



General Terms and Conditions of Decathlon Netherlands B.V. for the purchase of IT Services.

Article 1. Definitions

Offers: all offers and quotations submitted by the Supplier for the supply of an ICT Service;

Acceptance: the written approval and acceptance of (parts of) the ICT Service by Decathlon;

Acceptance Test: the test by which it is demonstrated that the ICT Service meets the agreed specifications and has the characteristics that may be expected by Decathlon based on the Agreement;

General Terms and Conditions: these General Terms and Conditions for the purchase of IT Services;

Decathlon: the private limited liability company Decathlon Netherlands B.V. located at Hoogoorddreef 15 - Gebouw Amerika, Amsterdam;

Defect(s): failure to (fully) meet the agreed use of the ICT Service, including the absence of characteristics that may be expected by Decathlon based on the Agreement;

Purchase Order: Decathlon's order for the supply of an ICT Service by or on behalf of the Supplier;

Implementation: all acts necessary to be able to start using the ICT Service in Decathlon's organisation, so that Decathlon and Decathlon's users are able to use it in the agreed manner;

Supplier: Decathlon's counterparty who supplies the ICT Service or the right of use of an ICT Service to Decathlon;

Supply: the supply of an ICT Service in the agreed manner, including the supply of a right of use;

Agreement: all agreements between the Supplier and Decathlon concerning the sale and/or Supply of an ICT Service by the Supplier to Decathlon;

Party(ies): Decathlon or the Supplier or Decathlon and the Supplier jointly;

ICT Service: all goods and/or services in the area of ICT that are supplied or offered by the Supplier to Decathlon, such as the supply, installation, implementation, updating, maintenance of (parts of) software and/or hardware (including documentation and accessories), the granting of software licences, the offering, maintenance and hosting of networks or solutions, or a combination thereof;

Fee: all (periodically) due amounts relating to the Supply of an ICT Service by the Supplier to Decathlon.

Article 2. Applicability and establishment

2.1. These General Terms and Conditions apply to all Offers, Purchase Orders and Agreements between the Supplier and Decathlon.

2.2. General or specific (sectoral) conditions of the Supplier are not applicable.

2.3. Decathlon shall be entitled to unilaterally amend these General Terms and Conditions from time to time. The most recent version shall be sent upon request.

2.4. If a translation of these General Terms and Conditions is used, in the event of discrepancies between the Dutch text and the translation, the Dutch text shall prevail.

2.5. An Agreement can only be entered into, amended or supplemented in writing. These General Terms and Conditions also apply to amended and supplementary Agreements.

2.6. All Offers of the Supplier are free of charge and irrevocable. All costs incurred or to be incurred by the Supplier in the context of an Offer shall be borne by the Supplier.

2.7. Agreements shall be established the moment Decathlon has accepted an Offer in writing or the moment the Supplier has accepted Decathlon's Purchase Order.

2.8. As long as an ICT Service has not been delivered to Decathlon, Decathlon shall be entitled to cancel or modify a Purchase Order and/or Agreement without cost, even after the Supplier has confirmed a Purchase Order to Decathlon.

2.9. Verbal commitments or agreements by or with employee(s) of Decathlon shall not bind Decathlon except after and insofar as an authorised representative of Decathlon has confirmed these by signing an Offer, Purchase Order or Agreement.

2.10. In the event of a discrepancy between the Purchase Order and the confirmation thereof, the contents of the Purchase Order shall be considered the contents of the Agreement between Decathlon and the Supplier.

2.11. Unless otherwise agreed in writing, Decathlon shall never be obliged to make a minimum purchase from the Supplier and there is no turnover guarantee or exclusivity for the Supplier.

Article 3. Supply and Implementation

3.1. Unless otherwise agreed in writing, the Supply of the ICT Service by the Supplier shall take place on the agreed delivery date at the (physical or digital) delivery address indicated by Decathlon or, in the event of an ICT Service that is made available remotely, through the actual provision of the (login) data necessary to be able to use the ICT Service.

