

## GENERAL CONDITIONS OF PURCHASE – Weld-On Europe B.V.

### ARTICLE 1 – APPLICABILITY

- 1.1 These General Purchase Conditions shall apply to all enquiries, quotes, offers and agreements whereby Weld-On Europe B.V. and/or its affiliated companies and undertakings or their successor(s) in title relying on these, hereinafter to be referred to as "Buyer", act(s) as the purchaser(s) of Products and/or as the party/parties commissioning the Work.
- 1.2 If the Contract relates to the purchase of Products, the provisions of the general section (**Chapter I**) shall apply; if the Contract relates (in whole or in part) to the performance of Work, the provisions of the special section on performance of Work (**Chapter II**) shall also apply in addition to the provisions of the general section (Chapter I). In case of inconsistency, the provisions of the special section on performance of Work will take precedence.
- 1.3 The term Seller is used in the generally applicable provisions for all Contracts (the purchase of Products and the performance of Work/Contracting (**Chapter I** and in the **Appendix**); the term Contractor is used in the additionally applicable provisions relating to performance of Work (**Chapter II**).
- 1.4 Any amendments and/or additions to these General Purchase Conditions will be binding only if and to the extent that these have been agreed to in Writing by the management of Buyer, or by Persons who have been authorized for that purpose by Buyer, in Writing or otherwise.
- 1.5 Buyer is authorized to make interim changes to the General Purchase Conditions. Such changes shall apply as soon as they have been communicated to Seller/Contractor. Buyer is furthermore authorized to terminate and/or dissolve any Contract between Buyer and Seller/Contractor if the latter does not accept the altered conditions.

### ARTICLE 2 - DEFINITIONS

**"Contract"**: any agreement between Buyer and the Seller/Contractor whereby the Seller/Contractor agrees to supply Products to Buyer and/or to perform any Work commissioned by Buyer.

**"Contractor"**: the person, company or other legal entity that is bound to perform a Contract with Buyer covering (whether or not in addition to the purchase of Products by Buyer) the performance of Work for Buyer.

**"Intellectual Property Rights"**: all immaterial rights such as knowhow, copyrights and all rights in the nature of copyright, database rights, design rights, model rights, patents, trademarks and domain names related to the Products.

**"Party"** or **"Parties"**: Buyer and/or the Seller/Contractor.

**"Products"**: any product, end product, good, raw material, including associated documents and services that the Seller/Contractor shall supply to Buyer.

**"Buyer"**: the company(ies) as described in Article 1.

**"Seller"**: the person, company or other legal entity that is bound to perform a Contract with Buyer. **"Specifications"**: all specifications relating to the Products and/or descriptions of the Products, as mentioned in the Contract.

**"Written/in Writing"**: on paper or through transmission of electronic data, such as by e-mail.

**"Work"**: any services or other work that the Seller/Contractor must perform under the Contract.

### ARTICLE 3- OFFERS, ACCEPTANCE, CANCELLATION

- 3.1 Offers made by the Seller shall be regarded as irrevocable and valid for a minimum period of 6 months.
- 3.2 Upon receipt of an order by Buyer, Seller shall check that this order is consistent, complete and correct. Before carrying out the order, the Seller shall inform Buyer without delay it suspects or should suspect that it contains any errors and/or omissions. If the Seller does not return the signed order or order acknowledgement within 3 days from receipt thereof and does not object to its contents in Writing within that period, or if it has started carrying out the Contract, the Contract shall be deemed to have been accepted subject to the conditions stated in the order and the applicability of these General Purchase Conditions. Any term or condition in any document of Seller seeking to modify Buyer's order or contradicting these General Conditions of Purchase is expressly rejected.
- 3.3 Buyer is entitled to cancel any order before its acceptance has been confirmed by Seller in Writing.
- 3.4 Buyer is always entitled to cancel confirmed orders, provided that the cancellation is made in Writing. In such case Buyer shall only be liable for direct costs reasonably and actually incurred by the Seller.
- 3.5 In the event of framework agreements, the individual agreement is deemed to have been formed each time the order for a full or partial delivery is dispatched by Buyer as part of the framework agreement.
- 3.6 If during the performance of the agreement use is made of drawings, models, Specifications, instructions, inspection regulations and the like provided by Buyer, these shall be deemed to form an integral part of this agreement.
- 3.7 Unless agreed otherwise in Writing, any costs incurred in relation to the making of offers, including any costs incurred by Seller for pre-advice, calculations and drawings, will not be reimbursed by Buyer. Buyer will never be liable for payment of damages or any other form of compensation in the event that negotiations with Buyer are broken off, regardless of the state to which those negotiations have progressed.

### ARTICLE 4 - CHANGES OF AND ADDITIONS TO THE CONTRACT

- 4.1 Any changes of and additions to the Contract will be binding only, if they previously have been agreed in Writing by the management of Buyer, or by persons who have been authorized for that purpose by Buyer, in Writing or otherwise.
- 4.2 Buyer is entitled to demand that the quantity and/or the nature of the Products to be delivered and/or the Work to be performed be changed. Buyer is entitled to make modifications to drawings, models, instructions and Specifications. Seller is entitled to increase its prices only, if it has pointed out the need for the ensuing price increase to Buyer in a timely manner and the price increase is accepted by Buyer.
- 4.3 If in Buyer's view the effects on the price and/or the delivery period are unreasonable in relation to the nature and the size of the change, Buyer will be entitled to terminate the Contract by sending a Written notice to Seller, unless doing so would be manifestly unreasonable, given the circumstances. Termination pursuant to this Paragraph 4.3 will entitle neither Party to compensation for damage of any kind.
- 4.4 Seller is entitled to make or carry out changes to the implementation of the Contract only after having obtained the prior Written permission from Buyer and if, in Buyer's view, such is permitted by the circumstances, such as the work schedules of Buyer and its client(s). Buyer reserves the right to charge Seller for the costs arising from any changes Seller requests to be made, such as the costs incurred resulting from having to change the work schedule. Any requests for changes must be submitted in Writing by Seller in accordance with Buyer's applicable procedures.

### ARTICLE 5 - DELIVERY AND TRANSFER OF PRODUCTS

- 5.1 Delivery must be made DDP (Incoterms® 2020) named place of destination, on the date and time or within the period/at the date and at the location specified in the order, unless the Parties have agreed otherwise in Writing.
- 5.2 All delivery dates in the Contract are fatal terms, causing Seller to be in default resulting from merely exceeding the delivery date. No notice of default will be required.
- 5.3 Delivery means delivery of the Products including all accompanying auxiliary materials and related documents, such as technical data sheets,

safety data sheets, drawings, quality certificates, test certificates and warranty certificates, service manuals, instruction manuals and user guides, where applicable.

