



SimaPro SaaS Terms and Conditions

PRé Sustainability B.V.

August 2020

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Article 1. Definitions

The definitions, used in these terms & conditions will have the following meaning:

Administrator	the natural person within the Customer's organization, appointed by the Customer that has the right to: <ul style="list-style-type: none">- order, change and upgrade licenses- appoint and register Users and API Users- notify Incidents on behalf of the Customer
Administrator Account	the account enabling the Administrator to access the Software
Agreement	the agreement between PRé and the Customer on the basis of which PRé provides the Services
API Token	a unique token by which the Customer and the Customer System may be identified and authorized to use the PRé APIService

API Client ID	the ID by which the Customer System may be identified, provided by PRé to the Customer
API User	the natural person, working at the Customer's organization, appointed by the Customer to use the PRé API Service as registered by the Main User within the Software
Availability	the degree of availability measured as follows: $\frac{(365 \times 24 \text{ hours} - \text{Maintenance time}) - \text{Downtime}}{(365 \times 24 \text{ hours} - \text{Maintenance time})} \times 100\%$
Confidential Information	information of a confidential nature of a Party, including but not limited to Data Libraries, financial information, processes, commercial information, relations, technical information and designs
Customer	the legal entity that enters into the Agreement with PRé, as specified in the Order at "Account Name"
Customer Software	all software applications other than the Software, used by the Customer to receive the Services
Customer System	any (element or combination of) software or hardware obtained, operated or controlled by the Customer and used by the Customer to receive the Services including the Facilities and Customer Software
Customer Data	data that are not a part of a PRé Data Library or Third Party Data Library and that are processed by the Customer, whether or not as part of a dataset or database, using the Services
Data Libraries	Third Party Data Libraries and PRé Data Libraries that are offered within the Software
Downtime	the time during which the Services are not available, with the exception of unavailability as a result of Maintenance or Force Majeure
Effective Date	the date of the first day on which PRé provides the Services as communicated in an order confirmation mail
Facilities	computer-, data- or telecom facilities, including an internet connection that the Customer uses to access the Services
Force Majeure Event	an event, or a series of related events, that is/are beyond the reasonable control of the Party affected (including but not limited to failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars)
Incident	an event that - to the sole opinion of PRé - impacts the use of the SimaPro SaaS Services, notified by the Customer to PRé, to be classified by PRé as follows:

	<ul style="list-style-type: none"> - P(riority) 1: the SimaPro SaaS Services are or a critical component of the Services is not available, which results in the inability of a significant part of the Users to access the Services; - P(riority) 2: the SimaPro SaaS Services are available but at such level that the use of the Services is significantly impacted for a significant part of the Users; - P(riority) 3: the SimaPro SaaS Services show defects that do not significantly impact the use of the Services or impact the use of the Services for a small amount of Users only
Incident Management	the handling of Incidents following a notification of an Incident by the designated contact person - as registered in the Order - of the Customer
Intellectual Property Rights	the intellectual property rights, wherever in the world, whether registrable or unregistrable, registered or unregistered, including but not limited to copyrights and data base rights to materials used to provide the Services including but not limited to the Software, PRé API, Data Libraries and all related preparatory designs and materials, specifications, interfaces and documentation
Maintenance	scheduled and unscheduled maintenance to the SimaPro SaaS Services or the PRé API Service
New Version	a successive version of the Software with new or amended functionalities
Order	the document that states the specific arrangements of the Agreement, named '(purchase) order', 'order form', 'quote', or otherwise
Partner	the party that is authorized by PRé to resell the SimaPro SaaS Service
Party, Parties	PRé and/or the Customer
PRé	PRé Sustainability B.V. or PRé Software Solutions B.V., as specified in the Order
PRé API	the application programming interface through which Data Libraries may be retrieved from PRé's Systems and, via Customer Software, stored on the Customer's System
PRé API Account	the account enabling the Customer to access and use the PRé API Service through a combination of a user name, password and API Client ID
PRé API Guide	the document setting out the options and instructions to use the PRé API Service, available at https://support.simapro.com/?c=Products%3AAPI

