

ibs.works



IBS bv

General Terms & Conditions

IBS EN version April 2020



GENERAL TERMS AND CONDITIONS

These are the General Terms and Conditions of IBS (hereinafter referred to as “**IBS B.V.**”), a company established at Papendorpseweg 100, 3528 BJ, Utrecht. IBS B.V. is registered with the Chamber of Commerce under number 50215558.

1. Definitions

In these General Terms and Conditions, the terms mentioned below have the following meaning unless expressly stated otherwise:

General Terms and Conditions: these general terms and conditions as stated below.

Company: the Other Party acting in the course of a business or profession.

Civil Code: the Dutch Civil Code.

Order: All activities and services, in whatever form, that IBS B.V. or its employees, or persons it hires, performs or provides for or on behalf of the Other Party.

Service: All activities, in whatever form, that IBS B.V., its employees or secondees it employs, performs for or on behalf of the Other Party.

Employee: Employee / Seconded of IBS B.V.;

Agreement: Any agreement concluded between IBS B.V. and the Other Party.

Other Party: the Company that has accepted these General Terms and Conditions and has given an order to provide a Service.

Unless the General Terms and Conditions explicitly state otherwise, the singular includes the plural and vice versa and reference to the male form includes the female form and vice versa.

2. Applicability

- a. These General Terms and Conditions apply to every offer, quotation and agreement concluded between IBS B.V. and the Other Party, unless the Parties have explicitly deviated from these General Terms and Conditions in writing.
- b. These General Terms and Conditions also apply to agreements with IBS B.V. for the execution of which third parties must be involved.
- c. The applicability of General Terms and Conditions of the Other Party is expressly rejected.
- d. Deviations from the Agreement and General Terms and Conditions will only be valid if they have been expressly agreed in writing between the Parties.

3. Quotations and/or offers

- a. All quotations and/or offers where the contrary is not explicitly stated will be deemed to be a non-binding offer and may be revoked at any time, even if they contain a deadline for acceptance. Offers/quotations may also be revoked by IBS B.V. in writing within seven days of receipt of acceptance, in which case no agreement has been concluded between the Parties.
- b. All quotations and/or offers by IBS B.V. are valid for two months, unless stated otherwise.
- c. IBS B.V. cannot be held to its quotations and/or offers if the Other Party should have understood, on the basis of reasonableness and fairness and generally accepted views, that the quotation and/or offer, or a part thereof, contains an obvious mistake or error in writing.
- d. If the acceptance, whether or not on minor points, deviates from what's included in the quotation and/or offer, IBS B.V. will not be bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless IBS B.V. indicates otherwise.

4. Conclusion of the Agreement

- a. The Agreement is concluded by the Other Party's acceptance of the quotation and/or offer of IBS B.V.
- b. Quotations and/or offers can only be accepted in writing (including electronically). IBS B.V. is nevertheless entitled to accept a verbal acceptance as if it had been made in writing.



- c. At the moment that IBS B.V. receives an order confirmation from the Other Party, an Agreement will be concluded between the Parties, or at the moment that IBS B.V. actually commences the execution of the Order.
- d. The Agreement will replace all previous proposals, correspondence, agreements or other communications, whether written or oral.

5. Execution of the Agreement

- a. The Agreement will be executed by IBS B.V. to the best of its knowledge and ability, in accordance with the requirements of good workmanship. The application of Sections 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code is expressly excluded.
- b. IBS B.V. will determine the manner in which and by whom the Order will be executed. IBS B.V. is entitled to have certain activities performed by third parties.
- c. IBS B.V. is entitled to execute the Agreement in phases. If the Agreement is executed in stages, IBS B.V. will be entitled to invoice each part executed separately. If and as long as this invoice is not paid by the Other Party, IBS B.V. will not be obliged to execute the next stage and will be entitled to suspend the Agreement.

