

## Terms and Conditions

### General Terms and Conditions of Purchase of:

Altrna Direct N.V.  
De Huchtstraat 35  
1327 EC Almere

Chamber of Commerce No.: 67524370 (GTCP AD 03.2018)

### Article 1: Applicability, definitions

1. These General Terms and Conditions of Purchase apply exclusively to all orders, contracts and order releases as well as modifications and supplements thereto (hereinafter to be referred to as: "the Agreement") between Altrna Direct N.V., established in Almere (hereinafter to be referred to as: "the User") and the supplier (hereinafter to be referred to as: "the Other Party" or "the Supplier").
2. The applicability of the general terms and conditions of the Supplier are explicitly excluded and insofar as these are previously agreed upon and either conflict with or supplement these General Terms and Conditions of Purchase shall no longer be recognized unless a separate overriding written contract has been entered into and signed by the parties. (Standard) reference(s) to terms and conditions of the Supplier on invoices, orders and other (contractual) Documents are objected to and rejected and will be deemed a material alteration hereof. No rights can be derived from such reference. Payment or acceptance of the Items delivered by the Supplier to the User does not constitute an Agreement.
3. Once these General Terms and Conditions of Purchase have been applicable to a legal relationship between the User and the Supplier, the Supplier is deemed to have consented in advance that these General Terms and Conditions of Purchase shall also and automatically apply to all other (either repeat or partial) orders and agreements entered into and to be entered into thereafter between the User and/or any of its affiliates as purchaser and the Supplier.
4. Any term or reference in these General Terms and Conditions of Purchase shall be deemed to include the feminine or neuter genders and all singular words shall include the plural, and plural words shall include the singular.
5. The following definitions apply.
  - a. "Documents": any document to be provided by the Supplier for the purpose of or in relation to the delivery, such as warranty/guarantee certificates, operating instructions, maintenance instructions, manuals and instruction leaflets, to be provided alongside the delivered Items by the Supplier. This may concern both physical and digital documents;
  - b. "Information": both the Documents as the other (oral) data that is (to be) provided by the Supplier;
  - c. "In writing": by letter, mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices;
  - d. "New": the Item is 100% new and has a sealed box with tape from the manufacturer. The Item may have been pre-owned but is absolutely 100% new, never used;
  - e. "New-retail": this describes Items that are purchased new from a distributor or manufacturer; they are intended for re-sale and carry a manufacturer's warranty;
  - f. "New open box - may be missing some accessories": indicates the Items that may have been opened and some of the accessories are missing. It is highly possible that these Items may be part of the cancelled configured orders or demo stock that has not been used but has been kept in the original packaging, maybe subject to warranty. These Items come with a warranty;
  - g. "Unused - sealed in the original packaging": this describes the Items that have never been used and the package has not been opened. It may be the excess inventory that has been stored for some time. In some cases, the manufacturer's warranty may have expired;
  - h. "Offer": any Offer from the Supplier, whether or not in the form of a written quotation which is superseded by a prevailing (purchase) order (hereinafter to be referred to as: "the Order") from the User.
  - i. "Purchaser": the purchaser of the User, the natural person or legal entity to whom the User has resold the Items supplied - either for own use or otherwise;
  - j. "Refurbished": indicates the Items that definitely have been used and may properly have some form of Smartnet or maintenance contract. However, the Items may be re-sprayed and refurbished by the Supplier's supplier through a highly standard procedure and restored in a plain box;
  - k. "Used products": indicate that the Items have been used and come with a 30 day warranty. The Supplier is obliged to describe the condition of used Items to the User. It is the User's decision whether or not it want to purchase the Item;
  - l. "Factory refurbished/ certified refurbished": these are used Items that were tested and re-sprayed by the OEM. These Items come with a warranty;
  - m. "Wholesale": used Items that that are in mint condition sold by the OEM through selected partners. These Items come with an OEM warranty and original boxes and can be recognized by the letters WS after the part number;
  - n. "Website": the website of the User: [www.alturna.direct](http://www.alturna.direct).
6. The User is entitled to alter the General Terms and Conditions of Purchase. Alteration(s) will become valid once the(se)y have been published on the Website unless the Other Party objects to the alteration(s) in writing within 30 (thirty) days after the(se)y have been published.
7. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. Where a provision proves to be invalid, for any reason whatsoever, the User and the Other Party shall be deemed to have agreed upon a valid provision that approximates the invalid provision where possible in terms of purpose and scope.

