

World Forum The Hague

General purchase conditions



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Index

Art. 1	Definitions
Art. 2	General information
Art. 3	Quotations, Offers and the formation of an Agreement
Art. 4	Termination of an agreement
Art. 5	Warranty and maintenance
Art. 6	Progress and reporting
Art. 7	Outsourcing, changes and additional work
Art. 8	Prices
Art. 9	(Price)changes
Art. 10	Invoice submission requirements
Art. 11	Payment
Art. 12	Delivery; transfer of ownership; packaging and storage
Art. 13	Term of delivery
Art. 14	Inspection and acceptance test
Art. 15	Confidentiality
Art. 16	Intellectual property rights
Art. 17	Force majeure
Art. 18	Liability and insurance
Art. 19	Supplier's staff
Art. 20	Dissolution and suspension
Art. 21	Other subjects

1. Definitions

In these general purchase conditions (purchase conditions) is understood by:

- a. Services: all work, activities and/or actions to be carried out by the Supplier for the benefits of WF and results thereof, not being the realization of works of physical nature or deliveries of products;
- b. Suppliers: the (potential) counterparty of WF to the Agreement;
- c. Agreement: an agreement between the Supplier and WF with regard to the delivery of a performance, whereby WF buys, rents or takes products on loan from the Supplier and/or gives the Supplier instructions to perform services or have persons performed them;
- d. Supplier's staff: the employees or other third parties and/or auxiliary persons to be engaged by the Supplier for the implementation of the agreement, who work under his responsibility, under the agreement;
- e. Performance: the products and/or services to be provided by the Supplier;
- f. Products: all goods and property rights to be supplied by the Supplier to WF;
- g. WF: GL Events World Forum Convention Center B.V., established and office-based in the Hague at Churchillplein 10, 2517 JW the Netherlands.

2. General information

- 1. These purchase conditions apply to the formation, content and execution of all agreements, as well as to all other legal acts and relations between WF and the Supplier, including negotiating and other pre-contractual situations.
- 2. The applicability of any general (or specific) conditions or stipulations of the Supplier on an Agreement is expressly rejected by WF.
- 3. Deviating or additional stipulations on the purchase conditions are only valid if they have been accepted by WF in writing and only apply to the relevant agreement.
- 4. In the event of conflict between provisions in the Agreement and provisions in the purchase conditions apply the provisions of the agreement.

3. Quotations, Offers and the formation of an agreement

- 1. Unless explicitly indicated otherwise by the Supplier in writing, release from a quotation, budget, pre-calculation or similar announcement by the Supplier is a binding and irrevocable offer.
- 2. An offer from WF only binds WF if and insofar this offer has been made in writing.

3. An agreement is concluded if and insofar as (i) WF accepts the Supplier's quotation in writing and/or (ii) the Supplier unconditionally accepts this offer in writing within 5 working days of the date of the WF's offer and/or (iii) the parties sign a writing agreement.
4. in the case mentioned in paragraph 3 (i) of this article, the text of the quotation reflects the content of the agreement. In the case mentioned in paragraph 3 (ii) of this article, the text of the offer reflects the content of the agreement.
5. If the Supplier commences work before an Agreement has been concluded, this is for the expense and risk of the Supplier.

4. Termination of an agreement

1. WF has the right to cancel an (part of a) Agreement in writing before the Supplier started the implementation of the Agreement. WF will reimburse the costs actually incurred by the Supplier, insofar as they are unavoidable, reasonable and demonstrably through invoices. Further compensation is excluded.
2. WF is at all times authorized, also after the commencement of the Agreement, to terminate the Agreement prematurely against payment of all performance already delivered by the Supplier and accepted by WF, plus a compensation for the actually demonstrable costs incurred by the Supplier as a result of completing the Agreement, at all times up to a maximum of the agreed price. The Supplier is obliged to limit the damage resulting from this termination as much as possible .

