

GENERAL TERMS AND CONDITIONS OF SKG-IKOB

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FOREWORD

SKG-IKOB Certificatie B.V. (hereinafter: SKG-IKOB) aims to promote quality assurance in a general sense in the construction industry and the built environment, housing and healthcare sectors. Its activities include conducting audits, supporting (sector) organisations in the development of products and services, providing expertise and conducting certification and attestation activities in the sectors above.

SKG-IKOB applies the following principles in all its activities:

- Complete impartiality and independence. This is monitored by the Committee for Safeguarding Impartiality; and
- The expertise of its employees and any external organisations and people working on its behalf.

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Artikel 1 Definitions

1.1. The terms written with initial capitals in these General Terms and Conditions shall have the following meanings:

General Terms and Conditions	the present SKG-IKOB general terms and conditions
Article	an article in these General Terms and Conditions
Declaration of Conformity	a document that SKG-IKOB issues (e.g. an attestation, certificate or trial report) stating that the Product meets all the applicable conditions, including those laid down in an assessment basis or assessment guideline
Services	all services that SKG-IKOB provides to the Client, including activities carried out in connection with (the issue or continuation of) a Declaration of Conformity
Intellectual Property Rights	all (entitlements to) intellectual property rights and similar related rights in the broadest sense, anywhere in the world, including in particular - but not limited to - (1) copyright, (2) design rights, (3) trademark rights, (4) trade name rights, (5) database rights, (6) patent rights, (7) company secrets and know-how, (8) domain names and (9) rights under the doctrine of slavish imitation, including all powers (including, in any event, the exclusive right of publication and reproduction) that the relevant national and international legislation confers or may in future confer thereon
Marks	the SKG-IKOB marks that the Client is authorised to use in connection with the Declaration of Conformity
Quotation	the SKG-IKOB offer or quotation for the provision of Services
Client	the party to which SKG-IKOB issues a cost estimate and/or with which it enters into an Agreement
Agreement	the agreement between SKG-IKOB and the Client for the provision of Services
Parties	SKG-IKOB and the Client jointly
Regulations	the SKG-IKOB Regulations Governing Declarations of Conformity??, which form an annex to these General Terms and Conditions
Written/in Writing	notification by letter or email
SKG-IKOB	SKG-IKOB Certificatie B.V., registered in the business register of the Chamber of Commerce under number 24164317

Artikel 2 **General**

- 2.1. These General Terms and Conditions shall apply to all Quotations, orders, order confirmations and Agreements issued by, from or with SKG-IKOB, as well as to all (legal) acts performed in connection therewith.
- 2.2. Services relating to conformity assessments shall be subject to both these General Terms and Conditions and the Regulations. In the event of any inconsistencies between these General Terms and Conditions and the Regulations, the provisions of these General Terms and Conditions shall prevail.
- 2.3. Natural and legal persons that are directly or indirectly affiliated with SKG-IKOB and involved in any way in the performance of an Agreement may also rely on the provisions of these General Terms and Conditions. This provision is an irrevocable third-party clause for the benefit of persons affiliated with SKG-IKOB.
- 2.4. These General Terms and Conditions shall also apply to future offers, quotations, orders and Agreements between the Parties.
- 2.5. The general terms and conditions of the Client shall not apply to the Agreement, unless otherwise agreed in Writing in advance.

Artikel 3 **Quotation and Agreement**

- 3.1. SKG-IKOB Quotations are without obligation. They shall be valid for two months, unless otherwise stated. SKG-IKOB shall only be bound by a Quotation if the Client accepts it in Writing and on time.
- 3.2. All prices specified in SKG-IKOB Quotations shall be in euro and exclude VAT and other government-imposed levies and taxes, as well as any other costs that SKG-IKOB does not expressly mention. The Client shall acknowledge that additional costs may be payable in addition to the costs for the provision of services by SKG-IKOB, such as certification charges, licence fees for the use of a mark or logo (including the Marks), and fees payable to supervisory bodies, for example.
- 3.3. SKG-IKOB shall be entitled to set the prices for its Services at its own discretion. SKG-IKOB shall not be bound by the prices mentioned above, including those in previous Quotations.
- 3.4. A Quotation may only be accepted in unamended form. Even if the acceptance of the Client differs from the SKG-IKOB Quotation on minor points, this shall be deemed to be a rejection of the Quotation and shall not be binding on SKG-IKOB.
- 3.5. If an SKG-IKOB Quotation contains a clerical error, mistake or ambiguity (or obvious clerical error, mistake or ambiguity), such as a price that the Client knew or ought to have known was unrealistic, SKG-IKOB shall be entitled to revoke the Quotation or terminate the Agreement without being obliged to reimburse any costs or losses. This paragraph shall also apply if the Client has already accepted the Quotation.

