

**GENERAL TERMS AND CONDITIONS GOVERNING SALES, SUPPLY AND PAYMENT
of the private company with limited liability,
VVCR EUROPE BV
Chamber of Commerce No. 08 16 27 29**

1 Scope of application and definitions

- 1.1 The following terms beginning with a capital letter shall bear the meaning assigned to them for the purposes of these terms and conditions:
- a. Terms and Conditions – these terms and conditions;
 - b. User – the user of these terms and conditions, namely, the private company with limited liability mentioned on the front of this stationery along with its address and Chamber of Commerce registration number;
 - c. Client: any natural person whether acting on his own behalf or for the purposes of practising a profession or trade, or operating a company, a legal entity, a general or limited partnership, or any other entity that enters or has entered into an agreement with the User, to whom or which an offer or quotation is or has been presented or supply is or has been effected by or on behalf of the User, or at whose behest or for whose benefit one or more services is or are, or has or have been provided by or on behalf of the User;
 - d. Intellectual Property – any copyright, trademark, patent or any other Intellectual Property right to any services provided or goods supplied by or on behalf of the User, title to which is held by the User or any of the latter's licensors, which is deemed to include but is not confined to any analysis, report, design, advice, sketch, documentation, manual, model, technology, tools, programme or software which is or has been used for the purposes of executing an agreement between the User and a Client.
- 1.2 Any offer, quotation, agreement, execution of such agreement, as well as any action (legal or otherwise), supply or services presented, issued, entered into, effected or provided by or on behalf of the User shall be governed by these Terms and Conditions.
- 1.3 The User explicitly precludes the potential application of general terms and conditions other than these Terms and Conditions, howsoever such other general terms and conditions may be called and in whatever form they may occur. They are deemed to include terms and conditions governing procurement and any other general terms and conditions belonging to a Client and employed by the latter. By consenting to an offer or quotation presented by or on behalf of the User, by entering into an agreement with the User, or by accepting any supply effected or services provided by or on behalf of the User, the Client concerned shall be deemed to consent unconditionally to these Terms and Conditions and to the preclusion of the potential application of any general terms and conditions other than those referred to in this Article.
- 1.4 Any conflicting clauses shall only apply, if the User and a Client agree to same in writing and then only in respect of the agreement in relation to which the aforementioned clauses are agreed. For the rest these Terms and Conditions shall continue to apply.

2 Offers

- 2.1 Any offer presented by or on the User's behalf in any form whatsoever shall be free of obligation and shall not be binding on the User except if and in so far as the latter stipulates or the parties agree otherwise in writing.
- 2.2 Although any price list, brochure, catalogue, leaflet or other information provided by or on behalf of the User together with an offer will have been prepared as carefully as possible, it shall nevertheless only be binding on the User to the extent that the latter explicitly confirms this in writing. Unless

otherwise agreed the User shall not have a duty to provide detailed information.

- 2.3 Where a Client consents to an offer or a quotation presented by or on behalf of the User in a manner which differs from such offer or quotation, this shall be deemed to constitute a rejection of that offer or quotation and the presentation of a new offer, which shall not be binding on the User. Contrary to the provisions of Section 225(2) of the Civil Code, Vol. 6, this shall also apply where such consent differs from the User's offer in respect of any secondary points.