3.2. Unless otherwise agreed in writing, or unless the ICT Service cannot be implemented due to its nature, the Supplier shall take care of the Implementation of the ICT Service in accordance with the specifications agreed in the Agreement.

3.3. Simultaneously with the Supply of the ICT Service, the Supplier shall provide Decathlon with all

relevant related documentation and any manuals (in Dutch and/or English).

3.4. All agreed delivery times shall be final. If the ICT Service cannot be delivered at the agreed time, and the Parties are unable to reach agreement on an extension of the delivery period and/or compensation for the damage caused by the delay, Decathlon shall be entitled to dissolve the Agreement without any further notice of default and without any obligation to compensation.

3.5. Decathlon shall only be obliged to pay any Fee to the Supplier after the Supply, Implementation and Acceptance have taken place.

Article 4. Acceptance and Acceptance Test

4.1. At the latest at the time of Supply, the Supplier shall offer (the parts of) the ICT Service for Acceptance. Decathlon may not refuse Acceptance if the ICT Service meets the agreed specifications and has the characteristics that may be expected by Decathlon based on the Agreement.

4.2. Decathlon may ask from the Supplier that an Acceptance Test be performed first. The Supplier shall cooperate fully with the Acceptance Test. The principles for an Acceptance Test shall be included in the Agreement; otherwise, Decathlon may itself determine those principles.

4.3. If the Acceptance Test shows that the Supplier's ICT Service does not meet the agreed specifications, the Supplier shall remedy the Defects without delay, at its own expense. When Decathlon has rejected the ICT Service more than twice, Decathlon shall be entitled to dissolve the Agreement without any further notice of default and without any obligation to compensation.

4.4. If no Acceptance Test has been agreed, Decathlon shall inform the Supplier in writing, within a reasonable period, whether or not it accepts the supplied items and hence proceeds with Acceptance. If the Supplier has not been informed by Decathlon within this period, the Supplier may not deduce from this that Acceptance has taken place. If Decathlon has started using the supplied items, Acceptance will be deemed to have taken place.

4.5. Irrespective of Acceptance, the Service must still comply with the provisions of Article 5 (Guarantees).

Article 5. Guarantees

5.1. The Supplier guarantees that the ICT Service:

- a. has the agreed characteristics, meets the agreed use and is free from Defects;
- b. can be maintained by the Supplier for a period of at least two (2) years after Acceptance;
- c. will continue to comply with the Agreement in the event of maintenance and updates;

d. complies with and will continue to comply with the requirements established by or under law, as well as European legislation and regulations.

5.2. If Decathlon makes a claim against the Supplier pursuant to the guarantee provided, and the Supplier is of the opinion that Decathlon cannot invoke the guarantee provision, the burden of proof shall rest with the Supplier.

Article 6. Maintenance and support

6.1. The Supplier shall see to the maintenance of the ICT Service from the moment of Acceptance and provide support to Decathlon to resolve breakdowns and remedy any Defects. The Parties shall lay down the Supplier's specific obligations relating to maintenance and support in a *Service Level Agreement (SLA)*, which shall be attached to the Agreement. Possible costs arising from maintenance and support shall be included in the Agreement; otherwise no additional costs shall be due for maintenance and support.

Article 7. Proprietary rights and source code

7.1. Ownership of all items and/or ICT Services that are specifically developed for Decathlon by the Supplier, including any documentation, data and software made available or developed in the process, in any form, shall pass to Decathlon at the time of Supply. The risk of the ICT Service shall pass to Decathlon at the time of Acceptance.

7.2. For ICT Services specifically developed for Decathlon, the Supplier shall make the complete source code available. The Supplier guarantees that this source code can also be further developed and maintained by third parties.

