

## General Terms and Conditions Governing the Sale and Delivery of Products and the Performance of Services

### Article 1 – Definitions

In these general terms and conditions, the following terms are defined as stated below:

- 1.1 **Customer:** the legal entity that concludes an agreement with Veco Precision for the delivery of Products or the performance of Services by Veco Precision;
  - 1.2 **Incoterms:** the Incoterms 2020 as can be retrieved through <https://iccwbo.org/business-solutions/incoterms-rules/incoterms-2020/>;
  - 1.3 **Intellectual Property Rights:** all registered and unregistered rights of intellectual property, including but not limited to patents, patent applications, trade secrets and know-how, design rights, copyrights, trademarks and trade name rights;
  - 1.4 **Confidential Information:** all information designated as confidential or proprietary, or which the receiving party knows or should know is being disclosed on a confidential basis, including without limitation pricing information, proposals, prints, drawings and all information in or related to the design, development, production, delivery, operation, use, application or performance of any of a party's technology, equipment, parts, or maintenance/services. Confidential Information does not include information which: (a) is known or independently developed by the receiving party prior to its disclosure by the other party, as evidenced by receiving party's records; (b) becomes a part of the public domain without breach of these Terms by the receiving party; (c) is received from a third party without restriction and under conditions permitting its disclosure to others; or (d) which is disclosed pursuant to judicial action or government regulations provided the receiving party notifies the disclosing party prior to such disclosure, and cooperates with the disclosing party in the event it elects to legally contest and avoid such disclosure;
  - 1.5 **Order(s):** the instruction of a Customer awarded to Veco Precision to deliver Products and/or perform Services;
  - 1.6 **Products:** all movable goods, or any parts thereof, manufactured by or on behalf of Veco Precision;
  - 1.7 **Service or Services:** development and design services, assembly work, commissioning activities, supervision, paid advice and/or other service activities;
  - 1.8 **Veco Precision:** the private company with limited liability Veco B.V. incorporated under the laws of the Netherlands with address in Eerbeek at Karel van Gelreweg 22, 6961 LB.
- 2.2 All offers and quotations submitted by Veco Precision are non-binding and shall be valid for fourteen (14) days.
  - 2.3 Offers or quotations issued by Veco Precision may include any designs, drawings, models, samples, descriptions, illustrations, process parameters, production tools, indications of dimensions etc. and any other enclosures related to the request of Customer. The contents of offers and quotations shall remain the property of Veco Precision and must be returned to Veco Precision on demand and must not be reproduced, published or made available to any third party without prior written consent by Veco Precision. Any and all templates, patterns and drawings made available by Customer or produced for Customer for the purpose of offers and quotations which are no longer in use shall be destroyed three (3) years after the last production order was fulfilled.
  - 2.4 A binding agreement between Veco Precision and Customer is formed as soon as Veco Precision accepts the Order by sending a written confirmation of the Order.
  - 2.5 It is the sole responsibility and risk of Customer to determine whether the Products and Services offered by Veco Precision are suitable for the purpose Customer intends to use them for.
  - 2.6 Veco Precision reserves the right, in its sole discretion and without prior notice, to make changes Products at any time that do not materially affect form, fit or function.

### Article 3 – Price and payment

- 3.1 The prices provided by Veco Precision are exclusive of sales and/or value-added tax, freight and insurance, import duties/levies and any other governmental levies, brokerage or bank charges, and the costs in connection with Veco Precision furnishing security, all of which shall be the sole liability and responsibility of Customer.
- 3.2 Veco Precision reserves the right to alter its prices for any reason, including but not limited to alterations in the prices for raw materials, manufacturers' prices, exchange rates, wage and transport costs, insurance premium, taxes, and import duties. In the event of any price increase that exceeds ten percent (10%) of the originally offered price, Customer may terminate the agreement by providing written notice within thirty (30) days after notification of the price increase and only if and when the price increase is not the result of an increase of the prices of raw material that is being used by Veco Precision for the production of the Products.
- 3.3 The payments made by Customer will first be applied to settle all interest and costs owed and subsequently to pay the invoices due.
- 3.4 In the event of liquidation or moratorium of Customer, Veco Precision is entitled to demand immediate payment of all monies due.
- 3.5 Veco Precision reserves the right, at its discretion, to request a down payment or a full payment in advance or any other security as it sees fit.
- 3.6 Customer must pay all invoices within thirty (30) days after the invoice date. If the 30-day payment term is exceeded, Customer is in default by operation of law without a notice of default being required. Customer

### Article 2 – Offers and agreements

- 2.1 These Terms apply to all offers, quotations, Orders, acknowledgments and agreements with regard to the delivery of Products or the performance of Services by Veco Precision, as well as to all agreements ensuing from that.

