



JET Terms and Conditions of Purchase

Article 1 – Definitions

- 1.1 **Affiliated Companies:** means Just Eat [Takeaway.com](https://www.just-eat.com) B.V. and any of its direct or indirect subsidiaries from time to time.
- 1.2 **Agreement:** agreement(s) between JET and Supplier regarding the Supply (this includes, but is not limited to, an Order, contracts and other agreements between JET and Supplier regarding the Supply).
- 1.3 **Confidential Information:** any information between Parties including information about the existence and content of Agreements, personal data, financial data, commercial agreements, information that is considered confidential by the Parties and all other information of which a reasonable person knows or should reasonably know that this information is confidential.
- 1.4 **JET:** the member of the Just Eat Takeaway.com group of companies which is stated on the Order and enters into the Agreement.
- 1.5 **Force Majeure:** war, fire, flood, strike, labor trouble, force majeure affecting JET's suppliers, accident, riot, acts of God, and any contingencies of like or different character beyond reasonable control of the party claiming force majeure.
- 1.6 **Offer:** A quotation and/or offer in the meaning of relevant national law.
- 1.7 **Order:** orders regarding the Supply between JET and Supplier, including at least (but not limited to) Purchase order(s) (PO) sent by JET .
- 1.8 **Parties:** JET and Supplier (each, a "Party")
- 1.9 **Supplier:** the entity from which JET purchases the goods and/or services set out in an Order.
- 1.10 **Supply:** any goods or services supplied or to be supplied or the work to be performed.
- 1.11 **Terms and Conditions of Purchase:** These Terms and Conditions of Purchase.
- 1.12 **Working Day:** Calendar days except weekends, designated official national holidays and other days designated by JET as holidays.

Article 2 – Applicability

- 2.1 The applicability of any terms and conditions from Supplier are expressly rejected and do not apply.
- 2.2 Deviation from the Terms and Conditions of Purchase is possible only if agreed in writing. For the purposes of these Terms and Conditions of Purchase, 'in writing' is also defined as: by facsimile message, e-mail, the internet, or other electronic media.
- 2.3 In the event of discrepancies between existing, written, specific arrangements (including contracts, non-disclosure agreements, data protection agreements, delivery agreements, attachments, purchase orders, order forms and Offers, but for clarity, excluding any terms and conditions from Supplier), between the Parties, these additional documentation prevail over these Terms and Conditions of Purchase.

Article 3 – Agreement

- 3.1 All Offers of the Supplier are irrevocable and valid for thirty (30) calendar days, unless agreed otherwise.
- 3.2 JET is entitled to terminate any negotiations at any time without giving reasons and without any obligation for compensation of any kind whatsoever.
- 3.3 An Agreement shall only take effect between JET and the Supplier on the earlier of: (i) signature of the Agreement by both Parties; (ii) the Supplier commencing performance of the Supply or otherwise acting in a manner consistent with fulfilling an Order .
- 3.4 If Supplier discovers apparent contradictions and/or errors and/or omissions in the Order or Agreement, Supplier shall bring them forthwith to the attention of JET and seek clarification before proceeding to perform the Agreement. Failure to comply with this provision means that any rights of Supplier's to additional payment lapses.
- 3.5 If JET refers in the Agreement or any corresponding communication to technical regulations, safety regulations, quality requirements or other regulations or requirements which are not appended to the Agreement, the Supplier shall be deemed to be acquainted with their contents, unless it notifies JET in writing to the contrary without delay. JET shall in that case provide the Supplier with further details of the said regulations or requirements.
- 3.6 If use is made in the performance of the Agreement of drawings, specifications, instructions, inspection specifications and similar documents provided by or approved by JET, these shall form an integral part of the Agreement.

