



GoodFlow B.V.
Blaak 40
Rotterdam
3011 TA
t +31 (0)6 1303 7450
e info@goodflowcompany.com
w www.goodflowcompany.com
IBAN NL94ABNA0133844803
VAT I.D.-nr NL866467476B01
Chamber of Commerce 93611250

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODFLOW WITH ITS
corporate seat in Utrecht, the Netherlands, version May 2024, filed at the Registry of the District
Court of Utrecht, location Utrecht, the Netherlands.

Article 1 – Definitions

In these General Terms and Conditions of Purchase the following definitions apply:

Agreement means the agreement between GoodFlow and the Supplier based upon which the Supplier is obliged to make the Delivery.

DCC means the Dutch Civil Code.

Delivery means the goods, works and/or services to be supplied by the Supplier to GoodFlow under the Agreement.

GoodFlow means GoodFlow B.V. as well as all affiliated companies of GoodFlow B.V., making use of and/or referring to these Terms and Conditions.

Parties means GoodFlow and the Supplier jointly.

Party means GoodFlow or Supplier.

Price means the consideration due by GoodFlow to the Supplier for or in relation to the Delivery.

Supplier means the opposite party of GoodFlow making the Delivery.

Terms and Conditions means these general terms and conditions of purchase.

Article 2 – Applicability

2.1 These Terms and Conditions are applicable to all Agreements as well as all requests, quotations, offers, instructions, purchase orders, order confirmations and other juridical acts with respect to the supply of goods, the performance of services, the execution of instructions and the performance of other activities by the Supplier for and/or on behalf of GoodFlow.

2.2 Any modification of or addition to these Terms and Conditions shall be valid only if expressly agreed in writing.



2.3 Any general conditions of, used by or referred to by the Supplier, however described, are expressly excluded from applicability. The applicability of such general conditions is explicitly rejected by GoodFlow.

2.4 If any provision of the Agreement differs from or is contradictory to the substance of these Terms and Conditions, the substance of the Agreement shall prevail.

Article 3 – Conclusion of the Agreement

3.1 Quotations and offers from the Supplier shall be binding and irrevocable, unless the relevant quotation or offer explicitly states that it is non-binding.

3.2 No Agreement between GoodFlow and the Supplier will exist until GoodFlow has expressly accepted a quotation or offer from the Supplier in writing by means of a purchase order confirmation.

3.3 Oral orders and/or instructions shall only be binding on GoodFlow, if and to the extent these have been confirmed by GoodFlow in writing.

3.4 All costs involved in preparing a quotation or offer shall be borne by the Supplier, whether or not an Agreement is concluded on the basis thereof.

3.5 Additions and/or changes to the Agreement and/or the purchase order confirmation referred to in article 3.2, are not binding on GoodFlow, unless accepted by GoodFlow in writing.

3.6 The Supplier is obliged to point out to and/or warn GoodFlow of conflicts and/or errors and/or omissions in the Agreement, including the corresponding annexes, and to do so as much as possible before starting with the execution of said Agreement. If the Supplier fails to point these out to GoodFlow or fails to warn GoodFlow of these, all consequences thereof are at the risk and expense of the Supplier.

Article 4 – Price

4.1 The Price agreed between GoodFlow and the Supplier is a fixed price, not subject to any increases for whatever reason.

4.2 Unless expressly otherwise agreed in writing, agreed prices are DDP ('Delivery Duty paid') according to the Incoterms 2020 and therefore and furthermore inclusive of all costs of for instance, but not limited to documentation, certification, testing, packaging, labelling and shipment/transport, and inclusive of all taxes and levies.

4.3 The provision of article 4.1 also applies with regard to price increases, whether or not on the basis of a price index that the Supplier wants to apply based on increased wage costs, rise in taxes and/or energy, material and/or raw material costs, even if such price increases are permitted by the authorities. Reliance by the Supplier on the provisions of article 6:258 DCC is expressly excluded in this connection. If the Supplier nevertheless exercises a power to increase the Prices on the basis of mandatory law and/or any statutory provision, GoodFlow may dissolve the Agreement without any notice of default and without being liable in damages.

Article 5 – Scope of the Delivery

5.1 The scope of the Delivery follows from the Agreement and furthermore includes all that is necessary to achieve the purpose intended by GoodFlow with the Delivery.

5.2 The Supplier also ensures that it makes all information, documentation and certification available to GoodFlow in full and on time that is relevant for or in connection with the Delivery and that this information, documentation and certification is correct and complete.



