

TERMS AND CONDITIONS OF PURCHASE

CHAPTER 1 – GENERAL

1. DEFINITIONS

1.1 In these Terms and Conditions of Purchase, the following terms are defined as stated below:

- Client: Odin Groep B.V. (Chamber of Commerce number: 08218257) or any other group company affiliated with Odin Groep B.V. within the meaning of Section 2:24b of the Dutch Civil Code, which, where applicable, purchases from the Supplier;
- DCC: Dutch Civil Code;
- Cloud Service: Software or functionality made available as a service by or on behalf of the Supplier via a network/the internet, including Software-as-a-Service (SaaS), hosting, storage or other services, giving the Client access to functionality or data running on the infrastructure of the Supplier or a third party;
- Services: all activities within the meaning of Section 7:400 of the DCC, which the Supplier performs or has performed on behalf of the Client, for a fee or otherwise, including advice, implementation, configuration, training, support and consultancy. Where a Service qualifies as an ICT Performance, the definition of ICT Performance shall apply;
- ICT Performance: all Products and/or Services relating to information and communication technology supplied to the Client by or on behalf of the Supplier, including the development, delivery, conversion, implementation, installation, configuration, maintenance, support, repair or advice regarding software, system software, hardware and/or IT infrastructure. This shall also include the granting of rights of use, hosting and managing software, networks or websites, registering domain names, and designing websites and web applications, including associated materials, tools, components and Documentation (as defined in Article 34.1);
- Terms and Conditions of Purchase: these Terms and Conditions of Purchase for the purchase of items, services and contract work by the Client;
- Supplier: the Client's contracting party;
- Agreement: any agreement between the Client and the Supplier, irrespective of its name or legal form, including all associated offers, assignments, orders or order confirmations, order forms, releases and any amendments thereto;
- Performances: all performances the Supplier provides or has provided to the Client within the scope of the Agreement, irrespective of the form, including Products, Services and/or Work, as well as the results thereof and all related or necessary activities;
- Software: software in any form whatsoever (standard or custom), including accompanying documentation, source code, object code, configurations, updates, upgrades, new versions, bug fixes, patches and related materials. Software shall also include standard software, Custom Software (as defined in Article 34.1) and websites;
- Products: all items the Supplier provides or has provided to the Client within the scope of the Agreement, including any accompanying designs, drawings, models and documentation. Where applicable, a reference to Products shall also include the related Services;

- Work: all works of a material nature within the meaning of Section 7:750 of the DCC, which are created by or on behalf of the Supplier on the instructions of the Client.

1.2 Where in these Terms and Conditions of Purchase a term is used in the singular, it shall also be deemed to include the plural and vice versa, unless the context of the provision dictates otherwise.

2. APPLICABILITY AND ORDER OF PRECEDENCE

2.1 These Terms and Conditions of Purchase shall apply to every Agreement, offer and/or quotation from the Supplier relating to the supply of Products, the performance of Services, the completion of Work and/or any other Performance for the benefit of the Client. These Terms and Conditions of Purchase shall also apply to any amendment and/or addition to such an Agreement, as well as to all (legal) acts related to the preparation, conclusion or implementation thereof.

2.2 These Terms and Conditions of Purchase have a modular structure and consist of one general section and several specific chapters. The general section (Chapter 1) contains provisions that apply to all Agreements. Depending on the nature of the Performance, one or more specific chapters may also apply simultaneously:

- a. Chapter 2 - Supply of Products: applicable where the Performance involves the delivery of physical or material items, including any supporting activities that support such delivery.
- b. Chapter 3 - Services and contracting of work: applicable where the Performance involves the provision of Services or contracting of work within the meaning of Sections 7.12 and 7.14 of the DCC, respectively, and which does not qualify as an ICT Performance.
- c. Chapter 4 - ICT Performances: applicable where the Performance wholly or partly involves an ICT Performance, irrespective of whether Products are also supplied or Services are also performed.
- d. Chapter 4a - Software: additionally applicable to Chapter 4 where the ICT Performance relates (in part) to Software, including standard software, custom software and all associated updates, upgrades, versions, bug fixes and documentation.
- e. Chapter 4b - Cloud Services: additionally applicable to Chapter 4 where the ICT Performance (also) involves the provision of a Cloud Service, such as Software-as-a-Service (SaaS), hosting, storage or other services, under which the Client is granted access to software or data running on the infrastructure of the Supplier or a third party.

2.3 If on the basis of Article 2.2, several chapters apply simultaneously, in the event of overlap or contradiction, the provisions of the chapter that is most specific, given the nature of the Performance, shall prevail.

In order of specificity (from most specific to least specific), the chapters are ranked as follows:

- (i) Chapter 4b (Cloud Services),
- (ii) Chapter 4a (Software),
- (iii) Chapter 4 (ICT Performances),

- (iv) Chapter 3 (Services and contracting of work),
 - (v) Chapter 2 (Supply of Products) and
 - (vi) Chapter 1 (General).
- 2.4 These Terms and Conditions of Purchase may only be deviated from with the prior written consent of the Client.
- 2.5 The Client shall be entitled to amend these Terms and Conditions of Purchase in the interim. The most recent version is published on www.odin-groep.nl/inkoopvoorwaarden.

3. OFFERS, AGREEMENTS

- 3.1 Requests or enquiries made by the Client shall not be regarded as an offer, but shall merely constitute an invitation to the Supplier to submit a quotation. A quotation from the Supplier shall remain valid for at least thirty (30) calendar days. Any costs associated with drawing up or issuing a quotation shall not be reimbursed by the Client. During the period of validity of at least thirty (30) calendar days, the Supplier shall not be entitled to withdraw the quotation.
- 3.2 In the event of obvious errors, omissions or contradictions in the order or documentation provided by the Client, the Supplier shall immediately notify the Client thereof in writing prior to commencing performance or delivery. If the Supplier fails to do so, the consequences thereof shall be entirely at its expense and risk.
- 3.3 If no Agreement is concluded, all data, documents or other information carriers provided by the Client to the Supplier must be returned to the Client upon the Client's first request and free of charge.
- 3.4 An Agreement shall be concluded only if and in so far as the Client has accepted an offer from the Supplier in writing.
- 3.5 As long as the Supplier has not actually commenced the performance of the Agreement, the Client shall be entitled to terminate it at any time without stating reasons. In that case, the Client shall only reimburse documented reasonable costs that the Supplier has demonstrably and unavoidably incurred and that are directly related to the preparation of the performance of the Agreement. In that case, the Supplier shall not be entitled to any further compensation or damages.

4. PRICES

- 4.1 The agreed price is fixed and binding. The price may not be increased as a result of changes in circumstances or factors that cannot be attributed to the Client, such as, but not limited to, changes in exchange rates, freight rates, import or export duties, excise duties, levies or other taxes, prices of raw materials or semi-finished products, wages or other fees the Supplier owes third parties.
- 4.2 Unless the Supplier proves otherwise, the agreed price shall also be deemed to include:
- a. import duties, excise duties, levies and taxes (with the exception of Value Added Tax);
 - b. fees and other costs related to applying for permits required for the performance;
 - c. fees for the use of intellectual and industrial property rights, including any software;

- d. all costs related to or arising from the performance of the agreed work;
- e. costs for packaging, transport, storage, insurance, premiums, installation and commissioning on site—including for goods and/or items made available by the Client;
- f. all other costs that are for the account of the Supplier under the Agreement or these Terms and Conditions of Purchase;
- g. everything reasonably required for the proper performance of the Agreement, taking into account applicable laws and regulations, standards, rules and requirements of good workmanship, even if this is not explicitly stated in the Agreement.

5. PERFORMANCE

5.1 The Supplier guarantees that the Performance meets all applicable requirements, including in any case:

- a. the description and/or specification as included in the Agreement;
- b. the reasonable expectations that the Client may have with respect to, inter alia, the properties, quality, quantity, soundness and reliability of the Performance, based on these Terms and Conditions of Purchase, the Agreement, the descriptions in the Supplier's offer or quotation, as well as any samples and examples shown;
- c. the generally accepted standards and requirements of craftsmanship within the relevant industry or sector;
- d. the schedule and/or implementation schedule as determined or (tacitly) approved by the Client;
- e. the requirement that the persons to be engaged by the Supplier have the necessary qualifications and suitability for the work to be carried out;
- f. the requirement that all permits required for the performance of the Agreement be obtained by the Supplier and be included in the price;
- g. the requirement that all design, preparatory and/or development work required for the proper performance of the Agreement be included in the agreed price.

5.2 The Supplier shall inform the Client adequately and in writing, in a timely manner and in any case within twenty-four (24) hours after it has become aware or should reasonably have become aware that delivery will not take place, will not take place on time or will not take place properly, stating the cause and, where applicable, the expected duration of the delay. The performance of the Agreement in the form of partial deliveries shall only be permitted with the prior written consent of the Client.

