

General Terms and Conditions of Purchase de Volksbank N.V.

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General terms and conditions of purchase for de Volksbank N.V.

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CHAPTER 1. DEFINITIONS

1 Definitions

These General Terms and Conditions of Purchase apply to all Agreements between Customer and Supplier relating to the purchase and/or delivery and/or transfer of Products and the provision of Services by Supplier and to Goods made available by Customer and stored at Supplier.

In these General Terms and Conditions of Purchase, the following terms have the stated meaning and are written with a capital letter.

- 1.1 Affiliated Companies
Third parties that are group companies within the meaning of Section 2:24b of the Dutch Civil Code that form part of the group to which the Customer belongs.
- 1.2 Agreement:
An agreement between Customer and Supplier for the delivery of Products and/or the Services, whether or not accompanied by documentation and/or appendices, to which these General Terms and Conditions of Purchase apply and of which these General Terms and Conditions of Purchase form an integral part. Customer may provide various orders under an Agreement that will be an integral part of said Agreement.
- 1.3 Customer:
de Volksbank N.V., having its registered office and principal place of business at Croeselaan 1, 3521 BJ Utrecht..
- 1.4 General Terms and Conditions of Purchase:
These General purchasing terms of Customer.
- 1.5 Goods:
All goods made available by Customer to Supplier and stored for the purpose of Supplier complying with its obligations under the Agreement.
- 1.6 Products:
The products, Work and/or user(rights/licenses. including Hardware and Software as defined in clause 30 hereunder, including accompanying materials, storage devices where products are stored on, and documentation, to be supplied by Supplier.
- 1.7 Security Incident:
An actual or potential adverse event that affects or could affect the safety or continuity of information (systems), as a result of which confidential information and/or personal data came or could have come into the possession of unauthorised persons and/or whereby damage and/or any serious adverse effect occurs or could occur, including reputational damage.
- 1.8 Services:
The necessary Work, activities and/or (user)rights and/or licenses, and/or capacity and/or (other) facilities provided by Supplier, which make it possible for Customer to use the services provided by Supplier for the benefit of Customer, or for the benefit of third parties designated by Customer including franchise partners and clients.
- 1.9 Supplier:
Any natural person or legal entity with whom/which Customer concludes an Agreement, negotiates on the conclusion of an Agreement, or towards whom/which Customer performs any legal act with regard to Goods, delivery of Products, proprietary rights and/or the provision of Services.
- 1.10 Supplier's Personnel:
The natural persons to be engaged by Supplier for the performance of the Agreement, who/which perform Work under an Agreement. Such engagement may be directly or indirectly via third parties.

1.11 Work:

All work done by Supplier to enable or delivery and/or transfer of Products and/or the provision of the described Services, for which a written order is placed by Customer.

The words 'in writing' shall under these General Terms and Conditions of Purchase also include by email.

CHAPTER 2. GENERAL

2 *General*

- 2.1 The Supplier's general terms and conditions, other conditions that customarily apply in Supplier's line of business, as well as other general conditions that are not prescribed by law, do not apply and are not binding on Customer, unless Customer has expressly agreed, completely or partially, to these conditions in writing. Such an acceptance cannot be derived from an uncontested statement by Supplier that it does not accept Customer's General Terms and Conditions of Purchase and declares its own terms and conditions applicable. Reference by Supplier at any time to its applicable general terms and conditions is of no legal consequence, unless Customer has expressly accepted these terms and conditions.
- 2.2 The Customer is entering into this Agreement partly for the benefit of its Affiliated Companies. The Supplier undertakes to supply Products and/or Services to the Customer and Affiliated Companies. The Customer has the right to demand performance of this Agreement for itself and on behalf of its Affiliated Companies and to claim damages and/or penalties. The Customer has the right to take legal action against the Supplier for that purpose also on behalf of its Affiliated Companies. The Customer warrants towards the Supplier that the Affiliated Companies will strictly comply with the relevant provisions of this Agreement, such as the provisions regarding intellectual property rights and confidentiality. The Supplier may not itself directly demand performance by the Affiliated Companies, but must apply to the Customer. The Parties hereby expressly agree that only the Customer is under the payment obligations regarding all the services provided by the Supplier to the Customer and its Affiliated Companies under this Agreement. In the event of disputes regarding this Agreement, the Supplier may take legal action only against the Customer and in no event against one of the Affiliated Companies.

3 *Formation of the Agreement*

- 3.1 All offers by Supplier are irrevocable. A request for proposal (RFP) is not binding on Customer and only serves as an invitation to Supplier to make an offer.
- 3.2 An Agreement arises only if Customer accepts in writing the offer as indicated in this **Article 3**.

4 *Prices*

- 4.1 All prices and rates are specified in the Agreement and will always be stated in euros, excluding VAT. Supplier shall include a separate statement in the Agreement stating the applicable VAT
- 4.2 If the parties agree to a fixed price/rate, the fixed price/rate will apply to all Work performed by Supplier in connection with the Agreement and all other activities that are performed within the context of the Agreement to deliver the agreed Products and/or Services to Customer. Unless otherwise agreed in the Agreement, the price/rate in each case also includes at least the provision of materials and the costs of packaging, transport, insurance, import, travel, accommodation and consultation costs and costs related to the (pre) sale activities of Supplier's Personnel, any import and export duties and excise imposed by the government, as well the costs of all third parties engaged by Supplier. Fixed prices will not be altered due to a change in circumstances that affect the price.
- 4.3 If the parties have agreed to invoicing the fees payable on the basis of costing, Customer shall be required to pay to Supplier an amount determined by multiplying the number of hours, which

Supplier demonstrably shows in writing have been actually spent and evidenced by written records, by the fixed rates agreed to in writing between the parties. These rates comprise at least, but are not limited to, making available the materials, the cost of packaging, transport, insurance, import, travel, accommodation and consultation costs and costs related to the (pre) sale activities of Supplier's Personnel and of third parties engaged by Supplier. If materials are used in that case, Supplier shall invoice the costs owing for such materials by multiplying the actual and demonstrably used quantity of the materials by the agreed unit price for that material, provided Customer has agreed in writing to the applicable costs before the use thereof.

- 4.4 The price of the Products and Services include the (cost of the) resources required by Supplier and developed, manufactured or produced for the Agreement, such as documents, moulds, templates, ancillary materials, electronic materials or film materials.
- 4.5 The following will apply in case of an Agreement under which Products and/or Services are repeatedly supplied at agreed fixed prices/rates. If the prices/rates specified in such an Agreement give rise to price adjustments, Supplier must to this end submit a proposal to Customer relating to the intended price/rate adjustment, by registered letter, no later than three months before the end of the calendar year. This proposal must specifically specify which items necessitate this adjustment and, if requested, be accompanied by supporting documentation. After written agreement between the parties on the price/rate levels to be applied, the agreed prices/rates will once again be fixed. Any price/rate reductions will take immediate effect and also apply to Products and/or Services still to be supplied under this Agreement. If the parties cannot reach consensus on price/rate setting after negotiating fairly, Customer will be entitled to terminate the Agreement, in whole or in part, without being obliged to compensate Supplier for any costs or damage. Agreements already concluded at the time of the price/rate alteration will be performed completely according to the original prices/rates, unless the parties agree otherwise.

