

## General terms and conditions of Mitutoyo Nederland B.V.

### Art. 1 General

1. If these terms and conditions are part of offers and agreements to perform deliveries and/or services by a supplier for a buyer, all provisions of these terms and conditions between these parties are in effect, insofar as they have not been deviated from by an express written agreement between the parties. Any reference by the buyer to the buyer's own purchasing or other conditions is expressly rejected by the supplier.
2. In these terms and conditions, the following definitions shall apply:
  - product: the performance(s) carried out by the supplier for the buyer, such as delivery of goods, assembly of goods supplied by the supplier or not, contracting of work, maintenance, repair and services, such as advice and inspection;
  - item: a material object, including any software contained therein;
  - software: software included in the delivered item only;
  - written: by letter, e-mail message and by any other means agreed upon by the parties, other than verbally;
  - additional work: any performance performed by the supplier in consultation with the buyer, whether in writing or not, in addition to the agreement;
  - price: the price applicable to the product according to Art. 4.

### Art. 2 Offer

1. Any offer from the supplier is without obligation and can be revoked up to 3 working days after acceptance.
2. Each offer is based on performance of the agreement by the supplier under normal conditions and during normal working hours.

### Art. 3 Agreement

1. Without prejudice to art. 2 para. 1, the agreement is concluded if the acceptance is in accordance with the offer. If the acceptance deviates from the offer, the agreement shall only come into effect after the supplier has expressly accepted these deviations.
2. Data mentioned in product documentation, illustrations, drawings, size and weight specifications, etc. are only binding if and insofar as they are expressly included in an offer or order confirmation from the supplier or in an agreement signed by the parties.
3. Verbal promises/agreements shall bind the supplier only insofar as they have been made by a representative employee of the supplier or confirmed in writing by such an employee.

### Art. 4 Price

1. Unless otherwise agreed in writing, the agreed price is exclusive of sales tax and other governmental charges applicable to the sale and delivery and based on delivery Ex "Factory" according to the Incoterms in effect on the date of offer. "Factory" means the premises of the supplier, as designated by the supplier.
2. If after the date of formation of the agreement one or more of the cost price factors undergo an increase - even if this occurs as a result of foreseeable circumstances - the supplier is entitled to increase the price accordingly.
3. The supplier may charge for additional work separately as soon as the amount to be charged for it is known to the supplier. For the calculation of additional work, paragraphs 1 and 2 shall apply mutatis mutandis.
4. Costs of loading, unloading and transportation of raw materials, semi-finished products, models, tools and other items made available by the buyer are not included in the price.
5. Any packaging will be provided by the supplier, charged at cost and not taken back.
6. If it has been agreed that assembly of the product is to be performed by the supplier, the price is calculated including assembly, except for the costs mentioned in Art. 7 paragraphs 3 and 5.

### Art. 5 Intellectual property/secretcy

1. All intellectual property rights to the product, its design and the drawings, calculations, descriptions, technical documents, models, tools and the like made for design, production and use of the product shall belong to the supplier or, where applicable, to a third party that has licensed the supplier to use these rights. This also applies if they have been developed specifically for the buyer, unless otherwise agreed in writing. The buyer acquires a non-exclusive, time-unlimited, transferable right to use these intellectual property rights, but only for the delivered product and subject to any limitations in underlying third party licences. The supplier is not required to provide the buyer with source code or updates for software.
2. Technical, commercial and financial information and information marked as confidential or which by its nature should be considered confidential, disclosed by one party in writing or verbally to the other party, shall be treated as confidential by the other party. Therefore, the information will not be used by the other party for any purpose other than that for which it was provided without the written consent of one party. The information may not be reproduced, transferred, communicated or disclosed to any third party.