5. Warranty and maintenance

1. The Supplier guarantees to WF that the Performance delivered is free from defects and that WF can use it without any hindrance. Without prejudice to any other right conferred on WF, the Supplier shall immediately rectify any defect in the delivered Performance at WF's first request. All guarantees extend to the Supplier and its suppliers.
2. The Supplier guarantees to have all permits required for the implementation of the Agreement and the Services commissioned by WF. If requested, the Supplier will immediately provide access to the aforementioned permits and make all (possibly additional) permit conditions in this regard and / or make a copy thereof available to WF.
3. The Supplier is obliged towards WF to immediately follow all reasonable instructions from WF in connection with the implementation of the Agreement, including instructions and regulations regarding the use of the World Forum building.
4. The Supplier guarantees that the Performance complies with the legal (quality) requirements and other government regulations as well as with the (quality) regulations of WF, requirements of the safety, environmental and quality standards applied within the sector and other standard regulations and guidelines, as they apply on the moment of concluding the Agreement.

5. The Supplier also guarantees that the Products comply with the specifications in the Agreement, are functioning correctly, are unused, are manufactured with good materials and good workmanship and in accordance with the latest technology, are not encumbered in any way and are free of liens and lien, and are suitable for the intended purpose to the extent that this Supplier may be known.

6. The Supplier guarantees the quality and results of the Services. The Supplier performs the Services in a timely manner, in accordance with the requirements and specifications of the Agreement, taking into account such a degree of competence, care and professionalism as may reasonably be expected and using sound and well-maintained materials and sufficiently qualified personnel. The Supplier guarantees that the results will be in accordance with the highest standards in the relevant industry.

7. The Supplier shall, at WF's first request, carry out maintenance on the Products supplied, to the extent, during the term and for a fee, as is customary in the relevant sector, or on the basis of an agreement concluded for this purpose between the Supplier and WF.

8. The Supplier is liable for theft, damage and loss of the Products supplied insofar as these are rented by WF or taken on loan from the Supplier, if and as soon as they are made available by the Supplier to WF, unless theft, damage and loss by intent or deliberate recklessness is on the part of WF.

6. Progress and reporting

1. The Supplier is fully responsible for monitoring the progress in the implementation of the Agreement. Without prejudice to the provisions of this article, the Supplier itself remains fully responsible for the final Performance.

2. Each party shall designate a contact person who will maintain the contact about the implementation of the Agreement.

3. The Supplier cannot derive any right to delayed or modified performance from the contact person's acting or not acting, unless this has been confirmed in accordance with the provisions of Article 2, paragraph 3.

4. If and as soon as the Supplier is in believe that WF does not provide the information in time or does not timely take the decisions that are necessary to be able to fulfill the Performance in a timely and proper manner, the Supplier must inform WF in writing timely. If Supplier fails to do so, he cannot invoke such an omission on the part of WF.

5. At the instance of WF, the Supplier reports on the progress of the implementation of the Agreement. WF can, if necessary, set further reasonable requirements for the report

7. Outsourcing, changes and additional work

1. The Supplier is not entitled to fully or partially outsource the implementation of the Agreement to a third party, except with the prior written permission of WF, WF may attach conditions to this permission.

2. If the Supplier, after WF's permission, outsources the execution of the Agreement to a third party, the Supplier remains liable towards WF for proper compliance with the Agreement and is responsible for all obligations under the Agreement.
3. Changes and / or additional work always require the prior written permission of WF.

8. Prices

1. Unless explicitly agreed otherwise, all prices and fees are fixed, excluding any VAT but including all other taxes, duties, levies, fees (including license fees), amounts and costs.
2. The mentioned prices and fees also include all costs related to the implementation of the Agreement including, but not limited to, the costs of unloading, testing and inspecting the Products and / or Services as well as documentation, packaging and shipping.
3. Insofar as the Services are performed for a fee for worked hours and costs incurred, the Supplier shall keep records of all costs, expenses and worked hours and allow WF to inspect them.

9. (Price) Changes

1. Prices cannot be raised for any reason without prior written permission from WF. Price increases as referred to here also include increases in connection with an increase in the costs associated with the implementation of the Agreement, such as, but not limited to, an increase in the costs of materials, semi-finished products or services required for the performance of the Agreement, increases in shipping costs, wages, employer's social security costs, costs associated with other employment conditions, the introduction of new and increased existing government levies on raw materials, energy or residual materials, a significant change in currency ratios or, in general, circumstances that are comparable with one another.
2. WF is authorized to request a change in the application, scope, nature or properties of the Products and /or Services. The Supplier undertakes to cooperate with such a change. If, in the opinion of the Supplier, this has consequences for the agreed price, quality, usability, the role of third parties, permits, levies, additional costs, guarantees and / or delivery times, the Supplier shall, before making the changes, notify WF as soon as possible in writing and substantiated, but in any case within 8 days after notification of the requested changes by WF. WF will inform the Supplier in writing as soon as possible if it accepts the new proposal from the Supplier. If WF does not accept this, WF has the right to terminate the Agreement in accordance with the provisions of Article 4, paragraph 2.