6. Amendments and additional work

- a. If during the execution of the Agreement, it becomes apparent that it is necessary for proper performance to amend or supplement the Agreement, IBS B.V. will inform the Other Party of this as soon as possible. The Parties will then amend the Agreement in good time and in mutual consultation.
- b. If the Parties agree that the Agreement will be amended or supplemented, this may affect the time of completion of the execution. IBS B.V. will inform the Other Party of this as soon as possible.
- c. If the amendment or supplement to the Agreement will have financial, quantitative and/or qualitative consequences, IBS B.V. will inform the Other Party in advance.
- d. If a fixed rate or fixed price has been agreed, IBS B.V. will indicate the extent to which the amendment/supplement to the Agreement will affect the rate/price. In doing so, IBS B.V. will try - as far as possible - to provide a quotation in advance.
- e. Amendments to the originally concluded Agreement between the Parties will only be valid from the moment that these amendments have been accepted by both Parties by means of a supplemental or amended Agreement.

7. Obligations of the Other Party

- a. The Other Party will ensure that all data, instructions, materials and/or equipment that IBS B.V. indicates are necessary or that the Other Party should reasonably understand are necessary for the execution of the Agreement are available in good time. The Other Party must also grant IBS B.V. access and all powers and authorisations that are necessary for the proper execution of the Order.
- b. The Other Party is responsible for (the use of) the hardware and software in its organisation, as well as for the control and security procedures and adequate system management.
- c. If it has been agreed that the Other Party will make software, materials or data available on data carriers, these will comply with the specifications necessary for the execution of the work.
- d. IBS B.V. will not be liable for damage of any nature whatsoever as a result of IBS B.V. relying on incorrect and/or incomplete information provided by the Other Party, unless IBS B.V. should have been aware of such incorrectness or incompleteness.
- e. If the materials provided by the Other Party are protected by intellectual property, the Other Party guarantees that it has the required licences.
- f. The Other Party must refrain from conduct that makes it impossible for IBS B.V. to execute the Order properly.
- g. If work is executed by IBS B.V. or third parties engaged by IBS B.V. in the context of the Order at the Other Party's location or a location designated by the Other Party, the Other Party will provide the facilities reasonably required free of charge.
- h. If the Other Party has not fulfilled its obligations as set out in this Article, IBS B.V. will be entitled to suspend the execution of the Agreement and/or to charge the Other Party for the extra costs arising from the delay in accordance with its usual price or rates.

8. Provisions applicable to secondment

- a. The Other Party will select the Employee to be employed by IBS B.V. in the context of the execution of the Agreement on the basis of a nomination by IBS B.V.
- b. The selection referred to in paragraph 1 will take place by means of an interview between the Other Party and the Employee, as well as by means of IBS B.V. providing the Other Party with an overview of the training courses and work experience of the Employee concerned, or by means of another working method agreed upon by the Parties;
- c. IBS B.V. will make the Employee referred to in the Agreement available to the Other Party to execute work under the Other Party's management and supervision.

The results of the work will be at the Other Party's risk. Unless agreed otherwise in writing, the Employee will be made available to the Other Party for forty hours a week.

- d. The Other Party may only deploy the Employee made available for work other than the agreed work if IBS B.V. has agreed to this in writing in advance.
- e. The Other Party will only be permitted to make the seconded Employee available to a third party to work under the management and supervision of that third party if this has been expressly agreed in writing.
- f. IBS B.V. will make every effort to ensure that the Employee who is made available remains available for work during the term of the Agreement during the agreed days, except in the event of illness of the Employee or when terminating employment. Even if the Agreement has been entered into with a view to performance by a specific person, IBS B.V. will always be entitled, after consultation with the Other Party, to replace this person by one or more persons with the same qualifications.
- g. The Other Party will be entitled to request replacement of the Employee made available if the Employee made available demonstrably does not meet explicitly agreed quality requirements and the Other Party informs IBS B.V. of this within three working days after commencement of the work, stating reasons, or in the event of long-term illness or termination of employment of the Employee made available. IBS B.V. will immediately give priority to the request. IBS B.V. does not guarantee that replacement will always be possible. If replacement is not possible or not immediately possible, the Other Party's claims to further execution of the Agreement will lapse, as will all claims of the Other Party due to non-performance of the Agreement. The Other Party's payment obligations in respect of work carried out will remain unaffected.

9. Confidentiality and transfer of personnel in the event of secondment

- a. The Other Party and IBS B.V. will ensure that all information received from the Other Party that is known or should reasonably be known to be of a confidential nature will remain confidential. This prohibition does not apply to IBS B.V. if and in so far as the provision of the relevant information to a third party is necessary pursuant to a court ruling, a statutory regulation or for the proper execution of the Agreement by IBS B.V. The party receiving confidential information will only use it for the purpose for which it has been provided. Information will in any event be regarded as confidential if it has been designated as such by one of the Parties.

