

ECAT FOUNDATION

GENERAL TERMS OF DELIVERY AND SERVICES

FROM:

Stichting ECAT

Dobbeweg 1

2254 AG Voorschoten

Registration number of the Chamber of Commerce: 41174102

Below to be referred to as: ECAT

Article 1 Definitions

1. For the purposes of these General Terms the following expressions are used in the meaning attributed to them below, unless the contrary has explicitly been stated:

ECAT: the party using these General Terms.

Co-contracting party: the (potential) customer of services offered by ECAT.

Agreement: the agreement for delivery and/or services.

Programme: The combination of services offered by ECAT to Co-contracting parties in a specified Programme year with respect to statistically comparative research into the medical laboratory determinations or methods for such determinations, used by such Co-contracting parties.

Programme year: The calendar year for which the Programme is applicable, regardless of when the agreement was entered into.

Article 2 General provisions

1. These General Terms shall apply to each quotation, (future) offer and/or agreement and other legal relationships between ECAT and a Co-contracting party, insofar as no terms deviating from these Terms have explicitly been set forth in writing by the parties. Terms, if any, in deviation of these General Terms shall be applicable only if and insofar as they have explicitly been set forth in writing.
These Terms shall also apply to any agreements with ECAT with respect to the performance of which third parties must be involved. Third parties that are involved by ECAT in the execution of the agreement can also appeal to these general terms and conditions.
2. The applicability of the Co-contracting party's general terms, if any, is explicitly rejected. The Cocontracting party's general terms shall be applicable only if and insofar as such applicability has explicitly been agreed in writing, on the understanding that, in case of conflict between applicable terms, the present General Terms shall be given preference.
3. Where one or more provisions of these General Terms would be null and void or voidable, the remaining provisions shall remain in full force and effect. ECAT and the Co-contracting party shall then enter into consultation in order to agree on new provisions to replace the voidable or void

provisions, whereby purport and purpose of the original provision shall in as much as possible be observed.

Article 3 Quotations and offers

1. Any and all quotations or offers, in whatever form made in the name of ECAT, shall be without engagement, unconditionally free of obligation and revocable, and do not bind ECAT, has a validity of 30 days, unless explicitly stated otherwise.
2. Times of delivery stated in quotations and offers made by ECAT shall be an indication only and, in the event they are exceeded, do not entitle the Co-contracting party to dissolution or damages, unless explicitly agreed otherwise.
3. The prices stated in said quotations and offers shall be exclusive of Dutch VAT and other government levies, and of any costs to be incurred within the scope of the Agreement, including forwarding and administration charges, unless explicitly stated otherwise. The fee, prices and cost estimates, if any, shall be exclusive of Dutch VAT and any other levies, and of costs, if any, to be incurred under the Agreement, including forwarding costs, delivery costs and administration costs, unless indicated otherwise.
4. Standard documentation, such as, inter alia, descriptions, programmes and manuals, shall be provided at no cost, unless explicitly stated otherwise.
5. Each offer can only be accepted once and therefore does not apply to a subsequent order, unless otherwise stipulated.
6. Obvious mistakes and errors in the offer are not binding towards ECAT.
7. A composite quotation does not oblige ECAT to perform part of the order at a corresponding part of the quoted price.
8. All statements of ECAT of numbers, sizes, weights, color, duration, length and other specifications of the goods and/or services to be delivered displayed in the offers, designs, samples, drawings, images, photographs or models shown or provided are only indications. A slight deviation from this in the delivered goods and/or services shall not lead to a shortcoming in the fulfilment of the agreement on the part of ECAT.

Article 4 Conclusion and term of the Agreement

1. An Agreement between ECAT and the Co-contracting party shall, except for alteration/renewal on the basis of the provisions set forth below in this Article, be concluded on the date that ECAT confirms in writing, by post, fax or e-mail to such Co-contracting party the receipt from the Co-contracting party of a form or order form used by ECAT for such purpose.
2. Where the Agreement is intended for participation in a Programme organized by ECAT, the Agreement shall apply, unless explicitly stated otherwise, for the duration of the remaining Programme year. The Agreement shall terminate by operation of law at the end of the specified period, without prejudicing the provisions set forth in the next paragraph.
3. Co-contracting party has until four weeks before the entry into the new calendar year to make changes. For example, but not limited to, amending or terminating the agreement. If the Co-

contracting party does not communicate this change in time, ECAT assumes that the Co-contracting party wishes to continue the same agreement as the previous calendar year. ECAT will send an invoice in this case. ECAT assesses this according to the new programs and conditions.

