



# **GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES**

*Version as of December 2022*

**BASIC-FIT**

## ARTICLE 1: DEFINITIONS

1.1. Capitalised terms used in these General Terms and Conditions have the following meaning:

|                              |                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement                    | Any agreement between Basic-Fit and the Supplier for the purchase of Good and/or Services provided by the Supplier to Basic-Fit.                                                                                                                                                                                                                                                |
| Basic-Fit                    | Basic-Fit International B.V. or one of its subsidiaries.                                                                                                                                                                                                                                                                                                                        |
| General Terms and Conditions | These General Terms and Conditions for the Purchase of Goods and/or Services.                                                                                                                                                                                                                                                                                                   |
| Goods                        | The goods supplied by the Supplier to Basic-Fit pursuant to the Agreement.                                                                                                                                                                                                                                                                                                      |
| Parties                      | Basic-Fit and the Supplier.                                                                                                                                                                                                                                                                                                                                                     |
| Services                     | The services performed by the Supplier for Basic-Fit pursuant to the Agreement.                                                                                                                                                                                                                                                                                                 |
| Supplier                     | The counterparty of Basic-Fit who supplies the Goods and/or Services to Basic-Fit.                                                                                                                                                                                                                                                                                              |
| Subsidiaries                 | Subsidiaries shall mean with respect to each Party, the legal entities that control, are controlled by, or under common control with, such Party. Control as used in the previous sentence means the direct or indirect ownership of 50% (fifty percent) or more of the equity interest in an entity or the ability in fact to control the management decisions of such entity. |

## ARTICLE 2: APPLICABILITY AND SCOPE OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions apply to requests for proposals, Agreement(s) and any further agreements relating to the Goods and/or Services.
- 2.2. The Supplier expressly accepts the applicability of the General Terms and Conditions and the non-applicability of its own terms and conditions.
- 2.3. These General Terms and Conditions can be (partially or totally) waived only if Parties have expressly agreed to do so in writing.
- 2.4. If any provision of these General Terms and Conditions is invalid or void, the remaining provisions shall remain in full force and Parties shall enter into consultations in order to agree a new provision(s) to replace the invalid or void provision(s), whereby the purpose and the intent of the invalid or void provision(s) shall be observed.
- 2.5. Basic-Fit is entitled to perform one-sided modifications and/or additions to the General Terms and Conditions. Such modifications and/or additions shall not apply retroactively. Basic-Fit shall inform the Supplier in advance in writing about such modifications and/or additions.

## ARTICLE 3: REQUEST FOR PROPOSAL, OFFER AND CONCLUSION OF AN AGREEMENT

- 3.1 Basic-Fit may withdraw or amend a request for proposal at any time. Basic-Fit shall not reimburse any costs or damage related to this.

- 3.2 The offer by the Supplier must be complete and contain the necessary and/or requested specifications and documentation, including but not limited to specifications on the content, the Good or Service, the price, the location and the time of delivery. The offer by the Supplier must include detailed information regarding any deviation from the request for proposal from Basic-Fit.
- 3.3 All costs associated with the offer of the Supplier shall be at the Supplier's expense, unless agreed otherwise.
- 3.4 An Agreement is concluded once an Agreement has been duly signed by both Parties.
- 3.5 Basic-Fit may place purchase orders in any reasonable manner that Basic-Fit determines is appropriate.

#### **ARTICLE 4: AMENDMENTS TO THE AGREEMENT**

- 4.1 Without prejudice to Article 4.2, any amendment to the Agreement shall be made in writing and are subject to mutual agreement.
- 4.2 The Supplier shall accept Basic-Fit's request to change the Agreement, insofar as Basic-Fit may reasonably expect this from the Supplier.
- 4.3 If the Supplier is of the opinion that the changes requested should result in an alteration of the price, time of delivery or any other condition, the Supplier shall notify Basic-Fit within 5 working days in writing.
- 4.4 Unless Basic-Fit accepts such alterations of the price, time of delivery or any other condition in writing, the Agreement shall remain unchanged.
- 4.5 If the Supplier fails to notify Basic-Fit, the Supplier shall fulfil the Agreement including the changes requested by Basic-Fit and the agreed prices and other conditions in the Agreement shall deemed to apply to the relevant alterations.

