



General Conditions of Geodis Vitesse

GENERAL CONDITIONS

of

Geodis Vitesse Holding B.V.

a private limited liability company

having its registered office in Rotterdam, the Netherlands, registered with the Chamber of Commerce and Industry for Rotterdam under number 33147674

Geodis Vitesse Netherlands B.V.

a private limited liability company

having its registered office in Rotterdam, the Netherlands, registered with the Chamber of Commerce and Industry for Rotterdam under number 24131355

Vitesse Logistics B.V.

a private limited liability company

having its statutory seat in Rotterdam, the Netherlands, registered with the Chamber of Commerce and Industry for Limburg-Noord under number 12034523

Vitesse Pharmaceuticals Distribution B.V.

a private limited liability company

having its registered office in Venlo, the Netherlands, registered with the Chamber of Commerce and Industry for Limburg-Noord under number 12037189

Vitesse Onroerend Goed B.V.

a private limited liability company

having its registered office in Rotterdam, the Netherlands, registered with the Chamber of Commerce and Industry for Rotterdam under number 24158394

ARTICLE 1 - ACTIVITY-SPECIFIC CONDITIONS

In addition to these General Conditions, depending on the nature of the entire assignment, work or other performance or of any portion thereof that can be reasonably considered to be a separate part, the most recent version or filed version of the following conventions, acts, regulations and/or conditions will also apply, except insofar as otherwise provided in these General Conditions:

1. the Dutch General Transport Conditions of 2002 [*Algemene Vervoerscondities 2002*] filed with the Registry of the Courts of Amsterdam and Rotterdam, the Netherlands, will apply with respect to domestic transport;
2. the Dutch Physical Distribution Conditions [*Physical Distribution Voorwaarden*] published by *Stichting Vervoeradres*, filed with the Registry of the Courts of Rotterdam and Amsterdam, the Netherlands, will apply with respect to physical distribution activities, including without limitation loading, unloading, processing, handling, packing and unpacking goods, performing all acts from order acceptance to order processing and billing goods, and storing goods;
3. the Dutch Forwarding Conditions, general conditions of the FENEX [*Federatie van Nederlandse Expeditieorganisaties* or FENEX], filed with the Registry of the Courts of Amsterdam, Arnhem, Breda and Rotterdam, the Netherlands, will apply with respect to shipping work;
4. the Dutch Warehousing Conditions [*Nederlandse Opslagvoorwaarden*], filed with the Registry of the Court of Rotterdam, the Netherlands, will apply with respect to all other forms of warehousing and storage that do not fall within the scope of application of the Physical Distribution Conditions;
5. the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) will apply with respect to cross-border road transport;
6. in addition to the aforementioned provisions, the European Agreement concerning the International Carriage of Dangerous Goods by Road [*Accord européen relatif au transport international des marchandises dangereuses par route* or ADR Agreement], and – in the case of domestic transport – the Dutch Act of 12 October 1995 containing rules for the transport of dangerous goods and the Dutch Decree of 5 June 1996 laying down detailed rules for the transport of dangerous goods, will apply with respect to transport of dangerous goods; and
7. the Dangerous Goods Series 15 [*PGS15*], Storage of packaged dangerous goods, guideline for fire safety, work safety and environmental safety [*Opslag van verpakte gevaarlijke stoffen, richtlijn voor brandveiligheid, arbeidsveiligheid en milieuveiligheid*], published by the Dutch Ministry of Housing, Spatial Planning and the Environment [*VROM*], will apply with respect to the storage of dangerous goods and fire, work and environmental safety.

Upon request, copies of the conventions, acts and/or regulations listed under 1 to 7 above will be provided free of charge.

