GENERAL TERMS AND CONDITIONS

5. AVAILABILITY OF PRODUCTS EX STOCK

Offers on stock are subject to products being unsold at the time of receipt of order.

6. PAYMENT AND DEFAULT

Unless Parties have agreed other payment conditions in writing, Buyer must effect payment of the full invoice amount, without any deductions, to Fujitsu's bank account within 30 days of the invoice date. Payment will be considered as having been made by Buyer only if it has been credited to Fujitsu’s bank account. No payment will be effective unless made in accordance with the payment terms stated in the Contract.

7. PROPERTY AND RISK

No property of any of the Products sold, and/or received by Buyer, and/or physically delivered shall pass to Buyer until full payment of any and all amounts due to Fujitsu has been made, irrespective of whether or not such property is in the possession, care, custody, or control of any Party. Risk shall pass to Buyer at the time when Buyer takes possession of the Products in accordance with the Contract.

8. RESTRICTIONS

Fujitsu shall not be liable if it is prevented from complying with its obligations under the Contract by force majeure, such as Force Majeure, embargoes, molest, administrative measures, fire, water damage, accidents, delays in delivery for any reason whatsoever, or as a result of any other causes which are beyond Party's risk and responsibility.
Provisions that, due to their nature, are intended to remain applicable after the end of the Contract shall survive the termination of the Contract.

Any variation of or addition to the Contract and/or the Terms and Conditions shall only be of any force or effect if reflected in writing and signed by or on behalf of the Parties and expressed to amend the Contract and/or the Terms and Conditions.

Fujitsu is entitled to assign, cede or transfer or otherwise dispose of any of its rights and obligations under the Contract to Third Parties, provided that Fujitsu shall give the Buyer prompt written notice of such assignment, cession, transfer or disposal.

Nothing in the Contract shall be deemed to create any joint venture, partnership or principal and agent relationship between the Parties.

22. DISPUTES, APPLICABLE LAW AND COMPETENT COURT

The Contract with Buyer shall be governed exclusively by the law of The Netherlands. Any applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention or CISG) is hereby excluded.

Any dispute shall be adjudicated exclusively by the competent court in The Netherlands, even if Buyer is resident outside The Netherlands and if the provisions of any treaty or convention should stipulate the competence of a court outside The Netherlands.

Fujitsu however reserves the right to have a dispute with an opposite party domiciled or resident outside The Netherlands adjudicated by a competent court outside The Netherlands.