

General purchase and order conditions for MS NL B.V.

(Version 1 april 2018)

Area of application

1.1

These conditions (the 'General Conditions') apply to all Agreements entered into between MSNL B.V. or any of its subsidiaries ('MSNL') and the supplier ("Contractor") and to all offers by MS NL to the Contractor.

1.2

The General Conditions also apply to all Agreements that MSNL enters into by means of an agent, authorised representative, or proxy. Prior to concluding the Agreement, the agent acting on behalf of MSNL, is obliged to make available to the Contractor a copy of the General Conditions in a language that can be understood by the Contractor. In addition to the Contractor, the third party guarantees that the Contractor complies with the provisions in the Agreement and these General Conditions.

1.3

The applicability of any general terms and conditions to which the Contractor refers in any manner is hereby explicitly excluded.

1.4

If MSNL deviates from the General Conditions in an Agreement, such deviation will apply only if agreed in writing. The remaining provisions of the General Conditions will remain in full effect.

1.5

A contractor with whom an Agreement has been concluded under the General Conditions will be considered to tacitly agree to their applicability to a later Agreement to be concluded with MSNL.

1.6

If in a particular case any of the following provisions do not apply verbatim, it must be explained in such a way that the purpose and effect of the provision is clear in a manner that corresponds to that of cases that are arranged thus. The fact that an arrangement has been made for a particular case must not result in contrary interpretations in other cases.

1.7

If any provision of these General Conditions or any Agreement is null and void, the remaining provisions will remain in full force.

1.8

MSNL may amend the General Conditions at any time. Thus, the Contractor will be obliged continually remain apprised of the most recent version of these General Conditions via the Website.

Conclusion of the Agreement

2.1

The Contractor will accept the order from MSNL by returning a signed copy of the order. The Agreement is concluded by acceptance of the order. The Contractor is obligated to share the name and address of the production location where the production will take place.

2.2

Agreements for the delivery of goods and/or services as well as additions or amendments to such Agreements do not commit or obligate MSNL until confirmed in writing by MSNL to the Contractor, even if preceded by verbal or telephone agreements by MSNL employees.

The Contractor may not transfer, assign or subcontract the order or part thereof without MSNL' written permission. Any subcontracting shall be entirely at the risk and expense of the Contractor. The Contractor shall be liable vis-à-vis MSNL for goods produced by third parties on the instructions of the Contractor.

Subcontracting, transferring or assigning the order or part thereof without prior written permission of MSNL will result in an immediately payable penalty (see [article 15.1](#)).

2.3

Agreements bind MSNL only to that which has been stated in the order as set out in article 2.1. If the order refers to previous orders and/or offers, such reference will be effective only to the extent that it is not in conflict with these previous orders and/or offers.

2.4

If the order refers to technical safety and/or other regulations, the Contractor is assumed to be familiar with them, unless it immediately informs MSNL in writing to the contrary. MSNL will then inform the Contractor of such regulations.

2.5

An agreement of services and non trading goods in which MSNL enters into obligations for an amount of more than € 125,000 (or the equivalent), shall only have been concluded in a legally valid manner if this has been signed by two authorised officers of MSNL, one of whom is a Director. This shall also apply to an agreement in which MSNL enters into obligations for a period of 2 years or more, involving an amount of more than € 250,000 (or the equivalent).

Quality requirements

3.1

All goods and/or services to be delivered by the Contractor to MSNL must comply with all applicable rules and legislation and more specifically to the quality requirements and environmental instructions indicated at the Suppliers part of the Website, including but not limited to the MSNL General Instructions for Clothing, MSNL General Delivery and Packaging Instructions and the Coolinvestments Restricted Substances List. The aforementioned documents are made available to the Contractor via the Website and can be revised periodically. All goods and/or services must be identical to the approved reference (samples) and all goods and/or services must also correspond to what MSNL may reasonably expect.

3.2

The goods and/or services to be delivered by the Contractor must be of good quality, free of errors in design, execution and/or material.

3.3

New materials and professional employees must be used in the work carried out by the Contractor.

3.4

Samples provided by MSNL to the Contractor may be used only to identify the relevant goods and may not be used by the Contractor for any other purposes.