5.3 The Supplier furthermore warrants the correctness and completeness of the information and specifications provided in this connection by or on behalf of the Supplier.

5.4 The Supplier is expected each time to immediately check the correctness, completeness and/or clarity of the information provided to him by or on behalf of GoodFlow and to notify GoodFlow immediately in writing of any lack in this regard. If the Supplier fails to do this, all consequences thereof are at the risk and expense of the Supplier.

5.5 The delivery of goods also includes their unloading and stacking at the place indicated by GoodFlow.

Article 6 – Delivery periods

6.1 The Supplier is obliged to make each Delivery in time. The agreed delivery periods are considered to be strict deadlines, which means that exceeding the delivery period will result in the Supplier being in default.

6.2 The Supplier will never be entitled to suspend and/or postpone one or more of its obligations for whatever reason.

6.3 GoodFlow will inform the Supplier within a reasonable period of time before the date on which the Delivery should start or take place according to the Agreement if the Supplier cannot start its work in connection with the Delivery at the agreed time or if the goods to be supplied cannot be delivered at the agreed time. In that case, the agreed delivery period will be extended on a pro rata basis, without the Supplier being entitled to any compensation from GoodFlow of costs and/or damage and/or loss with regard to that extension.

6.4 The Supplier, in turn, will immediately inform GoodFlow if and as soon as he knows or reasonably ought to suspect that he will not be able to make the Delivery in time or complete it, for any reason whatsoever, without prejudice to the provisions of article 6.1.

Article 7 – Delivery of goods

7.1 Goods shall be delivered in the manner and at the place and time stated in the Agreement and/or purchase order confirmation mentioned in article 3.2.

7.2 Goods to be delivered by the Supplier, including their labelling, packaging and/or transport, shall always comply with all statutory and applicable treaties, laws and regulations. The information, documentation and certification as mentioned in article 5.2 will demonstrate such compliance.

7.3 Unless otherwise agreed upon in writing, the Supplier shall not make partial deliveries. If the parties have agreed that partial deliveries will be made, then for the purposes of these Terms and Conditions the term Delivery includes a partial delivery.

7.4 Overruns or underruns shall only be accepted, if this has been expressly agreed in writing. If the Supplier delivers goods in excess of the ordered quantities, GoodFlow will not be obliged to pay any additional compensation. The Supplier is obliged to take back the goods delivered in excess at its expense on first request of GoodFlow. If the Supplier delivers less (quantities of) goods than ordered, the Price will be decreased pro rata.

7.5 A delivery of goods shall be completed at the moment when the goods are received by or on behalf of GoodFlow and GoodFlow has signed 'for receipt'. Such signing leaves intact the possibility of the delivered goods being rejected pursuant to article 9 of these Terms and Conditions. Furthermore, the Supplier cannot derive any right whatsoever from the signing referred to in the first sentence of this paragraph and such signing will therefore not prevent GoodFlow (for example) from exercising any rights towards the Supplier in case of any default on the Supplier's side and/or defects of the Delivery.



Article 8 – Delivery of services

8.1 Services shall be performed in the manner and at the place and time stated in the Agreement and/or purchase order confirmation mentioned in article 3.2.

8.2 The delivery of services shall have been completed at the moment when GoodFlow has confirmed in writing that the services have been performed or that it has approved the services performed. The Supplier cannot derive any right whatsoever from this confirmation or approval and the confirmation or approval will therefore not prevent GoodFlow from exercising any rights towards the Supplier in case of any default on the Supplier's side and/or defects of the Delivery.

8.3 The Supplier shall not contract out the performance of services to third parties except with the prior written permission of GoodFlow.

8.4 The Supplier is responsible for and shall ensure the availability of the auxiliary materials, personnel and/or third parties to be used or engaged for the purposes of the services to be performed.

Article 9 – Inspection

9.1 GoodFlow may at all times inspect or cause the inspection, examination and/or testing of the Delivery. The Supplier shall give his full cooperation to such inspection, examination or testing, without being entitled to any consideration in this regard.

9.2 If any goods are rejected, GoodFlow shall notify the Supplier. GoodFlow shall store the rejected goods or cause them to be stored at and for the Supplier's expense and risk. If the Supplier has not taken back the rejected goods within 14 days after GoodFlow notifies the Supplier that the delivered goods have been rejected, GoodFlow may without the Supplier's permission return these goods to the Supplier at the latter's expense and risk or sell or destroy them.

