

**General Purchasing Terms and Conditions** for Stichting Cordaid, incorporated in The Hague, Chamber of Commerce number 41160054, establishment number 000035354097, hereinafter referred to as: Cordaid.

## **Part I General**

### **Article 1 Definitions**

In these General Purchasing Terms and Conditions the capitalised terms and concepts have the following meanings:

**Business Day:** calendar days, except weekends, generally recognised holidays in accordance with Article 3 paragraph 1 of the Dutch General Extension of Time Limits Act (*Algemene termijnwet*), local holidays and any extra/ bridging holidays granted by Cordaid.

**Contract:** the written contract between Cordaid and the Supplier concerning the supply of Goods and/or the provision of Services.

**Delivery/ Deliveries:** the Goods that are to be delivered by the Supplier on the order of Cordaid, pursuant to the Contract.

**General Purchasing Terms and Conditions:** these Cordaid General Terms and Conditions for the supply of Goods and/or the provision of Services.

**Goods:** all Goods to be supplied by the Supplier under a Contract, or otherwise under a further Order.

**Order:** the written or electronic request for the supply of Goods and/or the provision of Services.

**Parties or Party:** Cordaid and/or the Supplier.

**Request for Proposal:** a request made by Cordaid to the Supplier for Services/ Supplies to be rendered.

**Service(s):** all activities to be provided by the Supplier under a Contract, or otherwise under a further Order.

**Services/ Supplies:** the Goods and/or Services that are to be supplied or provided.

**Supplier:** Cordaid's counterparty, named in the Contract.

**Supplier's Staff:** the members of staff who will be commissioned by the Supplier for the fulfilment of the Contract or other assistants who, under the Contract, will be fulfilling the work under the Supplier's responsibility.

**Proposal:** the Supplier's offer for the Services/ Supplies that are to be rendered by the Supplier.

**Transfer:** the transfer of the ownership of the Goods by the Supplier to Cordaid.

### **Article 2 Applicability of the General Purchasing Terms and Conditions**

1. The General Purchasing Terms and Conditions apply to all Requests for Proposals, Proposals, Contracts and Orders between Cordaid and the Supplier in connection with Deliveries and/or Services.
2. Should, at any time, one or more of the provisions under these General Purchasing Terms and Conditions become fully or partially invalid or can be annulled, then the other provisions in the General Purchasing Terms and Conditions will remain fully applicable. Cordaid and the Supplier will then begin negotiations to try to reach an agreement about any necessary amendments to the General Purchasing Terms and Conditions so that they are no longer invalid or voidable, or to reach an agreement about a provision to replace the invalid or voidable provision so that the nature and the meaning of the provision is as close as possible to the invalid or voidable provision.
3. If a Request for Proposal, Proposal, Contract, Order or the General Purchasing Terms and Conditions is provided in more than one language, the Dutch version always prevails.
4. Deviations from the General Purchasing Terms and Conditions will only be considered valid if these deviations are expressly agreed to in writing between the Parties.

### **Article 3 Establishing the Contract**

1. A Request for Proposal is considered to be an invitation to make an offer and it can be withdrawn or amended by Cordaid at any time. Cordaid will not compensate for any costs and/or damage caused by this.
2. A Proposal is considered to be an irrevocable offer by the Supplier.
3. The Proposal presented by the Supplier will be binding for ninety calendar days. This term can be longer or shorter as specified in the Request for Proposal. The Proposal binding period will start on the day that the Proposing period closes or on the day that is indicated in the Request for Proposal.
4. Cordaid is entitled to terminate any negotiations concerning a Contract that has yet to come into force without Cordaid having to reimburse or compensate the Supplier for this in any way.
5. A Contract will only come into force once it is signed by both Parties to the Contract or when Cordaid places or accepts an Order in written or electronic form based on an offer from the Supplier, or through an on-demand contract, at the moment when Cordaid places an Order for a (partial) Delivery.
6. An 'intention to award' cannot be considered as an acceptance as referred to in the meaning of Article 6:217 paragraph 1 of the Dutch Civil Code.
7. If the Supplier provides any Services/ Supplies or prepares to do so before a legally valid Contract is in place, he does so at his own account and risk.
8. If Cordaid provides certain approved specifications, technical information, designs, instructions, application techniques, approval requirements, models, lay-outs and/or drawings that may be needed for the completion of the Contract, these will become a part of the Contract and will be attached to the Contract as an Appendix.
9. The Supplier is obliged to inform Cordaid about the unsuitability or shortcomings of any goods and/or services and/or information that have been presented, made available or determined by Cordaid, or on

their behalf, as referred to in Article 3.8 of these General Purchasing Terms and Conditions, insofar as the Supplier knows about them or, in all reasonableness, should know about them.