5 Payment

- 5.1 Invoicing will take place in accordance with the provisions of the Agreement. An invoice shall include a reference to the cost centre and the number of the Agreement, and furthermore follow the instructions as per the Invoicing terms and conditions for suppliers of de Volksbank.
- 5.2 If the parties agree to a fixed price, Supplier shall invoice the amount due in a lump sum or in parts according to what has been agreed in writing.
- 5.3 If the parties have agreed to subsequent costing, Supplier will charge the relevant and duly specified amounts to Customer in accordance with the provisions of the Agreement. Supplier shall add to its invoices the details of the number of hours demonstrably and necessarily spent and, insofar as applicable, the costs incurred. Supplier will also provide details of the costs it has incurred on the basis of the Agreement as well as add documents in support of the content of its invoices.
- 5.4 Customer will pay Supplier the amounts it owes under the Agreement within thirty days of receiving the relevant invoice, provide these fulfil the terms indicated in **Article 5**. If payment by Customer has not occurred (or not in full) within the thirty-day period, Supplier will notify Customer in writing within seven days after said period having been exceeded. If Customer is attributably deficient in its payment obligation and owes Supplier damage compensation, said damage compensation will at no time exceed the statutory interest indicated in article 6:119a of the Dutch Civil Code and the collection costs as referred to in Section 6:96, subsection 2, under c, of the Dutch Civil Code will never exceed the amount referred to in the Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtigde incassokosten).
- 5.5 Customer is entitled to suspend payment of a Supplier's invoice if it reasonably suspects the content of that invoice is inaccurate or that the invoiced Products and/or Services are substandard. Exceeding a payment period, whether as a result of suspended payment or otherwise, does not entitle Supplier to suspend or terminate its Work.
- 5.6 Customer shall be entitled at all times to have Supplier's invoices checked for detailed accuracy by a

chartered accountant of its choice. Supplier shall give the chartered accountant concerned access to its books and records and provide him with all required data and information. The audit will be confidential and shall not extend further than to checking the invoices. The auditor shall submit his report as soon as possible to both parties. The Customer shall be liable for the costs of the audit, unless it is evident from the audit that Supplier invoiced incorrectly. In this latter case, Supplier shall be liable for the costs.

- 5.7 Customer is entitled to suspend payment during the period of the audit. Customer shall only exercise this right if it has reasonable grounds to doubt the accuracy of the invoices concerned and then only for the contested portion of the invoice.
- 5.8 If it is evident from the audit report that Supplier sent incorrect invoices, Supplier shall send a credit note and a new corrected invoice to Customer within thirty days of the finding of inaccuracy in the aforementioned report. At Customer's discretion, any amounts it has overpaid can be set off against other invoices or repaid to it by Supplier within fourteen days.

6 Additional work and variations

- 6.1 If the Work that Supplier must deliver is demonstrably increased or extended through Customer's additional requirements, this constitutes additional work that qualifies for compensation. If Supplier is of the opinion that there will be additional work, it shall notify Customer thereof as soon as possible in writing.
- 6.2 Additional work does not include:
- a) additional Work that Supplier could or should have foreseen in order to be able to deliver the Products and/or Services according to the agreed requirements;
 - b) Work resulting from incorrect and/or incomplete functional or technical specifications, if these were drawn up, commissioned or accepted by Supplier, and
 - c) Product defects that Supplier should reasonably have foreseen.
- 6.3 If the Work that Supplier must deliver is demonstrably decreased or restricted through an adaptation of Customer's requirements, this constitutes variations that qualify for a discount on the originally offered price. If Supplier is of the opinion that variations apply, it shall notify Customer thereof as soon as possible.
- 6.4 Before commencing any additional work or taking variations into account, Supplier shall submit a new written offer relating to the revised nature and scope of the Work to be delivered by it and the associated costs. Supplier may not set further or more burdensome conditions when submitting the offer. Supplier shall not commence the contract extras before receiving an express, written instruction to that end from Customer.
- 6.5 Supplier shall invoice additional work separately after completion and the acceptance thereof by Customer. Supplier shall issue a credit note for the reduction to Customer, once Customer has accepted any variations. The nature and scope of Supplier's altered Work will be expressly stated in the invoices and itemised on the basis of documentation.

7 Provision of Information and Reporting

- 7.1 Both parties shall designate a contact person and a substitute contact person, who shall maintain contacts regarding the performance and manner of performance of the Agreement. Unless one party expressly states otherwise to the other party in writing, these contact people will be authorised to represent and bind the party they are representing in connection with the performance of the Agreement.
- 7.2 Supplier shall regularly report on the progress of the Work to Customer. By means of reports, Supplier shall provide information on the Work it has performed in the relevant period, the number of

hours spent and the costs incurred up to that date. If the Agreement provides for a budget and this is not met, Supplier shall immediately and thoroughly motivate this in writing and list the measures to be taken to rectify the situation.

- 7.3 If delays threaten to impede or have impeded the progress of the Work, Supplier shall report this as soon as possible in writing to Customer, notwithstanding all of Customer's other rights and powers under the Agreement and by law. In its report, Supplier shall indicate the cause of the delay as well as its proposed measures to either prevent the imminent delay or make up time already lost through a delay. The consequences of this delay must also be detailed in the report. The fact that Customer accepts the report does not mean that Customer acknowledges the cause of the delay or the obligation to compensate the consequences arising from the delay.
- 7.4 As soon as the Supplier acknowledges a Security Incident, it will be obliged to inform the contact person referred to in **Article 7.1**.
- 7.5 Supplier is obliged to inform Customer in writing as soon as possible, and to thereafter keep it informed, after developments arise in its organisation and business that are of importance for the performance of the Work and its other obligations under the Agreement, including in any case an inability to pay an agency entrusted with the implementation of social security laws and/or the tax authorities.

8 Audits

- 8.1 Customer and/or a supervisory authority is entitled to have an audit conducted at Supplier. Customer and/or a supervisory authority is authorised to engage a third party to conduct the aforementioned audit on its behalf.
- 8.2 In this regard, Customer and/or a supervisory authority is entitled to adopt measures in order to reliably measure and assess Supplier's performance.
- 8.3 An audit may include but is not limited to 1) compliance with the Agreement, 2) compliance with laws and regulations, 3) significant changes in facts or circumstances that may affect the Work and the continuation thereof and 4) identifying operational, organisational and administrative risks.
- 8.4 Supplier shall cooperate fully in these audits. This includes but is not limited to allowing timely inspection of books, records and other data carriers, furnishing all data and information for the purpose of the audit and granting access to the locations where the Work is being performed to Customer and/or a supervisory authority, or a third party hired by Customer and/or a supervisory authority. If the audit is being conducted by Customer or a third party hired by Customer, Customer will not be given access to the pricing agreements between Supplier and its suppliers unless one of Customer's supervisor's has given specific instructions for this purpose.
- 8.5 If an audit is performed by Customer and/or a third party engaged by Customer, the audit will be announced in due time prior to the audit and in writing and take place in a manner that causes the minimum possible disruption to Supplier's business operations. During the audit, Customer, and/or the third party hired by Customer, shall comply with the Supplier's internal rules, more specifically those concerning safety and security, notwithstanding the provisions of **Article 24 (Mutual Access to Buildings)**.
- 8.6 The reasonable costs of assigning auditors and Customer and/or a supervisory authority's own staff, as referred to in this **Article 8.4**, are payable by Customer. Supplier is responsible for its own costs in this regard.
- 8.7 If substantial irregularities are found in an initial audit, Customer and/or a supervisory authority, or a third party hired by Customer and/or a supervisory authority, may perform a second audit. If the irregularities previously observed are found during said second audit to have persisted, all costs of the second audit and any further audits will, contrary to this **Article 8.6**, be at Supplier's expense and Customer will have the rights indicated in **Article 22 (Breach, dissolution and early**

termination).

- 8.8 Supplier shall impose an identical obligation towards Customer as this **Article 8** on its subcontractors and other third parties it engages in the performance of the Agreement, including the stipulation to forward the same to their subcontractors.