### Article 2: Offers and prices

1. The Supplier shall clearly state the following in its Offer:
  1. the specifications, numbers, quantities, delivery terms and prices that apply to the Offer;
  2. which costs are included in the price or not;
  3. whether the price is inclusive or exclusive of BTW (Dutch VAT);
  4. whether the delivery term and/or price depend on variable factors or specific circumstances or not, such as current prices, seasons, availability of raw materials, parts etc.;
  5. its term of validity. If no term is stated, the Offer is deemed to be valid for at least 1 (one) month after its date. Within this term, the Offer cannot be revoked.
2. Prices offered are fixed and all-inclusive, unless Parties explicitly agree otherwise in writing in the form of an Order issued by the User with an official PO-number. Additional costs which have not been explicitly accepted in writing by the User prior to delivery are not eligible for payment.
3. Samples, models, specimens and Documents (hereinafter to be referred to as: "the Samples") displayed or provided by the Supplier as well as dimensions, weights, colours, features, capacities included or stated in the Offer and any other specifications and descriptions (hereinafter to be referred to as: "Supplier's Specification") shall be accurate and complete. The User can rely on it that the Items to be delivered correspond with the Samples and the Supplier's Specification.

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4. The User may keep the Samples referred to in the previous paragraph, unless Parties agree otherwise in writing.
5. The costs to make the Offer are at the expense of the Supplier.

## Article 3: Establishing agreements

1. All requests by the User to the Supplier to make an Offer are without engagement/non-binding.
2. An Agreement is established by:
  - a. acceptance in writing of an Offer of the Supplier by means of the prevailing Order of the User;
  - b. acceptance in writing by the Supplier of the prevailing Order of the User. If this confirmation should differ from the Order, the User shall only be bound to it after the User has agreed to the difference(s) in writing, and/or
  - c. by signing an written contract by both parties.
3. The Supplier shall not have the right to object to the manner in which the Agreement was executed as a defence to the enforcement of the Agreement.
4. The Supplier is not entitled to assign the performance of the Agreement or any part thereof to third parties, or to cede or pledge to third parties any rights or claims that the Supplier may have against the User under the Agreement, without the written consent of the User.
5. Data extracts from (computer) systems of the User provide compelling proof regarding the content of received data and/or sent data up until the moment irrefutable counter evidence is provided.

## Article 4: Changes

1. Until delivery of the ordered Items has taken place, the User may change the content and/or scope of its Order at no (additional) cost.
2. If a change requested by the User should have consequences for the agreed price and/or delivery term, the Supplier shall inform the User of this in writing within five (5) working days after notification of the requested change, yet no later than one (1) day prior to the initial agreed delivery day, unless such is deemed unreasonably. If Parties fail to reach an Agreement about the new price and/or delivery term, the User may terminate the Agreement, in full or in part, with immediate effect by means of a written statement to the Supplier without being obliged to pay for any damage, costs or interest.
3. If the Supplier is not able to supply the ordered Items - for example because they are no longer included in its range - and is only able to offer a more expensive alternative, the User is entitled to the delivery of this alternative at the price of the originally ordered Items. If the Supplier does not agree to this or is not able to supply alternative Items, the User may terminate the Agreement, in full or in part, with immediate effect by means of a written statement to the Supplier. The Supplier shall pay compensation for any loss the User may incur.

## Article 5: Confidential information

1. The Supplier shall treat and undertake to observe confidentiality of all information concerning the (content of the) Agreement or the Order as well as all (other) information that the Supplier has obtained in the context of concluding and executing the Agreement from or about the User in confidence, including but not limited to: transactions contemplated by these General Terms and Conditions, and negotiations concerning the same, secrets or confidential commercial, financial, marketing, technical or other information, compatibility information, User's Knowhow, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of the Agreement which the other Party knows or has reason to know is confidential, together with any reproductions of such information in any form or medium or any part(s) of this information. The Supplier only provides this information to its employees or other third parties insofar as necessary for the execution of the Agreement and only with the prior written approval of the User.
2. The Supplier shall take every reasonable precautionary measure in order to maintain confidentiality of this information. This duty of confidentiality also applies to its employees and third parties which are involved in the execution of the Agreement under Supplier's responsibility.
3. The obligation of confidentiality does not apply if the Supplier, as a result of law and/or regulations or a court order, must disclose confidential information and cannot rely on a legal nondisclosure right or privilege permitted by a court. This exception also applies to the employees and other persons referred to in the previous paragraph.
4. The Supplier may not use the name of the User and/or the content of the Agreement as a reference, without the prior written approval of the User.