- b. During the term of the Agreement, each of the Parties will only employ Employees of the other party who are involved in the execution of the Agreement or otherwise have them work for it, directly or indirectly, with the prior written permission of the other party. This permission may be subject to conditions, including obtaining a number of hours worked and/or the condition that the Other Party pays IBS B.V. a reasonable fee. This reasonable fee will be determined in accordance with 25% of the gross annual income of the Employee.
- c. After the end of the Agreement, each of the Parties will only employ Employees of the other party who are involved in the execution of the Agreement or otherwise have them work for it, either directly or indirectly, if - in the event that as a result the Employee is no longer deployable for IBS B.V. - the Other Party pays a reasonable fee to IBS B.V. for the services provided in connection with the secondment, recruitment and/or training of the Employee concerned. This reasonable fee will be determined in accordance with 25% of the gross annual income of the Employee.

10. Working hours, overtime and working conditions during secondment

- a. The working hours, rest periods and working time of the Employee are equal to the times and duration customary for the Other Party. The Other Party guarantees that the working hours, rest periods and working time comply with the relevant legislation and regulations.
- b. The Other Party will inform IBS B.V. of an intended (temporary) closure of its company or organisation.
- c. The Other Party is obliged towards IBS B.V. and the Employee to comply with the relevant legislation and regulations in the field of workplace safety and working conditions.
- d. If the Employee, on the instructions of or at the request of the Other Party, works longer per day than the agreed or customary number of working hours or is working outside the customary working days at IBS B.V., the Other Party will owe IBS B.V. the agreed overtime rate for these hours, or, in the absence of an agreed overtime rate, the customary overtime rate at IBS B.V.
- e. Costs and travel time will be charged to the Other Party in accordance with the rates and agreements agreed in the Agreement.

11. Liability in the event of secondment

- a. IBS B.V. accepts no liability for the quality of the results of the work carried out under the Other Party's supervision and management.

12. Rates

- a. Unless expressly agreed otherwise in writing, the prices and rates indicated by IBS B.V. are always exclusive of VAT.
- b. The prices and rates are exclusive of shipping, travel, accommodation and other costs, unless agreed otherwise.
- c. If no rate has been explicitly agreed, the rate will be determined on the basis of the hours actually spent and IBS B.V.'s usual rates.
- d. IBS B.V. will report all additional costs to the Other Party in good time prior to the conclusion of the Agreement or provide information on the basis of which these costs can be passed on to the Other Party.
- e. If IBS B.V. agrees on a fixed price or rate upon the conclusion of the Agreement, IBS B.V. will be entitled to increase this price or rate, even if the price or rate was not originally given subject to reservation.
- f. In the event that IBS B.V. intends to change the price or rate, it will inform the Other Party of this as soon as possible.
- g. If the increase in the price or rate takes place within three months after the Agreement has been concluded, the Other Party may dissolve the Agreement by means of a written statement, unless:
 1. the increase arises from a power or an obligation incumbent on IBS B.V. under the law;
 2. the increase is caused by an increase in the price of raw materials, taxes, production costs, currency exchange rates, wages, etc. or on other grounds that could not reasonably have been foreseen when the Agreement was concluded;
 3. IBS B.V. is still prepared to execute the Agreement on the basis of what was originally agreed; or
 4. it has been stipulated that the execution will be carried out more than three months after the conclusion of the Agreement.

13. Payment

- a. Payment will be made by transfer to a bank account designated by IBS B.V., unless agreed otherwise.

