

REDORANGE INDUSTRY BV – CONDITIONS OF SALE

In these conditions unless the context requires otherwise:

“Customer”	means the company, firm, body or person purchasing the Goods.
“Company”	means RedOrange Industry, a trading name of RedOrange Industry BV, a company registered in the Netherlands; Company Registration Number: 32142478, VAT Registration Number: NL820104243B01, whose registered office is at Aquamarijnstraat 61, 7554 NN Hengelo, the Netherlands, and any subsidiary of the Company by which the Goods are sold.
“Goods”	means the goods forming the subject matter of the Order or Contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery, equipment, parts, spares, commodities etc. and whether one or a number of items whether or not identical or similar.
“Services”	means the services forming the subject matter of the Order or Contract including (but not limited to) services in respect of labour, installation, commissioning, supervision, consultancy and maintenance.
“Order”	means a purchase order in respect of the Goods, issued by the Customer to the Company on the Customer’s official purchase order form, together with all documents referred to in it.
“End-Client”	means the ultimate end-user of the Goods or Services, and where the Goods or Services are supplied for or in connection with a vessel, includes the registered owner, beneficial owner, operator, manager, charterer and master of that vessel.
“Vessel”	means any ship, vessel, rig, platform, barge or other marine craft in respect of which, or for the benefit of which, the Goods or Services are supplied, whether directly or indirectly.

1. QUOTATIONS AND TENDERS

- (a) Any conditions stipulated in the Customer’s Order inconsistent with these conditions shall not apply unless agreed in writing. Placing of an Order by the Customer implies acceptance of these conditions.
- (b) All quotations made and all Customer Orders accepted are subject to the following terms and conditions and no addition thereto or variation therein shall be made or can apply unless agreed in writing by the Company.
- (c) Additional work or supply items requested by the Customer outside of the scope of the original Order or Contract will be offered via a separate written quotation. Contract/Order variations will not be actioned without a written authorised Order to cover.
- (d) The Company reserves the right to decline any Order placed in response to the Company’s quotation. A Contract will only come into being upon acceptance of the Order by the Company in writing.
- (e) When an Order is placed by the Customer and subsequently cancelled, the Customer shall reimburse any costs incurred by the Company as a result of cancellation.
- (f) Where Goods are supplied from stock, such supply is subject to availability at the time of delivery.
- (g) Quotations/tenders submitted by the Company shall remain valid and open for acceptance for a period of 30 days from the date of tender, unless in the quotation/tender some other period is specified or accepted.
- (h) The Company reserves the right to pass on any additional costs resulting from increases in costs to the Company from its suppliers between the time of issue of the quotation/tender and the time of Customer acceptance and issue of an Order.
- (i) Any items not specifically detailed within the Quotation are not included within the scope of supply.
- (j) All quotations, tenders, Orders and Contracts are subject to the Company’s sanctions, vessel and end-client screening under clause 18 and to the grant and continuation of any export licence or authorisation required. The Company may withdraw a quotation, decline an Order or decline to enter into a Contract on that basis at any time and without liability, and no such withdrawal or refusal shall entitle the Customer to any claim for costs, damages or loss of profit.

2. PRICES

- (a) All quoted prices are nett. and based upon Euro (EUR) unless otherwise stated.
- (b) All quoted prices exclude VAT or any other taxes/duties relating to the manufacture, transportation, export, import, sale or delivery of the Goods.
- (c) All Goods are sold "ex-works" unless otherwise stated. If the Company arranges or undertakes the carriage, freight, insurance and any other transport costs beyond the point of delivery i.e. ex-works, such costs shall be charged to the Customer and shall not affect the provisions of the Contract as to the passing of risk.
- (d) All quoted prices exclude personnel travelling expenses, accommodation and reasonable daily subsistence allowances when on site attendance by the Company's representative(s) is required by the Customer for duties such as installation, commissioning, faultfinding, warranty, consultancy, supervision and similar.
- (e) All quoted prices exclude the cost of any export licence, authorisation, end-user certification, legalisation, third party sanctions screening or compliance verification required in connection with the Order. Such costs shall be charged to the Customer at cost plus ten per cent (10%).

