



Article 1 General

1. These General Terms and Conditions of Purchase and Subcontracting (hereinafter referred to as GTCPS) apply to all requests from and Assignments granted by the companies belonging to Jan Snel Group B.V..
2. The following definitions shall apply for the purposes of this GTCPS: Client: the entity who grants the Assignment, being a company belonging to Jan Snel Group B.V.; Contractor: the natural or legal person to whom the Assignment is addressed or who has been granted the Assignment; Order: the delivery of items and/or execution of works and/or services assigned by the Client; Principal: the client of a subsidiary belonging to Jan Snel Group B.V.; Agreement: the agreement that is concluded after acceptance of the Assignment.
3. Words in the singular also refer to the plural and vice versa if the context in which they are used so entails.
4. Each Assignment is granted under the suspensive condition of the conclusion of a main building contract between the Client and Principal, as well as approval of the Contractor by the Principal and/or construction management.

Article 2 Assignment Acceptance

1. The Contractor must return to the Client the Assignment sent to him, signed and unaltered, within 8 days of the dispatch date of the Assignment. If the Contractor remains in default of returning the Assignment within the aforementioned period of time and does not raise any objections to the contents thereof, or has commenced with the execution of the Assignment, the Assignment shall be deemed to have been accepted under the conditions stated in the Assignment and under the applicability of this GTCPS.
2. To all the Client's Assignments apply as if they were included verbatim therein:
 - a) all technical and administrative provisions relating to the Assignment and the corresponding drawings, as well as the official records and/or statement(s) of any modifications, explanations and additions pertaining to the above;
 - b) this GTCPS;
 - c) the provisions of the main building contract between the Client and the Principal insofar as they relate to the delivery and/or the work for which the Client has issued an Assignment to the Contractor.
3. The provisions of the Assignment shall at all times prevail over the provisions under paragraphs a, b and c.
4. In the event of any conflict between the provisions and/or documents referred to in Article 2, paragraphs 2a, 2b or 2c, the provisions and/or documents referred to afore shall prevail over the provisions and/or documents referred to later. In the event of any conflict between the provisions and/or documents referred to in Article 2, paragraph 2a, none of the provisions and/or documents shall take precedence over the other, but the provisions and/or documents must be considered in relation to each other, without prejudice to the provisions of Article 2, paragraph 5.
5. The technical specifications and/or the building specifications, the corresponding drawings, reports, as well as the list(s) of changes, explanations and additions are available for inspection by the Contractor at the Client's premises. Upon request, copies of these documents will be provided to the Contractor. Contractor shall be deemed to have inspected the building specifications and all drawings and documents relevant to the matter and to have obtained all other information he required.
6. If the Contractor finds any obvious ambiguities or defects in the Assignment, he is obliged to immediately point them out to the Client and ask for a clarification prior to execution, production or delivery.
7. The provisions and/or general terms and conditions of delivery of the Contractor do not apply to the Assignments issued by the Client, unless the Client expressly accepts them in writing.

Article 3 Obligation of the Contractor

1. The obligations of the Contractor include among other things:
 - a. the delivery to be performed by him and the work to be executed properly and soundly and in accordance with the provisions of the Agreement;
 - b. only to execute the instructions and orders issued by the Client;
 - c. the possession of and, at the Client's request, presentation of his valid proof of registration with an industrial insurance board, in so far as the industrial insurance board provides this, as well as a recent extract from the Companies Register at the Dutch Chamber of Commerce and, in addition, if the Wet Ketenaansprakelijkheid [Dutch Sequential Liability Act] applies, the original guarantee account agreement;
 - d. to provide the Client with a weekly statement, in accordance with a template to be provided by the Client, containing the names and registration numbers with the industrial insurance board of all employees employed by the Client from week to week at the work site;
 - e. to provide the Client, on request, with the wage statements for inspection;
 - f. to comply strictly with all his obligations towards the workers he employs at the work site;
 - g. to each time, at the Client's request, but at least once a quarter, on the Contractor's own initiative, provide an original statement concerning his payment behaviour at the industrial insurance board and an original statement concerning his payment behaviour at the Dutch Tax Authority, as referred to in the directives laid down within the scope of the Wet Ketenaansprakelijkheid [Dutch Sequential Liability Act];
 - h. to refrain from providing quotations and/or offers to the Principal of the Client for expansions, replacements or changes made to the work commissioned by the Principal to the Client;
 - i. to set up its administration in accordance with the guidelines as referred to in Article 16b of the Dutch Social Security Coordination Act [Coördinatiewet Sociale Verzekering] (hereinafter referred to as SSCA);
 - j. to properly insure and maintain insured, for his own account, his work, equipment and materials, as well as his liability; (public liability insurance with a minimum insured value per work, per event of € 2 500 000.-).
 - k. to dispose of excess equipment and tools;
 - l. to always have sufficient and skilled personnel at the work site.
 - m. to ensure that, during the work to be performed by him, a person authorised by him who is fluent in the Dutch language shall always be present at the construction site.