#### **ARTICLE 5: PRICES AND CONTRACT VARIATIONS**

- 5.1 The Supplier shall execute the Agreement at the prices stated in the Agreement in euros.
- 5.2 All the costs related to the execution of the Agreement (including but not limited to equipment, materials, labour, shipping and logistics) shall be borne by the Supplier.
- 5.3 The Supplier is not entitled to claim additional compensation for additional work, unless the Supplier has agreed in writing in advance with Basic-Fit, the content of the additional work and the applicable price.
- 5.4 The consequences of changes in wages, materials, duties, taxes, import and export duties, excise duties, or other charges on the basis of which the price stated in the Agreement has been established may not be passed on to Basic-Fit by the Supplier. These changes are at the risk and expense of the Supplier.
- 5.5 In case new prices need to be negotiated but the Parties have not agreed on new prices yet, agreed contract price shall remain in force.
- 5.6 All prices are exclusive of Value Added Tax ("VAT") or similar taxes or duties, and are deemed to include lodging and travel costs.

#### **ARTICLE 6: INVOICING AND PAYMENT**

- 6.1. Basic-Fit shall only pay after receiving a complete and correct invoice from the Supplier.

- 6.2. The standard payment term is 30 calendar days from the invoice date.
- 6.3. Invoices dated before the accepted delivery date as well as invoices that are otherwise not correct or incomplete shall not be processed.
- 6.4. Basic-Fit is entitled to suspend its obligations under the Agreement and especially payment in whole or in part if:
- 6.5. the Goods and/or Services do not comply with the Agreement or in the event of any other breach of the Agreement by the Supplier;
- 6.6. Basic-Fit can demonstrate that the invoice is unclear, defective or otherwise irregular.
- 6.7. The above measures shall apply after Basic-Fit has sent a formal notice to the Supplier listing the reason(s) of the payment suspension.
- 6.8. Failure by Basic-Fit to pay any invoice on time or at all on the ground specified in article 6.4 does not entitle the Supplier to suspend or terminate performance of its contractual obligations under the Agreement.
- 6.9. Without prejudice to any other right or remedy, Basic-Fit reserves the right to set off any amount owing at any time from the Supplier to Basic-Fit against any amount due to be paid by Basic-Fit to the Supplier under the Agreement.

#### **ARTICLE 7: GENERAL OBLIGATIONS OF THE SUPPLIER**

- 7.1. The Supplier shall have full right, power, legal capacity and authority to perform its obligations under the Agreement.
- 7.2. The Supplier shall perform its obligations in accordance with the Agreement, generally applicable standards and all applicable laws and regulations, including regulations regarding safety, health, labor law and environment.
- 7.3. The Supplier shall perform its obligations under the Agreement with all reasonable skill, care and diligence and use appropriate and/or qualified employees.
- 7.4. The Supplier shall obtain, maintain and execute all licenses, documents, consents and permissions necessary to perform its obligations under the Agreement.
- 7.5. The Supplier shall keep Basic-Fit informed about the execution of the Agreement and upon request from Basic-Fit the Supplier shall provide Basic-Fit with all such information that Basic-Fit deems necessary.
- 7.6. The Goods and/or the Services shall be state-of-the-art and fully comply with all applicable (legal) standards and requirements and Basic-Fit's specifications and working methods.
- 7.7. The Goods shall be delivered and/or the Services shall be performed free of any special charge or restriction that Basic-Fit has not explicitly accepted in writing. The Supplier shall indemnify and hold harmless Basic-Fit against any costs, damages and/or claims from third parties, arising from Goods and/or Services or acts not accepted by Basic-Fit and/or not in compliance with the Agreement in this respect.

#### **ARTICLE 8: DELIVERY DATES**

- 8.1. All Goods shall be delivered and/or the Services shall be performed by the Supplier in the manner set out in the Agreement, at the agreed location and within the agreed period of time.
- 8.2. The Supplier is obliged to immediately inform Basic-Fit in writing of any delay or foreseeable delay in the performance of the agreement stating the reason, the expected duration and the consequences of the delay. The Supplier shall indemnify and hold harmless Basic-Fit for any costs, damages, claims and liabilities related to such delay.
- 8.3. Without prejudice to any other rights of Basic-Fit, if the Supplier does not deliver within the agreed period of time, Basic-Fit is entitled to impose a penalty of 1% of the price of the Goods and/or Services in question per delayed day, without prior notice of default for each calendar day that the default continues, to a maximum of 10% of the price if the Supplier fails

to fulfill its delivery obligations. If the delivery has become definitively impossible, the penalty is payable in full immediately. Basic-Fit is entitled to set off the penalty amount against payments owed by Basic-Fit.

