DRAFT FOR DISCUSSION PURPOSES ONLY

AGREEMENT TO THE ACQUISITION OF [___COMPANY___] B.V.

by

[_______________]

and

[____________]

and

[COMPANY]

DRAFT FOR DISCUSSION PURPOSES ONLY

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DRAFT FOR DISCUSSION PURPOSES ONLY

AGREEMENT TO THE ACQUISITION OF [NAME OF THE COMPANY] B.V.

The Undersigned

(1) **[____________]**, having its registered office in [___] and its principal place of business in [___], hereinafter referred to as "**the Purchaser**", duly represented by [___],

(2) **[______________]**, having its registered office in [___] and its principal place of business in [___], hereinafter referred to as "**the Vendor**", duly represented by [___],
;

(3) **[______________]**, having its registered office in [___] and its principal place of business in [___], hereinafter referred to as "**the Company**", duly represented by [___];

the parties are hereinafter individually referred to as: the "**Party**" and collectively referred to as "**the Parties**";

WHEREAS:

- The Vendor is the owner of the Shares in the Company;

- The Company is engaged in the business of the [____________] such business hereinafter to be referred to as the "**Business**");

- Vendor wants to sell the Company and its business, and to transfer the Company to the Purchaser, and the Purchaser wants to acquire the Company and its business by means of the purchase and transfer of the Shares;

- The Purchaser has conducted a [__limited___] due diligence review of the Company in order to form a general impression of the Company and its business. As the Parties have made allowance for the outcome of the review in the conditions and risk spread in respect of the purchase set out in the Agreement, the outcome does not adversely affect the conditions subject to which this Agreement was concluded;

- [*In view of the annual turnover of the Company, the Parties are of the opinion that clearance of the transaction contemplated hereby (the "**Transaction**") by the Dutch Competition Authority (Nederlandse Mededingingsautoriteit) and the European Competition Authority is not required;*]

- The Parties have satisfied the requirements of the Dutch Works Councils Act ("*Wet op de ondernemingsraden*") and the SER Merger Code 2000 ("*SER Fusiegedragsregels* 2000") relating to this acquisition;

- The Parties have agreed on the transfer of the Company and its business in accordance with the following.

IS HEREBY AGREED AS FOLLOWS:

1 **Definitions**

1.1 For the application and interpretation of this Agreement, the words starting with capitals shall have the meaning attributed to them in **Schedule 1**.

1.2 In this Agreement, unless otherwise specified:

(a) terms defined in plural include the singular and vice versa;

(b) headings to Clauses and Schedules are for convenience only and do not affect the interpretation of this Agreement;

(c) references to "writing" includes only letters and faxes.

2 **Sale and purchase of Shares**

2.1 The Vendor shall sell the Shares to the Purchaser, and the Purchaser shall purchase the Shares from the Vendor. The Shares are sold with all rights attaching to them, free from any Encumbrances or Restrictions.

2.2 The Vendor shall transfer the Shares to the Purchaser on the Completion Date and the Purchaser shall accept the Shares from the Vendor on the Completion Date with due observance of the relevant provisions of this Agreement. The transfer and acceptance of the Shares shall be effected by means of execution of a Transfer Deed, providing for the Company's acknowledgement of the transfer, among other provisions, before the Civil-law Notary.

2.3 [*Subject to and with due consideration of the terms and conditions of this Agreement, the Parties hereby agree that the aforesaid sale and purchase of the Shares will be effective as of January [__________], which means that the Business is deemed to have been conducted for the risk and account of Purchaser as of January [_________] and, consequently, that all cash and profits made by the Companies as of this date shall be for the account of Purchaser]*

3 **Consideration**

The Consideration [amounts to EUR [_____] (in words:[________] euro] [will be determined as follows:] [can be broken down as follows:].

4 **Payment of Consideration**

4.1 The Purchaser shall transfer the Consideration [or the part thereof that is due and payable on the Completion Date] by wire transfer to the third party account held by the Civil-law Notary, account number [_____________] in the name of Derdengelden Notariaat [__________] before the Completion Date. Up to Completion the Civil-law Notary will hold the aforementioned amounts for and on behalf of the Purchaser.

4.2 Upon receipt of the Consideration by the Notary on or before the Completion Date the Shares shall be transferred by the Vendor to the Purchaser by means of the execution by a deed of transfer, and, subsequently, the Notary shall hold the Consideration for and on behalf of the Vendor and pay the amount due equal to the Consideration forthwith.