## Art. 6 Delivery time

1. If the parties have agreed on a specific period for delivery, this period shall commence as soon as the agreement has been entered into and also all conditions to be fulfilled by the buyer prior to the start of performance by the supplier of its obligations have been fulfilled by the buyer, such as provision to the supplier of necessary documents and data, obtaining permits, performance of necessary formalities and payment of an amount due in advance. If, instead of a deadline, a specific delivery date, week or month has been agreed upon, it shall be reasonably postponed.
2. The product is deemed delivered for delivery purposes when, if acceptance tests have been agreed upon at the supplier's facility, the product is ready for these tests and in other cases when the item is ready for shipment and the buyer has been notified of this in writing and, in the case of performance other than delivery of an item, when the performance has been delivered.
3. The delivery time is based on the working conditions prevailing at the time of conclusion of the agreement and on timely delivery of the items and/or services ordered by the supplier for the execution of the work. If delays occur through no fault of the supplier due to changes in said working conditions or because items and/or services ordered in time for the execution of the work are not delivered in time, the delivery time shall be extended to the extent necessary.
4. If implementation of the agreement is delayed due to an act or omission on the part of the buyer or due to circumstances attributable to the buyer, the supplier may extend the delivery time by a period that is necessary, considering all circumstances. This applies even if the cause of the delay does not occur until after the agreed delivery time.
5. Exceeding the delivery time does not entitle the buyer to full or partial dissolution of the agreement or compensation for damages. However, if this overrun exceeds 16 weeks or will exceed 16 weeks according to the supplier's notice, the buyer may rescind the agreement by written notice to the supplier. The buyer shall then be entitled, where applicable, to reimbursement of the portion of the price already paid and to compensation for damages suffered by the buyer, up to a maximum of 15 percent of the price. If partial delivery has already taken place, the agreement can only be partially rescinded after 16 weeks, namely for the part not yet delivered, unless the part already delivered is not independently usable for the buyer. In the event of partial rescission, the buyer shall be entitled, where applicable, to reimbursement of the portion of the price relating to the part not delivered and to compensation for damages. For such compensation, the aforementioned maximum of 15% shall in that case be calculated on the portion of the price relating to the undelivered portion. If exceeding the delivery time is due to force majeure, Art. 13 applies.
6. If the buyer remains in default of taking the product after notice of default, the supplier is entitled to charge the buyer for the resulting costs and damages, without prejudice to the supplier's rights according to Art. 14. The buyer is then further obliged to pay the price as if delivery had taken place according to the agreed delivery time.

## Art. 7 Commissioning and/or assembly

1. If it is agreed that the supplier will perform commissioning and/or assembly (hereinafter referred to as: "assembly") of measuring equipment, the buyer is responsible for the proper execution and timely availability of all devices, facilities and conditions necessary for the assembly of the measuring equipment and the proper functioning of the equipment in its assembled state.
2. In any case, the buyer shall, at its own expense and risk, ensure that:
  - a) the supplier's personnel can start the work according to the agreed schedule and can work during normal working hours. Insofar as the supplier deems it necessary, work may also be performed outside normal working hours, provided this is reported to the buyer in writing within a reasonable period of time;
  - b) the buyer informs the supplier in writing and in good time before the start of assembly of all safety regulations applicable at the place of assembly;
  - c) assembly can be carried out in a healthy and safe environment;
  - d) all necessary safety measures are taken before starting assembly and are maintained during assembly;
  - e) supplier personnel can use proper sanitation facilities;
  - f) all necessary auxiliary personnel, cranes, lifting and hoisting equipment, transport and auxiliary equipment, machinery, operating materials (such as fuels, oils, greases, gas, water, electricity, steam, compressed air, heating and lighting) and the measuring and testing equipment normal for the buyer's business are available in a timely manner at the assembly site;
  - g) sufficient office space is available at the assembly site for the supplier;
  - h) sound and adequately secured digital infrastructure and Internet facilities are available as needed;
  - i) adequate storage space is available to protect against theft, loss and damage of tools and equipment intended for assembly and the personal property of the supplier's personnel;
  - j) access roads and access doors to the assembly site are suitable for the necessary transportation of the item to be assembled and the supplier's assets;
  - k) foundations, floors and walls, on which the item will stand or to which the item will be attached, must be installed in a timely manner under the full responsibility of the buyer.
3. Damages and costs which arise for the supplier and/or the buyer due to not fulfilling one of the obligations mentioned in this article, or not doing so on time, are for the buyer's account.
4. If the supplier does provide help and assistance - of any kind - during the assembly, without being commissioned to do so, this will be at the buyer's risk.
5. Costs incurred by the supplier due to adverse weather conditions in which it is impossible to work shall be borne by the buyer.
6. All travel and accommodation expenses of the supplier's employees performing the assembly shall be borne by the buyer.