- 5.4 Contractor is not authorized to carry out partial deliveries, unless such has been agreed in Writing.
- 5.5 Buyer is authorized to postpone delivery without being liable for any compensation. If Buyer requests Seller to postpone delivery, Seller shall at its expense store and secure the Products, properly packed and clearly marked so as to identify them as intended for Buyer and insure them against damage/harmful events.
- 5.6 The Seller shall inform Buyer in Writing, stating reasons, of any probable delay in its performance of the Contract, as soon as it has knowledge thereof. Without prejudice to Buyer's right to terminate the Contract or dissolve it either in whole or in part, the parties shall consult with each other if, and if so in what way, the situation that has arisen may be resolved to the satisfaction of Buyer.
- 5.7 Failure by the Seller to meet a stipulated delivery date shall result in Seller being liable to Buyer for the payment of (i) any costs, penalties or liquidated damages that may be imposed upon Buyer by its suppliers or customers resulting from such failure, and, except in the event of a non-attributable breach,  
(ii) an immediately payable penalty in the amount of two percent (2%) of the total purchase price for the ordered Products for each working day of delay, limited to thirty percent (30%) of the Contract total value, without prejudice to Buyer's right to demand performance and/or full damages.
- 5.8 Failure by the Seller to meet any of Seller's other obligations under the Contract, such as, but not limited to non-performance, defective performance or incomplete performance, shall also result in Seller being liable to Buyer for the payment of (i) any costs, penalties or liquidated damages that may be imposed upon Buyer by its suppliers or customers resulting from such failure, and, except in the event of a non-attributable breach, (ii) an immediately payable penalty to a maximum of 5% of the agreed price of the Contract total value, without prejudice to Buyer's right to demand performance and/or full damages.
- 5.9 If a penalty clause is included in the Contract, this shall not alter Buyer's right to demand performance and/or full compensation.
- 5.10 Signature of the consignment note and/or the proof of delivery or payment of invoices shall not imply Buyer's acceptance of the delivered Products or a waiver of any claim to obtain a delivery of Products that complies with the Contract.

#### **ARTICLE 6 - PACKING AND SHIPPING**

- 6.1. Seller shall pack and/or protect the delivery in such a way that, under normal transport conditions, it will arrive at its destination in a good condition and may safely be discharged in that place. Any special conditions imposed by Buyer on the packaging and/or protective measures must be carefully observed by Seller, provided these have been communicated well in advance.
- 6.2. All packaging must conform to the relevant statutory regulations.
- 6.3. Seller shall strictly comply with Buyer's instructions with respect to preserving, marking and shipping the Products, insuring for the transport risks and supplying the relevant shipping documents with the shipment.
- 6.4. Shipments that fail to meet the conditions set forth in 6.1 and/or 6.2 may be rejected by us.
- 6.5. We reserve the right to return any packaging materials to Seller at that party's expense and risk and request a refund of the costs charged for these by Seller. Any loaned packaging materials made available by us must properly be taken care of and insured by Seller.

#### **ARTICLE 7 - RISKS**

- 7.1 The ownership of the Products shall be transferred upon delivery.
- 7.2 Seller hereby waives its right of retention under the Contract or the law, as well as any reliance on a retention of title.

#### **ARTICLE 8-PRICES AND PAYMENT TERMS**

- 8.1 The prices mentioned in the Contract are fixed and binding and are based on the shipping terms in 5.1. They are exclusive of VAT, and are inclusive of all costs, including the costs of transport, insurance, import and export duties, other taxes, charges, proper packaging/packaging materials, costs of auxiliary materials and changes in exchange rates, unless expressly agreed otherwise in Writing.
- 8.2 Any price increases and other cost-increasing circumstances are and will remain the responsibility of Seller, including after the conclusion of the Contract and regardless of the period which has lapsed between the date that the Contract was concluded and the date of its performance.
- 8.3 Any differences in exchange rates between the moment the offer was made and the conclusion of the Contract or the moment of delivery/invoicing respectively shall have no effect on the price.
- 8.4 Unless otherwise agreed to by Buyer in writing, invoices are due and payable net sixty (60) days from the date of receipt of the Products at Buyer's facility. Payment does not constitute acceptance of Items.
- 8.5 Payment by Buyer does not in any way imply a waiver of rights. Buyer is entitled to set off all that is owed to it by Seller or an entity forming part of Seller's group of companies against any amounts that may be owed to Seller by Buyer, regardless as to whether the claims are due and payable and regardless of their currency. Buyer is also entitled to set off any amounts that may be owed to Seller or to an entity forming part of Seller's group of companies by an entity forming part of Buyer's group of companies against any amounts owed to Buyer by Seller, regardless as to whether the claims are due and payable and regardless of their currency. Insofar as any permission is required from Seller, such permission shall be deemed to have been unconditionally and irrevocably given to Buyer. Seller is not entitled to set off or suspend its obligations under the Contract.

#### **ARTICLE 9 - WARRANTIES**

- 9.1 In addition to any other warranties, express or implied, or provided for by applicable laws, Seller warrants that all Products shall be new, manufactured and supplied in accordance with applicable law, be free of any defects in title, and free from any liens, claims or other encumbrances. The Products shall be of merchantable quality, free from defects in materials, workmanship and design, shall be suitable for the purpose intended, shall conform to the requirements of this Contract, including but not limited to, the Specifications, drawings, samples or other descriptions upon which this Contract is based, and shall comply with all applicable statutory and regulatory requirements applicable in the Netherlands unless provided otherwise in the Contract. Inspection, test, acceptance or use of the Products shall not affect Seller's obligation hereunder. Except for Products manufactured to Buyer's specification and plans, Seller will indemnify, defend, and hold harmless Buyer, and its customers, from any suit, claim, liability, damage, injury, cost or expense (including attorney's fees) arising out of any actual or claimed infringement of patent, trademark, copyright or other intellectual property right relating to Products or use thereof. These warranties shall run to Buyer, its successors, assigns, customers, and the users of the Products.
- 9.2 If the delivered Products do not conform to the above requirements, the Seller shall, at Buyer's choice and Seller's expense, take back the Products against refund of the full purchase price to Buyer or replace or repair the Products as necessary to make them compliant with the requirements of the Contract, without prejudice to any other right under applicable laws or under the Contract, at the earliest possible moment, but in any case within the reasonable term stipulated in Buyer's notice.
- 9.3 If Seller does not, not within the stipulated period, or not to the satisfaction of Buyer, meet its obligations as referred to in Paragraph 9.2, or if it may be reasonably assumed that Seller cannot or will not, or not within the stipulated period, or not to the satisfaction of Buyer, cause

the non-conforming Products and/or Work to be repaired or replaced, Buyer will be entitled, without prejudice to any of its other rights, to repair or replace the defective Products and/or Work itself, for Seller's account, or have such done by third parties.

