InvestInternational

General Purchase Terms and Conditions
for the group of Invest International
Version January 2022

Chapter I. General

1. Definitions

1.1. The following terms are written with initial capitals in these general purchase terms and conditions and are defined as follows:
Agreement: an agreement between Invest International and the Supplier under which the Supplier supplies Products to Invest International on whatever grounds;
Acceptance: the formal approval of all the elements of the Product, individually and in combination with each other, by means of a successfully executed (full) Acceptance Procedure;
Acceptance Procedure: the test procedure used to demonstrate that the Product meets the agreed specifications and is suitable for normal use;
Clause: a clause in the Terms and Conditions;
Days: calendar days;
Delivery: one or more Products, if these consist of goods, into the possession of or under the control of Invest International by Supplier and/or, if the Products consist of services or work, the performance of these services or work, in accordance with Clause 6 of the Terms and Conditions;
Offer: a Written offer or quotation by the Supplier to deliver a certain quantity of Products on certain conditions;
Order: the Written order for Delivery of Products and/or acceptance of the Offer from the Supplier by Invest International;
Intellectual Property rights: All intellectual property rights, such as but not limited to, copyrights, database rights, trademark rights, know-how and patent rights;
Invest International: the private company with limited liability, incorporated under Dutch law, Invest International B.V., with its registered office in The Hague, the Netherlands, and with its principal place of business at Bezuidenhoutseweg 12, 2594 AV in The Hague, the Netherlands listed in the Commercial Register of the Chamber of Commerce under number 83517626, and/ or all its subsidiaries including, but not limited to Invest International Public Programmes B.V., Invest International Capital B.V., Invest International Development B.V., and each user of these general purchase terms and conditions;
Party: Invest International and/or Supplier;
Product: all (specified in the Agreement) goods and/or activities and/or services provided to Invest International in the widest sense;
Supplier: any natural person and/or legal entity negotiating about the formation of an Agreement with Invest International or concluding an Agreement with Invest International on the delivery of Products;
Terms and Conditions: these general purchase terms and conditions of Invest International;
Writing: writing or electronically or both

2. General

2.1. These Terms and Conditions apply to any Offer, confirmation of an Order, Agreement and any related act or legal act on the part of Invest International and Supplier. In the event of any contrariety between the Agreement and the Terms and Conditions, the Agreement prevails.
These Terms and Conditions consist of two chapters: chapter I (that always applies) and optional chapter II regarding the delivery of ICT services (which only applies to the extent that the Agreement relates to ICT services).

2.2. Invest International rejects explicitly the application of the Suppliers standard terms and conditions, by whatever form and name.

2.3. If one or more stipulations or a part of a stipulation in these Terms and Conditions is void or not applicable, the effect and validity of the other stipulations remain intact.

2.4. If Invest International does not demand strict compliance with these Terms and Conditions, it does not lose, as a result, its right to demand strict compliance at a later date or in a different case.

2.5. If one or more stipulations of the Conditions are not consistent with the Agreement to which the Terms and Conditions are declared to apply, the other stipulations of the Terms and Conditions remain in full force.

2.6. Invest International has the right to unilaterally amend the Terms and Conditions, which amended Terms and Conditions take effect on the notified date and after the amended Terms and Conditions are sent to Supplier.

2.7. Any departure from these Terms and Conditions and from the Agreement is only valid if explicitly set out in Writing by Invest International, or its authorized representative, and applies until the Day on which Invest International revokes it.

3. Formation of an Agreement

3.1. The request for an Offer by Invest International is non-binding; exclusively addressed to Supplier; may not be circulated; applies as a whole; and may be revoked at any time by Invest International.

3.2. Forecasts provided by Invest International to Supplier for the purpose of issuing Offers are never binding.

3.3. Offers and other statements made by Supplier to Invest International are deemed to have been made free of charge, are binding and cannot be revoked by Supplier. Supplier guarantees the correctness and completeness of such Offer and other statements.

3.4. An Agreement comes into effect if Supplier accepts an Order placed by Invest International within seven (7) Days of dispatch of the Order, whereby the time of dispatch of the Order is decisive; or if the Offer of Supplier is accepted by Invest International in writing; or if the Parties sign an Agreement in Writing; or if Supplier executes an Order from without issuance of an confirmation of the Order in Writing to Invest International.

