

General Terms and Conditions for the supply of machine tools for the domestic business DMG MORI BeLux

I. Definitions

In these General Terms and Conditions the undergoing terms are defined as follows:

- **Supplier: DMG MORI BeLux** (hereinafter "**Supplier**"): a private limited liability company under Belgian law, with registered office at 1702, Groot-Bijgaarden, 't Hofveld 8, with VAT number BE 0464.180.236, RPR Dutch speaking division of the Brussels Company Court, [general e-mail address info@dmgmori.com];
- **Customer:** Any person acting in the course of their commercial or independent professional activity (entrepreneur) or any legal entity under public law or a special fund under public law;
- **Products:** Machines, parts, accessories and/or ancillary services.
- **Contract:** The entire rights and duties reciprocal between the Supplier and Customer formalised and composed in accordance with in Section III;
- **Confidential Information:** Without this list being exhaustive, all information that is confidential by its nature, all samples, cost estimates, drawings, formulas, specifications, books, software, manuals, daily reports, minutes of meetings, ledgers and accounts, corporate, commercial and production secrets, verbal or written information concerning the business methods, processes, techniques and equipment of the Supplier, the identity of customers, suppliers, distributors and consultants of the Supplier and any other information relating to such customers, suppliers, distributors and consultants, regardless of whether or not the information was expressly designated as confidential by the Supplier;
- **General conditions:** These General Terms and Conditions.

II. Scope of application

1. These General Conditions apply to all agreements for the sale of Products between the Supplier and the Customer.
2. These General Conditions always prevail over any of the Customer's general terms and conditions, regardless of whether there are any other stipulations or conditions contained in the Customer's order form or any of its documents that may be contrary to these General Conditions, unless the Supplier explicitly accepted the full or partial applicability of the Customer's conditions in writing.

III. Formation and elements of the Contract

1. Unless the Supplier and the Customer entered in a separate formalised contract in writing, a Contract shall be validly concluded between the Supplier and the Customer upon the Supplier's written confirmation of the Customer's order. In the latter event, the Contract shall be subject to the conditions contained in the Supplier's written order confirmation.
2. If the Customer has not yet signed the Supplier's order confirmation and does not agree with the terms contained in Supplier's order confirmation, the Customer must immediately inform the Supplier in writing and, in any event, not later than seven (7) calendar days from the date the Supplier's order confirmation was sent. Failing which, the Customer is deemed to have accepted the terms of Supplier's written order confirmation.
3. The Contract is governed by the following documents (in descending order of priority):
 - Separate formalised contract signed by both the Supplier and the Customer OR the Supplier's written order confirmation;
 - The Supplier's technical descriptions;
 - These General Conditions.
4. Amendments to the Contract are only valid if explicitly agreed upon in writing.

IV. Price and payment

1. Unless otherwise explicitly agreed in writing the prices shall be CIP (Carriage and Insurance Paid To Customer's address) (Incoterms® 2020). Prices do not include statutory value-added tax (VAT) and other expenses such as cost of transport, insurance, exchange rate risk and packaging unless and only to the extent these expenses are to be borne by the Supplier in accordance with the applicable Incoterm (Incoterms® 2020).
2. Unless otherwise explicitly agreed in writing payment shall be made into the Supplier's bank account in accordance with the following payment terms:
 - 40% down-payment to be paid immediately upon receipt of the down-payment invoice. No order will be placed in the factory if the down-payment is not paid into the DMG MORI BeLux account;
 - 50% interim payment within ten (10) calendar days as from the date of the invoice that accompanies the notification to the Customer that the Product is ready for dispatch. The machine cannot be delivered if these amounts (90% of the purchase price) have not been paid into the account of DMG MORI BeLux;
 - 10% final payment within thirty (30) calendar days as from the date of the invoice issued upon the acceptance by the Customer of the Product.
3. In the event of no or late payment by the Customer, the Supplier can at its own discretion make use of one or more of the following available options without prior notice or warning letter:
 - The amount due is automatically increased with interests at the rate pursuant to the Belgian Act on combating late payment of 2 August 2002, from its due date until full payment of the amount due is received;
 - The Supplier is entitled to a lump sum indemnity of 10% of the unpaid invoice (with a minimum of 40 EUR) and without prejudice to Supplier's right to claim a higher indemnity should the actual damage suffered exceed the aforementioned lump sum indemnity;
 - All amounts which are outstanding but are not yet due by the Customer become immediately due; and
 - The Supplier is entitled to suspend any of its obligations under the Contract, without incurring any liability, until full payment of the amount due has been received.
4. The Customer shall only be entitled to withhold payment or to set-off its claim insofar as its claim is undisputed or has been declared founded by a final court decision that cannot be subject to an appeal.
5. Any protest of Supplier's invoice must be notified in writing within ten (10) calendar days as from the date of the invoice.