5.3 If the Client so requests, the Supplier shall provide a written production or implementation schedule and, if requested, shall cooperate in a progress check.

6. MATERIALS, CERTIFICATES, DRAWINGS AND SIMILAR ITEMS PROVIDED BY THE CLIENT

6.1 Items provided by the Client to the Supplier within the scope of the performance of the Agreement—including, but not limited to, raw materials, semi-finished products, materials, certificates, parts, models, specifications, drawings, tools, software, information carriers and other documentation—shall at all times remain the property of the Client. Except with the

prior written consent of the Client, the Supplier shall refrain from any acts or omissions that could result in loss of ownership through specification, accession, mixing or in any other manner. The Supplier guarantees that the relevant items are free from any third-party rights. The Supplier shall have no right of retention or right of suspension in this respect. On expiry or termination of the Agreement, these items shall be returned to the Client in good condition.

- 6.2 Upon receipt of the items referred to in paragraph 1, the Supplier shall immediately verify that they are complete, undamaged and in accordance with the agreed specifications. If this is not the case, the Supplier shall notify the Client thereof in writing, stating reasons, within seven (7) calendar days of receipt. If no such notification is received, the items shall be deemed to have been placed at the disposal of the Supplier in good condition and in accordance with the specifications.
- 6.3 The Supplier shall properly store and manage all items received from the Client within the scope of the performance of the Agreement at its own expense and to insure them subject to customary conditions, against the risks of loss, theft, damage or destruction, including by fire.

7. DELIVERY TIMES

- 7.1 The agreed dates for the (partial) execution of the Performance by the Supplier shall be binding and constitute strict deadlines. In the event of exceeding such a specified term, the Supplier shall be in default by operation of law, without any notice of default being required.
- 7.2 If the deadline referred to in Article 7.1 is exceeded, the Supplier shall owe an immediately payable penalty of 1% of the total agreed price per calendar day of delay, up to a maximum of 25%. Payment or forfeiture of this penalty shall not affect the Client's right to (i) demand performance and/or (ii) claim full compensation pursuant to the law.

8. PAYMENT, INVOICE

- 8.1 The Client shall effect payment within sixty (60) days of approval of the delivery of the Performance, receipt of all associated required documentation, and receipt of a correct digital invoice. The Client shall not be held to pay until the delivered Performance or the associated documentation has been fully and correctly approved. Any payments made by the Client prior to approval of the Performance shall be subject to the suspensive condition of final approval by the Client.
- 8.2 The Supplier shall not be entitled to suspend any of its obligations or to offset claims under the Agreement against any counterclaims against the Client.
- 8.3 In cases determined by the Client, the Client shall be entitled to require the Supplier to furnish an unconditional and irrevocable bank guarantee issued by a banking institution acceptable to the Client. All costs associated with providing such bank guarantee shall be fully borne by the Supplier.
- 8.4 Payment by the Client shall in no way constitute a waiver of any rights. The Client shall at all times be entitled to offset any claims it may have against the Supplier or entities affiliated with the Supplier against any claims the Supplier may have against the Client, irrespective of whether these claims are due and payable or the currency in which these claims are denominated.

- 8.5 Invoices received by the Client later than six (6) months after the date of delivery of the Performance, or the date on which the relevant Performance was accepted by the Client shall no longer be processed. The Supplier's right to payment shall expire automatically upon the expiry of this period.
- 8.6 If and in so far as the Client owes statutory interest to the Supplier, this interest shall be simple interest and equal to the statutory commercial interest rate applicable on the due date of the invoice. The Client shall not be liable to pay compound interest, nor shall it be liable for any extrajudicial collection costs.
- 8.7 Exceeding a payment term, non-payment or incomplete payment by the Client shall not entitle the Supplier to suspend or terminate the execution of its Performance. The Supplier shall not be entitled to a right of retention and expressly and unconditionally waives such right.

9. DUTY TO INFORM, VERIFICATION, APPROVAL, AND CONSENT

- 9.1 The Supplier shall be required to inform the Client without delay and in writing of any circumstance that will, or is likely to, affect or prevent compliance with the Agreement. In such cases, the Client shall be entitled, at the Supplier's expense, to implement necessary and reasonable measures and/or request amendments to the Agreement, at its reasonable discretion, to prevent or mitigate damage or other adverse consequences. In that case, the Client shall furthermore be entitled to terminate or dissolve the Agreement, in whole or in part, without judicial intervention. The foregoing shall also apply if the Client has reasonable grounds to suspect such a circumstance.
- 9.2 The Client shall have the right, but not the obligation, to monitor or control the manner in which the Supplier performs the Agreement. In that context, the Client may implement all measures it reasonably deems necessary, including (but not limited to) inspection of locations where the Performance is executed in whole or in part, whether or not accompanied by experts, and an audit of the Supplier's records to the extent that these relate to the performance of the Agreement.

10. FAILURE

- 10.1 Any failure by the Supplier to perform its obligations shall entitle the Client, without notice of default or judicial intervention, to dissolve the Agreement, in whole or in part, out of court, to suspend its payment obligations, or to assign the (further) performance of the Agreement, in whole or in part, to third parties. In such cases, the Client shall not be obliged to pay any compensation, without prejudice to its other rights, including the right to full compensation.

11. WARRANTY

- 11.1 In addition to the provisions of Article 5 of these Terms and Conditions of Purchase, the Supplier warrants that the Products and/or Performances delivered:
- a. comply with the Agreement;
 - b. have the agreed characteristics and qualities;
 - c. are free from defects, malfunctions and third-party rights;

- d. are suitable and ready for the intended use, as is known or should reasonably be known to the Supplier;
 - e. comply with all applicable statutory requirements and other government regulations, including but not limited to CE and EMC marking and REACH regulations, and with respect to quality, health, safety and the environment, as applicable in the countries of manufacture, shipment, transit and destination, in so far as these countries are known to the Supplier or should reasonably be known to the Supplier.
- 11.2 The Supplier warrants that all necessary or prescribed parts, auxiliary materials, accessories, tools, technical documentation, user manuals, instruction manuals, safety data sheets, and other items required to achieve the Client's intended purpose will be supplied, even if not listed separately. The Client shall be entitled to reproduce these items for its own use.
- 11.3 The Supplier warrants the free repair of defects for a period of eighteen (18) months. The Client shall report any claims under this warranty in writing and, in urgent cases, also by telephone.
- 11.4 The Supplier warrants that, following delivery of a Product and/or Performance, parts—including spare parts and consumable parts—will be kept in stock during their normal service life and for a minimum period of ten (10) years after delivery, and shall be made available on demand at market conditions.
- 11.5 If the supplied Products do not comply with the provisions of Article 11, the Supplier shall—at the Client's discretion and upon its first request—repair or replace the Products free of charge, irrespective of any prior tests or inspections. This obligation shall not affect any other rights of the Client, including the right to dissolve the Agreement, in whole or in part, and to claim compensation for any damage already incurred..
- 11.6 In urgent cases, where it can reasonably be expected that the Supplier will not carry out repairs or replacements in a timely or adequate manner, the Client shall be entitled to carry out such work itself or have it carried out by third parties at the Supplier's expense, without prejudice to any other obligations of the Supplier under the Agreement.
- 12. SUSPENSION**
- 12.1 The Client shall be entitled to require the Supplier to suspend the performance of the Agreement for a period determined by the Client. In that case, the Client shall only reimburse the direct and reasonable costs actually incurred by the Supplier, provided they can be demonstrated and arise directly from the suspension, unless the suspension is the result of a circumstance attributable to the Supplier, in which case the costs shall be borne by the Supplier. Any further damages or other compensation—including compensation for (statutory or contractual) interest—are excluded.
- 12.2 The Supplier shall take all appropriate and reasonable measures to limit the consequences of the suspension to the extent possible.
- 13. TERMINATION AND DISSOLUTION**
- 13.1 The Client shall at all times be entitled to terminate the Agreement prematurely, without notice period and without stating reasons, in whole or in part, by means of a written notice to the Supplier. In that case, the Supplier shall immediately cease the performance of the

Agreement. The Parties shall enter into consultation about the consequences of such termination.

