

DEFINITIONS

1 **Definitions**

These General Procurement Conditions are applicable to all Agreements between the Customer and the Supplier for the purchase of Products and the provision of Services by the Supplier and Items of Property made available by the Customer and stored with the Supplier. In these General Procurement Conditions, the following terms have the meaning stated here. These terms are capitalised.

1.1 Customer:

VIVAT N.V. and/or one or more companies designated as a Customer under the Agreement.

1.2 General Procurement Conditions:

The Customer's general procurement conditions.

1.3 Data Leak:

An incident in connection with the performance of the Agreement that impairs, or may impair, the security of an information system such that confidential information and/or personal data have come or may come into the possession of unauthorised parties, have been or may be lost or have been or may be processed unlawfully.

1.4 Services:

The services to be provided by the Supplier to the Customer.

1.5 ICT Products:

Hardware, software and system software (whether on physical carriers or not) including associated materials and documentation, either developed specifically on the instructions of or on behalf of the Customer or not, including the alterations and additions to the software, including associated materials and documentation. To the extent applicable, the ICT Products include related Services and the results of the Services.

1.6 Supplier:

Any natural or legal person with whom the Customer concludes an Agreement.

1.7 Actual Costs:

The amount that the Customer will owe to the Supplier, determined by multiplying the number of necessary hours spent by the Supplier that can be demonstrated in writing by the Fixed Price agreed in writing between the parties. If materials are used, the Supplier will calculate the costs owed for them by multiplying the quantities of materials actually and demonstrably used by the agreed unit price for that material, provided that the Customer approved the costs owed for the use of these materials in writing in advance.

1.8 Agreement:

An agreement between the Customer and the Supplier to supply Work, whether or not accompanied by documentation and/or appendices, to which these General Procurement Conditions apply and with which these General Procurement Conditions form an integral whole. Under an Agreement, the Customer may issue a variety of instructions that will form an integral part of that Agreement.

1.9 Personnel of the Customer:

The persons to be involved by the Customer for the purpose of performing an Agreement.

1.10 Personnel of the Supplier:

The expert natural or legal persons to be involved by the Supplier for the purpose of performing an Agreement who carry out Work pursuant to an Agreement.

1.11 Products:

The products and/or ICT Products to be delivered by the Supplier, including associated materials and documentation.

1.12 Fixed Price:

The amount that the Customer will owe to the Supplier, determined on the basis of all Work to be carried out by the Supplier in the context of the Agreement and all other activities that are undertaken in that context, which at least includes the materials, costs of packaging, transport, insurance and importation, costs of travel, accommodation and meetings, costs relating to sales or pre-sales activities of Personnel of the Supplier, costs associated with any import and export duties and excise duties imposed by the government, as well as all costs of third parties engaged by the Supplier, unless otherwise agreed in the Agreement. The amount will not be altered on the basis of an unforeseeable change in circumstances that affects the price.

- 1.13 Work:
The supply and/or transfer of Products and/or the provision of the Services described for which the Customer has issued written instructions.
- 1.14 Items of Property:
All items made available to and stored with the Supplier by the Customer for the purpose of the Supplier's performance of its obligations under the Agreement.

CHAPTER 1 GENERAL

2 *General*

- 2.1 No other terms and conditions apply, not even if the offers, invoices or other documentation of the Supplier (including email) refer to the applicability of the Supplier's terms and conditions, unless the Customer has explicitly accepted these terms and conditions in full or in part in writing.

3 *Formation of the Agreement*

- 3.1 A request for an offer does not bind the Customer and is considered only an invitation to treat. An Agreement is only formed if the Customer accepts the offer as referred to in this **Article 3** in writing.

4 *Prices*

- 4.1 All prices are specified in the Agreement and will always be determined in Euros, exclusive of Dutch VAT, on the basis of a Fixed Price or Actual Costs.
- 4.2 If there is reason to adjust the Fixed Price, the Supplier must submit a proposal with supporting arguments to the Customer, for this purpose, at the latest three months before the end of the contract year. After written agreement on the adjustment to the original Fixed Price, there will be a new Fixed Price. If no agreement is reached on the adjustment, the original Fixed Price will be used.

5 *Payment*

- 5.1 Invoicing takes place in conformity with the provisions of the Agreement and the invoicing terms and conditions of VIVAT N.V.
- 5.2 If the parties have agreed on Actual Costs, the Supplier will add to the invoices specifications of the documents that substantiate the content of the invoices.
- 5.3 The Customer will pay the Supplier the amounts it owes on the basis of the Agreement within thirty days of receipt of the invoice concerned provided they meet the conditions stated in this **Article 5**. If payment is not made, or not made in full, within the term of thirty days, the Supplier will inform the Customer of this in writing fourteen days at most after that term has been exceeded. If the Customer fails attributably in its payment obligations and owes the Supplier compensation, this compensation will never be more than the statutory interest within the meaning of Section 6:119 of the Dutch Civil Code ("**DCC**"), and the costs of collection within the meaning of Section 6:96(2)(c) DCC will never be more than the minimum amount stated in the first sentence of Section 6:96(4) DCC.
- 5.4 In the event that there is a reasonable suspicion that the contents of the invoice are inaccurate or that the Work invoiced is defective, the Customer is authorised to suspend payment of the disputed part of that invoice. If a payment term is exceeded, regardless of whether it is the result of suspended payments, this does not entitle the Supplier to suspend or terminate the Work.
- 5.5 The Customer is at all times authorised to have invoices sent by the Supplier checked for the accuracy of their contents by an auditor designated by the Customer. The Supplier will allow the auditor to inspect books and documents and will provide him with all details and information he requires. Verification will be confidential and will go no further than is necessary to verify the invoices. The auditor will issue his report to both parties as soon as possible. The costs of the verification will be payable by the Customer, unless this audit shows that the Supplier invoiced incorrectly. In the latter case the costs will be payable by the Supplier.
- 5.6 If the audit shows that the Supplier sent incorrect invoices, then within thirty days after this has been established the Supplier will send the Customer a credit invoice and a new corrected