4. ECAT shall be at liberty to alter the Programme as of the commencement of each Programme year or to cancel one or more parts, if and insofar as urgent economic, operational, medical and/or scientific reasons or laws and regulations should give rise thereto.

Article 5 Alteration of the Agreement

1. If it should appear during the performance of the Agreement that the proper performance thereof requires alteration of or addition to the work to be performed, the parties shall alter the Agreement accordingly in good time and in mutual consultation.
2. Where the parties agree that the Agreement is altered or supplemented, the date of completion of the performance may be affected. ECAT shall inform the Co-contracting party hereof as soon as possible.

Article 6 Performance of the Agreement

1. ECAT shall perform the Agreement to the best of its knowledge and ability and in compliance with the requirements of proper craftsmanship, on the basis of the then current state-of-the-art. The Co-contracting party acknowledges ECAT's freedom in performing the contract insofar as no specific features, functions or wishes of the Co-contracting party have been agreed. All ECAT's services are performed on the basis of an obligation of effort. ECAT has the right to carry out anything not explicitly described in the order at its own technical and creative discretion.
2. If and insofar the proper performance of the Agreement would so require, ECAT has the right to have third parties carry out certain work. Art. 7:404 of the Dutch Civil Code is expressly excluded in the agreement.
3. The Co-contracting party shall ensure that any and all data indicated by ECAT as being required or with respect to which the Co-contracting party should reasonably understand that they are required for the performance of the Agreement be submitted to ECAT in good time. If data required for the performance of the Agreement are not provided to ECAT in good time ECAT has the right to suspend performance of the agreement and/or to charge the additional costs resulting from the delay to the Contracting party at the usual rates.
4. ECAT shall not be liable for any damage of whatever nature consequent upon ECAT's proceeding from incorrect and/or incomplete data provided by the Co-contracting party.
5. ECAT shall exclusively provide the research results obtained within the scope of the Agreement for participation in a Programme offered by ECAT in figures and they comprise, unless explicitly indicated otherwise, no qualitative assessment in subjective terms such as good, bad or mediocre. The research results may be sent by ECAT to the Co-contracting party by post, fax or through the Internet or e-mail.
6. If a defect in a substantial part of samples, material and the like sent within the scope of a certain Programme or part thereof should cause the results of a Programme or part thereof to be

unobtainable or useless, ECAT has the right, without the Co-contracting party being entitled to damages, to send within one month after the discovery of the defect new samples, material and the like, so that the results may be obtained as yet.

7. At its request, the Co-contracting party that has participated in a Programme will be provided with a certificate of participation at no cost. The certificate shall not contain any qualitative assessment. The Co-contracting party is deemed to be able to explain the research results to third parties itself.
8. ECAT will try to fulfil the agreement within the indicated/estimated period of time. This period is not fatal, which means that the Co-contracting party must always declare ECAT to be in default, whereby a considerable and reasonable period of time for compliance must be given before the Co-contracting party is entitled to a remedy/right.
9. The Co-contracting party shall indemnify ECAT against any claims from third parties that would suffer damage in connection with the performance of the Agreement, which damage is attributable to the Co-contracting party.
10. ECAT reserves the right to change the layout the website/account (incl. user options etc) at any time and at its own discretion without the Co-contracting party being entitled to compensation or refund of (part of) the price.
11. ECAT makes every effort to publish the website(s) or company accounts/profiles and the results published therein throughout the agreement. However, ECAT does not guarantee uninterrupted, fault-free and/or error-free publication or that the website(s)/account will be accessible at all times. ECAT is entitled, without prior notice, to put the website(s) or company accounts/profiles (temporarily) out of use and/or to restrict their use if, in its reasonable opinion, this is necessary, e.g. as part of the necessary maintenance of the website or systems.
12. If, in ECAT's judgement, a danger arises for the functioning of ECAT's computer systems or network or third parties and/or ECAT's deliveries are hampered or prevented by, but not limited to, failures or breakdowns of the internet, the telecommunications infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, domestic disturbances, mobilisation, war, traffic jams strike, exclusion, business disturbances, stagnation in supply, fire, flood, import and export impediments, epidemics, pandemics, government measures, all ECAT's obligations shall be suspended and ECAT is entitled to take all measures it reasonably considers necessary to avert or prevent this danger/prevention, without the Co-contracting party having any right to compensation. If fulfilment due to force majeure is impossible for more than one month or there are other circumstances which make it disproportionately burdensome for ECAT to fulfil its obligations, ECAT is entitled to rescind the contract in whole or in part by notification to the Co-contracting party and without judicial intervention, without there being any obligation in that case to pay compensation.
13. The Co-contracting party guarantees that digitally supplied material does not infringe on the rights of third parties, is safe and does not contain viruses or other harmful content that could in any way damage the computer systems, computer programs of ECAT and/or third parties.
14. ECAT has the right, if and in so far as required for the proper execution of the agreement, or if this follows from the nature of the agreement, to order third parties to supply products or services on