- 13.2 In each of the following cases, the Supplier shall be in default by operation of law and no prior notice of default shall be required:
- a. any failure to fulfil obligations under the Agreement or related agreements;
 - b. petition for bankruptcy, suspension of payments, admission to a debt rescheduling arrangement or a similar procedure under foreign law;
 - c. cessation, liquidation or acquisition of (a substantial part of) the Supplier's business, or any similar situation.
- 13.3 In the cases referred to in Article 13.2, as well as if the Supplier fails to provide the necessary information, equipment, software or personnel to the Client in a timely manner, in full or as agreed, the Client shall be entitled to:
- a. dissolve the Agreement, in whole or in part, with immediate effect by written notice to the Supplier; and/or
 - b. suspend its (payment) obligations without being liable for any compensation and without prejudice to its other rights, including the right to full compensation and reimbursement of payments already made.
- 13.4 In all cases referred to in this Article 13, all claims of the Client on the Supplier shall become immediately and fully due and payable.
- 13.5 If the Supplier invokes force majeure (as specified in Article 16) or claims that a failure cannot be attributed to it, the Client shall reserve the right to terminate the Agreement in accordance with the provisions of Article 13.1.
- 13.6 If, at any time, the Client could reasonably have concluded, based on the circumstances known at that time, that it was entitled to exercise a right of suspension, termination, set-off and/or annulment, it shall not be liable for any statutory or commercial interest or compensation should it subsequently transpire that the right was not lawfully exercised.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All intellectual property rights (hereinafter: IPR) relating to the Products and/or Services to be supplied by the Supplier, including patent rights and, where applicable, the associated software, shall be exclusively vested in the Client if these Products and/or Services have been developed specifically for the Client or have been manufactured in accordance with the Client's specifications and/or instructions. These rights shall be transferred to the Client by the Supplier pursuant to the Agreement and/or these Terms and Conditions of Purchase, in advance and free of charge.
- 14.2 The Supplier warrants that the Services it provides do not infringe any IPR or other absolute rights of third parties. The Supplier shall fully indemnify the Client against all third-party claims based on (alleged) infringements of such rights and shall compensate the Client for all resulting damage and costs, including full legal defence costs.
- 14.3 If transfer of the rights referred to in paragraph 1 is not possible, the Supplier shall grant the Client a worldwide, exclusive, transferable and irrevocable licence, with the right to grant

sub-licences, in respect of the relevant IPR relating to the Products and/or Services to be supplied by the Supplier. This licence shall be deemed to be included in the agreed price. The Client shall be entitled to register, or arrange for the registration of, this licence in the relevant registers, with the Supplier providing all necessary cooperation.

- 14.4 If any further deed or act is required to effect the transfer or licensing of IPR, the Supplier shall cooperate fully and free of charge.
- 14.5 In the event of a difference of opinion between the Parties regarding the ownership of IPR in relation to (parts of) a Performance, it shall be presumed that these rights are vested in the Client, unless proven otherwise. The Client shall be entitled to continue the agreed use of the Performance, irrespective of the outcome of that dispute.
- 14.6 The Supplier shall immediately notify the Client in writing once it becomes aware of any (imminent) infringement by third parties of IPR vested in the Client.
- 14.7 The Supplier shall fully indemnify the Client against third-party claims regarding (alleged) infringements of IPR or other rights in connection with the performance of the Agreement or the use of the Performance, including personality rights, know-how, unlawful competition, and similar claims. Upon the Client's first request, the Supplier shall conduct the defence in any proceedings initiated against the Client due to (alleged) infringement, in which case the Client shall immediately notify the Supplier of such action and provide the necessary authorisations and cooperation. Furthermore, the Supplier shall indemnify the Client against all resulting damages and costs (including judicial and extrajudicial costs and the costs of legal advice).
- 14.8 In the event of any (alleged) infringement of third-party IPR, the Supplier shall, at its own expense, take all reasonable measures to prevent disruption to the Client's business operations and to minimise any resulting costs or damages incurred by the Client.

15. CONFIDENTIALITY

- 15.1 The Supplier shall maintain strict confidentiality regarding all information it is aware of and/or becomes aware of with respect to the Client or its direct business partners. The Supplier shall not, under any circumstances, make available to third parties, provide access to third parties, or disclose to third parties any (results of the) Performances, data, or data carriers made available under the Agreement, except to the extent that disclosure is required by law, a competent regulatory authority, or a court order.
- 15.2 The Supplier may share such information with its personnel only if and to the extent required for the performance of the Agreement. The Supplier shall ensure that its personnel, as well as any third parties engaged by the Supplier, are bound in writing by the provisions of this Article.
- 15.3 This duty of confidentiality shall remain in force after full performance of the Agreement and shall end only once the Client has released the Supplier thereof in writing.
- 15.4 In the event of a breach of any of the obligations under this Article, the Supplier, by virtue of such breach alone and without any requirement for notice of default or demand, shall owe the Client an immediately payable penalty of five percent (5%) of the agreed price, up to a maximum of EUR 50,000 per event. This penalty shall not affect the Client's right to enforce compliance and/or claim full compensation.

16. FORCE MAJEURE

- 16.1 If the Supplier is unable to comply with its obligations under the Agreement due to a non-attributable failure (force majeure), it shall not be liable for any resulting damages. To the extent compliance remains possible, the relevant obligations shall be suspended for the duration of the force majeure event. If the period of force majeure lasts or is expected to last longer than two (2) months, the Client shall be entitled to terminate the Agreement, in whole or in part, or to dissolve it out of court, without any obligation on the part of the Client to pay damages.
- 16.2 Force majeure shall in no event include: staff shortages, strikes, staff illness, late or defective deliveries, unsuitability or shortage of materials, raw materials, semi-finished products or services, government measures or measures of other competent authorities, attributable shortcomings or unlawful conduct of suppliers or third parties engaged by the Supplier, as well as liquidity or solvency problems on the part of the Supplier.
- 16.3 The Supplier shall inform the Client, stating the reasons, without delay and in writing on the occurrence of the force majeure event. If the Supplier fails to do so, its right to invoke force majeure shall lapse.

17. TRANSFER OF RIGHTS AND OBLIGATIONS AND OUTSOURCING

- 17.1 The Supplier shall not be permitted to transfer, pledge or have third parties perform its rights and/or obligations under the Agreement, in whole or in part, without the prior written consent of the Client.
- Third parties shall include, but are not limited to, subcontractors, independent contractors, director-major shareholders and temporary employment agencies. The Client shall not unreasonably withhold such consent.
- 17.2 The Supplier shall not be permitted to hire personnel from third parties, unless with the prior written consent of the Client. The Client may attach reasonable conditions to such consent.
- 17.3 If the Supplier engages third parties in the performance of the Agreement, it shall remain fully responsible to the Client for their acts and/or omissions as if it were its own Performance. Moreover, the Supplier warrants that the third party it engages will fully comply with the Agreement, these Terms and Conditions of Purchase and all other provisions and instructions stipulated by the Client.

18. LIABILITY

- 18.1 The Supplier shall be fully liable to the Client for the performance of the Agreement and for all damage suffered by the Client as a result of any act and/or omission on the part of the Supplier, its personnel and/or third parties engaged by the Supplier.
- 18.2 In addition to the provisions of Article 18.1, the Supplier shall also be liable for all damage within the meaning of Section 6.3.3 of the DCC (Product Liability) suffered by the Client and/or third parties as a result of defects in the Products supplied by the Supplier. This liability shall also extend to damage caused by defects in parts or components of those Products, irrespective of whether these originate from third parties (such as raw materials, semi-finished products, supplies, etc.).

- 18.3 The Supplier shall indemnify the Client against all third-party claims relating to damage for which the Supplier is liable under this Article 18. Upon the Client's first request, the Supplier shall reach a settlement with the relevant third parties or, at the Client's discretion, defend itself in court, either jointly with the Client or independently.
- 18.4 For the purposes of this Article 18, the employees of the Client shall also be regarded as third parties.
- 18.5 The Supplier shall take out and maintain adequate insurance against professional liability in a manner that is appropriate and customary in accordance with generally accepted standards and with due observance of the nature and scope of the Agreement. Upon the Client's first request, the Supplier shall provide access to the relevant insurance policies and, if requested, provide recent proof of cover.
- 18.6 The Client shall not be liable for any damage of any kind suffered by the Supplier, its personnel, or any third parties it has engaged. If and to the extent that the Client is nevertheless liable, this liability per event (where a series of related events shall be considered a single event) shall be limited to the amount actually paid out by the Client's liability insurer in the relevant case, with the understanding that this liability shall in no event exceed the total value of the Agreement. Furthermore, the Client shall not be liable for indirect damage, consequential damage, lost profits, lost savings, reduced goodwill, damage due to business interruption, or damage resulting from loss of data. The exclusions and limitations of liability contained in this Article shall not apply if and to the extent that the damage is the result of intent or deliberate recklessness on the part of the Client.
- 18.7 If an employee of the Supplier holds the Client liable without the Client having acted with intent or deliberate recklessness, the Supplier shall fully indemnify the Client against all resulting damages and costs.

19. ACCESS TO PROCUREMENT PORTALS AND MANAGEMENT ACCOUNTS

- 19.1 The Supplier shall not provide employees of the Client with management or administrator accounts (Admin Accounts) without the prior written consent of the Client or an authorised representative designated by the Client. If Admin Accounts are issued, the Supplier shall be responsible for their correct and secure set-up, assignment, monitoring, and revocation. The Supplier shall configure Admin Accounts ensuring they are always personal, limited to the strictly necessary duration, and exclusively intended for the performance of agreed work. The Client may impose additional requirements for the provision of Admin Accounts. Upon the Client's first request, the Supplier shall provide a complete and up-to-date overview of all active Admin Accounts, including user identity, authorisation level, and access duration.
- 19.2 The Supplier shall be fully responsible for compliance with the obligations set out in Article 19.1 and shall bear the full risk for any damage, security incidents, or other adverse consequences resulting directly or indirectly from non-compliance or from unauthorised use of Admin Accounts.
- 19.3 The Supplier shall fully indemnify the Client against all damages, costs, and third-party claims arising from or related to the provision, use, or misuse of Admin Accounts, as well as from any act or omission by the Supplier in violation of the obligations set out in Article 41.