## Article 6: Privacy, data processing and security - general -

1. Parties shall implement all appropriate technical and organizational measures to ensure the protection of the data it processes, against accidental or unlawful destruction, or accidental loss, falsification, unauthorized disclosure or access, in particular when the processing involves the transmission of data over a network, and against all unlawful forms of processing. These measures, taking into account the state of the art and the costs of implementation, will guarantee an appropriate level of security, with a view to the risks involved in the processing and with regard to the nature of the data to be protected.
2. In case of any (intention of) processing by the Supplier of personal data from the User - including its agent and employees - it shall first obtain an explicit and written approval/consent regarding such processing, which approval/consent shall not be withheld unreasonably.
3. The Supplier shall at first request of the User and within 24 hours after such request, inform the User in writing of the way and manner in which it ensures full compliances with all applicable privacy regulations.
4. The Supplier is obliged to notify the User no later than 24 hours upon occurrence of any data breach/leak in its systems and provide as a minimum the following information to the User:
  - a. Cause of the breach;
  - b. Actual and expected damage(s);
  - c. Preventive measurements taken/ to be taken, and
  - d. Scope of the breach, including but not limited to a complete overview of the affected parties / data subjects.
5. The Supplier indemnifies and holds harmless the User against claims deriving either directly or indirectly from a violation of any applicable privacy regulation due to the processing of personal data by or on behalf of the Supplier in the widest sense.
6. The Supplier assumes all responsibility, accountability and liability for any breach of data security and shall safeguard the User and/or any of its affiliates for any such damages, costs and the likes suffered by the User and/or any of its affiliates due to such a breach.

## Article 7: Collection of data by the User

1. The User may collect and process personal data - such as email, phone number, names and other contact details of the Supplier's representatives, employees, ultimate beneficiary owner and other data subjects (hereinafter referred to as: "Data Subjects") - in connection with the execution of its services and/or within the framework of this Agreement.
2. Subject to Article 6.1 here above the User will at all times act in accordance with the General Data Protection Regulation and adequately secure the personal data it's provided with.
3. In case personal data is processed such processing shall take place in accordance with Users' Privacy Policy as published on the Website and the applicable laws and regulations.
4. The Supplier confirms that it has informed its employees, its representatives, its contact persons, the beneficial owners and the Data Subjects of the processing undertaken

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by the User and of the sharing of the (personal) data as described in this Article and that it has received their prior written consent in this regard.

5. If the User processes personal data, this Article will apply as a processor's Agreement between the User and the Supplier, in which the Supplier will be designated as responsible party within the meaning of the General Data Protection Regulation and the User as processor.
6. The personal data the User receives from the Supplier will only be processed for the purpose of supplying services and Items. Without the explicit approval of the Supplier in writing, the User will refrain from using the personal data for its own objectives, or those of third parties.
7. The User undertakes not to transfer the personal data to any third parties, except if required by law or authorized by the Supplier or in cases specified in the applicable Privacy Policy.
8. All Data Subjects have a right to data portability and a right to access their personal data and may ask for rectification where such personal data is inaccurate or incomplete and/or deletion of their personal data in a manner as detailed in the applicable Privacy Policy.