behalf of and for the account of the Co-contracting party. If ECAT draws up a budget for the costs of third parties to be engaged, this budget is only indicative and no rights can be derived from it.

15. ECAT is at all times entitled to fulfil the agreement in partial deliveries/phases.
16. At a moment after allotment, the website(s) or company accounts/profiles and the results published results may no longer be displayed or no longer function optimally due to external circumstances, such as, for example, in the event that the network operator no longer supports the service, the supplier of the software goes bankrupt or software is no longer developed/supported. ECAT is in no way responsible for (the storage of) goods already delivered and/or stored data/files on data carriers. the Co-contracting party must make and keep a back-up of this himself. ECAT intends the results to be visible in the account of the Co-contracting party for 2 years, but at most until the end of the agreement.
17. Co-contracting party shall give ECAT the opportunity to comply with the agreement. Co-contracting party promises to provide the cooperation required for the execution of the agreement by ECAT.
18. The test results must be forwarded to ECAT before the agreed date. If this is not done in time, the Co-contracting party cannot participate in the results.
19. Co-contracting party shall examine whether ECAT's Services and Products and/or Co-contracting parties resulting products or services meet all requirements of applicable laws and regulations within the contract area and shall immediately notify ECAT if any do not. Co-contracting party shall always be responsible for its own use and (onward) deliveries that they comply with local laws and regulations and are free from damage and defects and shall indemnify ECAT if it fails to comply with this provision.

Article 7 Research, complaints

1. The Co-contracting party shall be obliged to inspect or cause to be inspected any items made available or delivered to the Co-contracting party within the scope of the Agreement, and the work completed, including the results of research, at the time of completion or delivery, but at any rate within three working days. Whilst doing so, the Co-contracting party must inspect whether the quality and quantity of the things completed and/or delivered are in compliance with the Agreement or satisfy the requirements applicable as standard business practice. Any complaints about work carried out under the Agreement shall be reported to ECAT in writing by the Co-contracting party within 5 working days after discovery, but by no later than within three weeks after the relevant work was completed. In the case of a report, ECAT applies a six-week complaint period.
2. The notice of default shall describe the failure as accurately as possible, so that ECAT will be able to respond adequately. In case of late notification, any and all claims of the Co-contracting party on account of any failure in the performance of the Agreement shall lapse.
3. If a complaint that has been lodged in due time and in writing is justified, ECAT shall properly perform the Agreement as yet, unless it is a matter of circumstances beyond ECAT's control, or performance has meanwhile demonstrably become meaningless with respect to the Co-

contracting party. The latter circumstances shall be notified by the Co-contracting party in writing. Only if that is not sufficient to remedy the defect effectively, the Co-contracting party has the right to dissolve the agreement whereby the Co-contracting party shall bear the costs of returning the delivered goods. The above applies without the Co-contracting party being entitled to any compensation.

Article 8 Fee, prices

1. Invoicing shall take place per program year in advance. ECAT is authorized to invoice in advance (per Programme Year) immediately after the conclusion of the agreement. ECAT is also authorized to invoice at a later date.
2. This agreement has been concluded by mutual consent. By concluding the agreement, the parties consider the agreed prices and amounts to be reasonable and fair.
3. If the Agreement covers participation of one Programme year in a Programme organized by ECAT, preliminary termination shall not be possible. Section 7:408 of the Dutch Civil Code are excluded from the agreement.
4. In all other instances, except paragraph 1 of this article, either party may give written notice of termination of the Agreement at any time whilst duly observing a notice period of at least three months.
5. If the Co-contracting party gives notice of preliminary termination of the Agreement, ECAT shall be entitled to compensation of the demonstrable loss of capacity resulting from such termination, unless facts and circumstances attributable to ECAT would be the basis of the termination. Further, the Co-contracting party shall then be under the obligation to pay the bills for work done so far. The provisional results of the work done so far shall be made available, under the usual reserve, to the Co-contracting party.
6. If ECAT's transfer of the work would entail additional costs, they shall be invoiced to the Co-contracting party.
7. The fee paid by the Co-contracting party to ECAT consists of a fixed amount per Programme year. the Co-contracting party owes a fixed fee per year, regardless of how long that Programme year lasts. The program year ends at the end of the calendar year.