Article 4 Time of delivery

1. The delivery/ies and/or work must commence at the times stipulated in the Assignment and take place in accordance with the schedule to be established by the Client.
2. As soon as the Contractor knows or expects that the goods cannot be delivered on time and/or the work cannot be performed properly on time, the Contractor shall notify the Client promptly in writing, stating the circumstances that are causing this. This notification is without prejudice to his obligations of fulfilment.
3. The working hours of the Contractor must be in accordance with the hours generally applicable at the work site.



4. Client reserves the right to change the order of the work to be executed and/or to further determine the time of delivery, whether or not on a call-off basis, if it deems this necessary in connection with the progress of the construction. In that case, Contractor shall not be entitled to any compensation of damages and/or costs, unless, at the sole discretion of the Client, the costs incurred by Contractor are demonstrably substantially increased as a result of that change and reasonableness and fairness therefore require that (part of) those costs be borne by the Client.

Article 5 Delivery method

1. Delivery shall take place carriage-paid at the agreed place of delivery, including duties to be paid (*Delivered Duty Paid* in accordance with Incoterms 2000), unloaded, at the location(s) to be designated by the Client, with the transport and unloading risk being for the account and risk of the Contractor. The transport of the materials to be used by the Contractor on the construction site shall also be for the account and risk of the Contractor, unless agreed otherwise.
2. Contractor shall use and maintain the equipment made available to him in an expert manner, failing which he shall be liable for all damage and costs.
3. During rest and canteen times, the Contractor's personnel must make use of the canteen facilities made available by the Contractor itself, unless it is stipulated in the Assignment that the canteen facilities may be used that are present at the work site.
4. Upon completion of the Assignment, or such part thereof that (partial) payment can be claimed, the Contractor must be provided with a confirmation note or settlement list signed by the Client's foreman. This receipt is needed for Client's administration and does not yet entitle to any payment.
5. Contractor shall, for its own account, provide the storage space it requires. The horizontal and vertical transport for this shall be for the account of the Contractor, unless agreed otherwise.

Article 6 Ownership

1. Ownership of goods to be delivered or manufactured shall be deemed to have already passed to the Client as soon as the Contractor has started using them, obtained them from third parties, or has manufactured them; he shall keep these goods for the Client, and individualise them and mark them as the property of the Client. Such a transfer of ownership does not imply approval of the work performed.
2. Any materials made available by the Client are, and shall remain, the Client's property under all circumstances and as such shall be marked and individualised by the Contractor in a manner recognisable to third parties; the materials shall be deemed to be in good condition and in accordance with the required specifications, unless the Contractor has submitted a written claim within a reasonable period of time of their receipt.
3. The Contractor shall not be permitted to use the aforementioned items, or cause them to be used or allow them to be used by third parties for or in connection with any purpose other than the performance of the delivery to or the work for the Client, unless the Client has provided its prior express written permission.