9 Inspection

- 9.1 Customer is entitled at all times, after having informed Supplier, to assess the design and inspect or have third parties inspect the Products during their manufacture, processing and storage, with due observance of Supplier's patents, licences, secret procedures and know-how.
- 9.2 Customer is at all times entitled to inspect whether the materials and equipment to be used by Supplier are suitable for the planned Work, without having to give prior notice thereof to Supplier. During its applicable working hours, Supplier shall provide Customer and/or its authorised representatives access to the places where it is carrying out Work for the purpose of inspections and controls on the Work to be performed. During the inspection, Customer, and/or the third party hired by Customer, shall comply with the Supplier's internal rules, more specifically those concerning safety and security, notwithstanding the provisions of **Article 24 (Mutual Access to Buildings)**.
- 9.3 In this regard, Supplier shall provide all assistance and information that can be reasonably expected of it to Customer and/or its authorised representatives.
- 9.4 Supplier shall impose an identical obligation towards Customer as this **Article 9** on its subcontractors and other third parties it engages in the performance of the Agreement, including the stipulation to forward the same to their subcontractors.

10 Personnel

- 10.1 Supplier shall ensure the engagement of Personnel who are adequately qualified and, where applicable, adequately certified to perform the Agreement.
- 10.2 If the Work to be performed by Supplier will take place at Customer's premises, Supplier shall inform Customer of the identity of the Personnel who will perform the Work prior to the commencement thereof. At Customer's request, Supplier's personnel must identify themselves with a valid form of ID.
- 10.3 Supplier is obliged to screen its Personnel according to the screening procedure in force at Customer before such Personnel perform Work (1) at Customer's premises or (2) remotely in or with Customer's systems. The current version of the screening procedure, as it applies at the time of signature of an Agreement, will be attached as an appendix to the relevant Agreement.
- 10.4 Supplier warrants for the duration of the Agreement that its Personnel complies and will continue to comply with the internal rules in force at Customer, as included in an appendix attached to the relevant Agreement, which the Personnel will sign personally as proof of having received and read its contents prior to the performance of the Agreement.
- 10.5 The Supplier will indemnify the Customer against all claims from the tax and customs authorities in connection with taxes, social insurance contributions (for both the employer's and the employee's part), fines imposed and interest in connection with the Work performed by the Supplier's Personnel within the context of the Agreement. If the Customer is nevertheless confronted with (a) claim(s) from the tax and customs authorities, the Customer will recover it from the Supplier or the Customer will claim compensation from the Supplier.
- 10.6 The Supplier guarantees that in the case of Personnel who do not have Dutch nationality it will only deploy Personnel at the Customer's site who are allowed to work in the Netherlands and who hold a work permit for this purpose to the extent required by the Foreign Nationals (Employment) Act. If this provision is violated, the Supplier will forfeit to the Customer an immediately due penalty, which is not subject to mitigation, of 20,000 euros (twenty thousand euros) per violation and of 5,000 euros (five thousand euros) for every day the violation continues. Contrary to article 6:92 of the Dutch Civil

Code, this penalty will not prejudice the Customer's other rights including the right to claim supplementary and replacement compensation and/or performance in addition to the penalty, where the penalty will not serve to reduce the Supplier's obligation to pay compensation.

- 10.7 10.7 The Supplier will indemnify the Customer against all claims from the Labour Inspectorate or, as the case may be, the supervisory authority of compliance with the Foreign Nationals (Employment) Act, as referred to in **Article 10.6**. This includes explicitly, but is not limited to, (administrative) fines that have been imposed and any legal fees. The Supplier will compensate all damage sustained by the Customer as a result of such claims.

11 Subcontracting or Use of Third Parties

- 11.1 If Supplier wishes to make use of the services of third parties in the performance of the Agreement, either through subcontracting or the temporary hiring of personnel, it shall notify Customer thereof beforehand in writing – if reasonably possible, already in the proposal – mentioning the details of the specific subcontractor(s) or temporary staff supplier(s). If Supplier wishes to make use of third parties, prior written permission from Customer is always required. The third parties engaged by the Supplier have the same obligations as those which apply to the Supplier in relation to the Customer. Supplier remains fully liable for the fulfillment of the obligations of the third parties hired by Supplier..
- 11.2 If Supplier deploys third parties for the performance and/or fulfilment of its obligations under the Agreement, it shall be responsible and liable for compliance with its obligations under the Agreement. This applies in particular to compliance with its obligations as an employer with regard to payroll tax and VAT under the prevailing tax and social security legislation, as well as the obligation to comply with the Foreign Nationals (Employment) Act and/or the Aliens Act, both as referred to in **Article 10 (Personnel)**. For clarity reference is made to **Article 8.8 (Audit)** and **Article 9.4 (Inspection)**.
- 11.3 Supplier shall also agree on these latter obligations with the subcontractor(s) or temporary staff supplier(s) as the parties responsible for remitting VAT and/or as the employers responsible for withholding payroll tax from the people assigned to work at Customer and as employer for the implementation of the Foreign Nationals (Employment) Act and/or the Aliens Act.
- 11.4 Supplier shall also include an equivalent or comparable provision on vicarious tax liability and/or temporary staff liability as contained in these General Terms and Conditions of Purchase in agreements with third parties.
- 11.5 Supplier indemnifies Customer against all claims from the tax and social security authorities with regard to taxes, social security contributions (both the employer's and employee's share) and imposed penalties and interest in relation to the Work performed by Supplier's Personnel, including third parties engaged by it, in connection with the Agreement. If Customer is nevertheless faced by a claim or claims from the tax and social security authorities, it shall recoup such amount from Supplier or claim full compensation from Supplier.
- 11.6 In connection with the activities performed by third parties engaged by the Supplier within the context of the Agreement, the Supplier will indemnify the Customer against all claims from the Labour Inspectorate or, as the case may be, the supervisory authority of compliance with the Foreign Nationals (Employment) Act and/or the Aliens Act, as referred to in **Article 11.2**. This includes explicitly, but is not limited to, (administrative) fines that have been imposed and any legal fees. The Supplier will compensate all damage sustained by the Customer as a result of such claims.

12 Warranty

- 12.1 Supplier warrants that it has adequately acquainted itself with Customer's objectives with regard to the Products, Services and/or Work, the relevant aspects of Customer's organisation and the processes by which and in connection with which the Work will be used. To this end, Customer has provided Supplier with adequate information and shall - if required - furnish Supplier with further

information, insofar as it possesses such information. Supplier declares that it has furnished all relevant information about its Products, Services, and/or Work to Customer, having regard to the objectives of Customer with which it is acquainted.