3.5. If Parties have not signed an Agreement in Writing, the contents and text of the Order of Invest International will prevail and apply as the contents of the Agreement. If Supplier has in any way - and in whatever form - made changes to the Order or confirmation of Order and/or has made notes and/or comments on it, these are deemed not to form any part of the Agreement. If the Order differs from the Offer, the Agreement shall, in view of the foregoing, be concluded in accordance with the Order. In the event of partial acceptance of an Offer, an Agreement is formed for the accepted part of the Offer at a corresponding part of the stated price.

3.6. If no Agreement is reached, Invest International is not obliged to reimburse any costs, of whatever nature, to Supplier. Preparation activities, acquisition activities or performances delivered by Supplier without an Agreement validly concluded are at the expense and risk of Supplier and do not oblige Invest International to make any payment.

3.7. Reimbursements for Products not mentioned or included in the Agreement may only be charged to Invest International if Invest International has entered into an additional Written agreement with Supplier in this respect.

3.8. Changes to the Agreement (including extra work or less work) are only binding on Invest International if confirmed in Writing by Invest International.

3.9. Supplier guarantees the correctness and completeness of the data, drawings, specifications, samples, documentation and other information it has provided, unless the incorrectness and/or incompleteness was evident to Invest International.

3.10. Invest International may withdraw an Order at any time, without Invest International being liable to pay any compensation, as long as no signed confirmation of the Order has been received by Invest International from Supplier.

4. Prices

4.1. The offered and agreed prices for the Products are expressed in euros (€) and do not include VAT. Other expenses (including transport costs, technical costs, insurance costs) and the statutory taxes, duties and charges are included in the price and are at the expense of Supplier. Supplier bears the foreign exchange risk in case Parties agree on payment in a foreign currency.

4.2. The prices for the Product are fixed and shall not be changed unilaterally by Supplier to the disadvantage of Invest International, unless the Agreement specifies circumstances that may lead to a disadvantaged price adjustment and the manner in which such an adjustment should be made.

5. Payment

5.1. Payment will take place, at Invest International's discretion within thirty (30) days after Invest International has received an invoice (meeting the requirements of this clause) from Supplier with regard to the Products.

5.2. Contrary to section 6:119a of the Dutch Civil Code, the compensation due for delay in the payment of a sum of money only consists of the statutory interest on that sum as referred to in section 6:119 of the Dutch Civil Code, for the period that Invest International has been in default of payment.

5.3. The invoices must be complete. The invoices must state at least the order number, the delivery date, as well as the item number(s), quantity and description(s) of the Products and the invoice amount (both inclusive and exclusive of VAT). The invoices must also include the Supplier's name, (invoice) address, postcode, place of residence, the required IBAN and BIC data, the VAT number and the Chamber of Commerce number. If an invoice is not complete, it may be returned by Invest International and the payment term referred to in Clause 5.1 will not commence.

5.4. If the Agreement stipulates that payment takes place on the basis of subsequent costing, in addition to the requirements as set out in Clause 5.3 the invoices submitted by Supplier will state the hours and dates spent and also a specification of the work carried out.

5.5. All invoices of Supplier must be sent digitally to invoices@investinternational.nl addressed to the relevant Invest International legal entity, stating the purchase order number of Invest International and other information (eg. Project number) required by Invest International when concluding the Agreement.

5.6. (Partial) payment by Invest International does not imply acceptance of the performance of Supplier. Nor does a (partial) payment by Invest International qualify as an acknowledgement of Supplier's claim.

5.7. Payments by Invest International first serve to reduce the principal sum, then the interest and subsequently the other costs.

5.8. Invest International shall not provide security or pay an advance in any way.

5.9. Invest International is entitled to suspend its payment obligation in the cases specified in Dutch law. Invest International is also entitled at all times, and therefore also outside the cases stipulated by law, to settle any payments, costs, damages and/or interest that Supplier owes and/or will owe Invest International with payment(s) to Supplier.

5.10. Supplier has no right to withhold, deduct or settle, for whatever reason, nor is Supplier entitled to suspend its payment obligations towards Invest International. Supplier also waives (in advance) any right of retention that may be enforced against Invest International.