## **Part II Implementation of the Contract**

### **Article 4 General Obligations of the Supplier**

1. The Supplier will keep Cordaid informed about the implementation of the Contract and will provide information upon request. The Supplier will immediately inform Cordaid in writing of any facts or circumstances that could lead to a delay in the fulfilment of the Contract or that have not been taken into account in the Contract.
2. The Supplier may only transfer the rights and/or obligations under the Contract to a third party with Cordaid's prior written consent. This consent will be given without prejudicing or affecting the Supplier's obligations arising from the Contract.
3. With respect to the Contract, the Supplier guarantees that the Supplier or the Supplier's Staff or a legal entity connected to the Supplier and any people working for them are not involved in, or ever have been involved in dialogues or agreements with other companies in a way that could conflict with the provisions of the Competition Law and/or the European Community competition rules, including but not restricted to: (1) price fixing, (2) rigging Proposal bids, and/or (3) work sharing.
4. The Supplier indemnifies Cordaid against criminal fines and/or administrative sanctions (as referred to in Article 5:2, first paragraph of the opening sentence and under a of the General Administrative Law Act) plus any costs attached to these that are in connection with the Contract and that are imposed upon the Supplier or Cordaid.
5. When effecting the Contract, the Supplier will adhere to all applicable regulations as laid down or imposed by law and the agreements that Cordaid has made with third parties. Should the Supplier need to contact a third party, the Supplier should first consult Cordaid about this.
6. The Supplier must inform Cordaid of any third parties that he has taken on in connection with effecting the Contract, including the agreements made in this regard.
7. The Supplier may never profess to be one of Cordaid's representatives, unless the Supplier has Cordaid's explicit authority to do so, in writing. Any damage caused by a violation in the manner described in the previous sentence will be at the cost and risk of the Supplier.

### **Article 5 General Obligations of Cordaid**

1. Cordaid will do all they can to provide the Supplier with all the information and data needed in order to properly effect the Contract.
2. Cordaid will fully cooperate whenever necessary to ensure that the Contract is effected.

### **Article 6 Confidentiality**

1. The Supplier is bound to keep all data and/or information provided directly or indirectly by Cordaid confidential, including the existence, the nature and the contents of the Contract. The Supplier will not disclose the said data and/or information to third parties without the prior written consent of Cordaid.
2. The Supplier will only use confidential data and/or information for the benefit of effecting the Contract, after having obtained Cordaid's prior written consent.
3. The Supplier will enforce the same confidentiality obligation, as referred to in the previous clauses of this Article, on his staff and any third parties he involves in effecting the Contract.
4. If the Contract is terminated, the (confidential) data and/or information that Cordaid provided the Supplier with must be returned to Cordaid upon their first request. Cordaid may also choose to have the said data and/or information destroyed (by the Supplier) in a way determined by Cordaid.
5. Without the explicit written permission of Cordaid, the Supplier is forbidden to mention and/or use the existence of this Contract, Cordaid's trade name, brand names and/or Goods and/or Services, not even for reference or advertising purposes.
6. If the confidentiality obligation as set out in this Article is breached, Cordaid will have the right to suspend the Contract with immediate effect without the requirement of any legal intervention and to cancel it without the requirement of a notice of default. Each suspension or cancellation will be effected through written notice sent by registered letter. Any damage caused by the suspension or cancellation will be for the account of the Supplier, with due observation of what is defined in Article 11 of these General Purchasing Terms and Conditions.

### **Article 7 Intellectual Property Rights**

1. All intellectual property rights (IPR) which exist and all claims to these IPR which occur at any time and in any place and are pursuant to any outcome of the Contract will remain vested with Cordaid. On the grounds of the Contract, these (claims to) IPR are immediately transferred by the Supplier to Cordaid with no cost involved, and as of now this transfer is irrevocably accepted by Cordaid.
2. When the outcome of the Contract, as referred to in the previous clause, is pursuant to the use of existing intellectual property rights that are not attributable to Cordaid, the Supplier will grant Cordaid non-exclusive user rights for an indefinite period of time. In such a case, the Supplier guarantees that he is authorized to grant the aforesaid user rights.
3. The Supplier will, so far as possible, waive his rights to any and all personal rights in connection with copyrighted works that are the outcome of the Contract.

