

Witte van Moort General Purchase Conditions of September 2023

1. Definitions

Agreement: the Supply Contract, including the Purchase Order(s), Purchase Conditions and appendices, which have been signed by the Supplier and the Buyer;

Buyer: Metaalwaren Fabriek Witte van Moort BV;

Buyer Items: an item of property owned by the Buyer, including raw materials, semifinished products, materials and parts, models, specifications, drawings, manuals, samples, hardware, software, data and information carriers, which are provided to the Supplier by or on behalf of the Buyer for the purpose of the performance of the Agreement;

Buyer Information: information or data owned by the Buyer and customers of the Buyer, which are disclosed to the Supplier by or on behalf of the Buyer for the purpose of the performance of the Agreement;

Data Subject: an identified or identifiable natural person who can be identified directly or indirectly, in particular on the basis of an identification number or one or more factors that are specific to his physical, physiological, mental, economic, cultural or social identity;

Delivery: the completion and transfer of the Supply;

Party: the Supplier or the Buyer;

Parties: the Supplier and the Buyer jointly;

Personal Data: information concerning a Data Subject;

Purchase Conditions: these Witte van Moort General Purchase Conditions of September 2023, as changed on a regular basis;

Purchase Order: every individual written or electronic request, work statement or order form from the Buyer for the purpose of ordering the Supply on the basis of the Agreement;

Restricted Jurisdiction: countries or states subject to comprehensive trade sanctions or embargos, which may be changed from time to time by the government authorities concerned;

Restricted Party: i) every natural or legal person that comes under national, regional or multilateral trade or economic sanctions on the basis of applicable legislation; ii) every natural or legal person included in the sanctions lists of the United Nations, the European Union (EU) or the Consolidated Lists of a Member State of the EU, the US Department of the Treasury Office or Foreign Assets Control Lists, non-proliferation sanctions lists of the US State Department or the List of Denied Persons of the US Department of Commerce, which apply from time to time;

Supplier: the entity that has agreed to deliver the Supply to the Buyer on the basis of the conditions of this Agreement;

Supplier Information: information or data that are owned by the Supplier or licensed to the Supplier with the right to grant sublicenses to third parties and that are realised independently of the performance of the Supply, as can be demonstrated sufficiently by the Supplier, of which the services or the Work are derived or that are otherwise required for the effective performance of the Supply on the basis of the Agreement;

Supply: the goods to be delivered, including products, hardware, software etc., the services to be provided and/or the Work to be realised, as specified in the Agreement and/or the Purchase Order in question;

2. Applicability and deviations

2.1 The applicability of the general terms and conditions applied by the Supplier is hereby expressly rejected.

2.2 Deviations from the Purchase Conditions are only valid if they have been agreed in writing.

2.3 The Buyer may adjust and/or change the Purchase Conditions at any time and it will inform the Supplier of such changes within a reasonable period.

2.4 Occasional deviations from the Purchase Conditions never give the Supplier the right to invoke such previous deviations in the future in comparable situations.

2.5 Unless expressly indicated otherwise in the Agreement, the Parties do not grant exclusivity or any guarantee with respect to a minimum as regards volume or orders.

2.6 Unless expressly agreed otherwise, these General Purchase Conditions apply to all legal relationships between the Parties.

3. Agreement

3.1 All offers made by the Supplier are irrevocable and apply for a period of 60 (sixty) calendar days, unless agreed otherwise.

3.2 The Buyer has the right to terminate negotiations each time without stating reasons and without any obligation to pay compensation. Purchase Orders placed by the Buyer can be withdrawn for as long as no agreement was concluded on the basis of that Purchase Order.

3.3 Agreements or changes thereto are only concluded between the Buyer and the Supplier at the moment that:

- the Buyer has accepted an offer from the Supplier in writing and has confirmed it by means of a Purchase Order;
- the Supplier has signed a Purchase Order and has returned it to the Buyer;
- the Supplier has commenced performance of the Supply in accordance with the Buyer's Purchase Order.

3.4 If and insofar as the Supplier sends the Buyer an order confirmation that deviates from the original Purchase Order, the Buyer will only be bound by it after it has accepted it expressly and in writing including the deviation in question. Acceptance of the Supply and/or payments made to the Supplier do not mean that the Buyer has accepted a deviating order confirmation.