6. Delivery

6.1. Delivery to Invest International shall be in accordance with the delivery conditions at the location(s) indicated by Invest International in the Agreement.

6.2. Supplier must deliver in accordance with the delivery period agreed in the Agreement. The agreed delivery period is a final deadline within the meaning of section 6:83a of the Dutch Civil Code. As such, should Supplier fail to meet a delivery deadline, it shall be in default immediately without the need for prior notice of default.

6.3. Supplier is obliged to inform Invest International immediately when it knows or expects that the Products cannot be delivered or cannot be delivered on time, stating the reasons and the expected duration of the delay. The above does not affect any of Invest International's rights, including the right to terminate the agreement. Damage suffered by Invest International as a result of late delivery will be reimbursed by Supplier.

6.4. Supplier will make available free of charge, together with the Delivery, all the relevant instructions for use, product information, quality marks and/or certificates.

6.5. Before, during and after the Delivery, Supplier will follow all reasonable instructions given by Invest International.

7. Guarantee of quality and capacity of Products

7.1. Supplier guarantees that the Delivered Products, for a reasonable period after taking Delivery, are:
   a. suitable and legally authorised for the purpose for which they are intended;
   b. as far as the product description, the quality, the origin, the packaging and the applied marks are concerned, fully comply with the promised properties or with the specifications, drawings and/or samples provided by Invest International and the requirements included in the Agreement;
   c. comply with the applicable national, European and international statutory requirements and other safety regulations;
   d. meet the safety, health, environmental and quality standards applicable within the sector;
   e. have been manufactured with good workmanship;
   g. are free of defects.

7.2. Supplier guarantees that the quantity of the Products Delivered is in accordance with the Order.

7.3. If the Products prove not to comply with the requirements as described in this Clause 7, Invest International may:
   a. require Supplier to supply replacement Products at its own expense and risk, or to take care of repairs;
   b. arrange for repair or replacement of the Products by a third party at the expense and risk of Supplier;
   c. return the Products at the expense and risk of Supplier, whether or not Supplier performs this task himself and may require that any payments already made by Invest International be refunded to Invest International without delay;
   d. terminate (in Dutch: *ontbinden*) the agreement, in whole or in part, without further notice of default or judicial intervention, without being liable to pay compensation for any damage;

7.4. Invest International may take all the above measures without prejudice to any other rights it may have under the law.

7.5. If Invest International requests, in accordance with Clause 7.3.a, that Supplier delivers replacement Products or takes care of repairs at its own expense and risk, a new warranty period as referred to in Clause 7.1 will commence for the replaced/repaired (parts of) Products.

7.6. If a Product recall is initiated, all costs involved will be at the expense of Supplier and Supplier will indemnify Invest International for all damage/costs suffered as a result of the recall.

8. Right of inspection and Acceptance Procedure

8.1. Invest International has the right to inspect, analyse and/or subject the Products to an Acceptance Procedure. Invest International has these rights both prior to and during or after Delivery.

8.2 If Invest International wishes to exercise this right, it will inform the Supplier, in which case the Supplier will provide the facilities that Invest International deems necessary. Supplier will always lend his full cooperation to Invest International in order to be able to exercise the right laid down in this Clause 8

8.3 If the Products, irrespective of the results of the Acceptance Procedure contains defects, Supplier will repair or replace this Product at Invest International's first demand against return of the faulty Product.

8.4 After rejection of Delivered Products, Invest International shall notify Supplier and, at its discretion, exercise its rights as laid down in Clause 7.3.

8.5 Supplier cannot derive any rights from the results of an Acceptance Procedure or inspection and will never release Supplier from any liability in this regard.

8.6 Whether or not Invest International makes use of its rights as described in this Clause 8, does not in any way affect Invest International's rights and powers vis-à-vis Supplier, should the Products prove not to comply with the requirements set in the Agreement or otherwise.

9. Ownership and risk

9.1. Without prejudice to the provisions in Clause 8 of these Terms and Conditions, full and unencumbered ownership of the Products shall pass to Invest International at the moment when Invest International or a third party designated by Invest International takes possession of the Products. This transfer of ownership does not affect Invest International's right to inspect or reject the Products in accordance with Clauses 7 and 8. Acceptance and transfer of ownership do not imply acceptance of the quantity and quality of the delivered Products by Invest International.