4. The Supplier may only grant third party access to any form of the outcome of the Services/ Supplies, or provide information about it to third parties, if Cordaid expressly grants prior written consent to do so. Cordaid has the right to impose certain conditions when granting this permission.
5. The Supplier guarantees that the use, including the resale, of the Services and/or Goods he provides, or of the manufactured tools/ appliances that he has bought or manufactured on behalf of Cordaid, will not breach any patent rights, trademark rights, design rights, copyrights or any other rights belonging to a third party.
6. If a third party makes a claim against Cordaid for a breach, as referred to in Clause 5 of this Article, the Supplier must do all he can to make sure that Cordaid can continue to make unhindered use of the goods or services provided by the Supplier.
7. When a third party makes a claim where the indemnity referred to in this Article applies, the Supplier must reimburse Cordaid for all damages, including all legal costs and (reasonable) attorney fees for conducting any legal proceedings.

#### **Article 8 Equipment and Materials**

1. All materials and equipment (including tools) that will be used to effect the Contract are at the Supplier's own risk and account, even when these are not supplied by Cordaid.
2. The Supplier is responsible and liable for the reliability of the materials and equipment (including tools) used and should insure them at his own risk and account. If the Supplier fails to meet this obligation and this leads to any form of damages for Cordaid, these damages will be reimbursed by the Supplier, in accordance with what is determined in Article 11 of these General Purchasing Terms and Conditions.

#### **Article 9 Delivery Periods**

1. The place, dates, delivery period(s) or implementation period(s) for the Services/ Supplies, as agreed between the Parties are considered to be fixed and binding.
2. If a delay in the delivery is expected or occurs, the Supplier will keep Cordaid informed in a timely manner, stating the reason for this in writing. Also, the Supplier will keep Cordaid informed about the measures the Supplier is taking to restrain the delay.
3. If Cordaid does not agree with the statement of reasons for the delay, as referred to in Clause 2 of this Article, Cordaid will inform the Supplier of this within a reasonable amount of time. Any damage caused by the delay will be reimbursed by the Supplier, in accordance with what is determined in Article 11 of these General Purchasing Terms and Conditions.

#### **Article 10 Force Majeure**

1. The Parties can only claim a case of Force Majeure if the Party affected by the Force Majeure informs the other Party in writing of such a claim as soon as possible and certainly within five (5) Business Days of the occurrence of the non-attributable failure, together with all necessary supporting documentation.
2. The following are not considered to be a Force Majeure: sickness (apart from a pandemic, for example), strikes, absence/ lack of the Supplier's Staff, a shortage of raw materials, transport problems, late delivery or unsuitability of the Goods needed to complete the work, shortcomings and/or non-performance of any subcontractors' or transporters' commitments and disruptions in the Supplier's production.

#### **Article 11 Liability and Insurance**

1. The Supplier is liable for all damage that Cordaid suffers, resulting from or connected to an attributable shortcoming on the part of the Supplier or the Supplier's Staff whilst effecting any obligation under the Contract established with the Supplier or resulting from an illegal deed the Supplier has committed against Cordaid, Cordaid's agents or third parties. The Supplier will indemnify Cordaid against any damages.
2. The Supplier will take out and maintain proper insurance against the risk of the occurrence of his potential liabilities under the Contract(s) established with Cordaid for the whole duration of the said Contract(s). The Supplier will provide Cordaid with the original insurance policy/ policies for inspection, upon Cordaid's first request, and will provide Cordaid with a copy of such, if so required.
3. In the event of liability on the part of the Supplier as referred to in this Article, the Supplier is also liable for all extra-judicial expenses and legal costs that Cordaid incurs or has to incur in order to obtain all that is due under their claim, whereby Cordaid will, in all cases, be entitled to charge the Supplier with 15% of the total claim, with a minimum of € 250.00 for extra-judicial expenses, unless the actual extra-judicial expenses are higher and also in order to encourage the Supplier to properly fulfil its obligation.
4. The Supplier should include the Articles from these General Purchasing Terms and Conditions concerning liability in any contracts he concludes with third parties.

#### **Article 12 Penalties**

1. In the event of an attributable failure to fulfil an obligation, the Supplier will become liable for the immediate payment of a fine equivalent to 10% of the invoice amount on demand, plus 0.5% of the invoice amount per calendar day while ever the delay continues, without prejudice to Cordaid's right to claim full compensation and/or compliance, as well as this penalty.
2. In the event of a violation by the Supplier of the provisions referred to in Article 6 and/or Article 7 of these General Purchasing Terms and Conditions, the Supplier will pay to Cordaid, on demand, an immediate penalty of € 25,000.00 per violation, which will increase by € 500.00 for each day that the violation continues, without prejudice to Cordaid's right to claim full compensation and/or compliance, as well as this penalty.