- 9.4 The Seller shall bear all costs of repair, replacement or additional services, including travel and transportation costs.

#### **ARTICLE 10 - SELLER'S FURTHER OBLIGATIONS**

- 10.1 The Seller, as a professional, shall properly advise Buyer, accommodate Buyer's needs and expectations, and meet the Specifications. Any advice or notice given by Buyer to the Seller shall not release the Seller from its liability under the Contract.
- 10.2 The Seller shall not make any alteration in the composition, characteristics or production method of the Products or their packaging, without Buyer's prior Written consent. If no consultation had taken place or no consent was given for the alteration, Buyer will be entitled to cancel purchase orders or immediately fully or partially terminate the Contract, at no cost for Buyer and without prejudice to its right to claim damages. Upon discovery, any altered products previously delivered will be immediately refunded or credited upon notice by Buyer to Seller.
- 10.3 The Seller shall not transfer, assign, pledge or otherwise encumber any of its rights or obligations under the Contract, in whole or in part without Buyer's prior Written consent. This provision has effect under property law. Any such pre-approved transfer or assignment shall not release the Seller from its obligations under the Contract.

#### **ARTICLE 11 - LIABILITY**

- 11.1 Seller is liable for all damage suffered by Buyer, its customer(s), its personnel or by other third parties resulting from a breach in the performance of the Contract and/or the negligent acts or omissions on the part of Seller, its personnel and/or any third parties hired by it.
- 11.2 Seller shall be liable for the consequences of defective packing. In case of loss or damage during transport, Seller shall immediately replace or repair the Products, at its own cost.
- 11.3 During the performance of on-site services, Seller shall be liable for any damage caused by its personnel or the personnel of its subcontractors or by its material or equipment and suffered by Buyer or any third-party present on the site.
- 11.4 In addition to the damage as referred to in Paragraph 11.1, Seller shall also be liable for all damage as referred to in title 6.3.3. of the Dutch Civil Code (product liability) suffered by Buyer and/or third parties. This liability includes damage resulting from a fault in a part of a Product originating from a third party (such as components, raw materials, etc.).
- 11.5 Seller shall indemnify Buyer and hold Buyer harmless from and against all claims from third parties for compensation of damage for which Seller is liable pursuant to this Article 11, including penalties that have been imposed, and shall reach a settlement with those third parties as soon as a request to that is made by Buyer, or defend itself in a court of law, instead of or jointly with Buyer -all this at Buyer's discretion -against claims as referred to above.
- 11.6 Buyer shall not be liable for any damage suffered by Seller, its personnel and/or any parties whose services it has engaged, unless the damage is the result of intent or deliberate recklessness on the part of any of Buyer's managers and/or employees. If Buyer should nevertheless be liable, its liability will be limited to the amount actually paid out by its insurance company, or the amount for which it might reasonably be expected to be insured.
- 11.7 If any of Contractor's employees holds Buyer liable even though there has been no intent or deliberate recklessness on the part of any of Buyer's managers and/or employees, Contractor shall indemnify Buyer and hold that party harmless from and against all costs and damage resulting from this liability claim.

#### **ARTICLE 12-INSURANCE**

- 12.1 The Seller shall take out and maintain throughout the term of the Contract plus five (5) years after termination thereof and at least during any guarantee period, an insurance policy with a first-ranking insurance company of internationally recognized repute, concerning its professional liability, general liability and product liability, for the amount stipulated in the specific conditions, or, if no such amount is stipulated, for a minimum amount of € 2,500,000 (or its equivalent in local currency) per insurable incident, covering all damages for which Seller is liable pursuant to Article 11, including (but not limited to) damages of any kind or injury to persons, tangible and non-tangible assets and recall costs.
- 12.2 The Seller shall be able to provide Buyer with insurance certificate(s) at any time upon request.
- 12.3 If Buyer potentially takes out insurance against Seller's liability this shall not alter Sellers' liability under the Contract or the law.

#### **ARTICLE 13-DISSOLUTION**

- 13.1 In the event of (i) a breach on the part of Seller in the performance of its obligations under the Contract or any agreements arising from it; (ii) the bankruptcy or the (provisional) suspension of payments on the part of Seller, or if any similar procedure has been initiated against Seller in any other jurisdiction; (iii) in case of a change in the Seller's shareholding that may affect Buyer's legal, financial and/or business interests; and/or (iv) the closing down, the winding-up or the takeover or any similar situation concerning Seller's business, Buyer shall at once be allowed, without any further notice of default being required, to terminate or dissolve (in Dutch: opzeggen of ontbinden) the Contract in whole or in part with immediate effect and/or to suspend its obligations, including payment obligations, without being liable for any form of compensation and without prejudice to any of its further rights, including the right to demand full compensation and repayment of any amounts already paid.
- 13.2 All present and future amounts that will be owed to Buyer by Seller further to the cases referred to in this Article 13 shall be due and payable in full and with immediate effect.
- 13.3 Should the Seller fail to comply with its obligations, Buyer may also cause any third party to carry out the Seller's obligations, at the Seller's expense, even if such costs exceed the foreseen amount, and without prejudice to Buyer's right for payment of costs, penalties, liquidated damages, and full damages.

#### **ARTICLE 14 - CONFIDENTIALITY**

- 14.1 All information provided by Buyer under the Contract shall be treated as confidential by Seller and shall be used by Seller only for the purposes of the Contract. The existence of and the terms of the Contract shall be treated as confidential by Seller.
- 14.2 All rights and information used for the performance of the Contract may be disclosed by Seller to a third party only with Buyer's prior Written consent, provided that a Written confidentiality undertaking has been obtained from the intended receiving third party prior to any disclosure.
- 14.3 Upon termination of the Contract, Seller shall promptly return to Buyer all documents/material received from it. All rights and information made available by Buyer to Seller shall remain the property of Buyer.
- 14.4 Seller shall not make public statements, declarations, advertising or press release related to the Contract to third parties without the Buyer's prior Written consent.
- 14.5 In the event that Seller breaches an obligation under this Article 14, it shall forthwith, without any further action or formality being required, become liable to Buyer for an immediately due and payable penalty of 25% of the total net contract price of the Contract plus any agreements already concluded between Seller and Buyer for each breach, with a minimum of €100.000 for each such breach and, in case of a continuous breach, a penalty payment of

€2000 for each day such breach continues, all without Buyer having to prove any loss or damage, and without prejudice to any of Buyer's (contractual and legal) rights, including the right to claim additional damages and the right to demand compliance with the Contract.