- 3.6. An Agreement shall only have been concluded if and to the extent that the Client has approved and returned the Quotation in accordance with the instructions of SKG-IKOB. This shall apply unless SKG-IKOB has already commenced performance of the contract in any way prior to that time; in this situation, the Agreement shall have been concluded at that time.
- 3.7. SKG-IKOB shall be entitled to index the amounts stated in the Quotation in accordance with the index published by Statistics Netherlands (*Centraal Bureau voor de Statistiek (CBS)*). In addition to this inflation adjustment, SKG-IKOB shall be entitled to increase the amounts in the event of a demonstrable increase in costs (including costs payable to third parties), a change in circumstances, or circumstances that could not reasonably have been foreseen when drawing up the Quotation.
- 3.8. The Client shall also be obliged to reimburse SKG-IKOB for all costs and losses arising directly from the failure of the Client to cooperate promptly or in full, and from the termination, delay or interruption of the Agreement by the Client, if and insofar as the cause thereof is not attributable to SKG-IKOB. In the event of the termination of the Agreement, this shall include, amongst other things, the full amount that the Client was required to pay under the Agreement.
- 3.9. If the Client cancels an appointment, SKG-IKOB shall be entitled - depending in part on when the appointment is cancelled - to charge the Client for all or some of the associated costs arising for it as a result.
- 3.10. If the Client fails to pay the costs of an investigation (on time), SKG-IKOB may suspend further processing of the application and/or the conclusion of the Agreement or the issue of the Certificate of Conformity. The same shall apply to the continuation of investigations aimed at continuing the Declaration of Conformity.

Artikel 4 **Payment**

- 4.1. SKG-IKOB shall be entitled to require full payment in advance before commencing performance of an Agreement.
- 4.2. Payments shall be made within 30 days of the invoice date, unless the invoice specifies a different payment term or the Parties have agreed otherwise in Writing.
- 4.3. SKG-IKOB invoices may be paid by bank transfer or direct debit. SKG-IKOB does not accept cash payments or cheques.
- 4.4. The Client shall not be entitled to a set-off, suspension or debt compensation.
- 4.5. If the Client fails to pay on time, it shall be deemed to be in default by operation of law. With effect from this date, SKG-IKOB shall be entitled to charge statutory commercial interest on the full amount due.
- 4.6. If the Client fails to meet one or more of its payment obligations (on time), the Client shall be obliged to reimburse SKG-IKOB for all extrajudicial and judicial costs incurred in seeking satisfaction, whether in or out of court. The reimbursement of such costs shall amount to at least 15% of the total amount outstanding, subject to a minimum of €650 in all cases. In this situation, all claims that SKG-IKOB has against the Client by virtue of any Agreement shall become due and payable immediately.

- 4.7. SKG-IKOB shall be entitled to suspend the provision of its Services until the Client meets all its payment obligations (for whatever reason), or if SKG-IKOB has reason to believe that the Client will be unable to meet its payment obligations, without SKG-IKOB being liable for any costs or losses.

Artikel 5 **Delay or suspension of the Agreement**

- 5.1. If the Client delays or suspends performance of the Agreement for more than one year for whatever reason, SKG-IKOB shall be entitled to terminate the Agreement with immediate effect by giving Written notice to the Client.
- 5.2. If the Client delays or suspends performance of the Agreement for more than one year for whatever reason (and regardless of whether SKG-IKOB exercises its right of termination as described in the preceding paragraph), SKG-IKOB shall be entitled to claim the registration fee from the Client once again.
- 5.3. The start date of the delay or interruption described in Articles 5.1 and 5.2 shall be the date of the notification from the Client in which it notifies SKG-IKOB of the delay or interruption, or, failing that, the date on which SKG-IKOB observes the delay or interruption.