ARTICLE 2 - DEFINITIONS

The following terms and expressions will have the following meaning:

Assignment:	the assignment to provide Services and/or Goods, issued by the Commissioning Party to the Commissionee;
Commissionee:	Geodis Vitesse Holding B.V., Geodis Vitesse Netherlands B.V., Vitesse Logistics B.V., Vitesse Pharmaceuticals Distribution B.V., Vitesse Onroerend Goed B.V. and/or all other Geodis Vitesse companies and/or subsidiaries or group companies in existence or yet to be incorporated and their agents and authorised representatives;
Commissioning Party:	the party whose Assignment to provide Services and/or Goods has been accepted by the Commissionee;
Conditions:	these General Conditions;
Contract:	the contract with respect to the Services and/or Goods concluded between the Commissioning Party and the Commissionee upon the Commissionee's acceptance of an Assignment governed by these General Conditions;
Goods:	goods and items of property to be provided by the Commissionee;
Parties:	the Commissioning Party and the Commissionee;
Regulations:	the conventions, acts, regulations and conditions listed under 1 to 7 of Article 1;
Services:	services to be provided by the Commissionee;
Website:	any Internet site hosted by the Commissionee at any time.
Written/In writing:	in writing or electronically;

ARTICLE 3 - GENERAL PROVISIONS

Article 3.1

The Contract will be deemed concluded upon the Commissionee's (written) acceptance of the Commissioning Party's Assignment within a reasonable term or as soon as the Commissionee proceeds to execute the Assignment.

Article 3.2

The Conditions will apply to all offers, Contracts, Assignments and Services and/or Goods provided by the Commissionee. All divergent general conditions of the Commissioning Party and all additions or amendments proposed by the Commissioning Party are expressly rejected by the Commissionee and do not form part of the Contract, unless agreed in writing by an authorised representative of the Commissionee.

Article 3.3

Once the Commissioning Party has concluded a Contract that is governed by these Conditions, it will be deemed to have tacitly accepted the applicability of these Conditions to future Contracts, Assignments, Services and offers.

Article 3.4

If in a particular case the Commissionee does not invoke the provisions of these Conditions, that shall not be considered to be a waiver on the Commissionee's part of its rights to invoke these Conditions in any other case.

Article 3.5

The Commissioning Party accepts the applicability of these Conditions in their entirety, including the Regulations.

Article 3.6

If there is any conflict between a Regulation or Regulations and these Conditions, the Conditions will prevail.

If there is any conflict between a Regulation and any other Regulation, the Regulation highest in the ranking order below will apply, except insofar as a statutory regulation or convention takes priority over it:

1. the Dutch General Transport Conditions of 2002;
2. the Physical Distribution Conditions;
3. the Dutch Forwarding Conditions, general conditions of the FENEX;
4. the Dutch Warehousing Conditions;
5. the CMR Convention;
6. the ADR Agreement;
7. *PGS15*.

Article 3.7

If a provision of these Conditions is fully or partially invalid or unenforceable in the opinion of a competent authority, that will not affect the validity of the other provisions of these Conditions and the remaining portion of the provision in question.

Article 3.8

The Commissioning Party may not assign or otherwise transfer its rights and obligations under the Contract to a third party without the Commissionee's prior written consent.

Article 3.9

Unless expressly agreed otherwise in writing, all Assignments will be executed in an order and manner to be determined by the Commissionee. The factors determining the start and completion time of the Assignment include the company capacity that is at the Commissionee's disposal, the workforce and the production equipment and the degree of capacity utilisation thereof.

Article 3.10

The Commissionee will be authorised to engage subsidiaries, group companies and/or third parties for the purpose of executing Assignment(s) or Contracts(s) at any time.

Article 3.11

If necessary, the Commissionee will request the Commissioning Party to give instructions in the event of irregularities in the course of the work that impede the execution of the work or as a result of which the work can no longer be executed in conformity with the relevant Assignment.

Article 3.12

The applicability of other general conditions or standard provisions of the Commissioning Party or third parties to offers, the Contract, the Assignment, Goods or Services is explicitly rejected.

ARTICLE 4 - OFFERS, PRICES AND PAYMENTS

Article 4.1

All offers made by the Commissionee will be without obligation. All amounts will be denominated in euros, unless stated otherwise.

