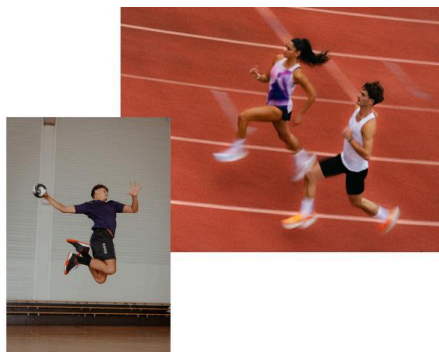


Terms and Conditions



General terms and Conditions of Decathlon Netherlands B.V. for the Purchase of Products (no resale)

Article 1. Definitions

Offers: all offers and quotations submitted by the Supplier for the supply of a Product;

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

Purchase order: Decathlon's order to supply a Product by or on behalf of Supplier;

Supplier: Decathlon's counterparty;

Delivery: the supply or delivery of the Products at the location indicated by Decathlon, including the assembly or installation thereof in accordance with the requirements set in the Agreement;

Agreement: the written agreement between the Supplier and Decathlon concerning the sale and/or delivery of a Product by or on behalf of Supplier to Decathlon;

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

Product: the movable property or movable properties to be delivered to Decathlon by the Supplier pursuant to the Agreement, including manuals or other instructions for use;

Conditions: these general terms and conditions for the purchase of Products.

Article 2. Applicability and establishment

2.1. These Conditions always apply to all Offers, Purchase Orders and Agreements. Deviating clauses shall only apply if expressly agreed in writing by the Parties.

2.2. The applicability of general or specific (branch) conditions of the Supplier is hereby expressly rejected.

2.3. Decathlon shall be entitled to unilaterally amend these Conditions from time to time. The most recent version will be sent upon request and can be consulted on Decathlon's website: https://www.decathlon.nl/landing/suppliers/_/R-a-suppliers.

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

2.5. All Offers 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.

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

2.7. As long as a Product 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. Modification of a price and delivery time following a modification of a Purchase Order is only possible if such modifications have been accepted by Decathlon.

2.8. 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.

2.9. 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.

2.10. 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. Delivery

3.1. Unless otherwise agreed in writing, the Supplier shall deliver the Products on the agreed delivery date or within the agreed delivery period(s) at the delivery address and delivery place specified by Decathlon, and the Supplier shall bear all costs and risks associated with the transport of the Products thereto, including, where applicable, the payment of import duties and responsibility for the fulfilment of the related formalities.

3.2. Ownership of the Products shall pass to Decathlon at the moment of Delivery of the Products at the indicated location.

3.3. All agreed dates, times and deadlines are final. If the Product is not delivered to the agreed location within the agreed period, the Supplier shall be in default without letter of formal notice.

3.4. As soon as the Supplier knows or expects that the Products cannot be delivered on time, it must immediately inform Decathlon thereof. The Supplier is

liable for any damage incurred by Decathlon due to the delay as well as due to late notification of (likely) delay.

3.5. If the Products are not delivered in full or in part at the agreed time, and the Parties are unable to reach agreement on an extension of the delivery term and/or compensation for damage caused by the delay, Decathlon shall be entitled - without letter of formal notice being required - to dissolve the Agreement in writing.

3.6. If the Products are delivered earlier than on the agreed delivery date, this shall only be with Decathlon's prior written consent and shall not mean that the agreed time of payment changes accordingly. Partial Deliveries are not permitted, unless Decathlon has agreed to this in writing.

3.7. Decathlon is not required to make any payment to the Supplier before the Delivery of the Products has taken place..

3.8. In the event that Decathlon is not reasonably able to take delivery, the Supplier shall, for a period to be agreed upon, store the delivery at its own expense and risk, and keep it available in such a way that the correct and constant composition of the Products is guaranteed.

