

General purchase terms and conditions of JUR regarding the purchase of products and services

Article 1 - General

- 1.1 Where these terms and conditions use the following terms they are understood to have the following meaning:

Agreement: an agreement by and between JUR and the Contractor in the context of Products and/or Services to be delivered to JUR pursuant to the Contract, to which these terms and conditions are applicable.

Contract: each and every oral or written (including email) contract of or on behalf of JUR awarded to the Contractor for the order or delivery of Products, delivery or performance of Services and/or a combination thereof, that must be qualified as an agreement and to which these General Terms and Conditions are applicable.

Contractor: the undertaking or natural person acting in the course of a business or profession who concludes or intends to conclude, either directly or indirectly, an agreement for the provision of services with JUR by submitting an Offer regarding the delivery of Products and/or the supply of Services or a combination thereof.

Delivery: the actual availability of a Product and/or performance of a Service to JUR.

General Purchase Terms and Conditions: the present general purchase terms and conditions of JUR that are applicable to each and every (legal) relationship between JUR and the Contractor.

JUR: the private company with limited liability Jurlights B.V., having its registered office and its place of business in (1046 AH) Amsterdam at the Portsmuiden 35. The business of JUR includes, but is not limited to, the delivery of advice, design, installation and/or implementation of technical productions.

Offer: each and every offer of a Contractor to JUR, aimed at the delivery of Products and/or the supply of Services or a combination thereof by or on behalf of the Contractor in any way whatsoever to JUR.

Products: the goods and/or proprietary rights to be delivered by the Contractor on the basis of the Contract for the benefit of JUR for payment.

Request: each and every request of JUR to a Contractor for the issue of an Offer.

Resources: any and all vehicles, machines, equipment, tools and materials and/or parts thereof that the Contractor uses for the performance of the Contract.

Services: services that are performed by the Contractor on the basis of and as determined further in a Contract for the benefit of JUR.

Article 2 - Applicability of General Purchase Terms and Conditions

- 2.1 These General Purchase Terms and Conditions are applicable to any and all Offers, Requests, Contracts and Agreements and to any and all thereto-pertaining negotiations and deliveries, regardless of the manner that they are concluded, in the course of which JUR acts as the client, borrower and/or buyer. Through acceptance of a Request, the issue of an Offer and/or the conclusion of an Agreement the Contractor declares to agree with these General Purchase Terms and Conditions, expressly also with regard to later Contracts of and Offers to JUR.
- 2.2 In case of a discrepancy the specifically stipulated commitments shall prevail over these General Purchase Terms and Conditions.

- 2.3 The applicability of general terms and conditions, by any name whatsoever, of the Contractor is expressly rejected. Deviations from and/or additions to these General Purchase Terms and Conditions are only valid if and to the extent that they were expressly stipulated in writing by JUR with the Contractor.
- 2.4 JUR is always entitled to fully or partly change these General Purchase Terms and Conditions unilaterally. JUR shall inform the Contractor of a change in its General Purchase Terms and Conditions. If the Contractor is of the opinion that the new General Purchase Terms and Conditions are unacceptable then it must inform JUR accordingly in writing within 5 (five) working days after the notification, failing which the Contractor is deemed to have accepted the new General Purchase Terms and Conditions irrevocably.
- 2.5 In case of invalidity or nullification of one or more provisions of these General Purchase Terms and Conditions the other provisions of the General Purchase Terms and Conditions shall remain in full force and effect. As the occasion arises JUR shall in consultation with the Contractor replace the relevant provision(s) by one or more provisions that, in terms of content and scope, best approach the invalid and/or nullified provision(s).
- 2.6 Obligations in the General Purchase Terms and Conditions that due to their nature are also meant to remain valid after conclusion of the Contract shall remain in full force and effect thereafter. These obligations do in any case include guarantees, indemnifications, liability, confidentiality, intellectual property and applicable law and choice of forum.