Article 4.2

All prices will be based on the rates, wages, prices and the like that apply as at the date of the offer or, as the case may be, the date on which the Contract is concluded or, as the case may be, the date on which the actual work is performed, and on the assumption that the facts and information submitted by the Commissioning Party are accurate and complete. If any of those factors change, the prices will automatically be adjusted accordingly and will also be binding with respect to current Contracts, on the understanding that if the prices change within three months after the conclusion of the Contract, the Commissionee will be entitled to dissolve the Contract. The foregoing will apply unless expressly agreed otherwise.

Article 4.3

The Commissionee shall accept every Assignment issued to it. The Commissionee will be at liberty to refuse to accept an Assignment for reasons of its own at any time. Assignments will be accepted only subject to the applicability of these Conditions.

Article 4.4

The prices quoted by the Commissionee are based on locations that are easily accessible to all appropriate means of transport. If during the execution of the Assignment it appears that the accessibility is poor and/or there is no one present at the site on the Commissioning Party's part to take delivery of the Goods and/or Services, the Commissionee will be entitled to increase the prices by the additional costs incurred as a result thereof.

Article 4.5

Invoices will be deemed accepted and approved by the Commissioning Party if the Commissionee has not received any objection within 8 days of the invoice date.

Article 4.6

To the exclusion of the provisions of the Regulations, payment of the work commissioned to the Commissionee and the Services and/or Goods provided by the Commissionee will be governed by the provisions of Articles 4, 5 and 6 and the other relevant provisions of these Conditions.

Article 4.7

The Commissioning Party shall pay amounts due within 14 days of the invoice date. If payment is not made within that term, the Commissioning Party will also owe statutory interest on the principal sum.

Article 4.8

In the event of late payment, the Commissioning Party will be in default by operation of law without any further notice of default being required.

Article 4.9

If in the event of late payment by the Commissioning Party the Commissionee proceeds to collect the amount due by legal or other means, all costs incurred and to be incurred by the Commissionee and all costs relating thereto, including extrajudicial collection costs, *i.e.* 15% on the principal sum, to be increased by statutory interest from the date on which the Commissioning Party is in default, will be charged to the Commissioning Party, without prejudice to the other provisions of these Conditions.

Article 4.10

The Commissionee will be authorised to suspend the performance of the Contract, the Assignment, any obligation to surrender an item or delivery of a performance, Goods, Services, money and documents in the broadest sense at the Commissioning Party's and/or owner's risk and expense, without any further notice being required, until all debts due and payable by the Commissioning Party have been paid.

ARTICLE 5 - SETOFF

Article 5.1

The Commissioning Party may not at any time set off its obligations vis-à-vis the Commissionee arising from the Assignment, Contract or Services against any claim it may have against the Commissionee arising from the Assignment, Contract, Services or otherwise.

Article 5.2

The Commissionee may at all times set off its obligations vis-à-vis the Commissioning Party arising from the Assignment, Contract or Services in any currency whatsoever, whether or not due and payable, against any claim it may have against the Commissioning Party arising from this Contract or otherwise.

Article 5.3

The Commissionee's rights pursuant to Article 5 are entirely without prejudice to any other right or remedy the Commissionee may have.

ARTICLE 6 - PLEDGE/SECURITY

Article 6.1

All Goods, documents and money that the Commissionee retains or gains possession of for whatever reason and for whatever purpose will serve as a pledge or possessory pledge on all claims that the Commissionee may have against the Commissioning Party at present or in the future.

If the debt is not paid, the pledge or possessory pledge will be sold in the manner stipulated by law or, if there is agreement on that subject, by private treaty.

Article 6.2

Upon request, the Commissionee can have the pledge or possessory pledge substituted for another equivalent security at its exclusive discretion.

The Commissioning Party cannot at any time invoke vis-à-vis the Commissionee any deferment of payment granted to it explicitly or otherwise with respect to previous assignments.