9.2. Supplier is not allowed to deliver Products to Invest International under retention of title or with any other reservation. Any stipulated reservation of ownership and/or other security right in respect of the Products shall only apply if accepted in writing by Invest International. In case of retention of title and/or other security right, Invest International reserves the right to resell these Products in the framework of normal business operations without being obliged to pay any compensation.

10. Non-performance, suspension, termination

10.1. If Supplier fails to fulfil one or more of its obligations under the Agreement or any other agreements arising from it, or fails to do so properly or in good time, it shall be in default by operation of law. In these cases Invest International has the right to suspend execution of the Agreement with immediate effect, without further notice of default, by means of a Written notification, without Invest International being liable to pay any compensation, all this without prejudice to its other rights.

10.2. Without prejudice to the provisions in the first paragraph of this Clause 10, should Supplier fail to fulfil any of his obligations under the Agreement or any other agreements resulting from it, or fail to fulfil them on time or adequately, Invest International is entitled to terminate (in Dutch: *ontbinden*) the Agreement in part or in full with immediate effect, without further notice of default or judicial intervention, by means of a Written notification, without Invest International being liable to pay compensation for damages, without prejudice to its other rights.

10.3. In the event that Supplier is declared bankrupt, is admitted to statutory debt adjustment under the Debt Restructuring Natural Persons Act (in Dutch: *Wet schuldsanering natuurlijke personen*), applies for its own bankruptcy or suspension of payment or admission to the statutory debt adjustment under the Debt Restructuring Natural Persons Act, proceeds to renounce its assets, or all or part of its assets are seized; is placed under guardianship or otherwise loses the power of disposition over its assets or parts thereof; proceeds to discontinue or transfer his business or a part thereof, including the contribution of his business to a company to be founded or already existing, or proceeds to change the objective of his business; dies; does not comply with any obligation under the law, the Agreement or these Terms and Conditions, or does not comply on time or properly; Invest International has the right to suspend the execution of the Agreement or to terminate (in Dutch: *ontbinden*) the Agreement in part or in full with immediate effect, without further notice of default or judicial intervention, by means of a Written notification, both without Invest International being held liable for compensation and all this without prejudice to its other rights.

10.4. All claims that Invest International may have or acquire against Supplier in the cases described in this Clause 10 shall be immediately due and payable in full.

10.5. If Invest International terminates (in Dutch: *ontbinden*) the Agreement in its entirety, it will return to the Products delivered by Supplier at the expense and risk of Supplier, subject to the obligation to refund Invest International's part or all of the purchase price paid in the meantime.

10.6. If Invest International chooses to keep all or part of the Products delivered by Supplier, it will pay Supplier a reasonable part of the purchase price.

10.7. Obligations which by their nature are intended to continue even after termination (in Dutch: *beëindiging*) of an Agreement (including but not limited to Clauses 11, 13, 14, 15, 16 and 19) shall continue to apply between the Parties even after termination (in Dutch: *beëindiging*).

11. Liability and indemnification

11.1. Supplier shall fully indemnify Invest International for all damage to Products or persons of any nature whatsoever, that may arise for Invest International, its staff or its customers from or as a result of:

a) late or incomplete fulfilment of any obligation under the Agreement by Supplier;
b) a defect in a Product supplied by it, as a result of which it does not offer the safety or have the properties which Invest International or third parties may reasonably expect;
c) incorrect or incomplete data provided by Supplier;
d) any other act or omission on the part of Supplier, its personnel or other persons involved in the performance of the Agreement.

11.2. Supplier shall fully indemnify Invest International against claims from third parties for compensation of damage for which Supplier is liable under the first paragraph of this Clause and shall fully compensate Invest International for these claims from third parties. For the purpose of the provisions in this Clause 11.2, Invest International’s employees as well as other persons working for Invest International are considered as third parties.

11.3. Supplier warrants that (i) he is at all times adequately and securely insured, at his own expense, for all liability that may arise under the Agreement, that (ii) he has paid all insurance premiums due on time and (iii) that he will continue to pay these during the term of the Agreement. At Invest International's first request, Supplier will provide Invest International with a copy of the insurance policy. The liability of Supplier will under no circumstances be limited to the amount of the damage covered by the insurer.