Article 8. Continuity

8.1. In the event of suspension and/or termination of the Agreement, on whatever grounds, it is essential for Decathlon and the Supplier that the termination should not have any adverse consequences for Decathlon's continuity and the quality of the services provided to Decathlon customers. The Supplier shall perform all necessary work to ensure a proper transition of the Services to Decathlon or a third party to be appointed by Decathlon in such a way that this does not affect or jeopardise Decathlon's business processes.

8.2. At Decathlon's request, the Supplier shall take measures, at no cost, to ensure continuity of the ICT Service if the ICT Service is important for the continuity of Decathlon and the performance of its business processes, so that Decathlon is able to continue to use the ICT Service in the event that one of the situations referred to in Article 14.5 of these General Terms and Conditions should occur.

Article 9. Intellectual property rights

9.1. The intellectual property rights to all data made available by Decathlon to the Supplier, (personal) data processed on behalf of Decathlon,

as well as (output) data generated by the ICT Service, in any form whatsoever, regardless of how it is used or stored, shall be owned by Decathlon.

9.2. The Supplier shall transfer the data provided to it and/or the (personal) data processed on behalf of Decathlon and/or the (output) data generated by the ICT Service, the intellectual property rights of which are owned by Decathlon, to Decathlon at its first request in a format indicated by Decathlon.

9.3. The Supplier shall not use the data provided to it, the (personal) data processed on behalf of Decathlon, or the items and the (output) data generated by the ICT Service, the intellectual property rights of which are owned by Decathlon, for purposes other than for the execution of the Agreement and shall not, except with Decathlon's explicit and written consent, reproduce them, in whole or in part, in any manner whatsoever, make them available to third parties or make them available to third parties for inspection.

9.4. The Supplier guarantees vis-à-vis Decathlon that the ICT Service provided and the use thereof do not infringe any intellectual or industrial property right belonging to a third party, and shall indemnify Decathlon for any claims and damages in this respect.

9.5. The intellectual property rights to all items and/or ICT Services that are specifically developed for Decathlon by the Supplier, including any documentation, data and software made available or developed in the process, in any form, shall be owned by Decathlon. If and insofar as necessary, the Supplier shall, at Decathlon's first request, fully cooperate, free of charge, with the transfer of the relevant intellectual property rights. The Supplier guarantees that it can transfer these rights.

9.6. The intellectual property rights to the ICT Services that are not specifically developed for Decathlon shall be owned by the Supplier or its licensors. In this case, Decathlon shall have a worldwide, perpetual and irrevocable right of use of the ICT Service (and any updated or new versions thereof) to use it within Decathlon's organisation. In the case of an ICT Service made available remotely for a limited period (hosting, SaaS, etc.), the duration of this right of use shall be equal to the duration of the Agreement.

Article 10. Confidentiality and handling of confidential information

10.1. The Supplier undertakes to keep secret all confidential information received from Decathlon in connection with the execution of the Agreement and shall, at Decathlon's first request, sign a *Non-Disclosure Agreement (NDA)* in accordance with Decathlon's model.

10.2. Confidential information shall in any case mean: all data of which the Supplier should reasonably be aware that it is confidential in nature, which shall in any case include: (i) the information indicated by Decathlon as being confidential; (ii) all

non-publicly available information relating to Decathlon, including but not limited to operational, performance and cost information.

10.3. The confidentiality obligation in Article 10.1 of these General Terms and Conditions shall not apply if the Supplier is required to divulge information pursuant to the law, by virtue of obligations vis-à-vis a tax authority, supervisory authority or competent court, and in the context of legal proceedings or other proceedings between the Parties. The Supplier shall, to the extent permitted by law, inform Decathlon in advance in writing before making any such disclosure.