ARTICLE 7 - FORCE MAJEURE

Article 7.1

The Commissionee will be exempt from performing its obligations under any Assignment and/or Contract, and the performance of those obligations will be extended by a period that is reasonable given the circumstances, if the performance of those obligations is impeded or delayed as a result of force majeure, which – without limiting the generality of the foregoing in any manner whatsoever – will include acts of God, riots, wars, accidents, strikes, embargos or revocation (government measures), including without limitation the unavailability of an export licence for the Goods or any portion thereof, lockouts or other labour conflicts or disturbances, civil disorder, acts or omissions of third parties, fire, storm, flood, explosions and the inability to obtain or retain required authorisations and licences (including servitudes or similar rights).

ARTICLE 8 - CANCELLATION AND TERMINATION

Article 8.1

The Commissioning Party may cancel an Assignment only with the Commissionee's written consent. Cancellation is permitted only with respect to Goods not shipped or manufactured in the context of a special assignment and/or Services not yet rendered.

Article 8.2

If the Commissionee accepts a cancellation, in addition to other Conditions the Commissioning Party will (a) fully indemnify the Commissionee against all losses (including loss of profits), costs (including all labour costs and the costs of all materials used), damages, costs and expenses charged that the Commissionee incurs directly or indirectly as a consequence of that cancellation, and (b) pay the Commissionee processing costs of 1% of the value of the cancelled Goods and/or Services – at the Commissionee's discretion – and the actual costs of reversing and cancelling the Assignment.

Article 8.3

Without prejudice to its right to claim compensation, the Commissionee may terminate the Contract with immediate effect by giving the Commissioning Party written notice (i) if the Commissioning Party breaches any of its obligations under the Contract, (ii) if an event of force majeure within the meaning of Article 7, in which the Commissioning Party is exempt from performing its obligations under the Contract, continues for more than two months, (iii) if the Commissioning Party files a petition for the winding up or dissolution of its company, (iv) if the Commissioning Party adopts a resolution for the voluntary winding up or dissolution of its company, (v) if a trustee has been appointed for all or a portion of the Commissioning Party's assets, (vi) if the Commissioning Party goes bankrupt, is granted a suspension of payments, becomes insolvent or reaches a settlement with creditors, (vii) if the Commissioning Party is granted a deferment of payment, or (viii) if the Commissioning Party takes or undergoes similar measures as a consequence of debts or performs or undergoes a similar act or measure within the meaning of this Article pursuant to an applicable act.

ARTICLE 9 - LIABILITY

Article 9.1

The Commissionee will not be liable for damage or costs, other than as a consequence of an intentional act or omission or gross negligence on the Commissionee's part of whatever description, ensuing if the Commissioning Party or any third party, whether or not for consideration:

- (i) uses the Commissionee's equipment;
- (ii) has requested the Commissionee to perform certain work outside the scope of any contract already concluded and the Commissionee has acted in that respect in accordance with instructions given by or on behalf of the Commissioning Party and/or the relevant third party;
- (iii) stores or parks Goods or other items of property on any of the Commissionee's business premises; or
- (iv) has the Assignment or Services performed by the Commissionee.

Article 9.2

The Commissionee will not be liable for damage or costs of whatever description ensuing from Services, Assignments, work and/or supplies performed for no consideration, unless the Commissioning Party demonstrates that the damage was or the costs were caused by an intentional act or omission or a gross error that can be put on a par with an intentional act or omission committed by the Commissionee. The Commissionee will not be liable for incorrect classifications of goods or incorrect statements of origin of goods unless the Commissioning Party demonstrates that the damage was or the costs were caused by an intentional act or omission or a gross error that can be put on a par with an intentional act or omission committed by the Commissionee.

Article 9.3

The Commissionee stipulates all statutory and contractual defences that it can invoke against the Commissioning Party or any third party to contest its own liability, also on behalf of its subsidiaries and group companies, employees and non-subordinates for whose conduct it would be liable by operation of law.