Article 4. Packaging

4.1. The Products must be properly packaged and secured in such a way that they reach their destination in good condition during normal transport. The Supplier must take out adequate insurance against reasonable risks during transport. The legally required information must be stated on the packaging.

4.2. To the extent possible, the Supplier shall use sustainable and environmentally friendly packaging materials.

4.3. Each shipment must be accompanied by a packing list indicating the Purchase Order number.

4.4. The Supplier guarantees that any Products which are classified as dangerous substances and/or objects under the ADR (Accord européen relative au transport international de marchandises Dangereuses par Route), as well as the transport and packaging, comply with the requirements of the ADR and display the required information and indications.

4.5. At Decathlon's first request, the Supplier shall immediately take back or collect packaging material after Delivery of the Products, at its own expense.

Article 5. Quality and guarantees

5.1. The Supplier guarantees that it is sufficiently familiar with Decathlon's objectives regarding the Products, Decathlon's organisation which is relevant in this respect, and the processes whereby and in connection with which the Products are used. Decathlon has provided the Supplier with sufficient information to this end.

5.2. The Supplier guarantees that the Product delivered complies with the Agreement, is free of defects,

and is suitable for the purpose for which the Product is intended. The Product does not comply with the Agreement if, partly in view of the nature of the matter and the notifications made by the Supplier with respect thereto, it does not have the properties that Decathlon might expect on the basis of the Agreement.

5.3. The Supplier guarantees that in any case, the Product: (a) is of good quality and at least meets the usual requirements of robustness, efficiency, finish and all legal requirements and standard sectoral regulations concerning quality, safety, health and the environment; (b) has a CE mark; (c) has a proper manual or other instructions for use; (d) does not contain any substances and/or preparations prohibited by or pursuant to the law and (e) is free of defects.

5.4. The Supplier guarantees that the delivered Product is free of any special charge or restriction which the Buyer has not expressly accepted in writing. The Supplier shall indemnify the Buyer against any claim in this regard.

5.5. Without prejudice to Decathlon's rights under the law or the Agreement, a warranty period of three (3) years shall apply from the Delivery of the Product, unless the Parties have agreed to a different warranty period in writing.

Article 6. Inspection

6.1. Decathlon shall be entitled to fully or partially inspect the Products during manufacture and/or prior to Delivery and/or within thirty (30) days after Delivery. In the event of an inspection, Decathlon shall examine whether the Products to be delivered or delivered are in conformity with the requirements of the Agreement or these Terms and Conditions, and in particular whether the Products comply with the warranties issued in accordance with article 5.

6.2. If Decathlon rejects the Product to be delivered, the Supplier shall, without prejudice to all other rights or claims of Decathlon, be required, at its own expense and risk, to promptly present the missing or the repaired or replacement Product for a new inspection.

6.3. Approval of the Product to be delivered by or on behalf of Decathlon does not imply acknowledgement that the Product fulfils the warranties given in accordance with Article 5.

Article 7. Non-compliance

7.1. If the delivered Product does not comply with the warranties referred to in article 5, Decathlon may demand that the Supplier repair or replace the Product. The costs involved shall be borne by the Supplier.

7.2. If, after having been sent a reminder to do so by Decathlon in writing, the Supplier fails to comply with a demand as referred to in article 7.1 within the term specified therein, Decathlon shall be entitled, without prior judicial intervention, to choose between:

replacement or repair of the Product by a third party at the Supplier's expense;

b. return of the Product in question at the expense and risk of the Supplier and dissolution of the Agreement in accordance with the provisions of Article 9.3, and consequently crediting of (the part of) the purchase price already paid for the Product in question.

7.3. If pursuant to an issued warranty the Product is repaired, modified or replaced, a new full warranty period shall commence after the repair, modification or replacement for the part of the Product repaired, modified or replaced.

7.4. Decathlon shall be entitled, in urgent situations, or in the event the Supplier does not fulfil its warranty obligations despite a written reminder, to carry out or have carried out (provisional) repairs itself at the Supplier's expense, without prejudice to the Supplier's warranty obligations.