9.3 The Supplier cannot derive any right from an inspection, examination or testing referred to in article 9.1 or from the fact that no such inspection, examination or testing has taken place.

9.4 GoodFlow is never bound by any time-limit set by the Supplier, before which GoodFlow should inspect, examine or test the goods to be delivered or to inspect and/or reject these.

9.5 The applicability of article 7:23 DCC is explicitly excluded.

Article 10 – Ownership and Risk

10.1 The ownership and risk of the Delivery will pass to GoodFlow at the time of the delivery thereof.

10.2 In the event of an advance payment made by GoodFlow with regard to the Delivery of goods, the ownership of the goods to be delivered passes at the time the payment in advance is made. In that case, the risk of those goods will pass at the time of the delivery thereof.

10.3 The ownership of and risk in the goods to be delivered will pass irrevocably to GoodFlow when GoodFlow has taken delivery of the goods at the place and in the manner agreed upon, without prejudice to any right of GoodFlow to reject such delivered goods. The Supplier warrants that GoodFlow acquires the unencumbered ownership of the Delivery, i.e. the goods. The Supplier will not retain ownership to one or more of the goods to be delivered and will indemnify GoodFlow against any rights of third parties to those goods. 10.4 If – contrary to the provisions of article 10.3 – it is agreed that the Supplier will retain title to the goods that it has to deliver to GoodFlow, GoodFlow will be allowed to further process and sell the goods delivered in the ordinary course of its business. In that case, GoodFlow does not warrant that the Supplier can successfully rely on the retention of title mentioned above.

10.5 If and to the extent GoodFlow hands over one or more goods for processing to the Supplier under the Agreement, those goods will be and continue to be the sole property of GoodFlow at all times. The



Supplier will store these goods as such and keep them separate from other goods stored at its premises as well as mark or designate these goods as being GoodFlow's sole property and in such other way, as a result of which it will be clear to third parties at all times that those goods are the property of GoodFlow. The Supplier will also invoke the property rights of GoodFlow with regard to those goods against third parties that seek recovery from one or more of those goods and he will immediately inform those third parties of the property rights of GoodFlow. The Supplier shall not use said goods for or allow them to be used by third parties except with the written authorization of GoodFlow.

10.6 In the case referred to above in article 10.5, the Supplier will inform GoodFlow immediately if one or more third parties intend to seek recovery from the goods or if there are reasonable grounds to suspect that this will or could happen.

10.7 GoodFlow is entitled at all times to collect or cause to collect the goods that are his property from the Supplier and the Supplier will cooperate in this (in each case and unconditionally). In this connection, the Supplier will not invoke any right of retention and/or other right of suspension that he may have.

10.8 The Supplier hereby waives all other rights and powers it has on the strength of the right of retention or the right of recovery.

Article 11 – Packaging and Shipment

11.1 The Supplier shall pack and label the Delivery, i.e. the goods at its expense with due observance of the requirements imposed by the Agreement and/or the purchase order confirmation of GoodFlow as well as in accordance with applicable treaties, law and/or regulations and in a manner that is appropriate for the goods. The Supplier shall be liable for any damage caused by insufficient or inadequate packaging and/or labelling. Breakage of and damages to the goods arising during loading, transport and unloading are at the expense of the Supplier.

11.2 Each shipment shall be accompanied by a packing list.

11.3 The Supplier shall take back packing material on GoodFlow's demand.

11.4 Packaging or loaned packaging will be taken back and/or returned at the Supplier's expense and risk to a destination determined by the Supplier.

Article 12 – Payment

12.1 Payment shall be made within the agreed term of payment and if no such term of payment has been agreed upon by the Parties within 60 days after the end of the month in which these invoices are received by GoodFlow, provided that the Delivery has been approved and after receipt of all accompanying information, documentation and certification as well as the comprehensive invoice of the Supplier, correctly addressed.

12.2 The Supplier's invoice shall always state a purchase order number issued by GoodFlow – without such number referred to, GoodFlow will send back the Supplier's invoice – and shall be sent to the mailing address of GoodFlow.

12.3 If the Supplier fails to fulfil any obligation under the Agreement, including these Terms and Conditions, GoodFlow may suspend its obligation to pay any invoice of the Supplier.

12.4 If the Supplier has not invoiced the amounts to which he is entitled to under the Agreement within 6 months after the delivery has taken place, the right of the Supplier to claim payment of the amounts in question and to the corresponding Delivery will cease to exist.