## Article 8: Delivery, delivery terms

1. Time is of the essence and agreed delivery terms are therefore strict deadlines. The Supplier is obliged to notify the User immediately in writing in the event of an imminent expiry of the agreed delivery term, stating the expected length of the delay. If the Supplier fails to meet the agreed terms of delivery it will be in breach without any further notice of default or judicial intervention being required. The User may then fully or partially terminate the Agreement with immediate effect by means of a simple notification to the Supplier without being obliged to pay compensation for damages, costs or interest and without prejudice to User's other rights.
2. Notwithstanding the provisions of the previous paragraph, the User may, in the event of expiry of an agreed term impose for each week a fine of 1% of the invoice amount of the concerned Items, with a maximum of 10% of the invoice amount. Parts of a week shall be computed as a full week. This does not affect the User's entitlement to compensation for the loss that User has actually suffered.
3. Without the User's prior written permission, the Supplier may not supply the ordered Items in part deliveries.
4. The risk of Items to be delivered transfers to the User the moment these Items arrive at the agreed location or have been collected by the User and the User has signed a delivery note related to the Items.
5. Dispatch or transport of the Items shall take place at the expense and risk of the Supplier. The Supplier shall be liable for any damage of whatever nature that is related to the dispatch or the transport of the Items.
6. The User may postpone the delivery for a reasonable term, without being obliged to pay the Supplier compensation for damages, costs or interest. During this term the Supplier shall store the Items in proper packaging, separated from any other Items and clearly marked as the User's Order and in such a manner that the Items shall not deteriorate in quality.
7. As part of the Agreement the Supplier shall deliver all the (spare) parts, accessories, Documents, including but not limited to a REACH-statement including supporting report(s), a CE-declaration including supporting reports proving compliance with the relevant EU-legislation (e.g. EMC and RoHS), an IEC 60825 certificate or equivalent, an IEC 60950 certificate or equivalent an accession number including acknowledgement letter and other attachments or Documents belonging to the Items or requested by the User.
8. Unless explicitly agreed differently in writing the Supplier shall ensure that all Items to be delivered are original OEM products and have legitimate serial numbers, affixed test sheets, power supplies, screws, handles and rack mounts and are fully certified for (re)sale in at least the following area: the United States of America, Europe, the European Union and Canada.
9. If the User has made documents and/or Items available for the benefit of the delivery to the Supplier, the Supplier shall return these document/Items immediately upon his request - yet upon delivery of the ordered Items at the latest - to the User.
10. the Supplier shall comply with all applicable export control, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") and shall actively advise the User without undue delay on any information and data required by the User to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:
  - a. all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
  - b. the statistical commodity code according to the current commodity classification for foreign trade statistics ;
  - c. the HS (Harmonized System) coding;
  - d. the country of origin (non-preferential origin);
  - e. Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers);
  - f. An accession number of the Food and Drug Administration of the United States of America (FDA).
11. In case of any breach of the obligations referred to in this Article the Supplier shall be fully liable for any expenses and/or damage deriving of such breach and indemnifies and hold harmless the User from any claim of any third party based upon such breach.

## Article 9: Packaging

1. The Supplier shall pack the ordered Items in such a manner that no damage can occur during despatch or transport. The Items must at least be wrapped in 15 cm of bubble wrap.
2. If the Supplier delivers the Items in packaging that is designated to be used several times, it shall clearly state this on this packaging. The Supplier shall also mark the packaging as its identifiable property by stating the Supplier's name, logo or other clear indication on it and it shall also collect the packaging. If the User returns the packaging to the Supplier, it shall take place at the expense and risk of the Supplier.
3. The Supplier shall clearly state on the packaging the type of Items, the quantities and the order numbers or any other reference numbers provided by the User.

## Article 10: Inspections, complaints

1. The User has the right to inspect and to test the Items at all times and without obligation thereto both during production, processing and storage, and after the delivery, or have them inspected. The Supplier shall give its full cooperation to this free of charge. If the testing/ inspection cannot take place at the agreed time or they must be repeated due to actions of the Supplier, the costs arising from this and/or the loss of the User shall be at the expense of the Supplier
2. In case that during an inspection defects, failures or other nonconformities emerge, the User will notify the Supplier of this in writing within 90 days after the inspection has taken place. The Supplier shall at User's sole discretion either remedy the defects within a reasonable term set by the User, in accordance with the provisions of Article 11 or take back the rejected Items against full indemnification and reimbursement.
3. The testing/inspection of the Items by or on behalf of the User does not infer or imply that the Item complies with the warranties/guarantees given in Article 11 or that it's in conformity with the Order or Agreement
4. Notwithstanding any testing/inspection pursuant to this Article, the Supplier shall remain fully responsible for the Items and any such testing/inspection shall not diminish or otherwise affect the Supplier's obligations under the Agreement.
5. User's right to carry out further inspections of specific Items shall in all cases remain unaffected.
6. The complaint obligation by virtue of Section 6:89 Dutch Civil Code and Section 7:23 Dutch Civil Code is excluded.
7. If the delivered Items are destined to be processed in, on or to other Items and the processing shall only take place after the warranty/guarantee period agreed between the Supplier and the User has expired, the User may suspend the inspection of the delivered Items as well as the notification of failures etc. found during this inspection until