10.4. At Decathlon's request, the Supplier shall make all confidential information obtained under the Agreement available to Decathlon in a usable format within five (5) calendar days. If Decathlon has supplied confidential information to the Supplier in electronic form, the Supplier shall return such confidential information in the same manner. If Decathlon requests that the Confidential Information be destroyed, the Supplier is prohibited from keeping a copy, summary or part of the Confidential Information in any form whatsoever, unless a legal obligation to store it specifically prevents this. In such cases, the Supplier shall inform Decathlon which information it is, for how long and in what manner this information is stored.

Article 11. Personal Data

11.1. In performing its obligations in the context of the Offer, Purchase Order and/or Agreement, the Supplier shall comply with all applicable laws and regulations as regards the handling and protection of personal data, in particular those from the General Data Protection Regulation. The Supplier shall process the personal data relating to Decathlon exclusively at the instruction of and in accordance with the rules prescribed by Decathlon (unless required otherwise by law) and only insofar as necessary for compliance with its obligations under an Offer, Purchase Order and/or Agreement.

11.2. If it transpires that the Supplier processes personal data on behalf of Decathlon, the Parties shall, at Decathlon's first request, sign a *Data Processing Agreement (DPA)* in accordance with Decathlon's model.

Article 12. Security

12.1. The Supplier guarantees proper security of data, documentation and information, and in particular with respect to data, confidential information and personal data the intellectual property rights of which are owned by Decathlon. The Supplier shall ensure that Decathlon's data, confidential information and personal data are not accessible to third parties.

12.2. The Supplier shall ensure that the ICT Service, its own systems and the systems on which the ICT Service runs, if this is made available remotely, are secure. In the execution of the Purchase Order and/or Agreement, the Supplier

shall comply with Decathlon's *Security Insurance Plan (SIP)* and the security standards included therein, which shall be sent to the Supplier and attached to the Purchase Order and/or Agreement.

12.3. If the Supplier receives and stores data, personal data and confidential information relating to Decathlon, the Supplier shall periodically make a back-up of this information with a view to security and preservation. In the event that data, personal data and/or confidential information are lost, whether due to system failure, user error or otherwise, the Supplier must be able to retrieve this information from the last available back-up. The Supplier shall make this back-up accessible and usable at Decathlon's request or with its permission.

Article 13. Fee, invoices and payment

13.1. The Fee shall be in euros, exclusive of sales tax, and include all costs necessary for the Supplier to fulfil its obligations, including any government deductions, levies, premiums and other taxes due.

13.2. The agreed Fee shall be fixed unless the Parties have agreed otherwise in writing.

13.3. Invoices are subject to a payment term of thirty (30) days after receipt of a correct invoice. If Decathlon so requests, the Supplier shall send the documents on which the invoice is based.

13.4. Invoices must comply with the requirements of the Sales Tax Act 1968 and the Agreement.

13.5. Invoices must be sent in PDF format to boekhouding.nl@decathlon.com, addressed to Decathlon Netherlands B.V., Hoogoorddreef 15 Gebouw Amerika, 1101 BA Amsterdam, quoting the Purchase Order number. The Agreement must contain the following details of the Supplier: company name, address, Chamber of Commerce number, VAT number, bank account number, telephone number and email address.

13.6. In the event of non-compliance with Articles 13.4 and 13.5 of these General Terms and Conditions, Decathlon will not process the invoice and will suspend payment. Payment of an invoice does not mean that Decathlon has accepted the ICT Service and does not imply a waiver of rights.

13.7. If Decathlon does not pay (the non-disputed part of) an invoice on time, this shall not entitle the Supplier to suspend or terminate the delivery of the ICT Service. In the event of late payment of a non-disputed invoice, the Supplier shall first send Decathlon a written reminder, in which Decathlon is given the opportunity to still pay within a reasonable time. If Decathlon still fails to pay (the non-disputed part of) an invoice after a written reminder from the Supplier, it shall be in default and liable to pay the Supplier only the legal interest as referred to in Article 6:119 of the Civil Code. Decathlon shall not be liable to pay this interest if the invoice does not comply with the provisions of Articles 13.4 and 13.5 of these General Terms and Conditions.