3 Conclusion and substance of agreement

- 3.1 With the exception of what is stipulated in Clause (2) of this article, an agreement shall only be concluded with the User, after the latter consents to or confirms an order or engagement in writing. Such written consent or confirmation shall be deemed to constitute a true and comprehensive record of the agreement concerned.
- 3.2 In the event that an offer or quotation is not free of obligation in the light of the provisions of Article 2 of these Terms and Conditions and a binding offer deadline is stipulated, the relevant agreement shall be concluded if the Client concerned consents to such offer or quotation on time and in a manner which is legally valid. In this case such consent to an offer or quotation shall be deemed to constitute a true and comprehensive record of that agreement.
- 3.3 Any supplementary arrangements that are made or any amendment of an agreement, as well as any arrangements made and/or undertaking given (verbally or otherwise) by the User's staff or on behalf of the User, shall only be binding on the User, if the latter (or any authorised representative of the User) confirms or ratifies same in writing.
- 3.4 An engagement or order may only be altered and/or terminated in part or in full by a Client or at the latter's request with the User's prior written consent and subject to the condition that the Client pays for all of the work which has been carried out by or on behalf of the User. In the event of such alteration and/or partial termination at a Client's request the User shall be entitled to charge that Client for any costs (additional or otherwise) associated with this, and to stipulate a new delivery time.
- 3.5 The following shall apply by way of a supplement to the foregoing clause. The User has taken out cancellation insurance for Clients who are private individuals. In the event that a private individual Client declines such cancellation insurance, he may only effect cancellation in writing. Cancellation up to one (1) month prior to the agreed training date shall cost EUR 40.00 plus VAT. Where cancellation is effected less than one (1) month prior to the agreed training date, the relevant Client shall be liable for all of the course fees for each trainee. A training date that has been booked may be cancelled up to two (2) months beforehand free of charge. In the event that any change is made until one (1) month prior to a training date, EUR 20.00 (plus VAT) shall be charged. A training date which has been booked may not be altered less than one (1) month prior to it.
- 3.6 The User shall only enter into any agreement subject to the suspensive condition that the Client appears to be sufficiently creditworthy – such to be determined within reason at the User's discretion– to ensure compliance with the financial aspects of the relevant agreement.
- 3.7 Upon or after the conclusion of an agreement and before effecting performance (or further performance), the User shall be entitled to require the relevant Client to tender security for compliance with his duty to effect payment and any other obligations.
- 3.8 The User shall have the power to engage any other party for the purposes of executing an agreement. The costs involved shall be passed on to the Client concerned in accordance with the relevant quotation provided. The User shall consult the Client in this respect in so far as it is possible to do so.
- 3.9 The risk pertaining to the loss of or damage to any item which is the subject of an agreement shall pass to the Client concerned at such time as it is placed at the *de facto* disposal of that Client or any aide employed by the latter.
- 3.10 The User shall retain ownership to any goods supplied to a Client until all of the sums which the latter

owes for any goods supplied or to be supplied or work carried out or to be carried out pursuant to the relevant agreement have been paid to the User. Any right shall only be granted or assigned to a Client as the case may be subject to the condition that the Client concerned pays the fee agreed for same in full and on time.

4 Prices

- 4.1 Every quotation shall be free of obligation unless otherwise agreed in writing.
- 4.2 Unless explicitly agreed otherwise, the User's prices shall be stated in euros exclusive of VAT.

5 Deadlines

- 5.1 Except if and in so far as may otherwise be agreed in writing any deadline stipulated (for supply or otherwise) by or on behalf of the User in relation to an offer, quotation, confirmation of order or an agreement shall not be deemed to be material. Any deadline cited (for supply or otherwise) by the User shall be deemed to have been decided on to the best of the latter's knowledge based on the information available when the relevant work was offered to the Client concerned, and it shall be met as far as possible. Nonetheless, the mere failure to meet a stipulated deadline (for supply or otherwise) shall not entail that the User is in default. The User shall only be in default, once he is given notice to this effect by means of a written reminder stipulating a reasonable period for compliance and such compliance is not forthcoming within this period. The User shall not be bound by any deadline (for supply or otherwise), which it is no longer possible to meet due to circumstances beyond his control.
- 5.2 Subject to what is stipulated in Clause (1) of this article, the User shall have a duty to observe any stipulated delivery time or deadline (for supply or otherwise) but shall under no circumstances be liable for any failure to do so and in the event of such non-observance the User shall not be required to provide any compensation for loss, except where it is occasioned by a wilful act or omission, or gross negligence on his part. Failure to observe a delivery time or deadline (for supply or otherwise) shall not entitle a Client to cancel or terminate the agreement concerned or to refuse to take the relevant goods or services, except in the case of a wilful act or omission, or gross negligence on the part of the User. In the event of an excessive failure to meet a delivery time or deadline (for supply or otherwise) the parties shall consult each other.