3.5 All Purchaser Orders of the Buyer issued to the Supplier are subject to the Agreement between the Parties. If the Buyer and the Supplier agree provisions in the Agreement or the Purchase Order that deviate from provisions in these Purchase Conditions, the specific provisions of the Agreement or the Purchase Order will prevail in the following order: 1) Purchase Order; 2) Agreement; 3) Purchase Conditions.

3.6 If the Buyer refers in the Agreement or in the appendices to technical, safety, quality, environmental or other regulations not attached in an appendix to the Agreement, the Supplier will nevertheless be deemed to be familiar with these, unless the Supplier informs the Buyer of the contrary immediately and in writing, where after the Buyer will inform the Supplier of these regulations.

3.7 In case drawings, specifications, directions, inspection regulations etc. made available or approved by the Buyer are used in the performance of the Agreement, these will form an integral part of the Agreement.

4. Delivery

4.1 All Deliveries must take place at the agreed moment or within the agreed time schedule and for the agreed price. If and insofar as the Supply consists of goods, Delivery will take place Carriage Paid including duties (DDP, Incoterms 2020) at the address and time indicated by the Buyer.

4.2 All agreed delivery times and other moments agreed between the Buyer and the Supplier are considered to be strict deadlines. The mere exceeding of an agreed term means that the Supplier is in default with immediate effect, without such requiring a further notice of default.

4.3 In the event a penalty is imposed in connection with late or defective Delivery, such a penalty will never substitute any right to compensation on the part of the Buyer and the Buyer will remain fully entitled to claim specific performance, suspension and/or dissolution of the Agreement in question in addition to this penalty.

4.4 If it is impossible or the risk exists that it will be impossible for the Supplier to comply with its obligations in time, it will be obliged to notify the Buyer thereof immediately.

4.5 The Buyer will not accept partial Deliveries, unless this has been agreed in writing with the Supplier and without additional cost for the Buyer.

4.6 The Buyer will not accept Deliveries made early, unless this takes place with its prior, written approval.

4.7 In the event the Buyer is unable to accept the Supply or cooperate in the Delivery as a result of force majeure, including any failure on the part of its purchasers, postponement of delivery to its purchasers and/or non-performance or cancellation of orders by its purchasers, the Supplier will be obliged to postpone the Delivery at the Buyer's request, without additional costs for the Buyer, for a reasonable period to be determined by the Buyer, and, if and insofar as the Supply consists of goods, keep these properly packed, identifiable and separately stored and safe and insured.

4.8 If an acceptance test was agreed, receipt of the confirmation sent by the Buyer to the Supplier as referred to in article 10.7 of these Purchase Conditions will apply as the moment of Delivery.

5. Supply

5.1 The Supplier cannot alter the Supply unless this has been approved in advance and in writing by the Buyer and the alterations do not result in a disadvantage for the Buyer. An alteration as referred to above will never result in a higher price than the original price of the Supply. If and insofar as the Supply consists of goods and the Buyer has agreed to the use of replacement goods, the price of the Supply will be reduced reasonably in order to be in accordance with the use of those replacement goods.

5.2 At the request of the Buyer, the Supplier will be obliged to provide without delay and free of charge the technical support required for the use and/or commissioning of the Supply or have it provided by a third party.

5.3 The Supplier is required to keep the Buyer informed free of charge of all new developments related to the Supply, including but not limited to technical developments and environmental aspects.

5.4 The Supplier is required to comply with possible special requirements set by the Buyer in connection with the Supply, including but not limited to packaging materials, transport protection and/or safety requirements. The Buyer is not required to accept the Supply if these special requirements are not satisfied during the Supply.

5.5 The Supplier commits that at the request of the Buyer it will take back the packaging material used by it for its own account and risk. The Buyer also has the right to return this material to the Supplier for its account. Any loaned packaging made available by the Buyer will be returned to the Buyer by the Supplier with due care and insured and free of charge if so requested.