4.3 Vendor shall grant full discharge, and subsequent to which the amount will be held in the name of the Vendor.

5 Conditions precedent

5.1 The obligation to observe and/or perform the actions referred to in Clause 7.1 below will be conditional upon satisfaction of all of the following conditions:

a) [clearance from competition authorities]

b) [approval by the Vendor's organisation]

c) [other formalities].

5.2 The Vendor undertakes that the conditions set out in Clause [5.1b) and other; refer to manual], are satisfied on or before the Completion Date. In the event and at the moment it becomes certain that (one of) these conditions cannot or may not be fulfilled in time, Clause 5.4 will apply accordingly.

5.3 Each Party undertakes to use all reasonable endeavours to satisfy the conditions referred to in Clause 5.1. above. Each Party undertakes to disclose by notice in writing to the other Parties any circumstance that will or may prevent any of the conditions from being satisfied, or the satisfaction of a condition, immediately upon becoming aware of such circumstance.

5.4 If any fact would prevent any of the conditions from being satisfied on the Completion Date, the Purchaser shall be entitled, without prejudice to its right to demand damages and/or compliance if and insofar as there are grounds in support of this, to take any of the following steps after notifying the other Parties of these steps in writing:

a) having the unfulfilled conditions waived; or

b) postponing the transfer of the Shares until a later date to be determined at its own discretion, in which case the provisions of this Agreement will apply as if this date were the Completion Date; or

c) dissolve the Agreement, in which case the other Parties shall be jointly and severally liable for the costs incurred by the Purchaser in connection with the preparations for the intended transaction, which they shall reimburse to the Purchaser at its first written request; however, this liability shall not arise unless the non-satisfaction of any condition is beyond the Purchaser’s scope of risk [refer to manual]; if the Purchaser exercises this right to dissolve the Agreement, this dissolution will not apply to this Clause 5.4c), nor will it refer to Clauses [___] and [___] (Confidentiality), 13 (Publicity) and [__] (Applicable law; disputes), which will remain in full force and effect among the Parties.

6 Conduct of business pending Completion

6.1 If, in the period pending Completion:

a) the Company does not carry on its business in the normal course consistent with past practice, or its economic, financial and/or equity position has become subject to material adverse effects; and/or

b) the Company has assumed obligations the terms of which exceed [______] months, or the consideration of which is in excess of EUR [______] (in words: [___] euro) and/or has made investments or disinventments for amounts in excess of EUR [___] (in words: [_] euro), without having obtained the Purchaser’s prior permission in writing; and/or

c) one or more Representations and Warranties have been breached or have been violated or are being violated;

then the Purchaser shall be entitled to suspend its obligations arising from this Agreement or to dissolve the Agreement, without prejudice to any other rights that the Purchaser may have under the circumstances. The provisions of Clause 5.4c), will then apply mutatis mutandis.

6.2 On the Completion Date, the Vendor will confirm in writing that none of the circumstances referred to in Clause 6.1 above has occurred.

6.3 The provisions of Clause 6.1 do not prejudice the Purchaser’s rights pursuant to Clause 9 below.

7 Completion

7.1 On the Completion Date, the following actions will be performed at the offices of the Civil-law Notary:

Pre-Completion Actions

a) The Parties establish that the conditions precedent referred to in Clause 5.1 above have been satisfied or declared waived by the Purchaser;

b) The Parties establish that the Vendor has confirmed in writing, in accordance with the provisions of Clause 6.2 above, that none of the circumstances referred to in Clause 6.1 above has occurred;

c) The parties establish that the Purchaser has transferred the Consideration to the Civil-law Notary's escrow account in accordance with the provisions of Clause 4 above;

d) [the Parties establish that the bank has issued the Bank Guarantee;]
or:
[the Parties establish that the Purchaser, the Vendor and the Escrow Agent have reached agreement in relation to the wording of the Escrow Agreement;]

e) [to be completed, f.i.: finance/intercompany relationships, resolution regarding the dismissal of board members];

Completion Actions

a) The Shares are transferred and accepted, full discharge is granted for the payment of the Consideration, and the transfer is acknowledged by means of execution of the Transfer Deed before the Civil-law Notary, subsequent to which the transaction is recorded into the Company's shareholders' register;

b) [The Vendor receives the Bank Guarantee;] *or*
[The Parties and the Escrow Agent sign the Escrow Agreement;]

c) [The Company accepts the irrevocable request for the dismissal of [names of members of the Management or Supervisory Board in question], confirming that these persons have no remaining claims on the Company, and appoints [names of new members of Management or Supervisory Board in question] by means of adoption of resolutions to that effect by the Company's general meeting of shareholders;]

d) The [_____] agreement has been signed by the Parties;

e) [the forms pertaining to the registration of changes to the composition of the Company's Management Board/authorised representatives/Supervisory Board and change in shareholder with the Trade Register are signed].