- b. IBS B.V. will send an invoice for the amounts owed by the Other Party. The term of payment of each invoice is 14 days after the date of the invoice concerned, unless indicated otherwise on the invoice or agreed otherwise.
- c. Invoicing will take place on a monthly basis, unless otherwise agreed.
- d. Objections to the amount of the invoice do not suspend the payment obligation of the Other Party.
- e. The Other Party will not be entitled to deduct any amount owed on account of a counterclaim it has lodged.
- f. In the event of non-payment or late payment, the Other Party will be in default by operation of law without notice of default being required. In that case, the Other Party will owe the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code from the date on which the payment became due until the day on which payment is made in full, whereby interest will be calculated over a full month for a part of the month.
- g. A payment made by the Other Party will first be applied to reduce all interest and costs owed and finally to the longest outstanding invoices, even if the Other Party states that the payment relates to later invoices.
- h. If the Other Party is in default or default in the (timely) fulfilment of its obligations, all reasonable costs for obtaining extrajudicial settlement will be for the Other Party's account.
- i. With regard to the extrajudicial (collection) costs, IBS B.V. is entitled to compensation of 15% of the total outstanding principal sum, with a minimum of EUR 250 for each invoice that has not been paid in full or in part.
- j. In the event of bankruptcy, suspension of payments, liquidation, total attachment of assets, death or guardianship, the claims of IBS B.V. and the Other Party's obligations towards IBS B.V. will be immediately due and payable.
- k. Any reasonable legal costs and enforcement costs incurred will also be for the Other Party's account.

14. Complaints

- a. The Other Party must assess the Order at the time of execution, but in any case, within 14 days after execution, to determine whether the executed Order complies with the Agreement.
- b. Complaints must be reported to IBS B.V. in writing within 14 days of the execution of the Order.
- c. The right to a (partial) refund of the price, replacement or compensation will lapse if the complaint is not reported within the set term, unless a longer term arises from the nature of the Order or from circumstances of the case.
- d. The payment obligation will not be suspended if the Other Party notifies IBS B.V. of the complaint within the set term.

15. Delivery period

- a. If a term has been agreed or specified for the delivery, this term is only indicative and can never be considered as a final deadline, unless explicitly agreed in writing.
- b. IBS B.V. will not be liable in the event of consequences that are detrimental to the Other Party on account of exceeding delivery periods, unless it is a matter of intent or gross negligence on the part of IBS B.V.
- c. If IBS B.V. requires data, materials or instructions from the Other Party that are necessary for the delivery, the delivery period will commence after the Other Party has provided these to IBS B.V.
- d. With regard to the agreed delivery periods, IBS B.V. will not be in default by operation of law after the expiry thereof. A further written notice of default will always be required, whereby IBS B.V. will be granted a period of at least 14 days to fulfil its obligations.
- e. A notice of default will not be required if the delivery has become permanently impossible or it has otherwise transpired that IBS B.V. will not fulfil its obligations under the Agreement. If IBS B.V. fails to deliver within this period, the Other Party will be entitled to dissolve the Agreement in accordance with Section 6:265 of the Dutch Civil Code.

16. Force majeure and unforeseen circumstances

- a. A shortcoming cannot be attributed to IBS B.V. or the Other Party if the shortcoming is not attributable to their fault and will not be for their account pursuant to the law, legal act or generally accepted practice. In that case, the Parties will not be obliged to fulfil the obligations ensuing from the Agreement.
- b. For the purposes of these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in that respect by law and case law, all external causes, foreseen or unforeseen, over which IBS B.V. has no influence and which prevent IBS B.V. from fulfilling its obligations.
- c. Force majeure on the part of IBS B.V. is in any case understood to mean:
 1. strikes;
 2. traffic disruptions;
 3. government measures that prevent IBS B.V. from fulfilling its obligations on time or properly;
 4. civil disturbance, riots, war;
 5. traffic obstructions;
 6. lack of manpower;
 7. extreme weather conditions;

8. fire;
9. pandemic
10. import, export and/or transit bans; and/or
11. any circumstance as a result of which the normal course of business is impeded as a result of which IBS B.V.'s execution of the Agreement may not reasonably be required by the Other Party.

17. Termination of the Agreement

- a. The Parties may terminate the Agreement at any time by mutual consent.
- b. The Parties may terminate the Agreement in writing with immediate effect, in the event of:
 1. application by or granting suspension of payment to the other party;
 2. application for bankruptcy by or declaration of bankruptcy of the other party;
 - or
 3. liquidation of the other party or non-temporary cessation of the other party's business.
- c. If the Agreement is dissolved, IBS B.V.'s claims against the Other Party will be immediately due and payable. If IBS B.V. suspends fulfilment of the obligations, it will retain its claims under the law and the Agreement. IBS B.V. will at all times retain the right to claim damages.