Article 4 – Delivery time and terms of delivery

- 4.1 Unless agreed otherwise in writing, the Supply shall be Delivered Duty Paid (DDP, according to the latest version of the Incoterms as determined by the International Chamber of Commerce) at the address specified by JET. Unless otherwise agreed in writing, deliveries will only take place on Working Days during the opening hours of the relevant (appointed) delivery location.
- 4.2 Deliveries shall be made according to the specifications on the Order or in the Agreement. Depending on the specifications, delivery locations may differ.
- 4.3 Dates, times and deadlines applying to Supplier as agreed upon in the Agreement are material deadlines. By the mere act of exceeding the delivery period, the Supplier shall be in default without further written notice. Any (possible) delays by Supplier must be communicated to JET at least seven (7) days before the delivery date. For each day delivery is delayed, JET is able to calculate a fine of 1% of the total price of the Order (cumulative).
- 4.4 JET will monitor Supplier's delivery performance. The delivery performance will be part of the Supplier evaluation on which future business decisions will be based.
- 4.5 JET has the right to postpone delivery for 1 month, as long as this postponement is announced by JET at least one (1) month before the confirmed delivery date by Supplier or requested delivery date if the delivery date has not been confirmed yet.
- 4.6 If timely performance of the Agreement by the Supplier does not seem possible or seems in imminent danger of being delayed, the Supplier shall inform JET thereof in writing without delay. If the Supplier doesn't inform JET about this, it will no longer be able to appeal to those circumstances later.
- 4.7 Partial deliveries may be made by the Supplier only with the prior consent of JET (in conformance with Article 3.7) and only when this does not result in increased costs for JET. JET may refuse to accept partial deliveries for which no prior consent has been given and return them for the account and risk of the Supplier. Delivery earlier than agreed shall always be subject to the prior written consent of JET (in conformance with Article 3.7) and shall not result in any change in the originally agreed terms of payment or warranty period.
- 4.8 In the event of JET being unable to accept the Supply at the agreed time due to Force Majeure, default of its customers or a delay in delivery to its customers, or non-fulfillment or cancellation of the orders by customers, then the Supplier shall, at JET's request, postpone the Supply, without additional costs for JET, for a reasonable period of time determined by JET and Supplier.
- 4.9 All delivered goods by Supplier shall conform to the REACH Regulation (European Community Regulation on chemicals and their safe use, EC 1907/2006) and/or the equivalent requirements under applicable national law or regulation.

Article 5 – Packaging and transport

- 5.1 Supplier ensures proper packaging, as well as security and transport of the Supply in such a manner that they will reach their destination in good state. Supplier shall mention the Order number as provided by JET (or Agreement number if the Order number is not available) and the 'Item Code (JET no.)' as mentioned on the Order on the packing note. Any special requirements set by JET in respect of packaging, transport and/or security shall, provided that they are notified in a timely manner, be duly observed by the Supplier. JET is entitled to return



the Supply to the Supplier, for the account and risk of the Supplier, in the event of failure to comply with the above-mentioned requirements and provisions. Supplier is responsible for complying with local and international regulations regarding packaging where applicable.

Article 6 – Transfer of title and risk

- 6.1 Transfer of title to the Supply to JET becomes effective as soon as the risk is transferred to JET in accordance with the agreed Incoterm, in the absence of which the title is transferred on delivery to JET at the agreed destination address. In the event of JET making payment(s) prior to delivery, the title to the Supply shall be transferred to JET at the time of payment, in proportion to the amount paid. Transfer of title does not imply acceptance of Supplier's performance under the Agreement. Supplier shall store the Supply separate and ensure that it is identifiable for acceptance if applicable.
- 6.2 If the Supplier is responsible for installation or assembly of the Supply, the Supplier shall bear all risk until the installed/assembled Supply is accepted by JET in accordance with the provisions of Article 13, or, if no acceptance test has been agreed, until the Supply has been accepted by JET after commissioning.
- 6.3 If JET provides the Supplier with goods for the performance of the Agreement, including raw materials, semi-finished products, materials and parts, models, specifications, drawings, software and information carriers, these goods shall remain the property of JET. The Supplier shall keep these goods, in its capacity of lender, clearly marked as being the property of JET, in safe custody and in good condition, such for the account of the Supplier, and shall bear all risk of loss or destruction of these goods. The Supplier is obliged to carry insurance for these goods, for its own account, during the time that it has these goods on loan. The Supplier shall ensure that these goods are used exclusively for the performance of the Agreement. The Supplier shall return these goods to JET forthwith, for its own account, after the Agreement has been executed or has expired.
- 6.4 If the Supplier uses the goods provided to it in accordance with Article 6.3 to create other goods, these goods shall be regarded as goods created on behalf of JET and the Supplier shall keep these goods for JET being the owner.