V. Delivery and delivery time

1. Unless otherwise explicitly agreed in writing the delivery shall be CIP (Carriage and Insurance Paid To Customer's address) (Incoterms® 2020).
2. The Supplier will exert its best efforts to cause the Goods to be shipped in accordance with its quotations and these Terms. Unless a date is expressly agreed to as "fixed" however, all dates stated by the Supplier are approximate dates only, and are estimated in good faith to the best of the Supplier's ability, commensurate with foreseeable scheduling and subject to availability of product and transit.
3. A delivery time is only fixed and binding if Supplier's written order confirmation or the separate formalised contract expressly stipulate that it is binding or that is an essential prerequisite of the Contract.
4. Partial deliveries are permitted, provided that they are reasonable for the Customer.
5. Compliance with the delivery times by the Supplier requires that all commercial and technical issues have been solved and that the Customer has fulfilled all obligations incumbent on it, such as the provision of any required official certificates or permits, or the provision of a down-payment. If this is not the case, the delivery time shall be extended accordingly. This shall not be applicable if the Supplier is solely responsible for the delay.

6. Compliance with the delivery time is subject to the due and timely delivery to Supplier by its own upstream suppliers. The Supplier cannot be held liable for any delay caused by these upstream suppliers.
7. The delivery time shall be deemed complied with if the Product to be delivered has left the Supplier's premises by then or the Customer has been notified that it is ready for dispatch.
8. If the Customer fails to take delivery of the Product within one month after Supplier's notification that the Product is ready for dispatch or acceptance, the Supplier is entitled to duly store the Product at the Customer's risk and cost. In the event of such delay of more than two (2) months, the Supplier will be entitled without intervention of a court to immediately terminate the Contract and sell the Product to a third party. In such event the Customer shall compensate the Supplier for any loss, extra costs and/or any other damage it incurred as a result hereof.
9. In case a fixed date has been explicitly agreed as delivery date, the Supplier reasonably foresees during the performance of the Contract that the Product cannot be delivered on time, the Supplier shall inform the Customer promptly. The information shall include a description of measures the Supplier considers appropriate to recover or limit the delay, if any, and a new fixed delivery date.
10. The Supplier shall not be liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages resulting from Supplier's delayed shipment or delivery of the Goods for any reason whatsoever. Any claims for shortages or claims that the Goods shipped is other than that which was ordered or claims for damages prior to delivery to Buyer or Buyer's agent must be made in writing to Supplier within fifteen (15) days after the arrival of the Goods at Buyer's plant or place of business.
11. If delivery is delayed a new delivery date may be agreed conditional on the Supplier's acceptance.
12. In the event of an abnormal delay in delivery the Customer shall only be entitled to terminate the Contract by registered letter and without court intervention, provided that the Supplier has not delivered within a period of one (1) month after the Supplier has been given notice of default by the Customer for non-compliance with the delivery time. Without prejudice to Section V.9, the Customer expressly waives its right to any other possible remedy, in particular the right to claim any other kind of compensation.

VI. Acceptance

13. The Customer shall ensure that a person authorized to accept the Products is present at the place, date and time communicated in writing by the Supplier.
14. Under penalty of waiving its rights of recourse, the Customer must notify the Supplier in writing of any visible defects no later than the seventh (7) calendar day as from the delivery of the Product or as from the commissioning or installation of the Product if the Supplier and Customer have explicitly agreed upon such ancillary services.
After this term, the Supplier will no longer be liable for visible defects.