#### **ARTICLE 15 - INTELLECTUAL PROPERTY RIGHTS**

- 15.1 Each Party shall remain the owner of all Intellectual Property Rights owned by it prior to its relationship with the other Party or created outside the scope of and independently of that relationship.
- 15.2 Seller warrants that the use, including the resale, of the Products delivered by it, or of the auxiliary materials which it has purchased or manufactured for the benefit of Buyer, will not constitute an infringement of any patent rights, trademark rights, design rights, copyrights or other Intellectual Property Rights and rights of third parties, including rights to the protection of know-how and other third party confidential business information.
- 15.3 Seller shall indemnify Buyer and hold Buyer harmless from and against all claims arising from any infringement of the rights referred to in Paragraph 15.2 and shall compensate Buyer for all damage resulting from any infringement of the rights of third parties, including the legal costs incurred by Buyer as referred to in Article 1019h of the Dutch Code of Civil Procedure.
- 15.4 Buyer is and will remain the Party entitled to all Intellectual Property Rights and other rights in relation to product design and configuration, "works" within the meaning of copyright law, trademarks, inventions, know-how and other information, databases and other materials that have been disclosed to Seller or have otherwise been made available to it.
- 15.5 All Intellectual Property Rights created during and/or resulting from the execution of the Contract by Seller, including all rights to improvements and/or modifications of existing Intellectual Property Rights, are or will become the property of Buyer. Seller hereby transfers all the rights to Buyer. As soon as Buyer requests, Seller shall fully and unconditionally assist in the transfer of the above-mentioned Intellectual Property Rights, as well as in the registration of such transfer in the relevant patent registers, trademark registers, design registers and other registers.
- 15.6 To the extent that it should appear that the Intellectual Property Rights as referred to in Paragraph 15.5 cannot be transferred or that the transfer could not take place for a different reason, Seller hereby grants a worldwide, exclusive, sub-licensable and perpetual license or right of use with respect to these Intellectual Property Rights.
- 15.7 To the extent permitted, Seller shall waive its personality rights as referred to in, inter alia, section 25 (1) (a), (b) and (c) of the Copyright Act which are vested in, contained in or arise from the matters referred to in Paragraph 14.5 as well as its rights arising from section 25 (4) of the Copyright Act.

#### **ARTICLE 16-CHEMICAL SUBSTANCES**

- 16.1 Seller warrants that it is fully acquainted with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") imported, distributed or used in the European Union and its related Regulations.
- 16.2 Seller warrants that, if and to the extent applicable, the Products fully comply with the REACH requirements. Seller shall communicate the registration numbers and/or pre-registration number(s) to Buyer. Seller warrants, to the extent that the Products in these are governed by different national or international regulations that limit the use of chemical substances, that the Products or substances are fully compliant with these regulations. In case of any changes to national or international regulations regarding chemical substances, including REACH, that will affect the registration of the Products, Seller will inform Buyer in Writing within 5 working days.

#### **ARTICLE 17 - FORCE MAJEURE, UNFORESEEN CIRCUMSTANCES**

- 17.1 Neither Party shall be responsible for a failure to perform its obligations under the Contract, if such failure is due to a force majeure event, being an event which is unforeseeable, beyond the control of the Party involved and which cannot be avoided, such as natural disasters, fire, explosion or accident, flood, collapse of buildings, nuclear, chemical or biological contamination or any sudden unforeseeable law or action taken by a government or public authority related to public health, war or terroristic attack.
- 17.2 Transport problems, illness, strikes, raw materials shortage, breach of contract by third parties contracted by Seller or stagnation in the Seller's business shall not be considered force majeure events as well as costs increases for Seller of raw materials, components, spare parts, energy and labor for manufacture and delivery of the Products to Buyer, also in case directly or indirectly resulting from force majeure situations as mentioned in 17.1.
- 17.3 In case of failure or foreseeable failure due to a force majeure on its side, Seller shall notify Buyer immediately - within 24 hours of Seller becoming aware of the (foreseeable) failure - in Writing with full explanation of the root causes and implications.
- 17.4 Buyer is entitled to terminate the Contract without being liable in any way if a force majeure event extends or is likely to extend beyond thirty (30) days.
- 17.5 When any external unforeseen circumstance beyond the control of Buyer making the performance by Buyer of any of its obligations under the Contract economically disproportionately disadvantageous, creating a situation that Seller, according to standards of reasonableness and fairness, may not expect the unaltered continuance of the Contract, Buyer and Seller shall renegotiate the adjustment of the conditions of the Contract affected by the unforeseen circumstance. If they do not reach an agreement within 3 months after the occurrence of these circumstances, Buyer may dissolve the Contract by giving 14 days written notice to the Seller, without being liable for damages or any other adverse consequences for the Seller or third parties involved.

#### **ARTICLE 18-COMPLIANCE WITH LAWS**

- 18.1 Each Party shall strictly comply with all laws, rules, regulations and ordinances applicable to its performance under the Contract. When delivering the Products and providing on-site services, the Seller shall respect all rules and standards in force at Buyer's premises regarding health, safety, working conditions and the environment. The Seller undertakes, at the Written request of Buyer, to communicate to the latter all information which will enable Buyer to identify the origin, place and date of manufacture and/or any other information of the Products in addition to the serial or batch numbers.
- 18.2 Buyer or its authorized representatives may at any time inspect the Seller's premises. This audit right does not imply Buyer's acceptance of the Products and has no impact on the Seller's liability under the Contract.

#### **ARTICLE 19 - PRIVACY**

- 19.1. Seller warrants that all the statutory regulations concerning the processing of personal data, including the regulations laid down by or pursuant to the General Data Protection Regulation (GDPR) (in Dutch: Algemene Verordening Gegevensbescherming (AVG)) and/or the General Data Protection Regulation (Implementation) Act (in Dutch: Uitvoeringswet AVG) and/or any other applicable laws and regulations, will be strictly observed. Seller shall without delay provide Buyer in writing with all the information it may require in that context. Within the context of the agreement and these General Conditions Seller is to be qualified as a processor within the meaning of the General Data Protection Regulation and/or the General Data Protection Regulation (Implementation) Act and Buyer as the controller within the meaning of this legislation. Seller shall give every assistance to the obligations to be performed by Buyer

- in its capacity as controller. The related costs shall be borne in full by Seller.
- 19.2. Seller shall not use any personal data obtained within the context of the agreement for its own purposes, nor for any other or more comprehensive purposes than is reasonably required to execute the agreement, unless prior written permission to do so has been granted by Buyer.
- 19.3. Seller shall indemnify Buyer and hold that party harmless from and against all claims that may be brought against Buyer by third parties on account of a breach of the General Data Protection Regulation and/or the General Data Protection Regulation (Implementation) Act and/or any other regulations concerning the processing of personal data which is not attributable to Buyer.
- 19.4. Seller shall indemnify Buyer and hold that party harmless from and against all claims that may be brought against Buyer by third parties, including government institutions, on account of a breach by Seller of the legislation regarding the statutory retention periods.