Article 7 – Prices

- 7.1 The prices are fixed, exclusive of VAT, and based on delivery in accordance with the agreed Incoterm. Carriage, customs and statutory taxes are included in the prices but shall be charged separately, unless agreed otherwise in writing.
- 7.2 Additional costs, Supply or services which have not been explicitly accepted in writing by JET (in conformance with Article 3.7) prior to delivery are not eligible for payment.

Article 8 – Invoicing & Payment

- 8.1 The Supplier shall send itemized invoices according to the Order line items (or Agreement description if the Order line items are not available) to JET. Supplier shall mention the Order number as provided by JET (or Agreement number if the Order number is not available) on the invoice. Failing to do so, JET will regard the invoice as not being sent. The invoice date mentioned by Supplier shall be according to the realized delivery date, however not earlier than the agreed delivery date.
- 8.2 Any invoices provided by Supplier will state (at least) the following information:
 - a) name, address, postcode, place of residence, bank/giro number and the required IBAN and BIC details, VAT number, Chamber of Commerce number;
 - b) the billing address;
 - c) the P.O. number;
 - d) the total invoice amount including and excluding VAT; and
 - e) any further requirements in consultation with JET.
- 8.3 Payment shall be made within sixty (60) calendar days after receipt by JET of a valid, undisputed invoice (unless otherwise specified in the Order), provided that where applicable law requires payment within a shorter period, such shorter period shall apply. JET is entitled to suspend payments full or in part where the Supply does not comply with the Agreement, in proportion to the shortcoming.
- 8.4 Payment by JET does not imply acknowledgement by JET that the Supply complies with the Agreement.
- 8.5 If JET does not make the agreed upon payments on time, written notice of default must be sent to JET. In the event of JET being liable to pay interest due to untimely performance of its payment obligations, this shall begin to apply no sooner than 30 days after such notice of default, and be equal to 4% per annum.
- 8.6 JET is entitled to set-off valid claims in money terms received from the Supplier against its own claims, or the claims of JET's Affiliated Companies, which it has towards the Supplier. Supplier is not entitled to a set of claims against JET.

Article 9 – Warranty and indemnity

- 9.1 Supplier is responsible for ascertaining exactly what is required for the Supply. Should Supplier not ascertain what is required, Supplier shall be deemed to be acquainted with (a) the purpose for which the Supply is intended, and (b) the circumstances in which the Supply is to be made.
- 9.2 Supplies will be delivered in the correct sizes/dimensions, quality, amounts, materials, designs and colors as specified in the Agreement. With regard to delivered amounts, unless agreed otherwise in writing, a maximum deviation in amounts of 3% is considered acceptable insofar this is reasonable in relation to the Order. Under no circumstances, JET is held to accept and/or pay for (additional) Supplies, deliveries and/or goods unless (i) Supplier has notified JET of any deviations in advance in reasonable time, (ii) JET has agreed in writing with this deviation and (iii) additional deliveries are invoiced to JET separately.
- 9.3 The Supplier warrants that:
 - a) the Supply complies with the Agreement, with the generally applicable (market) standards, is complete and suitable for the purpose for which it is intended and shall be safe to use with regard to safety and health regulations;
 - b) the Supply is fully in accordance with any requirements as set forth in the Order, specifications, drawings, calculations and/or other documents provided by JET;
 - c) the Supply is of a good quality and free from defects in the design, workmanship and/or materials, does not breach any intellectual property rights of third parties (Supplier indemnifies JET for such damages) and that new materials and skilled personnel are used for the performance of activities forming part of the Supply;
 - d) the Supply at least complies with the relevant regulatory requirements of the European Union, regardless of whether the Supply is to be used inside or outside the European Economic Area (EEA), as well as the locally prevailing legal and regulatory requirements at the place of use, unless otherwise provided in the Agreement;
 - e) it shall deliver the agreed result, regardless of whether the Supply concerns the supply of goods or the provision of services;
 - f) the Supply comprises all relevant certificates, statements, declarations, installation instructions, operating instructions, specifications, drawings, reports, tax related information and other documents;
 - g) insofar as the Supply is affected at a place outside the business areas and/or sites of the Supplier, the laws and regulatory requirements prevailing for that place shall be observed, as well as the regulations declared applicable to that place by JET.
- 9.4 The Supplier warrants that the Supply does not infringe any rights of third parties, including intellectual and industrial property rights and know-how, and indemnifies JET from all claims whatsoever which may be made or brought against JET by any person.