Article 3 – Requests, Offers and conclusion of a Contract

- 3.1 Agreements with JUR are always concluded in writing and Contracts are concluded at the moment that they are signed and/or confirmed in writing by JUR.
- 3.2 Agreements, Contracts, Offers, Requests as well as oral arrangements and stipulations that are meant to be part of a Contract can only have binding effect on JUR if they were signed or expressly confirmed in writing by (a) relevantly competent representative(s) of JUR.
- 3.3 A Request of JUR must be followed by an Offer of the Contractor. The said Offer is free of charge, unless stipulated otherwise in writing and irrevocably remains valid for at least 30 (thirty) days after it has reached JUR, barring a different written communication about this of JUR. Requests and/or Offers do not result in enforceable obligations on the part of JUR.
- 3.4 Negotiations about a yet to be concluded Contract can be broken off by JUR at any time. As the occasion arises the Contractor cannot hold JUR to continue the negotiations or to pay any compensation for potential costs or damages of the Contractor, regardless of the nature of the said damages or the manner that the said damages were caused.
- 3.5 If the Contractor does not accept a Contract of JUR in writing within 30 (thirty) days then it expires, barring written communication to the contrary of JUR. JUR is entitled to revoke a Contract within 14 (fourteen) days after acceptance by the Contractor, in which case an agreement is not concluded between the parties.
- 3.6 JUR does not accept liability for potential obscurities or inaccuracies in the aforementioned communications made by JUR and/or third parties.

Article 4 – Obligations of the Contractor

- 4.1 The Contractor must perform the activities that are related to the Contract diligently,

independently and under its own responsibility and according to the provisions of the Contract and comply with the obligations that derive from the same in full and properly. On demand the Contractor must forthwith comply in full with potential comments and/or instructions of JUR and to report on the progress in the interim in writing. To the extent that the Contractor hires staff and/or other third parties for the performance of the Contract, the Contractor shall be liable for compliance by the said persons with the obligations that derive from the Contract.

- 4.2 The Contractor is held to dispose of any and all permits, certificates, diplomas or exemptions of any nature whatsoever that are required for the performance of the Contract, a valid registration certificate with the industrial insurance board relevant to its activities and is responsible to obtain the same, unless stipulated otherwise in writing – and guarantees that any and all members of staff and/or other third parties hired by the same also dispose of the same. In addition, the Contractor must forthwith supply any and all information requested by JUR and other data, information and documents that may be relevant to the preparation and performance of the Contract to JUR in a complete and correct manner. If so requested, the Contractor must provide JUR immediate insight into the aforementioned information and documents and/or make a copy thereof available.
- 4.3 Prior to the performance of the Contract the Contractor must enquire after the circumstances at the premises and in the buildings and the area(s) where the activities must be performed as well as the regulations and rules applicable there, inter alia regarding working conditions, safety, health and the environment, and must during the performance of the Contract act accordingly. If circumstances occur that may affect the performance of the Contract then the Contractor shall be liable for the costs and/or other damages that derive from the same, e.g. in connection with consequently occurring delays in the performance of the Contract.
- 4.4 The Contractor provides for the removal and clearance of waste and packaging material after completion of the activities, unless expressly stipulated otherwise in writing. In addition, the parking of vehicles that are required for the performance of the activities pursuant to the Contract shall take place at the risk and expense of the Contractor, unless expressly stipulated otherwise in writing.
- 4.5 When performing the activities that derive from the Contract the Contractor or the third parties hired by the same are not allowed to use (eye-catching) advertising without prior written consent of JUR.
- 4.6 During the performance of activities that derive from the Contract the Contractor is held to always keep a competent contact person available at the location where the activities are performed, who is available to JUR and who is only replaced after prior consultation with JUR.
- 4.7 If the Contractor does not comply with an obligation as outlined above or not properly then the Contractor shall, without any further notice of default of JUR, be in default and JUR shall be entitled to – at its sole discretion – rescind and/or terminate the agreement for the provision of services with immediate effect out of court or to suspend its obligations from the same, without prejudice to the right of JUR to claim full compensation and without JUR being liable to pay any compensation.
- 4.8 Without prior written consent of JUR the Contractor is not allowed to fully or partly transfer its rights and/or obligations pursuant to the Contract to third parties. If JUR does give the said consent then it may impose further conditions on it and this shall not release the Contractor from its obligations pursuant to the Contract.