VII. Transfer of risk, insurance

1. Unless otherwise explicitly agreed in writing the risk of deterioration or loss of the Product shall transfer to the Customer in accordance with Incoterm CIP (Carriage and Insurance Paid To Customer's address) (Incoterms® 2020).
2. Without prejudice to the transfer of risk in accordance with the agreed upon Incoterm (Incoterms® 2020), in the event the Supplier has explicitly agreed to perform services, such as shipping, (un)loading, packaging, installation, etc. the risk of deterioration or loss during the performance of these services will be borne by the Customer. The Customer can at its own cost take out proper insurance to cover this risk of deterioration or loss.
3. If the dispatch or acceptance is delayed or omitted due to circumstances beyond Supplier's control, the risk of deterioration or loss shall pass to the Customer from the date of Supplier's notification of readiness for dispatch or acceptance. The Supplier shall in such event take out all insurance required by Customer at the latter's expense.

VIII. Retention of title

1. The Supplier shall retain full legal and equitable title and interest in the Product until unconditional receipt of payment in full of all amounts to be paid under the Contract, including the payment for the assembly or installation of the Product if the performance of such ancillary service was explicitly agreed upon.
2. The Customer shall take out proper (additional) insurance to sufficiently cover the Product against the risk of theft, breakage, fire, water and any other damage to the Product for the period between the transfer of risk of deterioration or loss to the Customer and the moment the title to the Product is transferred to the Customer. The Customer shall ensure that Supplier's interest in the Product is recorded by an endorsement on the insurance policy specifying the Supplier as loss payee. The Customer shall upon Supplier's first request, provide the Supplier with proof of such insurance coverage. If the Customer fails to obtain such insurance, the Supplier is entitled to obtain itself such insurance against the aforementioned risks at Customer's expense.
3. As long as the full legal and equitable title to the Product has not been effectively passed to the Customer:
 - The Customer may not sell, pledge or assign the Product as security unless with the Supplier's prior explicitly written consent;
 - The Customer shall ensure that the Product is easily identifiable and explicitly marked (without causing any damage to the Product) as being the property of the Supplier and shall not remove or destroy any similar markings / labels of the Supplier.
4. The Customer shall immediately inform the Supplier in writing should the Product be:
 - Stored in a building that is not owned by the Customer. In such event the Customer shall inform the Supplier of the identity of the owner of the building.
 - Subject or affected by a seizure, attachment or any other injunctive relief or similar actions taken by a third party.
 - Intended to become an immovable good by incorporation. In such event the Customer will cooperate with the Supplier and provide the Supplier with the necessary and correct information to allow the Supplier to duly register the retention of title before such incorporation.
 - Transported to any other location than the location where it was initially stored / installed. The Customer shall keep the Supplier always informed in writing of the location where the Product is stored / installed.
5. The Supplier shall be entitled (without prejudice to any other of its rights or remedies) to repossess the Product in respect of which payment is overdue and to enter the premises where the relevant Product is stored / installed. In this regards, the Customer shall offer its full cooperation to the Supplier and to the person(s) appointed by the Supplier to that end.
6. Should the Customer sell on the delivered Product, the Customer hereby irrevocably assigns to the Supplier all claims against the acquirer or third parties to the amount of the final invoice (including VAT) which arise from the resale of the delivered Product, irrespective of whether or not the delivered Product was resold with or without processing or transformation. The Customer shall be entitled to collect these claims even after the assignment. This will not affect the Supplier's right to collect the claim itself. However, the Supplier undertakes not to collect the claim, provided that the Customer meets its payment obligations and has not filed for insolvency proceedings or ceased payments. In the latter cases, however, the Supplier may demand the Customer to disclose and specify the assigned claims and their respective debtors, to provide all information necessary to collect the claims and all corresponding documents and to notify the debtors (third parties) of the assignment.
7. Customer's processing or transformation of the delivered Product shall always be deemed to have been carried out on behalf of the Supplier. If the delivered Product is processed together with other items to which the Customer has title, then the Supplier will acquire co-ownership of the new item in proportion to the value of the delivered Product relative to that of the other processed/transformed items at the time of processing / transformation. The same shall apply to the item created by the processing as the delivered Product is subject to a retention of title.
8. If the delivered Product is inseparably combined with other items owned by the Customer, then the Supplier shall acquire co-ownership of the new item in proportion to the value of the delivered Product relative to that of the other combined items at the time of such combination. If the combination is made in such way that the Product is considered the main item, it shall be deemed agreed that the Customer must transfer co-ownership to the Supplier on a pro rata basis. The Customer shall retain the resulting sole ownership or co-ownership for Supplier.