3.5

Goods and/or services delivered will not comply with the Agreement in any event if they do not comply with:

1. Specifications indicated in the order, or are not suitable for the purpose assigned to them by MSNL, unless the Contractor did not know, or was unable to know, such purpose;
2. The applicable MSNL General Instructions for Clothing, MSNL General Delivery and Packaging Instructions and the Coolinvestments Restricted Substances List (see [article 3.1](#));

3. Legal (health, environmental and safety) regulations within the European Union, which includes, but is not limited to, REACH, POP, etc.;
4. Standards that are customary and/or commonly used in the relevant area of trade;
5. Requirements set out by legislation within the European Union, i.e. regarding product liability.

3.6

If in the opinion of MSNL (part of) the goods and/or services delivered do not meet the requirements set by MSNL or as can be reasonably expected by MSNL, are not identical to the reference samples and specifications approved by MSNL or are otherwise not delivered in accordance with the provisions in the agreement and/or do not meet the requirements as referred to article 3.5, MSNL shall notify the Contractor accordingly whilst MSNL shall be entitled to return the faulty items at the expense of the Contractor and/or Contractor shall at first written request by MSNL remove them at its own expense. If MSNL claims specific performance, the Contractor will add to or replace goods returned and taken back, immediately – within a short period, to be indicated by MSNL in writing – free of charge, regardless of all of MSNL other rights in the matter with immediate effect and without further notice of default MSNL has the right to dissolve the agreement via registered letter without prejudice to any other relevant rights of MSNL in the matter, including the right to full compensation. The returned goods with Logo, label or any sign that refer to MSNL that have met and/or will not meet the requirements set by MSNL, have to be destroyed immediately by Contractor with proper evidence thereof to MSNL, except for the goods without any reference to MSNL.

3.7

Insofar as MSNL demands, in the case referred to in the first sentence of clause 3.6, that the agreement be performed, the Contractor shall re-deliver the goods and services referred to in the order within a short period to be set by MSNL in writing or by email, without prejudice to MSNL' other rights in this regard.

3.8

The Contractor guarantees that, at the request of MSNL and within 24 hours, he shall deliver test reports, certificates of origin and other relevant documentation demonstrating that the items (to be) delivered meet the provisions in article 3.5. The Contractor agrees that MSNL forwards these documents to the competent authorities and other third parties, if and insofar this in the reasonable opinion of MSNL is required to demonstrate that the items meet the relevant requirements.

Breach of contract; consequences for other orders

4.1

If the Contractor fails to perform an obligation under an Agreement and is in default, MSNL will be entitled to terminate one or more other orders placed with the Contractor, by means of a written notice to the Contractor, without MSNL being obliged to pay any compensation as a result of this, provided they have not yet been fully executed. MSNL shall be entitled to do so even if there is no relationship between the breach of contract and the other orders that MSNL wishes to terminate (in whole or in part).

4.2

Should MSNL terminate the order(s) pursuant to the provisions of clause 3.6 and 4.1, or demand performance of the order pursuant to clause 3.7, MSNL shall be entitled to suspend any performance that it owes the Contractor for whatever reason until that which is missing has been delivered. And also to set off the costs and loss sustained by MSNL as a result of the breach of contract against any amount that MSNL owes to the Contractor for whatever reason.

4.3

MSNL refers to the applicable Claim Policy as stated on the Suppliers' instructions/Manual on the Website. In this instruction the relevant details are stated regarding amounts/ percentages, which can be claimed by MSNL as compensation in case of any default.

Interim inspections

5.1

MSNL will be entitled at all times to inspect and test the goods to be delivered and/or the work/services to be carried out or to have them inspected or tested, and to carry out a progress check, or have one carried out. The Contractor will provide the necessary personal and material assistance to do so, within reason, give people or entities designated by MSNL access at all times to the place(s) where the order is carried out and will provide a suitable space for the interim inspection.

5.2

All interim inspections and tests will be carried out using the specifications, regulations and documents mentioned in [article 3](#).

5.3

All costs incurred by Contractor relating to interim inspections and tests, except for the costs of MSNL staff and third party staff hired by MSNL, will be at the Contractor's expense.

5.4

In the event of rejection by MSNL of the goods to be delivered and/or the work/services to be carried out MSNL will inform the Contractor in writing, indicating reasons, however the articles 3 and 4 will apply.

5.5

Interim inspection and testing by MSNL will never constitute acceptance of the goods to be delivered and/or the work/services to be carried out.

Final testing and acceptance

6.1

If the delivery is subject to final testing, the terms of [article 5](#), provided they are relevant, will apply accordingly.

6.2

If delivery of certificates, statements, maintenance regulations or other documents has also been agreed, these will be part of the delivery and acceptance of the goods and/or services delivered and will be deemed not to have occurred before delivery of said documents has occurred.