10. Invoice submission requirements

The Supplier is required to follow the following guidelines when submitting invoices to Worl Forum for payment processing. These requirements are designed to ensure efficient and accurate processing of invoices. Failure to comply with these requirements may result in delays in payment processing.

1. Method of submission: invoices must be submitted electronically via email to the designated email address: crediteuren@worldforum.nl.
2. Subject line: the subject line of the email should include the following information in this format: "Invoice submission - Purchase Order #[insert Purchase Order Number]".
3. Required information: in addition to the PDF invoice attachment, the body of the email must include the following information:
 - Supplier Name
 - Supplier Contact Information
 - Invoice Date
 - Invoice Amount
 - Payment Terms
 - Any applicable reference numbers
4. PDF attachment: a PDF copy of the invoice is mandatory for processing. The PDF file should be named using the following file name format: "Invoice_PO_[insert Purchase Order Number].pdf".
5. Purchase Order Number: each invoice must include the relevant Purchase Order Number. Invoices without a valid Purchase Order Number will not be processed.
6. File formats: only PDF format attachments are accepted. Other file formats will not be processed and may cause delays in payment processing.

11. Payment

1. Unless explicitly agreed otherwise in writing, payment by WF is only due after delivery and proper fulfillment by the Supplier of its obligations. WF will pay the price and the other amounts due under the Agreement within 30 days of the invoice date, if and insofar as the invoice is correct, in accordance with legal requirements and undisputed. The Supplier is not entitled to postpone any other obligations if an invoice is incorrect or in accordance with legal requirements or is disputed.
2. Amounts - whether or not claimable - that WF is due or has to claim against the Supplier and / or any affiliated company at any time, can be settled by WF at any time with amounts to be claimed by WF and / or any affiliated company has or is owed to the Supplier and / or any associated company. The Supplier is not entitled to set-off.

12. Delivery; transfer of ownership; packaging and storage

1. Delivery of Products by the Supplier and by third parties that are deployed by the Supplier, takes place at the expense and risk of the Supplier at a location to be designated by WF and at an exact date and time to be determined by WF.
2. WF is not obliged to further inspect the delivered Products upon receipt or upon commissioning
3. The Supplier provides, WF the instructions and other information that are required to enable WF to (actually) receive the Products, in time.

4. The ownership (free of charges and limitations) of and the risk for the Products will transfer to WF as soon as the Supplier has fulfilled its obligations to deliver and WF has received the Products. The ownership and risk of Products delivered on the basis of a rental agreement remain with the Supplier. Property of Products, which are stored on the basis of a storage agreement, remains at WF. The risk of these Products transfers to the Supplier upon receipt of the Products and ends after delivery of these Products to WF.

5. WF is entitled to demand that the ownership of the Products be transferred to WF at an earlier time than the actual delivery of the Products. In that case as well as in the event that the Products are ready for delivery but WF is not reasonably able to receive them at the agreed time. Supplier shall store the Products separately and be clearly recognizable designate as the property of WF, secure the Products and furthermore take all measures to prevent quality degradation of the Products. WF will reimburse the associated costs to the extent that these are reasonable and after specification and invoicing.

6. The Supplier shall ensure that all Products are packed properly, as environmentally-friendly as possible and in accordance with WFs regulations, so that they reach the agreed destination in good condition during normal transport. The Supplier shall also ensure that the packaging of Products meets the requirements set by or pursuant to the law and adequately insures the Products during transport.

7. WF is entitled, but not obliged, to return packaging material to the Supplier at its expense and risk.

13. Term of delivery

1. The Supplier shall strictly adhere to all delivery periods agreed between the parties. These are strict deadlines: if the Supplier does not deliver within the agreed period for compliance, the Supplier will be in default by the mere expiry of the period without a notice of default from WF being required.

2. If the Supplier does not deliver within the agreed period for compliance, an immediately due and payable penalty may be owed without prior notice of default if the parties have agreed so.