invoice. Any amounts overpaid by the Customer will be offset against other invoices or will be repaid by the Supplier to the Customer within fourteen days, this at the Customer's discretion.

6 Extra Work/Less Work

- 6.1 If, due to additional wishes of the Customer, the Work to be supplied by the Supplier is demonstrably increased and/or extended, this will be viewed as extra Work which is eligible for payment. If the Supplier is of the opinion that there will be extra Work, it will inform the Customer of this in writing as soon as possible.
- 6.2 The following are not considered to be extra Work:
- a) additional Work which the Supplier could or should have foreseen in order to be able to deliver the Work in conformity with the agreed requirements, and
 - b) Work that is the result of incorrect and/or incomplete (functional or technical) specifications, if they were drawn up by or on the instructions of the Supplier or were accepted by the Supplier, and/or faults in the Products, which the Supplier should reasonably have been able to foresee.
- 6.3 If, due to an adjustment of the Customer's wishes, the amount of Work to be supplied by the Supplier is demonstrably less and/or limited, this will be viewed as less Work which means that the price originally offered will be eligible for a reduction. If the Customer is of the opinion that there will be less Work, it will inform the Supplier of this as soon as possible.
- 6.4 Before starting on any extra Work, or having due regard to less Work, the Supplier will issue a new written offer relating to the revised nature and scope of the Work and the costs entailed. In issuing the offer, the Supplier is not authorised to set further or more stringent conditions. The Supplier will not start carrying out the extra Work before it has obtained explicit written instructions from the Customer.
- 6.5 Extra Work will be invoiced separately by the Supplier after completion of the extra Work and acceptance thereof by the Customer. The Supplier will send the Customer a credit note for the reduction in the event that there is less Work, after that has been accepted by the Customer.

7 Provision of Information and Reporting

- 7.1 Both parties will designate a contact person who will maintain contact about the Agreement and the way in which it is performed.
- 7.2 The Supplier will always report to the Customer about the progress of the Work. In these reports, the Supplier will provide insight into the Work it has carried out in the period concerned, the number of hours spent and the costs incurred up to that time. If the Agreement works with a budget and there are departures from that budget, the Supplier will immediately state the reasons for this in writing as well as any measures to correct this.
- 7.3 If the progress of the Work is in danger of being delayed or has been delayed, the Supplier will report this to the Customer in writing as soon as possible, without prejudice to all other rights and powers of the Customer pursuant to the Agreement and the law. In this report the Supplier will indicate the cause of the delay, the consequences it will have and the measures proposed by the Supplier to prevent the delay or the risk of delay or to reverse the delay.
- 7.4 As soon as it discovers a Data Leak, the Supplier is obliged to inform the contact person referred to in **Article 7.1** about it.
- 7.5 The Supplier is obliged to inform the Customer (and keep it informed) in writing as soon as possible of any developments in its organisation that are relevant to the (efficient) performance of the Work and to its other obligations under the Agreement, including in any case reporting its inability to make payments to an organisation charged with the implementation of the social insurance legislation and/or to the Dutch Tax & Customs Administration, as well as any developments that may have a material effect on the Supplier's ability to carry out the Work having due regard to the applicable legislation.

8 Personnel

- 8.1 The Supplier will ensure that Personnel involved are, and will be, sufficiently qualified and if applicable, sufficiently certified to perform the Agreement.
- 8.2 If the Supplier is to carry out Work at the Customer's location, before starting the Work, the Supplier will inform the Customer of the identity of the members of its Personnel who will carry