## Art. 8 Inspection and acceptance testing

1. The buyer shall inspect the product no later than 7 days after the delivery referred to in art. 6 para. 2. If assembly has been agreed upon, the buyer shall inspect the proper execution thereof no later than 5 days after assembly. If the applicable deadline has passed without written and specified notification of justified complaints, the product is deemed accepted.
2. If acceptance tests have been agreed upon, after the delivery referred to in Art. 6 para. 2, the buyer shall give the supplier the opportunity to make the necessary preparations and make the changes the supplier deems necessary. Acceptance tests shall be held in the presence of the buyer immediately after the supplier's request to do so. The cost of acceptance testing shall be borne by the buyer. If the acceptance tests have been performed without a justified complaint or if the buyer does not fulfil the aforementioned obligations, the product shall be deemed accepted.
3. For the acceptance tests and the preparations and modifications referred to in paragraph 2, the buyer shall provide the supplier with the necessary facilities, support and materials, including those referred to in art. 7 para. 2 sent. f, and representative samples of any materials to be processed in sufficient quantity, in a timely manner and free of charge at the place specified by the supplier. If the buyer does not comply, the product is deemed accepted.
4. The supplier shall prepare a report of the acceptance testing that will be sent to the buyer. If the buyer, having been invited to do so in good time and in writing by the supplier, was not represented at the tests, the test report shall be regarded by the buyer as a correct representation.
5. If the acceptance tests show that the product does not conform to the agreement, the supplier shall eliminate the deficiencies as soon as possible. If the buyer requests this in writing, new acceptance tests shall be subsequently carried out subject to paragraphs 2-4.
6. In case of minor defects that do not affect the proper functioning of the product, the product shall be deemed accepted regardless of these defects. The supplier shall eliminate these deficiencies as soon as possible.
7. The buyer is not authorised to use the product or any part thereof prior to acceptance. If the buyer does so without the supplier's written consent, the product is deemed accepted.
8. Without prejudice to art. 11, acceptance according to the preceding paragraphs excludes any claim by the buyer based on a failure of the supplier's delivery obligation.

## Art. 9 Transfer of risk and retention of title

1. Once the product is considered delivered within the meaning of art. 6 (2), the buyer bears the risk for all damage that may occur to or by this product, except insofar as the damage is attributable to intent or conscious recklessness on the part of the supplier's employees belonging to the company management.
2. Ownership of the delivered item passes to the buyer as soon as all

that the buyer owes to the supplier for deliveries and associated work, including interest and costs, has been paid to the supplier in full. In case of late payment, the supplier may take back the delivered item.

3. When exercising the retention of title according to paragraph 2, the supplier shall have unhindered access to the delivered item. The buyer then provides all cooperation to the supplier to take back the item, including disassembly.

## Art. 10 Payment

1. If not otherwise agreed in writing, payment of the price shall be made within 30 days of the invoice date. Invoicing takes place after delivery according to art. 6 para. 2.
3. Payment for additional work shall be made no later than 7 days after it has been invoiced to the buyer.
4. All payments shall be made without deduction, suspension or set-off in the manner determined by the supplier.
5. If the buyer fails to pay on time, the buyer shall be in default by operation of law and the supplier shall have the right, without notice of default, to charge the buyer interest from the due date at a rate of 3 points above the legal interest rate for commercial contracts in force in the Netherlands, as referred to in Art. 6:119a and Art. 6:120 paragraph 2 of the Civil Code, and all judicial and extrajudicial costs. The supplier shall be entitled to require security or securities for the fulfilment of payment obligations, to require partial or full payment in advance or to deliver only cash on delivery.
6. In case of bankruptcy, suspension of payment of the buyer, as well as in case of conservatory or executory seizure of all or part of the buyer's assets, the entire unpaid price will be due in its entirety.
7. Before full payment or settlement, the buyer is not authorised to pledge or transfer possession of the delivered item to third parties.