#### **Article 13 Prices**

1. All of the prices mentioned in the Contract or the Proposal are fixed for the duration of the Contract and are in Euros (€); they exclude Value Added Tax (VAT or BTW) but include other government levies. The agreed prices and tariffs include all costs and expenses needed to effect the Services/ Supplies, including but not restricted to any travel and accommodation expenses, office expenses and the cost of any materials and equipment (including tools) needed.
2. Any changes in the Supplier's due taxes, materials costs, salaries or other costs will not be offset.

#### **Article 14 Changes and Extra/ Reduced Work**

1. Cordaid has the right to ask, in writing, for reasonable and fair change(s) to the Contract related to the nature and scale of the Goods to be supplied and/or the Services to be provided.
2. Within 14 calendar days of such a request for a change in the Contract, the Supplier will inform Cordaid of the effect that the requested change(s) will have on the price and delivery time. Cordaid has the right to terminate the Contract in its entirety or partially without having to pay any compensation if the new conditions specified by the Supplier are not acceptable to Cordaid.
3. The Supplier will only have the right to effect the Contract in an alternative way, other than the one originally agreed to, if it has Cordaid's prior written approval. All the consequences from non-fulfilment of this provision are for the account and risk of the Supplier.
4. The costs for any extra work will only become due to the Supplier from Cordaid if and insofar as this extra work has been approved in writing by Cordaid and the costs are reasonable. A reduction in work is deducted from the agreed price.

#### **Article 15 Invoicing and Payments**

1. As well as the conditions stipulated by the tax authorities, the invoice will always contain the following details:
  - a. the agreed prices;
  - b. Cordaid's Contract or Order number;
  - c. the cost centre and, if applicable, the cost bearer.
2. The Supplier will send the invoice to Cordaid within 14 days of the Delivery of the Services/ Supplies, either electronically or by post, in accordance with Cordaid's required specifications as detailed in the Contract.
3. The payment of the invoice will be made within 30 days after the receipt of the invoice and after the Services/ Supplies have been approved by Cordaid or in accordance with any payment scheme that has been agreed upon in writing.
4. Cordaid has the right to suspend the payment if they ascertain that there is a shortcoming in the Services/ Supplies and/or any installation/ assembly of such.
5. Cordaid has the right to reduce the amount of the invoice by any amounts that the Supplier owes to Cordaid.
6. Payments made by Cordaid can in no way act as an acknowledgement of the Supplier's compliance with all obligations.

#### **Part III Provisions Concerning the Delivery of Goods**

##### **Article 16 Deliveries**

1. Partial Deliveries are not permitted, except for when Cordaid gives their written consent.
2. The Delivery will take place at the agreed place, on the agreed date or dates, at the agreed time or within the agreed Delivery period(s). The Supplier is responsible for all costs and risks associated with the transport of the Goods to the agreed place. If any import duties are imposed, these are for the account and risk of the Supplier, as are all other formalities related to this. The Delivery should take place with Delivery Duty Paid (DDP), in accordance with the Incoterms 2010, as set out by the International Chamber of Commerce (ICC).
3. Cordaid has the right to postpone the Delivery, unless this results in a disproportionate disadvantage for the Supplier. In such a case, with no additional costs for Cordaid, the Supplier will store, maintain, secure and insure the Goods, which will be properly packaged, separated from other goods and clearly marked.
4. If the Supplier wants to deliver earlier than the agreed date, dates or time, this can only be done after he has Cordaid's prior written consent.
5. The Delivery should be made including all the required documentation (such as the consignment note, packing list and customs documents). The outside of the packaging should clearly state the order number and the name of the department or person that the Goods should be delivered to.

##### **Article 17 Guarantee**

1. The Supplier guarantees that the Goods and any installation/ assembly thereof properly comply with the Contract and in a general sense are suitable for Cordaid's intended usage. Also, the Supplier guarantees that the Goods have been properly produced and comply with all relevant (legal) requirements, (government) regulations and sector-related safety and quality standards.
2. The Supplier guarantees that the Goods are fully complete and ready for use. The Supplier will ensure that everything, including all parts, auxiliary materials, accessories, tools, spare parts, manuals and instruction books needed for Cordaid to be able to achieve their intended goal as indicated, will also be supplied, even if these items are not specifically mentioned.
3. The Supplier will repair any defect in the Goods supplied, without charge and immediately after Cordaid's notification of the defect, for a minimum period of 12 months. If the manufacturer of the Goods supplied or the Supplier himself provides a longer guarantee period, this longer guarantee period is applicable.