- out the Work. At the Customer's request, the Personnel of the Supplier must prove their identity with a valid proof of identity.
- 8.3 The Supplier is obliged to screen its Personnel in accordance with the screening procedure used by the Customer before this Personnel carries out Work 1) at the Customer's location, or 2) remotely, in or with the Customer's systems. The current version of the screening procedure, as it applies when an Agreement is signed, will be included in the Agreement as an appendix.
- 8.4 The Supplier indemnifies the Customer against all claims from the Dutch Tax & Customs Administration relating to taxes, social security contributions (both the employer's share and the employee's share), penalties imposed and interest in connection with the Work carried out by Personnel of the Supplier in the context of the Agreement. Should the Customer nevertheless be confronted with one or more claims from the Dutch Tax & Customs Administration, the Customer will recover them from the Supplier or claim compensation from the Supplier.
- 8.5 If the Supplier involves Personnel who do not have Dutch nationality, it guarantees that it will solely involve Personnel at the Customer's location who are authorised to perform work in the Netherlands and for this purpose are in possession of a work permit, to the extent that this is required under the Dutch Foreign Nationals Employment Act (*Wet arbeid vreemdelingen*). If a competent authority imposes a penalty on the Customer in consequence of the Supplier not having complied with this obligation correctly, the Supplier will immediately reimburse the penalty in full, without prejudice to the provisions in **Article 8.6**.
- 8.6 The Supplier indemnifies the Customer against all claims of the Labour Inspectorate and/or the regulator for compliance with the Dutch Foreign Nationals Employment Act and/or the Dutch Aliens Act. This explicitly includes, but is not limited to, any administrative or other penalties imposed and any costs of legal assistance. The Supplier will reimburse all damage sustained by the Customer as a result of such claims.
- 9 Subcontracting and/or engaging third parties**
- 9.1 If the Supplier wishes to make use of the services of third parties for the performance of the Agreement, whether by subcontracting or by hiring temporary personnel, it will inform the Customer of this in writing in advance, if reasonably possible as early as in the offer, stating the details of the subcontractor(s) and/or supplier(s) concerned.
- 9.2 If the Supplier engages third parties in connection with its obligations under the Agreement, the Supplier will continue to be responsible and liable for the performance of the Agreement. The Supplier will agree the obligations arising from the regulatory legislation with the third party or parties to which the Supplier wishes to outsource critical or important Work in full or in part.
- 9.3 The Supplier will also agree the obligations arising from the Agreement with the subcontractor(s) and/or supplier(s) as parties required to pay turnover tax and/or as employers of and withholding agents for payroll tax of the persons they put to work at the Customer's location and as employers for the implementation of the Dutch Foreign Nationals Employment Act and/or the Dutch Aliens Act.
- 9.4 The Supplier indemnifies the Customer against all claims of the Dutch Tax & Customs Administration in relation to taxes, social security contributions (both the employer's share and the employee's share), penalties imposed and interest in connection with the Work carried out by third parties engaged by it in the context of the Agreement. The Supplier also indemnifies the Customer, in connection with the Work carried out by third parties engaged by the Supplier in the context of the Agreement, against all claims of the Labour Inspectorate and/or the regulator in relation to compliance with the Dutch Foreign Nationals Employment Act and/or the Dutch Aliens Act. The Supplier will reimburse all damage sustained by the Customer as a result of such claims.
- 10 Warranty**
- 10.1 The Supplier warrants that it has sufficiently acquainted itself with the purpose of the Work.
- 10.2 The Work is described in greater detail in the Agreement. With due regard to the provisions of the Agreement and of any associated documents such as technical and/or functional

specifications, offers, letters, and written recommendations of the Supplier, it warrants that the Work to be delivered:

- a) is in accordance with what was agreed as to quantities, measurements, quality, functions and characteristics;
- b) in all respects complies with applicable laws and regulations and sector-related self-regulation and with applicable quality requirements in the sector or with the generally accepted technical or other standards in the Supplier's branch that apply when the Agreement is concluded and/or at the time of delivery;
- c) is made from sound materials and has been well implemented;
- d) is free of defects and is the same in all respects as the samples or models made available or provided by the Customer and/or the Supplier;
- e) is entirely suited to normal use, for the purpose for which it is being purchased and for the particular use made known to the Supplier;
- f) is entirely complete and ready for use; all parts and tools needed for the purpose stated in writing by the Customer must be delivered along with the Work, even if they have not been specified by name, and,
- g) that all certifications that had been granted to the Supplier when the Agreement was concluded will be retained for the duration of the Agreement or at least will not be cancelled on account of an act or omission by the Supplier.

10.3 In relation to ICT Products, the Supplier guarantees that in addition to the guarantees listed in **Article 10.2:**

- a) the ICT Products are efficient and sound;
- b) the ICT Products are suitable for use in conjunction with ICT Products to be used by the Customer and the other ICT Products present at the Customer's location, to the extent that the Customer has let the Supplier know about the ICT Products at its premises;
- c) the ICT Products are suited to the purpose or purposes that the Customer informed the Supplier about or for which the Customer acquired the ICT Products;
- d) at the time of delivery, the ICT Products do not contain any security measures or functions or elements foreign to the ICT Products (such as logic bombs, viruses or worms) other than those that the Supplier informed the Customer about in writing.

10.4 The Supplier will observe all warranties customary in the Supplier's sector which a professional and prudent Supplier may be expected to comply with under the given circumstances, having due regard to a normal degree of vigilance and normal professional knowledge and exercising its profession in a normal manner. In this context, the Supplier is deemed to be a specialist in its field.

10.5 A warranty period of three years from the acceptance after delivery applies to the Agreement. In derogation from the foregoing, the warranty period for ICT Products is at least one year from the acceptance after delivery.

10.6 Warranties provided by the Supplier and agreed warranty periods do not detract from the Supplier's obligations pursuant to the law or the Agreement.

10.7 During the warranty period, the Supplier will remedy defects in the Products at no cost, including the replacement of parts if necessary. Parts that need to be replaced will only be replaced with parts that are at least equivalent in a functional, qualitative and technical sense. This paragraph does not apply to disposable articles (for example, toner) which need to be replaced regularly.