9. The Supplier undertakes to release the securities to which it is entitled at the Customer's request where the value of such securities exceeds the claims to be secured by more than 20%. The Supplier shall at its own discretion select the securities to be released.

IX. Termination

Without prejudice to any termination rights under these General Conditions, the Supplier is entitled to immediately terminate the Contract by registered letter and without intervention of a court:

1. In the event of a breach of contract by the Customer, including but not limited to the failure by the Customer to make payments when due, which is not remedied within thirty (30) days as from the Supplier's formal warning letter requesting to remedy the default, The fact that the Supplier invokes the retention of title or seizes product(s) of the Customer cannot as such be deemed to constitute a termination of the Contract.
2. In the event the Customer becomes insolvent, files for or is declared bankrupt or a receiver, examiner or administrator is appointed over the whole or any part of the Customer's assets or a resolution passed for winding up the Customer (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the Customer as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound).

Upon termination of the Contract for any reason whatsoever the Supplier is entitled to immediately repossess the Product that is still subject to the retention of title and to enter the premises where it is stored / installed. In this regard, the Customer shall offer its full cooperation to the Supplier and to the person(s) appointed by the Supplier to that end.

X. Assignment of claims

The Supplier is entitled to assign claims against the Customer to its financing partner. In such event, the financing partner, as the claim-holder, will be entitled to appoint a third party to carry out the decommissioning of a delivered Product if this is necessary in its view in order to recover the assigned claim.

XI. Warranty

Without prejudice to the warranty described under Section XV and the warranty for hidden defects, subject to the conditions and limitations stated in this Section XI, the Supplier is not bound by any other warranty whatsoever.

The warranty offered by the Supplier for material hidden defects is subject to the following conditions and limitations:

1. All delivered Products which prove to be defective within twelve (12) months of delivery as a result of a circumstance having occurred prior to the transfer of risk shall be repaired or replaced at the Supplier's discretion. Replaced parts shall become the ownership of Supplier without any cost.
2. Under penalty of waiving its rights of recourse, any claim for hidden defects must be submitted by the Customer to the Supplier in writing (containing a detailed description of the defect) to the Supplier on the existence of the defect, without undue delay and in any event no later than seven (7) calendar days after the Customer discovered or ought to have discovered the hidden defect.
3. The Customer shall provide the Supplier, subject to mutual agreement, the necessary time and opportunity to perform all subsequent improvements and or substitute deliveries deemed necessary by the Supplier. If such time and opportunity is not offered by the Customer, the Supplier will be released from all liability for any resulting consequences. Only in case of urgency where operational safety is endangered or for the prevention of disproportionate damage, in which case the Supplier must be immediately informed in writing, will the Customer be entitled to remedy the defect himself/herself or to have the defect remedied by a third party and to claim compensation from the Supplier for the necessary costs incurred thereby.
4. Where the Customer's complaint is valid and timely submitted, the Supplier shall bear the expenses necessary for the subsequent performance, provided this does not place a disproportionate burden on Supplier.
5. Defective Products shall be, at the Supplier's option: (i) replaced with identical or similar Products; or (ii) repaired; or (iii) reimbursed at purchase price or subject to a credit note if not yet paid.
6. If the Customer transported the delivered Product wholly or partially from the contractually agreed installation site to a different location, the Customer shall bear the corresponding additional costs, including any extra travel expenses incurred by the Supplier.
7. No warranty shall be provided in the following cases: inappropriate or improper use, faulty installation / assembly or commissioning by the Customer or third parties, regular wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction, unsuitable building ground, chemical, electrochemical or electrical influences, provided that these circumstances are not attributable to the Supplier.
8. The Supplier will not be liable for inadequate remedies or repairs applied / executed by the Customer or a third party. The same applies to changes made to the delivered item without the Supplier's prior consent.