Article 9 Payment

1. Payment shall be made within six weeks after the date of invoice in a way indicated by ECAT in the currency in which the amount is charged. Objections against the amounts of the invoice do not suspend the payment obligations.
2. Where the Co-contracting party fails to make payment within the agreed period, the Co-contracting party shall be in default. The Co-contracting party shall then owe an interest of 1% per month, unless the statutory interest would be higher, in which case the statutory interest shall apply. The interest on the amount due shall be calculated as of the date on which the Co-contracting party is in default up to the date of payment of the full amount.

3. In the event of the Co-contracting party's liquidation, bankruptcy, seizure or suspension of payment, the Co-contracting party's debts payable to ECAT shall be due for immediate payment.
4. ECAT shall have the right to use payments made by the Co-contracting party in first instance to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and accrued interest. Without breaching the contract, ECAT may refuse an offer for payment if the Co-contracting party indicates another attribution order. ECAT may refuse full payment of the principal sum, if no simultaneous payment is made of the interest due and accrued, as well as of the costs.
5. Any complaints relating to invoices shall be reported to ECAT in writing within one week after the date of the relevant invoice. After expiry of said period of time, the correctness of the invoices is regarded as having been accepted by the Co-contracting party.
6. Without the express written consent of ECAT, Co-Contracting party is not permitted to set off and/or suspend and/or withhold its payment obligations, therefore Co-Contracting party cannot claim any right of retention.

Article 10 Collecting costs

1. If the agreed term of payment is exceeded, ECAT shall immediately be entitled to charge the Co-contracting party default interest of 1% of the principal sum per month as well as an amount - not subject to mitigation - for extrajudicial collection costs. The latter costs amount to 15% of the principal sum due with a minimum amount of EUR. 150,- excluding VAT.
2. If ECAT has incurred higher costs, which were necessary within reason, they shall also qualify for reimbursement.
3. Any reasonable legal and foreclosure costs incurred shall also be payable by the Co-contracting party.

Article 11 Transport and transfer of risk

1. Delivery of items shall always be effected Ex Works (Incoterms 2020). If ECAT takes care of the delivery (for risk and account of Co-contracting party), Co-contracting party must provide a delivery address where ECAT can deliver the items (or have them delivered).
2. The risk of loss of or damage to items delivered to the Co-contracting party under the Agreement or made available to the Co-contracting party under the Agreement, as well as any liability for damage resulting from defects in those items and the risk of realization of hazards inherent to such items shall pass on to the Co-contracting party at the time of delivery or making available, de jure and/or de facto, of these items and thus have been brought within the Co-contracting party's power or within the power of a third party to be designated by the Co-contracting party. The risk of loss, damage and/or destruction is borne by Co-contracting party of the moment the items went on transport for the first time.

Article 12 Permits, licences and the like

1. The Co-contracting party shall ensure that all required permits, concessions, licences, permissions and the like required for ECAT's fulfilment of its obligations under the Agreement are obtained.

2. The lack of any permit, concession, licence, permission and the like as referred to in the previous paragraph, shall be regarded as a failure attributable to the Co-contracting party and such lack shall not release the Co-contracting party from its obligations vis-à-vis ECAT, nor justify the Co-contracting party's invoking of a right to suspend performance or of force majeure.