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such time that it's actually processing the Items. If possible, the User shall give the Supplier an indication of the length of the suspension.

8. Bills of lading, packing slips, etc. signed by the User are only valid as proof of receipt of the delivered Items, but may not be regarded as acceptance of these Items.
9. All costs that the User has to incur in connection with having resolved/resolving the complaints of a Purchaser shall be at the expense of the Supplier.

## Article 11: Warranty/Guarantees

1. The Supplier is responsible for ascertaining exactly what Information and/or which Documents are required for the Items, failing which it shall be deemed to be acquainted with (a) the purpose for which the Items are intended, and (b) the circumstances in which the Items are to be made.
2. The Supplier warrants/guarantees that the delivered Items:
  - a. are of good quality and free from failures and defects;
  - b. are free from encumbrances;
  - c. possess those dimensions, weights, colours, features, capacities, etc. that Parties have agreed on and furthermore possess all features that the User may reasonably expect;
  - d. shall be delivered in full and ready for use;
  - e. are suitable for the purpose that the User wishes to use them for/for which the Items - considering their nature/according to the Order or Agreement - are destined to be used;
  - f. meet all legal (safety) requirements applicable e.g. in Europe, the European Union, the United States of America and Canada;
  - g. comprises all relevant certificates, statements, declarations, installation instructions, operating instructions, specifications, drawings, reports, tax related information and other Documents, and
  - h. are asbestos free.
3. The Supplier provides the applicable warranty/guarantee certificates to the User immediately upon delivery.
4. If, within the warranty/guarantee period, it appears that the delivered Items are non-conform and/or do not meet the requirements referred to in paragraph 2 or any other additional requirements as incorporated in a warranty/guarantee certificate and the User claims the agreed warranty/guarantee, the Supplier shall make arrangements for repair or replacement of the Items free of charge or provide a refund or reduction on the agreed purchase price. This is at the discretion of the User. Any additional damage will be subject to the provisions of Article 12 .
5. If the Supplier fails to fulfil its repair obligation and/or fails to complete its repair obligation within the set term - as well as in urgent cases - the User shall have the right to carry out the necessary repairs, or have them carried out by third parties, for the account and risk of the Supplier.
6. If no explicit warranty/guarantee period has been agreed, a period (of):
  - a. 90 days after delivery shall apply for the Items mentioned under Article 1.5.j;
  - b. 30 days after delivery shall apply for the Items mentioned under Article 1.5.k;
  - c. one year after delivery shall apply for the Items mentioned under Article(s) 1.5.d and 1.5.e and 1.5.f and 1.5.g and 1.5.l, and
  - d. equal to the OEM- warranty shall apply for the Items mentioned under Article 1.5.m.
7. For Items that are destined to be processed in, on or to other Items, the warranty/guarantee period shall not commence until the day of processing.
8. If the Items are intended to be resold, the warranty/guarantee period shall not start until the day that the Items have been received by the Purchaser.
9. In the event of repair or replacement during the warranty/guarantee period, a new warranty/guarantee period shall be established for the repaired or replaced Items and for all other Items which were unusable as a result of the defect. The new warranty/guarantee period shall become effective from the time of commissioning or putting the Items into service after repair or replacement of the Items.
10. The Supplier warrants/guarantees that it has authorization from the brand-owner to sell the delivered Items within Europe, the European Union, the United States of America and Canada as well any other part of the world where the User conducts its business. The Supplier is not entitled to recover the Items from the User if it turns out that it wasn't authorized to (re)sell the Items. The Supplier agrees to assume full responsibility for and shall indemnify the User against claims, lawsuits, damages, losses, liabilities, settlements or payments flowing from infringement of patents, copyrights, trademarks or any other intellectual property right of any third party.
11. The Supplier is aware that the User consigns the Items to its customers and Purchasers all over the world. This does not invalidate a claim by the User under any warranty/guarantee or on account of non-conformity, and the Supplier shall in such a case remedy the defects in accordance with the provisions of this Article. The User is entitled to assign the warranty/guarantee rights to its customers and Purchasers at any time.
12. The provisions of this Article do not exempt the Supplier from its liability under law.