- 8.4. If the Supplier fails to supply the Goods and/or to provide the Services within the agreed period of time, Basic-Fit is also entitled to cancel the respective order.
- 8.5. Unless otherwise provided in the Agreement, delivery shall not be deemed to have taken place, unless the Goods and/or Services have been accepted by Basic-Fit, including all certificates of approval or necessary documentation required according to the Agreement or by law.

## **ARTICLE 9: TRANSPORT OF GOODS AND OWNERSHIP**

- 9.1 The Supplier bears the risk for the Goods and all related costs until delivery of the Goods, including packaging and transport costs.
- 9.2 Upon delivery of the Goods the title to the Goods will transfer to Basic-Fit, unless Basic-Fit has indicated that it does not accept the Goods.
- 9.3 The Supplier unconditionally and irrevocably waives any right of retention or reclamation right that may accrue.

## **ARTICLE 10: WARRANTY**

- 10.1 The Supplier warrants and represents that the Goods to be delivered and/or the Services to be performed meet the Agreement and guarantees (at least) that the Goods delivered and/or Services performed are according to the specifications (in applicable), complete and suitable for the intended purpose, are of good quality, new and free of any defects in design, manufacturing and materials and free of viruses.
- 10.2 If applicable, the Supplier shall provide Basic-Fit with the relevant instruction manuals and certificates necessary for full use of the Goods and/or Services.
- 10.3 The Supplier shall give at least a 12-month warranty period for Goods from the moment that the Goods have been delivered and/or the Services have been performed and such Goods and/or Services have been accepted by Basic-Fit, unless otherwise agreed in writing in the Agreement.
- 10.4 Expiry of the warranty period does not affect any rights that Basic-Fit may derive from the law and the Agreement.
- 10.5 The agreed warranty will in any case mean that in case of non-compliance, at Basic-Fit's first request, the Supplier will repair or replace the Goods, or supply what is missing as soon as possible without interruption and, if required, will carry out temporary measures. Any costs related to this shall be borne by the Supplier. The latter applies without prejudice to other rights of Basic-Fit from any failure to perform.
- 10.6 In urgent cases and if it can reasonably be assumed that the Supplier cannot or will not be able to properly repair or replace the Goods and/or Service in time, Basic-Fit is entitled to repair or replace the Goods and/or Service itself or via a third party at the expense of the Supplier.
- 10.7 If the Supplier has repaired or replaced the Goods and/or Services on the basis of this Article, the full guarantee period will come into effect again in respect of these Goods and/or Services for the same period of time.
- 10.8 Invoking the warranty or expiry of the warranty period does not affect any rights that Basic-Fit may derive from the law and the Agreement.

#### **ARTICLE 11: SUBCONTRACTING AND ASSIGNMENT**

- 11.1 The Supplier bears full responsibility for its obligations under the Agreement, its personnel, its subcontractors and any third parties engaged by the Supplier. The Supplier shall be liable for the acts and omissions of such subcontractor to the same extent as the Supplier is liable for its own actions and omissions under the Agreement.
- 11.2 The Supplier is not entitled to engage a third party (by subcontracting or otherwise) to carry out any part of the Agreement without prior written consent from Basic-Fit. The Supplier shall replace any such subcontractor upon Basic-Fit's reasonable request. In case Basic-Fit gives its consent, the Supplier shall ensure that the provisions of the Agreement are fully complied with.
- 11.3 The Supplier must fulfil its obligations itself and may not transfer, assign or encumber his rights and obligations under the Agreement either in part or in full, without prior written consent from Basic-Fit.
- 11.4 Basic-Fit shall be entitled to transfer, either wholly or partially, the rights and obligations arising by virtue of the Agreement to a third party. The Supplier shall at first request provide full assistance for this transfer.

#### **ARTICLE 12: AUDIT, QUALITY AND INSPECTION**

- 12.1 Basic-Fit or a third party engaged by Basic-Fit is entitled to inspect or audit the quality of the Good and/or Services during or prior to the delivery and/or performance thereof and any other aspect of the Supplier's performance under the Agreement and the Supplier shall cooperate where necessary.
- 12.2 The Supplier shall provide any relevant information within a reasonable time period upon the request of Basic-Fit and shall furthermore assist Basic-Fit in its best way.
- 12.3 The Supplier shall grant Basic-Fit or a third party engaged by Basic-Fit free access to carry out inspections and audits.
- 12.4 The Supplier shall be informed of any planned audit in good time. In the event of any non-compliance being ascertained, the Supplier undertakes to submit and implement an action plan. Basic-Fit shall always be entitled to perform an unannounced audit when it deems fit. Notwithstanding the foregoing, Basic-Fit will always strive to inform the Supplier in advance about an upcoming audit. If the audit reveals incompliance, the Supplier undertakes to submit and implement an action plan to become compliant.
- 12.5 Any change in the Supplier's certification status and its subcontractors must be communicated to Basic-Fit.