- 12.2 The Products and/or Services are further described in the Agreement. Subject to that which is determined in the Agreement and the accompanying documentation, such as technical and/or functional specifications, brochure material, offers, letters, manuals and written advice from Supplier, Supplier warrants that the Products and/or Services to be delivered, as far as applicable:
- a) will be in accordance with that which has been agreed as regards quantity, measurements, quality, functions and properties;
 - b) will comply in all respects with all applicable sector and other requirements, in force at the time of the conclusion of the Agreement and/or delivery;
 - c) will be manufactured from sound materials and be well-executed;
 - d) will be free of defects and equal in all respects to the samples or models made available or provided by Customer and/or Supplier;
 - e) will be completely suitable for normal use, for the purpose for which it is purchased and for special use made known to Supplier;
 - f) will be completely finished and ready for use, delivered together with all parts and tools that are necessary for the purpose indicated in writing by Customer, even if not mentioned specifically, and
 - g) that all certifications awarded to Supplier at the time of conclusion of the Agreement will remain valid throughout the duration of the Agreement, or at least not lapse due to an act or omission of Supplier.
- 12.3 Supplier further warrants that it will cooperate completely and unconditionally with Customer to enable Customer to comply with its obligations under the applicable supervisory legislation in accordance with the provisions of **Article 17 (Supervision)** of these General Terms and Conditions of Purchase, regardless of the nature and content of the supervisory authority's instructions.
- 12.4 Supplier shall abide by all other usual warranties in its line of business to which a skilled and prudent supplier may be bound under the given circumstances, subject to normal attentiveness, professional knowledge and professional practice methods. In this regard, Supplier is considered to be a specialist in its field.
- 12.5 A warranty period of 3 (three) years as from the time of acceptance after delivery applies to the Agreement, unless the parties have agreed to another warranty period in writing.
- 12.6 The warranties given by Supplier and the agreed warranty periods do not affect Supplier's obligations by law or under the Agreement.
- 12.7 During the warranty period, Supplier shall repair defects in the Products free of charge, including the replacement of parts, as necessary. Parts that must be replaced will only be replaced by parts that are functionally, qualitatively and technically equivalent. This **Article 12.7** does not apply to consumables (e.g. toner) that must be replaced regularly.
- 12.8 Unless otherwise agreed, Supplier shall commence with repairs as soon as possible after Customer has notified it of the defects in the Products. If the repair cannot be carried out within the period stated by Customer, Supplier shall - at Customer's request - supply Customer free of charge with similar Products until the defects have been repaired.
- 12.9 If delivered Products are repaired, altered or replaced on the basis of a provided warranty, a new and complete warranty period will set in after the repair, alteration or replacement for the portion of the Product that has been repaired, altered or replaced.
- 12.10 Customer is entitled in urgent situations or when Supplier does not comply with its warranty obligations, notwithstanding a written demand, to carry out or have preliminary or other repairs

carried out at Supplier's expense, without this affecting Supplier's warranty obligations.

13 Goods Made Available by Customer and/or Stored at Supplier

- 13.1 Customer will remain the sole entitled party to all Goods it makes available and has stored for the purpose of Supplier complying with its obligations under the Agreement.
- 13.2 Supplier warrants that it will store the Goods at all times in such a way that it will be indisputably evident which Goods belong to Customer. Supplier shall ensure that a bank which is acceptable to Customer acts as guarantor for the total amount of the Goods stored at Supplier, in case Supplier is declared bankrupt, by means of a bank guarantee that it is acceptable to Customer.
- 13.3 For Goods as referred to in this **Article 13.113.1**, the risk of loss and/or damage to those Goods will pass from Customer to Supplier at the time the Goods are made available to Supplier. Supplier shall insure these Goods at its own expense by means of comprehensive perils insurance.
- 13.4 In the event of loss of the Goods, Supplier shall be obliged at its own expense to immediately replace the Goods or, if replacement is impossible, to compensate Customer for the price Customer paid for the Goods plus any additional costs incurred by Customer. If it is evident to Customer upon return of the Goods that these are damaged or no longer function properly, Customer will be entitled to repair or have the Goods repaired at Supplier's expense or, if repair is no longer possible, to replace the Goods.
- 13.5 Supplier shall immediately inspect the Goods when these are made available to it. Supplier is entitled to refuse the Goods, if and insofar as the Goods differ from that which the parties previously
- 13.6 agreed to in that regard in writing. Supplier shall immediately notify Customer hereof and dispose of the refused Goods according to Customer's instructions.

14 Liability

- 14.1 If Supplier, after having received a notice of default ("*ingebrekestelling*") from Customer, culpably fails to fulfil its obligations under the Agreement, it shall be liable to pay Customer an immediately due and payable penalty of 0.5% per working day up to a maximum of 20% of the amounts to be charged by Supplier for the Products and/or Services. As a departure from the provisions of article 92 of Book 6 of the Dutch Civil Code, this penalty or any other (agreed) penalty or bonus-malus arrangement does not affect Customer's other rights, including the right to claim additional and alternative compensation and/or specific performance besides the penalty, as a result of which the penalty will not be deducted from Supplier's obligation to pay compensation.
- 14.2 Except in the case of damage caused by Customer's intent or gross negligence, Customer will not be liable for any damage to Supplier, its personnel, its subcontractors, or another third party that Supplier involves in the Agreement. Supplier shall indemnify Customer against all third-party claims, relating directly or indirectly to the Products and/or Services, the use thereof, or the performance of the Agreement and Supplier shall compensate Customer for all damage that Customer suffers as a result of such claims, unless the damage is caused by Customer's own intent or gross negligence.
- 14.3 The following will apply if Supplier's Work under the Agreement includes transportation within the meaning of article 1090 of Book 8 of the Dutch Civil Code. Supplier is aware that Customer has a special interest in the punctual and undamaged delivery of the Goods to be transported, as referred to in article 1107 (1) of Book 8 of the Dutch Civil Code. In that regard, the parties agree, as a departure from the provisions of articles 1103 et seq. of Book 8 of the Dutch Civil Code, that Supplier shall be liable towards Customer for any loss the Customer suffers as a result of the late or damaged delivery of the Goods to be transported under the Agreement, through a culpable failure of Supplier to fulfil its obligations in the Agreement for transportation, up to an amount of 350,000 euros (three hundred and fifty thousand euros) per event or series of events with a common cause. The consideration to be agreed in this regard, as referred to in article 1107 (1) of Book 8 of the Dutch Civil Code is factored into the fee(s) to be received by Supplier for the execution of the orders to be

placed with it under the Agreement. The Work that Supplier must perform under the Agreement is governed - insofar as the Work is classified as transport within the meaning of article 1090 of Book 8 of the Dutch Civil Code and the Agreement does not stipulate otherwise - by the General Transport Conditions 2002, as issued by the Stichting Vervoeradres.

15 Insurance

- 15.1 Supplier has taken out adequate insurance and will keep itself adequately insured against the risk of liability at least by means of business liability insurance and, if applicable, supplemented by professional indemnity insurance. Supplier shall submit certificates to Customer, at its first request, as proof of such insurance and the insured amount(s) in each case. If requested, Supplier shall immediately submit proof of payment of the premiums to Customer and inform Customer of prior claims under the policy or policies during the current insurance year.

16 Force Majeure

- 16.1 If one of the parties cannot perform or breaches its obligations under the Agreement for a period of more than thirty days as the result of force majeure (non-imputable breach), the other party will be entitled to terminate the Agreement, in whole or in part, without recourse to the courts, by means of a registered letter and with immediate effect, without this giving rise to any right to compensation.
- 16.2 Force majeure will not under any circumstances include: a lack of personnel, industrial action, staff illnesses, late delivery or the unsuitability of materials and/or Products, imputable breach of third parties engaged by Supplier and/or Supplier's liquidity or solvency problems.