Article 7 Approval, inspection and testing

1. The work delivered and/or the work performed shall be in accordance with what is stated in the Agreement, of sound material and proper execution, performed by sufficiently skilled employees under expert supervision, in all respects in accordance with the drawings and specifications and/or at least equal to the samples or models provided or shown to the Client by the Contractor, and fully capable of delivering the performance for the purposes for which the delivery is intended, as well as complying with all standards, laws and government regulations including those relating to safety, health, well-being and the environment in force at the time of the delivery and/or processing.
2. An inspection and/or approval and/or acceptance and/or instalment payment shall not release the Contractor from any guarantee or liability, as arising from the Agreement concluded with him.
3. If the Client so desires, the Client, the Principal and/or the construction management shall have the right to inspect and/or test the items during processing, manufacturing or storage. In that case, Contractor shall ensure that the Client shall have at its disposal such facilities for the purpose of viewing and/or testing as Client may reasonably require. Contractor cannot derive any rights from the results of such a viewing and/or testing. The costs of additional testing shall be borne by the Client if it appears that the materials are in accordance with the requirements of the Agreement; otherwise said costs shall be borne by the Contractor.
4. In the event of a rejection, the Client shall promptly notify the Contractor thereof. At the Client's request, the Contractor shall promptly repair or replace the rejected materials and/or work or part thereof, without the Client being obliged to pay any additional compensation, without prejudice to the Contractor's or any third party's obligation to compensate the Client for any loss or damage, including loss due to any delay.
5. In the event of rejection of the materials and/or the work or part thereof, the Client shall be entitled to suspend payment of the price pertaining to the materials and/or the work or part thereof or part thereof, without prejudice to the Contractor's obligation to compensate for any further loss or damage suffered or to be suffered by the Client as a result of a rejection of the materials and/or work or part thereof.
6. In the event of failure to remove/repair the rejected items, the Client shall be entitled to return these for the account and at the risk and expense of the Contractor.

Article 8 Waste removal and processing

1. After and also during the performance of the work to be performed by the Contracted Party, the Contracted Party shall be obliged to keep the work site clean and to deliver it clean, to process packaging and debris and waste materials in accordance with the requirements arising from the statutory provisions, including, among other things, the environmental laws in general and the Dutch Soil Protection Act [Wet Bodembescherming] and the Environmental Management Act [Wet Milieubeheer] in particular.
2. The Contractor's prices referred to in the Assignment shall also include the costs of separate removal and/or processing, respectively removal and/or storage of all waste materials ensuing from the Contractor's work.
3. Contractor is obliged to make use of closable containers or waste bins etc. rented by him for his own account and risk for the removal, processing or storage of waste materials in connection with his deliveries respectively his work.
4. Contractor is obliged to provide Client with copies of the notification forms under the Dutch Environmental Management Act [Wet Milieubeheer]. Client is entitled to suspend its payment until the obligations arising from the Dutch Environmental Management Act [Wet Milieubeheer] and/or other environmental laws have been fulfilled.
5. If waste is not disposed of at the Client's first request, the Client shall be free to dispose of the waste in question or have it disposed of at the Contractor's expense and risk.



Article 9 Maintenance period and warranty

1. The maintenance periods of the Contractor shall be at least equal to the maintenance periods arising for the Client from the main building contract with the Principal. Even if the work of the Contractor is completed earlier than the time at which the work is completed in full in accordance with the main building contract between the Client and the Principal, the maintenance period of the Contractor shall only end at the same time as the maintenance period agreed for the work between the Client and the Principal.
2. With regard to the items delivered or work performed by the Contractor, Contractor shall provide at least the same warranty that the Client must provide to the Principal, but if the manufacturer's warranty is more extensive than the one referred to above, then at a minimum the warranty provided by the manufacturer shall apply.
3. All costs associated with the repair or replacement of a defect and the return to service of the items/work shall be borne by Contractor.
4. In the event that, in the Client's opinion, the Contractor remedies the defect too late and/or fails to remedy it properly, or if elimination of the defect cannot be deferred, the Client shall be at liberty, after a written demand notice, giving the Contractor a reasonable period of time to fulfil its obligations, to do all that is necessary or to have this done by third parties and to charge all related costs to the Contractor.

Article 10 Price/contract variations

1. All prices mentioned in the Assignment are not subject to application of any price change formula. Unless expressly stipulated otherwise in the Assignment, they include, among other things, the costs of drafting and calculation work, all necessary materials, equipment and documents, the costs of purchasing, transport, packaging, levies, taxes (with the exception of Dutch V.A.T. [BTW]), insurances, permits, premiums, equipment, supervision, labour, certification, reproduction, communication and all other matters whether or not of a temporary nature necessary to complete the Assignment, as well as fees, overhead costs and profit.
2. Additional work and/or other variations to the Assignment, even if it concerns a cutback or an improvement shall only be taken into account if these have been notified beforehand by the Contractor and have been ordered in writing by the Client.