7.5. The provisions of Articles 7.1 and 7.2 shall not affect other rights and claims that Decathlon may derive from any non-compliance.

Article 8. Prices, invoicing, and payment

8.1. Prices must be in euros, exclusive of sales tax, and include all costs necessary for the Supplier to fulfil its obligations, including packaging, transport and insurance up to and including Delivery and are inclusive of any government deductions, levies, premiums and other taxes due.

8.2. Prices are fixed unless the Parties have agreed otherwise in writing.

8.3. The Supplier shall send the invoice after the Delivery has been made. Decathlon shall pay within thirty (30) days after receiving a correct invoice. If Decathlon so requests, the Supplier shall send the documents on which the invoice is based.

8.4. Invoices must comply with the stipulations the Law on Sales Tax of 1968 and in the Agreement.

8.5. Invoices must be sent to boekhouding.nl@decathlon.com. F.A.O. Decathlon Netherlands B.V. Hoogoorddreef 15 Gebouw Amerika, 1101 BA Amsterdam. Unless otherwise agreed, please mention the purchase order at all times.

8.6. In the event of non-compliance with Articles 8.4. and 8.5., Decathlon will not process the invoice and will suspend payment.

8.7. Payment of an invoice by Decathlon does not imply acknowledgement that the Product fulfils the warranties given in accordance with Article 5.

8.8. Decathlon is entitled to set off any due invoice amounts against amounts owed to Decathlon by the Supplier, and these do not have to be connected with each other.

8.9. 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

Products. In the event of late payment, the Supplier shall first send Decathlon a written reminder, in which Decathlon is given the opportunity to still pay within a reasonable time.

8.10. 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.

8.11. 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. Decathlon shall inform the Supplier of such in writing within a reasonable period of time.

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

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

Article 9. Term and dissolution

9.1. If the Agreement pertains to regular delivery of Products, whether or not based on Purchase Orders, it shall be deemed to have been entered into for a maximum of one year, unless otherwise agreed in writing. After expiry of the (initial) term of the Agreement, the Agreement shall terminate by operation of law.

9.2. Decathlon shall be entitled to terminate the Agreement at any moment and without justification, with due observance of a notice period of at least 1 (one) month, unless otherwise agreed upon in writing. Decathlon is obliged to compensate the Supplier in any way for the consequences of the termination of the Agreement.

9.3. 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:

the Supplier fails to comply with one or more of its obligations, and fulfilment thereof is no longer possible, including missing final delivery terms;

there is no situation under Article 9.3 (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;

Decathlon has reasons to believe that the Supplier is not or will not be able or willing to fulfil its obligations; 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;

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

9.4. 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.

Article 10. Liability

10.1. 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.

10.2. If the Supplier uses the property of Decathlon in the execution of the Agreement, the Supplier shall be liable for the loss or theft thereof and the damage caused to such property.

10.3. The Supplier shall indemnify Decathlon against all claims by third parties with respect to defective Products within the meaning of the provisions of the Civil Code on product liability.

10.4. The Supplier shall indemnify Decathlon against third-party claims for compensation for damage or otherwise caused by or in connection with the execution of the Agreement

10.5. The Supplier shall indemnify Decathlon for all costs and damages in connection with a product recall (including all investigation and execution costs). In the event of a product recall, the Supplier is obliged to take back the Products in question at its own expense, including transport, and the Supplier shall reimburse Decathlon for the price paid for these Products, without any discount.

10.6. The Supplier shall indemnify Decathlon against any claims, taxes, premiums and additional levies resulting from chain liability, including non-compliance with any obligation of the Supplier or the third parties relied upon by the latter vis-à-vis the tax authorities or social bodies.

10.7. The Supplier is obliged to take out and maintain insurance in a suitable and customary manner in terms of traffic standards, 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 upon first request.

Article 11. Force majeure

11.1. 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.