17 Supervision

- 17.1 Supplier is aware that Customer is under the supervision of one or more supervisory authorities in accordance with applicable supervisory legislation. Under the supervisory legislation, Customer is obliged to provide information, within a period determined by a supervisory authority, which the supervisory authority requires for the fulfilment of its duties imposed by or pursuant to law. If Customer is required to have information available at Supplier in order to comply with this obligation, Supplier shall provide this information in writing at Customer's request as soon as possible but no later than within the period to be specified by Customer. If a supervisory authority or its designated representative wishes to examine the data that is available at Supplier, Supplier shall immediately furnish this data to the supervisory authority at its first request.
- 17.2 Under supervisory legislation, Customer is obliged to follow a recommendation and/or instruction given by a supervisory authority within the period specified by that supervisory authority. If the recommendation and/or instruction relates directly or indirectly to the (performance of the) Agreement, Customer shall notify Supplier as soon as possible of that recommendation and/or instruction.
- 17.3 If the recommendation and/or instruction states that the Agreement does not comply with the applicable supervisory legislation, the parties shall do their utmost to amend the Agreement so that it can be continued in its corrected form in such a way that does not infringe on Customer's obligations under the applicable supervisory legislation.
- 17.4 If the recommendation and/or instruction states that the Agreement must be terminated, the parties agree from this point in time forward to fully or partially terminate the Agreement on the date required by the supervisory authority, however not until they have done their utmost, at board level, to continue the Agreement in an amended form in such a way that it does not infringe the recommendation and/or instruction imposed on the Customer. In case parties fail to continue the Agreement in an amended form Customer shall confirm the termination of the Agreement to Supplier in writing and, insofar as it is permitted, provide proof of the relevant a recommendation and/or instruction given by the supervisory authority concerned.
- 17.5 Following a recommendation and/or instruction, including the early full or partial termination of the

Agreement, will not give rise to any obligation to pay compensation or any other legal duty against Customer or the supervisory authority.

- 17.6 After prior consultation with Customer, a supervisory authority is at all times entitled in accordance with the applicable supervisory legislation to gather information at Supplier, or its external chartered accountant, regarding the Products and/or Services and/or Work supplied in connection with the Agreement and, if required, to carry out or have an investigation carried out at Supplier. The Supplier will be obliged to render all cooperation to a supervisory authority and grant access to a supervisory authority and/or a third party engaged by the supervisory authority. Rendering cooperation includes, but is not limited to, allowing the inspection of and/or providing business data and documents that are held by the Supplier or its suppliers. Customer shall be liable for the associated reasonable costs. However, if it turns out that Supplier has not complied or has not fully complied with its obligations under the Agreement, the full costs of the investigations by the supervisory authorities shall be borne by the Supplier.
- 17.7 If and to the extent the Customer subcontracts/Outsource Work to the Supplier on a structural basis, the parties will comply with the obligations pursuant to relevant Dutch and/or European (EU) (supervisory) legislation.
- 17.8 If a supervisory authority approaches the Supplier directly in connection with its supervisory duties, the Supplier will inform the Customer thereof immediately.

18 Confidentiality, Security, Security Assessment and Privacy

- 18.1 Subject to an obligation to that effect under these General Terms and Conditions of Purchase, the Agreement or Customer's prior written consent, Supplier is obliged towards Customer to keep confidential all information in any form whatsoever (including written, verbal, visual and electronic information or copies thereof) relating to Customer's business, which is directly or indirectly disclosed by Customer to Supplier or which Supplier becomes directly or indirectly privy to in connection with the performance of the Agreement and is classified by Customer as confidential, unless this information was already demonstrably known prior to the conclusion of the Agreement or the foregoing negotiations.
- 18.2 This duty of confidentiality will continue to rest on Supplier even after termination of the Agreement, except insofar as it relates to information that had already entered the public domain in a lawful manner, and that therefore was at least not disclosed as a result of a breach of the duty of confidentiality as set forth in **Article 18.1**.
- 18.3 Supplier undertakes with regard to all information originating from Customer:
- a) to take suitable technical and organisational measures to maintain them and to adjust these if necessary to protect all information against damage; destruction, whether accidental or improper; (coincidental) loss; falsification; unauthorised distribution or access; unauthorised alteration and/or viewing thereof; or any other form of improper processing;
 - b) not to use the information for any purpose other than in connection with the performance of the Agreement and only to disclose this information to its managers and/or employees insofar as this is strictly necessary for their performance of the Agreement;
 - c) not to keep the information in its possession longer than is reasonably necessary for the performance of the Work and to make all information available, including any copies made thereof, to Customer within thirty days of the termination of the Agreement, or to destroy it after obtaining Customer's written consent;
 - d) to only have trustworthy people perform the agreed obligations under the Agreement;
 - e) to cooperate in the exercising of control by or on behalf of Customer over its storage and use of all information originating from Customer.
- 18.4 Supplier shall impose the same duty of confidentiality on the Supplier Personnel and warrants that

they will comply with this duty of confidentiality.

- 18.5 Supplier may only disclose the confidential information referred to in **Article 18.1**, insofar as it is obliged to do so by law (including but not limited to under the regulations of any stock exchange). Supplier shall notify Customer in writing prior to proceeding with any such disclosure.
- 18.6 In the event of breach of the provisions of this **Article 18** (Confidentiality, Security and Privacy), Supplier shall forfeit an immediately due and payable penalty of 50,000 euros (fifty thousand euros) per event to Customer. As a departure from the provisions of article 92 of Book 6 of the Dutch Civil Code, this penalty does not affect Customer's other rights, including the right to claim additional and alternative compensation and/or specific performance besides the penalty, as a result of which the penalty will not be deducted from Supplier's obligation to pay compensation.
- 18.7 The parties warrant that all statutory provisions regarding the data to be processed, specifically including the rules laid down by or pursuant to the General Data Protection Regulation (, are and will be strictly observed.
- 18.8 If Supplier acts in connection with the Agreement as a processor within the meaning of the General Data Protection Regulation, the parties shall enter into a data processing agreement.
- 18.9 Supplier gives permission for the execution of a Penetration Test and / or Security Assessment by the Customer or third parties engaged by Customer. The purpose of such a test is to detect any vulnerabilities in the Product / Services and / or (ICT) systems of the Supplier.
- 18.10 If the Penetration Test and / or the Security Assessment show that the Product / Services and / or (ICT) systems of the Supplier contain vulnerabilities, the Supplier shall take adequate measures at his own expense to remedy these vulnerabilities as quickly as possible.
- 18.11 Parties will treat information provided to the other party before, during or after the execution of the Penetration Test and / or Security Assessment confidentially when this information is marked as confidential or when the recipient knows or should reasonably suspect that the information is intended to be confidential.
- 18.12 The Supplier will indemnify the Customer (or third parties engaged by the Purchaser) from all legal claims from and taken by third parties against the Customer (or third parties engaged by the Customer) in connection with the Penetration Test and / or Security Assessment.

19 Intellectual Property Rights

- 19.1 All intellectual and other property rights - including but not limited to all copyright, know-how, patent rights and all similar rights whether registered or not - that have arisen or will arise in connection with and result from the Work vest in Customer. Insofar as these do not already vest in Customer, these rights are hereby assigned by Supplier to Customer, which assignment is henceforth accepted by Customer immediately after the creation of those rights.
- 19.2 Supplier declares that it is authorised for the assignment as referred to in this **Article 19 (Intellectual Property Rights)** and, where applicable, that it has acquired all intellectual and other property rights from its Personnel, the third parties that it engages and the personnel of those third parties, by way of assignment, in such a way that it can assign the aforementioned rights in the manner and to the extent determined in this **Article 19 (Intellectual Property Rights)**.
- 19.3 Insofar as the assignment of such rights require a further deed, Supplier henceforth irrevocably authorises Customer to draw up such a deed and sign it on its behalf, without prejudice to its obligation to cooperate in the assignment of such rights, at Customer's first request, without being able to set any conditions in that regard. Customer shall be liable for any costs associated with the establishment of specific intellectual property and other rights (e.g. patent rights). Supplier hereby irrevocably authorises Supplier to enter the assignment of these intellectual and other property rights in the relevant registers. Insofar as applicable, the salaries earned by Supplier's personnel include

fair compensation for the loss of intellectual property rights.