Artikel 6 **Periods**

- 6.1. The periods of time that SKG-IKOB specifies for the completion of its activities shall be based on information that the Client has provided, the circumstances applicable to SKG-IKOB when concluding the Agreement and, insofar as third parties or their services are utilised, on the information provided to SKG-IKOB by the said third parties. SKG-IKOB is not able to make any undertakings regarding the completion time for an Agreement. The periods of time applicable to SKG-IKOB shall always be indicative, unless otherwise agreed in Writing. SKG-IKOB shall endeavour to observe the periods of time specified as much as possible.
- 6.2. Under no circumstances shall the Client be entitled to compensation if a period of time is exceeded. Nor shall the Client be entitled to terminate or give notice to terminate the Agreement if any period of time is exceeded, unless it is exceeded such that the Client cannot reasonably be expected to maintain the relevant part of the Agreement. Where this is the case, the Client shall be entitled to terminate or give notice to terminate the Agreement in part - being the relevant part - provided it notifies SKG-IKOB of this in Writing and without prejudice to the right of SKG-IKOB to proceed to carry out the activities in question within three weeks of the date on which it receives the notification and to demand full payment for the said activities.
- 6.3. The Parties shall enter into consultation with each other if there is a risk that the period of time within which the activities are to be carried out or completed will be exceeded.

Artikel 7 **Term and termination**

- 7.1. An Agreement shall be entered into for an indefinite period, unless otherwise stated in the Quotation.
- 7.2. Notice of termination of the Agreement shall be given in Writing, with due observance of a notice period of at least six months and effective from the last day of the month in question. If the Client gives notice to terminate the Agreement, it shall be required to state the reasons for doing so in the notice of termination.

- 7.3. Notwithstanding Article 7.2, if circumstance arise after concluding an Agreement that lead SKG-IKOB to conclude, for reasons of its own, that it is unable to perform the Agreement for the Client (correctly or in full), SKG-IKOB shall be entitled to terminate the Agreement with immediate effect by means of a Written notification to the Client.
- 7.4. Notwithstanding Article 7.2, the Client shall also be entitled to terminate the Agreement in Writing with immediate effect if it relates to a Declaration of Conformity and the basis for assessment in question (as set out in the Regulations) is amended in a manner that is reasonably unacceptable to the Client and provided it does so within one month of the date on which it became aware of the amendment or could have become aware of it.
- 7.5. If the Client terminates or gives notice to terminate the Agreement, this shall not affect its (financial) obligations to SKG-IKOB or third parties). If the Services or other activities cannot reasonably be ended immediately upon termination of the Agreement, SKG-IKOB shall complete them in the period of time following its termination, subject to the conditions applicable prior to termination (as set out in these General Terms and Conditions).
- 7.6. Where the Agreement relates to a Declaration of Conformity, the Agreement shall terminate by operation of law, by notice of termination, if the Declaration of Conformity ceases to be valid on one of the grounds set out in Article 6.10 of the Regulations, with effect from the date on which the Declaration of Conformity ceases to be valid.
- 7.7. SKG-IKOB shall also be entitled to terminate an Agreement in Writing with immediate effect if:
- a. the Client fails to meet any obligation under the Agreement (including those set out in these General Terms and Conditions and the Regulations) properly or on time;
 - b. the Client is put into liquidation or a winding-up petition is filed for the Client;
 - c. the Client loses the power to dispose of some of its assets; due to attachment, for example;
 - d. the Client ceases its business activities or a significant number thereof, including the liquidation of the business or the transfer of the business to a company to be established or an existing company;
 - e. a decision has been taken to dissolve the Client as a legal entity; or
 - f. the Client proceeds to assign assets or an estate.
- 7.8. If an Agreement is terminated, the Services relating to the Declarations of Conformity to which the Agreement relates shall also be terminated by operation of law.
- 7.9. If SKG-IKOB proceeds to terminate an Agreement or withdraw a Declaration of Conformity for any reason whatsoever (including on the basis of Article 7), it shall not be obliged, under any circumstances whatsoever, to compensate the Client for any costs or losses arising from such termination.
- 7.10. If an Agreement is terminated for whatever reason, all claims that SKG-IKOB has against the Client shall immediately become due and payable in full.

- 7.11. If SKG-IKOB fails to perform the Agreement properly, the Client shall only be entitled to terminate the Agreement if SKG-IKOB, following a proper and detailed Written notice of default setting a reasonable period for remedying the breach, continues to be in breach of essential obligations under the Agreement.