Article 9.4

The Commissionee will never be liable for loss of sales, loss of profits or consequential damage of whatever description.

Article 9.5

Without prejudice to other limitations of liability, in any event the Commissionee's liability is limited to a maximum of EUR 3.50 per kilogram of damaged or lost Goods, with a maximum of EUR 115,000 per event or series of events with the same cause. The Commissionee's aggregate liability per annum will never exceed EUR 3,000,000.

Article 9.6

The limitations of liability set out in Article 9 and in the Regulations do not affect the Commissionee's statutory liability pursuant to the mandatory provisions of any act or convention.

Article 9.7

The Commissionee does not provide any guarantee but will make a reasonable effort to meet the delivery date requested by the Commissioning Party. The Commissionee will not be liable in the event of early or late delivery.

Article 9.8

The Commissioning Party will indemnify the Commissionee against claims brought by third parties in relation to defects in the Goods (product liability).

Article 9.9

The Commissioning Party will at all times indemnify the Commissionee against claims brought by third parties if and insofar as the Commissionee has acted as the Commissioning Party's agent or intermediary in the execution of the Assignment, unless the Commissioning Party demonstrates that an intentional act or omission or gross negligence is involved.

ARTICLE 10 - INSURANCE**Article 10.1**

In principle, the Commissioning Party shall take out insurance for the Goods. Within the framework of performing the Contract, Assignment of Services, the Commissionee will not take out separate insurance for the Goods.

Article 10.2

Insurance of any nature will be taken out only at the Commissioning Party's risk and expense and only upon a written instruction and acceptance thereof (in writing). The instruction to take out insurance shall contain a detailed description of the risks to be insured, failing which the instruction will be deemed not given or not accepted. The Commissionee will at all times be entitled to refuse to carry out an insurance instruction for weighty reasons.

Article 10.3

Notwithstanding the provisions of Article 4.3, acceptance or refusal of the risk to be insured will be effected by the insurer. The Commissionee will have no voice in that matter.

ARTICLE 11 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY**Article 11.1**

No rights or licences under any Contract have been granted to the Commissioning Party pursuant to a patent, trademark, copyright, registered design or other intellectual property right other than the right to use and resell Services and/or Goods.

Article 11.2

All documents provided by the Commissionee to the Commissioning Party at any time that contain texts, designs, specifications or drawings and all designs and methods for rendering Services and/or manufacturing Goods are confidential and their ownership rests with the Commissionee; the Commissioning Party, its employees, clerks and authorised agents shall refrain from copying, reproducing or divulging them to third parties without the Commissionee's prior written consent.

Article 11.3

The proprietary rights to and copyright on all documents referred to in Article 11.2 above will remain vested in the Commissionee and those documents, together with all digital and other copies, shall be returned to the Commissionee immediately upon request at the Commissioning Party's risk and expense.

Article 11.4

The Commissioning Party will fully indemnify the Commissionee against any other losses, costs and costs or expenses charged that the Commissioning Party incurs as a consequence of any breach of confidentiality or other infringement of the Commissionee's intellectual property rights by the Commissioning Party, regardless of how that breach or infringement occurs.

ARTICLE 12 - E-BUSINESS**Article 12.1**

Although the Commissionee has exercised the utmost care in building the Website, it does not guarantee the accuracy of the information on the Website. The Commissionee will not be liable vis-à-vis any party for any loss or damage that may ensue from the use of the information posted on the Website. Links on the Website may lead to websites that are beyond the Commissionee's control. The Commissionee disclaims any responsibility or liability for content on websites beyond its control.

Article 12.2

The Commissionee will at all times reserve the right to suspend, supplement, amend, remove or otherwise modify the Website, without any notice to any party being required.

Article 12.3

The Commissioning Party is granted permission to print or copy portions of the Website, provided that it will do so only for its own, non-commercial use.

Article 12.4

Those who choose to access the Website or purchase Services and/or Goods from other locations will be responsible for observing local laws if and insofar as applicable.