12.5 Payment by GoodFlow shall in no way whatsoever imply a waiver of any right.

12.6 GoodFlow may at all times set off any claim of the Supplier on GoodFlow against claims, which GoodFlow has on the Supplier on any account whatsoever.



Article 13 – Warranties

13.1 The Supplier warrants that the Delivery will conform to the Agreement and these Terms and Conditions in each and every way.

13.2 The Supplier in this regard (also) warrants that:

- (i) the Delivery will have or be conform the agreed specifications, for instance, but not limited to the specifications regarding quantity and quality thereof as well as the life-time and/or shelf-time thereof;
- (ii) the Delivery is suitable for the purpose for which it is purchased and/or the Agreement was concluded. The Supplier will always be considered to be known with that purpose and is under the obligation to investigate such purpose to the highest extent possible before making the Delivery;
- (iii) any goods delivered are new and free of defects and unencumbered by rights of third parties;
- (iv) any services delivery will be carried out competently and without interruption;
- (v) the Delivery meets the requirements laid down in the Agreement or at the date of Delivery applicable or in force on the basis of applicable treaties, law, regulations, any applicable self-regulatory rules and/or demands made by GoodFlow, inter alia with regard to quality, quantity, health, safety, environment and advertising;
- (vi) the goods bear a designation of the manufacturer or the person marketing the goods;
- (vii) the goods bear and are accompanied by all information and instructions which are necessary for their correct and safe use; and that
- (viii) the goods are provided with and accompanied by all information, labelling, documentation and/or certification obligatory on the basis of applicable treaties, law, regulations and any applicable self-regulatory rules and/or requested by GoodFlow, regardless whether that information, labelling, documentation and/or certification was requested by GoodFlow before, during or after entering into the Agreement.

13.3 The Supplier furthermore warrants that

- (i) there will not be acted in breach of the for him prevailing legislation in the field of child labour;
- (ii) discrimination based on race, sex, religion etc., will not occur and that any form of discrimination will be prohibited;
- (iii) forced, hidden, dangerous work or community service will be out of the question, with the exception of the work of convicts whom are free to choose to work somewhere and receive a salary in conformity with the market;
- (iv) the employees are offered reliable and secure labour- and living conditions;
- (v) the right to freedom of association will be respected; and that
- (vi) all other requirements as set out in the GoodFlow Code of Conduct - the latest version of which can be found on the website of www.Goodflowcompany.com and will be provided by GoodFlow on the Supplier's first request - will be met in relation to (the execution of) the Agreement.

13.4 The warranty period shall be five years after the date the Delivery is made, unless otherwise agreed in writing.

13.5 Any defects and/or non-compliances with the warranties that arises during the warranty period will be immediately repaired by the Supplier at its expense and risk on first request of GoodFlow, whether by replacement or not. This does not affect any other rights of GoodFlow to compensation of any damages and/or loss suffered as a result of those defects and/or non-compliances.

13.6 If the Supplier does not comply with its warranty obligations pursuant to this article in full and on time or if the repair of a defect or non-compliance does not permit any delay, GoodFlow is free to repair



or cause to repair the defect or non-compliance in question at the expense and risk of the Supplier, whether or not through replacement.

Article 14 – Breach, Termination

14.1 If the Supplier fails to comply with any obligation under the Agreement (and/or these Terms and Conditions) properly, in full and on time, the Supplier will be in default without any notice of default being required and GoodFlow will have the right, at its discretion:

(i) to suspend the performance of the Agreement and contracts and/or obligations directly related thereto, until

the Supplier sufficiently ensures compliance with its obligations; and/or

(ii) to terminate the Agreement and contracts directly related thereto, either wholly or partly.

14.2 Furthermore, in the event of a suspension of payments, whether temporary or not, bankruptcy, shutdown of the business or dissolution of the company of the Supplier, GoodFlow will have the right, at its discretion:

(i) to suspend the performance of the Agreement and contracts and/or obligations directly related thereto, until the Supplier sufficiently ensures compliance with its obligations; and/or

(ii) to terminate the Agreement and contracts directly related thereto, either wholly or partly.

14.3 If a situation as referred to in articles 14.1 and/or 14.2 occurs, all claims of GoodFlow against the Supplier will be immediately fully due and payable.