3. TERMS OF PAYMENT

- (a) Where a credit account is requested by the Customer, the Company reserves the right to carry out reasonable credit checks against the Customer and to withhold or extend credit facilities as it sees fit. Where credit is extended to the Customer the Company reserves the right to set the appropriate credit limit at its discretion.
- (b) Where credit is not approved all transactions will be based upon a pro-forma arrangement and Goods will be dispatched upon receipt of cleared funds.
- (c) Subject to credit facilities being approved by the Company payment terms are as follows:
 - Goods and Services are to be paid for 30 calendar days after invoice date unless otherwise stated in the Quotation or Tender Return.
 - For large projects and orders a staged payment schedule will apply which will be clearly stated in the Quotation or Tender Return. The following payment schedule will apply (unless otherwise agreed): 30% of total order value with order, 50% of total order value upon notification that equipment is available for delivery, 10% of total order value upon delivery and the balance (10%) upon successful installation & commissioning.
- (d) Where parts of a single Order are delivered in separate consignments, each consignment may be invoiced separately and treated as a separate account and be payable accordingly. Failure to adhere to payment terms for individual consignments of an Order (part Order) or on delivery of complete Orders (complete Order) entitles the Company to suspend delivery of that particular and all other Orders without prejudice to any other right the Company may have. The Company reserves the right to charge statutory commercial interest on overdue accounts in accordance with Article 6:119a of the Dutch Civil Code, together with extrajudicial collection costs in accordance with Article 6:96 of the Dutch Civil Code. Where genuine doubt arises as to the financial position of the Customer or in the case of failure to pay for any Goods or Services delivered, the Company reserves the right to withhold further Goods and Services without liability until payment is received in full or satisfactory security for payment is received.
- (e) The Company may refuse, return or decline to process any payment, and may decline to release any Goods against such payment, where in the Company's reasonable opinion accepting or processing that payment would or might breach Sanctions, or where the payment originates from or is routed through a Restricted Party, a Restricted Territory or a sanctioned financial institution. Any resulting non-payment shall be at the Customer's risk and shall not relieve the Customer of its payment obligations, and the Customer shall promptly arrange an alternative compliant means of payment.

4. DOCUMENTATION, APPROVAL, TESTING and ACCEPTANCE

- (a) All technical details and other related information necessary to complete the manufacture and documentation are required in reasonable time before the required dispatch date of the Goods. Failure to receive such details/information may result in late dispatch of the Goods.
- (b) All design drawings require signed approval by the Customer's authorised representative before commencing build/installation unless special agreement applies.
- (c) All Orders for equipment and/or systems built and approved to the Customer's individual specification cannot be cancelled or returned.

- (d) Where testing and inspection of Goods prior to dispatch is required by the Customer or its agents this will be carried out at the Company's works and will be final unless special agreement applies. Any reasonable expenses incurred by the Company resulting from additional testing requirements outside of the scope of the original Quotation will be charged to the Customer.
- (e) Where trials and acceptance testing of Goods after installation and commissioning on site are required by the Customer or its agents this will be carried out according to the Quotation and will be final unless special agreement applies.
- (f) Third party survey and inspection fees (including but not limited to Marine Classification Society survey and inspection fees) are not included in the Quotation. Unless by prior agreement, the Customer will arrange at its expense all such surveys and inspections at the Company's works.
- (g) A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any Order or any part of it shall not entitle the Customer to cancel or refuse delivery of or payment for any other Order, delivery or instalment or any part of the same Order, delivery or instalment.