Article 11 Prohibition of assignment/outsourcing

1. Contractor is prohibited from assigning, pledging or transferring ownership of any claims arising from the Assignment to a third party under any title whatsoever without the Client's permission. Neither is the Contractor permitted to subcontract all or part of the delivery/work to a third party without the Client's prior written permission.
2. In the event that Contractor subcontracts all or part of the delivery/work to a third party after the Client's written permission has been obtained, the Contractor must draft a written agreement of which the terms and conditions of the Agreement as concluded between the Client and Contractor must form part, so that the subcontracting Contractor assumes therein the position of Client and the third party that of Contractor. Client may make the granting of its permission, as referred to above, subject to the condition that the subcontracting Contractor establishes an undisclosed pledge on behalf of Client in respect of the rights of the subcontracting Contractor arising from the Agreement with that third party.
3. Without the Client's express prior written permission, Contractor is not permitted to make use of (hired) made available by third parties.
4. In the event that work is outsourced or labour is hired as referred to in the previous paragraphs, Contractor shall be obliged to strictly comply with the administrative regulations pursuant to article 16b CSV [Coördinatiewet Sociale Verzekering - Dutch - Social Security Coordinatio Act].

Article 12 Invoicing

1. Invoices must be submitted to the Client in duplicate and provided with the notes referred to in article 5, paragraph 4.
2. Any Assignments for contract variations as well as changes as referred to in article 10, must be invoiced by the Contractor on separate accounts
3. The invoice must comply with the legal requirements with regard to the Dutch VAT Act. Contractor shall in any case state clearly arranged, the following information on this dated and numbered invoice, insofar as applicable:
 - name, address and place of residence of the Contractor;
 - the assignment number and project number;
 - the work and the place(s) of performance to which the invoice relates;
 - total contract price, amounts already submitted and instalment number;
 - the period and the work performed to which the invoice relates;
 - the name of the administrative agency where the Contractor is registered and its registration number;
 - payroll tax number of the Contractor
 - a statement as to whether or not the reverse charge arrangement in respect to the Dutch VAT applies and, in case of the latter, the amount of the VAT;
 - bank account numbers;
 - guarantee account number;
 - confirmation note number(s);
 - in the event of subcontracting within the meaning of the Wet Ketenaansprakelijkheid [Dutch Sequential Liability Act], the amount of the CSV [Coördinatiewet Sociale Verzekering - Dutch - Social Security Coordinatio Act] payroll (gross wages) included in the invoiced amount based on previously agreed payroll and remittance obligations.

Article 13 Payment

1. If Contractor has fulfilled all its obligations under the Agreement, Contractor may invoice the agreed price to Client, after which payment by Client shall take place within forty-five (45) days of the date of receipt of said invoice.
2. Client shall only pay as soon as the delivery/work or the part to which a (instalment) payment relates has been satisfactorily delivered by the Contractor and after the Contractor, on request, demonstrated that it has paid the employees involved in the work what they are entitled to, as well as that it has paid the social security contributions and payroll withholding taxes owed for these employees.



3. Client shall at all times be entitled to pay the social security contributions and wage tax owed by Contractor in respect to the work, for which it is jointly and severally liable pursuant to the Wet Ketenaansprakelijkheid [Dutch Sequential Liability Act], to Contractor by means of a deposit into his blocked account within the meaning of the Wet Ketenaansprakelijkheid [Dutch Sequential Liability Act]. If a certain percentage of the payroll costs component has been agreed with the Contractor that will be deposited by the Client in the guarantee account, the Client shall be entitled to change this percentage if and insofar as it becomes apparent that the agreed percentage as referred to does not correspond with the social security contributions and payroll withholding tax actually owed by the Contractor.
4. Without prejudice to the provisions of the previous paragraph, the Client shall at all times be entitled to withhold the aforementioned amounts of social security contributions and payroll withholding taxes from the subcontracted sum and to pay these directly on behalf of the Contractor to the relevant industrial insurance board and/or the Collector of Direct Taxes of the Netherlands. In the cases referred to in Article 13, paragraph 3, and this paragraph 4, the Client is discharged vis-à-vis the Contractor, insofar as these amounts are concerned, by the payment thereof.
5. Contractor is obliged to submit to Client, within one month following the completion of the work, his invoice for any amount still due to him, failing which Contractor is deemed to have relinquished any still remaining right of a claim against Client.
6. Without prejudice to the above, payments or invoices can only then be made after the Client has received back the Contractor's signed and unaltered copy of the Assignment.
7. Client is not obliged to pay the invoices if they are not accompanied by the notes or settlement lists signed by the Client's foreman as referred to in Article 5, paragraph 4.
8. If the Contracted Party fails to fulfil its obligations, the Client shall be entitled to suspend its payment obligations towards the Contractor until the Contractor has fulfilled its obligations, without prejudice to the Client's right to claim payment of damages and/or his right to fulfilment or dissolution of the Agreement with substitute payment of damages.