18. Return of goods made available

- a. If IBS B.V. has put goods at the Other Party's disposal during the execution of the Agreement, the Other Party will be obliged to return these goods within 14 days in their original state, free of defects and in full. If the Other Party fails to fulfil this obligation, all costs arising from this will be at its expense.
- b. If the Other Party, for whatever reason, after a reminder to that effect, still remains in default with the obligation referred to in paragraph 1 of this Article, IBS B.V. will be entitled to recover the ensuing damage and costs, including the costs of replacement, from the Other Party.

19. Liability

- a. IBS B.V. will only be liable for direct loss or damage caused by gross negligence or intent on the part of IBS B.V., and not for more than the amount paid out by the insurer to IBS B.V. or up to a maximum of once the amount stated in the invoice.

- b. Direct loss is exclusively understood to mean:
 - 1. reasonable costs to determine the cause and extent of the damage, in so far as the determination relates to damage within the meaning of the General Terms and Conditions;
 - 2. reasonable costs incurred to hold IBS B.V. accountable for its defective performance in relation to the Agreement, in so far as these can be attributed to IBS B.V.; or
 - 3. reasonable costs incurred to prevent or limit damage, in so far as the Other Party demonstrates that these costs have led to the limitation of direct damage as referred to in the General Terms and Conditions.
- c. IBS B.V. will never be liable for indirect loss or damage, including consequential loss or damage, loss of profit, missed savings, loss or damage due to business interruption, loss or damage resulting from the provision of inadequate cooperation and/or information by the Other Party, loss or damage due to non-binding information or advice provided by IBS B.V., the content of which does not expressly form part of the Agreement, and any loss or damage not covered by the direct loss or damage within the meaning of these General Terms and Conditions.
- d. IBS B.V. will never be liable for errors in the material provided by the Other Party or for misunderstandings or errors in respect of the execution of the Agreement if they are caused by actions of the Other Party, such as the failure to provide complete, sound and clear data/materials on time or otherwise.
- e. IBS B.V. will never be liable for errors if the Other Party has given its approval at an earlier time, or has been given the opportunity to carry out an inspection and has indicated that there is no need for such an inspection.
- f. The limitations of liability laid down in this Article are also stipulated for the benefit of the third parties engaged by IBS B.V. for the execution of the Agreement, and IBS B.V. will never be liable for damage caused by shortcomings on the part of these third parties.
- g. IBS B.V. will not be liable for damage to or the destruction of documents during transport or shipment by post, regardless of whether the transport or shipment is carried out by or on behalf of IBS B.V., the Other Party or third parties.

20. Confidentiality

- a. Both parties are obliged to maintain the confidentiality of all confidential information they have obtained from each other or from another source within the framework of the Agreement. Information is deemed to be confidential if the other party has indicated so or if this arises from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.

- b. If, on the basis of a statutory provision or a judicial decision, IBS B.V. is obliged to provide confidential information to third parties designated by law or the competent Court, and IBS B.V. cannot in this respect invoke a right to refuse to give evidence recognised or permitted by law or by the competent Court, IBS B.V. will not be obliged to pay damages or compensation and the Other Party will not be entitled to dissolve the Agreement on the grounds of any loss arising as a result thereof.
- c. Without prejudice to the foregoing, IBS B.V. will be authorised to include the Other Party's name on a list of relations, which will be published on the website or via other communications to third parties, unless agreed otherwise.

21. Indemnification

- a. To the extent permitted by law, the Other Party indemnifies IBS B.V. in respect of liability towards one or more third parties arising from and/or in connection with the execution of the Agreement, regardless of whether the damage was caused or inflicted by IBS B.V. or its auxiliary person(s), auxiliary business or Products delivered or Services provided.
- b. In addition, the Other Party indemnifies IBS B.V., in so far as permitted by law, against all claims of third parties in connection with any infringement of these third parties' intellectual property rights.
- c. The Other Party will always be obliged to do its utmost to limit the damage.