## Art. 11 Defects in the product

1. The product must comply with the agreement. The supplier is obliged to eliminate any deviation therefrom (hereinafter referred to as: "defect(s)") arising from improper or faulty design or material or poor workmanship, in accordance with this art. 11. Unless otherwise agreed, an infringement of intellectual property rights of a third party applicable in the Netherlands is also considered a defect. The obligation to remove the defect only applies to defects in the product that are not detectable upon inspection and (if agreed upon) acceptance tests, which the buyer proves to have occurred within 12 months of delivery according to art. 6 para. 2.
2. In the case of assembly of an item delivered by the supplier, the 12 month period referred to in paragraph 1 shall commence for both the delivered item and its assembly on the day the assembly is completed by the supplier. This period ends in any case 18 months after delivery of the item according to art. 6 para. 2.
3. Defects in a delivered item shall be eliminated by the supplier by

repairing or replacing the defective part, whether or not at the supplier's facility, or by sending a repaired part or a part for replacement, all at the supplier's discretion. After elimination of the defect, the supplier shall be similarly obligated for 12 months to eliminate defects in the repaired or replacement part. Any liability for defects in the delivered item expires in any case 18 months after its delivery according to art. 6 para. 2 or, if paragraph 2 applies, 24 months after that delivery.

4. Defects in the assembly of an item supplied by the supplier shall be eliminated by the supplier by performing remedial work. After the elimination of the defect, the supplier is equally liable for defects in the remedial work for 12 months. Any liability for defects therein expires in any case 18 months after the delivery of the item according to art. 6 para. 2.
5. Defects in maintenance, repair (if not performed pursuant to paragraph 3 or paragraph 4), assembly of an item delivered to the buyer by a third party, overhaul, contracting work and similar work, shall be eliminated by the supplier by redoing the work insofar as it is defective. After redoing the work, the supplier shall be liable for defects in the remedial work for 12 months. Any liability expires in any case 24 months after delivery according to art. 6 para. 2.
6. Defects due to infringement of intellectual property rights shall, at the supplier's option, be eliminated by the supplier by:
  - acquisition of the buyer's right of use;
  - such modification of the item that infringement no longer exists, or
  - replacement of the item with another item that does not infringe intellectual property rights.

The supplier shall be liable for any defects therein for 12 months after said modification or replacement according to the conditions specified in this article. Any liability of the supplier for defects therein expires in any case 18 months after the delivery of the item according to art. 6 para. 2 or, if paragraph 2 applies, 24 months after that delivery.

7. Transportation costs and additional costs of disassembly and reassembly incurred by the supplier in removing defects shall be borne by the buyer.
8. The supplier is not liable for defects in inspections, consulting and similar services.
9. The supplier is not liable for defects which occur in or are wholly or partially the result of:
  - a) non-observance of operating and maintenance instructions or other than the intended normal use;
  - b) normal wear and tear;
  - c) (dis)assembly, repair or modifications by the buyer or by third parties;
  - d) the application of a government regulation;
  - e) materials and items already used in consultation with the buyer;
  - f) materials and items provided, for processing or otherwise, by or on behalf of the buyer;
  - g) materials, items, design, construction or method of operation applied at the express instruction of the buyer;
  - h) components (including software) procured by the supplier from

third parties, to the extent that the third party is not liable to the supplier for them.

The supplier is further not liable for infringement of intellectual property rights resulting from the circumstance that:

- i) the product is used outside the Netherlands;
  - j) the product is used in a different manner than agreed upon;
  - k) the product is used in conjunction with equipment or software not supplied by the supplier.
10. If the customer does not fulfil an obligation arising from any agreement concluded with the supplier, or does not do so properly or in a timely manner, the supplier is not obliged to remove defects. If the customer dismantles, repairs or carries out other work on the product without the supplier's prior written approval, any obligation of the supplier to remove defects lapses.
  11. Defects must be reported in writing to the supplier as soon as possible after their discovery, but no later than 14 days after the expiration of the applicable liability period. If these deadlines are exceeded, any claim for those defects will be forfeited. Legal actions must be brought within 1 year of said notification under penalty of forfeiture of all rights.
  12. If the buyer has made said notification and no defect is found for which the supplier is liable, the supplier is entitled to reimbursement of the costs incurred as a result of the notification.
  13. If the supplier replaces parts when removing defects, the replaced parts become the supplier's property.
  14. If the buyer claims that the supplier has failed or is failing to fulfil an obligation mentioned in this article, the buyer remains obliged to fulfil the obligations arising for the buyer from any agreement entered into with the supplier.
  15. If the supplier has not eliminated the defect within a reasonable time, the buyer may set a final, reasonable time for doing so by written notice. If the supplier fails to comply with its obligations within this final period, the buyer may, at the supplier's expense, have the defect removed by itself or by a third party, provided that the buyer or the third party has the necessary expertise to do so. If the defect is thus successfully eliminated, the supplier shall be released from all liability for the defect by reimbursing the reasonable costs incurred by the buyer. These costs shall not exceed 15 percent of the price of the product.
  16. If the defect is not removed according to paragraph 15:
    - a) the buyer is entitled to a discount on the price in proportion to the depreciation of the product. This discount shall not exceed 15 percent of the price, or
    - b) if the defect is so serious that it significantly deprives the buyer of the interest in the agreement for the product or an essential part of the product, respectively, the buyer shall have the right to rescind the agreement for the product or the essential part of the product, respectively, by written notice to the supplier. The buyer is then entitled to a refund of the price paid for the portion for which the agreement is rescinded. The buyer is additionally entitled to compensation up to a maximum of 15% of the portion