10.8 Unless otherwise agreed, the Supplier will start to repair any defects in the Products as soon as possible after it has been informed of them by the Customer. If it is foreseeable that the repair cannot take place within the term set by the Customer, the Supplier will, at the Customer's request, make similar Products available to the Customer until the defects have been repaired.

10.9 If Work that has been delivered is repaired, altered or replaced on the grounds of a warranty, then after the repair, alteration or replacement, a new full warranty period will commence for the part of the Work that was repaired, altered or replaced.

10.10 In urgent situations or if the Supplier does not comply with its warranty obligations despite a written demand to that effect, the Customer is entitled to carry out its own (provisional) repairs,

or have them carried out, at the Supplier's expense, without this detracting from the Supplier's warranty obligations.

11 Liability

- 11.1 If the Supplier fails to comply with one or more of its obligations under this Agreement, the Customer will declare it to be in default, unless compliance with the obligations concerned has already become permanently impossible or a strict deadline is involved, in which case the Supplier is immediately in default. The notice of default will be given in writing and the Supplier will be given a reasonable period within which to comply with its obligations. This period is a final deadline.
- 11.2 If the Supplier fails attributable to comply with its obligation(s), the Supplier is liable to compensate the Customer for any damage sustained or to be sustained by the Customer. To the extent allowed by law, the Supplier will not be liable to the Customer for indirect damage. Indirect damage refers exclusively to consequential damage, including loss of sales, loss of profits and reputational damage.
- 11.3 Solely if the parties have a written agreement as to the amount of the insurance stated in **Article 12 (Insurance)** is the liability for damage per event or concurrent series of events (concurrence) limited to that amount. In evidence of said agreement, a copy of the insurance policy must be appended to the Agreement as an appendix.
- 11.4 The limitation of liability in this **Article 11** will cease to apply:
- a) if the liability for damage results from death or personal injury;
 - b) if the liability for damage results from intent or deliberate recklessness on the part of line managers and/or employees or third parties that have been engaged;
 - c) if the liability for damage results from infringement of any property right, intellectual or otherwise;
 - d) if the Supplier no longer complies with one of more conditions stated in **Article 12 (Insurance)**.
- 11.5 Except in cases of damage caused by intent or gross negligence on the part of the Customer, the Customer is not liable for any damage caused to the Supplier, its personnel or a third party involved by the Supplier in the Agreement. The Supplier will indemnify the Customer against all claims of third parties that are directly or indirectly related to the Products or their use and/or the performance of the Agreement, and the Supplier will compensate the Customer for all damage sustained by the Customer as a result of such claims, unless the damage was caused by intent or gross negligence on the part of the Customer.

12 Insurance

- 12.1 The Supplier has taken out adequate insurance cover and will retain adequate insurance cover for the risk of liability in the form of at least a corporate liability insurance policy and, if applicable, professional indemnity insurance. Immediately on the Customer's request, the Supplier will submit certificates of insurance in evidence of this insurance and the insured amount(s). On request, the Supplier will submit proofs of premium payments to the Customer and inform it of any previous claims under the policy/policies in the current insurance year.
- 12.2 The Supplier undertakes to transfer to the Customer, immediately upon its request, all claims for payment of insurance proceeds as soon as it is reasonably expected that the consultations between the Supplier and the Customer in relation to a claim for liability will no longer lead to an amicable settlement of the dispute. The Supplier undertakes to notify the insurer referred to herein of this transfer of claim without prejudice to the Customer's entitlement to notify this insurer itself. Insurance proceeds paid by the insurance company directly to the Customer will be deducted from the compensation to be paid by the Supplier to the Customer for the insured incident.

13 Force majeure

- 13.1 If, during a period of more than thirty days, one of the parties is unable to comply with its obligations, or fails to comply with its obligations under the Agreement due to force majeure (non-attributable failure), the other party is entitled to terminate the Agreement with immediate

effect (in full or in part) extrajudicially by means of registered letter without this leading to any entitlement to compensation.

- 13.2 Force majeure in any case does not include: lack of personnel, strikes, sickness of personnel, late delivery or unsuitability of materials and/or Products, attributable failure of third parties engaged by the Supplier and/or liquidity or solvency problems on the part of the Supplier.