Article 12.5

All Assignments issued through the Website and/or by e-mail will be subject to acceptance of these Conditions. The Conditions shall be accepted in writing by post or by fax by a person authorised to represent the Commissioning Party.

Article 12.6

If, within the framework of the performance of the Services, Assignments or the Contract, data and information are exchanged by electronic means, the Commissioning Party will guarantee that the systems it uses are compatible with the Commissionee's systems. In addition, the Commissioning Party will follow all of the Commissionee's instructions with respect to the exchange of data and information by electronic means. If it turns out that the Commissioning Party's system is incompatible with the Commissionee's system and/or the Commissioning Party fails to follow the Commissionee's instructions, the Commissionee will not be liable for any ensuing costs or damage.

Article 12.7

If data are exchanged by electronic means, in the event of a dispute the parties will not contest the admissibility of electronic messages as documentary evidence. In addition, electronic messages will have the same evidential value as documents.

ARTICLE 13 - TRANSPORT

Article 13.1

In the context of cross-border transport work, loading and unloading work is not included in the transport.

Article 13.2

In the context of domestic transport work, loading and unloading work is not included in the transport and the Commissionee will not be liable, unless agreed otherwise. In that case, the Commissioning Party will indemnify the Commissionee against any claims of whatever nature brought by third parties.

Article 13.3

If the loading and unloading work is included in the transport, the Commissionee's liability with respect to the work will be equal to the transport liability pursuant to the Dutch General Transport Conditions of 2002 [*Algemene Vervoerscondities 2002*], except insofar as that is contrary to Articles 9 and 10 of these Conditions.

Article 13.4

If the Commissioning Party presents any containers, trailers, tanks or other vehicles with contents for transport that have not been loaded by the Commissionee, the Commissionee will not be liable for damage caused by the manner of loading. If the Commissioning Party presents Goods for transport that have been loaded and/or palletised in a container and/or packaged in such a manner that they cannot be inspected for number of items and/or contents, the Commissionee will not be bound by the number and/or contents as stated by the Commissioning Party and/or indicated in the waybill.

Article 13.5

If it is impossible for the Commissionee to inspect the loading and/or if an inspection will considerably delay the transport – to be determined at the Commissionee's discretion – the Commissionee will not be bound by the number of items and/or condition of the shipment and/or contents as stated by the Commissioning Party and/or indicated in the waybill.

Article 13.6

The Commissioning Party will never load vehicles or have them loaded with more than their maximum load capacity permitted by law. The Commissioning Party will indemnify the Commissionee with respect to the consequences of and/or damage caused by overloading if that fact ensues from or as a result of the Commissioning Party's conduct, all of the foregoing – insofar as relevant – contrary to the Dutch General Transport Conditions of 2002 [*Algemene Vervoerscondities 2002*].

ARTICLE 14 - CUSTOMS

Article 14.1

Customs formalities will be arranged and handled by the Commissionee only upon written confirmation to that effect by the Commissionee, unless agreed otherwise.

Article 14.2

If the Commissionee handles customs formalities, it will do so at the Commissioning Party's risk and expense. The Commissionee will be liable for costs and damage ensuing from incorrect handling of customs formalities only if the Commissioning Party demonstrates that an intentional act or omission or gross negligence on the Commissionee's part is involved.

Article 14.3

The Commissioning Party will at all times indemnify the Commissionee against claims brought against the Commissioning Party by the government on account of customs duties, taxes, levies, penalties, excise duties etc. on Goods and Services with respect to which the Commissioning Party has commissioned the Commissionee to arrange the customs formalities, unless the Commissioning Party demonstrates that an intentional act or omission or gross negligence is involved.

Article 14.4

At the Commissionee's first request, the Commissioning Party will provide the security required by the Commissionee, at the Commissionee's discretion, in the form, for the duration and for the amount stipulated by the Commissionee, for all activities related to customs formalities and/or other forms of tax representation. If the Commissioning Party does not provide the required security or does not do so in a timely manner, the Commissionee will be entitled to discontinue or terminate its activities with immediate effect without incurring any liability.