Artikel 8 **Confidentiality when providing the Services**

- 8.1. The Parties shall be obliged to maintain the confidentiality of all that of which they become aware pursuant to an Agreement that is clearly of a confidential nature, or which the other Party has stated is of a confidential nature. This shall also include information about the business and know-how of SKG-IKOB relating to the provision of the Services (such as calculation methods and working procedures). The Parties shall only be entitled to use this confidential information for the purpose of the performance of an Agreement. The Parties shall only share this confidential information with persons and parties (within their organisation and/or group companies, or engaged externally to perform the Services) that reasonably need to be made aware of it.
- 8.2. In addition to the preceding paragraph, SKG-IKOB shall not disclose to third parties the fact that an acceptance procedure for or an investigation into a Declaration of Conformity (as described in Articles 3 and 4 of the Regulations) is ongoing, unless the Client has given SKG-IKOB its Written consent to do so.
- 8.3. SKG-IKOB shall ensure that its officers and any third parties engaged under an Agreement (such as external experts) comply with the confidentiality obligations set out in this Article 8 and maintain their independence.
- 8.4. The obligations under this Article 8 shall not apply:
- a. if a Party is required to disclose confidential information at the request of competent authorities (such as the government, government bodies, judicial authorities or law enforcement agencies). Where this is the case, the Client shall inform SKG-IKOB of the request from such an authority within five calendar days;
 - b. in respect of matters that were demonstrably already available to a Party prior to the first contact with the other Party and, in any event, prior to the signing of the (first) Agreement;
 - c. as soon as the confidential information becomes known in the market through no fault of the Party or, for any other reason, ceases to be regarded as confidential;
 - d. if SKG-IKOB is required to explain certain conclusions to the Client or third parties in the context of its Services. For example, if the Client or third parties (could) misinterpret those conclusions; or
 - e. if SKG-IKOB is of the opinion that there is a risk to the safety, health or welfare of one or more natural persons.
- 8.5. The Client shall acknowledge that SKG-IKOB is required to maintain complete transparency with regard to inspection bodies and other supervisory authorities (including the Dutch Accreditation Council (*Raad voor Accreditatie (RvA)*) and the admissions organisation for quality assurance in the construction industry (*Toelatingsorganisatie Kwaliteitsborging Bouw (TloKB)*) and must grant such bodies and authorities access to the full file of the Client.

- 8.6. SKG-IKOB shall also be entitled to inform the customers of the Client, or other parties, of any sanction it has imposed (such as the suspension or withdrawal of a Declaration of Conformity) on the Contractor if SKG-IKOB is of the opinion that safety is at risk or in order to avoid (further) losses.
- 8.7. SKG-IKOB shall be entitled to publish, or arrange for the publication of, information in a manner to be determined by it regarding the parties for which it has issued a Declaration of Conformity and the current status of such declaration (e.g. issued, suspended or expired), including in a dedicated online register maintained by SKG-IKOB or third parties. In this context, SKG-IKOB shall be entitled to state the name of the Client and of any (sub)labels for which the Declaration of Conformity has been requested. If the Declaration of Conformity relates to a scheme managed by an external programme manager, the change of status may also be sent to the programme manager for publication.
- 8.8. If SKG-IKOB proceeds with disclosure pursuant to Article 8(4), (5), (6) or (7), it shall not be liable to compensate the Client for any loss or costs.

Artikel 9 **Intellectual Property Rights**

- 9.1. All intellectual property rights relating to the Services (including all documents and materials provided to the Client under an Agreement; such as documentation, reports, quotations and preparatory material) shall be vested exclusively in SKG-IKOB and its licensors.
- 9.2. The Client may only publish reports that SKG-IKOB has drawn up in their entirety, without amendment, and stating the name of SKG-IKOB. Publication in any other form shall only be permitted with the Written consent of SKG-IKOB.
- 9.3. The Intellectual Property Rights to all products that the Client supplies to SKG-IKOB shall be vested solely in the Client. SKG-IKOB shall be entitled to disclose and reproduce this information to the extent reasonably necessary for the performance of an Agreement.
- 9.4. The Client shall undertake not to do or omit to do anything that infringes the Intellectual Property Rights of SKG-IKOB or of third parties from which SKG-IKOB has obtained a licence, that invalidates such rights, or that jeopardises the ownership of the rights holder and/or the right of SKG-IKOB to use these Intellectual Property Rights.
- 9.5. The Client shall only be permitted to refer to an SKG-IKOB Declaration of Conformity and to use the Marks in the manner described in Article 8 of and the appendix to the Regulations. The Client shall not state or imply that it holds an SKG-IKOB Declaration of Conformity if this is not (or no longer) the case. When SKG-IKOB so requests, the Client shall immediately, being within 48 hours at the latest, amend or remove all (online and offline) publications that contravene this paragraph, on pain of an immediately payable penalty to SKG-IKOB of €10,000 per instance and €100 per day (including part of a day) that the contravention continues.
- 9.6. The Client shall not be permitted to register marks, trade names, domain names, Google AdWords or similar keywords, or social media pages that include SKG-IKOB trade and brand names or Marks.