#### **ARTICLE 20 – SUPPLIER CODE OF CONDUCT**

- 20.1 The Buyer's Supplier Code of Conduct (the "**Code**") as shown in the Appendix describes social, environmental and business ethics principles. Seller commits to compliance with the Code, and shall ensure that its employees, agents, suppliers and sub-sellers respect the said principles, throughout all stages of production, during the Contract.
- 20.2 The Parties agree that Buyer or its authorized external body shall have the right at any time to monitor the permanent adherence and implementation by the Seller of the Code. To this effect Buyer shall have free access to audit at any time the manufacturing and/or warehousing sites of the Seller, including without limitation, the premises, the plants, the company records, and the complete process of production. If any principle is found to be breached, the Parties shall meet at Buyer's request and discuss the reasons leading to the breach.
- 20.3 The Parties shall then set up corrective actions with an appropriate time schedule to cure the breach of the principle. If the corrective actions are not implemented to Buyer's satisfaction in accordance with the agreed time schedule or if the breach by the Seller of any part of the Code, Buyer shall be entitled to cancel the purchase orders in force and/or to terminate the Contract in accordance with the terms and provisions of Article 13.

#### **ARTICLE 21 -APPLICABLE LAW AND CHOICE OF FORUM**

- 21.1 All Contracts and all agreements or obligations arising from these are governed by Dutch law - to the exclusion of the Vienna Sales Convention 1980 ("**Convention on the International Sale of Goods 1980**").
- 21.2 If Seller is domiciled in a country within the European Union or in the countries United Kingdom, Switzerland, Norway or Iceland, the Gelderland district court, Zutphen location (the Netherlands), will have exclusive jurisdiction to hear and determine any disputes between Buyer and Seller.
- 21.3 If Seller is domiciled outside the countries listed in Paragraph 21.2, all disputes between Buyer and Seller shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (in Dutch: Nederlands Arbitrage Instituut (**NAI**)) that were applicable three months prior to the conclusion of the Contract, in which respect it is noted that:
- the arbitral tribunal is made up of (i) one arbitrator in a dispute involving a financial interest of a maximum of €250,000; or (ii) three arbitrators in a dispute involving a financial interest in excess of €250,000;
  - the arbitral tribunal is appointed from the midst of the arbitrators mentioned in the **NAI** list of arbitrators;
  - the place of arbitration is Zutphen, the Netherlands;
  - the arbitration proceedings will be conducted in the English language; and
  - the arbitral tribunal will decide in accordance with the rules of law.

### **CHAPTER II**

#### **ARTICLE 22 -ADDITIONAL OBLIGATIONS PERFORMANCE OF WORK**

- 22.1 If and to the extent that the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractor) Act (in Dutch: Wet Ketenaansprakelijkheid), the Implementing Regulations to the Collection of State Taxes Act 1990 on liability of recipients, subcontractor and clients (in Dutch: uitvoeringsregeling Invorderingswet 1990 ten aanzien van inleners-, keten- en opdrachtgeversaansprakelijkheid), the Labour Market Fraud (Bogus Schemes) Act (in Dutch: Wet Aanpak Schijnconstructies), the Working Conditions Act (in Dutch: ARBO wet), the Foreign Nationals (Employment) Act (in Dutch: Wet arbeid vreemdelingen (Wav)), the Placement of Personnel by Intermediaries Act (in Dutch: Wet allocatie arbeidskrachten intermediairs (WAADI)), the Minimum Wage and Minimum Holiday Allowance Act (in Dutch: Wet Minimumloon en Vakantiebijslag (WML)), the Compulsory Identification Act (in Dutch: Wet op de identificatieplicht (WID)) and the Posted Workers in the European Union (Working Conditions) Act (in Dutch: Wet arbeidsvoorwaarden gedetacheerde werknemers in de EU (WagwEU)) or any statutory provisions replacing or supplementing the above regulations apply to the Contract, Contractor shall comply with all the obligations arising from the above acts.
- 22.2 Contractor declares to have all the certificates, licenses and permissions required by the law and the regulations applicable in the sector for the purpose of carrying out the Work. On request copies must be provided to Buyer.
- 22.3 Contractor is obliged:
- to have valid proof of registration with the relevant Employee Insurance Agency (in Dutch: Uitvoeringsinstituut Werknemersverzekeringen (UWV)), insofar as such proof is provided by the agency. On request Contractor shall present this proof of registration to Contractor;
  - if so requested, to provide a recent extract (i.e. not older than three months) from the trade register of the Chamber of Commerce to Buyer;
  - to comply with the notification requirement under the Posted Workers in the European Union (Working Conditions) Act (WagwEU) and to provide Buyer with a copy of said notification, in the event that Contractor within the context of the Contract decides to second workers from an EU State other than the one where Buyer is domiciled and before the start of the Work;
  - if so requested, to present Buyer with a list of all workers who will be used in the project, as well as once, for each worker (before that worker commences his duties) a copy of a valid ID and, on request, his wage statements;
  - to present Buyer with a man-days register, detailing for each of Contractor's employees the name, address, postal code, place of residence, citizen service number, date of birth and number of hours worked for each day;
  - to strictly meet all obligations towards the workers employed by Contractor;
  - to promptly comply with the statutory obligations to pay wages and wage tax and national insurance contributions related to the duties the worker in question has been charged with and furthermore to strictly comply with the collective bargaining agreement applicable to its employees;
  - from time to time to provide automatically a statement concerning Contractor's payment of wage tax and national insurance contributions, as referred to in the guideline(s) adopted in the context of the vicarious tax liability (in Dutch: ketenaansprakelijkheid);