Article 5 - Changes in the Contract

- 5.1 JUR is always authorised to change the Contract, the scope and/or the quantity of the Products and/or Services to be delivered by means of a written notification. In case of a change a reasonable time limit for delivery or performance is always observed, taking the specific circumstances of the case into account, where it may be that changes must take place at short notice.
- 5.2 JUR is entitled to fully or partly transfer its rights and obligations that it can enforce vis-à-vis the Contractor to third parties.
- 5.3 If the Contractor wants to fully or partly change the Contract at any time then a corresponding written request must first be submitted to JUR. The Contractor can only make and/or implement changes in the scope, the composition and/or the capacity of the Products and/or Services to be delivered and the relevant packaging after written consent of JUR. The changes only become part of the Contract after written consent of JUR. JUR is always entitled, without thus being in default, to reject this kind of request at its sole discretion or to accept the request as contract extras – and hence at additional costs and a higher price.
- 5.4 If changes have consequences for the originally stipulated price and/or the time of delivery of the relevant Product and/or the relevant Service then the Contractor must always inform JUR prior to the implementation of the change in writing of the consequences for the Contract and the associated costs. If the said consequences are, at the discretion of JUR, unreasonable compared to the nature and the scope of the requested change then JUR shall be entitled to fully or partly rescind the Agreement for the provision of services in writing, without judicial intervention and without obligation to pay compensation for any form of damages of the Contractor and/or of third parties already hired by the Contractor.

Article 6 - Prices

- 6.1 Unless expressly stipulated otherwise in writing, prices of the Contract are in euros, excluding VAT (unless indicated otherwise), based on the delivery condition(s) at the stipulated place of delivery, and include any and all costs in connection with compliance with the obligations of the Contractor pursuant to the Contract, including but not limited to transport costs, delivery costs, insurances, taxes, import duties and packaging.
- 6.2 The stipulated prices are fixed and can only be adjusted if the Contract necessitates this and the Agreement enables this and also determines the manner that the adjustment then takes place.
- 6.3 A fixed price is charged for the performance of Services, unless stipulated otherwise in writing. Contract extras are exclusively charged if the Contract includes a prior, written provision for this or if JUR gave prior written consent to the contract extras in accordance with articles 5.3 and 5.4.

Article 7 - Guarantees and indemnifications

- 7.1 The Contractor guarantees that the Products to be delivered, including potentially the installation or assembly of the same, and/or the Services to be delivered or performed correspond fully with the Contract, are free from defects, dispose of any and all features that were promised and are fully suitable for the purpose for which they are meant. In this respect

the Contractor also guarantees that the Products to be delivered are ready for use and ensures that, inter alia, any and all parts, auxiliary materials, accessories, tools, spare parts, technical documentation, certificates, user instructions and instruction booklets for the realisation of the use intended by JUR, are also delivered, even if they are not mentioned by name.