7.2 Completion shall not take place until the Pre-Completion Actions have been performed. The Pre-Completion Actions will not be deemed to have been fully performed until any and all Pre-Completion Actions have been performed.

7.3 If the Vendor and/or the Company do not meet any and all of its obligations pursuant to Clause 7.1 above, then the Purchaser shall be entitled to demand in writing that the other Parties fulfil their obligations at a date to be determined by the Purchaser, without prejudice to its right to damages if and insofar as there are grounds to support this. If the other Parties referred to in the previous sentence do not comply with the Purchaser's demand, then the Purchaser shall be entitled to dissolve the Agreement. The provisions of Clause 5.4c), shall then apply mutatis mutandis.

7.4 If the Purchaser does not meet any and all of its obligations pursuant to Clause 7.1 above, then the Vendor shall be entitled to demand in writing that the Purchaser fulfil its obligations at a date to be determined by the Vendor, without prejudice to its right to damages if and insofar as there are grounds to support this. If the Purchaser does not comply with this demand, the Vendor shall be entitled to dissolve the Agreement. The Purchaser is then liable for the costs incurred by the other Parties within the scope of the intended transaction, which it shall reimburse to the other Parties upon their first written demand.

7.5 If the Purchaser or the Vendor exercises its right to dissolve the Agreement pursuant to Clauses 7.3 or 7.4 respectively, then this dissolution will not apply to

Clauses 7.3 and 7.4 respectively, nor will it refer to Clauses [__] and [__] (Confidentiality), [__] (Publicity) and [__] (Applicable law; disputes), which will remain in full force and effect among the Parties.

8 **Post Completion covenants**

If and when any further action should be necessary or desirable after Completion, in order to implement and/or execute the purposes of this Agreement, each of the Parties shall cooperate and perform all actions necessary, including the execution and delivery of such further instruments and documents, as may be reasonably requested by the other Party for such purposes to complete the transaction contemplated by this Agreement.

9 **Representations and Warranties**

9.1 The Vendor hereby represents and warrants to the Purchaser that the Representations and Warranties made and set forth in **Schedule [__]** do not contain any untrue statement and that they are not misleading now or will be at the moment of the Share transfer.

9.2 Each of the Warranties is made and given separately and independently from the others and is, unless otherwise stated, not limited by reference to any other Warranties or by any other provision of this Agreement.

9.3 The due diligence review conducted by the Purchaser has no effect on the accountability of the Vendor for the true, complete and non-misleading nature of all Representations and Warranties. The Warranties shall not be qualified by the knowledge of Purchaser or its advisors whether resulting from any due diligence investigation carried out by or on behalf of Purchaser or from any other information Purchaser might have had access to or is provided with.

9.4 The Parties agree that the Warranties are granted in order to allocate the risks, cost and other consequences of any and all remedial action that may be required to put Purchaser and/or the Company in the position they would have been in if the relevant Warranty had been true, complete and not misleading.

9.5 If any fact proves to be different than represented or warranted in more than one Representation or Warranty, then the Purchaser is free at any time to determine which Representation or Warranty it will invoke or, where appropriate, to invoke indemnity in this respect.

9.6 The Representations and Warranties are also issued for the benefit of any legal successors to the Purchaser whether by universal or by singular title.

10 **Indemnity**

10.1 If one or more Representations or Warranties prove to contain untrue statements or to be misleading, then the Vendor shall, at the discretion of the Purchaser (i) reimburse to the Purchaser all its resulting losses, or (ii) put the Company into a position similar to that which it would have been in had the Representations and Warranties indeed been true and not misleading, without prejudice to any other rights that the Purchaser and/or the Company may have as a result of such violation. In establishing the extent of the losses, allowance shall be made for the valuation of the Company's business made by the Purchaser based on information provided by the Vendor. The Purchaser's willingness to conclude this Agreement and pay the Consideration, in particular, is based on this valuation. As a result, any reimbursement payable to the Purchaser as referred to in (i) of this section above shall qualify as an adjustment to the Consideration.