14.4 If GoodFlow terminates the Agreement and/or contracts related thereto, the Supplier will not be entitled to any compensation for costs, damage and/or loss. A termination will not have as a result that any right of GoodFlow as included in the Agreement and/or these Terms and Conditions will end or cease to exist.

Article 15 – Improper Advantage

15.1 The Supplier declares, shall see to it and warrants that:

(i) he, when performing the Agreement, will not in any improper or unlawful manner (have others) promote or (have others) bring about any improper advantage for GoodFlow by inter alia – whether directly or indirectly – offering (or having others offer), promising (or having others promise), paying (or having others pay), donating (or having others donate), or accepting (or having others accept) any offer, promise or donation of any amount of money or any other advantage of which the value can be expressed in money, and that

(ii) he has not made (or had others make) any of the abovementioned offers, promises, payments, donations or promises before entering into the Agreement.

15.2 The Supplier shall be held to impose the obligations referred to in article 15.1 to its (executive or subordinate) employees or third parties called in by him in the performance of the Agreement. The Supplier warrants that the aforesaid employees and third parties will not act in breach of the relevant obligations.

Article 16 – Confidentiality

16.1 The Supplier shall keep absolutely secret all information originating from GoodFlow (including ideas, knowledge, trade secrets, data, procedures, substances, samples and the like) which comes to its knowledge in connection with the Agreement and its performance on the basis thereof and which



GoodFlow has designated to be confidential or which the Supplier can reasonably assume to be confidential (“Confidential Information”). The Supplier shall restrict access to Confidential Information to the persons who need to know this information for the purposes of the Agreement and/or the execution thereof. Except with the prior written permission of GoodFlow, the Supplier shall not disclose or make public the Confidential Information or any part thereof to any person, firm, company or other entity and the Supplier shall not use the Confidential Information or any part thereof for any other purpose than for the Agreement and/or the execution thereof.

16.2 The obligation to observe secrecy of article 16.1 does not apply to information of which the Supplier can prove supported by documentary evidence that it:

- (i) was fully in its possession prior to disclosure by GoodFlow without the Supplier having an obligation to observe secrecy towards GoodFlow or a third party;
- (ii) already was or subsequently came to be common knowledge or available at the time of disclosure by GoodFlow, otherwise than by an act or omission of the Supplier;
- (iii) was acquired by the Supplier from a third party who was not bound to keep this information secret;
- (iv) was developed independently by the Supplier without any use of information disclosed by GoodFlow;
- (v) must be disclosed by the Supplier pursuant to the law, any provision or regulation of a body approved by the government or a binding and final decision of a court or other public authority. In such case the Supplier shall give GoodFlow timely written notice in order to make it possible, in consultation with GoodFlow, to limit the extent of the disclosure by the Supplier to what is strictly required.

16.3 The Supplier shall impose the same obligation as that imposed on it by article 16.1 on its employees or third parties it has engaged in the performance of the Agreement. The Supplier warrants that these employees and third parties will not act in violation of the said obligation of secrecy.

Article 17 – Intellectual Property

17.1 If the Delivery or any part thereof is subject to intellectual property rights which the Supplier can prove already existed before the Agreement became effective and were held by the Supplier or were developed independently of the Agreement and its performance, these intellectual property rights shall vest in the Supplier. The Supplier grants GoodFlow a non-exclusive, irrevocable, perpetual, worldwide and transferable right of use with respect to such intellectual property rights for any purpose connected with GoodFlow’s business or activities. This right of use of GoodFlow shall include the right to grant the same right of use to her group companies, affiliates, (potential) customers or to other third parties with which he maintains a relationship in connection with the operation of his business.

17.2 The Supplier warrants that the use (including the resale) of the Delivery does not infringe any intellectual property rights or other rights or property rights of third parties.

17.3 The Supplier shall indemnify GoodFlow against all claims from third parties arising from any infringement of the rights mentioned in article 17.2 of these Terms and Conditions and the Supplier shall compensate GoodFlow for all damages resulting therefrom.

17.4 Without prejudice to article 17.1, all intellectual property rights relating to all materials, processes, data, drawings, information, reports, know-how, inventions, trade secrets, improvements, techniques and other results, together with all accompanying documentation, which come into existence in connection with or as a result of any relationship (including the Agreement) between GoodFlow and the Supplier shall vest exclusively in GoodFlow from the moment of their coming into existence. To the extent necessary the Supplier irrevocably transfers in advance all such intellectual property rights to GoodFlow and for no consideration, which transfer



GoodFlow accepts. If the situation arises that an instrument or other formal act is required for any such transfer or entry in relevant registers, the Supplier hereby commits itself to cooperate unconditionally in such act or, respectively, hereby grants irrevocable power of attorney to GoodFlow to cause such transfer or entry (or other formal act) to be effected.