## Article 12: (Product) Liability

1. The Supplier is liable for all damage and losses the User incurs either directly or indirectly as a result of a defect in the Items/deliveries due to a failure of the Supplier to meet its obligations under the Order or Agreement, the applicable warranty/guarantee and these General Terms and Conditions of Purchase or by reason of an unlawful act, a violation of official safety regulations or other reasons attributable to or which lies within the responsibility of the Supplier.
2. The Supplier shall assume full responsibility and shall indemnify, defend and hold the User, its affiliated companies, and its respective officers, directors, employees, customers, users and agents (hereinafter collectively to be referred to as: "Indemnitees") harmless from and against all allegations, suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorneys' fees (hereinafter collectively to be referred to as: "Damages"), received or sustained by any person(s) or property, arising out of, occasioned by, attributable or related to i) the Items/deliveries; ii) any breach of any representation or warranty made by Supplier; iii) any failure by the Supplier to perform or fulfill any of its covenants or due to its acts or omissions; iv) any litigation, proceeding or claim by any third party relating in any way to the obligations of the Supplier; or v) any act or omission, negligent or otherwise, in the performance of any contract, whether by Supplier, its subcontractors or employees. If, based on no-fault liability vis-à-vis third parties, claims are made against the User on the basis of foreign law which may not be varied by Agreement between the parties, the Supplier shall further intercede on User's behalf to the same extent as if the Supplier were directly liable to the third party.
3. The Supplier represents and warrants to the Indemnitees that the Items/deliveries shall not infringe any intellectual property rights including, without limitations, claims arising from patent, copyright, trademark, trade secret, or other intellectual property infringement. The Supplier agrees to hold the Indemnitees harmless from and defend the Indemnitees against any such (alleged) claim of intellectual property infringement, including any Damages resulting from that claim, the cost to Indemnitees of complying with any preliminary or permanent injunction, and all other costs of defense (including the attorneys' fees and costs), in connection with any breach of the foregoing.
4. The Supplier shall assume all costs and expenses - including the costs of any legal action - the User may incur as a result of any of the circumstances referred to in this Article.
5. The User reserves the right to conduct settlement with its customers and/or other effected third parties where necessary for business purposes and without the Supplier's liability being affected in any way by such settlement. The Supplier is obliged to take out insurance and remain insured against the liability referred to in this Article and shall allow the User inspection of the insurance policy and the accompanying premium payment receipts on its first demand.

## Article 13: Invoicing and payment

1. Unless Parties agree otherwise in writing, payments shall be made within a payment term of 45 days after receipt of a clear and correct invoice, provided that the delivered

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Items have been approved by the User and all related documentation, including the correctly addressed and complete invoice is received by airmail. Invoices enclosed in the packaging shall not be accepted.

2. An invoice is considered clear and correct if it contains at least the following details:
  - a. description of the delivered Items and the delivered numbers or quantities;
  - b. date of delivery;
  - c. contract number (if applicable);
  - d. order number (if applicable);
  - e. project name or project number if provided by the User;
  - f. VAT number.
3. the User is entitled to suspend payment in the event that (1) the invoice does not comply with the requirements referred to in paragraph 2 up until the moment all requirements are fulfilled or (2) the Supplier fails to fulfill one or more obligations and - unless fulfillment has become permanently or temporarily impossible - fails to fulfill these obligations within 30 days after the date of a written notice of default issued by the User.
4. The agreed payment terms shall never be final deadlines. If the User fails to meet its payment obligations (on time), the Supplier must give notice of default to the User and grant the User a reasonable time to meet these payment obligations at a later date.
5. In the event of the User being liable to pay interest due to untimely performance of its payment obligations, this shall never be higher than the refinancing interest rate of the European Central Bank (ECB).
6. Payments by the User shall always relate to the specific invoice stated and may never be attributed to any other claim that the Supplier has against the User, without the prior consent of the User.
7. The User may at all times set off the invoice amounts against claims that the User or any of its affiliates still has against the Supplier or any of Supplier's affiliates or shall have against the Supplier or any of Supplier's affiliates within the invoice term.
8. Payment by the User does not imply acknowledgement by the User that the Items comply with the Agreement.