14 Supervision

- 14.1 If, under the applicable regulatory legislation, the Customer is obliged to furnish information, then at the Customer's request, the Supplier will provide written information as soon as possible but at the latest within a period to be determined by the Customer. The Supplier will submit details immediately upon the request of a regulator or a person designated by it.
- 14.2 The Customer will inform the Supplier as soon as possible of a recommendation and/or instruction issued by a regulator to the Customer that is directly or indirectly related to the Agreement or the performance of it.
- 14.3 If the recommendation and/or instruction states that the Agreement is not compliant with the applicable regulatory legislation or must be terminated, the parties will use their best efforts to amend the Agreement such that the corrected Agreement can be continued without infringing any recommendation and/or instruction(s) and obligations that the Customer must follow or has, under the applicable regulatory legislation. If the Agreement must be terminated, the parties agree, now for then, to terminate the Agreement in full or in part on the date required by the regulator. The Customer will confirm the termination of the Agreement to the Supplier in writing and to the extent permitted, will furnish proof of the recommendation and/or instruction issued by the regulator concerned.
- 14.4 Following a recommendation and/or instruction does not give rise to the Customer or the regulator being liable to pay any form of compensation or being liable for any other legal obligation.
- 14.5 Pursuant to the applicable regulatory legislation, a regulator is at all times authorised to obtain information from the Supplier, or from its auditor, in relation to the Work delivered in the context of the Agreement and if required, to conduct investigations, or have them conducted, at the Supplier's location. The Supplier is obliged to lend its full cooperation and to give access to a regulator and/or a third party engaged by the regulator. Lending cooperation includes but is not limited to answering questions, allowing inspection of and/or furnishing business details and documents at the Supplier's location or at that of its suppliers. The reasonable costs this entails are for the Customer's expense. Should it appear, however, that the Supplier has not complied in full with its obligations arising from the Agreement, the full costs of the investigation will be for the Supplier's expense.
- 14.6 If and to the extent that there is critical or important outsourcing of Work by the Customer to the Supplier, the parties will in that regard comply with the obligations pursuant to the regulatory legislation, guidelines, instructions of one or more regulators and policies of the Customer. If a regulator finds it necessary, the Supplier will cooperate with the regulator with regard to the Work. If a regulator so requires, the Supplier will follow the instructions of the Customer in relation to the outsourced Work.
- 14.7 If a regulator approaches the Supplier directly in connection with a regulatory task, the Supplier will immediately inform the Customer of this in writing.
- 14.8 The Supplier guarantees that it will lend the Customer its full and unconditional cooperation so as to enable the Customer to comply with its obligations pursuant to the applicable regulatory legislation in accordance with the provisions in this **Article 14**.

15 Audits

- 15.1 The Customer is authorised to have an audit of the Supplier conducted by a qualified internal or external auditor in relation to compliance with the Agreement. The regulator is authorised to conduct an audit of the Supplier in relation to compliance with the Agreement.
- 15.2 The Supplier will lend its full cooperation to these audits. This is deemed to include allowing inspection of and providing information about the Work as well as giving access to the places where the Work is carried out. The Customer will not be given access to price arrangements

between the Supplier and its suppliers, unless a regulator of the Customer gives specific instructions to do so.

- 15.3 If the audit is conducted on behalf of the Customer, the audit will be announced in writing in good time and will be conducted in a way that obstructs the Supplier's business operations as little as possible.
- 15.4 The reasonable costs for the engagement of auditors of the Customer and/or of a regulator as referred to in this **Article 15** are for the Customer's expense. The Supplier is responsible for its own costs in this regard.

16 Confidentiality, security and privacy

- 16.1 Save for an obligation to that effect under these General Procurement Conditions or the Agreement or with prior written permission, the parties are obliged to observe the confidentiality of all information, in any form whatsoever, in relation to the Agreement, unless this information was already demonstrably known prior to the formation of the Agreement and the negotiations in that regard.
- 16.2 This obligation of confidentiality will also continue to rest on the parties after termination of the Agreement, except to the extent that it concerns information that has already become publicly known and thus in any case did not become known as a result of a breach of the obligation of confidentiality as stated in this **Article 16.1**.
- 16.3 With regard to all information, each of the parties commits itself:
- a) to take, maintain and if necessary adjust suitable technical and organisational measures to protect all information against damage, destruction, either by accident or unlawfully, against loss and accidental loss, falsification, non-permitted dissemination or access, unauthorised alteration and/or taking cognisance thereof or any other form of unlawful processing;
 - b) not to use the information for any purpose other than in the context of performing the Agreement and only to disclose this information to its directors and/or its employees to the extent that it is strictly necessary in connection with its performance of the Agreement;
 - c) not to keep the information in its possession any longer than is reasonably necessary to carry out the Work and to make all information, including any copies made, available to the other party within thirty days after termination of the Agreement, or to destroy it after having obtained the other party's written permission to do so;
 - d) to have the obligations agreed under the Agreement carried out solely by reliable persons;
 - e) to lend its cooperation to the monitoring by or on behalf of the other party of storage and use of all information originating from the other party.
- 16.4 The Customer will impose on its Personnel and the Supplier will impose on its Personnel and on third parties engaged by the Customer and the Supplier the same confidentiality obligation, and guarantee that they will comply with this confidentiality obligation.
- 16.5 The parties may only disclose the confidential information as referred to in **Article 16.1** to the extent that they are obliged to do so pursuant to the law (including but not limited to the regulations of any stock exchange). Before making such a disclosure, the one party will inform the other party of this in writing and in advance.
- 16.6 In the event of breach of the provisions of this **Article 16**, the negligent party will incur an immediately due and payable penalty to the other party of €20,000 (twenty thousand Euros) per event. The obligation to pay a penalty under the Agreement does not detract from the other rights of the other party, including the right to claim, in addition to the penalty, supplementary and alternative compensation and/or compliance. The penalty will be deducted from the negligent party's liability for compensation.
- 16.7 The parties guarantee that all statutory regulations concerning the data to be processed, in particular the regulations under or pursuant to the Dutch Personal Data Protection Act, are and will continue to be strictly observed.
- 16.8 If, in the context of the Agreement, the Supplier acts as a processor within the meaning of the Dutch Personal Data Protection Act, the parties will conclude a processor's agreement.