6 Force majeure

- 6.1 In the event that the User is prevented from fulfilling any of his obligations towards a Client due to *force majeure* and, based on a reasonable assessment by the User, the situation of *force majeure* is of a permanent or lengthy nature, the parties may make arrangements concerning the cancellation of the agreement in accordance with the law and any implications stipulated in respect thereof.
- 6.2 In the event that the User is prevented from fulfilling any of his obligations towards a Client due to *force majeure* and, based on a reasonable assessment by the User, the situation of *force majeure* is of a temporary or transient nature, the User shall be entitled to suspend the execution of the relevant agreement until the circumstances or event which is responsible for the situation of *force majeure* ceases to exist.
- 6.3 *Force majeure* shall be deemed to refer to any circumstances, cause or event wherever it may happen, occur or materialise, which temporarily or permanently renders it impossible or unreasonably inconvenient for the User to ensure appropriate, full and timely compliance with any of his obligations, and which circumstances, cause or event the User cannot reasonably be expected to prevent, which is partly beyond the User's potential control or over which the User is unable to exercise any control. The circumstances, cause or event resulting in *force majeure* shall at any rate be deemed to include fire, an explosion, a lightning strike, thawing ice, low or high tide, a tsunami, spring tide, flooding, an earthquake, any natural disaster, a storm, tornado, cyclone, snow, frost or any other weather conditions, an industrial strike, work stoppage, excessive staff absenteeism (due

to sickness or otherwise) industrial unrest, lockout, boycott, war (whether declared or not), mobilisation, siege, blockade, act of war, rioting, revolution, social unrest, any government action and/or regulations which prevent compliance with any obligation, delay or impede same in some other way, the lack of any means of transport, the impassability or inability to use any potential transport route or means of transport, any disruption or interruption affecting the supply, transmission or availability of energy, any disruption or breakdown of the performance of any public utility, any disruption or termination of the supply of raw materials, semi-finished products and/or end user products, any disruption, delay, interruption or a termination of the supply of spare or other parts and any other items, non-compliance with any obligation on the part of a debtor or any of the User's contracting partners (which is deemed to include the non-compliance with any duty to effect supply on the part of one or more other party), a technical malfunction and/or defect, any delay, the malfunction or breakdown of machinery – or repairs thereof – materials, equipment, tools and/or instruments, serious illness or sickness of an epidemic nature.

- 6.4 *Force majeure* shall also be deemed to refer to the consequences of any circumstances, cause or event referred to in Clause (3) of this article.
- 6.5 In the event that the User is prevented from fulfilling his obligations towards one or several of his Clients due to *force majeure*, but not towards all of his Clients, the User shall be entitled to use his own discretion to decide which of his obligations he will comply with, in relation to which Clients he will do so, and also the order in which this is to occur.
- 6.6 The User shall be entitled to seek payment for all performance which has already been effected by or on his behalf for the purposes of an agreement with a Client before any circumstances, cause or event resulting in *force majeure* occurred or became apparent.

7 Liability

- 7.1 Except in the case of a wilful act or omission, or gross negligence on the part of the User and/or in so far as may otherwise apply pursuant to any provision of mandatory law governing liability (product liability or otherwise), the User shall not have a duty to provide compensation for loss of any nature whatsoever suffered in respect of any movable or immovable property or any natural or legal person – which is deemed to include loss of earnings – in relation to a Client or any other party, where such loss is directly or indirectly caused by or is related to any goods supplied or services provided by or on behalf of the User. A Client shall explicitly indemnify the User against any claim or application made on the basis of or in relation to such loss. Subject to what is stipulated elsewhere in this article, the User shall at any rate not be liable for any harm or loss which is directly or indirectly caused by:
 - a. the fact that any information that is supplied by a Client and/or any which has not been sourced from the User is inaccurate or incomplete;
 - b. the infringement of any patent, utility model, trademark, designation of origin, design right, copyright or neighbouring right, right to a semi-conductor product or its topography, a right to a database or some other collection of data, or any other Intellectual Property or exclusive right, or the infringement or breach of a licence to any such right, which is directly or indirectly the result of using, applying and/or publishing or replicating any data supplied by or on behalf of a Client, such as a description, drawing, model, design and so forth;
 - c. careless conduct on the part of a Client, the latter's personnel or any other person engaged by or associated with him in relation to any goods supplied or services provided by or on behalf of the User;
 - d. the improper use of goods supplied or services provided by or on behalf of the User or their use for a purpose other than that for which it may reasonably be deemed to be suitable or be deemed to be so in accordance with objective criteria, or for a purpose other than that which the User could reasonably expect it to be used;
 - e. any defect which occurs due to a failure to ensure strict compliance with the relevant directions (for installation, use, implementation or operation) or advice provided along with any goods