10.2 With respect to the reimbursement referred to in Clause 10.1, the Vendor is liable to pay the statutory interest for late payment in commercial transactions pursuant to Sections 119a and 120 paragraph 2 of Book 6 of the Netherlands Civil Code, with effect from the day on which the Purchaser sent the written notification described in Clause 10.3 below.

10.3 The Purchaser will, without delay, i.e. within [90] days of learning about the facts and circumstances resulting into a claim pursuant to Clause 10.1 above, notify the Vendor of this fact.

[*To be considered by purchaser. If not included than the statutory clauses apply:*

Maximum and minimum liability

10.4 *The following restrictions apply to any damages payable as a result of any untrue statement in or the misleading nature of the Representations and Warranties:*

a) *the Vendor's maximum liability is limited to [Consideration- x times] [the Consideration] [EUR [___] (in words: [___] euro)];*

b) *there will be no obligation to pay damages as long as the total losses plus costs do not exceed EUR [___] (in words: [__] euro); as soon as the total amount exceeds this maximum, the Vendor shall be liable for the entire amount.*

Time period

10.5 *The time period during which a claim for indemnification may be exercised under this Agreement by Purchaser (the "Claims Period") shall commence on the date of this Agreement and shall terminate (or not as the case may be) as follows:*

(a) *with respect to Losses suffered pursuant to a breach of Warranties contained in clause [__] (Shares) of* ***Schedule [___]****, the Claims Period shall continue indefinitely;*

(b) *with respect to Losses suffered pursuant to a breach of Warranties contained in clause [__] (Taxes)* ***of Schedule [__],*** *the Claims Period shall continue after the expiration of the period that the competent authorities are entitled to impose assessments or additional assessments, settlements and/or adjustments for the reporting period ending on the Completion Date, plus [6 (in words: six)] months after the expiry of that period;*

(c) *with respect to Losses suffered pursuant to a breach of the other Warranties contained in* ***Schedule****[__] the Claims Period shall continue until the fifth anniversary of the Completion Date;*

10.6 *The limitation of liability set forth in Clause 10. shall not apply if the breach of the Representations and Warranties in question was known to the Vendor at the time of the Share transfer, or could or should have reasonably been known to the Vendor. The limitations referred to herein shall also not apply in the event of deliberate misleading or gross negligence, or* intentional or wilful breach of this Agreement *on the part of the Vendor.*]

10.7 If any legal proceedings are instituted or any claim or demand is asserted by any person against Purchaser or the Company in respect of which indemnity can be sought from the Vendor, the Purchaser shall promptly give Vendor the opportunity to participate at her own expense in the defence of any claim made by a third party, including tax authorities, which may result in a claim by Purchaser. Vendor is entitled to have the claim contested itself by its advisors, if necessary in the name of Purchaser and/or the Company, after consulting the advisors of the Purchaser. [Purchase and Vendor shall consult with each other on what conditions the claim can be transferred to Vendor].

10.8 If with regard to facts that result in a claim by the Purchaser against the Vendor legal proceedings could be instituted or a claim or demand could be asserted against a third party, the Purchaser and/or the Company will assign all its rights to do so, if desired and agreed upon with Vendor in the name of the Purchaser and/or the Company, to the Vendor. When asserting such claims the Vendor must safeguard the interests of the Company and Purchaser. By co-signing this Agreement the Company accepts this obligation Vendor's decision to take over the defense of the Company's interest, does not constitute the acceptance by Purchaser of any liability relating to the underlying matter.

10.9 The Vendor agrees to waive any rights or claims which it shall or may have in respect of any misrepresentation, inaccuracy or omission in or of any information or advice supplied or given by the Company or any of its members of its board of management in relation to the provision of the Representations and Warranties and the preparation of the Schedules and Annexes.

10.10 The Vendor shall bear the following costs reasonably incurred by the Purchaser and the Company:

a) costs incurred in order to avoid violation of the Representations and Warranties or of any of the Vendor's other obligations under this Agreement; and
b) costs incurred in order to avoid or mitigate (financial) losses; and
c) costs otherwise incurred in relation to exercising, either in or out of court, the Purchaser's rights under this Agreement.