Packaging, delivery and transport

7.1

Goods to be delivered or goods held by the Contractor must be packaged and secured in such way that they reach their final destination in good condition. Packaging must comply with legal regulations within the European Union.

7.2

Any instructions by MSNL regarding preserving, marking, shipping and shipping documents to be included will be strictly observed by the Contractor. The MSNL General Delivery and Packaging Instructions are made available to the Contractor via the Website.

7.3

Unless otherwise agreed by the parties, the goods will be delivered free by the Contractor to the place(s) set out in the order. The risk of transport and packaging rests with the Contractor.

7.4

Unless explicitly stated otherwise, the goods to be delivered are at the risk and expense of the Contractor up to delivery of the goods to the delivery address indicated by MSNL. The costs of transport and any insurance are at the Contractor's expense.

7.5

The Contractor is obliged to insure all goods, provided they are its responsibility, against any Damage that may be caused to the goods.

7.6

MSNL reserves the right to return packaging at the Contractor's risk and expense against credit of the amount charged for it by the Contractor to MSNL.

7.7

MSNL is entitled to refuse deliveries that do not comply with article 7.1, article 7.2 and the MSNL General Delivery and Packaging Instructions.

7.8 The Contractor will carry out transport in accordance with the instructions of MSNL.

7.9

The Contractor undertakes that he or any third party will not make use of any gas or pesticides during the loading of the goods for MSNL in containers, unless this is explicitly requested by MSNL and done according to the MSNL procedures. Any costs resulting from the degassing of the containers will be at the expense of the Contractor.

7.10

In case Parties agree to the applicability of the ICC INCO terms regarding transport and risk, the most recent version of the ICC INCO terms will be binding for the Parties in determining rights and obligations in this regard.

Excess or shortfall of deliveries

8.1

MSNL is not obliged to take receipt of larger quantities of goods from the Contractor than explicitly set out in the order.

8.2

If at any time the Contractor has ordered more MSNL-specific raw materials, semi-finished products, packaging, labels, etc., or had such manufactured, than according to the order placed, MSNL need not receive them or pay the costs associated with acquisition or production, unless and insofar as agreed with MSNL beforehand in writing.

8.3

The Contractor is not permitted to sell or deliver or provide to third parties any excess production, except with MSNL's prior permission.

8.4

Excess or shortfall deliveries up to a maximum of 3% will be allowed. MSNL must be contacted in advance. Differences need to be indicated per colour and per size. In case of a difference in excess of 3%, prior written approval of MSNL will be required. In the event of a delivery of less than 97% of the quantity ordered, MSNL will be entitled to refuse the entire delivery or to claim specific performance.

Transfer of property and risk

9.1

Property and risk regarding the goods will be transferred to MSNL on delivery in the agreed place, in the agreed manner.

9.2

If goods are provided by MSNL to the Contractor for processing or as samples, MSNL will retain ownership of such goods. The Contractor must retain said goods, clearly marked for MSNL.

9.3

The risk regarding goods provided by MSNL will be assumed by the Contractor until said goods are accepted by MSNL after delivery to MSNL.

9.4

For return shipments as indicated in article 3.6, the Contractor will assume the costs, and the risk for the goods will be deemed to have remained with the Contractor.

Force majeure

10.1

Neither Party is obligated to comply with an obligation under the Agreement if it is prevented from doing so due to Force Majeure.

10.2

As soon as the Contractor can reasonably expect that it cannot comply with any obligation under this Agreement as a result of Force Majeure, it will immediately inform MSNL in writing, indicating the nature of the Force Majeure, measures that it has taken or will take, the probable duration of the Force Majeure situation and the consequences for the execution of this Agreement.

10.3

If the Contractor does not report the Force Majeure situation, or does not do so in a timely manner, or otherwise does not comply with the aforementioned obligation to report, it will not be able to claim Force Majeure, as from the time that it neglected to report it, and will be in default in the event of failure to report, or failure to report in a timely manner.

10.4

If the Force Majeure situation has lasted longer than 10 days, the Parties will be entitled to terminate the Agreement by written notice.