Article 13 Liability

1. Although ECAT conducts thorough tests of the samples, material and the like to be delivered or made available to the Co-contracting party under the Agreement for the presence of infections such as hepatitis and HIV, the Co-contracting party is explicitly notified of the fact that infections cannot be excluded, so that any items made available or delivered by ECAT, including test material, must be treated with all required precautions, this with a view to possible contamination by micro-organisms. The Co-contracting party shall treat the material delivered or made available by ECAT as patient material.
2. If ECAT (regardless of the provisions/agreements in the agreement (including these general terms and conditions)) would be liable, such liability is restricted to the things set forth in this provision.
3. Under no circumstance shall ECAT be liable for damage that is directly or indirectly caused by the inexpert or careless use by or in the name of the Co-contracting party of items made available or delivered by ECAT to the Co-contracting party, including the research results, or the use thereof for any other purpose than the purpose for which such items may reasonably be considered suitable or for any other purpose than the purpose for which such items may be suitable according to objective criteria or for another purpose than the purpose ECAT could reasonable rely on that such items would be used for.
4. If ECAT is liable for direct damage, such liability is restricted to at most the amount of the payment to be made to ECAT by its insurer or - if there is no insurance to which a claim can be made - to four times the invoice amount, or four times the invoice amount relating to such part of the Agreement to which the liability relates. ECAT's liability for direct damage shall at all times be limited to a maximum sum of € 20,000.00 (twenty thousand Euros).
5. Contrary to the provisions set forth in paragraph 4 of this Article, the liability under Agreements with a term in excess of six month shall further be limited to such part of the fee or price that is payable in respect of the last six months.
6. Direct damage shall be understood to mean:
 - the reasonable expenses incurred to establish the cause and extent of the damage, insofar as such establishment is related to damage within the meaning of these Terms;
 - the reasonable expenses, if any, incurred to cause ECAT's faulty performance to be in compliance with the Agreement, unless such faulty performance is not attributable to ECAT;
 - the reasonable expenses incurred for preventing or limiting the damage, insofar as the Cocontracting party proves that such expenses did result in limiting the direct damage as referred to in these General Terms.
7. ECAT shall never be liable for physical damage or indirect damage, including consequential damage, loss of profit, lost savings and loss on account of operational standstill.

8. Limitations of liability for direct damage as set forth in these Terms shall not be applicable if the damage is attributable to intent or gross negligence of ECAT or its subordinates.

Article 14 Indemnity

1. The Co-contracting party shall indemnify ECAT against third party claims on account of intellectual property rights to material or data provided by the Co-contracting party, which are used in the performance of the Agreement.
2. If the Co-contracting party should provide information carriers, electronic files or software etc. to ECAT, the former shall warrant that such information carriers, electronic files or software is free from viruses and defects.
3. The Co-contracting party shall indemnify ECAT against third party claims with respect to damage inflicted directly or indirectly due to the lack of permits, concessions, licences, permissions and the like referred to in Article 12.

Article 15 Force majeure

1. The parties shall not be obliged to fulfil any obligation, if they are prevented from doing so due to circumstances that are not attributable to their fault, and for which they are not responsible, neither under the law, a legal transaction or common opinion.
2. For the purposes of these General Terms, force majeure is understood to mean, in addition to the definitions under the law and case law, any external cause, whether or not anticipated, which is beyond ECAT's control, but due to which ECAT is unable to fulfil its obligations. Industrial actions within ECAT's business and non-availability or late availability of raw material required within the scope of the Agreement are included in such circumstances of force majeure.
3. ECAT shall also have the right to invoke force majeure if the circumstances that prevent performance or further performance occur after ECAT would have had to fulfil its obligations.
4. During the period the circumstances of force majeure continue, the parties may suspend the obligations under the Agreement. Where this period lasts longer than two months, either party shall have the right to dissolve the Agreement, without being obliged to pay damages to the other party.
5. Insofar as ECAT had already fulfilled part of its obligations under the Agreement at the time the circumstances of force majeure occurred or will be able to fulfil the same, and an independent value may be attached to such part fulfilled or to be fulfilled, ECAT shall have the right to invoice the part fulfilled or to be fulfilled separately. The Co-contracting party shall be obliged to pay this invoice as if it were a separate agreement.
6. Where ECAT is, due to force majeure, prevented from fulfilling its obligations with respect to one or more of its Co-contracting parties, but not from fulfilling its obligations with respect to all its Cocontracting parties, ECAT shall be entitled to decide, at its discretion, which of the obligations and vis-à-vis which Co-contracting parties ECAT shall perform, and the order in which such performance is effected.