- 9.5 The Supplier warrants that spare parts of the Supply and the maintenance required to keep the Supply in good condition may be acquired from the Supplier by JET, or may be obtained by JET, for a period of ten (10) years, at the ruling market prices.
- 9.6 Where the Supply contains software, software-as-a-service, cloud or similar services from the Supplier, Supplier warrants that such services shall be available at least 99.9% of the time calculated on a calendar month basis ("Uptime Guarantee"), excluding only scheduled maintenance periods where Supplier has provided JET with at least five (5) Working Days' prior written notice. If Supplier fails to meet the Uptime Guarantee, Supplier shall automatically credit JET's account (or refund JET if no further invoices are due) a percentage of monthly fees as follows: 99.0% – < 99.9% uptime: 5% credit; 98.0% – < 99.0%: 10%; and < 98.0%: 25%. The services will be deemed effectively unavailable and Supplier will not be entitled to any fees for any given month where uptime falls below 90%, and JET may deduct such amounts from pending invoices pursuant to Article 8.3. A failure to meet the Uptime Guarantee for any three (3) months in a rolling twelve (12) month period, or any single month where the services are effectively unavailable, shall constitute a material breach of the Agreement entitling JET to terminate the Agreement immediately pursuant to Article 16.1(a) without penalty or liability for further fees.
- 9.7 These express warranties of this Article do not exempt the Supplier from its liability under the law.

Article 10 – Warranty period/repair of defects

- 10.1 Supplier is liable for all damages caused to JET by the Supply and/or Supplier including damage ensuing from non-performance or inadequate performance of the Agreement. Defects which are discovered during a period of 12 months after delivery or, in the event that JET and the Supplier have agreed on an acceptance test, 12 months after acceptance by JET, shall be finally remedied by the Supplier in accordance with the provisions of this Article 10.
- 10.2 The Supplier is obliged to remedy defects at the earliest opportunity, and at all events within a reasonable term set by JET, by means of repair or replacement, unless JET indicates that it will effect the repair or replacement itself, in which case all the provisions of Article 10.4 and 10.5 shall remain in force.
- 10.3 In the event of repair or replacement during the warranty period, a new warranty period of 12 months shall be established for the repaired or replaced items and for all other items which were unusable as a result of the defect, and this new warranty period shall become effective from the time of commissioning or putting into service after repair or replacement.
- 10.4 The Supplier shall bear all the costs incurred to remedy the defects under warranty or on account of non-conformity, including, but not limited to, costs of materials, transport costs, accommodation and traveling expenses, installation and dismantling costs, and all other labor charges.
- 10.5 If the Supplier fails properly to fulfill this repair obligation and/or fails to complete it within the set term, as well as in urgent cases, JET shall have the right to carry out the necessary repairs, or have them carried out by third parties, for the account and risk of the Supplier, and JET shall notify the Supplier thereof as soon as possible.
- 10.6 The ownership and risk of the replaced items lies with the Supplier from the time of replacement. The Supplier shall collect these items, or have them collected, without delay, unless JET makes a request to keep these items for investigation.
- 10.7 The Supplier is aware that JET consigns the Supply to its clients all over the world. This does not invalidate a claim by JET under warranty or on account of non-conformity, and the Supplier shall in that case remedy the defects in accordance with the provisions of this Article. JET is also entitled to assign the warranty rights to its clients.
- 10.8 The provisions of this Article do not exempt the Supplier from its liability under the law.