XII. Liability

1. Except in the event of fraud or wilful misconduct, the Supplier shall not be liable for any special, incidental, indirect, consequential or punitive damages, damages arising out of the inability to utilize the Products, including but not limited to, loss of profits, loss of use, loss of income, production restrictions, administrative or personnel costs, an increase in general costs, loss of customers or claims from third parties etc., even if the Supplier was notified of such damages, losses or expenses.
2. Under no circumstances shall the Supplier's liability (regardless of whether it is based on tort or contract) exceed the duty to replace or repair or reimburse/credit defective Product, as stipulated in Section XI above. The Supplier's total liability shall thus not exceed the price of the Contract.
3. Insofar as the Supplier depends on the cooperation, services and deliveries of third parties in the performance of its obligations under this Contract, the Supplier shall not be liable for any damage arising from their fault, including their gross negligence or wilful misconduct.
4. The Supplier's liability for death or personal injury based on the applicable product liability laws (in Belgium: the Act of 25 February 1991 on product liability) remains unaffected by the above. The Supplier shall however in no event be liable for damage caused by a defect in the delivered Product if that damage is not only caused by that defect, but also by a fault or negligence of the Customer or any person for whom the Customer is responsible.

XIII. Safety

1. The Customer shall not store, handle, transport, market, sell or use the Product in a manner inconsistent with conditions printed on their manual, technical documentation, packing or label or which could otherwise endanger the health or safety of human beings, animals, plants or the environment. The Customer shall make best efforts to cause its own personnel and any third party to do the same.
2. The Customer acknowledges that it has been adequately warned by the Supplier of risks associated with handling, using, transporting, storing and disposing of the Product. The Customer affirms that it shall maintain compliance with all safety and health related local requirements concerning the Product purchased and shall take all reasonable precautions to inform its employees, agents, contractors and customers of any risks associated with the Product.
3. The Customer shall defend and hold the Supplier harmless for any and all claims against Supplier where circumstances as described in this Section XIII are present.

XIV. Force majeure

1. The Supplier shall not be liable for any delay in or failure of any (whole or partial) performance if that delay or failure arises from a force majeure event.
2. The obligations of either party in relation to a sale by the Supplier shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the contract and could not reasonably have avoided or overcome it or its consequences (force majeure). Force majeure includes, but is not limited to, industrial disputes, fire, extreme weather, pandemics, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to above whether occurring prior to or after the formation of the contract.
3. The party that claims being in a force majeure situation shall notify the other party in writing without delay when the circumstance starts and when it ends.
4. In the event of force majeure, the obligations of the Supplier shall be suspended. In such a case, the Supplier will make all reasonable efforts to limit the consequences of the force majeure situation. If the force majeure lasts longer than two (2) months, the Customer shall be entitled to terminate the Contract without court intervention and without the Supplier being liable to pay any compensation to the Customer.

XV. Intellectual Property

1. The Customer acknowledges that all right, title, and interest to all copyrights, trademarks, service marks, logos, patents, and other intellectual property rights embedded in or affixed to the delivered Products and/or any samples, cost estimates, drawings and similar information – either of a tangible or intangible nature – are and shall remain exclusively vested in the Supplier or its licensor(s), including any developments and improvements hereof (including those that would be created by the Customer – to the extent required, the Customer hereby assigns to the Supplier all such intellectual property rights which might otherwise be vested in the Customer).
2. The Customer has no rights in these intellectual property rights other than as required to use the Products, and shall use them solely for such purpose. Unless expressly agreed otherwise by the Supplier in writing, the Customer shall not display the Products for resale without displaying the Supplier's trademark in association therewith and the Customer shall only display such trademark(s) in the manner which is approved by the Supplier. Neither shall the Customer take any action that might impair in any way any right or interest of the Supplier in or to any of its intellectual property rights.
3. Where the delivered Product includes software, the Customer will be granted a non-exclusive right to use the delivered item including its documentation. It will be licensed for use on the delivered Product in question. Use of the software on more than one system is prohibited. The Customer may only reproduce, revise or translate the software or convert it from the object code to the source code to the extent permitted by law. Customer undertakes not to remove manufacturer information – and copyright notices in particular – or to modify it without the prior express consent of the Supplier. All other rights to the software and to the documentation, including copies, shall remain with the Supplier or the software supplier. Sublicensing is not permitted.
4. In case of a third party claim, the Customer shall immediately notify the Supplier of such claim in writing and grant the Supplier the sole control of the defence. In all cases, the Supplier shall have the conduct of all proceedings relating to the intellectual property rights and shall in its sole discretion decide what action (if any) to take in respect of any infringement or alleged infringement. The Customer shall at the request of the Supplier give full co-operation in any such action, claim or proceedings.
5. Without prejudice to the limitations set out in Section XII, the Supplier shall hold the Customer harmless for and against claims resulting from infringements of intellectual property rights relating to the delivered Product, but only insofar and to the extent that the claim is found valid and justified by a final non-appealable court judgment, and not a result of the Product being used by the Customer (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, (ii) not in accordance with the operation and maintenance manuals provided by the Supplier or in conjunction with any products not supplied by the Supplier, or (iii) after modifications made by the Customer without the Supplier's prior written consent.