5.6 The Supplier ensures that the services are provided in accordance with the agreed service level measured on the basis of the regular performance indicators. This service level is determined in the Agreement. If the Parties did not include the service level, the Supplier will comply at least with the generally-accepted industry standard. Failure to comply with the required service level may result in a penalty in accordance with the provisions of article 4.3 and in such cases the Supplier will be obliged to initiate structural improvements and solutions in order to prevent future failures.

6. Transfer of title and risk

6.1 If and insofar as the Supply consists of goods, ownership of the Supply will pass to the Buyer at the moment the risk passes to the Buyer in accordance with the Incoterms referred to in article 4.1 of these Purchase Conditions. If the Buyer has already made payments to the Supplier prior to the Delivery of goods, ownership of the Supply will pass to the Buyer at the moment of payment up to the amount paid. However, the risk never passes (including in part) to the Buyer before the moment determined in the aforementioned Incoterms.

6.2 If the Supplier agrees to install or assemble the Supply, the Supplier will bear the risk until the Buyer commissions the installed/assembled Supply, such subject to the Buyer's acceptance and written confirmation in accordance with article 10.7 of these Purchase Conditions.

6.3 In case the Buyer provides Items of the Buyer to the Supplier for the performance of the Agreement, these Items will remain the Buyer's property, including its intellectual/industrial property rights. The Supplier will keep these Items of the Buyer in its possession, separately and clearly indicated as the Buyer's property, as borrower and store these Items of the Buyer in sound and safe circumstances and bear the risk of the loss and/or destruction of these Items of the Buyer. In case of a possible suspension of payment or bankruptcy on the part of the Supplier, the Supplier will inform the Buyer thereof immediately and afford the Buyer sufficient time to collect the Buyer's Items. The Supplier is obliged to insure the Buyer's Items for as long as the Supplier borrows these Items owned by the Buyer. The Supplier will use these Items of the Buyer or have them used exclusively for performance of the Agreement and return these Items of the Buyer to the Buyer immediately and for its own account as soon as the Agreement has been performed, is dissolved or otherwise ends or when it is established that no Agreement was concluded.

6.4 If and insofar as the Supplier forms a new good using one or more Items of the Buyer, this new good will be deemed to have been created by the Buyer itself. The Supplier will keep this new good in its possession on behalf of the Buyer (the owner) and, if so requested, provide an ownership declaration to the Buyer.

7. Prices, invoicing and payment

7.1 The prices are exclusive of VAT and fixed for the duration of the Agreement unless the Parties have agreed a different term of validity.

7.2 Additional costs not expressly accepted in writing in advance by the Buyer do not qualify for payment.

7.3 The Supplier will send the invoice, including only the approved items, to the Buyer within 60 (sixty) calendar days after receipt of the Buyer's approval. Once this period has ended, the Supplier will no longer be entitled to any payment and the Buyer will have the right to decide to pay as it sees fit.

7.4 The Buyer will pay within 30 (thirty) calendar days after the actual invoice date. The Buyer is allowed to apply a 2% deduction to the gross amount if the Buyer pays within 14 (fourteen) calendar days after the actual invoice date.

7.5 Payment by the Buyer does not constitute any acknowledgement that the Supply complies with the Agreement.

7.6 The Buyer has the right to set off monetary claims of the Supplier against the Buyer against the Buyer's claims against the Supplier.

7.7 The Supplier is obliged to give the Buyer written notice of default if the Buyer fails to comply with its obligations in time. If the Buyer owes interest in connection with a failure to comply with its obligations, this interest will be equal to the refinancing rate of the European Central Bank (ECB).

7.8 A failure on the part of the Buyer to comply with its obligations in time does not release the Supplier from its Delivery Obligations towards the Buyer.

7.9 The Supplier accepts full liability for payment of all social security charges, contributions and taxes that may be imposed at any time in connection with the Supplier's personnel who are engaged for a Supply by the Supplier.

8. Obligations of the Supplier

8.1 The Supplier is obliged to assure itself each time of the purpose of the Supply and the circumstances in which the Delivery is to take place.