- supplied or services provided by or on behalf of the User;
- f. the costs involved in recovering and replacing data. In the event that data is lost, the User's liability shall be confined to the replacement value of the relevant media;
 - g. any modification (pertaining to software or otherwise) of any goods supplied or services provided by or on behalf of the User, which is not carried out by or on behalf of the latter.
- 7.2 With regard to any mediation provided for the purposes of the conclusion of an agreement between a Client and any other party, the User shall under no circumstances be liable for any non-compliance on the part of such party or the Client concerned, or any loss which occurs (directly or indirectly) pursuant to an agreement entered into by such party and the relevant Client.
- 7.3 The User shall not be liable – and the relevant Client shall indemnify him in this respect – for any claim made by an employee of that Client or some other party, because the Client has failed to comply with his obligations under the terms of the *Wet bescherming persoonsgegevens* [Personal Data Protection Act].
- 7.4 Part of the training and/or any course shall involve the use of one's own motor vehicle on a normal road surface. A trainee's own insurance shall apply when using a public road. The User may only be sued for any loss which occurs during training and/or a course, provided that the motor vehicle involved in the relevant claim is roadworthy, but subject to the maximum insured sum in the applicable case and the following conditions:
- a. damage to the body of a motor vehicle with more than two (2) wheels of up to 3500 kg (a passenger car, delivery van or minibus) owned by a trainee attending such training and/or course, which occurs during the relevant training and/or course shall be covered without any fixed depreciation subject to a maximum of EUR 30,000.00 (thirty thousand euros) in each case without any excess or the loss of entitlement to a no-claim discount and including passenger insurance, unless that damage is covered by the relevant trainee's insurance;
 - b. damage to the body of a motor vehicle with more than two (2) wheels of more than 3500 kg (a passenger car, delivery van or minibus) owned by a trainee attending such training and/or course, which occurs during the relevant training and/or course shall be covered without any fixed depreciation subject to a maximum of EUR 90,000.00 (ninety thousand euros) in each case without any excess or the loss of entitlement to a no-claim discount and including passenger insurance, unless that damage is covered by the relevant trainee's insurance;
 - c. loss and/or injury suffered by a passenger in any of the aforementioned vehicles which occurs during the relevant training and/or course shall be covered subject to a maximum of EUR 22,500.00 (twenty-two thousand five hundred euros) in the case of permanent invalidity and EUR 4500.00 (four thousand five hundred euros) in the case of a passenger's death. For the purposes of this article 'occurs during the relevant training and/or course' is deemed to mean that it occurs during an actual practice session conducted under the supervision of our personnel and on their instructions but not during a break or between the actual practice sessions.
- 7.5 In so far as it is established in the course of legal or arbitration proceedings – or at any rate by means of mediation or some similar proceedings – that the User cannot rely on the liability insurance referred to in Clauses 7.1, 7.2 and/or 7.3, the User shall only be liable for any deficiency which is foreseeable and avoidable in normal circumstances in respect of the services provided or goods supplied by him or on his behalf.
- 7.6 Subject to the foregoing the User's liability shall at all times be confined to loss that is caused directly and to the sum which the User has stipulated and received from the Client concerned or any other party (in the case of mediation) in relation to the relevant agreement, order and/or service. In the case of any agreement, order and or service whose term exceeds one (1) year or any orders or services which succeed each other over a period in excess of one (1) year the aforementioned liability shall be limited further to a maximum equivalent to what the User has stipulated and received from the relevant Client or any other party (in the case of mediation) over the past year.

- 7.7 Payment by the User of the finalised claim (subject to the maximum referred to in Clause (5) of this article) shall constitute full and final compensation. A Client shall be required to indemnify the User in full and explicitly in respect of anything in excess thereof.
- 7.8 In so far as it is established in the course of legal or arbitration proceedings – or at any rate by means of mediation or some similar proceedings – that the User cannot rely on the liability insurance referred to in Clauses 7.4, 7.5 and/or 7.6, any liability on the part of the User shall at all times be confined to loss that is caused directly and to the sum which the User's liability insurance provider pays out in the relevant case. If necessary, the User shall inform a Client of the relevant insured sum.
- 7.9 A Client shall only become entitled to compensation if he notifies the User of the relevant loss in writing within forty-eight (48) hours after it occurs or as soon as the Client becomes aware of such loss or must be deemed to have done so.
- 7.10 Subject to what is further stipulated in this article, entitlement to any compensation shall lapse upon the expiry of one (1) year after the relevant loss becomes evident or is discovered or identified, or could reasonably be discovered or identified, but at any rate three (3) years after supply has been effected.
- 7.11 With regard to any goods or services which the User obtains from some other party, the provisions (of the contract and/or warranty in question) applicable in respect of the relevant transaction shall also apply in relation to the Client concerned, if and in so far as the User invokes same.