20. PROCESSING OF PERSONAL DATA

- 20.1 The Supplier warrants that it fully complies with all applicable legal obligations under the General Data Protection Regulation (hereinafter: GDPR), the GDPR Implementation Act, and other relevant privacy laws and regulations when processing personal data within the scope of the Agreement
- 20.2 The Supplier shall indemnify the Client against all third-party claims—including supervisory authorities and data subjects—brought against the Client due to a breach of the aforementioned laws and regulations by the Supplier or its engaged third parties, in so far as this breach is attributable to the Supplier or its engaged third parties.
- 20.3 Where the Supplier processes personal data on behalf of the Client within the scope of the performance of the Agreement, the Client shall be regarded as the controller and the Supplier as the processor within the meaning of the GDPR.
- 20.4 The Supplier shall provide the Client with full and timely support in fulfilling its obligations under the GDPR. All associated costs shall be fully borne by the Supplier.
- 20.5 Where a processor relationship exists, the Parties shall enter into a processing agreement in accordance with Article 28 of the GDPR prior to processing personal data.
- 20.6 Under no circumstances shall the Supplier commence processing of personal data within the scope of the Agreement without having entered into a processing agreement with the Client, to the extent that this is required under the GDPR and/or other applicable regulations. In the absence of a processing agreement, the Client shall be entitled to suspend or terminate the Agreement without being liable for any compensation.
- 20.7 The interpretation of terms used in this Article shall be in accordance with the meaning assigned to them in Article 4 of the GDPR.

21. GOVERNING LAW AND DISPUTE RESOLUTION

- 21.1 These Terms and Conditions of Purchase, the Agreement and all legal relationships arising from or related thereto shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.
- 21.2 All disputes relating to or arising from these Terms and Conditions of Purchase, the Agreement or further agreements shall be submitted exclusively to the competent court of the District Court of Overijssel, location Almelo.

22. TRANSLATION

These Terms and Conditions of Purchase were originally drafted in the Dutch language. In the event of any differences in interpretation or ambiguities between the Dutch text and any translation, the Dutch version shall prevail at all times.

CHAPTER 2- SUPPLY OF PRODUCTS

If, and to the extent that, the Performance consists wholly or partly of the supply of Products, the provisions of Chapter 2 shall apply in addition to Chapter 1 and any other chapters that are applicable pursuant to Article 2.2.

23. QUALITY AND DESCRIPTION OF THE PRODUCTS TO BE SUPPLIED

23.1 Without prejudice to the provisions of Article 5, the Products to be supplied by the Supplier, as well as their production process, shall meet the following requirements:

- a. they shall be supplied with clear and complete instructions for the Client and/or its personnel, enabling them to use the Products safely and independently;
- b. they shall be manufactured from sound, new materials and be of good, professional workmanship;
- c. they shall be composed of parts and raw materials whose origin is fully traceable;
- d. they shall not contain asbestos or any other carcinogenic substances;
- e. they shall be accompanied by all required documentation, including packing lists, certificates (including warranty and quality certificates), certificates, technical drawings, manuals, spare parts lists and maintenance instructions;
- f. they shall fully comply with all applicable national and international statutory provisions, standards and guidelines with respect to design, composition and quality, including but not limited to CE and EMC marking and REACH regulations;
- g. they shall bear a clearly legible type, series and device number, as well as an indication of the country of origin, affixed by means of an adequate mark of the manufacturer or importer. If physical marking on the product is not an option, this information shall be stated on the packaging;
- h. they shall be accompanied by an invoice that also includes the name of the manufacturer and importer, as well as the type and production number, if these differ from the Supplier.

24. INSPECTION AND TESTING

24.1 The Client shall at all times be entitled, with or without the Supplier's presence, to subject the Products to be supplied to inspection, testing, or verification (hereinafter: "Inspection"), either before, during, or after delivery. The Inspection shall be carried out in a manner determined by the Client. Sections 6:89 and 7:23 of the DCC are expressly excluded.

24.2 If a specific Inspection has been agreed between the Parties, the Supplier shall present the supplied or installed Products for this Inspection in a timely manner, at the agreed location and on the agreed date. In the absence of a specific date, the presentation must occur as soon as the Inspection can reasonably take place. If no procedure has been agreed, the Parties shall determine the procedure in consultation, based on an Inspection customary in the industry and/or for the relevant Product type.

- 24.3 The Inspection shall be deemed successfully completed if the Client notifies the Supplier thereof in writing, stating any minor defects that do not significantly impede the use of the Products. Such defects shall be remedied by the Supplier free of charge within five (5) business days of receipt of the notification, or—if that is not reasonably possible—as soon as possible.
- 24.4 If the Products are rejected in whole or in part, the Client shall immediately notify the Supplier thereof in writing, stating the reason(s) for the rejection.
- 24.5 If the Products, irrespective of the outcome of the Inspection, do not meet the agreed specifications, warranty provisions, or other applicable requirements, the Supplier shall, upon the Client's first request and at its own expense, repair or replace the relevant Products, at the Client's discretion, within five (5) business days of receipt of the notice. The repaired or replaced Products shall subsequently be re-inspected in accordance with this Article. All associated costs, including the cost of a new Inspection, shall be borne by the Supplier. The foregoing shall not affect the Client's other rights, including the right to terminate the Agreement, in whole or in part, and to claim damages.
- 24.6 If the Supplier fails to retrieve the rejected Products within ten (10) business days of the date of the written notice of rejection, the Client shall be entitled to return them at the Supplier's expense. In that case, the Client shall also be entitled to a credit for amounts already paid, to be issued within fourteen (14) days of the return.

25. TRANSPORT, PACKAGING, STORAGE, AND INSTALLATION

- 25.1 Delivery of the Products shall occur at the agreed time and in accordance with the Incoterm Delivered Duty Paid (DDP) at the Client's location (unless expressly agreed otherwise), in line with the most recent version of the ICC Incoterms. The agreed delivery date shall be regarded as a strict deadline.
- 25.2 The Supplier shall be responsible for ensuring that the Products are properly packaged, securely loaded, and transported in accordance with all applicable laws and regulations. Any damage that occurs during loading, transport, and/or unloading shall be at the Supplier's risk, irrespective of when such damage is discovered. Furthermore, the Supplier shall be responsible for the removal and/or processing, at its own expense, of packaging materials, waste materials, and excess materials related to the delivery or performance of the Agreement. In doing so, the Supplier shall comply with all applicable environmental laws and regulations.
- 25.3 The delivery date shall be regarded as the day on which the Products are first presented for delivery or completion at the delivery address agreed with the Client.
- 25.4 If the Client requests a postponement of the delivery, the Supplier shall properly package the Products, keep them clearly marked as destined for the Client, and store, secure, and insure them at its own expense. Only reasonable costs necessarily incurred in this respect shall be eligible for reimbursement following prior approval by the Client.

26. TRANSFER OF OWNERSHIP AND RISK

- 26.1 Ownership of the Products shall pass to the Client upon delivery in accordance with Article 25. In the event of advance payments by the Client prior to delivery, ownership shall transfer to the Client upon payment, in proportion to the amount paid. In such case, the Supplier

shall separately identify the relevant Products, to keep them clearly identifiable as the property of the Client, and shall be deemed to be the holder of such Products on behalf of the Client. After delivery, no retention of title or other security right shall apply in favour of the Supplier.

- 26.2 The risk of loss, damage, or destruction of the Products shall only pass to the Client upon both legal and physical transfer. Where installation of the Products has also been agreed, the risk shall remain entirely with the Supplier until the Client has expressly accepted or has actually put the Products into use following installation, irrespective of whether ownership has been transferred.

CHAPTER 3- SERVICES AND CONTRACTING OF WORK

If, and to the extent that, the Performance consists wholly or partly of the provision of Services or contracting of work, the provisions of Chapter 3 shall apply in addition to Chapter 1 and any other chapters applicable pursuant to Article 2.2.

27. DATA PROVISION

27.1 The Supplier shall, upon the Client's first request and where applicable, provide the following documents:

- a. a recent extract from the trade register of the Chamber of Commerce, not older than six (6) months;
- b. a copy of the agreement regarding the G account;
- c. a copy of valid proof of registration with the relevant industrial insurance board;
- d. a recent registration in the Special Register of the Association for the Registration of Subcontractors (*Bijzonder Register van de Vereniging Registratie Onderaannemers*) (if applicable);
- e. a statement from the Dutch Tax Administration regarding payment behaviour with respect to payroll taxes (employee insurance contributions, national insurance contributions, income-related health insurance contributions and wage tax), not older than three (3) months;
- f. a copy of the valid SCC (VCA) certificate.