Confidentiality

11.1

Both during and after the term of the Agreement, the Contractor will treat the information provided as part of the Agreement regarding MSNL' business affairs (including information on promotional events, quality requirements, regulations, Models, drawings, schedules, designs, work methods, purchase and sale prices, work and clients of MSNL and companies affiliated with MSNL) as confidential and will not disclose it to any third party, unless this is strictly necessary for the execution of the Agreement, or occurs with MSNL' consent. The Contractor is not entitled to inform third parties of the existence of the Agreement in brochures, advertisements or otherwise through the media or letters, etc. without MSNL' prior written permission.

11.2

Notwithstanding the terms of article 11.1, the Contractor guarantees that it will not provide information to competitors of MSNL (or of companies affiliated with MSNL) particularly not regarding the type, quantity, composition, attire, appearance, quality and price of goods or services delivered or to be delivered by the Contractor to MSNL, without MSNL' written permission.

11.3

The Contractor will impose the obligations of this article on its employees and third parties involved by the Contractor in the execution of the Agreement. The Contractor will provide evidence of this to MSNL on the first request. If confidentiality is violated by a third party (employee or other auxiliary person), the Contractor will take measures, legal or otherwise, as desired by MSNL to prevent further violations.

Intellectual and industrial property

12.1

Unless otherwise agreed in writing, MSNL will hold all intellectual and/or industrial rights to material and information provided by MSNL to the Contractor and manufactured by or on behalf of the Contractor for MSNL, including (the appearance of) packaging, brands, labels, design, composition and/or specifications of products and semi-finished products, as well as technical and commercial knowledge, Models, patterns, templates, drawings, schedules and designs. As far as required, the Contractor will transfer all rights to the aforementioned material and information to MSNL. At MSNL' first request, the Contractor will also do everything required to effect such transfer.

12.2

The Contractor will refrain from all violations of the rights indicated in article 12.1. In particular, the Contractor will never provide, produce for or sell or deliver the aforementioned goods and/or information to any third party without the explicit prior written permission of MSNL.

12.3

The Contractor will use the material and information indicated in article 12.1 exclusively for the execution of the Agreement and will return them to MSNL immediately after necessary use.

Infringement on rights of third parties

13.1

The Contractor guarantees that the goods sold and delivered or to be sold and delivered to MSNL do not infringe on the rights of third parties, including copyrights, patents, corporate name and trademark rights, as well as rights to drawings and Models. The Contractor holds MSNL harmless against claims by third parties in that regard and will compensate all expenses incurred by MSNL in relation to such claims, including the cost of legal assistance and Damage incurred. This provision will not apply if and insofar as the goods in question are manufactured on the basis of explicit instructions by MSNL, such as specifications, designs, sketches, Models, drawings or formulations provided by MSNL, and the cause of the infringement lies in the instructions.

13.2

The Contractor will impose the obligation indicated in article 13.1 on all suppliers and Subcontractors it may use. The Contractor will provide evidence of this to MSNL on the first request. The Contractor guarantees that said suppliers or Subcontractors will comply with the relevant provisions and it will hold MSNL harmless against all costs and Damage arising for MSNL from non-compliance with this provision by a supplier or Subcontractor.

Liability and guarantee

14.1

The Contractor guarantees that goods and/or services it has delivered and is to deliver to MSNL comply with the requirements in effect under European and Dutch legislation, including but not

limited to requirements regarding the safety of the product, the product designations, environmental aspects of the packaging and product liability.

14.2

The Contractor holds MSNL harmless against third party claims regarding the obligations for the Contractor under article 14.1 and will compensate all expenses incurred by MSNL in relation to such claims, including the costs for MSNL to secure its rights and any and all Damage incurred.

14.3

If the Subcontractor Liability Act applies, the Contractor will also hold MSNL harmless against MSNL' liability towards a client or towards third parties for non-compliance by the Contractor or its Subcontractor of its obligations under the Subcontractor Liability Act.

14.4

The Contractor will immediately inform MSNL of any third party claims it has become aware of as indicated in articles 13.1, 14.2 and 14.3. Notwithstanding the terms of articles 13.1, 14.2 and 14.3, MSNL will be entitled to assume the handling of said claims and Contractor will provide MSNL all necessary assistance therein.

Penalty clause

15.1

The Contractor will owe MSNL an immediately payable penalty, not subject to settlement, of €25,000 (twenty-five thousand euros) for each violation of article 2.2 (subcontracting, transferring or assigning the order without permission), article 8.3 (sale or delivery of excess production), article 11 (confidentiality), article 12 (intellectual and industrial property), article 13 (infringement on rights of third parties), notwithstanding MSNL' right to compensation of actual Damage incurred.