11.4. Invest International shall not be liable for any loss suffered by Supplier or any other party except in so far as that loss is the direct result of a wilful act or omission or wilful recklessness on the part of Invest International.

11.5. Subject to the provisions of Clause 11of these Terms and Conditions, the Supplier’s liability towards Invest International shall in all cases be limited to the sum which is paid out pursuant to the Supplier’s liability insurance policies. In so far as the relevant insurer does not proceed with a payout for any reason whatsoever, the Supplier’s liability shall be limited to the following amounts:

- for Agreements whose total value is less than or equal to €50,000: €150,000 per event and €300,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than[€50,000 but less than or equal to €100,000: €300,000 per event and €500,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than [€100,000] but less than or equal to [€150,000: €500,000] per event and €1,000,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than[€150,000] but less than or equal to €500,000: €1,500,000 per event and €3,000,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than €500,000: €3,000,000 per event and €5,000,000 for each year or part of a year that the Agreement has been in force.

11.6. In any event, Invest International shall not be liable for indirect damage, such as consequential damage, damage due to delays, and lost profits or turnover.

12. Force Majeure

12.1. If Supplier is prevented from fulfilling the Agreement, in full or in part, due to force majeure, Invest International is entitled to suspend the performance of the Agreement of terminate (in Dutch: *ontbinden*) the Agreement, in full or in part, without judicial intervention, at its own discretion, without being obliged to pay compensation or any costs to Supplier.

12.2. A failure in the performance of the Agreement by Supplier can be attributed to it and therefore does not constitute force majeure for it if it is due to a lack of personnel (whether or not as a result of strike and/or illness), fire, machinery breakdowns and other operational failures and disorders (due to any circumstance whatsoever), either at Supplier's or at his supplier's premises, transport failures, virus attacks, (external) network problems, delay or failure in deliveries by his suppliers, as well as failure to obtain any permits prescribed by the government.

12.3. If Supplier has partially fulfilled its obligations prior to invoking suspension or termination (in Dutch: *ontbinding*) (due to force majeure), subject to the prior Written approval of Invest International, Supplier might be entitled to invoice Invest International on a pro rata basis.

13. Intellectual Property Rights

13.1. Unless otherwise agreed, all Intellectual Property Rights to the Products remain exclusively vested in Supplier, its licensors or its suppliers. Invest International is granted an non-exclusive, non-transferable and non-sublicensable right of use during the Agreement.

13.2. All Intellectual Property Rights with regard to analyses, designs, reports, specifications and other documents and know-how provided by Invest International to Supplier remain with Invest International.

13.3. All Intellectual Property Rights and other (comparable) rights to a Product specifically developed for Invest International and/or related Products are vested in Invest International. The rights are already now for then transferred to Invest International, which transfer is accepted by Invest International immediately after the creation of those rights. Insofar as a further deed would be required for the transfer of such rights or other formalities would have to be completed, Supplier now irrevocably authorizes Invest International to draw up such a deed and sign it on behalf of Supplier and to also fulfill these formalities on behalf of Supplier, without prejudice to Supplier's obligation to cooperate with the transfer of such rights at the first request of Invest International, without being able to impose any conditions.

13.4. Supplier guarantees that the Products delivered do not infringe any Intellectual Property Rights of third parties. Supplier indemnifies Invest International against all claims from third parties arising from an (alleged) infringement of the rights referred to in the previous paragraph and reimburses Invest International for all costs and damages arising from such an (alleged) infringement.

13.5. In the event of an infringement of any right of intellectual property belonging to a third party, or if in the opinion of Supplier there is a reasonable chance that such an infringement occurs, Supplier will ensure as best as possible that Invest International can continue to use, undisturbed, the Products or functionally equivalent Products, for example by adjusting the parts constituting an infringement or by acquiring a right of use for Invest International. If Supplier cannot ensure that Invest International can continue to use the supplied Products undisturbed or can only do so in a way that is (financially) unreasonably onerous for Supplier, Supplier shall take back the supplied Products and credit the acquisition costs minus a reasonable payment for use. Supplier shall only make a decision in this connection after consultation with Invest International.