8.2 The Supplier acknowledges the Buyer's objectives as regards the Supply and it will support them actively:

- Continuous cost control and cost savings;
- Continuous improvement of the Supply and the Delivery (performance, value, risk, safety, quality and technological innovation);
- The required flexibility for optimal facilitation of the activities of the Buyer;

8.3 Unburdened Buyer by managing the Delivery of Supply using Supplier's expertise, experience and knowledge.

8.3 The Supplier guarantees that:

- the Supply is fully suitable for the proposed use in accordance with its nature and/or the Purchase Order;
- the Supply corresponds to the written (functional, technical etc.) requirements set out in the Purchase Order, specifications, drawings, calculations and/or other documents provided by the Buyer to the Supplier, and to the Buyer's other reasonable expectations;

- if and insofar as the Supply consists of the provision of a service, the Supplier will observe the degree of care that may be expected of a good contracting party and it will always provide the services to the best of its abilities, in accordance with all requirements and instructions of the Buyer and report fully on the progress at its own initiatives;
- the Supply is of sound quality and free from defects, design errors, implementing errors and/or defective materials and that new materials are used and that competent personnel are deployed for the purpose of the Supply at all times;
- the Supply includes all relevant components, resources, accessories, tools, spare parts, certificates, declarations, software, licences, assembly instructions, user manuals, specifications, drawings, reports, tax information and other documents, also in case they are not mentioned by name;
- the Supply complies with all applicable legislation and regulations;
- the Supplier never infringes the rights of third parties, including intellectual/industrial property rights, such as but not limited to patent, trademark or design rights or copyrights, confidential information and/or knowhow;
- all subcontractors and/or other Parties used by the Supplier for the purpose of the Supply ("subcontractors") are bound by these Purchase Conditions; and
- the Buyer will be able to purchase or acquire from the Supplier all components for the repair and/or replacement of the Supply or part thereof, as well as any maintenance necessary to keep the Supply in good condition, against prices in line with the market for a period of at least 5 (five) years as from the last date of the Supply on the basis of the Agreement.

9. Warranty period and remedy of defects

9.1 The Buyer is not obliged to inspect the Supply during or after Delivery and it will notify the Supplier in writing of complaints within a reasonable term after discovery of the defect, error or irregularity concerned.

9.2 If and insofar as the Supply consists of the provision of services, the Supplier will be obliged in any event to provide the services concerned again, adjust them or grant a price reduction for its own account, such to be decided by the Buyer, if it becomes clear within 12 (twelve) months after the Delivery that the Supply does not comply with the guarantees based on article 8 of these Purchase Conditions and/or otherwise constitutes a defective performance.

9.3 If and insofar as the Supply consists of goods, defects that are discovered within 24 (twenty-four) months after the Delivery are always covered by the warranty period and the Supplier will be obliged to handle these as follows:

- defects must be remedied as soon as possible and in any event within the reasonable term imposed by the Buyer by means of repair or replacement, which will be decided by the Buyer, in the location indicated by the Buyer;
- if the Supplier fails to comply properly with its obligation to repair or replace within the term set by the Buyer, as well as in urgent cases and if repair and/or replacement is not desirable in the opinion of the Buyer, the Buyer will have the right to perform or have performed all acts that are necessary and such for the account and risk of the Supplier;
- in the event repairs or replacements take place during the warranty period, the warranty period for the repaired or replaced goods and all goods that could not be used as a result of the defect, will start again from the moment the goods are commissioned after the repair or replacement; The ownership of and the risk of the replaced goods will pass to the Supplier as from the moment of replacement and the Supplier will be obliged to collect these goods or have them collected immediately, unless the Buyer indicates that it wishes to keep these goods for investigation;
- the Supplier is aware that the Buyer may deliver and/or resell the Supply to its purchasers all over the world. This further delivery does not exclude complaints by the Buyer on the basis of the warranty or in connection with defects and the Supplier will be obliged to resolve defects in accordance with the provisions of this article 9.3 as well. The Buyer has the right to transfer all or part of its rights on the basis of the warranty to its purchasers.

9.4 The Supplier is obliged to bear all costs that have to be incurred for the remedy of errors, defects and/or irregularities, including but not limited to the costs of materials, loss of data, transport, travel and accommodation, assembly and disassembly and other labour costs.

9.5 None of the provisions of this article 9 releases the Supplier from its statutory liability and the Buyer can always claim alternative compensation.