Time of delivery

16.1

The date of delivery to MSNL mentioned on the order is a final deadline. If a week number is mentioned, the last day of that week will be the final deadline. If the order mentions that delivery will occur 'approximately' on a date or in a week, the date or week mentioned plus 4 days will be the final deadline.

16.2

If the Contractor does not comply with the terms of article 16.1, MSNL will be entitled, without further notice of default and/or judicial intervention and notwithstanding all of MSNL' other rights, to dissolve the Agreement entirely or with regard to the part thereof that is not performed on time and, if necessary, to have it performed or delivered by a third party at the Contractor's expense.

16.3

As soon as the Contractor knows or expects that the items and/or services it is to deliver will not be delivered on time or that it cannot deliver on time, it must immediately inform MS MODE in writing, indicating the causes or circumstances rendering delivery on time is impossible.

16.4

In the event of non-compliance with the agreed delivery time, MSNL will be entitled to charge the Contractor a discount on the agreed invoice value as specified in article 4.3, notwithstanding all of MSNL' other rights as set out in part 1 to 3 inclusive of this article.

Payment terms

17.1

The agreed payment period begins at the time of delivery of the goods at the delivery address indicated by MSNL, or – in the event of delivery at different delivery addresses – after the last delivery, or – in the event of delivery of services- after completing the agreed (part of the) work. In any event, however, the period will not begin before MSNL has received the invoice from the Contractor. The payment date will be the date on which MSNL gives the bank its payment instructions.

17.2

Unless agreed otherwise, payment will be by transfer to the Contractor's bank account, as indicated by the Contractor on the invoice, or to the bank account known to MSNL from previous transactions with the Contractor. The Contractor's invoice must comply with legal requirements in effect in the Netherlands and - insofar as applicable - state a VAT number.

17.3

Payment reversal by the Contractor for returned shipments (including packaging) is by transfer to one of MSNL's bank accounts no later than the date of receipt of the returned shipment by the Contractor. The Contractor is not allowed to offset any amount due or to postpone payment of any amount due.

17.4

MSNL will be entitled at all times to offset amounts it owes to the Contractor against amounts receivable from the Contractor for any reason.

17.5

Payment by MSNL does not constitute acknowledgement of the Contractor's claim, so that MSNL retains the right to file claims regarding invoices already paid and goods already delivered.

Country of Origin

18.1

For all goods to be delivered by the Contractor to MSNL, the Contractor will indicate the country in which the goods were manufactured, with the usual certificates of origin if necessary.

18.2

At MSNL's request, the Contractor will provide MSNL with the usual certificates of origin.

Bank guarantee

19.1

MSNL will be entitled to request a bank guarantee in MSNL's favour from the Contractor, if deemed necessary, to obtain sufficient assurances in the event that the Contractor does not comply with its delivery obligations.

Dissolution and Termination

20.1

Notwithstanding the terms of articles 3.6, 4.1 and 16.2, MSNL will be entitled to terminate the Agreement, in whole or in part, with the Contractor, with immediate effect, without notice of default and without judicial intervention, with written notice, if the Contractor is granted suspension of payment, temporarily or otherwise, if bankruptcy is filed regarding the Contractor and such request is not retracted within seven days, if the Contractor itself files for bankruptcy, or if its business is liquidated or terminated other than for restructuring or merger of businesses, and finally in the event that it proves impossible to obtain any import and/or export permits and/or quality certificates required from the relevant authorities regarding the goods and/or services that are to be delivered or have already been delivered.

20.2

In case of termination due to Material breach, MSNL will not be liable for any Damage incurred by Contractor as a result of such termination. If MSNL can reasonably assume future material breach by the Contractor, MSNL will be entitled to suspend the performance of the Agreement and make further demands to assure performance of the Agreement by the Contractor.

20.3

Notwithstanding the above, MSNL will be entitled at all times to terminate any Agreement in whole or in part. In that case, the Contractor will be compensated exclusively for expenses preceding termination and possibly a reasonable amount to be determined for overhead and lost profits as well.

20.4

In case an Agreement has to be regarded as a so called continuing performance agreement, MSNL will be entitled at all times to terminate such Agreement at a six months' notice. MSNL will not be liable for any Damage incurred by Contractor as a result of such termination.

20.5

All claims on the Contractor by MSNL will be due immediately and in full in the event of one of the circumstances indicated in articles 20.1 and 20.2.