- 9.7. SKG-IKOB shall be entitled to mention the trade and brand names of the Client and to use its logo to promote the Services and business of SKG-IKOB, including on its website and social media pages.

Artikel 10 **Liability**

- 10.1. Any liability on the part of SKG-IKOB to pay compensation shall at all times be limited to compensation for direct losses, up to a maximum of the amount that the insurer of SKG-IKOB pays out in the case in question. If an event results in losses for a number of clients or affected parties, the compensation shall be apportioned proportionally among the affected clients or affected parties, with due observance of the exclusions and limitations of liability set out in these General Terms and Conditions.
- 10.2. If the insurer of SKG-IKOB does not pay out, the liability of SKG-IKOB shall be limited to a maximum of the total amount of the payments (excluding VAT) that SKG-IKOB has received from the Client in respect of the Agreement to which the event giving rise to the loss relates and for a period of six months preceding the event giving rise to the loss. Should the above limitations not be upheld (for whatever reason), the liability of SKG-IKOB shall be limited in any event to a maximum amount of €10,000 per contract year.
- 10.3. For the purpose of these General Terms and Conditions, 'direct losses' shall refer exclusively to: (i) reasonable costs incurred in determining the cause and extent of the losses, insofar as such determination relates to losses within the meaning of these General Terms and Conditions, (ii) any reasonable costs incurred in order to bring the defective performance of SKG-IKOB into compliance with the Agreement; and (iii) reasonable costs incurred to prevent or limit losses, insofar as the Client demonstrates that these costs have led to a limitation of direct losses as referred to in these General Terms and Conditions.
- 10.4. Under no circumstances shall SKG-IKOB be liable for indirect losses. Indirect losses shall include but not be limited to: consequential losses, loss of turnover and profit (for example, after missing out on a tender or contract), lost savings, investments made, losses due to business interruption and downtime (for example, the shutdown of a factory or construction site), intangible losses and costs incurred to prevent, establish or limit indirect losses or liability for such losses, and costs incurred to obtain satisfaction for indirect losses, whether at law or otherwise. Neither shall SKG-IKOB be liable for any losses relating to the corruption, destruction or loss of data or documents, nor for any losses and costs arising from (administrative) fines imposed on the Client (for example, by the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*)). Should SKG-IKOB, nevertheless, be liable for indirect losses, the limitations set out in Articles 10.1 and 10.2 shall apply, whereby the aforementioned limitations shall apply to the total combined amount of the direct, indirect and/or other losses.
- 10.5. Any claim for compensation against SKG-IKOB shall lapse 12 months after the date of the event giving rise to the claim.
- 10.6. The Client shall do everything in its power to minimise losses. SKG-IKOB shall not be obliged to compensate losses that could reasonably have been prevented.

- 10.7. The limitations of liability referred to in this Article 11 shall not apply if and to the extent that losses are the result of intent or wilful recklessness on the part of SKG-IKOB, which the Client shall be required to prove, unless the statutory allocation of the burden of proof provides otherwise.
- 10.8. The exclusions and limitations of liability set out in this article shall apply to any (statutory) obligation on the part of SKG-IKOB to pay compensation or losses, such as those arising from an imputable failure to perform an Agreement, or from an Agreement, unlawful acts, reversal and/or indemnification.
- 10.9. SKG-IKOB shall only ever be liable for any imputable failure to perform an Agreement if the Client gives SKG-IKOB proper notice of default as soon as possible, setting a reasonable period to remedy the failure, and SKG-IKOB continues to fail to perform the Agreement even after the reasonable period in question ends.
- 10.10. Where a number of limitations apply to the liability of SKG-IKOB, the limitation resulting in the lowest amount of liability shall always apply.
- 10.11. SKG-IKOB shall only be liable for activities carried out by SKG-IKOB itself or under its responsibility.
- 10.12. SKG-IKOB shall not vouch for third-party data (including data from a calibration institute or laboratory trial results) and shall not be liable for (delays, costs or losses resulting from) (the use of) such data, unless it has notified the Client in Writing that it examined the data and found it to be accurate.
- 10.13. The Client shall indemnify SKG-IKOB against all claims by third parties (including the customers of the Client), on whatever grounds, that are in any way connected with the performance of an Agreement or the reference of the Client to the Declaration of Conformity or Marks. The same shall apply to claims by third parties that relate to the defectiveness (in the broadest sense of the word) of products supplied under or bearing a Declaration of Conformity or the Marks.
- 10.14. The Client shall at all times be solely responsible for ensuring that the products, services and other items it supplies (continue to) comply fully with the relevant regulations. In the event of non-conformity, the Client may not hold SKG-IKOB liable, even if SKG-IKOB has issued or continued a Declaration of Conformity.