17 Intellectual property rights

- 17.1 Unless otherwise agreed in the Agreement, all intellectual property rights – including but not limited to all copyrights and patent rights – to Products or Services or results of Services

- developed, designed and/or implemented specifically for the Customer (for example, new products, product designs or marketing campaigns) accrue to the Customer. All intellectual property rights developed, designed and/or implemented by the Supplier before concluding the Agreement and which are thus part of its general range will not be transferred to the Customer and will remain the property of the Supplier.
- 17.2 To the extent that the Customer does not obtain the intellectual property rights to the results of the Work, the Customer is and remains – even after termination of the Agreement – authorised to continue to use the aforementioned results on the basis of a tacit, perpetual, worldwide, irrevocable, freely transferable, royalty-free licence.
- 17.3 The Supplier hereby declares that it is authorised to make the transfer as referred to in this **Article 17** and that, if applicable, it has obtained the transfer of all intellectual property rights from the Personnel of the Supplier and from third parties engaged by the Supplier or from their personnel, such that the Supplier can transfer the aforementioned rights in the manner and to the extent determined in this **Article 17**.
- 17.4 To the extent possible, the Supplier transfers to the Customer the rights to be transferred in conformity with **Article 17.1**. To the extent that a further deed may be required for the transfer of such rights, the Supplier irrevocably authorises the Customer, now for then, to draw up such a deed and to sign it on the Supplier's behalf, without prejudice to the Supplier's obligation to cooperate in the transfer of such rights immediately upon the Customer's request. Any costs involved in the creation of certain intellectual property rights (for example, patents) will be for the Customer's expense. The Supplier hereby irrevocably authorises the Customer to have the transfer of the intellectual property rights entered in the relevant registers.
- 17.5 The Supplier relinquishes to the Customer any personality rights accruing to it that arose in connection with and resulted from the Work, to the extent to which the applicable legislation allows such relinquishment.
- 17.6 The Supplier indemnifies the Customer against all costs, damage and claims of third parties in relation to infringement of intellectual property rights of third parties as a result of or in connection with the Agreement, as well as against claims relating to infringement of rights to know-how and unauthorised competition.
- 17.7 If an Agreement is terminated, the Customer is authorised to claim surrender of the results developed and still being developed by the Supplier in connection with the Work for the Customer. To the extent that the Customer does not require surrender, as soon as possible after termination of the Agreement the Supplier will destroy all copies, electronic and otherwise, it has of results developed and still being developed for the Customer in connection with the Work.
- 18 Commercial communications**
- 18.1 Without the Customer's written permission, the Supplier is not allowed to make use of trade name(s) and/or trade mark(s) of the Customer for commercial purposes, including on social media. The Customer may attach further conditions to its permission. If the Customer has given its permission in writing, this permission expires in any event by operation of law and with immediate effect if the Agreement is terminated for any reason whatsoever. If the Customer has made information and/or materials available to the Supplier in this context, the Supplier will return the information and/or materials to the Customer within thirty days after termination or after withdrawal of the permission.
- 19 Termination and continuity**
- 19.1 If the Agreement has been concluded for a definite period, then this Agreement will end by operation of the law after the definite period, without the parties being required to give notice of termination of the Agreement, save to the extent that this Agreement is renewed by the parties in writing.
- 19.2 If the Agreement has been concluded for an indefinite period, it may be terminated by either party by giving written notice of termination, stating the reasons for this, after proper business-like consultations. If the parties have not agreed an explicit notice period, then a notice period of three months must be observed at the time of termination, on the proviso that if outsourcing of critical or important Work is involved, the notice period for the Supplier will never be shorter

than the period that will reasonably enable the Customer to find an alternative solution for the Work.

- 19.3 If critical or important Work has been outsourced, after termination of the Agreement, the Supplier will lend its full cooperation to the transfer of the Work to the Customer or to a third party to be designated by the Customer so that the Customer or the third party designated by the Customer can take the Work in hand itself, and the continuity and quality of the Work will continue to be guaranteed.
- 19.4 If critical or important Work has been outsourced, as soon as possible after signing the Agreement and at the latest after a request to this end from the Customer, the parties will draw up an exit plan which will contain, at least, a description of whatever is necessary to transfer the Work to the Customer or to a third party, including a contingency plan for this purpose. The exit plan will be assessed by the parties each year and adjusted to the extent necessary.

20 Negligence and termination

- 20.1 Without prejudice to the other provisions of these General Procurement Conditions and the law, if one of the parties fails to comply with one or more of its obligations, the other party may declare it to be in default in that regard, unless compliance with the obligations concerned is already permanently impossible, in which case the negligent party is immediately in default.
- 20.2 The notice of default will be issued in writing, whereby the negligent party will be given a reasonable term within which to comply with its obligations. This term is a final deadline.
- 20.3 The Customer's obligation to complain as provided in Section 6:89 DCC and Section 7:23 DCC is excluded. Even if it is informed after a longer period of time by the Customer of a defect in its performance, at such time the Supplier must, at the Customer's discretion, carry out the performance properly, replace it, repair it or return the payment received for the performance in full or in part, in the absence of which the Supplier is liable with due regard to the provisions of **Article 11 (Liability)**.
- 20.4 Each of the parties is entitled to terminate the Agreement by registered letter, extrajudicially (in full or in part, whether for the future or not) if the other party, even after receiving a written notice stating a reasonable term for compliance, remains in default of its obligations under the Agreement.
- 20.5 In a situation in which, pursuant to the law, no notice of default is required for there to be a default by the party that is in breach, the other party, in derogation from **Article 20.1**, is not required to give the party in breach such notice of default.