11.2. If a Party is unable to perform or fails to perform its obligations under the Agreement for a period of more than thirty (30) 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.

11.3. 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.

Article 12. Intellectual property rights

12.1. All items, information and data made available to Supplier by Decathlon, in whatever form, regardless of the manner in which they were used or stored, are and remain Decathlon's property.

12.2. The Supplier shall not use the items, information, and data provided to it for purposes other than those for which they have been made available and shall not, except with Decathlon's explicit and written consent, reproduce, make available to third parties, or make them available to third parties for inspection, in whole or in part, in any manner whatsoever.

12.3. If and to the extent that the delivered Products are subject to intellectual property rights of Supplier, the Supplier hereby grants Decathlon an irrevocable perpetual licence with respect to such rights, including the right to sub-license. The Supplier vouches that Decathlon may use the Products delivered to it under the Agreement, without any obstruction.

12.4. The Supplier hereby transfers to Decathlon all (intellectual) property rights and interests relating to the Products that the Supplier develops, specifically by order of Decathlon and for the benefit of Decathlon. Pursuant to the Agreement, these intellectual property rights shall be transferred by the Supplier to Decathlon at the moment they are created, and Decathlon accepts the transfer now for that point in the future. Insofar as necessary, the Supplier shall cooperate in the transfer of these rights by notarial deed - free of charge - if this is required.

12.5. The Supplier guarantees vis-à-vis Decathlon that the Products and the use of the Products do not infringe on any intellectual or industrial property rights of a third party, and indemnifies Decathlon against third-party claims and any damages and costs incurred by Decathlon in connection with such claims.

Article 13. Confidentiality and handling data

13.1. The Supplier undertakes to keep secret all confidential information received from Decathlon in connection with the execution of the Agreement. If the Parties have entered into a **Non-Disclosure Agreement (NDA)**, the provisions of Article 13 of these Terms and

Conditions shall apply in addition to the provisions of the NDA.

13.2. 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.

13.3. The confidentiality obligation in article 13.1 of these 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.

13.4. 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 14. Personal Data

14.1. 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 regarding the protection of personal data, in particular the General Data Protection Regulation.

14.2. 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 15. Compliance

15.1. Compliance

15.1.1. Definitions

"Anti-Corruption Laws" means Dutch, 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 modernization 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.

15.1.2. Obligations

15.1.2.1. 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**.

15.1.2.2 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.

15.1.2.3. 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.

15.2. Consequences of Violations of the Compliance Clause

15.2.1. 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.

15.2.2. Remediation assignment

In the event that Decathlon is made aware of a risk of violation or 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.

15.2.3. 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 the Compliance Clause is or has been violated in any material way by the Supplier, provided that Decathlon has notified the Supplier in writing its intention to suspend the contract and the reason therefor.

15.2.4. 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 the Compliance Clause has 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 therefor.

15.2.5. 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.

Article 16. Audit

16.1. 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 no more than once a year with respect to the fulfilment of the Supplier's obligations under the Agreement. 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.

16.2. 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.

16.3. 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.

Article 17. Transfer and reliance on third parties

17.1. 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.

17.2. 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.

Article 18. Publications and use of trademarks

18.1. The Parties shall only be entitled to use each other's name and trademark in expressions if and to the extent they have given each other prior written consent. Further conditions may be attached to such consent, and Decathlon shall always be entitled to revoke such consent with immediate effect.

18.2. The Supplier shall not implicitly or explicitly mention (the conclusion of) the Agreement in its own publications (including press releases) or advertisements, and shall not use Decathlon's name as a reference except with Decathlon's written consent.

Article 19. Applicable law and disputes

19.1. The Agreement and all agreements arising from or relating thereto, including Offers, Purchase Orders and these Terms and Conditions, shall be governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

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

20. Changes

20.1. 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 Terms and Conditions in accordance with the provisions of Article 2.3 hereof.