Article 11 – Complaints

JET is not bound to examine the supplied/installed Supply at the time of delivery. JET will notify the Supplier of the complaint in writing within two (2) months after the discovery of the defect or non-conformity. The Supplier shall in that case remedy the defects within a reasonable term set by JET, in accordance with the provisions of Article 10.

Article 12 – Testing/inspection

- 12.1 Testing/inspection of the Supply may be carried out by or on behalf of JET, at JET's request, either at the Supplier's premises prior to delivery, or at JET's premises after delivery or at the premises of JET's client after delivery. If the testing/inspection takes place at the Supplier's premises, the Supplier shall have the Supply ready for testing/inspection at such a time that the agreed delivery times can be achieved.
- 12.2 The Supplier shall cooperate in the testing/inspection, without further costs for JET, and at JET's request provides reasonable manpower capacity and material assistance to JET for the testing/inspection process. All the costs of or related to the testing/inspection, with the exception of JET personnel costs or the costs of other persons appointed by JET as representatives, are for the account of the Supplier. If the testing/inspection is delayed outside JET's control, or in the event of JET rejecting the Supply during the testing/inspection process, then all additional costs and all the costs of subsequent tests/inspections (inclusive of the costs of JET personnel and JET representatives) shall be for the account of the Supplier.
- 12.3 In the event of JET rejecting the Supply during the testing/inspection process, the Supplier shall be bound to submit the missing, repaired or replacement Supply without delay for testing/inspection, without prejudice to all other rights and remedies of JET. In that case, all the provisions of this Article 12 shall remain in force. Rejection by JET shall not result in postponement of the agreed delivery period.
- 12.4 The testing/inspection of the Supply by or on behalf of JET does not infer or imply that the Supply complies with the warranties given in Article 10 or that it is in conformity with the Agreement.

Article 13 – Acceptance test

- 13.1 If an acceptance test has been agreed on between JET and the Supplier, the Supplier shall in that case submit the supplied or installed Supply for an acceptance test, on a date to be agreed on between the parties in question, for the purpose of determining whether the Supply complies fully with the Agreement. Prior to the acceptance test, JET and the Supplier shall lay down, in joint consultation, the procedure to be followed during the acceptance test. The Supplier shall not offer the supplied/installed Supply for an acceptance test if he knows, or may reasonably assume, that the supplied/installed Supply will not successfully pass the acceptance test.
- 13.2 Within a term to be agreed on between JET and the Supplier, JET shall carry out the acceptance test in cooperation with the Supplier.
- 13.3 The acceptance test shall be considered as being successfully completed when the Supplier has received written notification to that effect from JET, where appropriate stating any minor defects, which do not prevent the commissioning of the supplied/installed Supply.
- 13.4 If the acceptance test is not successfully completed, the Supplier shall modify the supplied/installed Supply, within five (5) Working days after the acceptance test, at no charge and in such a manner that it will successfully pass a subsequent acceptance test. Following this, the supplied/installed Supply shall again be subjected to an acceptance test pursuant to the provisions of this Article 13. All the costs related to this new acceptance test shall be for the account of the Supplier.
- 13.5 If an acceptance test has failed to be successfully completed on more than three occasions, JET shall be entitled to terminate the Agreement with the Supplier, without any obligation to pay costs or compensation of any kind whatsoever.