Article 18 – Liability

18.1 The Supplier will be liable for all damages and/or losses that GoodFlow and/or third parties may suffer because of or in connection with the performance of the Agreement, whether or not arising from or caused by acts or omissions on the part of the Supplier, its employees or other persons engaged by the Supplier, either directly or indirectly, in the performance of the Agreement.

18.2 The provisions of article 18.1. apply equally in the event of any damages and/or losses, of whatever nature and/or to whatever extent, which are a direct or indirect consequence of a breach of the Agreement by or on behalf of the Supplier.

18.3 The Supplier will unconditionally indemnify GoodFlow against the damages and/or losses referred to in articles 18.1. and 18.2. The Supplier will also indemnify GoodFlow in this connection against all claims of third parties of whatever nature and for whatever reason.

18.4 The Supplier is obliged to take out proper and sufficient insurance for its liability referred to in the preceding articles. On first request of GoodFlow, the Supplier will allow inspection of the relevant insurance policies and proof of payment of the insurance premiums and (thereupon), if this is necessary in the reasonable opinion of GoodFlow, increase the insured amounts.

18.5 The Supplier will transfer payments or insurance money and/or any future claims thereto to GoodFlow on the latter's first request.

18.6 GoodFlow shall not be liable for any damage suffered on the part of the Supplier, unless the damage results from intent or willful recklessness exclusively on the part of GoodFlow's executive staff.

Article 19 – Force Majeure

19.1 In case of force majeure on the part of either party the performance of the Agreement shall be fully or partly suspended for as long as the situation of force majeure continues, without either Party being liable to pay any compensation to the other Party. If the situation of force majeure continues for more than thirty (30) consecutive days, the other Party will be entitled to dissolve the Agreement with immediate effect by registered letter and without recourse to the courts, without this giving rise to any right to compensation. Force majeure on the part of the Supplier shall in any case not include: lack of personnel, strikes, breach of contract by third parties engaged by the Supplier, failure or breakdown of production facilities and/or auxiliary materials, nondelivery by and/or other shortcomings of third parties engaged by the Supplier, liquidity or solvency problems of the Supplier and government measures on the account of the Supplier.

Article 20 – Assignment

20.1 The Supplier may not assign and/or pledge any of its rights and obligations under the Agreement and these Terms and Conditions to third parties without the prior written permission of GoodFlow. This article is a clause as meant in article 3:83 (2) DCC.

20.2 The Supplier may not contract out the performance of any of its obligations under the Agreement and these Terms and Conditions without the prior written permission of GoodFlow.



Article 21 – Miscellaneous

21.1 The invalidity or unenforceability of one or more provisions of these Terms and Conditions does not affect the validity of the other provisions. In that case, the invalid or unenforceable provision(s) will be replaced by (a) new provision(s) that is (are) as similar as possible in content and purport to the replaced provision(s).

21.2 If GoodFlow concludes an Agreement with one or more natural persons or legal entities jointly, each of these natural persons or legal entities will be jointly and severally liable for the compliance with the obligations under that Agreement and these Terms and Conditions.

21.3 If GoodFlow does not demand performance of any provision of an Agreement and/or these Terms and Conditions within the period of time stipulated in them, this does not affect his right to require performance, whether or not at a later date, unless GoodFlow expressly agreed to the non-performance in writing.

Article 22 – Applicable Law and Jurisdiction

22.1 The legal relationship between GoodFlow and the Supplier is governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention, unless the position of GoodFlow under the Vienna Sales Convention is better than its position under the DCC, the Agreement and these General Conditions, in which case the (better) provisions of the Vienna Sales Convention prevail.

22.2 All disputes between GoodFlow and the Supplier shall be settled by the competent court of Utrecht, location Utrecht, the Netherlands. Contrary to the foregoing, GoodFlow is however entitled, in those cases in which she will act as plaintiff, to choose to have the relevant dispute settled by means of arbitration by the Dutch Arbitration Institute (NAI), with place of arbitration being Utrecht, the Netherlands. 22.3 The foregoing in paragraph 2 does not affect GoodFlow's right, where appropriate, to summon the Supplier in indemnity before the court where a main action has been brought against it.