Article 14.5

The customs formalities referred to in Article 14 will also be governed by the Dutch Forwarding Conditions, general conditions of the FENEX [*FENEX condities*] referred to in Article 1.3.

ARTICLE 15 - LEASING

Machinery, materials, equipment, tanks and other containers, trailers, lorries and other movables will be leased under the following conditions:

1. The leased item will be put at the Commissioning Party's disposal in 'as is' condition on the effective date of the Contract. The leased item will be deemed to have been delivered and accepted in the condition that the Commissioning Party may expect of a well-maintained item of the type to which the lease pertains, free from defects.
2. On taking delivery of the leased items, the Commissioning Party shall inspect those items for faults and defects. If on taking delivery the Commissioning Party does not make any written remarks or objections in respect of the condition of the items or possible defects, it will be deemed to have taken delivery of those items in good condition and without defects.
3. The Commissionee will be required to notify the Commissioning Party of defects of which it is aware only if it knows that those defects affect the fitness of the items in question. The Commissionee will not be liable for the consequences of defects of which it was not aware or that it was not required to be aware of upon entering into the lease.
4. The Commissioning Party shall take appropriate measures in a timely manner to prevent and limit damage to the leased item and will notify the Commissionee immediately if such damage occurs or threatens to occur.
5. The Commissioning Party will be liable vis-à-vis the Commissionee for all damage to and losses in respect of the leased item, unless the Commissioning Party proves that it, its employees and persons for whom it is liable cannot be blamed or that it is not guilty of any negligence in that respect.
6. The Commissionee will never be liable for damage inflicted on the Commissioning Party or third parties personally or on their Goods as a consequence of the use of or defects in the leased item, howsoever caused, other than due to an intentional act or omission or gross negligence on the Commissionee's part or due to defects of which the Commissionee was aware upon entering into the lease. The Commissioning Party will indemnify the Commissionee against claims brought by third parties in that respect.
7. The Commissioning Party will not be entitled to any lease price reduction, setoff and/or suspension of any payment obligation or other obligation or to dissolution of the lease in the event of impaired enjoyment due to defects of which the Commissionee was not aware upon entering into the lease.
8. The Commissioning Party may not turn the leased item over to third parties other than employees in its service, or lease, pledge and/or transfer it or otherwise make it available under any title.
9. The Commissioning Party shall obtain any necessary licences for the use of the leased item. If any necessary licence is lacking, the Commissioning Party will indemnify the Commissionee against additional assessments and/or claims (including claims for compensation) ensuing from the absence of those licences.
10. The Commissioning Party shall use the leased item itself in the appropriate manner for the entire duration of the lease as a diligent lessee and shall fully comply with the Commissionee's instructions.
11. The Commissioning Party shall pay the lease price in a timely manner, with due observance of the due date to be agreed and stated in the relevant invoices.
12. If the Commissioning Party defaults in paying the lease price payable to the Commissionee in full and in a timely manner and/or in performing any other obligation under the lease, the Commissionee will be entitled to remove the leased item from the Commissioning Party's control, without any notice of default being required, and the Commissioning Party hereby grants the Commissionee the right to enter its site and business premises for that purpose. The related costs will be for the Commissioning Party's account.
13. Upon termination of the lease, the Commissioning Party shall return the leased item to the Commissionee in good condition without any defects. On demand, the Commissioning Party shall reimburse the Commissionee for all damage to the leased item and every decrease in value.

ARTICLE 16 - APPLICABLE LAW AND DISPUTES

Article 16.1

Pursuant to these Conditions, all Contracts and legal relationships will be governed by and construed in accordance with Dutch law. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded from application.

Article 16.2

Contrary to the relevant provisions of the Regulations, all disputes with respect to the validity, interpretation or performance of a Contract or subsequent related contracts will be submitted to the competent court in Rotterdam, the Netherlands.