Article 14 Laws and regulations

1. Contractor is deemed to be familiar with all statutory and other regulations, conditions and provisions, including the Dutch Building Decree [Bouwbesluit] and the Dutch Building Materials Decree [Bouwstoffenbesluit], which Client, under the main building contract concluded by it, must comply with and observe when performing the work, of which the work described in the Assignment forms a part.
2. Contractor undertakes to comply with and observe all regulations, conditions and provisions, including construction site regulations, Dutch Health and Safety at Work Act [Arbo-wet], safety legislation, Environmental Management Act [Wet Milieubeheer], in so far as they relate to the delivery and the work to be performed by it, including those relating to safety and working conditions and those relating to nuisance and/or inconvenience to third parties.
In connection with the delivery to be made and the performance of the work contracted by the Contractor, the Contractor itself shall arrange any necessary permits and the implementation of any safety measures.
3. Contractor undertakes vis-à-vis Client to comply strictly with its statutory obligation to pay social security contributions and payroll withholding taxes in connection with the work assigned to it and also to comply strictly with the applicable Collective Labour Agreement (CAO - Collectieve Arbeidsovereenkomst).

Article 15 Industrial and/or intellectual property/know-how /confidentiality

1. Contractor shall indemnify the Client against claims for infringement of industrial and/or intellectual property rights of third parties regarding to the items delivered/services provided by him and shall compensate the Client for all damage that the Client shall and/or may sustain as a result of actions against it by rightsholders with regard to industrial and/or intellectual property rights.
2. Drawings, illustrations, calculations, working methods and procedures provided by the Client shall remain the Client's property and may not be reproduced, copied or made available to third parties or disclosed by the Contractor, or used in any other way than solely for the purposes of this Agreement. Contractor is obliged to return said documents to Client, if Client requests this in writing after delivery/completion, for the account of Contractor.
3. Items and working methods developed by the Contractor in cooperation with or on the instructions of the Client may not be made available to third parties without the Client's written permission. The knowledge acquired by the Contractor during this development is exclusively at the Client's disposal and shall not be disclosed by the Contractor to third parties nor used for his own benefit and/or that of third parties without the Client's prior written permission.
4. Contractor is obliged to maintain the confidentiality of all data, information or know-how obtained from Client, of which Contractor could and should have understood their confidentiality.

Article 16 Recourse and set off

1. Client shall be entitled to set off any amounts owed by it to the Contractor in connection with any Agreement against those claims which Client has on the Contractor.
2. In the event that, after the Client has been held liable for unpaid taxes and contributions payable by the Contractor or subsequent Contractors, had to pay these taxes and contributions, the Client shall have the right of recourse against the Contractor for the full amount paid by the Client, increased by the costs which, without the Client having to provide further evidence, shall be set at 15 % of the amount paid by the Client, increased by the statutory interest on the amount paid by the Client from the time of payment by the Client..
3. Client shall also be entitled to set off any amounts owed by it to the Contractor in connection with the Agreement against claims which are not yet due and which Client has against the Contractor in respect of social security contributions and payroll withholding taxes not paid by the Contractor and/or subsequent Contractors for which Client can be held liable under the Wet Ketenaansprakelijkheid [Dutch Sequential Liability Act].
4. By fulfilment by the Client of its obligation under the Collective Labour Agreement Building Industry [CAO Bouwbedrijf], the Client has the right of recourse against the Contractor in the amount of what was paid by the Contractor in this respect, increased by the costs which, without the Client having to provide further evidence, are fixed at 15 % of the amount thus paid by it, increased by the statutory interest on the amount paid by the Client from the time of payment by the Client.