13.8. The amount of the sums to be paid to the Supplier shall be those in Decathlon's administrative files, unless the Supplier proves that these files are incorrect.

13.9. Decathlon shall be entitled to suspend its (payment) obligations if the Supplier has not correctly complied with the Agreement or if Decathlon has a reasonable suspicion to assume that there is an impending situation of non-compliance on the part of the Supplier.

13.10. If Decathlon makes advance payments, the Supplier is obliged to establish a bank guarantee or other security at Decathlon's first request.

13.11. Decathlon is entitled to set off claims of the Supplier against Decathlon against claims of Decathlon against the Supplier, and these claims do not have to be connected with each other.

13.12. The Supplier is prohibited from assigning or pledging claims. This provision has property law consequences.

14. Term and dissolution

14.1. If no term is stipulated in the Agreement, and the Agreement provides for the Supply of a continuous ICT Service, it shall be deemed to have been entered into for one year.

14.2. After expiry of the (initial) term of the Agreement, the Agreement shall terminate by operation of law.

14.3. Decathlon shall be entitled to terminate the Agreement relating to a continuous ICT Service at any moment and without justification, with due observance of a notice period of 1 (one) month, unless otherwise agreed in writing. Decathlon shall not be obliged to compensate the Supplier in any way for the consequences of the termination of the Agreement.

14.4. The Supplier shall only be entitled to suspend its obligations after sending a letter of formal notice in which Decathlon is offered at least a period of thirty (30) days to still fulfil the obligations incumbent on it.

14.5. Decathlon shall be entitled to fully or partially dissolve the Agreement in writing and without prior letter of formal notice or notification, with immediate effect if:

- a. the Supplier fails to comply with one or more of its obligations, and fulfilment thereof is no longer possible, including missing final delivery periods;
- b. there is no situation under Article 14.5 (a) above and the Supplier, after having been given a prior letter of formal notice and the opportunity to comply, still fails to fulfil its obligations under the Agreement;
- c. Decathlon has reasons to believe that the Supplier is not or will not be able or willing to fulfil its obligations;
- d. the Supplier's assets are seized, the Supplier has applied for a suspension of payments, is in a situation of requiring a suspension of payments, has filed for bankruptcy, is in a state of bankruptcy, proceeds to liquidate its business or

ceases its activities or appears insolvent in any way;

- e. changes occur in the ownership or management situation at the Supplier, including mergers and acquisitions.

14.6. In the event of dissolution, the Supplier is obliged to immediately reimburse all costs already incurred by Decathlon, without prejudice to Decathlon's right to claim full damages. At Decathlon's first request, the Supplier shall also reimburse all sums that have already been paid by Decathlon.

15. Liability and insurance

15.1. The Supplier is liable for any damage incurred by Decathlon or a third party attributable to the Supplier's failure to fulfil, or incorrectly fulfil, the obligations under the Agreement.

15.2. The Supplier is obliged to take out and maintain insurance in an adequate and customary manner, for the risks arising from or related to the Agreement. As proof that such insurance has been taken out, the Supplier shall forward a copy of the policy or proof of insurance to Decathlon at its first request.

16. Force majeure

16.1. In the event of force majeure, in other words a shortcoming which is not attributable to one of the Parties, the Party invoking force majeure shall immediately notify the other Party in writing and keep it informed of developments.

16.2. If a Party is unable to perform or fails to perform its obligations under the Agreement for a period of more than thirty days as a result of force majeure, the other Party shall be entitled to dissolve the Agreement (in whole or in part) out of court, with immediate effect by registered letter and without any right to compensation.

16.3. Force majeure does not include: staff undercapacity or illness at the Supplier, strikes, blockades or work-to-rule, transport snags, attributable failure in the performance of third party(ies) relied upon by the Supplier, shortage or unsuitability of materials, theft, flooding, government actions, liquidity or solvency problems at the Supplier, the inability of the Supplier to obtain any required permit or permission from the government and/or interruptions in networks used by the Supplier.