22. Intellectual Property

- a. All intellectual property rights to all products, materials, analyses, designs, sketches, software, equipment, documentation, advice, reports, (electronic) information as well as preparatory material thereof (collectively the "IP Works") developed or made available in the context of the execution of the Agreement will be vested exclusively in IBS B.V. or its licensors.
- b. The Other Party will only acquire any rights and powers in respect of the IP Works that arise from the Agreement and/or are expressly granted in writing.
- c. The Other Party has a duty of confidentiality and is obliged to treat IP Works made available as confidential, given that it contains confidential information and business secrets of IBS B.V. or its licensors.
- d. The Other Party is not permitted to transfer any acquired right or authority with regard to the IP Works to third parties without IBS B.V.'s prior written consent.
- e. The Other Party is not permitted to remove or change any indication concerning intellectual property rights such as copyrights, trademark rights or trade names from the IP Works, unless agreed otherwise.



- f. IBS B.V. is allowed to take technical measures to protect the IP Works. If IBS B.V. has protected the IP Works by means of technical protection, the Other Party is not permitted to remove or evade this protection.
- g. Any exploitation, reproduction, use or publication by the Other Party of the IP Works that falls outside the scope of the Agreement or any rights and powers granted will be regarded as a violation of IBS B.V.'s intellectual property rights.
- h. The Other Party will pay IBS B.V. an immediately due and payable penalty of EUR 1,000 for each infringement, which is not subject to judicial mitigation, without prejudice to IBS B.V.'s right to be compensated for its loss as a result of the infringement or to take other legal measures in order to terminate the infringement.
- i. There will be no infringement of the intellectual property rights if the Other Party has received explicit written permission from IBS B.V. for the exploitation, reproduction, use or publication of the IP Works that falls outside the scope of the Agreement or rights and powers granted.
- j. IBS B.V. will take care of spare copies of e-mails, websites and databases unless expressly stated otherwise on the websites of IBS B.V. and/or agreed otherwise. However, IBS B.V. bears no responsibility whatsoever for any loss of data and any resulting damage. The reserve copies are, however, for IBS B.V.'s own retention. The Other Party must also secure important information itself.
- k. All IP Works developed by IBS B.V. for the execution of the Agreement may be used by IBS B.V. for its own promotional purposes, unless agreed otherwise with the Other Party.

23. Privacy

- a. IBS B.V. respects the privacy of the Other Party and its employees. IBS B.V. treats and processes all personal data provided to it in accordance with the applicable legislation. The Other Party agrees to this processing. IBS B.V. uses appropriate security measures to protect the personal data of the Other Party.
- b. IBS B.V. will only use the Other Party's personal data in the context of the execution of the Agreement or the handling of a complaint.
- c. For more information on privacy, please refer to the website of IBS B.V.

24. Expiry period

- a. Contrary to the statutory limitation periods, all claims and/or powers that the Other Party has against IBS B.V. and/or any third parties engaged by IBS B.V. will be subject to a limitation period of two years from the moment an event occurs that the Other



Party can exercise these rights and/or powers against IBS B.V. and/or any third parties engaged by IBS B.V.

25. Transfer

- a. The Other Party will not be permitted to transfer to third parties any rights and obligations arising from the Agreement without IBS B.V.'s written consent.
- b. IBS B.V. is entitled to attach conditions to this consent.

26. Applicability after termination of the Agreement

- a. The provisions of the General Terms and Conditions and the Agreement, which are expressly or by their nature intended to remain in force after termination of this Agreement, will remain in force thereafter and will continue to bind both parties.

27. Miscellaneous

- a. Any deviations from these General Terms and Conditions can only be agreed in writing. No rights can be derived from such deviations with regard to legal relationships entered into at a later date.
- b. IBS B.V.'s records will serve as proof of the applications made by the Other Party, subject to evidence to the contrary. The Other Party acknowledges that electronic communication may serve as evidence.
- c. If and in so far as any provision of these General Terms and Conditions and the Agreement is declared null and void or annulled, the other provisions of these General Terms and Conditions and the Agreement will remain in full force and effect. IBS B.V. will in that case adopt a new provision to replace the void/nullified provision, whereby the purport of the void/nullified provision will be observed as much as possible.



28. Applicable law and choice of forum

- a. All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom, will be governed in all respects by Dutch law. Any applicability of the Vienna Sales Convention is expressly excluded.
- b. All disputes between IBS B.V. and the Other Party that may arise in connection with an Agreement and/or the General Terms and Conditions, or any agreements resulting therefrom, will in the first instance be settled by the competent Dutch Court, the District Court of Midden-Nederland.

General terms & conditions IBS EN version April 2020

www.ibs.works