- immediately owes the higher of eight percent (8%) or the statutory commercial interest rate (pursuant to section 6:119a of the Dutch Civil Code). When calculating the interest rate, part of a month is regarded as a full month.
- 3.7 When outstanding invoices are judicially or extrajudicially collected, Customer owes all actual costs in connection with that.
- 3.8 If Customer requests a change to Product, Veco Precision may impose additional reasonable charges.
- 3.9 No delivery reschedules or delays will be permitted within 60 days of the delivery date per Veco Precision's Order confirmation.
- 3.10 No cancellation of Product is permitted within forty-five (45) days of the delivery date per Veco Precision's Order confirmation. In the event Customer cancels any Order for Product outside of that time frame or does not accept delivery, the minimum charge imposed by Veco Precision and payable immediately will be: the price of the manufactured Product, plus the cost of labor, materials, any work in progress, any parts and components that are on order, and any manufacturer cancellation charges for unshipped items for such cancelled parts and components.
- 3.11 The minimum amount of an Order shall be 500 Euro. Veco Precision reserves the right to charge additional administration costs for any Orders with a value below this minimum amount.

#### **Article 4 – Delivery and transfer of risk**

- 4.1 The Products are delivered Ex Works (EXW), place of delivery Eerbeek, in accordance with the Incoterms. Partial deliveries are permitted.
- 4.2 If shipment of the Product is delayed or rescheduled, or Customer otherwise refuses to take delivery of Product, for greater than ten (10) days after the confirmed ship date solely due to Customer's fault, then upon the expiration of such ten (10) day period, Customer shall pay to Veco Precision, a storage and handling fee equal to one tenth of one percent (0.10%) per day of the Order value for each day the shipment is delayed, with a maximum storage and handling fee of ten percent (10.0%) of the Order value. The parties agree that such amounts are a reasonable pre-estimate of the damages Veco Precision will suffer as a result of delay based on circumstances existing at the time the Order was issued and are to be assessed as liquidated damages and not as a penalty.
- 4.3 If pursuant to the terms of the Order, Customer has elected to use a freight forwarder and/or carrier selected by Customer, and shipment of the Product does not take place on or prior to the confirmed ship date as a result of Customer's failure to arrange for Customer's freight forwarder and/or carrier to take delivery of the Product on the confirmed ship date, then, upon five (5) business days' notice to Customer (which may be by email), (i) Veco Precision shall be entitled to ship the Product to Customer using a freight forwarder selected "EXW Eerbeek, freight prepaid and billed" and invoice Customer for such charges; and (ii) Customer shall pay to Veco Precision such invoiced charges net thirty (30) days after date of invoice.
- If Veco Precision exercises its rights under this paragraph, title and risk of loss shall pass to Customer in accordance with the Incoterm as specified in the quotation.
- 4.4 Veco Precision reserves the right to over- or under deliver up to ten percent (10%) of the agreed quantity of the Products for any Order. The invoice for the Order will be adjusted accordingly.
- 4.5 Delivery periods announced by Veco Precision start when Veco Precision has received the agreed down or advance payment or security and end when the Products are ready for shipment at Veco Precision's premises. These periods are estimates only and not final deadlines and they are suspended for as long as agreed payments or securities are not received by Veco Precision, or as long as the relevant technical specifications have not been received by Veco Precision.
- 4.6 Any specifically agreed delivery times shall not be regarded as deadline for Veco Precision, unless otherwise expressly agreed by parties in writing.
- 4.7 If any changes in the Order imply that Veco Precision's performance of the agreement will take longer, the delivery time shall be extended by the additional time required.
- 4.8 The delivery time shall be based on the expectation that Veco Precision can perform the activities necessary for the manufacturing of the Products as was anticipated at the time of the conclusion of the agreement and that the materials required for the performance of the agreement will be delivered promptly to Veco Precision.
- 4.9 The risk and title of the Products transfers to Customer in accordance with the Incoterms Ex Works or any other rules agreed between the parties under the Incoterms. If Veco Precision carries out any work on existing Products of Customer, they remain at the risk of Customer at all times.
- 4.10 Customer shall be deemed to have accepted the Products upon delivery thereof in accordance with the applicable Incoterms, unless Customer submits a written complaint regarding the goods within seven (7) days after the delivery date of the Products.
- 4.11 Customer shall be solely responsible for obtaining all approvals, authorizations licenses and permits. Customer shall comply with all applicable laws, rules and regulations, and making all arrangements related to the export or import of Products supplied by Veco Precision. Customer shall strictly comply with all such export controls, shall fully cooperate with Veco Precision in any official or unofficial investigation, audit or inspection that relates to any of such controls, and shall not export, re-export, divert or transfer, directly or indirectly, any Products or related technical information, data, documents or materials to any party or destination or for any use that is subject to an embargo or otherwise prohibited pursuant to such controls, unless and until Customer obtains all required governmental and regulatory approvals, authorizations, licenses and permits.