**Article 17 Liability/insurance/payment of damages**

1. Contractor is liable for all damages, including business losses and costs, that Client and/or third parties, including Principal, may suffer as a result of Contractor's attributable failure or wrongful act. 2. Contractor is obliged (except in the case of delivery) to take out adequate insurance to cover his liability, to pay the premium in advance in full for the duration of his work and to demonstrate to the Client's satisfaction that any pay-outs shall be made directly to the Client, failing which Client shall be entitled to cancel the Agreement without prejudice to the Client's other rights. Client is entitled to request a copy of the policy.
2. Client is entitled, but not obliged, to pay damages and/or to repair all damage caused by Contractor directly and for account and risk of Contractor. Contractor shall in that case promptly reimburse the Client for the costs involved, possibly increased by any court and legal assistance costs paid by the Client, and may then be deducted by the Client from the contract price or from amounts owed to Contractor.
3. To the extent that Contractor's failure to meet its contractual or statutory obligations results in the Client being held liable vis-à-vis third parties, including the Principal, Contractor shall thereby indemnify Client against all consequences of such liability, as well as for the Client's statutory liability vis-à-vis third parties under Article 6:171 of the Dutch Civil Code [Burgerlijk Wetboek].
4. If two or more Contractors have jointly accepted an Assignment, they shall be jointly and severally liable for the entire execution and the ensuing consequences.

Article 18 Substitution/dissolution

1. In the event that the Client is of the opinion that the deliveries or work to be performed by the Contractor are being carried out in such a way that a delay in the construction or a part thereof is occurring or threatens to occur, Client shall be entitled to have the further execution of the deliveries and work carried out by itself or by another party, if Contractor fails to sufficiently expedite the progress of the deliveries and work within the period set in the demand notice, after having received a written demand notice from Client, and/or to complete these as demanded, without prejudice to the Client's right to dissolution of the Agreement and/or to payment off damages.
2. Without prejudice to the right to damages and/or its right to suspend its obligations under the Agreement in whole or in part, the Client is entitled, at its discretion, to regard the Agreement as dissolved in whole or for the part not yet performed, without any notice of default or judicial intervention being required:
 - a. if the agreed delivery period is exceeded, or if it is already clear before the expiry of that period that it will be exceeded;
 - b. if a bankruptcy or suspension of payments of the Contractor is, or threatens to be, petitioned or declared, or if Contractor ceases its business operations;
 - c. if the agreement concluded between the Client and the Principal is terminated or suspended in whole or in part.
3. Without prejudice to the provisions of the previous paragraph, the Client is entitled to dissolve the Agreement in whole or in part, without prejudice to the right to damages and/or its right to suspend its obligations under the Agreement in whole or in part, if the Contractor, after having been given notice of default in writing, fails to fulfil one or more of its obligations under the Agreement, or fails to fulfil them properly or on time, within the period set in the notice of default.
4. In the event of a dissolution not caused by an attributable failure in the performance of the Agreement by the Contractor, the Client shall make payments to the Contractor as full compensation for all the work performed prior to the dissolution, on the basis of the prices and rates stated in the Agreement. If the Agreement does not state these prices and rates, all costs incurred prior to the dissolution that can reasonably be attributed to the performance of the Agreement shall be paid in accordance with generally accepted accounting principles, plus a reasonable compensation for overhead costs and profit. Amounts already paid and those to be withheld shall be deducted from these payments. In the event that dissolution takes place due to an attributable failure in the performance of the Agreement or due to a wrongful act on the part of the Contractor, no payments shall in any event be made for overhead costs and profit, but settlement shall take place of what the Client is entitled to as payment of damages. Client is never liable for damages or costs due to loss of profit as a result of a dissolution and otherwise has no obligations towards Contractor.
5. In the cases referred to in Article 18, paragraphs 1 and 2, Client shall be entitled to use the auxiliary materials, such as scaffolding, hoisting equipment, mortar mixers, transport equipment, etc. present on the construction site, for the completion of the work contracted by Contractor, or to have them used, such with the exception of the situation referred to in Article 18, paragraph 2c.

Article 19 Disputes, applicable law and headings

1. All disputes that may arise between the Client and the Contractor, including those that are only regarded as such by one of the parties, in connection with or as a result of an assignment concluded between them and that cannot be solved amicably, shall be submitted to the civil court in Utrecht.
2. The relationship between Client and Contractor is exclusively governed by Dutch law.
3. Headings above the articles are only intended to increase the readability of this GTGPS and to make it easier to read.