3. The aforementioned fines will apply without prejudice to all other rights of WF, including but not limited to the right to terminate the Agreement (at any time - including claims to the aforementioned fines) and / or the right to full compensation for all damage and costs incurred as a result of such non-compliance, including but not limited to all legal costs, fines and (subsequent delivery) costs charged by third parties.

4. Without prejudice to the other provisions of this article, the Supplier shall immediately inform WF in writing as soon as it knows (or expects to be unable to deliver), stating the reasons and the expected duration of the delay. The Supplier hereby also gives a proposal for the way in which he will limit the exceeding as much as possible. As a result of this notification, the Supplier is in default without further notice of default being required.

14. Inspection and acceptance test

1. WF is at all times entitled to subject the Performance to an inspection or acceptance test. This test can take place before, during or within a reasonable period after the delivery or operation of the Performance. Whether or not an inspection or test is carried out does not release the Supplier from its obligations and guarantees.
2. If WF rejects a Performance in whole or in part, WF will notify the Supplier of this in writing after stating the shortcoming, stating the reasons. The costs of the acceptance test will in that case be borne by the Supplier. The Supplier is obliged to rectify any shortcoming stated by WF within 14 days after receipt of the written notice of rejection and to take back rejected Products immediately at WF's first request and at its expense and risk.
3. Approval of a Performance in accordance with this article does not preclude WF's later invocation of the Supplier's failure to fulfill its obligations.

15. Confidentiality

1. The Supplier must keep all data and / or information that it receives from WF and / or relations or customers from WF in the context of the execution of the Agreement or becomes known to it in any way whatsoever, and must only use it secretly for the benefit of the Agreement. The disclosure of information is only permitted to Supplier's staff and its suppliers if and insofar as necessary for the implementation of the Agreement. The Supplier shall impose the same confidentiality obligation on its staff and suppliers as described above and warrants that they comply with this confidentiality obligation and is at all times liable for breach of the confidentiality obligation by its staff and suppliers. At WF's first request, the Supplier shall immediately return the information to WF, without withholding a copy. In the event that the Supplier receives a court order or is legally obliged to disclose the information, the Supplier immediately informs WF thereof.
2. In the event of violation of the provisions of paragraph 1, the Supplier owes WF an immediately due and payable penalty without prior notice of default of € 25,000 per event and € 1,000 for each day that the violation continues. The aforementioned fines will apply without prejudice to all other rights of WF, including but not limited to the right to terminate the Agreement (at any time) and / or the right to full compensation for all damage suffered and costs incurred as a result of such non-compliance, including but not limited to all legal costs.

16. Intellectual property rights

1. The Supplier guarantees that the Performance and its normal use, one and other in the broadest sense of the word, is free from any intellectual property right (due to third parties).
2. All possible intellectual property rights on a Performance specially developed for WF rest with WF or will be transferred to WF free of charge. On the basis of the Agreement, these rights are transferred by the Supplier to WF at the time that they arise, which transfer is already accepted by WF for that time.

3. If the Performance is not developed specifically for WF, the Supplier grants WF a non-exclusive license to any intellectual property rights with regard to the agreed use of the Performance. The fee for this license is included in the price of the Performance.
4. Insofar as the transfer of the rights referred to in paragraph 2 would require a further deed, the Supplier hereby already authorizes WF irrevocably to draw up such a deed and to sign it on behalf of the Supplier, without prejudice to the Supplier's first request to WF to cooperate in the transfer of these rights, without being able to set conditions. The Supplier hereby irrevocably authorizes WF to cause the transfer of these intellectual property rights to be registered or overwritten in the relevant registers.
5. Insofar as the Performance referred to in paragraph 2 comes about by making use of existing intellectual property rights that do not accrue to WF, Supplier to WF a non-exclusive right of use for an indefinite period. In that case, the Supplier guarantees to be entitled to grant the aforementioned right of use.
6. If there is a difference of opinion between the parties about intellectual property rights with regard to the results of the Services provided, it is assumed that these rights are vested in WF, subject to proof to the contrary. In all cases, WF may make use of the outcomes of the results intended by the Agreement.
7. The Supplier may not make the results of the Services provided available to third parties in any form, nor provide any information to third parties, unless WF has explicitly granted permission for this. WF can attach conditions to this permission.
8. The Supplier indemnifies WF against claims from third parties with regard to (possible) infringement of the intellectual property rights of those third parties, including comparable claims with regard to knowledge, unauthorized competition and the like included. The Supplier undertakes to take all measures at its own expense that may contribute to the prevention of stagnation and to limiting the additional costs to be incurred and / or the damage to be suffered as a result of the said breaches.
9. Without prejudice to the above, WF may, if third parties hold WF liable for infringement of intellectual property rights, terminate the Agreement in accordance with the provisions of Article 19.
10. The names and logos used by WF (including but not limited to the name and the WF logo) are protected trademarks. The Supplier is not permitted to use the names and brands of WF (including use as a reference) without prior written permission from WF.