## Article 5 - Government regulations, safety, sanctions

- 5.1 Compliance with many safety regulations is influenced by factors over which Veco Precision has little or no control, such as installation, lay out, the materials used in processes, processing methods, safety procedures, maintenance, training and production management and materials and other specifications required by Customer. In this connection, Veco Precision cannot warrant that the Products will satisfy all the applicable local norms and standards. Customer shall be responsible for arranging to have the Products inspected by the local authorities charged with the supervision of safety and working conditions, prior to the Products being put into operation.
- 5.2 Customer represents that Customer is not an individual or entity with whom dealings are restricted or prohibited (a "Sanctioned Person") under any economic or trade sanctions or similar restrictions imposed by the European Union, United Kingdom, United States or the United Nations or the jurisdiction in which Customer or any party with an interest in the transactions contemplated by these Terms and/or the agreement is domiciled (collectively, "Sanctions"). Customer represents that no Sanctioned Person has any direct or indirect interest in, participation in, or control over the agreement (whether as principal, agent, shipper, ultimate consignee, insurer, source of funding, or otherwise) and that the Products will not be resold to, transferred to, or shipped on a vessel owned, chartered, or flagged by any Sanctioned Person or any country or territory that is subject to Sanctions. Customer represents that the Order and any subsequent agreement does not and will not violate any Sanctions. Should any of the foregoing representations or covenants be breached, Veco Precision may at its sole discretion, in addition to any other remedy available at law, immediately suspend or terminate performance of this agreement without further liability to Veco Precision, and Customer shall indemnify and hold harmless Veco Precision from all costs and damages arising from or relating to such breach.
- 5.3 The parties represent and warrant that, in all of their activities in connection with these Terms and/or the agreement, they have complied and will continue to comply with all applicable regulations, laws and legislation, including, European antibribery and money laundering legislation, UK Bribery Act as well as any other anti-bribery, anti-corruption or conflict of interest law applicable to either or both parties ("Anti-bribery Laws"). The parties further represent and warrant that neither they nor their director, officer, employee or shareholder or sub- contractors (including a party's consultants, representatives, agents, brokers or other intermediaries, sub-contractors, subagents or other third parties that perform or will perform activities under these Terms and/or the agreement) have given, offered, promised, accepted or agreed to accept or authorized the giving or accepting, or will give, offer, promise, accept or agree to accept, or authorize the giving or accepting of, anything of value in violation of the Anti- bribery Laws. The parties agree that they will make and keep books, records and accounts which, in reasonable detail, accurately and fairly

reflect all transactions in connection with these Terms and/or the agreement.