- 7.2 The Contractor guarantees with regard to the delivered Products and the materials and Resources potentially related to the same and/or with regard to the delivered or performed Services and members of staff and/or (other) third parties potentially hired for the performance of the Contract that they comply with any and all (semi-)statutory rules, including but not limited to the national insurance and employee insurance schemes and any and all taxes, in particular the payroll and the turnover tax, and other official rules as well as any and all safety, quality and environmental standards reasonably imposed and used within the industry or shall comply with the same within the relevantly applicable (statutory) payment term(s).
- 7.3 The Contractor indemnifies JUR against any and all claims of third parties (including employees or clients of JUR) for compensation for damages that derive from or are related to the failing, incomplete and/or late compliance with the said rules and against any and all officially imposed fines in connection therewith. In addition, the Contractor indemnifies JUR against any and all claims of third parties for compensation for damages as a result of shortcomings in the delivered Products and/or Services, including defective safety of the same, or for compensation for damages as a result of any act of the Contractor or members of staff and/or (other) third parties (including potential subcontractors) hired by the same for the performance of the Contract.
- 7.4 The Contractor guarantees to exclusively dispose of any and all rights that are granted and/or transferred to JUR pursuant to the Contract and to be authorised to conclude the Contract. The Contractor also guarantees that the delivered Products and/or Services are unencumbered and free from attachments and that they do not infringe any intellectual or industrial property right of third parties or are otherwise unlawful. The Contractor indemnifies JUR against any and all claims of third parties in connection therewith.
- 7.5 If delivered Products and/or Services do not appear to comply with the provisions set forth in this article then JUR shall be entitled to terminate the Contract with immediate effect in accordance with the provisions set forth in Article 17, unless it opts for repair or replacement of the Products and/or Services, in which instance the Contractor shall on demand, at the discretion of JUR, forthwith need to repair or replace the Products and/or Services at its own risk and expense, all without prejudice to the right of JUR to claim compensation for damages, of any nature whatsoever.

Article 8 - Acceptance, repair or replacement

- 8.1 At the start of the activities and upon arrival at the premises and/or in the buildings where the activities shall be performed, the Contractor must immediately report to the thereto-designated representative and/or employee of JUR in connection with the inspection and acceptance of the stipulated Products and/or Services to be delivered.
- 8.2 If JUR indicates to require repair or replacement of Products and/or Services that appear not to comply with the Contract then the Contractor is held to provide for repair or replacement of the delivered Products and/or Services within a reasonable time limit specified by JUR and at a location to be indicated by JUR, in accordance with the relevant instructions of JUR. In urgent instances or if JUR can reasonably assume that the Contractor cannot or shall not provide for repair or replacement or not in a timely fashion or not properly then JUR shall be authorised to

perform (have performed) the repair or replacement at the risk of the Contractor or to terminate the Contract in accordance with the provisions set forth in Article 16, without prejudice to the right of JUR to claim compensation for damages, of any nature whatsoever.

Article 9 - Liability

- 9.1 The Contractor shall be liable for any and all damages of JUR as a result of an imputable or non-imputable failure to comply with the Contract by the Contractor and/or any act or omission in connection with the performance of the Contract that falls under the responsibility of the Contractor, also including an act or omission of members of staff and/or third parties hired by the Contractor.
- 9.2 JUR shall not be liable for any damages whatsoever, either directly or indirectly, incurred due to or in connection with the performance of the Contract or as a result of any failure on the part of JUR to comply with its obligations pursuant to the Contract, unless the said damages can be blamed on intent or gross negligence of JUR.
- 9.3 If JUR, without prejudice to the above, shall be liable vis-à-vis the Contractor for any damages incurred by the Contractor then the said liability shall at all times be limited to direct damages and up to the amount that is payable to the Contractor pursuant to the Contract or, should this amount be higher than the amount payable pursuant to the statutory liability insurance of JUR, up to the insured amount.
- 9.4 The Contractor declares that it is and shall remain sufficiently insured for the performance of the Contract for professional liability and other statutory liabilities that may be applicable.
- 9.5 JUR shall not be liable for theft of, damage to and loss of the Products and/or Services delivered by or for the benefit of the Contractor and/or Resources used by or for the benefit of the Contractor for the performance of the Contract, barring in case of intent or gross negligence on the part of JUR. The Contractor indemnifies JUR against any and all claims of third parties in connection therewith.
- 9.6 The provisions set forth in this article are also applicable for the benefit of the (legal) persons that JUR relies on for the performance of the Contract.