10. Testing, Inspection and Acceptance Test

10.1 At the initiative of the Buyer, testing and/or inspection of the Supply can be carried out by or on behalf of the Buyer, including but not limited to the quality, performance, continuous improvement of the Supply. The Supplier will record on a regular basis details concerning the specified Key Performance Indicators (KPIs) agreed by both Parties and provide these to the Buyer. Testing and/or inspections are possible at the Supplier prior to the Delivery or at the Buyer or a purchaser of the Buyer after and during the Delivery. In case testing/inspections take place at the Supplier, the Supplier will have the Supply ready for testing/inspection at that moment so that the agreed dates of Delivery can be met.

10.2 The Supplier is required to cooperate in the testing/inspection without additional costs for the Buyer and provide reasonable assistance at the Buyer's request in the form of personnel and materials for the testing/inspection. All costs for or in connection with the testing/inspection, with the exception of the costs of the Buyer's employees or other persons designated by the Buyer as its representatives, are for the account of the Supplier. If the Buyer rejects the Supply during the testing/inspection, the Supplier will be obliged to offer a repaired, replacement or previously lacking Supply for testing/inspection.

10.3 If the Buyer rejects the Supply during the testing/inspection or if the testing/inspection is delayed due to reasons that are not attributable to the Buyer, all additional costs and all costs of follow-up investigations/inspections (this time also including the costs of the Buyer's personnel or other persons designated by the Buyer as its representatives) are for the account of the Supplier.

10.4 If the Buyer rejects the Supply such will never result in postponement of the agreed date of Delivery and the Buyer otherwise retains all of its other rights. A test/inspection of the Supply by or on behalf of the Buyer that has been approved by the Buyer does not constitute acknowledgement that the Supply complies with the guarantees pursuant to article 8 or corresponds to the Agreement concluded between the Buyer and the Supplier.

10.5 The Buyer and the Supplier may agree an acceptance test in order to determine whether the Supply complies fully with the Agreement. Prior to this acceptance test, the Buyer and the Supplier will have to determine jointly which procedure will be applied for the acceptance test and when and how the Supplier will present the Supply to the Buyer for that purpose.

10.6 The Supplier commits that it will deliver the Supply correctly the first time, which means that if the Supplier knows, suspects or can reasonably presume that the Supply will not pass the acceptance test, it will not present the Supply for inspection and the acceptance test will be deemed to have failed.

10.7 If the acceptance test has been completed successfully, the Buyer will send written confirmation thereof to the Supplier, indicating, if applicable, minor defects that do not preclude the commissioning of the Supply. The Supplier will be obliged to remedy these free of charge within five working days after receiving the written confirmation or as otherwise expressly agreed. Receipt by the Supplier of the aforementioned written confirmation applies as the moment of Delivery.

10.8 If the acceptance test has not been completed successfully in whole or in part, the Supplier will adjust the Supply free of charge and within 5 (five) working days after the acceptance test in such a manner that a subsequent acceptance test will be completed successfully. Thereafter, the Supply will be subjected to an acceptance test again in accordance with the provisions of this article. All costs related to this new acceptance test are for the account of the Supplier.

10.9 If an acceptance test is not completed successfully more than 2 (two) times, the Buyer will have the right to suspend or dissolve the Agreement with the Supplier with immediate effect, without being obliged to pay any compensation and/or costs.

11. Audits

11.1 The Buyer has the right at all times to carry out checks, audits and/or other investigations or have these carried out by third parties with respect to the performance of the Supplier on the basis of the Agreement and/or the Supplier's entire business operations, including but not limited to the financial position, accounting information, business processes, safety procedures and security policy. The Buyer may demand in this connection copies of all documents it deems relevant and make copies itself. Notwithstanding article 13 below, essential failures identified by the audit or other investigations at the request of the Buyer result in immediate suspension of the Supply by the Supplier. The Supplier is responsible for submission of a recovery plan that is approved by the Buyer within 5 (five) working days. If the Supplier fails to do so or if the Buyer does not approve the plan, the Buyer will have the right to dissolve the Agreement or Purchase Order, without being obliged to pay compensation.