27.2 If one or more of the documents referred to in Article 27.1 have not been provided to the Client within ten (10) days of the request, the Client shall be entitled to suspend payments until the relevant documents have been submitted, without prejudice to all other rights of the Client, including the right to terminate the Agreement with immediate effect.

27.3 The Supplier shall notify the Client without delay and in writing of any changes to the information referred to in Article 27.1.

28. IMPLEMENTATION SCHEDULE

28.1 Upon the Client's first request, the Supplier shall draw up an implementation schedule which shall in any case include: the commencement and completion dates of the successive parts of the Services and the Work, as well as the planned deployment of personnel.

Where it has been agreed that the Client will provide equipment, the schedule shall also specify the times at which such equipment will be made available or deployed. Upon approval by the Client, the implementation schedule shall form an integral part of the Agreement.

- 28.2 The Client shall be entitled to amend the implementation schedule during the performance of the Agreement. The consequences of such amendment shall be determined by the Parties in all reasonableness. Where necessary, the Agreement shall be amended accordingly.
- 28.3 The Supplier shall report on the progress of the Services and the Work, as well as on all related matters, in the agreed manner. In the absence of specific agreements on the frequency or manner of reporting, the Supplier shall report with sufficient regularity to enable the Client to properly monitor and assess progress.

29. PERSONNEL OF THE SUPPLIER

- 29.1 The Supplier shall inform the Client in advance of all employees to be engaged in the performance of the Agreement.
- 29.2 The Supplier shall be responsible for the day-to-day management and supervision of the performance of the Agreement. The Supplier warrants that the work shall be carried out by its employees in a professional and competent manner and without unnecessary interruptions. The employees involved shall have and maintain the required level of training, professional knowledge and experience.
- 29.3 Employees shall only be replaced on an incidental basis and exclusively following prior written approval from the Client. This approval shall not be withheld on unreasonable grounds, but may be subject to conditions.
- 29.4 If the Supplier's employees lack the required qualifications or expertise, do not comply with applicable regulations or otherwise act improperly, the Supplier shall replace these employees immediately with suitable personnel upon the Client's first request. Any costs associated with replacement or re-training shall be fully borne by the Supplier.
- 29.5 To the extent reasonably possible, the work shall be carried out within the Client's working hours and in accordance with its code of conduct. The Supplier shall instruct its personnel to strictly comply with this code.
- 29.6 The Supplier shall provide its employees performing work at a location of or on behalf of the Client with proper and appropriate personal protective equipment, including in any case safety goggles and safety shoes. The Client may provide additional protective equipment, such as safety helmets or work clothing bearing the Client's logo. The Supplier shall actively ensure that its employees use this equipment correctly and consistently.
- 29.7 The protective equipment referred to in the previous paragraph must be returned in good condition to an employee designated by the Client within seven (7) calendar days after completion of the relevant work or the relevant part of the Performance. For each set of protective equipment that is not returned or is returned in damaged condition, the Client shall be entitled to deduct a reasonable compensation from the Supplier's final invoice.
- 29.8 Additional costs incurred as a result of having to work outside regular working hours in order to meet agreed delivery dates shall be fully borne by the Supplier.

29.9 The Client shall be entitled to verify the number of employees of the Supplier present at the workplace. The Supplier shall cooperate with reasonable administrative procedures introduced by the Client for the purpose of personnel registration and supervision of the performance of the Performances.

29.10 Where the Supplier provides personnel under the Agreement, the Client shall at all times be entitled to terminate the relevant Agreement, in whole or in part, without being liable for any compensation or reimbursement of costs.

30. SAFETY, HEALTH, WELL-BEING AND THE ENVIRONMENT

30.1 The Supplier shall bear full responsibility for ensuring safety, health, well-being and environmental protection at any location where the Work and/or Service is performed. The Supplier shall ensure compliance with all applicable statutory regulations, permits, standards and locally applicable rules relating to safety and the environment.

30.2 All materials, equipment and tools used by the Supplier—including but not limited to hoisting, lifting, climbing and scaffolding equipment—must comply with applicable statutory requirements and must be in a properly maintained condition.

30.3 Where the Client determines that there is an unsafe situation caused by the Supplier, the Client shall be entitled to immediately (cause to) suspend the work. In that case, the Client shall not be liable for any compensation, and such delay shall never be considered force majeure on the part of the Supplier.

31. INTERVENTION IN THE WORK

31.1 If, in the reasonable opinion of the Client, the performance of the work is likely to result in a delay in the agreed deadline for (any part of) the Performance, or is not carried out in accordance with the Agreement and/or the requirements of good workmanship, the Client shall notify the Supplier thereof in writing. The Supplier may not derive any rights from the absence or timing of such notice.

31.2 The Supplier shall implement corrective measures within one (1) week of receiving a notice as referred to in paragraph 1, or as soon as circumstances reasonably require, in order to prevent or remedy the delay and/or ensure compliance. If the Supplier fails to do so, the Client shall be entitled, without prior judicial intervention, to implement all measures it deems necessary, including having the work performed by third parties. The Supplier shall fully cooperate with the Client and its auxiliary persons.

31.3 All reasonable internal and external costs incurred as a result of implementing the measures referred to in paragraph 2, including costs for supervision and overhead, shall be fully borne by the Supplier. The Supplier shall immediately reimburse these costs to the Client upon first request.

32. DELIVERY, ACCEPTANCE, COMMISSIONING AND RISK

32.1 Delivery and acceptance of the Work or the relevant Services shall take place only after express written acceptance by the Client of the Work performed or the Service provided.

32.2 The Client shall be entitled to put the Work, or a separate part thereof, into use prior to the final delivery. Such (partial) commissioning shall not imply delivery or acceptance of the Work or any part thereof. If commissioning requires additional efforts beyond what can

reasonably be expected of the Supplier, the Parties shall determine the consequences in mutual reasonableness. Until formal delivery has taken place, the Work shall remain entirely at the risk of the Supplier.

33. CHAIN LIABILITY ACT (*WET KETENAANSPRAKELIJKHEID*)/ACT ON COMBATING SPURIOUS LABOUR CONTRACTS (*WET AANPAK SCHIJNCONSTRUCTIES*)

- 33.1 The Supplier warrants full compliance with all applicable statutory obligations with respect to payment of wage tax, employee and national insurance contributions, income-related health insurance contributions and other related tax obligations with regard to its personnel. The Supplier fully indemnifies the Client against any liability claims by the Dutch Tax Administration or other competent authorities in this respect, including (additional) assessments, interest, fines, costs of legal representation, and other related costs.
- 33.2 The Supplier shall maintain a project administration such that, for each Agreement—or, where an Agreement comprises multiple projects, for each individual project—the associated payroll costs are transparent and auditable. The Supplier shall include the actual payroll costs on each invoice. The Client shall at all times have the right to inspect this administration and/or to have it verified.
- 33.3 The Client shall be entitled, instead of paying the Supplier, to pay the portion of the invoice related to payroll taxes for which it may be held jointly and severally liable under the Chain Liability Act, by depositing the amount into an escrow G-account of the Supplier or—where applicable—directly to the Dutch Tax Administration.
- 33.4 If the payroll is not itemised, the Client shall be entitled to designate 50% of the invoice amount as a payroll component and deposit it accordingly into the G-account or pay it to the Dutch Tax Administration. If it subsequently appears that this percentage does not reflect the actual payroll component, the Client may adjust the percentage retroactively.
- 33.5 Payments into the G-account or directly to the Dutch Tax Administration shall fully discharge the Client’s payment obligation towards the Supplier for the relevant part of the invoice.
- 33.6 Where the reverse charge mechanism for VAT applies, the Supplier must clearly and unambiguously state this on each invoice, including the relevant legal reference.

Chapter 4– ICT PERFORMANCES

If, and to the extent that, the Performance consists wholly or partly of an ICT Performance, the provisions of Chapter 4 shall apply in addition to Chapter 1 and any other chapters applicable pursuant to Article 2.2. Chapters 4a (Software) and 4b (Cloud Services) are part of this Chapter and apply additionally only if the ICT Performance relates (in part) to Software or a Cloud Service, respectively.

34. DEFINITIONS RELATING TO ICT PERFORMANCES

- 34.1 The definitions in Article 1.1 shall apply in full. The following additional definitions shall also apply to this chapter:
- Source Code: the original code written by a programmer in a programming language, containing instructions intended for the functioning of Software. This code must be converted into a computer-executable form (object code) before it can execute. Source Code also includes all materials and/or Documentation necessary for correct use,

improvement, maintenance, installation, implementation or analysis of the Source Code and/or the Software, including the construction, structure and modifications implemented, whether in source code form or otherwise.