PRé API Service	provision of the PRé API by PRé to the Customer
PRé Data Library	a database, data library or dataset that is/are not (part of) a Third Party Data Library, including the data (originally) contained in that database, data library or dataset
PRé's Systems	the infrastructure consisting of hardware and software that PRé uses to provide the Services
SimaPro SaaS Terms	these 'SimaPro SaaS Terms and Conditions PRé Sustainability'
SimaPro SaaS Services	the provision of the Software, Data Libraries and Incident Management
Services	the SimaPro SaaS Services and the PRé API Service
Software	the standard online software application by the name SimaPro
Terms of Use	the document setting out the conditions for use of the SimaPro SaaS Services
Third Party Data Library	a database, data library or dataset that is created and/or provided by a third party supplier, including the data that are (originally) contained in such database, data library or dataset
User	the natural person, working at the Customer's or a third party's organization who is appointed by the Administrator to (partly) use the SimaPro SaaS Services, Software or Data Libraries (as applicable) as registered by the Administrator within the Software
User Account	the account enabling the User to access and use the SimaPro SaaS Services, Software or Data Libraries (as applicable)
Workdays	the days of the week with the exclusion of Saturdays, Sundays and public holidays in the Netherlands

Article 2. Applicability

- 2.1 These SimaPro SaaS Terms apply to the Agreement.
- 2.2 The applicability of any (general) terms and conditions of the Customer, including (general) purchase terms and conditions, is explicitly excluded.
- 2.3 PRé has the right to amend these SimaPro SaaS Terms at any time, provided that it has notified the Customer of the amended terms at least thirty (30) days before the effective date of the amended version.

- 2.4 The Customer may request the PRé API Service as an additional service. These SimaPro SaaS Terms apply to the PRé API Service.
- 2.5 In the event of a conflict between the provisions of the Order and these SimaPro SaaS Terms the provisions of the Order will prevail.
- 2.6 If PRé provides the Services on the basis of a contract between a party and a Partner no contract exists between PRé and that party. PRé cannot be held liable by such party in relation to the Services.

Article 3. Services

- 3.1 PRé will perform the Services and Maintenance on a best efforts basis, with reasonable skill and care. The Services will be provided in accordance with the service levels stated in Article 4 of these SimaPro SaaS Terms. PRé does not guarantee any result of the Services.
- 3.2 PRé will perform Maintenance, including (security) updates to the Software and PRé API. PRé will inform the Customer of scheduled Maintenance that is likely to affect the availability of the Services at least 48 hours before the Maintenance activities start.
- 3.3 PRé does not warrant that the Services will run without interruption, or error free, virus free or that defects will be corrected, that the Data Libraries do not contain any inaccuracies, or that advice, support or other information given by PRé does not contain errors. It is the responsibility of the Customer to make back-ups and to take all steps to ensure that the Services, including (where applicable) the Software, PRé API and/or Data Libraries do not damage the Customers' information (including the Customer Data), the Customer Software or Customer System.
- 3.4 PRé has the right, but is not obliged to release New Versions. PRé will inform the Customer if a New Version is to be released. The Customer is obliged to migrate to a New Version.
- 3.5 The User Account and Administrator Account will be accessible using login details, provided by PRé and upon acceptance of the Terms of Use.
- 3.6 The Data Libraries are provided AS IS without responsibility or liability of PRé for damages arising from incorrect, incomplete or otherwise non-conforming Data Libraries. Customer acknowledges that PRé has no knowledge of or influence on the contents of the Customer Data and bears no responsibility or liability whatsoever with regard to the Customer Data.

Article 4. Service Levels

- 4.1 The Availability of the SimaPro SaaS Services and PRé API Service is 98%.
- 4.2 For the notification of Incidents, the helpdesk providing Incident Management can be contacted by the designated contact person at the Customer's organization only, on Workdays between 8.30 AM CET until 5 PM CET in accordance with the procedure and at the contact details published by the SimaPro Help Center at <https://support.simapro.com/>.