- i. if so requested, to draw up weekly reports in accordance with a model approved by Buyer and to present these completed and signed weekly reports to Buyer for approval;
  - j. if the vicarious tax liability regime applies, to organize its accounts in such a manner that the following documents or data may at once or practically at once be identified for the benefit of Buyer: (i) the Contract or the contents thereof on the basis of which Contractor has delivered the performance for the benefit of Buyer; (ii) the details concerning the performance of that Contract, including a list of the persons whose services have been engaged and of the days/hours those persons carried out activities; (iii) the payments made in relation to the Contract concerned;
  - k. if the vicarious tax liability regime applies, to have the original G account agreement and to present this agreement at Buyer's request; to provide Buyer with all the information and data required for Buyer to comply with its requirement to keep records within the meaning of the applicable legislation.
- 22.4 Buyer is authorized, in cases to be determined by itself, to pay part of the price either by way of an escrow account or directly to the relevant bodies or employees of Contractor.
- 22.5 All payments made by Buyer in accordance with this Article 22, by way of an escrow account or otherwise, will be deducted from the payments that have to be made in accordance with Articles 8 and 23.
- 22.6 If Contractor has not, or not yet, performed its obligations arising from Paragraphs 22.1, 22.2 and 22.3, Buyer shall not be under a payment obligation until it has received the missing data and processed these, and Contractor has performed its other obligations, if any. Contractor shall indemnify Buyer and hold that Party harmless from and against any penalties and/or sanctions and/or claim for damages (such as loss of profits or claims from employees and/or other third parties) due to a breach of the obligations contained in Paragraphs 22.1, 22.2 and 22.3 and/or any statutory regulations. Buyer may seek recourse against Contractor for the whole amount, plus the statutory interest from the date of payment by Buyer.
- 22.7 If Contractor and/or the third parties hired by it are no longer able to meet their payment obligations under the law, Contractor must notify Buyer thereof within three (3) working days from the day the inability to pay has arisen.
- 22.8 Contractor is under an obligation to notify Buyer in Writing if the information, data, schedules, procedures, instructions and the like provided by or on behalf of Buyer, or decisions made by or on behalf of Buyer, contain errors or defects or if it suspects that such errors or defects are present. If Contractor fails to send the Written notification referred to in the preceding full sentence, it will be held liable for the adverse consequences of this omission.

#### **ARTICLE 23-PRICES AND PAYMENT TERMS**

- 23.1 Payment will be made 60 days after (the final) delivery of the Products and receipt of a correct digital invoice by Buyer, provided the invoice is accompanied by the written approval of acceptance of delivery signed by Buyer's authorized representative, and the man-day registers, any agreed delivery and/or completion documents and all related documentation, drawings, quality and warranty certificates, unless otherwise agreed in the Contract.
- 23.2 A final installment of 5% of the Contract will not be due until the Work has been completed and accepted by Buyer.
- 23.3 Buyer reserves the right to pay Contractor the taxes and social security contributions owed by Contractor with respect to a contract pursuant to the Collection of State Taxes Act 1990 regarding vicarious tax liability by transferring any amounts due to Contractor's G account or to the deposit account held by the Receiver of taxes on behalf of Contractor. Buyer will be entitled to deduct such amounts in taxes and social security contributions itself and pay these direct to the receiver of taxes on behalf of Contractor.
- 23.4 Buyer is entitled to demand at any time that Contractor provide an unconditional and irrevocable bank guarantee with conditions and to the amount to be determined by Buyer as security for the performance of the Contractor's obligations under the Contract, by a bank which is acceptable to Buyer. The costs of providing the bank guarantee shall be borne by Contractor.
- 23.5 Any costs for extra Work may be charged by Contractor only if Buyer has given its prior written permission for such extra Work to be carried out.

#### **ARTICLE 24 - WARRANTY TO REMEDY DEFECTS**

- 24.1. Contractor warrants that, unless another warranty period is specified in the agreement, all defects that may occur in the delivery will, at Buyer's election, either be replaced or repaired for a period of two years from the date on which the delivery, or the object for which it was intended, was accepted or put to use, in which case the later of these events will cause the warranty period to take effect, unless Contractor demonstrates that these defects were not the result of any flaws in the design or errors made when performing the delivery or, insofar as the delivery consists of Products, of faulty materials. Contractor furthermore undertakes to carry out these replacements and/or repairs at the earliest possible moment, but in any case, within the reasonable term stipulated in the notice, by repairing or replacing, at Buyer's choice, the faulty delivery or the defective parts forming part of it.
- 24.2. Contractor shall bear all the costs that have to be incurred to carry out the replacement or the repairs of the defects for which it is held liable pursuant to the provisions of Paragraph 24.1, including, but not limited to, installing and extending, supplying new raw materials, transport and the like.
- 24.3. In the absence of the proper performance of this obligation to rectify a defect and/or performance within the prescribed period, as well as in urgent cases, we shall be entitled to carry out all the necessary activities, or have these carried out by third parties, at the risk and expense of Contractor, provided Contractor is notified thereof at the earliest possible moment.
- 24.4. The period referred to in Paragraph 24.1 above shall be extended by the period during which the intended use could not be made of the delivery, or of the object for which it was intended, due to an attributable shortcoming of Contractor. With respect to the parts of the delivery that have been repaired or replaced the period referred to in Paragraph 24.1 shall once again take effect on the date these were put to use following the repairs.
- 24.5. The ownership of and risk for the Products that have been replaced based on the obligation to rectify a shortcoming shall be with Contractor from the moment of replacement. Contractor is obliged to take possession of such Products at its own expense at the earliest possible moment, unless a request is made by us to make the replaced Products available to us to be examined.
- 24.6. Except in the case of willful misconduct or gross negligence on Buyer's part, any loss of or damage to auxiliary materials and tools used by Contractor when carrying out the delivery, shall be borne by Contractor.
- 24.7. The provisions of the preceding Paragraphs of this Article and/or the other Articles of these General Purchase Conditions shall not release Contractor from its other liability under the law.

#### **ARTICLE 25 - SPARE PARTS**

Contractor is obliged to keep any parts, including any spare parts and components, regarding the delivered Products and/or performances in stock for their typical lifetime, but in any case, for a period of 10 years from the date of delivery of the Products and/or performances, and to make these available at competitive prices as soon as a request to that effect is made.