- The Supplier guarantees that spare parts for the Goods can be subsequently supplied for a period of at least five (5) years after the Transfer of the Goods, or for a term that has been agreed between the Parties in writing.

#### **Article 18 Documentation**

- The Supplier must provide Cordaid with documentation about the features and uses of the Goods before or together with the Delivery. The documentation will be in Dutch or in another language as agreed between the Parties.
- Cordaid is free to use this documentation as they like, including copying it for their own purposes, provided this is done on behalf of the potential users as specified in the Contract.
- The Supplier indemnifies Cordaid against any possible claims by third parties in connection with the copyright of the documentation.

#### **Article 19 Packaging and Transport**

- The Supplier will make sure that the Goods are properly packaged, as well as making sure that there is suitable security and transport for the Goods so that they arrive at the place of Transfer in good condition and they can be unloaded safely. The Supplier is responsible for complying with all Dutch, European and International requirements in connection with packaging.
- All packaging, replacement and residual materials, hereafter referred to as material in this Article, will remain, in principle, the property of the Supplier.
- The Supplier is obliged to take the material back and destroy, recycle or re-use it, at his own expense and risk.
- If the material has to be destroyed and/or removed by Cordaid at the request of the Supplier, this will be at the Supplier's expense and risk.
- Cordaid is at all times authorized to return the material to the Supplier at the Supplier's expense and risk.

#### **Article 20 Transfer of Ownership and Risks**

- The ownership and risk of the Goods delivered passes over to Cordaid at the time of Transfer. The Supplier has no right of retention or right of suspension in connection with the Goods delivered.
- If Cordaid makes any materials available to the Supplier, such as raw materials, aids, tools, drawings, specifications and software, so that the Supplier can meet with his obligations, the ownership of these materials will remain with Cordaid. The Supplier will keep these separated from equipment belonging to him or third parties. The Supplier will mark them as being Cordaid's property.

#### **Part IV Provisions Concerning the Provision of Services**

##### **Article 21 Services**

- The Supplier will provide the Services within the term and at the place as specified in the Contract.
- The Supplier is fully responsible for his own Services/ Supplies as well as the Services/ Supplies provided by the Supplier's Staff and also the Services/ Supplies of any third parties the Supplier contracts.
- The Supplier will make sure that the provision of Services will not disrupt the running of Cordaid's business, as far as this is possible.
- The actual implementation of the Services by the Supplier or any associated ongoing operations will not imply that Cordaid in any way approves the Services. Cordaid maintains the right to test, inspect or to reject any Services provided.

##### **Article 22 The Supplier's Staff**

- When Services are provided at Cordaid's office and/or in a public area, the Supplier, the Supplier's Staff and any third parties taken on by the Supplier must adhere to the rules and regulations set by that office and/or public area. Should the Supplier, the Supplier's Staff or any third parties taken on by the Supplier breach these regulations, or otherwise exhibit bad behavior, commit theft or make unauthorized use of Cordaid's property or that of their members and/or clients, then Cordaid reserves the right to deny him/ them access to Cordaid's site(s) or the site(s) belonging to their members and/or clients, whilst further maintaining the right to immediately terminate the Contract, without Cordaid being held liable to pay any compensation to the Supplier.
- Whilst providing the Services, the Supplier's Staff, when performing their job/ tasks, will (continue to) meet the agreed quality standards in terms of level of education, certification, expertise and experience, plus have any required vaccinations, where necessary.
- When the Services are provided at Cordaid's offices and/or in public areas, the Supplier will make sure that the following particulars are submitted:
  - a copy of a valid identity document; and
  - where applicable, a copy of a work permit for the Supplier's Staff.
- The Supplier warrants that the Supplier's Staff has the right to work and provide Services in the Netherlands.
- Upon Cordaid's first request, the Supplier will submit an up-to-date Certificate of Good Conduct for the Supplier's Staff taken on to provide the Service. The Supplier's Staff can only start work once Cordaid has received this Certificate of Good Conduct. Any costs incurred by this will be at the Supplier's expense.
- The Supplier is obliged to pay the Supplier's Staff in accordance with the relevant laws and regulations (Minimum Wage and Minimum Holiday Allowance Act) and the applicable Collective Labour Agreement. The Supplier indemnifies Cordaid against any claims made by third parties in this regard.