- 4.3 Incidents can be reported by the Customer in accordance with the procedure and at the contact details published by the SimaPro Help Center at <https://support.simapro.com/>. Defects in the Software qualifying as P3 Incidents will be restored either in accordance with the following service levels or in the upcoming New Version, at the sole discretion of PRé. PRé provides Incident Management in accordance with the following service levels:

Time to respond	P1 Incident: 4 hours from registration of the Customer report P2 Incident: 8 hours from registration of the Customer report P3 Incident: 16 hours from registration of the Customer report
Time to restore	P1 Incident: 8 hours from response P2 Incident: 16 hours from response P3 Incident: 1 week from response or in a New Version

Article 5. PRé API Service

- 5.1 This Article 5 applies if the Customer has ordered from PRé and PRé has granted to the Customer the right to use the PRé API Service as described in the PRé API Guide.
- 5.2 The Customer may only use the PRé API Service by using its PRé API Account and in accordance with the PRé API Guide.
- 5.3 The API Token and the API Client ID are provided to the Customer on an individual basis, may only be used to use the PRé API Service and may not be transferred or disclosed to any third party. The Customer is obliged to and will oblige any API User to keep the API Token and API client ID confidential and to take adequate security measures to prevent the API Key from being accessed by any unauthorized party.
- 5.4 The Customer is obliged to report loss, theft, (the suspicion of) abuse of the API Token, API Client ID or PRé API Account immediately. Upon such report, or at the request of the Customer, PRé is entitled to block the PRé API Account. PRé accepts no liability for any damages that arise from the loss, theft or abuse of the API Token, API Client ID or PRé API Account and the Customer will indemnify PRé and hold PRé harmless for any such damages.
- 5.5 PRé is not obliged to log any data of the use of the API Token, API Client ID or PRé API Account. In the event of (suspicion of) abuse of the API Token, API Client ID or PRé API Account, PRé is not obliged to provide any log data on the use/abuse of the API Token, API Client ID or PRé API Account to the Customer, save if and to the extent PRé is obliged to do so by mandatory law or by any judicial or governmental order or request.
- 5.6 PRé reserves the right to amend the functionalities and operation of the PRé API and the contents, composition or format of the Data Libraries, to be accessed by the PRé API Service, without any prior notice being required.
- 5.7 PRé does not guarantee the compatibility of the PRé API with the Customer Software or Customer System.

- 5.8 The Customer warrants that the API User is skilled and qualified to use the PRé API and is able to use the PRé API based on the instructions in the PRé API Guide.

Article 6. Use of the Services

- 6.1 The extent of the use of the SimaPro SaaS Services per User varies, depending on the type of license, obtained by the Customer for a User. A license may be provided for commercial purposes ('Business Package') or educational purposes ('Educational Package'). A Customer may obtain different amounts and types of licenses and have the licenses assigned to Users by the Administrator. PRé reserves the right to amend the functionality per license or rights of Users at its discretion.
- 6.2 The Customer guarantees to comply and to cause the Administrator, all Users, and API Users to comply with the following obligations:
- a. to use the Services, Software or Data Libraries (as applicable) for business purposes or educational purposes (depending on whether a 'Business Package' or 'Educational Package' is obtained) of the Customer's, User's, or API User's (as applicable) organization only and to refrain from using that Services, Software or Data Libraries in any way that violates the legitimate business interests of PRé, its third-party suppliers and Partners;
 - b. to use the Services, Software or Data Libraries (as applicable) in accordance with the instructions of PRé or a Partner (if applicable) only, whether given in writing or orally, including but not limited to the instructions set out in the Terms of Use and the API User Guide;
 - c. to comply with the provisions of end-user license agreements (EULA's) of PRé or third parties, if applicable in accordance with article 8.2 or 8.3 of these SimaPro SaaS Terms;
 - d. to refrain from publishing or making available to others derivative software, databases, data libraries or datasets or database-like products using all or any part/portion of the Software or Data Libraries, or any derivation thereof; ;
 - e. to refrain from sharing the Software or Data Libraries (with the exception of the results of Scenarios) with any (legal) person that is not a User and in any event complying with the limitations that are set by PRé and by the User or API User that disclosed the Software or Data Libraries;
 - f. to protect access to the User Account, Administrator Account and PRé API Account by keeping the respective usernames, passwords, PRé API Token (if applicable) and possible other credentials strictly confidential;
 - g. to notify PRé immediately from becoming aware of theft, loss or abuse of the credentials referred to under subsection f) or from becoming aware of any abuse of the Administrator Account, User Account, PRé API Account, Software or Data Libraries;
 - h. to refrain from violating any copyright, database right or other intellectual property right of PRé or any third party;
 - i. to refrain from using the Services, Software or Data Libraries (as applicable) in any way that causes, or may cause, damage to availability or accessibility of the Services, Software or Data Libraries (as applicable);
 - j. to use the Services, Software or Data Libraries (as applicable) in accordance with all applicable laws;
 - k. to prevent any party other than Users, and API Users (if applicable) from accessing the Services, Software or Data Libraries (as applicable).