17. Compliance

17.1. Compliance

17.1.1. Definitions

"**Anti-Corruption Laws**" means French and international anti-corruption laws including the French Criminal Code, Law No. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernisation of economic life known as the Sapin II Law, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other law, regulation, rule or legally binding measure (in

connection with the prevention and suppression of bribery, influence peddling, fraud or any other related or equivalent activity) having similar effects, as amended from time to time, to which the parties are or may be subject.

- "**Sanctioned Person**" means (i) any person on any of the lists of persons subject to sanctions maintained by France, the European Union, the United Nations, the United States, the United Kingdom or any other legal standard to which Decathlon or [name of other party] may be subject, including but not limited to: National Register of Frozen Assets, the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions of the European Union, the Consolidated Sanctions List of the United Nations Security Council, the Specially Designated Nationals and Blocked Persons List of the US; and (ii) any Person "owned" by, controlled by or acting on behalf of or at the direction of a Person on any of the foregoing lists, as amended from time to time.

- "**Trade Restriction Laws**" means all applicable (i) economic, financial, trade sanctions and restrictive and embargo measures, and (ii) applicable laws and regulations governing import and export controls, as amended from time to time, of France (including the Treasury Department), the European Union, the United Nations, the United States, the United Kingdom (including the Treasury Department), or any other legislation to which Decathlon or the Supplier may be subject.

- "**Compliance Clause**" refers to this clause.

17.1.2. Obligations

17.1.2.1. Compliance with applicable laws and Decathlon standards

The Supplier represents and warrants that it complies and will comply throughout the term of the Agreement with all applicable national and international rules of ethical and responsible behaviour, including but not limited to: applicable health and safety, environmental, tax and competition laws and regulations.

In the execution of the Offer, Purchase Order and/or Agreement, the Supplier shall comply with the latest version of Decathlon's **Code of Conduct**, which shall be sent to the Supplier and attached to the Agreement. The Supplier shall ensure that its suppliers also comply with Decathlon's **Code of Conduct**.

17.1.2.2 Anti-corruption obligations

Throughout the term of the Agreement, the Supplier agrees to comply with the Anti-Corruption Legislation.

The Supplier, its affiliates, directors, officers, employees, agents, service providers, suppliers and any person acting on its behalf or with its consent shall not give, offer to give, solicit or accept any benefit from any person, directly or indirectly, for the

purpose of improperly influencing the actions or decisions of any person or entity in connection with the Agreement, including, but not limited to, its implementation, execution or termination. Throughout the duration of the Agreement, the Supplier undertakes to respond in good faith and within a reasonable time to requests for information and questionnaires sent by Decathlon as part of its third-party evaluation system.

17.1.2.3. Obligations under Trade Restriction Laws

Throughout the term of the Agreement, the Supplier represents and warrants that its directors, officers, employees and shareholders are not Sanctioned Persons.

Throughout the term of the Agreement, the Supplier agrees to (i) comply with the Trade Restriction Laws; (ii) refrain from any act or omission that may cause Decathlon to violate the Trade Restriction Laws or be subject to restrictions or sanctions, or suffer adverse consequences, in connection with the Trade Restriction Laws or be designated as a Sanctioned Person.

17.2. Consequences of violations of the Compliance Clause

17.2.1. Obligations to provide information

Throughout the term of the Agreement, the Supplier shall immediately notify Decathlon of (i) any violation of the Anti-Corruption Laws, the Trade Restriction Laws or the Compliance Clause in connection with this collaboration agreement and (ii) any related claim, investigation or proceeding initiated against it.