#### **ARTICLE 13: MATERIALS AND EQUIPMENT**

- 13.1. The Supplier, at its own risk and expense, shall arrange for any necessary materials and equipment for the performance of the Agreement, that are not provided by Basic-Fit, unless otherwise agreed in writing.
- 13.2. The Supplier is responsible and liable for the quality of the materials and equipment and must arrange for adequate insurance in this regard at its own risk and expense, unless otherwise agreed in writing.

#### **ARTICLE 14: LIABILITY AND INDEMNITY**

- 14.1 The Supplier shall be fully liable to Basic-Fit for all damages (such as material, direct or indirect or consequential damages), suffered by Basic-Fit, caused by or resulting from acts or

- omissions on the part of the Supplier, its personnel and/or stakeholders or other third parties used by the Supplier in connection with the execution of the Agreement.
- 14.2 The Supplier shall indemnify and hold Basic-Fit harmless against any damages, claims, actions, proceedings, losses, expenses and costs suffered by Basic-Fit, including without limitation each of those claimed by third parties, arising out of or in connection with the Agreement, any act or omission of the Supplier, personnel and/or stakeholders or other third parties used by the Supplier in connection with the performance of the Agreement.
- 14.3 The Supplier shall indemnify and hold Basic-Fit harmless against criminal fines and administrative sanctions that are related to implementation of the Supplier's obligations under the Agreement, regardless of the Party on whom the fine or sanction is imposed.
- 14.4 In no event exceptions or limitations of liability which the Supplier agrees with its subcontractors and/or third parties shall be claimed against Basic-Fit.
- 14.5 The Supplier shall take out and maintain such insurance policies that are adequate and sufficient to cover any risks that may arise from the Agreement. At the request of Basic-Fit, the Supplier will provide Basic-Fit with the insurance certificates and inform Basic-Fit of any changes.
- 14.6 In no event shall Basic Fit be liable for any indirect damages suffered by the Supplier (including but not limited to loss of revenue, loss of profits or any other consequential or incidental damages) based upon the Agreement, unless caused by gross negligence or willful misconduct.
- 14.7 The liability of Basic-Fit for all claims or losses howsoever arising shall never exceed an amount equal to one year of invoicing, taking into account an average of the 3 previous years of invoicing (if applicable).

#### **ARTICLE 15: FORCE MAJEURE**

- 15.1 A force majeure event means a situation which causes failure or delay in the performance of the obligations of a party due to an event which is beyond its control.
- 15.2 The following events are deemed to be force majeure event: lockdown measures taken by the government or governmental or administrative measures taken to cope with epidemic situation or sanitary crisis in part or totality of the territory and which prevent the Party from performing its obligation(s).
- 15.3 If one of the Parties experiences a situation of force majeure, the other Party shall have the right to suspend the implementation of its own obligations under the Agreement, without any of the Parties being liable for compensation as regards the other Party.
- 15.4 The Party invoking force majeure shall notify the other Party in writing within two (2) calendar days, stating the reasons and the expected duration of the force majeure.
- 15.5 If the situation of force majeure should last longer than 30 calendar days, the other Party shall have the right to terminate the Agreement with immediate effect and without court intervention by giving notice in writing and without any right to damages arising.
- 15.6 Force majeure on the part of the Supplier shall not include sickness/lack of personnel, unavailability of employees for any reason (including strike), auxiliary staff, breaches by any third party engaged by the Supplier, sub-contractors or carriers or a shortage of resources.

#### **ARTICLE 16: BREACH OF THE AGREEMENT AND DEFAULT**

- 16.1 If the Supplier breaches one or more obligations of the Agreement, Basic-Fit shall send the Supplier a written notice of default with a reasonable period of time in which the Supplier can

- still remedy its breach. This reasonable period of time is a strict deadline and shall in no case constitute an extension of the initial deadline.
- 16.2 The Supplier shall be in default without further notice of default being required if: (i) the Supplier fails to remedy its breach within the period of time as mentioned in article 16.1 or (ii) performance is permanently impossible.
- 16.3 If the Supplier is in default, Basic-Fit is entitled, without prejudice to its other rights and remedies, to:
- (i) demand performance of the obligations of the Supplier in accordance with the Agreement (if possible);
  - (ii) engage a third party to have the Goods delivered and/or the Services performed by a third party;
  - (iii) claim damages;
  - (iv) terminate the Agreement with immediate effect in accordance with [Article 17](#), without this entitling the Supplier to a right to compensation.
- 16.4 Any cost, whether direct or indirect, incurred by Basic-Fit as a result of the default of the Supplier shall all be for the account of the Supplier.