Article 10 - Reservation of title and intellectual property

- 10.1 Unless expressly stipulated otherwise in writing, JUR reserves the complete intellectual and/or industrial property rights of itself or its licensors, including copyrights, trademark rights, related rights, model rights, patent rights, sui generis database rights, etc., with regard to creations manufactured by or under the authority of JUR, including but not limited to promotions, offers, proposals, formats, concepts, drawings, visualisations, designs, as well as data and/or software made available to the Contractor and the website(s), the names and/or logos of JUR. The Contractor is not allowed to disclose (have disclosed) the said creations without prior written consent of JUR.
- 10.2 JUR is the beneficiary of any and all objects potentially delivered or to be delivered by the same that the Contractor uses for the performance of the Contract, and expressly reserves the title of the same.
- 10.3 The Contractor is not allowed to use (have used) the aforementioned objects and/or rights for purposes other than the performance of the Contract.

- 10.4 If the Contractor could enforce any intellectual and/or industrial property right in respect of its Products and/or Services then it is in respect of the same deemed to upon acceptance of the Contract have granted JUR a complete and unconditional, complete, comprehensive and unlimited exclusive user right in pursuance of which JUR is entitled to exploit (have exploited), to disclose (have disclosed) and/or to reproduce (have reproduced) the Products and/or Services and any and all thereto-pertaining goods worldwide in any way and in any form whatsoever, which is known at present or in the future, such at the sole discretion of JUR, and the Contractor shall not (be able to) rely on potential personality rights. The fee for the said user right is included in the price stipulated by and between the Contractor and JUR in the Contract.

Article 11 – Invoicing and payment

- 11.1 Payment by JUR on the basis of the Contract only takes place if the Contractor complied in full, at the discretion of JUR, with its obligations pursuant to the Contract. As the occasion arises the Contractor must, barring a different arrangement, send an invoice for the stipulated amount to the address specified by JUR and for the attention of the contact person specified by JUR. For the payment of the invoice JUR applies a payment term of 60 days after receipt of the invoice. The invoice of the Contractor must always contain a description of the Contract and the relevant event to which the invoice is related as well as the project number indicated by JUR and the project name indicated by JUR.
- 11.2 If the Contractor did not comply with the obligations pursuant to the Contract in a timely fashion, not completely or not in the stipulated manner then the Contractor shall, after JUR send a reminder in connection therewith, be in default and the Contractor shall be liable to pay the statutory interest on the stipulated amount for the time that the shortcoming continues, regardless of the fact if the shortcoming can be blamed on the Contractor. As the occasion arises JUR shall (be allowed to) take legal measures in order to accomplish compliance with the Contract in the course of which any and all judicial and extrajudicial costs that JUR must incur in connection therewith shall be at the expense of the Contractor.
- 11.3 JUR is entitled to suspend the payment (either in whole or in part) if it observes a shortcoming in compliance with one of the obligations of the Contractor. JUR is always authorised to deduct and/or settle outstanding claims vis-à-vis the Contractor from and/or with claims of JUR and/or its affiliated undertakings vis-à-vis the Contractor and/or undertakings affiliated with the Contractor.
- 11.4 If JUR does not provide for payment in a timely fashion then it shall only be liable to pay the statutory commercial interest rate after written notice of default. Potential collection costs shall remain at the expense of the Contractor.

Article 12 – Cancellation and force majeure

- 12.1 If at any time it becomes apparent to JUR that the Contract cannot be performed (further), exclusively if this cannot be blamed on the Contractor, including in case of force majeure or cancellation of the relevant event to which the Contract is related, then JUR shall be entitled to change the Contract awarded to the Contractor in such way that the performance becomes possible or, should compliance be permanently impossible, rescind the Agreement for the provision of services either in whole or in part (out of court) or to suspend compliance with its obligations vis-à-vis the Contractor during a period to be determined by JUR, without being liable to pay any compensation and without prejudice to any and all other rights of JUR,

including the right to claim compensation.