5. DELIVERY & FORCE MAJEURE

- (a) The Company shall undertake to exercise all reasonable care to deliver the Goods to the schedule detailed in the Quotation.
- (b) Neither party shall lose any rights hereunder or be liable to the other party for delays, damages or losses, except for payment obligations, on account of failure of performance by the defaulting party if the failure is the result of an Act of God (e.g. fire, flood, inclement weather, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare; labour dispute, lockout, strike, embargo; governmental acts, orders, or restrictions; the imposition of, or any change in the scope or interpretation of, any Sanctions, export control or trade restriction; the refusal, revocation, suspension, non-renewal or delay of any export, import or transit licence or authorisation; the designation of the Customer, an End-Client or a Vessel by any Sanctions Authority; failure of suppliers or third persons; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party, and the defaulting party has exercised all reasonable efforts to avoid or remedy such force majeure. The defaulting party must provide written notice of the force majeure event to the remaining parties within a reasonable time of such an event occurring.
- (c) No delay shall entitle the Customer to reject any delivery or any further instalment or part of the Order or to repudiate the Contract or the Order.

6. STOCKHOLDING & CUSTOMER ISSUED MATERIALS

- (a) Where equipment or Goods are held and stored for the Customer by the Company due to delayed delivery requirements, the Company will invoice for the Goods at the date that the Goods become available for delivery to the Customer. In such cases the Customer will provide insurance against damage, degradation, loss or theft at its expense.
- (b) Where materials are stored or free issued by the Customer to the Company, the Company will exercise all reasonable care to prevent damage, degradation, loss or theft. It is, however, the responsibility of the Customer to provide insurance against damage, degradation, loss or theft at its expense.

7. LOSS OR DAMAGE

- (a) The risk in the Goods passes to the Customer when the Goods are despatched from the Company's works. The Company accepts no responsibility for any damage, shortage or loss in transit. Claims for any damage, shortage or loss in transit should be made against the carrier and any conditions imposed by the carrier in relation to any claims made for damage, shortage or loss in transit should be complied with.

8. PATENTS

- (a) The Customer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions whether express or implied.

9. LICENCES ETC

- (a) Any licence required enabling the Customer to acquire or operate or the Company to sell or supply Goods to the Customer shall be obtained by the Customer at its expense or obtained by the Company on behalf of the Customer at the Customer's expense. This clause is without prejudice to clause 18.

10. WARRANTY AND EXCLUSION

- (a) Goods supplied by the Company to the Customer are guaranteed for a period of 12 months from dispatch from the Company's works provided that:
- they have not been misused or modified in any way AND
 - they have been commissioned and set to work by an authorised representative of the Company or its agents AND
 - they are returned to the Company's works carriage paid AND
 - the Company's payment terms have been complied with fully by the Customer or its associates AND
 - any claims are made within ten days of discovery of the defect.

During the guarantee period the Company will undertake to repair at its works or replace the Goods at no charge. Where on site guarantee service is required at a customer location, labour and parts will be free of charge. Costs in relation to travel and upkeep according to bills plus ten per cent (10%) will be chargeable to the Customer and invoiced accordingly.

The Company shall be under no obligation to perform any warranty, repair, replacement or on-site service where performance would require the Company, its personnel or its subcontractors to attend at, dispatch Goods to, or otherwise deal with a Restricted Party, a Restricted Territory or a Vessel that is a Restricted Party, or would otherwise expose the Company to Sanctions risk. Any warranty obligation so affected shall be suspended for the duration of the restriction and the warranty period shall not be extended by reason of such suspension.

- (b) In the case of third party equipment or bought-in components supplied by the Company as part of a Customer Order, the Customer shall only be entitled to the benefit of such warranty as may be given by the supplier thereof to the Company and any other rights in law which the Company may have against the supplier or the manufacturer thereof. The Customer's only remedy in such cases will be against the Company's supplier.
- (c) The Customer's remedies in respect of any claim under the foregoing express warranty or any claim under any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in relation to Goods of the Company's manufacture or supply be limited to repair, replacement or refund of the purchase price as aforesaid. Any condition or warranty implied by law shall cease to apply after the warranty period has expired and the Company shall not in any circumstances be liable for any damage, compensation, costs, expenses, losses or other liabilities, whether direct or consequential. Any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

11. TITLE OF GOODS

- (a) Notwithstanding that risk in the Goods shall pass to the Customer when the Goods are dispatched from the Company's works, title to the Goods (whether separate and identifiable or incorporated in or mixed with other Goods) shall remain with the Company until payment in full is received by the Company:
- for those Goods AND
 - for any other Goods supplied by the Company AND
 - for any other monies due from the Customer to the Company on any account.
- (b) Until title to the Goods passes to the Customer under clause 11(a), the Customer shall:
- keep the Goods separately and readily identifiable as the property of the Company.
 - not attach the Goods to real property without the Company's consent.
 - not export, re-export, transfer, install on any Vessel, or part with possession of the Goods without the Company's prior written consent.