#### **ARTICLE 17: TERMINATION**

- 17.1 Basic-Fit is entitled to terminate the Agreement at any time with due observance of a reasonable notice period of at least two (2) months, unless otherwise specified in the Agreement.
- 17.2 Basic-Fit has the right to suspend performance of any of its obligations under the Agreement or to terminate the Agreement with immediate effect, without judicial intervention and without any notice of default being required, if:
- (i) the Supplier has taken a decision to dissolve the legal entity or company;
  - (ii) the Supplier has applied for or has been declared bankrupt or, a suspension of payments has been applied for or granted, whether or not temporarily, suffers or permits the appointment of a receiver for its business or assets;
  - (iii) the Supplier becomes insolvent;
  - (iv) the Supplier makes a general assignment for the benefit of creditors;
  - (v) the Supplier merges, splits or in any way ceases or transfers (part of) its business or ceases to exist;
  - (vi) in the event of any assignment or transfer of the control over the Supplier or its parent company;
  - (vii) the Supplier is in a situation of force majeure for more than 30 calendar days,
  - (viii) the Supplier is in default in accordance with [Article 16](#);
  - (ix) the Supplier does not behave in accordance with the standards and principles set out in the Supplier Code of Conduct as defined in [Article 18](#);
  - (x) any event or circumstance that becomes known to Basic-Fit that, in its sole opinion, will or may adversely affect the Suppliers ability to comply with the Agreement and its legal obligations.
  - (xi) any event or circumstances that becomes known to Basic-Fit that in the opinion of Basic-Fit might harm Basic-Fit in a way that the Constructor cannot expect from Basic-Fit to continue the cooperation and Agreement.
- 17.3 Each termination as referred to in this Article must be done by registered letter.
- 17.4 In the event of termination by Basic-Fit as referred to in this article, Basic-Fit shall not be

liable to pay the Supplier compensation for the performances that have not been carried out by the Supplier and the Supplier shall not be entitled to any compensation in relation to the premature termination of the Agreement.

- 17.5 Any undue payments made by Basic-Fit to the Supplier must be repaid by the Supplier, plus statutory interest from the day of payment.
- 17.6 Any claim by Basic-Fit against the Supplier by virtue of termination under this Article is payable with immediate effect and in full.
- 17.7 The Supplier remains obliged to complete all orders received from Basic-Fit before the termination date, without any limitation unless agreed otherwise in writing by Basic-Fit.

#### **ARTICLE 18: BASIC-FIT SUPPLIER CODE OF CONDUCT**

The Supplier received and understands the Basic-Fit Supplier Code of Conduct in which Basic-Fit formulates the standards of conduct for cooperation with partners. Basic-Fit expects its Suppliers to take note of this Supplier Code of Conduct and to behave in accordance with the standards and principles set out therein. The Supplier Code of Conduct is part of the Agreement.

#### **ARTICLE 19: CONFIDENTIALITY**

- 19.1 Parties undertake not to disclose in any way whatsoever anything that they learn during the implementation of the Agreement and of which the confidential nature is known or can reasonably be presumed (including but not limited to information regarding business operations, financials or technical aspects), or to use it for its own purposes, except insofar as any legal provision or court ruling forces the Party to disclose.
- 19.2 Parties shall make sure that the persons working for them or third parties engaged by them observe this confidentiality obligation and shall guarantee their compliance with this obligation. The Supplier shall have its personnel and third parties sign a confidentiality agreement at the first request of Basic-Fit.
- 19.3 At the first request of Basic-Fit and at any moment when the Agreement is terminated, the Supplier shall provide Basic-Fit at once with all data (written documents, computer files, etc.) it has in its possession in connection with the Agreement at its own costs or the Supplier shall destroy all data, at Basic-fit's discretion, providing the proof of the destruction.
- 19.4 In the event of a violation of the preceding paragraphs by the other party and/or the persons working for that party and/or third parties engaged by that party, Parties are entitled to immediately suspend the Agreement by means of a registered letter or to terminate the Agreement without judicial intervention and without notice of default, without this giving rise to a right to compensation to the other party.
- 19.5 Any breach of confidentiality obligation in this Article by the Supplier or a third party (parties) shall entitle Basic-Fit to charge the Supplier an immediately payable fine of € 50,000 for each and every event, without prejudice to Basic-Fit's right to claim full damages for any loss suffered.