#### **ARTICLE 26 - INTERIM TESTS AND FINAL TESTS, INSPECTIONS AND TRIALS**

- 26.1. Buyer and/or the person(s) appointed for that purpose by Buyer, are authorized to inspect the Products prior to and after delivery, in which context an inspection includes checks, trials and examinations.
- 26.2. Contractor shall grant access for that purpose or shall make sure that access is granted to Buyer and/or the person(s) appointed for that purpose by Buyer to the locations where the Products are manufactured or stored, give its assistance to the individuals carrying out the inspection and provide the documentation and information required for the inspection at its expense.
- 26.3. Within five days after a request for an inspection has been made by Buyer, Contractor shall inform Buyer of the date and time on which the inspection may be carried out and, where necessary, shall make the information and documentation required for the inspection available well in advance. Contractor is entitled to be present at the inspection.
- 26.4. The costs of an inspection and/or of hiring the person(s) appointed for that purpose by Buyer are borne by Buyer, unless any Products are rejected, in which case the costs shall be borne by Contractor. If, further to the rejection of the Products, Contractor wishes any Products to be inspected a second time, those costs shall be borne by Contractor.
- 26.5. Inspections are performed in accordance with Buyer's applicable procedures. A written protocol will be prepared of each inspection.
- 26.6. If, further to an inspection, the Products are wholly or partly rejected, Buyer will as soon as possible notify Contractor of this in writing, or cause others to do so.
- 26.7. If Products and/or Work are rejected after these have been delivered and accepted, the risk of the rejected Products will pass back from Buyer to Contractor on the date of the notice of rejection referred to in Paragraph 26.6.
- 26.8. Contractor is obliged, without prejudice to Buyer's other entitlements, to repair the defects found by Buyer at no charge within 5 working days, or to provide proper replacements at no charge. Buyer reserves the right to once again inspect the renewed, replaced or improved Products and/or Work.
- 26.9. As long as the defective Products and/or Work have not been repaired or replaced by Contractor, Buyer will be entitled to either in whole or in part suspend payment for these Products and/or to demand additional compensation.
- 26.10. If Contractor does not, not within the stipulated period, or not to the satisfaction of Buyer, meet its obligations as referred to in Paragraph 26.8, or if it may reasonably be assumed that Contractor cannot or will not, or not within the stipulated period, or not to the satisfaction of Buyer, cause the defective Products and/or Work to be repaired or replaced, Buyer will be entitled, without prejudice to any of its other rights, to repair or replace the defective Products and/or Work itself, for Contractor's account, or have such done by third parties.
- 26.11. If an inspection is carried out by an independent body, the outcome of the inspection will be binding on the parties. The same applies to the outcome of a second inspection carried out by an independent third party.
- 26.12. Contractor is obliged to make every effort enabling Buyer and/or the person(s) appointed for that purpose by Buyer to carry out the inspections at the locations of Contractor's contracting party or parties, or to have these carried out. Contractor is obliged to make every effort enabling Buyer and/or the person(s) appointed for that purpose by Buyer to carry out the inspections at the locations of Contractor's contracting party or parties, or to have these carried out.
- 26.13. Contractor shall on its own initiative, on a periodical basis agreed or further to be agreed by the parties, provide Buyer with all the necessary information, agreed or further to be agreed by the parties, to enable Buyer to assess the reliability of the safety, the quality and the delivery, the price level as well as the general status of Contractor's business.
- 26.14. Contractor shall assist in any suppliers' reviews to be carried out by Buyer or by third parties on behalf of Buyer.
- 26.15. Inspection of the Products and/or Work in accordance with the provisions of this Article 26 implies neither delivery nor acceptance.

## **ARTICLE 27 - DELIVERY, ACCEPTANCE AND PASSING OF OWNERSHIP AND RISK (AT THE MOMENT OF BEING PUT INTO SERVICE)**

- 27.1. Delivery of the Products and/or Work does not imply acceptance of these. By means of a verbal or written communication prior to the acceptance of the Products delivered and/or the Work performed, Buyer will be entitled to reject the Products and/or Work concerned that fail or fails to conform to the Contract. Buyer will be entitled to set off the price of these Products and/or this Work against any payment it owes to Contractor (whether or not under the agreement). Unless Contractor collects the Products of which it has been informed that they have been rejected by Buyer within a reasonable period after it has been notified thereof, Buyer shall be entitled to dispose of these Products as it sees fit, with the proviso that, if Buyer sells the Products, Contractor will be entitled to charge Buyer for the net proceeds of the sale.
- 27.2. Ownership of the Products shall pass from Contractor to Buyer at the moment of delivery. If Buyer returns an item, the risk in relation to the item concerned shall pass to Contractor the moment Buyer ships the item to Contractor.
- 27.3. In the event of a delay in delivery in accordance with Paragraph 10.5 and the storage of the Products and/or the materials and parts intended for these by or on behalf of Contractor in accordance with Paragraph 10.5, ownership of the Products concerned and/or the materials and parts intended for these shall pass from Contractor to Buyer immediately after the Products and/or the materials and parts intended for these are stored with or on behalf of Contractor as the identifiable property of Buyer.
- 27.4. Buyer is at all times entitled to demand that ownership of the Products and/or the materials and parts intended for these shall pass at an earlier moment than that specified in Paragraph 27.2.
- 27.5. For the purpose of Paragraphs 27.3 and 27.4 Contractor undertakes to mark the Products and/or the materials and parts intended for these as the identifiable property of Buyer and to indemnify Buyer and hold that party harmless from and against loss, damage and the exercising of rights by third parties. If a model, sample or example has been shown or supplied by Contractor, the Products and/or the Work must be delivered and completed in accordance with the model, sample or example that has been shown or supplied. In principle the qualities and properties of the Products to be delivered/ the Work to be performed must not be different from the Products to be delivered/ the Work to be performed.
- 27.6. If any further use has to be made of the Products by Contractor for any (further) delivery or deliveries within the context of the Contract, the risk of damage and/or loss in relation to the aforementioned Products shall remain with Contractor until acceptance. In the event of damage and/or loss Buyer shall be entitled to replacement at no charge of the lost or damaged item. If a new item is formed by Contractor with Products that are still in its possession, these shall be Products that Buyer has caused to be formed for itself and Contractor shall keep these on behalf of Buyer as the owner.
- 27.7. Contractor agrees to grant Buyer the right to use the delivery even before its acceptance.

## **ARTICLE 28 - OUTSOURCING; HIRING**

- 28.1. Contractor shall neither in whole nor in part outsource the performance of its obligations under the agreement to one or more third parties without the prior written consent from Buyer.
- 28.2. Buyer is entitled to attach certain conditions to the permission referred to in Paragraph 28.1.
- 28.3. If, after having obtained the written consent from Buyer in accordance with Paragraph 28.1, Contractor transfers or outsources the Work or part of the Work to a third party, it must without delay set this down in writing in an agreement. The conditions of that agreement must be identical to those in the agreement concluded between Buyer and Contractor regarding the Work, in which context Contractor and the third party by analogy take up the positions or legal positions of Buyer and Contractor respectively. The full or partial outsourcing in accordance

with Paragraph 28.1 does not alter Contractor's responsibility for the performance of its obligations under the agreement.