Article 14 – Insurance and liability



- 14.1 The Supplier shall carry adequate insurance for any liabilities arising both from its legal relationship with JET and under the law. On first request, JET shall be allowed to inspect the insurance policies taken out for this purpose. Any insurance that is necessary in the context of the execution of the Agreement and which the Supplier does not yet have, will be concluded by the Supplier at least before the period of execution of the Agreement.
- 14.2 Any liability of JET towards Supplier is excluded to the extent permitted by law. The total liability of JET towards Supplier is limited to EUR 10,000 (ten thousand euros) or the Order value, whichever is lower. This limitation does not apply in case of willful misconduct or gross negligence by JET or its managing staff.
- 14.3 If a penalty provision has been agreed upon, the fine will be immediately due and payable by Supplier without judicial intervention, notice of default or demand for payment. The fine does not affect any other rights or claims, including, but not limited to, JET's claim for performance and the right to compensation.

Article 15 – Industrial/intellectual property rights – confidentiality and data

- 15.1 The Supplier hereby grants to JET a world-wide, non-exclusive, royalty-free, irrevocable, sub-licensable licence to use any Supplier intellectual property comprised in the Supply or any deliverables.
- 15.2 All intellectual property rights owned by JET in any information or materials it provides shall remain its property. Where required JET grants to the Supplier a non-exclusive, limited, revocable royalty-free, non-assignable license in such information or materials for the Term, solely for the purposes of the Supplier performing its obligations under this Agreement.
- 15.3 Where applicable, JET will provide any required and correct (design) files to Supplier to ensure all Supplies have the correct branding, logos and fonts. Suppliers are not allowed to make changes to these designs without prior written consent of JET.
- 15.4 Parties will not disclose any Confidential Information and the Supplier shall make no copies thereof without the written consent of JET. The Supplier shall also impose this obligation on all its subordinates and non-subordinates that become acquainted with the said confided facts and is responsible for ensuring that these obligations are duly observed. If no Agreement is concluded, or in the event that an Agreement is terminated or expires, the Supplier shall return to JET forthwith, for its own account, everything it has received from JET. JET is allowed to use and share Confidential Information with current and future Affiliated Companies.
- 15.5 All Orders and Agreements of JET are confidential and shall not be made public or otherwise shared by the Supplier for publicity or sales promotion purposes, unless agreed otherwise in writing.
- 15.6 If either party shares any personal data with the other in connection with the Agreement, this disclosure shall be subject to the terms of the JET Data Processing Agreement at: <http://www.justeattakeaway.com/Data-Processing-Agreement>
- 15.7 Where the Supplier processes any JET data (including, without limitation, personal data) during the term of the Agreement, it shall (without prejudice to 15.6) comply with the JET Third Party Security Standard for Suppliers as amended and updated from time to time.
- 15.8 Where the Supply contains software, software-as-a-service, cloud or similar services from the Supplier: (i) Supplier, on behalf of itself and its affiliates, hereby grants to JET and its Affiliated Companies a nonexclusive, irrevocable, transferable (to Affiliated Companies), perpetual (except where a specific duration is set out in the Order), paid-up, royalty-free, worldwide license to use, modify, import, sell, reproduce, display, perform, distribute and otherwise exploit the Supply, including any updates, upgrades or bug fixes by the Supplier. JET shall not decompile, reverse engineer, or disassemble any software contained in the Supply except as permitted by law.