- Cloud Service: a specific, standardised component of the ICT Performance that the Supplier provides and continues to provide to the Client via the Internet or another network, without physical transfer of the underlying software or data carriers.
- Documentation: all system and user manuals, technical descriptions, and instructions relating to the ICT Performance, including the supplied items, equipment, Software, Cloud Services, courses, and/or training.
- Custom Software: software resulting from an ICT Performance that has been developed specifically for the Client, or modifications to standard software, including all associated materials and Documentation.

35. GENERAL OBLIGATIONS

- 35.1 The Supplier shall perform its obligations under the Agreement in close collaboration with the Client, taking into account the Client's legitimate interests.
- 35.2 The Supplier shall inform the Client in a timely, complete, and accurate manner about the performance of the agreed work, as well as any work yet to be performed that is relevant to the Client.
- 35.3 The Supplier warrants the quality, expertise, and integrity of all personnel and third parties it has engaged within the scope of the performance of the Agreement. These persons shall be considered auxiliary persons working under the responsibility of the Supplier.
- 35.4 The Supplier shall ensure that its personnel and third parties it has engaged do not unnecessarily disrupt the Client's business operations and that they strictly comply with the Agreement, these Terms and Conditions of Purchase, the applicable company rules, and other instructions issued by the Client.
- 35.5 The Supplier warrants that it will only engage personnel and/or third parties whose integrity is beyond doubt. Upon the Client's first request, the Supplier shall provide a recent and proper Certificate of Good Conduct (*VOG*) or equivalent document demonstrating good conduct for all these persons.
- 35.6 If the Supplier implements additional internal integrity procedures or if, following the conclusion of the Agreement, the Client imposes additional integrity requirements or procedures on persons engaged for the performance of the Agreement, the Supplier shall fully cooperate. The Client shall notify the Supplier in a timely manner and in writing of any such additional requirements or procedures.
- 35.7 If the performances to be rendered by the Supplier must be coordinated with Services or work performed by third parties engaged by the Client, the Supplier shall consult with those third parties and the Client and make sound agreements regarding collaboration. The Supplier shall subsequently properly implement this collaboration.

36. QUALITY AND WARRANTY

- 36.1 Without prejudice to the provisions of Article 11, the Supplier warrants that the ICT Performance fully complies with the requirements of the Agreement, including under peak

load conditions. The ICT Performance must function efficiently, coherently and properly, be usable within the existing ICT environment of the Client or the Client's client without additional modifications, and remain compatible with that environment.

- 36.2 The Supplier warrants that the ICT Performance is free from unauthorised functionalities, such as viruses, worms, logic bombs or other elements that could affect the operation or security of systems.
- 36.3 The Supplier shall ensure the timely availability of updates, new versions, replacement parts, components and extensions that are functionally equivalent and interchangeable, provided these were available or announced upon conclusion of the Agreement. The Client may implement these updates or new versions at its discretion.
- 36.4 The Supplier warrants that the quality and capacity of any third parties it engages shall be at least equivalent to those of its own organisation, and that all work is carried out in accordance with the professional standards and due care requirements applicable in its sector, as may reasonably be expected from an expert and competent Supplier under the given circumstances.
- 36.5 For a period of twelve (12) months after written acceptance of the ICT Performance, the Supplier warrants that all defects will be repaired free of charge upon the Client's first request. Defects mean any instance where the ICT Performance fails, in whole or in part, to meet the agreed specifications, or otherwise does not function properly..
- 36.6 If, within the aforementioned guarantee period of twelve (12) months (or a longer period set by the Supplier), it becomes apparent that the ICT Performance does not comply with Article 11 and/or this Article 36, the Supplier shall proceed with repair or replacement, at its own expense, within two (2) weeks of notification by the Client. Following repair or replacement, a new warranty period of twelve (12) months shall commence.
- 36.7 If the Supplier is of the opinion that the Client is wrongly invoking the warranty provisions, for example, because the relevant function or component does not fall under the warranted properties or the defect arises from causes attributable to the Client, the burden of proof shall rest entirely with the Supplier.
- 36.8 If the Supplier fails to remedy a defect promptly and properly, the Client shall be entitled, without prejudice to its other rights, to repair the defect or have it repaired by a third party at the Supplier's expense, following prior written notice of default. The Supplier shall provide all necessary information and cooperation upon first request.

37. DOCUMENTATION

- 37.1 The Supplier shall provide the Client with clear, complete, and accurate Documentation in Dutch or, at the Client's option, in English. The Documentation must contain a detailed description of the ICT Performance and its associated functionalities.
- 37.2 The Documentation must be drawn up so as to allow the Client and its users to independently test, maintain, and effectively use all functionalities of the ICT Performance.
- 37.3 The Documentation shall be supplied promptly and free of charge, no later than simultaneously with the (acceptance) testing of the ICT Performance, unless otherwise agreed in writing.

37.4 If the Documentation is inaccurate, incomplete, unclear, or outdated, the Supplier shall amend, correct, or replace it without delay and free of charge upon the Client's first request.

38. DELIVERY, IMPLEMENTATION/INSTALLATION AND ACCEPTANCE TEST

38.1 All ICT Performances to be provided by the Supplier shall be subject to an acceptance test before being deemed accepted, unless the Client prefers otherwise. This test shall be carried out within the agreed period and in the agreed manner, unless otherwise specified in writing.

38.2 Implementation and/or installation of the ICT Performance shall be carried out by the Supplier, in coordination with the Client's existing ICT environment and with due observance of the Client's working hours, protocols and company rules.

38.3 Once both Parties are of the opinion that implementation and/or installation has been completed, they shall jointly draw up and sign a written confirmation of implementation and/or installation. This confirmation does not constitute acceptance nor acknowledge that the Agreement or warranties under Articles 11 and 36 have been fulfilled.

38.4 The Client shall be entitled to use the delivered items in full operational capacity during the acceptance test.

38.5 If shortcomings are identified during the acceptance test, the Supplier shall remedy these without delay and free of charge and resubmit the performance in its entirety to the Client for acceptance.

38.6 If defects are also found during a second acceptance test, the Client shall be entitled, without further notice of default, to:

- a. reject the ICT Performance in whole or in part; and/or
- b. terminate the Agreement in whole or in part.
- c. demand repair or replacement, without prejudice to its other rights under the law and these Terms and Conditions of Purchase, including the right to compensation.

38.7 Minor defects, at the sole discretion of the Client, shall not prevent acceptance, provided that they do not impede the use of the ICT Performance. The Supplier shall repair such defects without delay and free of charge. Acceptance shall not affect the Client's other rights.

38.8 If the ICT Performance does not meet the warranties referred to in Articles 11 and 36, the Supplier shall implement all necessary measures, carry out work and, where necessary, offer alternative solutions within a reasonable period of time, ensuring that the Agreement is still performed. If the Supplier fails to do so, the Client shall be entitled to carry out these measures and work or to have them carried out by third parties at the Supplier's expense, without prejudice to all other rights of the Client.

38.9 Performance of an acceptance test by or on behalf of the Client, as well as the signing of any implementation or delivery document, shall not imply that the delivered ICT Performance complies with the warranties referred to in Articles 11 and 36.

39. INTELLECTUAL PROPERTY

39.1 All intellectual property rights (hereinafter: IPR) that can or may be exercised with respect to the ICT Performance wherever and whenever, shall be vested in:

- a. the Client, to the extent that it concerns an ICT Performance that is or will be designed or manufactured specifically for the Client and/or is or will be realised under the direction or supervision of the Client or on the basis of the Client's instructions or designs. To the extent necessary, these rights shall be transferred by the Supplier to the Client under the Agreement, which transfer is hereby accepted by the Client;
- b. the Supplier or a third party in all other cases. In that case, the Supplier grants the Client a non-exclusive right of use to the ICT Performance, to be specified in the Agreement, which in any case shall be sufficient for the performance and use in accordance with the Agreement.

39.2 By entering into the Agreement, the rights referred to in Article 39.1 (a) are transferred to the Client. Where the transfer of those rights requires a further deed or other formality at any time, the Supplier hereby grants the Client an irrevocable power of attorney to draw up such a deed and sign it on behalf of the Supplier, without prejudice to the Supplier's obligation to cooperate fully and unconditionally with the transfer upon the Client's first request. Furthermore, the Supplier irrevocably authorises the Client to register, or to arrange for the registration of, the transfer of the IPR in the relevant registers.

39.3 The Supplier hereby waives, in so far as legally permitted, also on behalf of its personnel and/or third parties it has engaged, all so-called personality rights to which they may be entitled within the meaning of Article 25 (1) (a) to (c) of the Copyright Act, to the extent that such waiver is legally permissible. The Supplier warrants that it is authorised to issue this waiver on behalf of its personnel and/or third parties.