6.3 PRé may assume that all actions undertaken from a User Account, Administrator Account or PRé API Account after logging in with a valid username and password are authorized and supervised by the User, Administrator or API User to whom the User Account, Administrator Account or PRé API Account was assigned unless the User Account, Administrator Account or PRé API Account has (as (to the sole opinion of PRé) sufficiently demonstrated by the relevant User, Administrator or API User) been abused by a third party without any relation to a breach by that User, Administrator or API User of the Terms of Use or to an act of negligence by that User, Administrator or API User.

6.4 In the event of the occurrence of any of the following situations:

- abuse of a User Account, Administrator Account, PRé API Account, the Services, Software or Data Libraries; or
- a failure to accept the Terms of Use or of any amendment to the Terms of Use by a User or API User that was granted the right to use the Services, Software or Data Libraries by the Administrator; or
- a violation by a User or API User of the obligations or guarantees set out in the User Terms; or
- a breach of the Agreement by the Customer;
- the occurrence of a threat to the stability, continuity or security of the Services, Software or Data Libraries for whichever reason;

PRé may (in its sole discretion) intervene and take any measure it deems appropriate to end such situation from continuing, including but not limited to the termination of the use of the Services, the Software or the Data Libraries by a User or API User, (notwithstanding the provision in Article 15.1 of these SimaPro SaaS Terms) by closing the respective account or otherwise, the termination of the Agreement and, in the event of a violation of the law, the report of such violation to the competent authorities, without any notice being required and without incurring any liability for damages of the Customer or a User or API User.

6.5 The Customer is solely responsible for the Customer Software and Customer System and specifically for (its choice of) the Facilities and the (timely) availability of the Facilities. PRé is not liable for damages or costs as a result of transmission errors, interruptions or non-availability of the Facilities.

6.6 The Customer is liable towards PRé for any and all damages that PRé or any third party suffers as a result of:

- the use of (a part of the) Services , Software or Data Libraries by an Administrator, a User or API User;
- a breach of any of the terms set out in this Article 6 by the Customer, an Administrator, a User or API User

and will indemnify and hold PRé harmless (Dutch: "vrijwaren") for any such damages.

Article 7. Term and termination

7.1 Save if stipulated to the contrary in the Order, the term of the Agreement is one (1) calendar year from the Effective Date.

7.2 From the date of expiry of the term, referred to in Article 7.1 or any successive one (1) year term, the Agreement will be automatically renewed for a one (1) year term, except if it is terminated (Dutch: 'opgezegd') as stipulated in Article 7.3.

7.3 The Agreement can only be terminated (Dutch: 'opgezegd') by prior written notice (e-mail included) from one Party to the other Party against the end of the initial term referred to in Article 7.1 of any successive term referred to in Article 7.2, observing a notice period of at least 1 month before the end of that term.

Article 8. Intellectual Property Rights

8.1 PRé and/or its licensors hold all intellectual property rights to the Services and any parts thereof, specifically to the Software, PRé API, Data Libraries. These SimaPro SaaS Terms do not grant to the Customer any ownership of the Software, PRé API, and/or Data Libraries. User shall not remove any proprietary notice of PRé or its licensors from any copy of the Software, PRé API and/or Data Libraries.

8.2 The Services may include the provision of Third Party Data Libraries. The use of such Third Party Data Libraries is subject to acceptance by the Customer of the end-user license agreement (EULA) of the relevant third party, which is provided to the Customer and published on <https://pre-sustainability.com/>.

8.3 The Services may include the provision of a PRé Data Library. PRé grants the Customer a non-exclusive, non-transferable, revocable, right to use PRé Data Libraries which right may not be sublicensed. PRé reserves the right to subject the use of a PRé Data Library to an end-user license agreement.

8.4 PRé warrants to the Customer that the use of the Software, PRé API and PRé Data Libraries in accordance with the Agreement does not infringe the intellectual property rights of third parties.

8.5 If a third party claims that the use of the Software and/or PRé API and/or PRé Data Libraries infringes any party's intellectual property rights PRé may, at its own cost and expense:

- a. modify the Software and/or PRé API and/or PRé Data Libraries in such a way that they no longer infringe the relevant intellectual property rights; or
- b. procure for the Customer the right to use the Software and/or PRé API and/or PRé Data Libraries in accordance with this Agreement.