11.2 The Supplier guarantees that the Buyer is also able to exercise the rights it is able to exercise pursuant to this article towards all parties that are involved in the performance of the Agreement by the Supplier.

12. Intellectual property rights and confidentiality

12.1 All intellectual property and other rights and interests in and to the Supply are vested exclusively in and/or accrue fully to the Buyer and will be transferred by the Supplier to the Buyer immediately after realisation or after creation thereof. The Supplier will issue and perform all instruments, deeds or acts that are required for the creation and allocation of these rights to the Buyer. The Supplier hereby waives irrevocably or will obtain all required waivers for the benefit of the Buyer concerning all moral or other non-transferable rights to the Supply.

12.2 The Supplier hereby grants the Buyer a non-exclusive, royalty-free, perpetual, irrevocable and worldwide licence for the free use, copying, alteration, distribution and commercial operation of any Supply in accordance with this Agreement.

12.3 The Supplier commits that: (a) it will use the Buyer's Information exclusively for the purpose of the Supply; and (b) it will not disclose Information from the Buyer to third parties without the prior, written approval of the Buyer. These provisions will not apply to Buyer Information if the Supplier is able to demonstrate that it was known lawfully or became known without confidentiality or that the Buyer Information was publicly available not as a result of any act or omission on the part of the Supplier. At the request and discretion of the Buyer, the Supplier will destroy or return to the Buyer all documents in the Supplier's possession and that contain Buyer Information.

12.4 The Supplier will impose all obligations arising from this article also on all of its subordinates and non-subordinates that become aware thereof and guarantees that these parties also comply with the obligations referred to above.

12.5 The Buyer acquires the perpetual right of use concerning all operational data and the Supplier's information that was delivered to the Buyer during and prior to the Agreement in which connection the Buyer is obliged to anonymise these data and information if necessary.

13. Failure, suspension and termination

13.1 The Supplier is in default by operation of law if the Supplier fails to comply with its obligations arising from the Agreement. In the above-mentioned case and also in case of a (petition for) bankruptcy, suspension of payment, liquidation or cessation of the operating activities, the withdrawal of relevant permits or licences, the seizure of all or part of the assets or goods intended for the performance of the Agreement and/or the takeover of the Supplier by a third party, the Buyer will have the right without requiring further notice of default to suspend all of its possible obligations towards the Supplier and terminate all or part of the Agreement with immediate effect. In such cases, the Buyer will not be liable to pay any compensation and may fully exercise all rights vested in it pursuant to the law or on the basis of the Agreement.

13.2 If the Buyer considers that there is good reason to fear that the Supplier will not comply with its obligations towards the Buyer properly or in time, the Supplier will be required, at the Buyer's first request, to provide sufficient security for full compliance with all of its obligations immediately and in the form requested by the Buyer, including transfer or assignment of subcontracts between the Supplier and its subcontractors.

13.3 All possible judicial and extrajudicial costs incurred by the Buyer as a result of a failure on the part of the Supplier to comply with its obligations, also expressly including the costs related to sending demand letters, obtaining legal advice, making settlement and other proposals, as well as all (preparatory) acts, are for the Supplier's account and must be paid in full. All claims the Buyer may have or acquire against the Supplier in the cases referred to above, will be immediately due and payable in full.

13.4 In the event the Supplier fails to comply with article 17 of these Purchase Conditions, the Buyer will have the right to terminate the Purchase Order and/or the Agreement with immediate effect.

13.5 The Buyer has the right to terminate the Agreement without stating reasons by means of written notification three months in advance, unless expressly agreed otherwise in the Agreement.

14. Liability, indemnification and force majeure

14.1 If the Supplier attributably fails to comply with its obligations arising from the Agreement, the Supplier will be liable towards the Buyer for compensation of all direct and consequential damage sustained and to be sustained by the Buyer.

14.2 The Supplier indemnifies the Buyer against financial and other consequences of claims of third parties that are connected in any way to the compliance with its obligations arising from the Agreement.

14.3 The Supplier is required to arrange for adequate insurance against all liability arising from its legal relationships with the Buyer or pursuant to the law and it is subject to an obligation to investigate in this regard. Upon the Buyer's first request, the Supplier will be allowed to inspect the insurance policies taken out for this purpose.