- (c) Any resale by the Customer of Goods in which property has not passed to the Customer shall (as between the Company and the Customer only) be made by the Customer as agent for the Company.
- (d) Goods shall be deemed sold or used in the order delivered to the Customer.
- (e) At any time before title to the Goods passes to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company), the Company may (without prejudice to any other of its rights):
 - retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises AND
 - require delivery up to it of all or part of the Goods.
- (f) The Company may, at any time, appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation by the Customer.
- (g) Each sub-clause of this clause 11 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

12. TERMINATION

- (a) If the Customer enters into a deed of arrangement; or commits an act of bankruptcy; or compounds with his creditor; or if a receiving order is made against him; or (being a company) it shall pass a resolution; or the court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction); or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer; or if the Customer suffers the appointment, or the presentation of a petition for the appointment, of an administrator; or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager, or which entitle the court to make a winding up order; or if the Customer takes or suffers any similar action in consequence of debt; or if the financial responsibility of the Customer shall, in the opinion of the Company, become impaired; or if the Customer, any End-Client or any Vessel becomes a Restricted Party; or if the Customer commits any breach of clause 18; or if the Customer shall commit any breach of any part of the Contract, the Company may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Customer may terminate the Contract immediately.

13. ASSIGNMENT AND SUBCONTRACTING

- (a) None of the rights or obligations of the Customer under the Contract may be assigned or transferred in whole or in part without the prior written consent of the Company. The Company may withhold such consent in its absolute discretion where the proposed assignee or transferee is, or in the Company's reasonable opinion may be or may become, a Restricted Party or is otherwise unable to give the warranties set out in clause 18.
- (b) The Company shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to, the Customer.

14. HEALTH AND SAFETY

The Customer agrees to pay due regard to any information or any revised information whenever supplied by the Company (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods have been designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health and safety at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of. The Customer undertakes to take such steps as may be specified by the above information to ensure that, as far as reasonably practicable, the Goods will be safe and without risk to health at all times as mentioned above. For these purposes, the Customer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

15. NOTICES

- (a) Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post or by electronic mail to the address last notified in writing by the receiving party.
- (b) Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by electronic mail, at the time of transmission, provided no delivery failure notification is received.

16. **INVALIDITY**

The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions. Any provision held invalid, illegal or unenforceable shall be replaced by a valid provision that most closely approximates its commercial intent.

17. **THIRD PARTY RIGHTS**

These conditions do not contain any stipulation for the benefit of a third party within the meaning of Article 6:253 of the Dutch Civil Code, and no person who is not a party to the Contract shall have any right to enforce any term of it. This clause does not affect any right or remedy of any person that exists or is available otherwise than under the Contract.

18. **SANCTIONS COMPLIANCE – VESSELS AND END-CLIENTS**

(a) **Definitions.**

- (i) **“Sanctions”** means any economic, financial or trade sanctions, export controls, embargoes, import or transit restrictions, price caps, port or flag restrictions or other restrictive measures adopted, administered or enforced by the United Nations Security Council, the European Union, the Kingdom of the Netherlands, the United States of America (including the Office of Foreign Assets Control and the Bureau of Industry and Security), the United Kingdom, or any other competent authority whose measures are applicable to the Company, the Customer, an End-Client, a Vessel, the Goods or the Services (each a **“Sanctions Authority”**).
- (ii) **“Restricted Party”** means any person, entity or Vessel that is: (A) listed on, or owned or controlled (directly or indirectly, individually or in the aggregate, at 50% or more, or otherwise controlled in fact) by a person listed on, any list of designated, sanctioned, denied or debarred parties or vessels maintained by a Sanctions Authority; (B) located, organised, registered, flagged or resident in a Restricted Territory; or (C) otherwise a target of Sanctions.
- (iii) **“Restricted Territory”** means any country, territory or region that is at the relevant time subject to comprehensive or sectoral Sanctions.