##### **Article 23 Replacement of the Supplier's Staff**

- If, whilst effecting the Contract, it appears that the Supplier's Staff is not properly performing and/or due to circumstances a staff member is not able to continue doing his work (in full), then Cordaid has the right to have that person replaced.
- If the Supplier wishes to replace the Supplier's Staff, he will need Cordaid's prior written authorisation to do so, unless an immediate replacement of the Supplier's Staff is essential and cannot wait for Cordaid's authorisation. In this latter case, a verbal agreement will suffice for an available replacement with similar skills, education and experience (in accordance with the requirements in the Request for Proposal).
- Replacement of the Supplier's Staff will be provided by the Supplier within a short time frame, and certainly within two (2) weeks at the most. Any costs in connection with replacement are at the Supplier's expense.

##### **Article 24 The Supplier's Responsibilities (taxes and social security contributions)**

- The Supplier is responsible and liable for all tax and social security legislation obligations arising from the Contract, including obligations in connection with the UWV (the Dutch institute for employee insurances). The Supplier indemnifies Cordaid against all claims in this regard. If legally required or if Cordaid so requires, the Supplier will work using a G-account. If Cordaid is faced with an additional tax claim, Cordaid can claim the precise amount of these costs from the Supplier.
- The Supplier must be able to show Cordaid, upon request, at any time, that he has taken care of the retention of due income tax, social security contributions and value added tax. The Supplier indemnifies Cordaid against any claims from third parties in this regard.
- Cordaid has the right to terminate the Contract with immediate effect if the Supplier, or a third party the Supplier has taken on, is in arrears with his payments for income tax, social security contributions and value added tax, without being held liable for any compensation to the Supplier.
- Cordaid is at all times authorized to withhold any amounts charged for income tax, social security contributions and value added tax plus any applicable interest or fines charged for these, that are owed by the Supplier and is authorized to pay them directly to the tax authorities and/or administration agencies on behalf of the Supplier.
- If Cordaid is designated as the withholding entity for income tax, social security contributions, value added tax or any other kind of tax or fine, Cordaid has a right of recourse against the Supplier and is authorized to offset these amounts against any amounts due from Cordaid to the Supplier.

#### **Part V End of the Contract**

##### **Article 25 Cancellation and Termination**

- If the Contract is legally ended, cancelled in mid-term or is terminated, the Supplier will hand over to Cordaid all material, data or the results pertaining to what has been done under the Contract that belong to Cordaid, without imposing any (financial) conditions.
- Any obligations that by nature will continue after the Contract has ended will continue to exist after the end of the Contract. These obligations include (but are not limited to): guarantees, liability, ownership of and indemnification against breaches of intellectual property rights, confidentiality, litigation and applicable law.

##### **Article 26 Dissolution**

- Each of the Parties has the right to terminate the Contract with immediate effect, without any legal intervention and without a notice of default, if:
  - Article 4 paragraph 3 of these General Purchasing Terms and Conditions is breached;
  - the other Party has taken the decision to terminate the legal entity or company;
  - the control of the other Party has been taken over by another party, other than the Party in control at the time of concluding the Contract;
  - the other Party has filed for bankruptcy or has been declared bankrupt or, whether or not temporarily, a suspension of payments has been requested or granted;
  - the other Party has merged, been split up or (a part of) the business/ company has been taken over in any way whatsoever;
  - the other Party has been in a Force Majeure situation for more than ten (10) days.
- Notice should immediately be given for each termination as referred to in Clause 1, in writing and by registered letter.
- In the event of termination as referred to in this Article, Cordaid has the right to reimbursement of all amounts Cordaid has unduly paid to the Supplier plus statutory interest over the amount paid from the day that it was paid. Also, in the event of termination, Cordaid cannot be held to comply with any other obligations under the Contract.
- If the Contract is partially or fully terminated, the Supplier can merely be held to repay any payments made in connection with the part of the Contract that has been terminated.

##### **Article 27 Annulment**

If one of the Parties appeals for the annulment of (part of) the Contract through an extrajudicial declaration, this must be done through notification by registered letter.

##### **Article 28 Applicable Law and Disputes**

- This Contract is governed by Dutch Law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) is expressly ruled out.
- Disputes between the Parties will be subject to the exclusive jurisdiction of the competent court in the district of The Hague, located in The Hague.