39.4 The Supplier shall fully indemnify the Client against third-party claims regarding (alleged) infringements of IPR or other rights in connection with the performance of the Agreement or the use of the ICT Performance, including personality rights, know-how, unlawful competition, and similar claims. Upon the Client's first request, the Supplier shall conduct the defence in any proceedings initiated against the Client due to (alleged) infringement, in which case the Client shall immediately notify the Supplier of such proceedings and provide the necessary authorisations and cooperation. Furthermore, the Supplier shall indemnify the Client against all damages and costs (including judicial and extrajudicial costs and the costs of legal advice) resulting from such proceedings.

39.5 In the event of an (alleged) infringement of third-party IPR, the Supplier shall implement, at its own expense, all measures that can contribute to preventing disruption to the Client's business operations and limiting the resulting costs and/or damages incurred by the Client.

40. MAINTENANCE AND SUPPORT

40.1 Upon the request of the Client, the Supplier shall provide training for (the users of) the ICT Performance. Such training shall be provided by qualified instructors, preferably individuals who have been involved in the implementation and/or installation.

40.2 Upon expiry of the warranty period as referred to in Article 36.5, the Supplier shall perform maintenance on the delivered ICT Performance upon the Client's first request. The Supplier warrants that it can continue to perform maintenance at market conditions for a minimum period of five years after delivery. If the Client decides not to have maintenance performed by the Supplier, the Supplier shall unconditionally and fully cooperate in enabling the Client, or a third party designated by the Client, to perform the maintenance independently. On demand, the Supplier shall provide all necessary and relevant information free of charge.

Maintenance work that may disrupt the Client's business operations shall preferably be carried out outside the Client's usual working hours.

40.3 The Supplier shall inform the Client in writing in advance of any scheduled maintenance work.

40.4 Maintenance shall include, at a minimum:

- a. preventing malfunctions and defects;
- b. identifying and repairing errors and defects;
- c. providing patches and improved versions of the Software; and
- d. if agreed, providing new versions.

The Supplier shall ensure that improved and new versions are available in a timely manner. The Client shall never be obliged to implement a new version.

40.5 Temporary solutions for defects shall only be implemented with the Client's consent. Unless otherwise agreed, a temporary solution shall be replaced as soon as possible by a structural and definitive solution.

41. DATA SECURITY

41.1 The Supplier shall implement appropriate technical and organisational measures to prevent and mitigate the consequences of malfunctions, service defects, unauthorised access, loss, destruction, or corruption of data, and other security incidents.

41.2 If necessary, the Supplier shall implement additional security measures, taking into account the state of the art, the nature of the data, the risks of processing, and the interests of the Client.

41.3 The Supplier shall fully cooperate with any additional security measures requested by the Client, upon the Client's first request, including but not limited to audits, testing, and improvement measures.

42. AUDITS

42.1 The Client shall be entitled to conduct audits at the Supplier, either directly or via designated internal or external auditor(s), to assess (i) the Supplier's organisation and/or (ii) the Supplier's compliance with the Agreement and these Terms and Conditions of Purchase. The Supplier shall respond within five (5) business days of an audit request and render full cooperation, including timely access to facilities, systems, equipment, employees, personnel, and relevant records and information.

- 42.2 The Client shall announce audits in writing with due observance of a minimum notice period of ten (10) business days. The Client shall ensure that audits are conducted in a manner that minimises disruption to the Supplier's business operations, unless this is not reasonably possible or would jeopardise the effectiveness of the audit, for example, in the event of suspected fraud or serious misconduct.
- 42.3 Unless the audit reveals serious misconduct and/or a violation of the Agreement or these Terms and Conditions of Purchase, each Party shall bear its own costs. In the event of such misconduct or a violation, all audit costs shall be borne by the Supplier.
- 42.4 The Supplier shall provide all requested documentation within five (5) business days, or—in the event of suspected fraud or serious misconduct—without delay. The Supplier shall implement the improvements recommended by the auditor(s), to the extent reasonably possible, within thirty (30) days.
- 42.5 The Client shall be entitled to have a penetration test performed by an expert designated by it at least once a year, as well as for each relevant system or application change. If vulnerabilities are identified, the Supplier shall submit a recovery plan within ten (10) business days and fully implement the required measures within thirty (30) business days. Costs of the penetration test shall be borne by the Client, unless it becomes apparent that the information security does not meet the then-current technological standards, in which case these costs shall be fully borne by the Supplier.
- 42.6 The Supplier shall ensure that its subcontractors comply with the obligations of this Article..

CHAPTER 4A– SOFTWARE

This chapter supplements Chapter 4 and applies exclusively in so far as the ICT Performance relates (in part) to Software.

43. DELIVERY OF CUSTOM SOFTWARE

- 43.1 The ICT Performance relating to Software includes the delivery, development and, if agreed, installation of the relevant Software.
- 43.2 If Custom Software is developed, the Parties shall set out in writing which Software is to be developed and how this development will occur.
- 43.3 The Supplier shall develop the Software with care, with due observance of the specifications agreed in writing and on the basis of the information provided by the Client.
- 43.4 The Supplier shall verify the accuracy and completeness of the information and specifications provided by the Client. The Supplier must immediately report any deficiencies to the Client in writing.

44. DELIVERY, INSTALLATION AND ACCEPTANCE OF SOFTWARE

- 44.1 Without prejudice to the other provisions of these Terms and Conditions of Purchase, the delivery, installation and acceptance of the Software (developed or to be developed) shall take place in accordance with the provisions of Article 43.
- 44.2 The Supplier shall inform the Client in good time of the delivery and/or installation of the Software.

- 44.3 The Supplier shall deliver the Software to the Client in accordance with the Agreement and any specifications laid down in writing, on the agreed type and/or format of data carriers or by using telecommunications facilities (online). If agreed in writing, the Supplier shall also be responsible for installation.
- 44.4 All Software delivered or installed by the Supplier within the scope of the Agreement shall be subject to an acceptance test within the agreed terms and in the agreed manner.
- 44.5 The Client shall prepare a signed written test report as soon as possible and forward it to the Supplier. The test report shall record any defects identified and the Client's opinion (approval or rejection). The test report shall not imply that the Software comply with the warranties referred to in Articles 5, 11, 36 and 43 of these Terms and Conditions of Purchase.
- 44.6 If the Client approves the Software, the date of signing the test report shall be deemed the date of acceptance.
- 44.7 If the Client rejects the Software, a second acceptance test shall be carried out within a reasonable period to be determined by the Client. The Client shall prepare an additional test report stating whether the previous defects have been remedied and whether acceptance will still take place.
- 44.8 If the Client rejects the Software, the Supplier shall rectify the defects listed in the test report free of charge within a reasonable period set by the Client. If the Supplier fails to do so, the Client may rectify the defects or have the defects rectified by a third party at the Supplier's expense, and the Supplier shall render full cooperation free of charge and provide all necessary information upon first request.
- 44.9 If the Client rejects the Software again after the second acceptance test, the Supplier shall be in default by operation of law. The Client shall have the right to terminate the Agreement extrajudicially with immediate effect, without further notice of default, and without prejudice to other rights accruing to the Client. In that case, the Client shall not be liable to the Supplier for any compensation.
- 44.10 If the Software does not comply with the warranties referred to in Articles 5, 11, 36 and 43 of these Terms and Conditions of Purchase, the Supplier shall implement all required measures and perform all necessary work within a reasonable period, including providing appropriate alternatives, ensuring that the Software still complies with the Agreement. If the Supplier fails to do so, the Client shall be entitled to implement these measures or have them implemented through third parties at the Supplier's expense.
- 44.11 Performance of an acceptance test or acceptance by the Client shall not affect the Supplier's continued responsibility for the conformity of the Software with the Agreement, including the provisions regarding warranties as referred to in Articles 5, 11, 36 and 43 of these Terms and Conditions of Purchase.
- 44.12 The Supplier guarantees that the Software complies with generally accepted security standards and the security and compliance requirements specified in writing by the Client, including but not limited to measures to protect the confidentiality, integrity, and availability of data. For extensive or critical releases, or if the Client so requests, the Supplier shall have an independent penetration test (pentest) performed by a party approved by the Client prior to acceptance. The Supplier shall provide the Client with the report of this test upon

request and shall rectify all security vulnerabilities identified therein immediately and free of charge. Acceptance of the Software may be suspended until the security vulnerabilities deemed critical by the Client have been patched.

45. WARRANTY

- 45.1 The Supplier warrants that the delivered, installed, developed or to be developed Software is suitable for the purpose as intended by the Client, in so far as that purpose is evident from the Agreement or the circumstances.
- 45.2 The Supplier warrants that the Software is free from errors, viruses, security vulnerabilities and other defects that could impede its functioning and that it is in accordance with the agreed specifications and functional requirements.
- 45.3 The warranty also includes that the Software shall be compatible with the ICT environment of the Client and/or the relevant clients of the Client, as disclosed prior to or upon conclusion of the Agreement.
- 45.4 If corruption or loss of data occurs as a result of defects in the Software within the warranty period, the Supplier shall, upon the first request of the Client, restore the corrupted and/or lost data, to the extent that this is reasonably possible, and free of charge.
- 45.5 The provisions of this Article shall not affect the remaining warranty obligations of the Supplier under the Agreement and/or the law.