XVI. Confidentiality

1. The Customer agrees that it shall at all times, during the term of the Contract and thereafter treat as confidential and keep secret all Confidential Information acquired by the Customer in the frame of the Contract, regardless of whether it is in writing or oral, except for that part of the Confidential Information which, through no fault of the Customer, its personnel and/or agents already makes part of the public domain, or which the Customer had already in its possession through no breach of this Contract, nor through a breach by a third party of any similar confidentiality obligation, as proven by the Customer's written records.
2. The Confidential Information is and shall at all times remain the exclusive property of the Supplier. The Customer shall not without the prior written consent of the Supplier disclose any of the Information to any person other than Customer's personnel, subcontractors or agents who need to know the same for the purpose of performing their obligations under the Contract. In no case may the Confidential Information be used for any other purpose.
3. The Customer undertakes to ensure that its subcontractors, personnel and agents shall each execute suitable confidentiality undertakings in favour of the Supplier. The Customer shall in each case remain fully responsible for any breach of his confidentiality obligations by any of Customer's personnel, agents and/or subcontractors.
4. The obligations of the Customer under this Section XVI. shall continue for a period of five (5) years from the termination of the Contract and shall continue thereafter until the Confidential Information loses its confidential character other than through a fault or contractual breach of any party.

XVII. Data Protection

1. The Supplier will, in the performance of the contractual relationship with the Customer, collect and process personal data (name, contact details, etc.) of the agents, representatives, employees and subcontractors of the Customer. The Supplier undertakes to respect the applicable data protection legislation, including the EU General Data Protection Regulation ("GDPR") 2016/679 as well as any applicable national implementing and supplementing laws, and to ensure compliance with such legislation by its personnel, agents and representatives and subcontractors.
2. Personal data will only be processed for purposes of customer management, accounting/finance, (invoice) dispute management, compliance with laws and regulations and direct marketing. For electronic direct marketing communications, prior opt-in consent will first be sought.
3. Such data may be communicated by the Supplier to its own subcontractors/processors, affiliates, external law firms and/or governmental authorities for the purposes listed above. Personal data will not be transferred to countries outside the European Economic Area.
4. The Supplier shall grant a right of access to the data subjects concerned to the personal data relating to them and, where appropriate, a right to demand correction or deletion of any (erroneous) data, or a right to restriction of the processing or to data portability, but insofar as the relevant legal criteria to exercise such rights apply, and if proof of identity is provided. Any individual also has the right, free of charge and upon request, to oppose any use of his/her data for direct marketing purposes.
5. More information on how the Supplier deals with personal data can be found on the following web page www.dataprotection.dmgmori.com. Any questions relating to data protection can be addressed to responsibility@dmgmori.com.

XVIII. Invalid provisions

Whenever possible, these General Conditions shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these General Conditions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these General Conditions shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never

DMG MORI

been contained herein. Moreover, in such an event, the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

XIX. Applicable law, jurisdiction

1. The Contract shall be exclusively governed by the laws of Belgium, without regard to the conflict of laws principles of Belgium or of any other jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods.
2. The place of jurisdiction shall be the competent court of the registered office of the Supplier. However, the Supplier will also be entitled to bring an action before the competent court of the Customer's registered office.