Artikel 11 **Performance by third parties**

- 11.1. SKG-IKOB shall be entitled to have (all or part of) the Agreement (including the Services to which the Regulations apply) performed by third parties, including parties that SKG-IKOB engages (such as an auditor or inspector).
- 11.2. SKG-IKOB shall only be entitled to subcontract (some of) the activities arising from the Agreement - in other words, allow such activities to be carried out under the responsibility of a third party - with the Written consent of the Client.

Artikel 12 **Force majeure**

- 12.1. SKG-IKOB shall not be obliged to meet any obligation to the Client or to compensate the Client for any costs or losses in the event of force majeure. Force majeure on the part of SKG-IKOB shall include war, the threat of war, civil unrest, acts of war, fire, flooding, water damage, industrial action, staff shortages, workplace occupation, changing legislation and regulations or the postponement of (the implementation of) legislation and regulations, decisions by supervisory authorities to amend or enforce legislation and regulations, the absence of or failure to obtain permits (in a timely manner), (measures resulting from) pandemics or epidemics, computer and software failures, energy, network or internet failures, and cybercrime (such as hacking and cyber attacks). A force majeure situation shall also be deemed to be any other cause outside the fault or control of SKG-IKOB, regardless of whether such circumstances were foreseeable when concluding the Agreement.
- 12.2. Where third parties relevant to the performance of an Agreement fail to meet their obligations to SKG-IKOB, or fail to do so in a timely manner, due to circumstances that would, according to the first paragraph of this article, result in a force majeure situation for SKG-IKOB, such failure by third parties to meet their obligations, or to do so in a timely manner, shall also constitute a force majeure situation for SKG-IKOB in respect of the Client.
- 12.3. SKG-IKOB shall endeavour to avoid or mitigate circumstances constituting force majeure in order to continue providing its Services as far as possible.

Artikel 13 **Amendments to these General Terms and Conditions**

- 13.1. SKG-IKOB may amend these General Terms and Conditions. Any amendments shall enter into force 30 days after the date on which the Client is informed of the new General Terms and Conditions, unless a later effective date is stated in the notification.
- 13.2. The Client shall agree to reasonable amendments. If the Client does not wish to accept an amendment to the General Terms and Conditions, it may terminate the Agreement within 30 days of the date on which it receives the Written notification described in the preceding paragraph.

Artikel 14 **Other provisions**

- 14.1. Should third parties other than the group companies or subsidiaries referred to in Articles 2:24b and 2:24a respectively of the Dutch Civil Code (*Burgelijk Wetboek*), acquire direct or indirect control over the activities of the Client, the Client shall be required to inform SKG-IKOB of this immediately, within two weeks of the date of such a change, in Writing. SKG-IKOB may take such action as it deems appropriate in this situation.
- 14.2. Any amendments to the provisions of these General Terms and Conditions or an Agreement shall only be valid if they are set out in Writing and relate solely to the Agreement in respect of which they have been discussed and not to other Agreements (as well).
- 14.3. If any provision of these General Terms and Conditions or an Agreement is found to be invalid or non-binding, the Parties shall still be bound by the remaining provisions. The Parties shall replace the invalid or non-binding provision with provisions that are valid and binding and the consequences of which, having regard to the content and purport of these General Terms and Conditions or the Agreement, correspond as closely as possible to those of the invalid or non-binding provision.
- 14.4. All agreements between the Parties (including Agreements) shall apply solely between the Parties themselves. No third party shall be party to any agreement between the Parties. Therefore, Article 6:254(1) of the Dutch Civil Code shall not apply.
- 14.5. If these General Terms and Conditions are translated and there is an inconsistency between the various language versions, the provisions of the Dutch version shall prevail.

Artikel 15 **Applicable law and choice of forum**

- 15.1. These General Terms and Conditions, Quotations and Agreements shall be governed exclusively by Dutch law. The applicability of the 1980 Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 15.2. The Court of Midden-Nederland, Utrecht Division, shall have exclusive jurisdiction to hear disputes between the Parties, unless SKG-IKOB chooses to bring proceedings before a court in another location.