- 12.2 The following instances are, inter alia, understood as force majeure: fire, extreme weather conditions, natural disasters, business interruptions due to fire, an accident or other events, industrial action or lock-out, riots, war, restrictive official measures and moreover any and all circumstances as a result of which it can reasonably not (no longer) be expected of the Contractor that it complies (further) with its obligations vis-à-vis JUR, all regardless of the fact where the obligation that was not complied with (in a timely fashion) should have taken place.

Article 13 – Staff and inspection

- 13.1 Members of staff and/or third parties who are hired by the Contractor for the performance of the Contract must comply with the requirements of professional competence and expertise that are common for the activities to be performed and/or requirements imposed or to be imposed by JUR and must dispose of any and all required permits, diplomas and/or certificates.
- 13.2 On demand of (an employee of) JUR the members of staff and/or the other third parties hired by the Contractor as intended in the previous paragraph must always be able to furnish proof of their identity and to demonstrate the permits, certificates and/or diplomas required for the activities to be performed by them. If the members of staff and/or third parties do, at the discretion of JUR, not comply with the imposed requirements and/or do not dispose of the required diplomas and/or certificates then JUR shall be entitled to order the relevant persons to immediately discontinue the activities and/or to immediately leave the location and/or the event. As the occasion arises the Contractor must at its own expense forthwith provide for replacement of the relevant members of staff and/or third parties.
- 13.3 JUR shall be entitled to inspect and check any and all Resources to be used by the Contractor for the performance of the Contract.

Article 14 – Agreement(s) for the provision of services

- 14.1 There is no employment relationship between JUR and the Contractor. The Contractor personally provides for the payment of the taxes and national insurance contributions of any nature whatsoever payable on the contract sum in connection with the Agreement.
- 14.2 To the extent that the Contractor performs the Contract in the capacity of a natural person or has the Contract performed by a natural person, the Contractor sends the following to JUR before the performance of the Contract starts:
- a copy of valid proof of identity of the person who shall perform the Contract;
 - if the Agreement does not comply with this, a copy of an agreement for the provision of services comparable to the model agreement published by the Dutch Tax Administration, from which it becomes apparent that the Contractor is a self-employed person or is employed within its business as the director and major shareholder and which is declared applicable for the period and the type of activities that the Contractor starts performing on the basis of the Agreement.
- 14.3 The agreement for the provision of services as intended in article 14.2 must be valid and/or applicable during the full term of the Agreement. If the agreement for the provision of services expires during the term of the Agreement then the Contractor is held to ensure that it can submit a copy of a valid and/or applicable agreement for the remaining term of the Agreement.

- 14.4 As soon as the facts and circumstances on the basis of which the agreement for the provision of services is valid and/or applicable (threaten to) change the Contractor informs JUR of this in a timely fashion and in writing and ensures that a new agreement for the provision of services and/or a new document required on the basis of the changed circumstances that complies with the requirements of article 14.2 is valid and/or applicable. As soon as the new agreement for the provision of services and/or a new document required has been received, the Contractor shall immediately provide JUR with a copy.
- 14.5 If the Agreement is nonetheless interpreted as an employment relationship and JUR consequently becomes liable to pay and/or contribute payroll tax and national insurance contributions then JUR shall be entitled to withhold the said taxes and contributions from the contract sum and pay the same.
- 14.6 If the Agreement is qualified as an employment relationship with retroactive effect then the Contractor shall be liable for this in full. The Contractor shall provide for and comply with any and all statutory obligations that are related to the said qualification upon full indemnification and full compensation of JUR.