(b) **General obligation.** Each party shall comply with all Sanctions and export control laws applicable to it in connection with the Contract. Nothing in the Contract shall require either party to act, or to refrain from acting, in a manner that would expose it to any sanction, penalty, prohibition, enforcement action or loss of authorisation under Sanctions.

(c) **Customer warranties.** The Customer warrants and undertakes, as at the date of the Order and on a continuing basis for the duration of the Contract, that:

- (i) neither the Customer, nor any of its directors, officers, parent, subsidiaries or affiliates, nor any person acting on its behalf in connection with the Contract, is a Restricted Party;
- (ii) it is not acting, directly or indirectly, for, on behalf of, or for the benefit of a Restricted Party;
- (iii) the Goods and Services are not intended for, and shall not be used in connection with, any military, defence, nuclear, chemical, biological or missile-related end-use, or any other end-use prohibited or requiring authorisation under Sanctions, save where expressly disclosed to the Company in writing before acceptance of the Order and permitted under a valid licence;
- (iv) no funds used in payment under the Contract derive from, and no payment shall be routed through, any Restricted Party, Restricted Territory or sanctioned financial institution; and
- (v) it maintains, and shall maintain throughout the Contract, internal policies and procedures reasonably designed to ensure compliance with Sanctions.

(d) **Vessels and End-Clients.** The Customer warrants, undertakes and shall procure that:

- (i) no End-Client, and no Vessel in respect of which or for the benefit of which the Goods or Services are supplied, is a Restricted Party, and no such Vessel is owned, beneficially owned, chartered, operated, managed, flagged or controlled by a Restricted Party;
- (ii) the Goods shall not be installed on, incorporated into, delivered to, transferred to or used in connection with any Vessel which is a Restricted Party, or which is engaged in any trade, voyage or activity prohibited by Sanctions;