#### **ARTICLE 20: PUBLICITY AND COMMUNICATION**

The Supplier is not entitled to refer third parties in any way whatsoever to the existence of the Agreement, the content of the Agreement nor to the results of the implemented performance in, including but not limited to brochures, websites, advertisements, newspapers, procedures and letters., unless with the prior written consent of Basic-Fit.

## **ARTICLE 21: GENERAL DATA PROTECTION REGULATION**

- 21.1. The Supplier shall comply with the obligations arising from the General Data Protection Regulation (DGPR) or any other national law that is applicable with regard to data protection. If the Supplier acts in breach of the GDPR, the Supplier shall hold Basic-Fit harmless against all claims and damage arising therefrom.
- 21.2. Insofar the Supplier processes personal data on behalf of Basic-Fit, and qualifies as 'processor' as referred to in article 4 (8) GDPR, a data processing agreement will be concluded between Parties in accordance with the draft to be provided for that purpose by Basic-Fit.
- 21.3. The Supplier is never entitled to use personal data it receives (regardless of how such data were received) or may have access to, or share this with others than Basic-Fit, without the explicit permission of Basic-Fit, unless there are legal obligations to the contrary.

## **ARTICLE 22: INTELLECTUAL PROPERTY**

- 22.1. All (claims to) intellectual property rights (IP rights) resulting from the Agreement belong to Basic-Fit, unless otherwise agreed in writing. The Supplier shall transfer these (claims to) IP rights - insofar as necessary - to Basic-Fit free of charge and shall, to the extent possible, waive all possible IP rights for itself and its staff. On first request, the Supplier shall cooperate, free of charge, in effecting the transfer.
- 22.2. The Supplier acknowledges and agrees that Basic-Fit shall owe all rights to any improvements of Basic-Fit's intellectual property made by the Supplier and to any developments done by the Supplier under the Agreement. The Supplier hereby irrevocably and (in)directly transfers all rights to each of the improvements and developments to Basic-Fit.
- 22.3. The Supplier grants Basic-Fit a non-exclusive, irrevocable, worldwide and permanent right to use any intellectual property rights (IP rights) regarding the Goods and/or Services free of charge, insofar these Goods and/or Services are subject to any IP rights which do not belong to Basic-Fit. The Supplier guarantees that it is entitled to grant such right of use.
- 22.4. The Supplier warrants that the (use of) Goods and/or Services provided by the Supplier does not infringe any IP rights or other rights of third parties and are free from any special charges or restrictions which could prevent the use by Basic-Fit free-of-charge, such as patent rights, trademark rights, design rights or copyrights. The Supplier shall indemnify and hold harmless Basic-Fit against all claims of third parties in this respect and shall compensate Basic-Fit for any (resulting) damage.
- 22.5. If there is disagreement between Parties regarding the IP rights resulting from the Agreement, the IP rights will be deemed to belong to Basic-Fit, unless proven otherwise. In all cases Basic-Fit may continue to use the outcome of the results as intended by the Agreement.
- 22.6. Unless otherwise agreed in writing, the Supplier does not obtain any right of use with regard to any result of the Agreement.
- 22.7. The Supplier shall not adopt any trademark, trade name, labeling or packaging which is deceptively similar to or likely to cause confusion with respect to Basic-Fit's intellectual property and/or the Goods and/or Services.

### **ARTICLE 23: ACQUISITION OF PERSONNEL**

No Party shall, without the consent of the other Party, during the execution of the Agreement and within one year after termination thereof, employ or negotiate with the other Party's personnel to take up employment. Such consent shall not be unreasonably withheld.

### **ARTICLE 24: APPLICABLE LAW AND DISPUTES**

- 24.1. The applicability of the Vienna Convention ('the United Nations Convention on Contracts for the International Sale of Goods') is expressly excluded.
- 24.2. The Agreement and all related documents are governed by the law of the country where the Basic-Fit entity that has entered into the Agreement has its registered office.
- 24.3. Any dispute arising from the Agreement or a related document shall be subject to the judgment of the competent court where the relevant Basic-Fit entity that entered into the Agreement has its registered office.