## Article 6 – Ownership

- 6.1 Ownership of the Products or work resulting from the performance of any Services transfers to Customer only if and when Customer has fully fulfilled all of its obligations ensuing from the agreement concluded with Veco Precision, explicitly including, but not limited to, full payment of the amounts due under the agreement (retention of title).
- 6.2 Customer is not allowed to sell, encumber or pledge the Products or the work resulting from the performance of the Services or make them available to third parties in any other way, shape or form as long as ownership has not transferred to Customer.
- 6.3 Should third parties wish to attach or exercise any rights with regard to the Products delivered under retention of title, Customer is obliged to notify Veco Precision thereof as soon as is reasonably possible.
- 6.4 Customer undertakes:
- (a) to insure the Products delivered under retention of title against all forms of damage and against theft and to keep them insured and to submit a copy of this insurance certificate to Veco Precision for inspection on the latter's demand;
  - (b) to pledge all claims from Customer against insurers to Veco Precision on the latter's demand;
  - (c) to mark the Products delivered under retention of title as the property of Veco Precision.
- 6.5 All Intellectual Property Rights in or related to the design, production, manufacturing, delivery, operation, use, application or performance of Products, or other Confidential Information of Veco Precision, and all improvements thereto, are and will remain the sole and exclusive property of Veco Precision.
- 6.6 In no event may Customer make a patent or other claim to Veco Precision's Products and/or Veco Precision's technology or processes or include or reference any Confidential Information of Veco Precision in any patent or other claim. Nothing in these Sections 6.5 or 6.6 precludes Customer from incorporating a description or reference to Veco Precision's Products and/or non-confidential aspects of Veco Precision's technology or processes where necessary to support a patent or other claim to Veco Precision's product, provided, however, that no use of Veco Precision's name, trademarks or logos may be made without Veco Precision's prior written consent. Nothing in this agreement will be construed as granting to Customer any license or grant of intellectual property rights with regards to the Products or its processes.
- 6.7 Nothing in these Terms grants any right or license to customer to use for any purpose any of the trademarks, trade names, or logos of Veco Precision.

## Article 7 - Warranty

- 7.1 Veco Precision does not issue any warranty (explicit or implicit) other than specifically set out in the agreement or these Terms.
- 7.2 With due observance of the following provisions, Veco Precision shall warrant for the Warranty Period, as defined, below, that the Product which it supplies to Customer shall be in conformance with the drawings and/or specifications agreed to by the parties in writing. Any non-conformance or defect in the Product which Customer detects has to be reported immediately but no later than seven (7) days after discovery of the defect to Veco Precision. The sole and exclusive remedy concerning the non-conformance or defect of the Product shall be that Veco Precision, at no cost to Customer, replaces the defective Product or parts thereof, provided that Customer can prove that the defects are a result of errors in the construction designed by Veco Precision or poor workmanship on the part of Veco Precision or poor materials supplied by Veco Precision. If the aforesaid period of seven (7) days is exceeded, Customer shall have forfeited all its rights against Veco Precision in connection with the defect(s) or non-conforming Product.
- 7.3 Veco Precision shall accept no liability for and shall not issue any warranty in respect of defects which are the result of normal wear and tear or the inappropriate storage or use of the Products and/or any use of the Products which is not in conformance with Veco Precision's use instructions. The same shall apply with regard to defects which are the result of bad or poor design, construction and/or materials required or supplied by Customer as well as alterations effected by or for Customer or pursuant to governmental regulations, and also apply with regard to discoloration which does not affect the use of the goods. The warranty period shall be for a period of ninety (90) days from first use of the Product, which must occur within six (6) months after their delivery (the "Warranty Period"), for the rights under these warranty provisions to apply, otherwise, such warranty provisions shall lapse and not apply to the Products.
- 7.4 Veco Precision shall use its professional efforts and competence when performing the Services. However, Veco Precision does not warrant that the Services are accurate, effective, fit for purpose or useful nor does Veco Precision provide any other warranty in relation to the Services. Customer shall be solely responsible for determining whether the Services are fit for purpose. The only remedy that is provided by Veco Precision in case it is established that the Services are not performed in a professional manner is that Veco Precision will perform the Services again.
- 7.5 The warranty provisions of this article only apply if:
- Customer fulfils its payment obligations;
  - The use or other instructions provided by Veco Precision are observed;
- Customer or a third party assembles and/or disassembles and/or repairs and/or commissions the Products delivered only with the written consent of Veco Precision;
  - The defect is not the result of normal wear and tear;
  - Claims under the warranty are made to Veco Precision in writing as soon as possible after a defect is discovered, yet no later than seven (7) days after discovery of the defect and ultimately within six (6) months after the delivery date;
  - It does not concern acts or omissions by persons made available to Veco Precision by or on behalf of Customer.
- 7.6 The foregoing warranty is exclusive and in lieu of, and Veco Precision disclaims and Customer waives, all other warranties of merchantability, fitness for a particular purpose and of any other type, whether express or implied, arising by law (statutory or otherwise).
- 7.7 Products will not be returned to Veco Precision without Veco Precision's written permission. Provision of a replacement part or component will not operate to extend the warranty period for any Product. Veco Precision reserves the right to inspect Product that is subject to warranty claims and to require the return of such Product that is subject to warranty claims to Veco Precision's location at Customer's expense; provided, however, that if it is determined that the issue with returned Product is covered by warranty, Veco Precision will reimburse Customer for freight charges associated with the return of such Product. Veco Precision also reserves the right to use reconditioned parts and components for warranty replacements.