Article 16 – Suspension and termination

- 16.1 JET is entitled to terminate the Agreement, either wholly or in part, without prejudice to all other rights and remedies of JET and/or its right to suspend its obligations under the Agreement and without any obligation to pay compensation of any kind whatsoever in the event that/of:
- Supplier fails to fulfill its obligations on the Agreement, either wholly or in part
 - bankruptcy or temporary suspension of payments, or liquidation of the Supplier's business;
 - Force Majeure.
- 16.2 Without prejudice to the provisions of the previous paragraph, JET is entitled to terminate the Agreement, either in whole or in part, at any time. In such a case, JET shall reimburse the Supplier only for the costs incurred prior to the termination of the Agreement.
- 16.3 If JET is of the opinion that there is sufficient and strong justification for believing that the Supplier will not fulfill its obligations towards JET properly and in a timely manner, the Supplier shall in that case be obliged, on the first request of JET, forthwith to give sufficient guarantee, in the form required by JET, for the performance and fulfillment of all its obligations.
- 16.4 All rights and claims that JET might have or acquire against the Supplier in such cases shall immediately become due and payable in full.
- 16.5 Any and all extrajudicial costs, explicitly including the serving of summonses, the making of proposals (for settlement), and other preparatory acts, and the legal costs incurred by JET as a result of the Supplier's non-performance, shall be charged to the Supplier.
- 16.6 The provisions of this Article do not limit the possibilities of terminating the Agreement in the cases where this is made possible by law.
- 16.7 If no notice period is included in the Agreement, JET may terminate framework agreements or partnerships with due observance of a reasonable notice period, with due consideration of the duration of the Agreement. JET will not owe any compensation to the Supplier in the event of such termination with due observance of the notice period.

Article 17 – Force majeure

In the event of a temporary Force Majeure situation, the Parties shall be entitled to suspend performance of the Agreement for a reasonable term not exceeding four (4) weeks, subject to the condition that the Parties immediately notify the respective other Party thereof after the circumstances resulting in Force Majeure have occurred and stating the cause of the Force Majeure. If one of the Parties is unable to honor its obligations under the Agreement after the end of the said four (4) weeks, JET shall be entitled to terminate the Agreement, without any obligation for compensation of any kind whatsoever or payment of costs. In the event of a continuing Force majeure event, the Supplier is obliged immediately to notify JET thereof and JET is entitled immediately to terminate the Agreement, without any obligation for compensation of any kind whatsoever or payment of costs.

Article 18 – Assignment, transfers and pledging

- 18.1 The Supplier is not entitled to assign the performance of the Agreement or any part thereof to third parties, or to cede or pledge to third parties any rights or claims that the Supplier may have against JET under the Agreement, without the prior written consent of JET.
- 18.2 JET does not allow the Supplier to (re) sell or (re)produce any Supplies that have been created for or delivered to JET without prior written approval or instructions from JET.

Article 19 – Other provisions

- 19.1 If any provision of these General Purchase Terms and Conditions is void, invalid or unenforceable in whole or in part, such provision or the relevant part thereof will not affect the validity, binding effect and enforceability of the other provisions in these terms. Agreements shall remain intact and the provision concerned will be replaced with a provision which corresponds as closely as possible to the meaning and scope of the original provision.



19.2 If Parties do not enter into an Agreement after termination, dissolution or nullification of the Agreement for whatever reason, these Terms and Conditions of Purchase continue to apply insofar as they have independent significance and/or insofar as required for the regulation of the consequences of the termination, dissolution or nullification, including but not limited to the articles 15 and 20.

19.3 These General Terms and Conditions can only be changed in writing. This also applies to this clause 19.3.

19.4 Supplier guarantees that Supplier, its personnel or a legal entity affiliated or contracted by the Supplier and the persons employed by them are not or have not been involved in consultations or agreements with other companies in a manner that could conflict with provisions of the Competition Act (Mededingingswet) or Articles 101 and 102 of the Treaty on the Functioning of the European Union, including: (1) pricing, (2) the coordination of Offers, and / or (3) the division of activities, and/or the equivalent national law or regulation.

Article 20 – Applicable law and jurisdiction

If the JET entity placing the Order is incorporated in the Netherlands:

20.1 This Agreement and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with it shall be governed by and construed in accordance with Dutch law. The courts of Amsterdam, The Netherlands shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of this Agreement.

If the JET entity placing the Order is incorporated in Canada:

20.2 This Agreement and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with it shall be governed by and construed in accordance with the laws of Manitoba and the federal laws of Canada applicable therein. The courts of Manitoba shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of this Agreement.

If the JET entity placing the Order is incorporated in the UK or any other jurisdiction:

20.3 All legal relationships between JET and the Supplier are governed and will be interpreted solely in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.