Article 9. Confidentiality

9.1 Each Party is obliged to

- a. keep the other Party's Confidential Information strictly confidential;
- b. apply adequate security measures, at least equal to industry standards, to protect the Confidential Information against unauthorized access;

- c. not disclose the other Party's Confidential Information to any third party without the other Party's prior written consent except when disclosure of the Confidential Information is necessary to perform an obligation or exercise a right, arising from the Agreement;
 - d. use the same degree of care to protect the confidentiality of the other Party's Confidential Information that that disclosing Party uses to protect its own confidential information, which is at least a reasonable degree of care;
 - e. permanently destroy any copies of the other Parties' Confidential Information at the first request of that other Party.
- 9.2 Notwithstanding the provision under Article 9.1, each Party may disclose the other Party's Confidential Information to its officers, employees, professional advisors, freelancers, agents and subcontractors who have a need to access that other Party's Confidential Information to exercise its rights or perform its obligations under the Agreement and who are bound by confidentiality obligations that are at least as strict as the obligations following from this Article 9.
- 9.3 This Article 9 imposes no obligations upon the other Party with respect to the other Party's Confidential Information that (if sufficiently demonstrated by the disclosing Party):
- a. is known to the other Party prior to the date of disclosure under this Agreement and is not subject to any other obligation of confidentiality; or
 - b. is or becomes publicly known through no act or default of the disclosing Party; or
 - c. is obtained by the disclosing Party from a third party without breaching an obligation of confidentiality;
 - d. the disclosing Party is required to disclose by mandatory law or by any judicial or governmental order or request.
- 9.4 The obligations arising from this Article 9 shall remain in effect during a period of 5 (five) years following the termination of this Agreement.

Article 10. Personal Data

- 10.1 The Parties agree that the Services do not include an assignment or instruction of the Customer to PRé to process personal data within the meaning of Regulation (EU) 2016/679 (General Data Protection Regulation or 'GDPR'). If a competent data protection authority rules that performance of the Services does include the processing of personal data or if PRé is instructed to process personal data as a result of an amendment to the Services, the Parties will enter into a data processing agreement that complies with the GDPR.
- 10.2 Regarding the processing activities that are necessary for the execution of the Agreement (such as business contact details, login data), each Party qualifies as an independent Controller within the meaning of the GDPR and will comply with the provisions of the GDPR regarding that processing activities.

Article 11. Fees

- 11.1 The Customer will pay the fees connected to the use of the Services to PRé as stated on the Order. The fees are payable yearly in advance unless an agreement to the contrary is made and set out in the Order.
- 11.2 PRé is entitled to increase the fees for the Services:
- a. upon renewal of the Agreement as set out in article 7.2 of these SimaPro SaaS Terms; or
 - b. if PRé did not increase the price in accordance with article 11.2 a), per 1 January of any calendar year in accordance with the price index figure from the consumer price index (CPI), (2015 = 100), as published by the Dutch Central Bureau of Statistics (CBS);
- 11.3 PRé will inform the Customer of a price increase at least 1 (one) month in advance.

Article 12. Invoicing and payment

- 12.1 All invoices that PRé issues to the Customer will be paid by the Customer as stated on the invoice within 30 (thirty) calendar days from the date of the invoice unless an agreement to the contrary is made and set out in the Order.
- 12.2 The Customer waives the right to set off any amounts it claims from PRé against payment of the fees for the use of the Services or suspend payment of such fees for whatever reason.
- 12.3 If the Customer fails to pay any due amount by the due date, it will be in default without any further notice being required. In that event, all outstanding amounts, payable by the Customer under the Agreement, shall become immediately due and payable and PRé shall be entitled to charge (i) statutory commercial interest rate (as referred to in Article 6:119a Dutch Civil Code) and (ii) compensation in respect of all costs connected with the recovery of its claim, including all (extrajudicial) legal fees.