- 19.4 Supplier hereby waives all moral rights that it may be entitled to in connection with or as a result of the Work, to the extent by which the applicable regulations allow such a waiver, in favour of Customer. Supplier warrants that Supplier Personnel in their employment contract or contract for professional services in force concluded with Supplier will waive all moral rights that they may be entitled to, to the extent by which the applicable regulations allow such a waiver, in favour of Supplier.
- 19.5 Supplier warrants that the results of the Work neither in whole nor in part infringe any third-party intellectual or other property rights.
- 19.6 Supplier indemnifies Customer against all actual or impending third-party claims with regard to any infringement of intellectual or other property rights of those third parties, including moral rights and claims with regard to know-how, unfair competition, etc. In the event of infringement, Supplier undertakes to take all measures, at its expense, which may contribute towards preventing any discontinuation of business at Customer and limiting the additional costs to be incurred and/or loss to be suffered by Customer. Supplier shall further compensate any loss suffered by Customer in the event of any infringement of third-party intellectual and other property rights.
- 19.7 Notwithstanding the provisions of the General Terms and Conditions of Purchase, Customer is entitled if held liable by third parties for the infringement of intellectual and other property rights, to extrajudicially dissolve (“ontbinden”) the Agreement in writing, in whole or in part, with or without retroactive effect, notwithstanding its further rights. Customer shall not make use of its right to dissolve (“ontbinden”) the Agreement before consulting with Supplier, unless the continuation of the Agreement cannot reasonably be required of it.
- 19.8 If the parties have a difference of opinion about the intellectual and other property rights of the results of the Work, it will be assumed that the intellectual and other property rights vest in Customer until Supplier proves otherwise.
- 19.9 If an Agreement comes to an end, all intellectual and other property rights assigned under that Agreement cannot be revoked. If Customer so wishes, it is furthermore entitled to claim delivery of the results of the Work that Supplier has developed and is in the process of developing for it. Insofar as Customer does not hold the intellectual and other property rights on the results of the Work, in deviation from the General Terms and Conditions of Purchase and in accordance with the Agreement, it will be entitled upon termination of the Agreement to continue using the aforementioned results of the Work on the basis of a (tacitly) acquired licence, unless it is established in court that Customer has culpably failed to fulfil its obligations under the Agreement.

20 Commercial statements

- 20.1 Supplier may not make use of Customer’s trade name(s) and/or trade marks(s) without Customer’s written consent. Customer may attach further conditions to its consent. If Customer has granted written consent, this consent will lapse in each case by operation of law and immediately if the Agreement is terminated for any reason. If Customer has provided information and/or materials to Supplier in this regard, Supplier shall return such information and/or materials to Customer within thirty days of the end or withdrawal of the consent.
- 20.2 The parties shall refrain from making statements in any way, whether or not for commercial purposes, to third parties concerning the Agreement or with regard to the performance thereof by one of the parties, except with the written consent of the other party, which will not be unreasonably withheld. The provisions of **Article 18.2 (Confidentiality, Security and Privacy)** apply *mutatis mutandis*.

21 Termination

- 21.1 If the Agreement is entered into for a fixed period of time, this Agreement will end by operation of

law after the expiry of this fixed period, without the parties having to give notice of termination of this Agreement, unless this Agreement is extended between the parties in writing.

- 21.2 If the Agreement is entered into for an indefinite period of time, either of the parties may terminate it by written notice after proper, businesslike consultations and stating reasons. If the parties have not agreed to any specific notice period, a three-month notice period must be observed when terminating the Agreement.
- 21.3 In case of outsourcing critical or important Services, Supplier will provide full cooperation after termination of this Agreement in relation to the transfer of Services to Customer, or to a third party appointed by the Customer, in such a manner that Customer, or a third party appointed by Customer, can perform the Services themselves, and that the continuity and/or quality of the Services is safeguarded.
- 21.4 If desired, Parties may, at the time of the conclusion of this Agreement, and in any event at first request of the Customer, to create a (process) description (also known as an Exit plan) in order to record how parties will carry out that what has been stipulated in **Article 21.3**.

22 Breach, Dissolution and Early Termination

- 22.1 Notwithstanding other provisions elsewhere in the General Terms and Conditions of Purchase and the law, if a party fails to fulfil one or more of its obligations, the other party shall give it a notice of default (“*ingebrekestelling*”) in this regard. The notice of default (“*ingebrekestelling*”) will be given in writing, stipulating a reasonable period for the defaulting party to remedy its failure to fulfil its obligations. This stipulated period has the nature of a strict deadline. The obligation to complain on the part of the Customer as provided for in Section 6:89 of the Dutch Civil Code and Section 7:23 of the Dutch Civil Code is excluded. The Supplier is therefore required, at the discretion of the Customer, to either carry out the performance as yet in a satisfactory manner, replace it, repair it, or to refund in whole or in part the payment received for this performance, even if the Customer informs it of a defect in its performance after considerable time, failing which the Supplier will be liable with due observance of the matters provided for in **Article 14 (Liability)**.
- 22.2 In the event of a situation in which no notice of default (“*ingebrekestelling*”) is necessary by law for the defaulting party to be in default (“*verzuim*”), the other party - in deviation from **Article 22.1** - need not give the defaulting party a notice of default (“*ingebrekestelling*”).
- 22.3 Customer is entitled to dissolve (“*ontbinden*”) the Agreement extrajudicially, in whole or in part for the future or otherwise, by registered letter if the other party is in a state of default (“*verzuim*”).
- 22.4 Notwithstanding other provisions elsewhere in these General Terms and Conditions of Purchase or the Agreement, Customer is entitled without the need for any demand (“*aanmaning*”) or notice of default (“*ingebrekestelling*”) and without the Customer owing any compensation of costs or losses, to extrajudicially terminate the Agreement early and with immediate effect, in whole or in part, by registered letter, if:
- a) Supplier culpably fails to fulfil its obligations under **Article 8 (Audits), Article 9 (Inspection), Article 10 (Personnel), Article 11 (Subcontracting or Use of Third Parties), and Article 17 (Supervision)** of these General Terms and Conditions of Purchase;
 - b) Supplier (i) makes application for a provisional or final moratorium on the payment of its debts, is granted such a provisional or final moratorium, (ii) a significant portion of Supplier's assets are attached, (iii) petitions for bankruptcy, is declared bankrupt, (vi) business is liquidated or wound up, and/or (v) enters into a private composition with its creditors with regard to aforementioned (i), (ii), (iii) and/or (iv) named situations;
 - c) Supplier ceases its current business;
 - d) Supplier, at its own initiative or otherwise, changes or has the control over its business changed, which change will be deemed to exist in each case if a third party directly or indirectly ultimately acquires at least 50% of the (beneficial) ownership of the Supplier and/or

the voting right in respect of the Supplier or, if the legal entity or natural person who at the time of the conclusion of the Agreement directly or indirectly holds at least 50% of the (beneficial) ownership of the Supplier and/or the voting right in respect of the Supplier, no longer directly or indirectly ultimately holds at least 50% of the (beneficial) ownership of the Supplier and/or that voting right in respect of the Supplier.

- e) The outcome of a period check (e.g:transaction and/or screening of Suppliers activities) by Customer as required under sanction legislation (including “the Sanctionsact 1977 (Sanctiewet 1977”) gives rise to the termination, all at the discretion of the Customer.
- f) Customer or an Affiliated Company is liquidated or dissolved;
- g) Customer ceases its current business or an Affiliate discontinues its activities;
- h) in the event of the bankruptcy of the Customer or an Affiliate, or if the Customer or an Affiliated Business is granted suspension of payments;
- i) Customer or an Affiliate, whether or not on his own initiative, modifies or modifies the control over his business, which change is in any event deemed to be present if a third party ultimately or indirectly has at least 50% (economic) ownership and / or obtains the voting right over the Customer or an Affiliated Enterprise or if the (legal) person who at the time of the conclusion of the Agreement ultimately or indirectly has at least 50% of the (economic) ownership and / or the voting right over the Customer or an Affiliate, no longer has directly or indirectly at least 50% (economic) ownership and / or that voting right over the Customer or an Affiliated Company.