Article 15 - Delivery

- 15.1 Delivery periods specified or stipulated with the Contract or otherwise for the delivery of Products and/or Services are always, unless expressly stipulated otherwise, fatal deadlines. In case of an overstepping the Contractor forfeits, in addition to the right of JUR to claim full damages, an immediately claimable penalty to JUR of at least 50% (fifty per cent) of the full invoice value of the relevant Contract.
- 15.2 The Contractor must forthwith report an imminent overstepping of delivery periods to JUR in writing. This does not affect the potential consequences of the said overstepping pursuant to these General Purchase Terms and Conditions, the Contract and/or statutory provisions.
- 15.3 The delivery of goods takes place at the stipulated place and at the stipulated time or within the stipulated period. The said goods must be accompanied by a packing list that includes the project number of JUR as well as the product number(s), quantity (quantities) and description(s). Upon delivery the Contractor must always use a separate packing list per order.

Article 16 - Confidentiality

- 16.1 The Contractor is held to handle any and all confidential information that originates from JUR that came or was brought to its knowledge in any way whatsoever strictly confidentially and shall keep this secret and not disclose (have disclosed) anything about it to third parties without prior written consent of JUR. The Contractor guarantees to also impose this confidentiality obligation on its members of staff and/or other third parties hired by or for the benefit of the Contractor for the performance of the Contract.
- 16.2 If the Contractor and/or its members of staff and/or other third parties hired act in violation of this confidentiality obligation then the Contractor forfeits, without any further notice of default being required, an immediately claimable penalty to be established further contractually by JUR, without prejudice to its right to claim full damages.

Article 17 – Termination and rescission

- 17.1 JUR is entitled to, without further notice of default, rescind the Agreement with immediate effect, either in whole or in part, (out of court) in writing, without being liable to pay any compensation and without prejudice to its right to claim compensation, if:
- a. the Contractor did not comply with an obligation deriving from the Contract or these General Purchase Terms and Conditions and, barring in instances where default occurs by operation of law, after having been pointed to this by JUR in writing, still does not comply properly with the said obligations within a reasonable period of time;
 - b. a bankruptcy petition was filed in respect of the Contractor or the Contractor was declared bankrupt;
 - c. suspension of payment was requested for the Contractor or the Contractor was granted (provisional) suspension of payment;
 - d. the Contractor started a procedure for liquidation of its business;
 - e. a change of control occurs in respect of the undertaking of the Contractor, which also includes a change in the shareholdership in pursuance of which a third party acquires or alienates a substantial interest of at least 5% in the undertaking of the Contractor;
 - f. an attachment is imposed on a considerable part of the assets of the Contractor.
- 17.2 Barring termination of the Agreement in pursuance of the first paragraph of this article, the Contractor remains liable to perform the pending activities in conformity with the arrangements after the termination and termination as intended in this article shall not affect the rights of article 10 of these General Purchase Terms and Conditions, all without prejudice to the right of JUR to accomplish complete termination.
- 17.3 If the Contract between JUR and the Contractor is qualified as a continuing performance agreement then JUR shall always be entitled to terminate the Agreement for the provision of services, either in whole or in part, in writing in consideration of a notice period of at most one month and is deemed to be reasonable by the parties. The Contractor is, as the occasion arises, not entitled to any compensation for damages or continuation of the relationship.

Article 18 – Other provisions

- 18.1 JUR is always entitled to change these General Purchase Terms and Conditions either in whole or in part. The changed General Purchase Terms and Conditions are then also applicable to already concluded Agreements, barring to the extent that this appears to be in violation of the principles of reasonableness and fairness. If the Contractor is of the opinion that the changes are in violation of the principles of reasonableness and fairness then it must inform JUR accordingly within 10 working days after the announcement of a change, failing which the Contractor declares to agree with the changes.
- 18.2 The invalidity of a provision of these General Purchase Terms and Conditions shall not affect the validity of the other provisions of these General Purchase Terms and Conditions.
- 18.3 Dutch law is exclusively applicable to any and all legal relationships between JUR and the Contractor.

18.4 Any and all disputes deriving from the Agreement and/or these General Purchase Terms and Conditions shall exclusively be brought to the cognisance of the competent court in Amsterdam.

As drawn up in Badhoevedorp, November 2018.