8 Intellectual Property rights

- 8.1 All Intellectual Property rights to any goods supplied pursuant to an agreement (for professional services or otherwise) or which at any rate relate to services provided by or on behalf of the User as defined in Article 1 of these Terms and Conditions, shall be vested in the User or the latter's licensors and shall explicitly continue to vest in the User (or his licensors). As such, the aforementioned rights shall explicitly not be assigned by virtue of a Client accepting or putting into service the relevant goods supplied and/or services provided.
- 8.2 Any licence that is granted shall not be transferrable. Without the User's prior written consent a Client shall not be entitled to publish, sell, hire out, sublicense, alienate, replicate or produce copies of any Intellectual Property rights, or to place them at the disposal of some other party for any purpose whatsoever.
- 8.3 A Client shall not be entitled to delete or alter any inscription concerning copyright, trademarks, trading names or any other Intellectual Property rights, which is deemed to include any inscription pertaining to the confidential nature and non-disclosure of such Intellectual Property rights. A Client shall undertake to refrain from doing or omitting to do anything which infringes on such Intellectual Property rights, renders them invalid or compromises ownership thereof.
- 8.4 The User shall be permitted to adopt technical measures to protect the Intellectual Property rights. In the event that the User secures his Intellectual Property rights by means of a technical protective device, a Client shall not be permitted to remove or circumvent such security.
- 8.5 In the unlikely event that it emerges that the User has infringed on an industrial or intellectual property right belonging to another party in any way and a Client is sued in this respect, the latter shall have a duty to notify the User of this in writing immediately. Acting at his own discretion, the User shall then supply a licence to use the relevant goods supplied or services provided, to modify them in such a manner that they no longer give rise to an infringement, supply goods or provide service by way of replacement which do not give rise to an infringement, or after receiving the relevant goods from the Client concerned refund the latter the purchase price less a reasonable fee for the period during which that Client had the goods at his disposal. A Client shall not be entitled to enforce any entitlement or make any claim whatsoever against the User in relation to the infringement of any industrial or intellectual property right outside the Netherlands.
- 8.6 In no way whatsoever may the User be held liable for the infringement of any industrial or Intellectual Property right, or any other exclusive right which results from any modification of goods supplied or

services provided and/or sold by or on behalf of the User.

9 Payment

- 9.1 Unless agreed otherwise in writing payment of the agreed fee shall be effected in the form of a net cash amount or by depositing or transferring the relevant sum into a bank or giro account designated by the User within the period stipulated on the relevant invoice. The value date on which payment is received and which is stipulated in the User's bank or giro account statements shall be deemed to be the date on which payment has been effected.
- 9.2 Each payment made by a Client shall first serve to pay any interest for which he is liable and any debt collection fees and administrative expenses owed to the User, and then any outstanding amounts payable based on their age beginning with the longest outstanding amount payable.

10 Default: interest and expenses

- 10.1 A Client shall be in default merely by virtue of the expiry of a deadline by when payment or compliance with some other obligation should have been effected and no further reminder, letter of demand or notice of default shall be required for this purpose.
- 10.2 In the event that any payment owed by a Client to the User is not made on time, that Client shall automatically be liable for default interest equivalent to one and a half percent (1½%) per month as of the date on which the relevant deadline for payment expires, subject to any other rights which the User may then have. For the purposes of calculating this default interest any month which has already commenced but has not yet ended shall be deemed to constitute an entire month. The aforementioned default interest rate of 1½% per month shall serve as a minimum and, in the event that this interest rate when calculated on an annual basis amounts to less than 5% above the legally stipulated interest rate which officially applies in the Netherlands, it shall automatically be raised by such an amount that when calculated on an annual basis it amounts to 5% more than the legally stipulated interest rate.
- 10.3 A Client shall be liable for all judicial and extrajudicial expenses, including any costs which the User incurs for the purposes of obtaining legal assistance and advice, in the situations referred to in this article. Any extrajudicial debt collection costs shall amount to the equivalent of 15% of the amount owed by the Client concerned, including any interest payable in respect thereof, subject to the User's right to seek compensation from that Client of the data collection costs that he actually incurs, if they amount to more than the aforementioned 15%.