Article 13. Liability

- 13.1 Without prejudice to Article 13.2, the liability of PRé for any damage arising under the Agreement shall, per event or series of related events, be limited to the total amount of the fees for the Services, paid by the Customer to PRé in the year preceding the breach.
- 13.2 Irrespective of any provision to the contrary in the Agreement PRé shall in no event be liable to the Customer for any indirect, special, punitive, or exemplary damages including but not limited to loss of business, loss of profits, missed savings, loss due to business stagnation, loss of data, or loss of business information, arising out of or connected in any way with the use of the Services, or for the inability to use the Services, or for any claim by any other party in connection with such use or inability to use, even if PRé has been advised of the possibility of such damages and irrespective of the grounds on which an action for damages might be based.
- 13.3 The Customer will indemnify and hold harmless PRé for any damages, claimed by third parties, arising from a breach by the Customer of the Agreement.

Article 14. Force Majeure

- 14.1 If a Force Majeure Event occurs, the affected Party shall not be liable to the other Party and shall be released from its affected obligations for the period of the Force Majeure Event.
- 14.2 The Party invoking this Article 14 will notify the other Party in writing upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event and shall use reasonable endeavors to mitigate the effect of the Force Majeure Event.
- 14.3 If a Party is prevented from performing its obligations under the Agreement due to a Force Majeure Event for more than 1 (one) calendar month, then the other Party will be entitled to terminate the Agreement in respect of the Services that are affected by the Force Majeure Event, without a right to any compensation for possible damages suffered as a result from the Force Majeure Event. The Agreement will stay in force with regard to the Services that are not affected by the Force Majeure Event.

Article 15. Termination for cause

- 15.1 Either Party is entitled to terminate this Agreement for cause as provided in Article 6:26 BW (Dutch Civil Code) by notifying the other Party in writing (e-mail included) in the event that the other Party causes a material breach which
- (i) is not capable of remedy; or
 - (ii) if capable of remedy and after receipt of a written (e-mail included) default notice, requiring such breach to be remedied, is not remedied within 30 (fourteen) calendar days from the date of such notice.
- 15.2 A breach by the Customer, an Administrator or a User of the provisions of Article 6.2 or a failure of the Customer to pay the fees referred to in Article 11 will be considered to be a material breach as referred to in Article 15.1.
- 15.3 In addition to Article 15.1, either Party may terminate this Agreement immediately by giving written notice of termination (e-mail included) to the other Party in the event that the other Party:
- (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is unable to pay its outstanding debts;
 - (iv) is declared insolvent; or voluntary or involuntary proceedings are instituted by or against such other Party under any applicable insolvency laws;
 - (v) has been convicted of an offence concerning its professional conduct;
 - (vi) caused damages as a result of gross negligence or willful intent;
 - (vii) makes or proposes to make any arrangement or composition with its creditors.

Article 16. Effects of termination

- 16.1 After termination of the Agreement for whichever reason PRé will keep the version of the Customer Data as stored on the last day of the Agreement stored during an additional term of 6 (six) months from that day. The Customer may download the Customer Data during such 6 month period. PRé has the right to delete the Customer Data permanently from PRé Systems from expiry of such 6 month period, without incurring any liability.
- 16.2 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, with the exception of the provisions that, by their nature, are deemed to survive termination, including but not limited to Articles 3.6, 6.6, 8, 9, 10, 13, 14, 16, 17, 18.

Article 17. Notices

- 17.1 Any notice from one Party to the other Party under this Agreement must be given in writing, by registered mail or e-mail. If the notice is sent by email the receiving Party will confirm receipt as soon as possible. The notice will be deemed received on the date of delivery at the postal address or to the receiving Party's email server, to be demonstrated by the sending Party. If the date of delivery is not between 9 AM and 5 PM CET on Workdays, then the notice shall be deemed received on the date of the next Workday.
- 17.2 The contact details of a Party that will be used to give notices are the details stated on the Order or as amended by a notice, send in accordance with this Article 17.

Article 18. General

- 18.1 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue to be in full force and effect. The Parties will negotiate to replace the unlawful and/or unenforceable provision by a provision that is lawful and enforceable and meets the purpose of the original provision as closely as possible.
- 18.2 Neither Party may without the prior written consent of the other Party assign, transfer, charge, (sub) license any contractual right or obligation under this Agreement to a third party.
- 18.3 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party.
- 18.4 This Agreement shall constitute the entire agreement between the Parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the Parties, whether made in writing or oral, in respect of that subject matter.
- 18.5 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands. Any and all disputes that may arise from the Agreement between PRé and the Customer shall be exclusively submitted to the competent court in Utrecht, the Netherlands. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.