21 Early termination

- 21.1 Without prejudice to the provisions elsewhere in these General Procurement Conditions or in the Agreement, the Customer is entitled, without any reminder or notice of default being required and without the Customer owing any reimbursement of costs or damage, to terminate the Agreement early (in full or in part) extrajudicially with immediate effect by registered letter if:
- a) the Supplier fails attributable to comply with its obligations in **Articles 8 (Personnel), 9 (Subcontracting and/or engaging third parties), 14 (Supervision) and 15 (Audits)**;
 - b) the Supplier applies for a provisional or definitive moratorium or is granted a provisional or definitive moratorium, petitions for its liquidation or is declared to be a state of liquidation, or concludes a private voluntary composition in this context;
 - c) the Supplier's business is wound up or dissolved;
 - d) the Supplier discontinues its present business;
 - e) attachment is levied on a considerable portion of the Supplier's assets;
 - f) the Supplier, whether at its own initiative or otherwise, changes the control of its business or causes it to be changed, which change is in any case deemed to have taken place if a third party ultimately acquires, directly or indirectly, at least 50% of the beneficial ownership and/or the voting rights over the Supplier or if the natural or legal person who, when the Agreement is concluded, directly or indirectly, is the ultimate holder of at least 50% of the beneficial ownership and/or has voting rights over the Supplier, no longer ultimately holds, directly or indirectly, at least 50% of the beneficial ownership and/or no longer has voting rights over the Supplier;

- g) the Supplier makes promises or gives gifts or provides services to the Personnel of the Customer – whether in the private sphere or otherwise – with the apparent intention of inducing them to do something or to omit to do something, contrary to their duty;
- h) the Supplier damages the Customer’s reputation and this discredits, or will discredit, the Customer.
- 21.2 In each of the cases listed in this **Article 21** all claims of the Customer against the Supplier become immediately due and payable in full. The provisions of **Article 21** do not alter the Customer's other rights pursuant to these General Procurement Conditions, the Agreement or the law.
- 22** ***Transfer of rights and/or obligations***
- 22.1 The parties are not authorised to transfer the rights and obligations arising from the Agreement to a third party without written permission. Such permission will not be refused or delayed on unreasonable grounds. Further conditions may be attached to this permission. Third parties do not include an existing or future legal entity that belongs to the same group of companies now or in the future, within the meaning of Section 2:24b DCC.
- 23** ***Access to each other's buildings***
- 23.1 The Customer undertakes to give on-site access to the Personnel of the Supplier, and the Supplier undertakes to give on-site access to the Personnel of the Customer, and/or personnel of a regulator or a third party to be designated by a regulator, including an auditor, in the interests of carrying out the Work arising from the Agreement.
- 23.2 The work done by personnel of one party must be carried out under the usual working conditions of the other party, this without prejudice to **Article 16 (Confidentiality, security and privacy)**. The security procedures and company rules used by the latter party will be observed when carrying out the Work.
- 24** ***Applicable law and dispute settlement***
- 24.1 All Agreements between the Customer and the Supplier as well as their formation are subject to Dutch law.
- 24.2 Any disputes that may arise between the Customer and the Supplier in relation to an Agreement that has been or will be concluded by the Customer with the Supplier, or in relation to further agreements that may result from it, will only be submitted to the competent court in the district of Amsterdam.
- 25** ***Corporate social responsibility***
- 25.1 Given the Customer’s concern for treating people and the world in a responsible manner, the Customer supports the United Nations Sustainable Development Goals. The Supplier declares that it will endorse these United Nations Sustainable Development Goals and will actively contribute towards them. The Supplier will minimise its ‘footprint’ (including, for example, minimising CO2 emissions, the use of paper, energy consumption and waste) or endeavour to do so, and it will purchase production materials from responsible cyclical sources as much as possible or endeavour to do so. In addition, with regard to its employment practices, the Supplier declares that it will treat its Personnel in a responsible manner, for instance in respect of gender equality, good working conditions, permanent employability and that it will not exploit its Personnel. The Supplier will provide the Customer with information on the methods used and the progress made by means of the reports referred to in **Article 7 (Provision of Information and Reporting)**.
- 26** ***Miscellaneous***
- 26.1 The right to demand performance will not be affected if a party fails to exercise this right within a term stated in the Agreement, unless that party has explicitly agreed to the non-performance in writing.
- 26.2 Obligations under these General Procurement Conditions and/or an Agreement that by their nature are intended to continue after termination of the Agreement will continue to exist after

- the Agreement is terminated. These obligations include: provisions on warranties, liability, intellectual property rights, confidentiality, dispute settlement and applicable law.
- 26.3 Amendments to the Agreement and derogations from these General Procurement Conditions are only valid if they are agreed explicitly, specifically and in writing.
- 26.4 Notifications by the parties to one another under the Agreement will be given in writing, which is deemed to include by email. Communications, undertakings or arrangements made verbally have no legal effect.
- 26.5 In the event of inconsistencies, the provisions in these General Procurement Conditions take precedence over provisions in the Agreement, except to the extent that the parties have derogated therefrom explicitly and in writing in the Agreement, with a reference to these General Procurement Conditions.
- 26.6 If one or more provisions in these General Procurement Conditions and/or the Agreement are void or voidable, this does not affect the validity of the other provisions. If a provision in these General Procurement Conditions and/or the Agreement is void or voidable, the parties will negotiate in good faith and attempt to reach agreement on a workable alternative provision to replace the provision deemed to be void or voidable.

