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8. TAXES:

You are responsible for paying to the appropriate taxing authorities any sales, use or other taxes imposed at any time whatsoever on any transaction contemplated by this Agreement, excluding any taxes based on the net income of Océ.

9. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by, interpreted and construed in accordance with the law of the country of the customer, excluding that body of law known as conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods. Any disputes arising out of or in connection with this Agreement shall be exclusively settled by the Competent Court in the country of the customer.

10. ENTIRE AGREEMENT; AMENDMENT:

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes in its entirety any and all written or oral agreements previously ensuing between the parties with respect to such subject matter. YOU AGREE THAT NO TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER ORDERING DOCUMENT SHALL HAVE BINDING EFFECTS ON Océ OR MODIFY THIS AGREEMENT IN ANY WAY.

No modification of this Agreement shall be valid unless in writing and specifically stating that the parties intend to modify this Agreement and signed by an authorized representative of each party.

11. SEVERABILITY:

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the parties hereby instruct such court to amend such provision to the minimum extent necessary to make it valid, legal and enforceable and, in the event such court is unwilling or unable to do so, such provision shall be served from this Agreement. In any and all events the remaining provisions of this

Agreement shall remain in full force and effect.

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