of the price relating to the portion of the product for which the agreement is rescinded.

#### Art. 12 Liability

1. Unless there is intent or deliberate recklessness on the part of the supplier's employees belonging to the supplier's management and subject to the applicability of art. 6 para. 5 and Art. 11, all liability of the supplier, regardless of the legal basis, is excluded. Therefore, among other things, the supplier is not liable for damages due to:

- non-delivery;
- liability to third parties;
- any wrongful act or omission of (employees and auxiliary persons of) the supplier;
- infringement of intellectual property rights, licences and other rights of third parties;
- damage or loss, from whatever cause, of raw materials, semi-finished products, models, tools and other items provided by the buyer;
- loss or corruption of data;
- loss of production and reduction of uses;
- loss of contracts and customers.

The supplier is further not liable for lost profits and any consequential and indirect damages.

2. The buyer is obliged to indemnify the supplier from and against all claims by third parties for compensation for damages in connection with the execution of the agreement.

#### Art. 13 Force majeure

1. In these general terms and conditions, force majeure means any circumstance independent of the will of the supplier - even if it was foreseeable when the agreement was concluded - which permanently or temporarily prevents the supplier from fulfilling the agreement or makes it unreasonably onerous, and, insofar as not already included, war, danger of war, civil war, riots, strikes, workmen's lockout, transportation difficulties, import and export restrictions, government measures, fire, terrorism, epidemics and pandemics, natural disasters, extreme weather conditions, limited availability of energy, electricity failure, failure of internet, computer network and telecommunication facilities, cybercrime and defects and delays in delivery by suppliers due to circumstances mentioned in this paragraph.
2. If the supplier is temporarily unable to fulfil the agreement due to force majeure or only in a manner that is unreasonably onerous for it, the supplier has the right to suspend performance of the contract. After 6 months, if the force majeure situation still persists, each party is entitled to rescind the agreement in whole or in part. Each party is further authorised to rescind the agreement in whole or in part if, after the force majeure situation has occurred, it is or becomes clear that fulfilment of the agreement by the supplier will be impossible or unreasonably onerous for more than 6 months.

3. In case of suspension and rescission pursuant to paragraph 2, the

supplier shall not be obliged to pay damages. The supplier shall then be entitled to demand payment of the costs it has incurred for the raw materials, other materials, parts and other items purchased, reserved, processed and manufactured by it in execution of the agreement. In case of rescission pursuant to paragraph 2, the buyer is obliged to take delivery of the said goods after payment of the said costs. If the buyer fails to do so, the supplier is authorised to store these items at the buyer's expense and risk or to sell or destroy them at the buyer's expense.

#### Art. 14 Suspension and dissolution

1. If there is good reason to fear that the buyer is or will be unable or unwilling to fulfil the buyer's obligations and in the event of bankruptcy, suspension of payments, shutdown, liquidation or full or partial transfer of the buyer's business, the supplier has the right to require appropriate security for all contractual obligations of the buyer (whether due or not) and to suspend performance of the agreement in the meantime. Failure to provide such security within a reasonable period set by the supplier shall entitle the supplier to rescind the agreement in whole or in part. The supplier has these powers in addition to its other rights under the law, the agreement and these terms and conditions.
2. If the buyer does not fulfil an obligation under an agreement with the supplier, or does not do so properly or in a timely manner, the supplier is entitled to suspend the execution of the agreement and/or to rescind the agreement.
3. In case of suspension and rescission according to paragraphs 1 and 2, the supplier has the right to store the raw materials, other materials, parts and other items purchased, reserved, processed and manufactured by the supplier for the execution of the agreement at the buyer's expense and risk. The supplier may also opt for sale or destruction at the buyer's expense. In case of suspension and rescission according to paragraphs 1 and 2, the supplier shall be entitled to full compensation, but shall not itself be obliged to pay compensation.
4. If the buyer terminates the agreement without the prior written approval of the supplier, the buyer is obliged to pay the full price without notice of default, minus the costs saved by the supplier.