Article 16 Suspension and dissolution

1. ECAT shall have the right to suspend the fulfilment of its obligations or to dissolve the Agreement, if:
 - the Co-contracting party fails to fulfil any obligation under the Agreement or fails to fulfil one in full.
 - ECAT has become aware, after conclusion of the Agreement, of facts and circumstances that give ECAT good reason to fear that the Co-contracting party will fail to fulfil its obligations. In the event there is good reason to fear that the Co-contracting party will fulfil its obligations only in part or improperly, such suspension shall be allowed only insofar as the failure justifies it.
 - upon the conclusion of the Agreement, the Co-contracting party has been requested to provide security for the fulfilment of its obligations under the Agreement and such security is not provided or is inadequate.
2. Further ECAT shall have power to dissolve the Agreement or have it dissolved if circumstances occur that are of such nature that performance of the Agreement cannot or no longer be demanded according to the criteria of reasonableness and fairness, or if otherwise circumstances occur due to which the unaltered force and effect of the Agreement cannot reasonably be required.
3. Further ECAT has the right to dissolve the agreement with Co-contracting party with immediate effect for the future by means of a written notification without (further) prior notice of default if:
 - a) Co-contracting party ceases or otherwise liquidates all or part of its business operations and/or substantially modifies its business operations or transfers them to a third party without the prior written consent of ECAT;
 - b) Co-contracting party is granted (whether or not provisionally) a suspension of payments or Co-contracting party declares bankruptcy, Co-contracting party submits a request for the application of a debt rescheduling arrangement or Co-contracting party is placed under guardianship or administration;
 - c) Within two working days after acceptance of the agreement by Co-contracting party, it decides that it does not wish to carry out the assignment, for whatever reason.
4. If the Agreement is dissolved, the amounts receivable by ECAT from the Co-contracting party shall be due for immediate payment. If ECAT suspends the fulfilment of its obligations, it shall retain its rights under the law and this Agreement.
5. ECAT shall always retain the right to claim damages.

Article 17 Confidentiality

1. Either party shall be obliged to keep confidential any and all information they acquired from each other or from other sources within the scope of their agreement. Information shall be considered as confidential if it was notified by the other party or if it results from the nature of the information.
2. Any results from research conducted by ECAT within the scope of the Programme offered by ECAT that can be traced to a certain Co-contracting party shall be confidential and shall only be notified to the relevant Co-contracting party.

3. If ECAT should, on the basis of a statutory provision or court decision, be obliged to disclose confidential information to the third party designated by the law or the competent court, and ECAT cannot in such case invoke the right of non-disclosure acknowledged or allowed under the law or by the competent court, ECAT shall not be obliged to pay compensation or damages, and the Co-contracting party shall not have the right to dissolve the Agreement on the basis of any resultant damage.

Article 18 Intellectual property rights and copyrights

1. Without prejudicing any other provision set forth in these General Terms, ECAT reserves the rights and powers vested in ECAT pursuant to the intellectual property right.
2. The Co-contracting party shall not be permitted to modify the items or information delivered or made available, unless the nature of the items or information delivered or made available should require otherwise or unless agreed otherwise.
3. Any designs, sketches, drawings, films, software or other material or files, whether electronic or otherwise, made by ECAT within the scope of the Agreement shall remain the property of ECAT, irrespective of whether they were handed over to the Co-contracting party or to third parties, unless agreed otherwise.
4. All documents provided by ECAT such as reports, advice, agreements, designs, sketches, drawings, films, software etc. are intended to be used exclusively by the co-contractor. Documents provided by ECAT may be used externally, unless otherwise agreed, only with mention of ECAT's source.
5. ECAT reserves the right to use the know-how acquired due to the carrying out of the work for other purposes, insofar as no confidential information is disclosed to third parties.
6. The trademarks, images, logos and photographs used and displayed on the website and goods of ECAT are registered or unregistered trademarks of ECAT or third parties and may not be used commercially without the prior consent of the owner of those trademarks.

Article 19 Choice of court, choice of law and transfer of rights

1. ECAT is authorized to transfer its rights and obligations under this agreement to third parties. the Co-contracting party is only authorised to transfer its rights and obligations to a third party with the written consent of ECAT.
2. This - and other agreement(s) concluded between the parties - is exclusively governed by Dutch law, with the express exception of the Vienna Sales Convention. Should an obligation arise between the parties in the future, other than as a result of an agreement, then that obligation shall also be governed by Dutch law.
3. In the event of a dispute arising from the agreement between the parties, the exclusive and absolutely competent court is the court in the district where ECAT has its registered office. In the event that a dispute arises between the parties regarding non-contractual obligations, the exclusive and absolutely competent court shall also be the court in the district where ECAT has its registered office.

Article 20 Amendment and location of the Terms

1. These Terms have been filed at the offices of the Chamber of Commerce at Rotterdam under number 41174102
2. Where at a certain point in time versions of these General Terms in more than one language have been filed, the text of the Dutch version shall prevail in the event of a dispute about the interpretation of the General Terms.

The most recent version filed or the version applicable at the time the Agreement was concluded shall be the version applicable.