14.4 In case of force majeure, the Supplier will have the right to suspend compliance with its obligations arising from the Agreement. If and insofar as there is temporary force majeure and immediately after the circumstance that constitutes force majeure the Supplier has notified the Buyer thereof while stating the cause of the force majeure, the Supplier will have the right to suspend for a reasonable period, which is at most four weeks. If the Supplier is unable to comply with its obligation as yet after expiry of these four weeks, the Buyer will have the right to dissolve the Agreement with immediate effect, without being obliged to compensate damage and/or costs. In case of a permanent situation of force majeure, the Supplier will be obliged to inform the Buyer thereof immediately and the Buyer will have the right to dissolve the Agreement with immediate effect, without being obliged to compensate any damage and/or costs.

14.5 The Supplier cannot invoke strikes, employee lockouts, a lack of employees, illness, failure on the part of suppliers to comply with their obligations, a lack of raw materials, transport problems and/or production interruptions, as situations of force majeure.

15. Non-competing

Supplier shall refrain from making, either directly or via a third party, any quotations and/or contracts with Clients from Buyer (regarding products and services Buyer is offering), unless it has obtained prior written consent of Client.

16. Transfer and Outsourcing

16.1 The Supplier cannot transfer compliance with all or part of the Agreement to third parties, nor can it assign or pledge to third parties claims it has against the Buyer pursuant to the Agreement, without the Buyer's prior, written approval.

16.2 The Supplier will not outsource all or part of its rights and/or obligations on the basis of the Agreement without the prior, written approval of the Buyer, which approval will not be withheld on the basis of unreasonable grounds. Approval of outsourcing does not release the Supplier from its obligations arising from the Agreement. The Supplier remains fully responsible towards the Buyer for the acts and omissions of its subcontractors.

17. Compliance with Legislation and Code of Conduct

17.1 The Supplier acknowledges that it and its subcontractors are familiar and will comply with all applicable legislation and regulations, as amended from time to time, including but not limited to:

- i) all applicable anticorruption and antibribery legislation, including but not limited to the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act of 2010, comprising a prohibition of bribery of and offering unlawful gifts, bribes or other benefits to any government official or any other entity or person;
- ii) all applicable legislation and regulations for the regulation of export and re-export, including but not limited to Council Regulation (EU) No 428/2009; sanctions regulations issued by the Council of the European Union; United States Export Administration Regulations (EAR) managed by the Bureau of Industry and Security, U.S. Department of Commerce, regulations concerning trade and economic sanctions managed by Office of Foreign Assets Control (OFAC), U.S. Department of Treasury, the International Traffic in Arms Regulations (ITAR), the Arms Control Export Act and the United States Munitions List (USML) managed by the Directorate of Defense Trade Controls, Bureau of Political-Military Affairs of the U.S. Department of State and other export authorities as determined in Supplement 3 to Part 730 of the EAR; and
- iii) including all applicable legislation and regulations relating to data protection, including but not limited to the General Data Protection Regulation of the European Union (2016/679).

17.2 The Supplier declares in relation to article 16.1 i) that in connection with this Agreement and related issues:

- i) The Supplier and its subcontractors have not made any payment, gift, promise or provided, offered, allowed or accepted any other benefit, and will not do so, offer, allow or accept, neither directly nor indirectly, if that payment, gift, promise or that other benefit would constitute a facilitating payment or would be contrary to the relevant anticorruption and antibribery legislation;
- ii) The Supplier will inform the Buyer immediately if the Supplier receives or becomes aware of a request if this request is prohibited pursuant to the above article 17.2 i);
- iii) The Supplier will implement adequate internal control and procedures to ensure that the anticorruption and antibribery legislation is complied with, including the possibility of demonstrating compliance by means of an adequate and accurate registration of transactions in its books;
- iv) The Buyer has the right to confirm compliance with the anticorruption and antibribery legislation and maintenance of registers by means of an audit in case of a presumed breach of this legislation;
- v) The Supplier will keep the books and registrations for a period of seven years after termination of the Agreement for the purpose of an audit; and
- vi) The Supplier will indemnify the Buyer against liability arising from the Supplier's breach of anticorruption and antibribery legislation or related obligations in accordance with this article 17.