17. Force majeure

1. The following circumstances will in any case not justify an appeal by the Supplier to force majeure within the meaning of Article 6:75 of the Dutch Civil Code cannot justify: domestic or foreign government measures, non-compliance or late performance by suppliers, transporters or subcontractors of the Supplier, shortage of raw materials, materials or labor, strike or work exclusion, labor disputes, illness of personnel, weather conditions, computer malfunction, malfunction in machines and installations, electricity malfunction or any other malfunction in the business of the Supplier or third parties engaged by it and business interruption.
2. If the Supplier invokes a force majeure situation, it will immediately inform WF in writing, stating the reasons.

3. If delivery at a later time is acceptable to WF, the Supplier is obliged to do everything possible to still be able to deliver to WF in accordance with the provisions in the agreement.
4. If delivery at a later time is unacceptable to WF, WF is authorized to dissolve the Agreement in whole or in part by registered letter without judicial intervention and without any obligation to pay compensation.

18. Liability and insurance

1. The Supplier is liable to WF and indemnifies and informs WF, including directors, employees, employees and parties engaged by WF (hereinafter collectively referred to as 'Indemnified Parties') for all damage, loss, (personal) injury (including death), expenses, costs, fines, (additional) levies, penalties and / or claims suffered, made or imposed by Indemnified Parties and arising from or related to the Agreement, its implementation and the use and / or sale of the Products and / or the use of the Services by WF or any third party, insofar as the damage, loss, (personal) injury, expenses, costs, fine, (additional) levy, punishment and / or claim is not the result of intent or deliberate recklessness on the part of WF's managerial staff only. Costs also include extrajudicial and judicial costs, including reasonable costs of legal assistance.
2. The Supplier is obliged to report any damage if this is caused in, at or near the World Forum building by or at the hands of the Supplier's staff. If any damage is not reported and it is later established that staff of the Supplier have caused this damage, WF is, without prejudice to the other provisions of this article, also entitled additional costs incurred by WF in order to find out the person responsible for the damage, to charge the Supplier with a minimum amount of € 500.
3. The Supplier is obliged to adequately insure and insure itself in connection with the Agreement with regard to its liability in the broadest sense, including but not limited to, professional and product liability and other legal (risk) liability towards third parties for its own account. to be held for an amount of at least € 2,500,000 per event. At the request of WF, the Supplier is obliged to provide the insurance policy or policies and proof that the insurance premiums have been paid. The deductible amounts to a maximum of € 15,000 per event. Supplier does not terminate or change without written permission from
4. WF this insurance agreement (s) or the conditions under which they are entered into.
5. WF is not liable for damage suffered on the part of the Supplier, unless the damage is the result of intent or deliberate recklessness on the part of only the managerial staff of WF.
6. Insofar as WF may be liable to the Supplier on any grounds whatsoever for any damage suffered by the Supplier, this liability is at all times limited to the invoice value of the Performance agreed by the parties and, to the extent that the invoice value of this Performance is higher. this liability is limited at all times to the amount that would be paid out under the legal liability insurance of WF. Liability of WF for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption, is excluded.