11 **Further indemnity**

11.1 The Vendor shall indemnify ("*vrijwaren*") the Purchaser and the Company in full against:

a) any Tax or other charges incurred by the Company due to the Clause 39 of the Netherlands Tax Collection Act ("Invorderingswet 1990") as relating to the period up to and including the Completion Date

b) any Tax or other charges to companies that are or were part of the fiscal unity, that, on the basis of Clause 24 of the Netherlands Tax Collection Act are offset against a claim in respect of Tax or other charges the Company has on the Tax Authorities.

c) any Tax or other charges incurred by the Company due to the Clause 43 of the Netherlands Tax Collection Act ("Invorderingswet 1990") as relating to the period up to the Completion Date in which period the Company was part of the fiscal unity for VAT purposes with [……….].

d) any claim relating to any damage suffered by a third party as a result of the [________________]

11.2 The Vendor shall reimburse the amounts determined pursuant to the provisions of Clauses 11.1 above to the Purchaser or the Company within 60 days of having received a written request to this effect from the Purchaser or the Company respectively, including all Tax due, all costs in relation to the investigation, Taxation, including auditors, advisers, lawyers and advocates and other related payments, and all penalties and interest in the context of the Netherlands Tax Collection Act with regard to the above;

11.3 Clauses [______] of this Agreement apply to the provisions of this Clause mutatis mutandis.

12 **Non-competition and confidentiality**

12.1 In view of the goodwill and Know-how contained in the Consideration and the retention and extension of [this asset/these assets], the Vendor shall not, either directly or indirectly, within a period of three years after the Completion Date, without having obtained the prior written permission of the Purchaser:

a) for its own account or for the account of third parties, either independently or in collaboration with, or for the benefit of, others be engaged in any activity that is or may be in competition with the Company's business or is comparable to the Company's business;

b) (other than as an investor holding an interest of 5% or less in listed shares) hold an interest of 10% or more in an enterprise conducting operations such as those referred to in (i) above, unless the Vendor holds the shares (and/or depositary receipts) for investing purposes only, without it being assigned, either directly or indirectly, a management position or an otherwise essential influence on the competitive enterprise;

c) take up employment with, or provide services or assistance to any person, legal person, company or partnership, or organisation performing such activities as referred to under (i) above;

d) solicit or endeavour to entice away from the Company employees, customers, suppliers or other persons, legal persons, companies or partnerships, or organisations, whether in whole or in part.

12.2 Subject to statutory requirements, the Vendor shall not, during a period of three (3) years after the Completion Date, either directly or indirectly, publish, release, or otherwise make available to third parties any information involving a potentially confidential or secret aspect of the Company's business and operations, or, irrespective of whether this information should be confidential or secret, either directly or indirectly, publish, release or otherwise make available to third parties any list of suppliers or other information involving customers, suppliers, persons or organisations with which the Company does or has done business.

12.3 If the Vendor violates the provisions of Clauses 12.1 and 12.2, it shall forfeit to the Purchaser or its legal successor under universal or singular title, without any notice of default being required, an immediately payable penalty of EUR [___] (in words: [___] euro) for any contravention of these provisions and of EUR [___] (in words: [___] euro) per day for each day on which it remains or has remained in contravention of these provisions, without prejudice to the right of the Purchaser and/or the Company to demand compliance and/or to claim reimbursement from the Vendor for the losses suffered and to be suffered in addition to the penalty.

12.4 The Vendor warrants to the Purchaser that its Affiliated Entities will meet the obligations to the Purchaser referred to in Clauses 12.1 and 12.2 as if they had themselves undertaken to meet them. If one or more Affiliated Entities should act in contravention of these obligations, the Vendor itself shall forfeit the penalty provided for in Clause 12.3 above.

13 **Security/ Environment**

[_________]

14 **Financial**

[*Vendor undertakes and shall procure to terminate any and all financial inter company relations, such as but not restricted to current account and loan agreements, of whatever nature howsoever named between the Company and the Subsidiairies on the one hand and Vendor, its shareholder and its Affiliated Entities, whether a legal entity or not, whether or not to be deemed to form a part of Vendors or its shareholders group companies (as referred to in article 2:24b of the Dutch Civil Code), on the other hand, at the latest one day before the Completion Date or, as far as Corporate tax is concerned, at the latest five days after the presentation of the year report [____] referred to in Clause [___].*]

15 **Trade name**

At the Closing of this transaction the Company shall within the framework of the business activities, hold legal title to [___].

16 **Publicity**

Except in relation to the compliance with statutory requirements, listing rules or other regulations, in which event the Party involved undertakes to enter into prior consultations with the other Parties, neither the Purchaser or the Vendor, nor the Company shall provide any information to third parties or make any public announcement or otherwise distribute information concerning the subject matter of this Agreement without the prior written consent of the other Parties to this Agreement.