22.5 Customer is also entitled by means of written notice to Supplier to terminate the Agreement, in whole or in part, out of court and with immediate effect if one of the following events occurs:

- a) Supplier makes promises or provides services to Customer's personnel – privately or otherwise – with the obvious intention to induce them to do or refrain from doing something contrary to their duties;
- b) Supplier damages the Customer's reputation and, by doing so, brings or will bring the Customer into disrepute.

22.6 In each of the cases listed in this **Article 22**, all Customer's claims against Supplier will become immediately due and payable. The provisions of this **Article 22** do not affect Customer's other rights under these General Terms and Conditions of Purchase, the Agreement, and the law.

22.7 Supplier is not entitled to terminate the Agreement early, or to suspend, modify, attach or claim a right on Customer or exercise similar rights when resolution action is taken against the Customer or when the Customer is under resolution, as defined in the Financial Supervision Act (also known as “Wet op financieel toezicht”) and Regulation (EU) nr. 806/2014, unless a competent authority gives explicit consent. The articles 3a:52 to 3a:55 of the Financial Supervision Act (Wft) are applicable accordingly to all Agreements between Supplier and Customer.

23 Assignment of Rights and/or Obligations

23.1 The Supplier will not be entitled to assign its rights and obligations under the Agreement to a third party without the written consent of the Customer. This consent will not be refused or delayed unreasonably. The Customer is however entitled to attach conditions to the granting of this consent. Customer hereby consents to an assignment – if any – by Supplier to a company that is part of the group of companies it belongs to (as defined in the Civil code of the Netherlands, book 2 article 24b), provided however Supplier shall remain liable for the full execution of this Agreement by such assignee. Supplier shall inform Customer of such assignment in writing prior to the assignment.

23.2 The Customer will be entitled to assign the rights and/or obligations under the Agreement to a third party in whole or in part and on an exclusive basis or otherwise. If this situation arises, Customer shall inform Supplier of such assignment and the Supplier hereby renders its cooperation to such

assignment.

24 Mutual Access to Buildings and protection of resources

- 24.1 Supplier shall perform the Work and the Services that are performed on premises of Customer, on calendar days, between 7 a.m. and 6 p.m., with the exception of weekends and public holidays, except when the Agreement otherwise stipulates or when the type of Work or Services other working hours necessitate.
- 24.2 The Customer undertakes that it will allow Supplier's Personnel access and the Supplier undertakes that it will allow Personnel of the Customer and/or personnel of a supervisory authority or a third party to be designated by the supervisory authority access to their premises for the performance of the Work under the Agreement or related supervisory, inspections and audits.
- 24.3 Supplier will take the necessary measures to prevent loss, theft and damage of the resources as meant in **Article 4.4 Prices** and will not use these resources for any purpose other than the execution of the Agreement. **Article 19 (Intellectual Property Rights)** of the General Purchasing Terms applies in full to the aforementioned resources.
- 24.4 The performance of this Work by the personnel of one party must take place under the normal working conditions of the other party, without prejudice to **Article 18 (Confidentiality, Security and Privacy)** herein. The security procedures and internal rules in force at the latter party must be observed during the performance of the Work.
- 24.5

25 Applicable Law and Dispute Resolution

- 25.1 Dutch law applies to all Agreements between Customer and Supplier and the conclusion of such Agreements.
- 25.2 Any disputes that may arise between Customer and Supplier as the result of an Agreement concluded or to be concluded by Customer with Supplier, or as a result of any further agreements that may arise therefrom, will be submitted exclusively to the court that has jurisdiction for that purpose in the judicial district of Utrecht.
- 25.3 Where in these General Terms and Conditions of Purchase and/or the Agreement a Dutch term is given in italics or in italics and in brackets after an English term and there is any inconsistency between the Dutch and English, the meaning of the Dutch shall prevail.
- 25.4 Where in these General Terms and Conditions of Purchase and/or the Agreement reference is made to legal terms and parties have a disagreement about the meaning of that legal term, the meaning of the Dutch text of the General Terms and Conditions of Purchase and/or the Agreement according to Dutch law prevails.

26 Miscellaneous

- 26.1 The failure by one of the parties to demand performance of any provision within a period stipulated in the Agreement, will not affect the right to claim performance, unless the party concerned expressly agreed to the non-performance in writing.
- 26.2 Obligations under these General Terms and Conditions of Purchase and/or an Agreement that due to their nature are also intended to carry on after the termination of the Agreement will continue to exist after the termination of the Agreement. These obligations include provisions on warranties, liability, intellectual property rights, confidentiality, dispute resolution and applicable law.
- 26.3 Amendments in the Agreement and deviations from these General Terms and Conditions of Purchase will only be valid if they are explicitly and expressly agreed to in writing.
- 26.4 Notices that the parties give to each other on the basis of the Agreement will be given in writing.

Verbal statements, promises or agreements have no force of law between parties.

- 26.5 In the event of inconsistency, the provisions of these General Terms and Conditions of Purchase will take precedence over the provisions in the Agreement, except insofar as the parties have expressly departed from this rule in writing in the Agreement, with reference to these General Terms and Conditions of Purchase.
- 26.6 If one or more provisions of these General Terms and Conditions of Purchase and/or the Agreement are invalid or voidable, this will not affect the validity of the remaining provisions. In the event of the invalidity or voidability of a provision of these General Terms and Conditions of Purchase and/or the Agreement, the parties shall negotiate in good faith and try to reach consensus on an enforceable, alternative provision to replace that which has been held to be invalid or voidable.

CHAPTER 3. PRODUCTS

This chapter applies only to all legal acts and Agreements which Customer performs and/or concludes with Supplier with regard to the purchase of Products.

27 Delivery and Transfer of Title

- 27.1 Supplier shall deliver the Products at its expense and risk to the place(s), at the time and in the manner as determined in the Agreement or subsequently agreed to in writing. An itemised list, which must show that the delivery corresponds to that which has been agreed to, will always be delivered together with the Products. The signature of that itemised list will not affect Supplier's obligations under the Agreement.
- 27.2 Delivery periods are deemed to commence at the time of conclusion of the Agreement. If Supplier and Customer agreed to strict deadlines, Supplier will be immediately in default ("*verzuim*") through the mere expiry of those strict deadlines.
- 27.3 Supplier is responsible for a thorough method of packing, transport, unpacking and security (if applicable, according to the statutory and/or applicable rules in Supplier's line of business), so that the Products when normally transported reach their destination in a good condition.
- 27.4 Ownership of the Products and the associated risk of loss or damage of the Products will pass to Customer once Supplier places the Products in the actual possession of Customer at the agreed place and Customer has accepted the Products and signed the proof of delivery. If the Supplier acquires Products on the instructions and for the benefit of the Customer and keeps these Products for the Customer, so that these Products can be called off at a time to be determined by the Customer, or can be used by the Supplier in a performance to be carried out by the Customer, title to these Products will pass to the Customer at the moment the Customer has paid the Products to the Supplier. The Supplier will be required to place clear markings on the Products indicating that the Products are the property of the Customer. The risk of loss or damage will pass from the Supplier to the Customer at the moment the Supplier has placed the Products under the actual control of the Customer at the agreed place, the Customer has accepted the Products and has signed the proof of delivery.
- 27.5 Supplier is obliged after delivery of the Products to immediately take back or fetch packaging material at Customer's request, at its own expense, unless Customer wishes to acquire ownership of the packaging material.