17.3 In relation to article 17.1 ii) the Supplier will ensure that unless the Buyer's prior, written approval has been obtained:

- i) Staff with access to the Buyer's technical data, information technology resources, including the Buyer's infrastructure, or Work Site, are not Restricted Parties or residents of a Restricted Jurisdiction; and
- ii) The Supplier will not use the services of subcontractors that are Restricted Parties. The Supplier will provide the Buyer within thirty (30) calendar days after issue of this Agreement with an accurate written statement of those goods, services and technologies that require an export licence or another statutory approval and provide accurate information concerning the export classification and licences required to support export documents, including but not limited to (if applicable) the correct Export Control Classification Numbers (ECCN), an indication of the applicability or availability of permit exceptions or exemptions and all relevant technical data, drawings, brochures, technical expertise or other relevant information, which the Buyer deems necessary. The Supplier will obtain the required licences or other required and prescribed approvals.

17.4 The Supplier acknowledges that it and its subcontractors have received, read, assessed, have taken actual knowledge of and accept the principles laid down in the Supplier Code of Conduct Witte van Moort, and that it and its subcontractors will comply with these.

17.5 The Supplier will:

- i) Inform the Buyer immediately if the Supplier becomes aware of a breach or a failure to comply with any applicable legislation and regulations and/or the Supplier Code of Conduct Witte van Moort to this article 17; and
- ii) Defend and indemnify the Buyer his directors, employees and agents against claims, proceedings, legal action, liability, loss, costs, fines and/or damage sustained as a result of a breach or a failure to comply with applicable legislation and regulations and/or inconsistent behaviour on the part of the Supplier and/or subcontractors of the Supplier.

17.6 In relation to article 17.1 iii) the Supplier will:

- i) implement all appropriate security measures to protect personal data against unintentional, unlawful or unauthorised destruction, loss, modification, disclosure or access, including remote access;
- ii) protect personal data against all forms of unlawful processing, including unnecessary collection, transfer or processing, outside of what is strictly necessary for the performance of this Agreement; and
- iii) refrain from processing personal data that were disclosed or rendered accessible by the Buyer, unless the Parties have first concluded a data processing agreement and/or have concluded an agreement between controllers as instructed by the Buyer and based on the Buyer's model contract, unless the Buyer has declared in writing that such an agreement is not necessary.

18. Other provisions

18.1 If and insofar as it is established that any provision or part of any provision of the Purchase Conditions or the Agreement is invalid or void or cannot be invoked for any other reason, the other provisions and/or the remainder will remain fully in effect and the provision in question must be allocated the contents and purport that aligns as much as possible with the original meaning of that provision and it can be invoked as yet.

18.2 The covenants, conditions and provisions laid down in the Agreement, which the Parties intend to continue, including but not limited to articles 6, 7, 8, 9, 12, 13, 14, 17, 19, continue to apply after dissolution and after the Agreement has ended for the benefit of the Party or Parties for whose benefit they were provided. Moreover, expiry or termination of the Agreement does not release or indemnify either of the Parties from any liability or obligation that has arisen at the moment of that expiry or that termination or that continues or arises from that expiry or that termination.

18.3 Any penalties and/or amounts owed by the Supplier to the Buyer never preclude the Buyer's right to claim performance, compensation and/or dissolution.

18.4 The Supplier acts exclusively as independent contracting party and is not the Buyer's agent or partner.

18.5 All notifications, requests, changes and other communication on the part of the Buyer or the Supplier must be made in writing and delivered immediately at the correct addresses indicated in the Agreement.

18.6 The Agreement forms the entire agreement between the Parties and replaces all previous negotiations, declarations or agreements with respect to the same subject, in writing or orally.

19. Choice of law and competent court

19.1 All legal relationships between the Buyer and the Supplier are governed exclusively by Dutch law to the exclusion of the Vienna Sales Convention.

19.2 All disputes or claims that arise from or that are related to this Agreement or any relationship between the Buyer and the Supplier that arises therefrom must be submitted to and settled exclusively by the competent court in Almelo.