## Article 8 - Liability for damage/loss and indemnification

- 8.1 Veco Precision is not liable for any damage or loss caused by non-supervisory staff of Veco Precision or third parties it has engaged, unless the direct damage or loss is the result of intent or wilful misconduct on the part of Veco Precision management.
- 8.2 Veco Precision is not liable for any damage or loss to property of Customer which it holds in its care, custody or control, but is not owned by Veco Precision.
- 8.3 Veco Precision is not liable for indirect or consequential damage or loss suffered by the Customer or third parties regardless whether the damage or loss has occurred at the Customer or a third party. Examples of indirect or consequential damage or loss are: lost profits, costs in connection with a stoppage or delay in the production process, other business interruption, wasted expenditure, loss of opportunity, loss or corruption of data, full or partial damage to or loss of objects produced, processed and/or treated by means of the Products delivered by or on behalf of Veco Precision, loss of value, damage to goodwill and/or reputation and/or brands.
- 8.4 In the event that the agreement is terminated by Customer, in whole or in part, as a result of gross negligence, intent or wilful misconduct on the part of Veco Precision, Veco Precision shall not be obliged to do more or other than compensate Customer for the

replacement performance up to a maximum amount equal to the contractual value of (the part of) the agreement which has not been performed or has been terminated.

- 8.5 If and insofar as, despite the provisions in this clause 8, Veco Precision could be held liable, regardless of the reason, this liability will be limited to the amount equal to the net invoice value of the Products or Services, on the understanding that Veco Precision will at all times be liable for an amount of no more than EUR 50,000.
- 8.6 A non-warranty claim for compensation lapses if Customer fails to notify Veco Precision of any facts in writing, stating all the relevant details, and hold Veco Precision liable within one (1) month of facts occurring that may constitute a ground for compensation. If Customer has notified Veco Precision and has held it liable with due observance of the provisions in the previous sentence, the claim for compensation nevertheless lapses if Customer fails to bring a legal claim against Veco Precision at the competent authorities within six (6) months of the notification.
- 8.7 The limitations of liability contained in these Terms are deemed to have been stipulated also for third parties involved in the delivery of the Product by Veco Precision.
- 8.8 Customer indemnifies Veco Precision against any and all claims from its staff and representatives and any third-party claim against Veco Precision for compensation of damage or loss suffered or allegedly to be suffered by that (third) party (partially) as a result of the use of application or use of the Products, including but not limited to product liability claims or (alleged) breaches of Intellectual Property Rights of third parties.
- 8.9 Customer indemnifies Veco Precision against any and all claims from its staff or representatives, or from third parties, for personal injury or other damage which is a direct or indirect consequence of:
- (a) any (alleged) infringement of any Intellectual Property Rights of a third party resulting from the development, manufacture, sale and delivery of any Products (or parts thereof) based on drawings or specific instructions by Customer; or
  - (b) structural/constructional features demanded by Customer.
- Customer further indemnifies Veco Precision against third-party claims it receives in relation to damage sustained by the said third parties as a result of using designs, advice, studies or other services supplied or rendered by Customer and/or its staff.

#### Article 9 - Force majeure

- 9.1 Force majeure is taken to mean all circumstances that temporary or otherwise hamper performance of the agreement and which cannot be attributed to the party that invokes force majeure. Force majeure does in any case include strikes, measures taken by the authorities, a state of war and siege, fire, natural disasters, epidemics, acts of god, a lack of raw materials needed for the delivery of the Products, and/or transport problems during transport of the Products by Veco Precision. Force

majeure, as described above, at suppliers or other third parties whom Veco Precision depends on is also regarded as force majeure suffered by Veco Precision.