17 **Notices and other communications**

17.1 Notices and other communications to the Parties involving this Agreement will be sent to the following addresses (or to such address as one party may specify to the other with due observance of the provisions of this Clause) by registered post, courier or fax:

a) if to the Purchaser:
[___];
with a copy to:
Mr/Ms [___]
Attorney's at law
P.O. Box [___]
[___]
Fax: [___]

b) if to the Vendor:
[___];

c) if to the Company:
[___].

17.2 Notices and other communications sent as outlined below shall be deemed to have been received by the addressee at the following times:

a) if delivered by a courier service: at the time the communication is delivered to the addressee by the courier;

b) if sent by registered post: on the day specified on the receipt report;

c) if transmitted by fax: on the day that the message was transmitted, as specified in the transmission report.

18 **Waiver of right of dissolution**

18.1 The Parties hereby irrevocably waiver their right to dissolve or annul the Agreement, whether fully or in part, after the transfer of the Shares, or to demand full or partial dissolution or annulment and/or amendment of this Agreement by virtue of Clause 265 ff. (breach of contract; "*toerekenbare tekortkoming in de nakoming*"), Clause 258 ff. (unforeseen circumstances; "*onvoorziene omstandigheden*") and/or Clause 228 in conjunction with Clause 230 (error; "*dwaling*"), of Book 6 of the Netherlands Civil Code.

18.2 The Parties hereby exclude applicability of the provisions of Part 1, Book 7 of the Netherlands Civil Code [and those of the Vienna Convention].

19 **Costs**

Unless expressly stipulated otherwise in this Agreement, each Party shall bear the costs it incurs, including fees charged by third-party consultants arising from or relating to the conclusion and performance of this Agreement. The Civil-law Notary's fees for the transfer of the Shares shall be borne by the Purchaser.

20 **Miscellaneous**

20.1 The contents of the Schedules and Annexes form an integral part of this Agreement. This Agreement shall not be amended or supplemented unless the relevant documents are signed by all Parties.

20.2 The Parties agree that the Purchaser in this transaction is represented by a lawyer of the [________] law firm, while the Civil-law Notary is connected with the same law firm. The Vendor also agrees that the Purchaser may seek [_______] legal assistance in any dispute that may arise in respect of this Agreement or any related agreement.

20.3 This Agreement constitutes the entire agreement of the Parties relating to the transaction in question and replaces any written and oral agreements previously made among the Parties in relation to this subject. Unless expressly provided otherwise in this Agreement, this Agreement does not, however, prejudice any right attributed to a purchaser by law.

20.4 If any provision of this Agreement should prove to be void or unenforceable, the other provisions of this Agreement shall not be affected and will continue in full force and effect. The Parties shall replace such void and unenforceable provision with a valid and enforceable provision; this provision shall be as consistent as possible with the intent of the Parties as initially expressed.

20.5 If a Party does not exercise any right by virtue of this Agreement, including the right to demand that another Party meet its obligations under this Agreement, or does so unduly, it shall not be deemed to thereby have waived this right. If a Party, in a specific case, waives any right it may have with respect to the other Party by virtue of the fact that this Party has not, not fully or unduly fulfilled any obligation under the Agreement, it shall not be deemed to thereby have waived any other right it has in that specific case, nor have given up any possibility of invoking that right in other cases.

21 Rules of interpretation

21.1 This Agreement has been drawn up in English. In the event of any discrepancy between the English text of this Agreement or any agreement resulting therefrom and any translation thereof, the English-language version shall prevail. The English language version shall prevail for interpretation purposes as well.

21.2 English-language words used in this Agreement are intended to describe Dutch legal concepts only and the consequences of the use of those words under English law or any other foreign law shall be disregarded.

21.3 In respect of any jurisdiction other than the Netherlands, references to any Dutch legal concept shall be deemed to refer to the concept that most approximates to the Dutch legal term in that jurisdiction.

22 Applicable law; disputes

22.1 This Agreement shall exclusively be governed by the laws of the Netherlands.

22.2 Any disputes arising from this Agreement shall be referred to the competent Court in [___].

Made in [duplicate/triplicate] in place on [______], [date]

______________________________	______________________________
[NAME OF THE PURCHASER] [name/title]	[NAME OF THE VENDOR] [name/title]
______________________________	______________________________
[NAME OF THE COMPANY] [name/title]	