11 Termination of an agreement

- 11.1 In the event that a Client is in default and, in spite of being reminded in writing by the User, remains in default of his duties pursuant to an agreement entered into with the User, the latter shall be entitled to cancel or terminate the relevant agreement without judicial intervention and subject to his right to seek compensation, to exercise his rights pursuant to retention of ownership, and to take any other action (legal or otherwise). The User's powers referred to in the foregoing sentence shall apply subject to his entitlement to seek compliance with the relevant agreement (with or without compensation) instead of cancelling or terminating it.
- 11.2 Subject to the provisions of Clause (1) of this article the User shall at any rate be entitled to cancel or terminate an agreement with a Client with immediate effect in the event that:
 - a. the Client concerned is declared bankrupt, assigns his assets, files an application for a moratorium on payments, or if that Client is granted a moratorium on payments (provisional or final), or all or part of his assets are attached;
 - b. the Client, if a natural person, dies, is placed in the care of a guardian, any of his assets are placed under administration, or an application is filed against him under the terms of the *Wet*

schuldsanering natuurlijke personen [Debt Rescheduling (Natural Persons) Act];

c. where the Client is a legal entity, a start is made to liquidate it, an application is filed to dissolve it, or a decision is or has been taken to dissolve it.

11.3 In the event that an agreement is cancelled or terminated in accordance with the provisions of this article, any amount which a Client owes the User at the time of such cancellation or termination shall remain payable in full, and that Client shall be liable for interest and costs in relation to any such amount in accordance with the provisions of these Terms and Conditions, subject to the User's right to seek compensation and any other rights which the User may have.

11.4 In the event that any data and information required for the purposes of executing an agreement are not provided to the User or not in full, on time or in the appropriate form, or the Client fails to fulfil his duties in some other way, subject to the provisions of the other clauses of this article the User shall be entitled to suspend or cease the execution of that agreement or to cancel or terminate it if the circumstances are sufficiently serious. In such a case the Client concerned shall at any rate be required to pay the User the applicable fee for what has already been done for the purposes of executing the agreement subject to the User's entitlement to compensation for any loss suffered. In this case the User shall also be entitled to charge additional fees in accordance with his normal rates.

12 Duty of Client to provide information

A Client shall be responsible for ensuring that any data and information required, relevant or useful for the purposes of executing an agreement are provided to the User on time in a form which is comprehensible to and usable by the User. The Client concerned shall be liable for the costs involved in obtaining such data and information, in rendering same comprehensible and usable, and in placing same at the User's disposal.

13 Confidential information

Each party shall adopt all reasonable precautionary measures, so as not to disclose any information of a confidential nature which he receives from the other party, if the latter designates it as such.

14 Amendment of an agreement

An amendment of an agreement shall only be valid if it is effected in written form and both parties consent to such amendment by ensuring that it is signed by the persons who are competent to do so.

15 Amendment of these Terms and Conditions

The User shall have the power to amend these Terms and Conditions. Any such amendment shall come into effect at the time announced for this purpose. In the event that no time is announced for an amendment to come into force, it shall come into effect in relation to a Client, as soon as the latter is given notice to this effect.

16 Validity

In the event that all or part of any clause of these Terms and Conditions is not valid, is voidable and/or cannot be enforced as a result of any provision of the law, judicial ruling, or any directive, decision, recommendation or measure issued, taken, presented or adopted by a local, regional, national or supranational authority or body, or for some other reason, this shall have absolutely no effect on the validity of the other clauses of these Terms and Conditions. Should a clause of these Terms and Conditions not be valid for any of the reasons referred to in the foregoing sentence, but would be valid if its scope or purport were to be more limited, that clause shall apply automatically with the most limited scope or purport which is the most far-reaching or most extensive as to still be valid.

17 Disputes and governing law

- 17.1 Any offer, agreement, supply or services issued, entered into, effected or provided by or on behalf of the User shall be governed by the law of the Netherlands to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention on Contracts of Sale).
- 17.2 Any dispute, which is deemed to include any which only one (1) party considers to be such, which arises pursuant or in relation to an agreement governed by these Terms and Conditions or its execution, which cannot be resolved amicably, shall be adjudicated by the District Court of Utrecht, the Netherlands, as the court of first instance, subject to the proviso that, where jurisdiction is conferred on a specific tribunal under mandatory law, a dispute shall be adjudicated by such a designated tribunal as the court of first instance subject to the right of the User to arrange an attachment or to secure other provisional relief or cause this to be done in any place and before any legal body where the User deems this to be required.
- 17.3 Contrary to the provisions of Clause (2) of this article, the parties may agree to have a dispute adjudicated by means of arbitration or binding advice.