17.2.2. Duty of remediation

In the event that Decathlon is made aware of a risk of violation or a violation of the Anti-Corruption Laws, Trade Restriction Laws, Human Rights Laws or the Compliance Clause by the Supplier or by any other means, the Supplier undertakes to provide Decathlon, upon first request, with any additional information it deems useful to request in order to analyse the nature and seriousness of the risk of violation or the violation that has occurred. If Decathlon deems it useful, the Supplier undertakes to implement corrective actions, the content and deadlines of which are adapted to the violation or risk of violation identified.

17.2.3. Right of suspension

The obligations set forth in the Compliance Clause are essential to Decathlon. Accordingly, and without prejudice to any other rights or remedies it may have under the Compliance Clause or at law (including, where applicable, the implementation of remedial measures and the right to damages for breach of contract), Decathlon reserves the right to cancel any order and/or suspend the Agreement and any other business relationship between the Parties if it believes in good faith that the Anti-Corruption Laws, Trade Restriction Laws or

Compliance Clause are being or have been violated in any material way by the Supplier, provided that Decathlon has notified the Supplier in writing of its intention to suspend the Agreement and the reason for doing so.

17.2.4. Right of termination

The obligations set forth in the Compliance Clause are essential to Decathlon. Accordingly, and without prejudice to any other rights or remedies available to it under the Compliance Clause or at law (including, where applicable, the implementation of remedial measures and the right to damages for breach of contract), Decathlon shall be entitled to terminate the Agreement and any other business relationship between the parties if it believes in good faith that the Anti-Corruption Laws, Trade Restriction Laws or Compliance Clause have been violated in any material way by the Supplier, provided that Decathlon has notified the Supplier in writing of its intention to terminate the Agreement and the reason for doing so.

17.2.5. Indemnification

The Supplier undertakes to indemnify and hold Decathlon harmless from and against any and all claims, demands, losses, penalties, costs and expenses related, directly or indirectly, to any violation of the Anti-Corruption Laws, Trade Restriction Laws or the Compliance Clause.

18. Audit

18.1. Decathlon shall, during the term of the Agreement and up to two (2) years after termination thereof, be entitled to carry out (or have carried out) an audit by an internal or external auditor with respect to the fulfilment of the Supplier's obligations under the Agreement and/or these General Terms and Conditions. The Supplier shall fully cooperate with such audit. This shall include, but not be limited to, the timely inspection of books, documents, and other data media and the provision of all data and information for the purpose of the audit, as well as the granting of access to Decathlon or a third party relied upon by Decathlon to the sites where the audit is being performed.

18.2. The audit shall be announced in good time and in writing, and shall take place in such a way that the Supplier's business operations are inconvenienced as little as possible. During the audit, Decathlon and/or a third party relied upon by Decathlon shall comply with the Supplier's internal rules.

18.3. Unless the auditor finds irregularities, the costs of the services of the auditor(s) shall be borne by Decathlon. The Supplier is responsible for its own costs arising from the audit.

19. Transfer and reliance on third parties

19.1. The Supplier is not permitted to transfer the rights and/or obligations under the Agreement, in

whole or in part, to a third party, unless Decathlon has given prior written consent.

19.2. The Supplier is not permitted to rely on third parties for the execution of the Agreement, unless Decathlon has given prior written consent. The Supplier shall remain fully liable and responsible for all obligations with respect to the execution of the Agreement even after such consent has been given.

20. Applicable law and disputes

20.1. The Agreement, as well as any agreements arising from or relating to it, including Offers, Purchase Orders and these General Terms and Conditions, shall be governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

20.2. All disputes arising from the Agreement and all agreements arising from or relating to it, including Offers, Purchase Orders and these General Terms and Conditions, shall be submitted to the competent court in Amsterdam.

21. Changes

21.1. The Supplier is not permitted to unilaterally amend the Agreement. Amendments to the Agreement and deviations from these Terms and Conditions shall only take effect if they have been agreed upon in writing by legally authorised representatives of the Parties, without prejudice to Decathlon's right to unilaterally amend these General Terms and Conditions in accordance with the provisions of Article 2.3 hereof.