#### Art. 15 Export legislation

1. Buyer compliance with EU and Dutch export laws

The buyer is obliged not to sell, export, re-export, deliver, pass on or otherwise make available the product directly or indirectly to persons, companies, institutions, organisations or countries if this violates European or Dutch export regulations or embargo regulations. This applies in particular to making it available to persons, organisations and institutions on the European sanctions lists.

2. End-use controls

The buyer is obliged not to use the delivered product directly or indirectly in connection with the development, manufacture, handling, operation, maintenance, storage, localisation, identification or proliferation of chemical, biological or nuclear weapons or their carrier technology (e.g. missiles) or in connection with military end-use (e.g. installation in military equipment).

Furthermore, the buyer guarantees that the product - also in the case of resale to third parties - will be used exclusively for civilian purposes. The buyer expressly declares - in particular in the case of onward supply to third parties - that the product will not be used in connection with internal repression, human rights violations or terrorist acts of any kind.

### 3. Duty to inform

The buyer is obliged, upon request, to provide the supplier with adequate and complete information about the end use of the product, in particular to issue so-called End-User Certificates (EUCs) in accordance with the supplier's specifications and to send the originals to the supplier so that the end use and intended purpose of the product can be verified and proven vis-à-vis the competent export control authority.

### 4. Obligation related to requirements for re-exportation

If the buyer faces a re-export request in connection with a licence issued by the competent export control authority for its supply to the supplier, the buyer is obliged to recognise and cooperate in complying with European and Dutch export control provisions and embargo regulations. The supplier will inform the buyer about the characteristics of the specified product as well as the applicable condition in the licence granted to the supplier at the latest prior to delivery.

### 5. Right of rescission

If any required export or intra-Community transfer permits or other foreign trade licences or approvals are not issued by the competent authorities or are not issued in a timely manner, or if other impediments to the performance of the agreement or delivery exist due to foreign trade and embargo regulations that must be observed by the supplier as exporter or transferor or by the supplier's suppliers, the supplier shall be entitled to rescind or terminate the agreement or the separate supply or service obligation, as the case may be.

This shall also apply if corresponding impediments based on export control and embargo legislation - e.g. due to a change in the legal situation - only arise between the conclusion of the agreement and the delivery of the product or performance of the service or in the assertion of warranty rights make the performance of the delivery or service temporarily or permanently impossible, because the necessary export or intra-Community transfer licences or other foreign trade permits or approvals are not granted or are revoked by the competent authorities, or other legal impediments based on compliance with foreign trade and embargo regulations prevent the performance of the agreement.

### 6. Compliance with delivery times

Compliance with delivery times may be subject to the issuance or granting of export or transfer licences or other permits under foreign trade laws by the competent authorities. If the supplier cannot deliver on time due to the duration of the proper execution of an application or permit procedure under foreign commercial law, the delivery period shall be extended accordingly by the duration of the delay caused by this official procedure.

The supplier will inform the buyer of such impediments and keep the buyer informed of its progress.

### 7. Reimbursement of expenses and damages

The buyer is fully liable to the supplier for damages and costs incurred by the supplier due to attributable non-compliance by the buyer with European and/or Dutch export regulations or embargo regulations.

The supplier is not obliged to pay any compensation to the buyer in case of rescission or termination of the agreement according to this article. The supplier is not obliged to compensate any damage suffered by the buyer as a result of the delayed delivery by the supplier due to the approval procedures described in this article (fulfilment of delivery times) or the impossibility of delivery due to a refusal by the supplier.

## Art. 16 Disputes

All disputes based on the agreement and further agreements arising therefrom shall be settled by the competent Dutch court of the supplier's district, unless otherwise provided for by mandatory law.

## Art. 17 Applicable law

All agreements to which these conditions apply are governed by the law applicable in the Netherlands, with the exclusion of rules of referral and conflict of international private law. The applicability of the Vienna Sales Convention is excluded.