- 28.4 In urgent cases as well as if, following consultations with Contractor, it is reasonably to be assumed that Contractor cannot and/or will not perform its obligations under the agreement, or not in time or not properly, Buyer will be entitled to demand that Contractor outsources all or part of the execution of the agreement at its own expense and risk to one or more third parties to be designated by Buyer, which shall not, however, release Contractor from its obligations under the agreement.
- 28.5 Contractor shall not make use of the workers made available to it until it has obtained the prior written permission from Buyer. When Work is outsourced or workers are hired as described above, Contractor will be under an obligation to observe the administrative regulations of the statutory provisions on the liability of recipients, subcontractors and clients.

#### **ARTICLE 29 -WORKING CONDITIONS, SAFETY AND ENVIRONMENT**

- 29.1. In addition to Articles 22 and 24 Contractor and the personnel employed by it, its suppliers, contractors and sub-contractors shall observe the provisions of Buyer's Contractors' regulations and its General Security and Safety Rules and Rules of Conduct for Contractors, as well as its policy on Alcohol, Drugs and Medicines, plus the government regulations and instructions issued by government agencies, such as the inspectorate SZW. Buyer is entitled to amend its regulations, of which it will in that case notify Contractor.
- 29.2. At an instruction meeting Buyer will inform Contractor, its personnel and the sub- contractors engaged or yet to be engaged by Contractor about the circumstances at Buyer's sites and in Buyer's buildings and about any (further) regulations applicable in those places. Buyer may repeat the instruction meeting at any moment it wishes to do so. Contractor shall instruct its personnel, its suppliers and its contractors and sub-contractors to attend this meeting or these meetings. Buyer is entitled to amend these regulations, of which it will in that case notify Contractor.
- 29.3. Buyer will make a copy of the regulations mentioned in Paragraphs 29.1 and 29.2 available or will allow these to be inspected, to the extent that these are available in writing, unless it concerns confidential documents or disclosure is prevented by their nature or otherwise.
- 29.4. Contractor shall not start the activities and enter the sites and the buildings of Buyer, until it has taken note of the documents referred to in Paragraph 29.1 and has been acquainted by Buyer with the regulations referred to in Paragraph 29.2 and agrees to assist therein.
- 29.5. In the event of a breach of the provisions of Paragraph 29.4 Buyer will be entitled to deny the person in question access to Buyer's site and buildings and/or to suspend execution of the Work with immediate effect, all this unless Buyer prefers to dissolve the agreement (whether in whole or in part), in accordance with the provisions of Article 13.
- 29.6. Contractor shall at once notify Buyer of any dangerous situations and of any situations in which the regulations have not been observed, or not sufficiently.
- 29.7. Contractor shall comply with and act in accordance with all applicable health, safety and environmental regulations. Contractor shall avoid causing any contamination to the soil and the groundwater, limit emissions and noise at Buyer's location and observe the (grid) safety regulations applicable at Buyer's location. Contractor shall ensure proper and safe transportation, proper and safe equipment and provide skilled and qualified personnel who speak the language spoken locally at Buyer and/or English and perform their duties in a safe, healthy and environmentally responsible manner. Buyer is entitled to examine these aspects of the Agreement. Contractor shall report any issues regarding safety, health, the environment and security. In the event of an incident Contractor, under the supervision of Buyer, shall at once take all the necessary measures to clean up or isolate any released substances or to prevent contamination resulting from such an incident.
- 29.8. The work and rest periods at Buyer's sites and in its buildings and the general days of rest, public holidays, holidays or other days off prescribed by the government or the collective bargaining agreement also apply to Contractor and its employees or any thirds parties hired to perform Work within the context of the agreement. Buyer will not be liable for any damage that may arise from this. The same applies if, due to a strike or other causes at Buyer's location or the locations of third parties, it has become impossible to make use of Contractor's services.
- 29.9. If the Work has to be carried out at the sites and in the buildings of Buyer, Contractor shall from the start of the Work up to and including handing over or completion make sure that a regular foreman is present at the site, with whom arrangements can be made on both organisational and technical matters, unless agreed otherwise. His name must be known to the persons or agencies designated by Buyer.
- 29.10. Contractor shall provide its workers and the third parties to be hired by it with the correct, personal protective equipment and ensure their (correct) use. Contractor shall make sure that its employees and the workers to be hired by it have taken note of the local environmental and safety regulations and shall comply with these. All risks and costs arising from this shall be borne by Contractor.
- 29.11. Contractor shall make sure that the number of workers is such that the Work to be carried out is fully in line with Buyer's work schedule and does not interfere with the other activities. If Buyer changes the schedule/the operations, Contractor will be obliged to adjust the Work to this. Any changes to the number of workers are permitted only after Buyer's permission has been obtained.
- 29.12. If Contractor makes use of equipment governed by the Civil Liability Insurance (Motor Vehicles) Act (in Dutch: WAM) when carrying out Work at Buyer's sites and in Buyer's buildings, Contractor is obliged to make sure that such equipment used by it has been adequately insured against any traffic and work-related risks. Where such equipment is hired by Contractor, Contractor must make sure that it satisfies the insurance obligation.
- 29.13. Any necessary, certified materials such as scaffolding, cherry pickers, lifting equipment and small materials such as hand tools, measuring equipment, mobile scaffold towers, ladders and steps etc., shall be provided by Contractor and shall be included in the total price.
- 29.14. Contractor is liable towards Buyer for all damage resulting from any acts or omissions of Contractor in breach of the provisions of this Article 29 and shall indemnify Buyer and hold that party harmless from and against all claims from third parties in that respect.

#### **ARTICLE 30 -TERM AND TERMINATION**

- 30.1 A Contract that (also) includes the performance of Work within the framework of assignment and/or (sub)contracting, may not be terminated prematurely by Contractor, except with the prior Written consent from Buyer. Seller will in that case be under an obligation to compensate the damage suffered by Buyer resulting from such early termination and to limit such damage to the greatest extent possible.
- 30.2 Buyer is at all times entitled to terminate a Contract that (also) includes the performance of Work within the framework of assignment and/or (sub)contracting prematurely, with exclusion of the applicability of Art. 7:411 BW subject to a reasonable notice period of a maximum of three months, by means of a written notice sent to Contractor.

#### **APPENDIX – SUPPLIER CODE OF CONDUCT**

Seller shall comply with the principles and practices outlined in <https://ipscorp.com/wp-content/uploads/2025/03/Supplier-Code-of-Conduct-Final8.31.24.pdf>