14. Confidentiality

14.1. All personal data, data that can be traced back to Invest International participants and/or customers, Invest International working methods, company data, models, design data, drawings and other documents that Invest International makes available to Supplier, as well as the know-how of which Supplier has become aware via Invest International, are confidential and will not be used by Supplier for any purpose other than to fulfil his obligations arising from the Agreement with Invest International. Supplier will always take adequate security measures to prevent unauthorized access to these data and/or databases.

14.2. Supplier must return all models, design data, drawings and other documents that Invest International has put at the disposal of Supplier to Invest International as soon as the Agreement ends, is terminated (in Dutch: *wordt beëindigd*) or is not concluded.

14.3. All information referred to in this Clause 14 shall not be made public or multiplied by Supplier. Supplier furthermore guarantees that its (hired) personnel as well as Third Parties and (hired) personnel engaged by it will likewise keep the information referred to in paragraph 1 secret and use it exclusively for the performance of the Agreement.

14.4. If Supplier breaches one or more of the provisions of this Clause 14, he shall be liable to pay Invest International a penalty of EUR 25,000 for each breach, without further notice of default being required, and without prejudice to Invest International's right to claim full compensation.

15. Transfer of rights and sub-contracting

15.1. Without prior Written permission from Invest International, Supplier is not permitted to transfer, assign, grant any security interest over, hold on trust, or sub-contract one or more rights and/or obligations under the Agreement, in whole or in part, to third parties.

15.2. Supplier shall neither partly nor fully outsource the performance of its obligations under the Agreement to third parties without prior Written permission from Invest International and shall indemnify Invest International against any liability in respect of the law on vicarious liability.

15.3. The consent of Invest International to outsource one or more obligations under the Agreement to third parties does not release Supplier from its obligations under the Agreement. Under all circumstances Supplier remains liable for the Agreement concluded between Invest International and Supplier.

15.4. Invest International is entitled to transfer the rights and obligations under an agreement to any third party. Supplier gives his permission in advance for such a (contract) takeover.

16. Processing of personal data

16.1. If and insofar as Supplier processes personal data under the Agreement, it guarantees that this processing complies with the requirements of the privacy legislation in this regard.

16.2. If Supplier processes personal data as referred to in Clause 16.1 in the capacity of processor for Invest International, it will only process personal data on Invest International's behalf and in accordance with the written instructions agreed on by Supplier and Invest International.

16.3. In case of Clause 16.2, parties will conclude a further Agreement regarding the processing of personal data that meets the requirements of Article 28 of the GDPR ('Data Processing Agreement'). Until such an agreement has been concluded, Supplier will comply with all obligations that must be imposed on a processor under Article 28 paragraph 3 of the GDPR and hereby accepts these obligations as agreed between Invest International and Supplier .

17. Employment conditions

17.1. In performing the Agreement, Supplier will comply with the applicable legislation on employment conditions and with the collective labour agreement applicable to it and its staff.

18. Corporate social responsibility

18.1. Supplier acknowledges that Invest International conducts its business based on a set of values and guidelines for action and behaviour regarding people (including, without limitation, clients, employees, communities impacted by Invest International's business activities, and shareholders) and the environment, and that these values and guidelines are consistent with a more general framework of fundamental principles to which Supplier adheres.

18.2. Supplier represents and warrants that it has adopted a Written policy that sets out its values and guidelines for action and behaviour regarding people (including, without limitation, clients, employees, communities impacted by Supplier's business activities, and shareholders) and the environment, and such values and guidelines are consistent with Invest International's values and that it conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance.

18.3. Supplier acknowledges that Invest International has the right, at any time, to verify, either directly or through third parties, compliance by it with the obligations undertaken in this Clause 18.

19. Disputes and applicable law

19.1. Any Agreement between Invest International and Supplier and these Terms and Conditions are exclusively governed by Dutch law. The applicability of the Convention on International Sales of Goods 1980 (also known as the Vienna Sales Convention) is excluded.

19.2. All disputes arising from the Agreement with the Supplier and/or these Terms and Conditions will only be submitted to the competent court in The Hague, on the understanding that Invest International has the right to submit claims against the Supplier to other courts that are competent under national or international law and treaties.