- 9.2 The party invoking force majeure must report a case of force majeure within fourteen (14) days of it occurring. If Customer invokes force majeure, Veco Precision is entitled to charge Customer additional costs such as, yet not limited to, waiting hours and additional travel and subsistence expenses. If the situation of force majeure ends, the party that invoked force majeure must immediately report this to the other party in writing.
- 9.3 During force majeure, both parties' obligations to deliver and otherwise perform will be suspended. If the situation of force majeure exceeds a period of six (6) months, either party may partly terminate the agreement only for those obligations not yet fulfilled and only after the six (6)-month term lapsing. In that case, the parties are not entitled to compensation of any damage or loss suffered or to be suffered as a result of the termination.
- 9.4 If Veco Precision has already performed a part of the agreement, be it manufacture or partial delivery, Veco Precision shall be entitled to payment for the finished Products or other components and reasonable costs incurred in performing the agreement up to the date on which the event of force majeure commenced.

#### Article 10 - Confidentiality and protection of personal data

- 10.1 Both Veco Precision and Customer shall, except for applicable statutory obligations, be obliged to maintain the confidentiality of all Confidential Information received from the other disclosing party for a duration of maximum of three (3) years after expiration or termination of the agreement, unless expressly agreed otherwise. If Customer breaches its obligation under this Section 10.1, and without limiting Veco Precision's other rights, including the right to claim damages, Customer will owe Veco Precision an immediately payable penalty of EUR 25,000 for every breach. Articles 6:92 (penalty in addition to damages) and 6:93 (notice of default) of the Dutch Civil Code are excluded.
- 10.2 Veco Precision complies with the rules and regulations related to the collection and use of personal data as laid down in the European General Data Protection Regulation (EU 2016/679). Veco Precision collects personal data of Customer to the extent necessary for the performance of the agreement. All personal data are being handled in accordance with the Veco Precision Privacy Policy which can be retrieved from <https://www.vecoprecision.com/privacy>, which may be updated from time to time. For information on the policy, including data requests, an e-mail can be sent to [veco-info@idex.com](mailto:veco-info@idex.com).

#### Article 11 - Termination

- 11.1 Customer can fully or partially terminate the agreement only if Veco Precision, despite repeated notices of default giving a reasonable remedy period, fails to deliver its Product despite no fault of Customer.

- 11.2 Veco Precision may terminate the agreement at any time for convenience without any further liability by giving written notice to Customer of at least thirty (30) days in advance. Veco Precision may terminate the agreement effective immediately if (1) Customer breaches its obligations thereunder and fails to cure within 30 calendar days, or (2) Customer makes a general assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, files or becomes the subject of a bankruptcy or insolvency petition, or is generally unable to pay its debts as they mature.
- 11.3 If and insofar as, despite the provisions in the agreement and/or these Terms, Customer could terminate the agreement, regardless of the reason, Customer's right to claim termination in or out of court lapses six months after the facts occurred that gave rise to demand termination.

#### **Article 12 - Final provisions**

- 12.1 These Terms and/or the agreement may not and cannot be transferred or assigned by Customer, in whole or in part, without the written consent of Veco Precision. Customer hereby grants its prior consent to Veco Precision to assign and transfer its rights and obligations under these Terms and the agreement to any third party. This clause 12.1 expressly intends to have effect under Dutch property law and contract law.
- 12.2 Veco Precision may unilaterally amend these Terms at any time without notice to Customer.
- 12.3 If any provision in these Terms and/or the agreement proves to be invalid, voidable or otherwise non-binding, it will be replaced with an article that reflects the nature and purpose of the invalid, voidable or otherwise non-binding provision to the greatest possible extent. The failure of Veco Precision to at any time require performance by Customer of any provision of these Terms shall not operate as a waiver of the right of Veco Precision to require strict performance of the same or other provisions hereof at a later time.
- 12.4 Provisions in these Terms which according to their nature are destined to survive the agreement they relate to will remain valid also after expiration or termination of these Terms and/or the agreement.

#### **Article 13 - Applicable law and disputes**

- 13.1 All offers and quotations made by Veco Precision, these Terms, all agreements concluded with Veco Precision and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law. The 1980 United Nations Convention on Contracts for the International Sale of Goods (Weens Koopverdrag) and its related instruments will not apply.
- 13.2 All disputes arising out of or in connection with these Terms and/or the agreement (whether contractual or non-contractual) will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters (Netherlands Commercial Court or NCC). An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. In the event the Netherlands Commercial Court is not competent, the district court of Amsterdam shall have exclusive jurisdiction.