## Article 14: Intellectual property rights

1. The User is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the documents and/or Items provided to the Supplier by the User, whether or not for the benefit of the Offer. These documents and/or Items shall furthermore remain the property of the User. The Supplier shall return these documents, including any copy thereof, immediately on the User's request free of charge. The exercise of these rights, both during and after the execution of the Agreement, is explicitly and exclusively reserved to the User.
2. This means, among other things, that the Supplier may not:
  - a. use any documents or Items supplied by the User outside the context and the purpose indicated by the User;
  - b. multiply, supply to third parties or give any third party the right of inspection of any documents supplied by the User;
  - c. supply to third parties, copy, change reproduce, etc. Items or parts supplied by the User; without the prior written permission of the User.
3. Unless Parties agree otherwise in writing, the User shall be granted a perpetual right of use by the Supplier for the delivered Items free of charge in the form of a worldwide, non-exclusive and transferable license.

## Article 15: Bankruptcy, loss of power to dispose of property, etc.

1. The User may terminate the Agreement without any notice of default by a written statement to the Supplier, at the time when the Supplier:
  - a. is declared bankrupt or files for bankruptcy;
  - b. applies for (temporary) suspension of payment;
  - c. is affected by enforceable seizure;
  - d. is placed under guardianship or judicial supervision;
  - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. The Supplier shall always inform the guardian or administrator of the (contents of the) Agreement and these General Terms and Conditions or Purchase.

## Article 16: Force majeure

1. In the event of force majeure of the Supplier or the User, the latter may terminate the Agreement by means of a written statement to the Supplier or suspend compliance with its obligations towards the Supplier for a reasonable term without being obliged to pay any compensation.
2. Force majeure means circumstances beyond a party's control in the sense of Section 6:75 Dutch Civil Code and shall on the part of the User include the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of the User or a threat of these, disruption of existing exchange rates at the time the Agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike.
3. Force majeure on the part of the Supplier in any event does not include: shortage of personnel, strikes, default by third parties called in by the Supplier, breakdown of auxiliary materials, liquidity or solvency problems of the Supplier and government measures against the Supplier.
4. If force majeure occurs when only part of the Agreement has been executed, the Supplier shall in any case be obliged to fulfil its obligations towards the User until that moment.
5. The Supplier shall inform the User with immediate effect of an occurring or impending force majeure situation on its part, followed by a written confirmation stating the consequences that the force majeure situation shall have (is expected to have) for the agreed delivery(ies).

## Article 17: Miscellaneous

1. The Supplier shall be obliged to act in accordance with the Code of Conduct of the User as published on the Website of the User and inflict said Code of Conduct to any of its supplier, contractors or the likes.
2. Under no circumstances is the Supplier allowed to act or conduct business contrary to the International Labour Organisation (ILO) standards, be or get involved with any form of corruption, infringement of any basic human rights that employees are entitled to, child labour activities or any other act jeopardising the health, welfare and safety of its employees.
3. The Supplier shall further be obliged to act in accordance with the applicable environmental protection regulations in the countries in which the User conducts its business.

## Article 18: Applicable law, jurisdiction

1. The Agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. The Agreement to which these General Terms and Conditions of Purchase apply constitutes the entire Agreement between the Parties. It supersedes any previous

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Agreement or understanding between the Parties in regards to this matter.

4. Any disputes will be submitted to the competent court in the place where the User is established, although the User shall always retain the right to submit a dispute to the competent court in the place where the Supplier is established.

5. If the Supplier is established outside the Netherlands, the User shall have the option to submit the dispute to the competent court in the country or the state where the Supplier is established.

Date: March 2018