46. USE OF OPEN-SOURCE SOFTWARE

- 46.1 If the Supplier uses open-source software (in whole or in part) in the implementation of the ICT Performance, it shall verify the quality of that software prior to use. Furthermore, the Supplier shall carefully investigate whether, and if so by whom and with what result, any IPR claims have been made or are reasonably expected to be made in respect thereof.
- 46.2 Prior to using open-source Software, the Supplier shall inform the Client in writing of the applicable provisions of the relevant open-source licence conditions that will apply to the Client. The Supplier shall furthermore provide the Client with a copy of the applicable licence conditions.

47. SOFTWARE MAINTENANCE

- 47.1 If the Client maintains the Software itself, or has it maintained by a third party, the Supplier shall, at the Client's request, provide support in this regard for a market-based fee. To this end, the Supplier shall provide the Client or a third party engaged by the Client with the necessary (additional) information upon request. The foregoing shall apply correspondingly to any management activities related to the Software performed by the Client itself or by a third party.
- 47.2 If maintenance of the Software has also been agreed between the Client and the Supplier, the relevant provisions of the Agreement shall apply.

CHAPTER 4B– CLOUD SERVICES

This chapter supplements Chapter 4 and applies exclusively in so far as the ICT Performance relates, in whole or in part, to a Cloud Service.

48. SERVICES

- 48.1 The Supplier shall provide the Cloud Service agreed with the Client, which shall be understood to mean: the realisation of the Cloud Service as well as the implementation of corrective, preventive and innovative management thereof.
- 48.2 The provision of a Cloud Service shall include, in any case:
- a. implementing the Cloud Service and maintaining stable internet connections through the Cloud Service;
 - b. providing adequate manpower and technical resources for optimal operation of the Cloud Service;
 - c. rectifying malfunctions and guaranteeing the continuous availability of the Cloud Service;
 - d. implementing adequate security measures to protect the availability, integrity and confidentiality of data, including:
 - measures to prevent unauthorised access to or unauthorised modification of data;
 - providing backups of systems and data at times to be agreed with the Client;
 - providing or ensuring the availability of fallback facilities if the Cloud Service is (temporarily or permanently) unavailable or unusable for any reason;
 - e. providing user support.
- 48.3 The Supplier shall not be entitled to disable the Cloud Service, in whole or in part, outside of the agreed maintenance windows (service windows).
- 48.4 The Supplier shall only perform those services that have been explicitly agreed in writing with the Client.
- 48.5 The Supplier shall perform the agreed Cloud Service diligently, in accordance with the arrangements and procedures as agreed in writing with the Client.
- 48.6 The Supplier shall perform the Cloud Service exclusively on behalf of the Client.
- 48.7 Upon the Client's first request, the Supplier shall provide the Client with a Service Level Agreement (SLA) and/or a Dossier Agreements and Procedures (DAP) in line with market practice, tailored to the relevant services, or shall use a version drawn up by the Client. The Service Level Agreement shall in any case include warranties with respect to availability, response times and resolution times in line with market practice.

49. ADDITIONAL OBLIGATIONS

Changes

- 49.1 The Supplier shall perform innovative management on the Cloud Service. This shall be understood to mean: the scheduled implementation of changes of an adaptive, additive and/or perfective nature, as part of which the specified standard functionality of the information system is modified in a controlled manner.

- 49.2 The Supplier shall be entitled to implement changes to the content or scope of the Cloud Service and the associated applications, at the request of the Client or otherwise.
- 49.3 If a change results in adjustments in processes or procedures at the Client, the Supplier shall notify the Client thereof in writing in a timely manner. In that case, the Client shall be entitled to terminate the Agreement in writing with effect from the date on which the change takes effect.

Malfunctions and Corrective Management

- 49.4 The Supplier shall perform corrective management on the Cloud Service. This shall be understood to mean: responsive and ad hoc repair of malfunctions in the information system, i.e. deviations from the specified standard functionality, as quickly as possible and in any case within the agreed service levels.

Preventive Management

- 49.5 The Supplier shall perform preventive management on the Cloud Service. This shall be understood to mean: carrying out proactive work such as routine and periodic checks, analysing error messages and malfunction logs, and performing trend analyses for the purpose of early problem detection.
- 49.6 Any follow-up actions resulting from these analyses shall fall under innovative management within the meaning of Article 49.1.
- 49.7 Specific and, where applicable, additional preventive work shall be agreed in writing between the Client and the Supplier prior to the provision of the service.

Service Requests

- 49.8 The Client may submit additional service requests to the Supplier, including requests for advice, functional questions, and requests relating to access, information or support. Such requests shall be processed on an ad hoc basis in consultation between the Client and the Supplier.

Availability of the Supplier

- 49.9 If the Cloud Service also includes support for end-users, the Supplier shall provide telephone or electronic support with respect to the use and functioning of the agreed Software and the Cloud Service.

Cloud Architecture and Audit Rights

- 49.10 If the Supplier provides (Private) Cloud Services within the scope of the Agreement, the Supplier shall provide the Client, upon first request, with complete and up-to-date clarity regarding the Cloud Architecture used, including the logical and physical structure, data flows, security layers and hosting locations used.
- 49.11 The Client shall be entitled to have the Cloud Architecture, security measures and procedures used by the Supplier audited by an independent third party, with due observance of reasonable confidentiality and security requirements. The Supplier shall fully cooperate and provide the necessary access to relevant documentation, systems and personnel.

Information Security and Testing Obligations

- 49.12 The Supplier shall periodically perform security scans (vulnerability scans) to identify and remedy vulnerabilities in the delivered systems and services. The frequency and scope of these scans must be in accordance with generally accepted security standards, such as ISO/IEC 27001 or NIST.
- 49.13 At least once a year, and each time there is a significant change in the Cloud Environment or the underlying infrastructure, the Supplier shall be required to have an independent penetration test (Pentest) performed by a certified party. The results of this test, including the corrective measures to be implemented and the schedule for their implementation, shall be provided to the Client upon request.
- 49.14 The Supplier shall rectify any identified security risks or vulnerabilities without delay, but no later than within a reasonable period after detection, and inform the Client regarding the nature of the risk, the measures implemented, and any remaining residual risks.

50. AVAILABILITY AND REMEDIAL OBLIGATIONS

- 50.1 The Supplier guarantees that the Cloud Service will function flawlessly and without interruption, where applicable, in accordance with the provisions of the applicable Service Level Agreement.
- 50.2 If the Cloud Service has been developed by the Supplier itself, it shall endeavour to resolve any malfunctions within a reasonable period. With respect to Cloud Services not developed by the Supplier itself, the Supplier shall make every effort to (cause to) resolve any malfunctions.
- 50.3 The Supplier shall be entitled to implement temporary solutions, programme bypasses or problem-avoiding limitations in the Cloud Service, provided that these guarantee the continuity and functionality of the service.
- 50.4 The Supplier shall restore corrupted or lost data, in so far as this loss or corruption is attributable to the Supplier.

51. TERMINATION AND TRANSFER OF CLOUD SERVICES

- 51.1 To guarantee the continuity of the provision of information, the Supplier shall, in the event of (intended) termination of the Cloud Service, irrespective of the reason thereof, render full and timely cooperation and offer appropriate support in the transfer of data, services and other measures required for the uninterrupted continuation of the use of data, Software and/or the Cloud Service by the Client or a third party designated by the Client. This obligation shall also apply during a transition period in which the Client switches to another supplier or platform.
- 51.2 At the Client's request, the Supplier shall continue to provide the Cloud Service temporarily after the expiry or termination of the Agreement for the purpose of an orderly exit and transfer. Continuation shall last for a period to be reasonably determined by the Client and at reasonable rates, which in no case may exceed the rates that applied immediately prior to termination of the Agreement.
- 51.3 The Supplier warrants that all data stored or processed by or on behalf of the Client shall remain the property of the Client at all times. The Supplier shall process this data exclusively

in accordance with the Client's instructions and shall, upon termination of the Agreement, transfer it in full, in a legible and commonly used format upon the Client's first request, following which the Supplier shall carefully and verifiably delete all copies of that data.

- 51.4 The Cloud Service provided by the Supplier, as well as the equipment, Software and other resources used in connection therewith, shall remain the property or IPR of the Supplier or its suppliers, unless expressly agreed otherwise in writing. This provision shall not affect the Client's ownership and/or right of use of its own data, configurations, user settings, Documentation and other materials supplied by or on behalf of the Client.
- 51.5 The Client shall not owe the Supplier any compensation for performance of the obligations set out in this Article 49 by the Supplier if termination of the Agreement is wholly or partly due to an attributable failure or negligence on the part of the Supplier. In that case, all related costs shall be fully borne by the Supplier.