retention of title included by taking back the product including any required disassembly.

Article 15 - Right of retention
In the case of activities, the contractor will have the right to exercise the right of retention with regard to the product if and for as long as:
- the client does not or does not fully pay the cost of the work on the product;
- the client does not or does not fully pay the cost of previous work carried out by the contractor on the same product;
- the client does not or does not fully satisfy other claims (including compensation for damage, interest and costs) that arise from the contractual relationship with the contractor.

Article 16 - Liability
1. In the event the buyer/client demands repair, remedy, replacement or new processing from the user on the basis of an attributable failure to perform an agreement, the related costs will be for the user's account subject to a maximum of the amount invoiced to the buyer/client in connection with this agreement.
   The user is only liable towards the buyer/client for damage that is the foreseeable and direct consequence of an attributable failure on the part of the user in the performance of its obligations under the agreement between it and the buyer/client. Any form of direct trading loss, other direct damage and damage resulting from liability towards third parties is excluded from compensation, with the exception of gross negligence on the part of the contractor.
   The contractor is therefore not liable either for:
   - infringement of patents, licences or other rights held by third parties as a result of information provided by or on behalf of the client.
   - damage or loss, for any reason whatsoever, to raw materials, semifinished products, models, tools and other items of property made available by the client.

   In the event the contractor provides advice and assistance of any kind in connection with the assembly without having been contracted to perform the assembly, such will take place for the client's risk.
   The user is not liable for theft, destruction or loss of items of property of the counterparty and/ or third parties located in or on the object and that are in the user's possession on that basis. Property of the counterparty also includes cargo, inventory and written documents and valuable papers.
2. Insofar as the user is obliged pursuant to the provisions set out in paragraph 1 to compensate damage, this only regards damage against which it is insured, or at least against which it reasonably ought to be insured, on the understanding that no amounts higher than the maximum insured amount or the amount to be reasonably insured will be eligible for reimbursement. The purpose here is to establish a damage limitation. Every other claim for compensation, whatever the reason, is excluded.
3. The buyer/client indemnifies the user against al third-party claims unless the user is liable in accordance with this article.

Article 17 - Exclusion of conformity rights (7:17 DCC et seq.)
1. The seller does not guarantee that the product delivered complies with the agreement (conformity). The seller does not guarantee either that the product delivered has the characteristics that are required for normal use taking into account all circumstances and for any special use that may have been agreed. If the seller is obliged to install the product purchased and this installation was not carried out properly by the seller, such will not be considered equivalent to a failure on the part of the product to comply with the purchase agreement.
2. The consequences of a possible improper performance of the work attributable to defects or unsuitability of the materials or devices used by the contractor are for the contractor's account.
3. However, the contractor does not provide a guarantee concerning errors in the design of a product if he did not deliver this design himself. The contractor does not guarantee the usability and soundness of the materials and the items of equipment in respect of which the client determined that they must be used or that were delivered by the client himself. If the contractor knows or could know that the design or the materials contain certain shortcomings, he will be obliged to inform the client thereof.
4. The seller/contractor does not guarantee the following:
   a. defects following delivery that prove to have been caused by normal wear and tear, inexpert use or a lack of due care;
   b. defects that result from changes to the product delivered that were made by the client or third parties;
   c. damage that has arisen as a result of the above failures.
5. Obligation to complain
   Complaints regarding defects must be submitted immediately after their discovery accompanied by a written and specified statement from the client/buyer. In the event the terms mentioned are exceeded, all claims against the buyer/client concerning the defects concerned lapse.
   Legal action in this respect must be brought within two years of the complaint being made in good time, at the risk of such a claim lapsing.
   If the buyer/client wants to lodge a complaint, it must allow the user to inspect the delivered products and/or have them inspected, under penalty of expiry of the right to rely on failures. If the complaint is declared well-founded, the cost of this inspection and the return of the delivered products will be at the expense and risk of the user. Products sent back will not be accepted unless previously approved in writing by the user. They must be sent carriage paid and properly packed (safe and entirely free of coolant and oil).
6. Alleged failure to comply with its obligations on the part of the contractor does not release the client from the obligations arising for it from any agreement concluded with the contractor

Article 18 - Choice of law and forum
1. All agreements between the user and the buyer/client are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded. This insofar as any law or treaty text does not exclude this choice of law.
2. All disputes that may arise pursuant to or in relation to an agreement as referred to in these terms and conditions, as well as pursuant or in relation to agreements resulting from such an agreement will, if they cannot be resolved by mutual agreement, be brought before and decided by the competent judge in the district in which the user is registered.

Article 19 - Conflict with legal provisions
Should any provision set out in these corporate conditions for commercial parties not apply or should it be in violation of public order or the law, then the provision in question will be considered as not having been written, and the other conditions will remain fully in force. The user reserves the right to change the disputed provision into a legally-valid one.

Article 20 - Authentic language
In case of doubt, the Dutch version of these general terms and conditions applies also if these terms of delivery and payment were provided in a language other than the Dutch language.