28 Documentation

- 28.1 Supplier will provide Customer with a sufficient number of copies (which may be electronic) of documentation written in Dutch on the properties of the Products and their scope for use. The documentation will be provided at the same time as the Products are delivered. The documentation

must be written in such a way that:

- a) it provides a correct, complete and detailed description of the Products to be supplied by Supplier and of their functions;
 - b) users may use all options of the Products easily; and that
 - c) third parties can also maintain the Products.
- 28.2 Supplier shall ensure that the documentation it provides will be replaced, amended or adapted as soon as possible, at its expense, if it becomes clear at any time during Customer's use of the Products that the documentation at the time of acceptance of the Products includes incorrect information or is otherwise incomplete, inadequate, unclear or outdated.
- 28.3 Customer is entitled to reproduce and amend the documentation free of charge for use in its own organisation, provided it maintains the references to copyright that are stated on the original copies or makes such additions to those copyright references as are requested by Supplier.

29 Training

- 29.1 Supplier shall make Customer familiar with the use of the Products. The training will be given by experts, who are competent and suitable for this purpose, and as far as possible by those experts who are or were involved in the Agreement.
- 29.2 The nature, scope, duration and costs of the training, as well as the nature of the experts (and if practically feasible their names), will be specified in the Agreement.
- 29.3 During the term of the Agreement, Supplier shall be prepared and able to give training to Customer's Personnel for the purpose of using the Products on reasonable conditions and for rates that are still to be agreed.

CHAPTER 4. HARDWARE AND/OR SOFTWARE

This chapter applies to all legal acts and Agreements which Customer performs and/or concludes with Supplier with regard to the purchase of Hardware and/or Software as a Product or as a Service (as defined hereunder). This Chapter is an addition to CHAPTER 3 of these conditions.

30 Definitions

- 30.1. The following terms have the stated meaning (also in the Agreements):
- a) Acceptance: in relation to Hardware and/or Software, the written approval of all components thereof;
 - b) Conversion: all of the measures and activities that are aimed at the transition from the current data processing procedure to the procedure for which use will be made of the Software and/or Hardware;
 - c) Customised Software: the software to be developed and/or adapted by Supplier for the benefit of Customer on the basis of the Functional Specifications and the Technical Design, including alterations and supplements of the Standard Software, with accompanying Documentation and Materials;
 - d) Documentation: the documentation relating to the Software and/or Hardware;
 - e) Functional Specifications: the report that sets out a complete and detailed user-orientated plan of the Software and that describes the functions and data that must be included in the Software, taking into account the properties of the Hardware, as laid down in the Agreement;

- f) Fault: the failure of the Software and/or Hardware to comply at all or completely with the agreed specifications, or the otherwise improper functioning of the Software and/or Hardware;
- g) Hardware: physical components of computer systems, including Systemsoftware, corresponding Materials, Documentation, Work, Services and the results of such Services;
- h) Implementation: the input of the Software into the Hardware and, where necessary, the adaptation of the Software in such a way that the Software functions according to the agreed specifications, including (if applicable) the Conversion of existing data files;
- i) Infrastructure and Architecture Requirements: the report that sets out all current and possibly future requirements concerning the infrastructure and architecture in order to be able to install and implement the Standard Software and/or install the Hardware;
- j) Installation: the set up, installation and configuration of the Hardware, as well as the adaptation of the Hardware, other equipment, or the System Software, so that the Hardware – even if the System Software has nothing to do with Supplier – complies with the provisions of the Agreement;
- k) Maintenance: the activities agreed on between Customer and Supplier for this purpose, which may consist of preventive maintenance, corrective/perfective maintenance, adaptive maintenance, support, training and/or the adaptation of the System Software and/or Software, as further specified in the Agreement;
- l) Maintenance Fee: the fee to be paid by Customer for the Maintenance, as further specified in the Agreement;
- m) Materials: the resources needed for the use, Acceptance, Implementation and/or Installation, alteration and Maintenance of the Software and/or Hardware, including but not limited to replacement parts, including data carriers and consumables, which are listed in the Agreement;
- n) New Version: an amended version of the Software, through which its functionality is increased;
- o) Place of Delivery: the area designated by Customer where the Delivery and Installation of the Hardware takes place, as specified in the Agreement;
- p) Place of Set Up: the place where the Hardware is set up;
- q) Schedule of Requirements: the schedule that sets out Customer's requirements with regard to computerised procedures and data flows, both quantitatively and qualitatively, with which the Customised Software must comply, as laid down in the Agreement;
- r) Software: all of the System Software, Standard Software, Work, and if any, Customised Software, including Updates, Documentation and Materials, as further specified in the Agreement;
- s) Standard Software: software consisting of proven technology, with accompanying Documentation and Materials, as further specified in the Agreement;
- t) System Software: the software operating independently of the information system, which will be used on the Hardware, with accompanying Documentation, as further specified in the Agreement;

- u) Technical Design: a detailed elaboration of the technical specifications of the Customised Software, to be developed on the basis of the Functional Specifications, as laid down in the Agreement;
- v) Updates: an amended version of the Software, through which Faults therein are remedied and small additions are added;

31 General

- 31.1 Hardware and Software are Products or Services under these General Terms and Conditions of Purchase and hence all terms and conditions applicable to Products and/or Services apply to Hardware and Software too.
- 31.2 For avoidance of doubt parties establish that inter alia Conversion, Installation, Maintenance, and similar activities constitute Work under these General Terms and Conditions of Purchase.
- 31.3 Delivery of Hardware and Software shall always include all (intellectual property protected) user rights necessary or beneficial to be able to make use of the Hardware and Software as intended by Customer. **Articles 19.5, 19.6, and 19.7 (Intellectual property rights)** apply mutates mutandis to the Software and Hardware.

32 Warranty

- 32.1. Notwithstanding the warranties set out in Article 12 (Warranty) of the General Terms and Conditions of Purchase, Supplier warrants that:
 - a) the Software and/or Hardware are efficient and reliable;
 - b) the Software and/or Hardware are fit for use in connection with the Software and/or Hardware to be used by Customer and its other existing Software and/or Hardware, insofar as Customer has made its existing Software and/or Hardware known to Supplier;
 - c) the Software and/or Hardware are fit for the purpose or purposes for which Customer purchased the Software and/or Hardware, as made known by Customer to Supplier;
 - d) the Software and/or Hardware comply with the applicable technical standards;
 - e) at the time of delivery the Software and/or Hardware do not contain any security locks or functions, or elements non-typical to the Software and/or Hardware (such as logic bombs, viruses or worms), other than those stated in the Documentation.

CHAPTER 5. DATA PURCHASE

This chapter applies to all legal acts and Agreements which Customer performs and/or concludes with Supplier with regard to Products and/or Services where data of natural persons is used.

33 Data policy and privacy

- 33.1 Supplier acknowledges that Customer has a policy with regard to personal data which declares as basic principle that personal data belongs to the data subject.
- 33.2 Supplier warrants that it has complied and shall comply with all relevant privacy laws and regulations in relation to the processing of personal data, including the collection for and sharing with Customer. Supplier warrants furthermore that it has informed data subjects adequately and obtained proper consent for sharing of such personal data with Customer when such is a conditions under applicable data protections laws.
- 33.3 Supplier indemnifies Customer against all actual or impending third-party claims in relation to the

sharing of personal data with Customer, such including penalties or administrative fines of authorities and claims from data subjects.