Export

21.1

The Contractor must comply with the relevant export provisions when exporting goods to be delivered to MSNL. The Contractor will hold MSNL harmless from all third party claims related to violations of the applicable export provisions attributed to the Contractor.

Code of Conduct

22.1

The Contractor states that it has acknowledged the business codes of MSNL and will comply fully with said business code and act accordingly. The Contractor accepts all consequences resulting from non-compliance with the business codes. Both business codes are made available to the Contractor via the Website.

The Contractor must make sure the permitted subcontracting parties will also fully comply with the MSNL Code of Conduct. If the Contracted and/or the permitted subcontracting party fails to meet the requirements of the MSNL Code of Conduct, MSNL will be entitled to terminate the Agreement and more other orders placed, in whole or in part, with the supplier, with immediate effect, without notice of default and without judicial intervention, with written notice.

Applicable law and disputes

23.1

Only Dutch law is applicable to the Agreement. The Parties expressly exclude application of the UN Convention on Contracts for the International Sale of Goods (the 'Vienna Treaty'), unless agreed otherwise in writing.

23.2

Disputes between MSNL and the Contractor will in the first instance be submitted to the competent court in Amsterdam, unless opposed by a mandatory provision of Dutch law. MSNL nonetheless reserves the right to summon the Contractor to appear before the court in its general domicile or office.

Interpretation

24.1

The following definitions apply to the General Conditions and, unless otherwise agreed, to any Agreement reached under these General Conditions:

Agreement: any agreement between MSNL and Contractor including, as an integral part, the recitals and Annexes, as well as any order from MSNL;

Annex/Appendix: Any annex/appendix attached to the body of an Agreement and the General Conditions;

Cancellation/Cancel: any termination which under the applicable law leads, to the extent permitted, desired and communicated, to the end of the obligations of the Parties beyond the date of such termination, without prejudice to the obligations accrued prior to the date of such termination; (*Opzegging = notice*)

Damage: any and all damage, loss, expenses or harm, suffered by any Party and third parties, howsoever arising or based, whether direct, indirect, consequential, special, general, material, immaterial, punitive or of any other nature, to the extent in any way related to the subject matter of the Agreement;

Default: the position referred to in Article 6:81 of the Dutch Civil Code as "*verzuim*";

Direct Damage: Damage which is reasonably foreseeable at the time of the conclusion of the Agreement or at the time of the performance, default or other relevant event resulting in the damage incurred or to be incurred by or accrued with the relevant Party;

Dissolution/Dissolve: any termination which under the applicable law creates the obligation for the Parties to undo, to the extent permitted, desired and communicated, any performance rendered prior to the date of such termination; (*ontbinding = dissolution*)

Force Majeure: The act referred to in Article 6:75 of the Dutch Civil Code, or, if Dutch law does not apply to the Agreement, any failure to fulfil any term or condition of the Agreement if fulfilment has been delayed, interfered with or prevented by any event which is beyond the control of the Party concerned, and which is not for its risk or may be reasonably attributed to it, provided that the respective Party is not already in default of those obligations under the Agreement, all subject to any explicit further or different arrangements or provisions in the Agreement;

General Conditions: the General purchase and order conditions for MSNL B.V. and any modification and updates made from time to time;

Goods: any and all goods and merchandise from the Contractor; Indirect Damage: any and all damage which is not direct damage;

Material breach: any default or shortcoming justifying dissolution under Article 6:265 Dutch Civil Code, without prejudice to any other right for the relevant Party under the Dutch Civil Code or any other applicable law

Ownership: the right mentioned in Article 5:1 of the Dutch Civil Code, and also including any intellectual property or related right pertaining to the relevant Party;

Party: MSNL and Contractor;

Services: any and all activities performed by Contractor;

Specific Performance: the right to claim performance under the Agreement, as set forth *inter alia* in Sections 6 and 11 of Book 6 of the Dutch Civil Code, without prejudice to any other right the relevant Party may have under the applicable law; (*nakoming*)

Subcontractor: any third party as set forth in Article 6:76 of the Dutch Civil Code having an agreement with Contractor to carry out any obligation under this Agreement, or actually carrying out, or having carried out, any such obligation;

Termination/Terminate: any manner through which an Agreement is brought to an end and/or expires, including dissolution and cancellation;

Website: www.msmode.com, and any website/webpages of MSNL specifically intended for Contractor;

Warrant(y)/Guaranty: the undertakings and representations on the part of Contractor indicated as such through the use of the words "warrant(s)", "guarantee(s)", "warranty", "guaranty".