CHAPTER 2 PRODUCTS

27 Delivery and transfer of title

- 27.1 The Products will be delivered by the Supplier at its expense and risk to the place(s), at the time and in the manner determined in the Agreement or as agreed later in writing. Delivery of the Products will always be accompanied by a specification, which must show that the delivery corresponds to what was agreed in this regard.
- 27.2 Delivery periods are deemed to commence on formation of the Agreement. If the Supplier and the Customer agree strict deadlines in the Agreement, the Supplier will immediately be in default solely by exceeding those strict deadlines.
- 27.3 The Supplier is responsible for a sound way (if applicable under statutory regulations and/or regulations applying in the Supplier's sector) of packing, transport, unpacking and security, so that the Products, when transported normally, reach their destination in good condition.
- 27.4 The price of the Work includes the costs of the resources required by the Supplier that have been developed, manufactured or purchased for the purpose of the Agreement and for the Customer, and/or have been made available by the Customer.
- 27.5 Title to the Products and thus the risk of loss of or damage to the Products passes to the Customer when the Supplier has actually placed the Products at the Customer's disposal in the agreed place, the Customer has accepted the Products and has signed the proof of delivery. If the Supplier purchases Products on the instructions of and on behalf of the Customer and retains these Products for the Customer, so that the Customer may call for delivery of these Products at a time to be determined by it, or they may be used by the Supplier for the performance to be delivered to the Customer, title to these Products passes to the Customer when the Customer has paid the Supplier for the Products. The Supplier must apply clearly recognisable markings on the Products showing that the Products are the property of the Customer. The risk of loss or damage is transferred from the Supplier to the Customer when the Supplier has actually placed the Products at the Customer's disposal in the agreed place, the Customer has accepted the Products and has signed the proof of delivery.
- 27.6 After delivery of the Products, the Supplier is obliged to take back packaging material immediately at its own expense or to take it back when called upon to do so by the Customer, unless the Customer wishes to acquire ownership of the packaging material.

28 Documentation

- 28.1 The Supplier will provide the Customer with a sufficient number of hard or digital copies of documentation, in Dutch or English, on the characteristics and possibilities for use of the Products. The documentation will be delivered at the same time as the Products. The documentation must be written in a way that:
- a) gives a correct, complete and detailed description of the Products to be delivered by the Supplier and their functions;

- b) users can make use, in a simple way, of all the possibilities offered by the Products; and so that
- c) maintenance of the Products can also be carried out by third parties.
- 28.2 The Supplier will ensure that the documentation it supplies is replaced or altered as soon as possible, at its own expense, if at any time during the use of the Products by the Customer it appears that the documentation was incorrect, incomplete or obsolete at the time the Products were accepted.
- 28.3 The Customer is entitled to reproduce and to alter the documentation for use in its own organisation at no charge, provided it does not alter the indications of copyright shown on the original copies or the additions to those indications as required by the Supplier.
- 29 Training**
- 29.1 The Supplier will familiarise the Customer and its Personnel with the use of the Products. The training will be given by experts who are competent to do so and suited to this and to the extent possible by experts who are or were involved in the Agreement.
- 29.2 The nature, scope, duration and costs of the training as well as the nature of the experts (and their names) will be stated in the Agreement.
- 29.3 For the duration of the Agreement, the Supplier is willing and able to give training to the Personnel of the Customer on the use of the Products, under reasonable conditions and at reasonable rates to be agreed at such time.
- 30 Inspection of Products**
- 30.1 The Customer is at all times entitled, after having informed the Supplier, to assess the design and to inspect the Products, or have them inspected.
- 30.2 The Customer is at all times entitled to check the suitability of the materials and equipment to be used by the Supplier for the Products, without having to inform the Supplier of this in advance.
- 30.3 In this regard, the Supplier will lend the Customer all assistance and provide all information that may reasonably be expected of the Supplier.
- 31 Items of Property made available by the Customer and/or stored with the Supplier**
- 31.1 The Customer remains the sole rightholder to all Items of Property made available by the Customer and stored with the Supplier for the purpose of compliance by the Supplier with the obligations arising from this Agreement. The Supplier guarantees that it will store the Items of Property in such a way that it is at all times established which Items of Property are the property of the Customer. The risk of loss of and/or damage to the Items of Property passes from the Customer to the Supplier when the Items of Property are made available to the Supplier. The Supplier will insure these Items of Property at its own expense.
- 31.2 In the event of loss of the Items of Property, the Supplier is obliged to ensure, at its own expense, that they are immediately replaced or, if replacement is impossible, to reimburse to the Customer the price it paid for the Items, plus any additional costs of the Customer.