18. Supplier's staff

1. To the extent that Services are provided in the World Forum building, the Supplier, the Supplier's staff and the third parties engaged by the Supplier are obliged to comply with the established house rules.
2. The Supplier guarantees to WF that the Supplier's staff acts at all times in accordance with applicable laws and regulations (including, but not limited to, working conditions, safety, working hours, identification) and the internal guidelines and house rules of WF. WF can never be regarded as the client or employer of the Supplier's staff. Without prejudice to the provisions of Article 17, the Supplier is liable for damage and personal injury (including death) for Supplier Staff performing work at WF as well as for all damage and personal injury (including death) as a result of non-compliance with the provisions in this article. and indemnifies WF against all third-party claims in this regard.
3. If, during the execution of the Agreement, it appears that the Supplier's staff does not function in the interest of the proper execution of the Agreement and / or cannot continue his work due to circumstances, WF has the right to have the person concerned informed by the Supplier to replace.
4. The prior written permission of the Supplier is required for the replacement of Supplier's staff, unless direct replacement of Supplier's staff is required. In the latter case, verbal permission from WF is sufficient. The starting point is that persons are made available who have comparable expertise, training and experience (in accordance with the requirement in the Agreement).
5. Replacement of Supplier's staff is foreseen by the Supplier in the short term - but no later than within 2 weeks or as much shorter as necessary. Any costs associated with replacement will be borne by the Supplier.
6. The Supplier guarantees that the Supplier's staff is entitled to perform work in the Netherlands or to perform the Services, including that (the staff of) the Supplier complies with all obligations under the Work and Aliens Act.
7. The Supplier is responsible for and liable for the fulfillment of the obligations arising from the Agreement from tax legislation and social security legislation, including obligations related to the Employee Insurance Agency (UWV). Supplier will - if required by law or required by WF - work with a G account.

19. Dissolution and suspension

1. Without prejudice to its other rights (including the right to compensation) and without any obligation to pay compensation from the Supplier, WF is entitled to terminate the Agreement with immediate effect, without prior notice of default or judicial intervention, or to dissolve or wholly or partially dissolve it. suspend the fulfillment of its obligations, in whole or in part, by means of a written notification to the Supplier if:
 - a) The Supplier does not meet its obligation as referred to in articles 5, paragraph 4 (inter alia, non-compliance with (quality) requirements) and 12, paragraph 1 (non-compliance with delivery period);
 - b) The Supplier is / remains in default in complying with its obligations under this Agreement despite a written warning from WF in which the Supplier has been granted a reasonable period for repair;

- c) The Supplier or the person who has acted as guarantor for his obligation or has provided security in a state of liquidation, ceases its business activities, takes a decision to liquidate or cease its business activities, has been declared bankrupt or if it has been granted suspension of payment;
 - d) An attachment is levied against the Supplier or the assets of Supplier is threatened with seizure or other legal measures;
 - e) A change occurs in the composition and / or structure of the shareholders / management of the Supplier insofar as this circumstance, in WF's reasonable opinion, entails a substantial increase in its risks under the Agreement;
 - f) There are overdue payments by the Supplier of social wage tax and national and employee insurance premiums as referred to in Article 18, paragraph 7.
2. Termination of the Agreement on any grounds does not affect the rights or obligations that expressly or by their nature or content create permanent obligations such as declarations, guarantees, obligations regarding confidentiality, intellectual property rights as well as rights and obligations that arise during the duration of the Agreement.

20. Other subjects

1. If any provision of these Purchase Conditions is invalid or is invalidated, the remaining provisions of these Purchase Conditions remain fully in force. Parties will consult on the void or voided provisions to make a replacement arrangement. This replacement arrangement will not affect the scope of the Purchase Conditions.
2. The fact that WF does not demand strict fulfillment of an obligation under an Agreement from the Supplier shall have no influence whatsoever on its right to demand fulfillment of any obligation at any time. If WF waives its right to fulfillment, this waiver will not also be deemed to relate earlier or later omissions from the other party. Giving up fulfillment can only be made in writing, unconditionally and with reference to the specific right that is waived.
3. The Supplier is not entitled to transfer the Agreement in whole or in part without written permission from WF. Such permission does not release the Supplier from, and is granted under the condition of compliance with, all obligations under the Agreement. WF is entitled to transfer the Agreement or part thereof to third parties, about which the Supplier will be informed.
4. Nothing in the Agreement will be deemed to create an agency, partnership, joint venture or employment relationship between parties.
5. Dutch law applies exclusively to the Agreement (including the Purchase Conditions) and all agreements ensuing therefrom or related thereto between the Supplier and WF.
6. The applicability of the Convention on International Sales Agreements on Movable Goods of 11 April 1980 (the Vienna Sales Convention 1980) to the Agreement or further agreements resulting from it or related thereto is excluded.
7. All disputes that may arise as a result of an Agreement between WF and the Supplier or agreements resulting therefrom, will be settled by the competent court in The Hague, the Netherlands.