- (iii) no Vessel in connection with which the Goods or Services are supplied is engaged in, or has within the twelve (12) months preceding the Order been engaged in: (A) the carriage of cargo of Restricted Party origin in breach of Sanctions, including in breach of any applicable price cap; (B) ship-to-ship transfers undertaken to conceal the origin, destination or nature of cargo; (C) the disabling, manipulation, spoofing or falsification of its automatic identification system (AIS) or other position-reporting equipment; (D) the falsification of cargo, bunkering or shipping documentation; or (E) any call at a port or terminal in a Restricted Territory in breach of Sanctions;
 - (iv) it shall not sell, export, re-export, transfer, divert, supply, sub-charter or otherwise make available the Goods, in whole or in part, directly or indirectly, to any Restricted Party, to any Restricted Territory, to any Vessel which is a Restricted Party, or for any end-use prohibited by Sanctions; and it shall use its best efforts to ensure that this undertaking is not frustrated by any third party further down the commercial chain, including any reseller, agent, distributor, ship manager or End-Client, and shall impose a materially equivalent obligation on each such third party;
 - (v) where and to the extent that the Goods fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 or any equivalent or successor re-export prohibition, the Customer shall not sell, export or re-export those Goods, directly or indirectly, to the Russian Federation or for use in the Russian Federation, and shall comply with all conditions of that Article; and
 - (vi) it shall immediately notify the Company in writing of any change in the identity of the End-Client or Vessel, of any designation or listing affecting the Customer, an End-Client or a Vessel, and of any circumstance which constitutes or is reasonably likely to constitute a breach of this clause 18, and shall cooperate fully with the Company in investigating and remedying it.
- (e) **Information, screening and end-use documentation.** The Customer shall, on request and without delay, provide the Company with such information, documentation and assurances as the Company reasonably requires in order to satisfy its own Sanctions and export control obligations, including: the full legal identity, ownership and control structure of the Customer and of each End-Client; the name, IMO number, flag, registered owner, beneficial owner, operator and manager of each Vessel; the country of ultimate destination; the intended end-use; and signed end-user statements, end-use certificates or vessel declarations in a form acceptable to the Company. The Company may screen the Customer, any End-Client, any Vessel and any disclosed counterparty against Sanctions and vessel-designation lists at any time, before or after acceptance of the Order. The Company shall be under no obligation to accept an Order, commence performance, continue performance or release Goods until such information has been provided to its reasonable satisfaction, and any delay so arising shall extend the delivery schedule accordingly and shall not constitute a breach by the Company.
- (f) **Licences and authorisations.** Where the Company requires an export licence, transit authorisation or other governmental approval in order to perform, the Contract is conditional upon that licence or approval being granted and remaining in force. Delivery periods shall be extended by the period reasonably required to obtain such licence or approval. Without prejudice to clause 9, the Customer shall be responsible for obtaining, at its own expense, any import, end-use or re-export authorisation required in the country of destination or in the country of registry of any Vessel.
- (g) **Suspension, refusal and termination.** Notwithstanding any other provision of the Contract, the Company may, immediately and without any liability whatsoever to the Customer, suspend or refuse performance, withhold or recall delivery, stop Goods in transit, refuse acceptance of or return any payment, decline to perform any warranty or service obligation, and/or terminate the Contract in whole or in part by written notice, where in the Company's reasonable opinion:
- (i) the Customer, any End-Client or any Vessel is or becomes a Restricted Party, or is or becomes subject to any investigation or enforcement action by a Sanctions Authority;
 - (ii) the Customer has breached, or is reasonably likely to breach, any provision of this clause 18, or any warranty given under it is or becomes untrue, incomplete or misleading;
 - (iii) performance would or might expose the Company, its affiliates, its personnel, its suppliers, its insurers, its classification society or its banks to any Sanctions risk, penalty, enforcement action, reputational harm or loss of authorisation; or
 - (iv) any required licence, authorisation or approval is refused, revoked, suspended, not renewed or not granted within a reasonable period.

Any suspension, refusal or termination under this sub-clause 18(g) shall not constitute a breach or repudiation by the Company, and clauses 5(b) and 5(c) shall apply mutatis mutandis. All amounts due in respect of Goods and Services

already delivered or performed, together with all costs, expenses and committed liabilities incurred by the Company up to the date of suspension or termination (including cancellation charges payable to the Company's suppliers and the costs of storage, recall and re-import of Goods), shall remain payable by the Customer, save to the extent that receipt or retention of such payment would itself breach Sanctions.

- (h) **Indemnity.** The Customer shall indemnify and hold harmless the Company, its affiliates, and their respective directors, officers, employees and agents on demand against all claims, actions, proceedings, fines, penalties, losses, damages, costs and expenses (including reasonable legal fees, the costs of internal and external investigations, licence remediation costs, and the costs of recall, storage, re-import or disposal of Goods) arising out of or in connection with any breach by the Customer of this clause 18 or any inaccuracy in any warranty, declaration or document given under it. This indemnity is not subject to any limitation or exclusion of liability elsewhere in these conditions.
- (i) **Precedence and survival.** This clause 18 prevails over any inconsistent provision of these conditions, of any Contract, or of any Order or other document issued by the Customer. It shall survive the termination, expiry, suspension or cancellation of the Contract for any reason.
- (j) **EU Blocking Regulation.** Nothing in this clause 18 requires or permits either party to act in breach of Council Regulation (EC) No 2271/96 (the EU Blocking Regulation) or any equivalent anti-boycott or blocking legislation applicable to it.

19. APPLICABLE LAW AND JURISDICTION

The Contract shall in all respects be governed by and construed in accordance with Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), and the Customer hereby submits to the non-exclusive jurisdiction of the Dutch Courts.