

1. DEFINITIONS

In this document: (a) "**Affiliate(s)**" shall mean in relation to a party, at any time (i) any person who directly or indirectly controls, is controlled by or is under the common control of such party and (ii) any person who has or holds, whether directly or indirectly, 50% or more of any voting securities (including equity interest) in such party or in any other company where such party has or holds, directly or indirectly, 50% or more of securities (including equity interest) with voting rights. For the purposes of this definition, "control" means, when used with respect to any specified person, the power to direct the administration and policies of that person, whether directly or indirectly, through equity interest, securities with voting rights, contract or otherwise; in each case, the terms "controlling" and "controlled" shall have related meanings; (b) "**Agreement**" shall mean the binding contract formed as described in Clause 2 herein; (c) "**Company**" means the company identified in the purchase order as the purchasing entity; (d) "**Goods**" shall mean both tangible and intangible goods, including software and related documentation and packaging; (e) "**Intellectual Property Rights**" or "**IPR**" shall mean patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, any protection offered by law to information and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing or which otherwise arises or is enforceable under the laws of any jurisdiction or any bilateral or multi-lateral treaty regime; (f) "**Liquidated Damages for Delay**" shall mean the compensation due by the Supplier to the Company for any delay in the performance of the Agreement; (g) "**Personal Data**" shall mean any and all information relating to an identified or identifiable individual, including but not limited to Company's current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors; (h) "**Processing**" shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb "Process"); (i) "**Purchase Order**" means the document named purchase order issued by the Company; (j) "**Services**" shall mean the services to be performed by Supplier for Company under the Agreement; (k) "**Supplier**" means the party in whatever capacity (supplier, contractor, subcontractor, vendor, etc.) selling, leasing and/or otherwise providing Goods and/or Services to the Company; (l) "**Work Product**" shall mean all deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediate versions thereof produced or acquired by Supplier, its personnel or its agents for Company in the performance of Services under the Agreement.

2. FORMATION OF THE AGREEMENT

These General Conditions of Purchase, together with the relevant Purchase Order, set forth the terms under which Company offers to purchase Goods and/or Services from Supplier. When Supplier accepts the Purchase Order, either by acknowledgement, delivery of any Goods and/or commencement of performance of any Services, a binding contract shall be formed. Such Agreement is limited to these General Conditions of Purchase, the relevant Purchase Order and any attachments. The Agreement can be varied only in writing signed by Company. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect the Agreement.

Company is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier.

3. TIME IS OF ESSENCE

Time is of the essence and all dates referred to in the Agreement shall be firm. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify Company in writing.

In the event that the Supplier is delayed in complying with any delivery date or any of its other obligations under the Agreement due to circumstances for which the Supplier is responsible, which includes every circumstance - other than an event of force majeure - occurring on the side of the Supplier, the Supplier will be in default, without any notice of default being required. In such event, the Supplier will be due to the Company the Liquidated Damages for Delay set out in the Purchase Order, notwithstanding the Company's right to all damages sustained and to be sustained by the Company due to such delay. Such damages include, but are not limited to, any and all delay compensations and/or penalties due by the Company to its client. If no specific Liquidated Damages for Delay have been set in the Purchase Order, the Liquidated

Damages for Delay per commenced day of delay shall be equal to 0,1% of the value of the Agreement. The Liquidated Damages for Delay shall not exceed 25% of the value of the Agreement. If the maximum amount of Liquidated Damages for Delay as set out above is reached the Company shall be entitled to terminate the Agreement.

4. PURCHASE OF GOODS

Unless otherwise stated in the Purchase Order, all Goods shall be delivered DDP ("Delivery Duty Paid") as per Incoterms 2020 at the place of delivery determined by Company (the "**Place of Delivery**"). Delivery shall be completed as per applicable Incoterm, but this shall not constitute acceptance of the Goods. Delivery shall take place during normal working hours unless otherwise stated in the Purchase Order. Unless otherwise stated in the Purchase Order, Supplier shall make no partial delivery or delivery before the agreed delivery date(s) (the "**Date(s) of Delivery**"). Company reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment, Company shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under the Agreement shall be executed with good workmanship and using proper materials.

Supplier shall pack, mark and ship the Goods in accordance with good industry practices and Company's specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for Company. Notwithstanding the provisions of the applicable Incoterms, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the Goods.

All Goods shipped shall be properly identified with Company's purchase order number and line/item identification number. The Supplier accepts full responsibility for the completeness and accuracy of all shipping documents provided to the Company. Supplier accepts any liabilities resulting from failure to comply with any import or export regulations.

The Purchase Order number must appear on all documents (e.g. invoices, packing lists, correspondence, and all shipping documents) pertaining to the Agreement.

5. INSPECTION, TESTING AND REJECTION OF GOODS PURCHASED

Company reserves the right to inspect the Goods or the manufacturing process for the Goods purchased at any time. If any inspection or test by Company is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Company's inspection personnel. Inspection, testing or payment for the Goods by Company shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by Company shall not release Supplier from any of its obligations, representations or warranties under the Agreement. Only written confirmation of the Company shall constitute acceptance of the Goods delivered.

If Company at any time does not accept any of the Goods, Company shall promptly notify Supplier of such rejection, and Clause 12 below shall apply. Within two (2) weeks from such notification, Supplier shall collect the Goods from Company at its own expense. If Supplier does not collect the Goods within said two (2) week period, Company may have the Goods delivered to Supplier at Supplier's cost, or with the Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy Company may have under the Agreement or at law. Goods not accepted but already paid by Company shall be reimbursed by Supplier to Company and Company shall have no payment obligation for any Goods not accepted by Company.

If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, Company may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection.

Goods purchased shall become the property of the Company free from liens and other encumbrances at the earlier of (i) payment of such Goods by the Company or (ii) when risk to the Goods passes to the Company as per applicable Incoterm. Risk of loss of Goods purchased shall pass to Company in accordance with the applicable Incoterm. _

6. HIRE OF GOODS

Unless otherwise stated in the Purchase Order, all Goods shall be delivered DDP ("Delivery Duty Paid") as per Incoterms 2020 at the Place of Delivery. Delivery shall take place at the agreed Delivery Date(s) during normal working hours unless otherwise stated in the Purchase Order. Unless otherwise stated in the Purchase Order, Supplier shall make no partial delivery or delivery before the Delivery Date(s).

Company reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment, Company shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement. Supplier shall pack, mark and ship the Goods in accordance with good industry practices and Company's specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for Company. Notwithstanding the provisions of the applicable Incoterms, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the Goods.

All Goods shipped shall be properly identified with Company's purchase order number and line/item identification number. The Supplier accepts full responsibility for the completeness and accuracy of all shipping documents provided to the Company. Supplier accepts any liabilities resulting from failure to comply with any import or export regulations.

The Purchase Order number must appear on all documents (e.g. invoices, packing lists, correspondence, and all shipping documents) pertaining to the Agreement. The Goods are delivered completely in conformity with the agreed specifications of the Purchase Order including all drawings, designs, calculations, models, prototypes and other documents. The Goods will be of good quality, in good working order, properly serviced and in perfect state of maintenance, free of any defects and fit for the purposes for which they are intended. Periods of mechanical or electrical breakdown of hired Goods will not be compensated by the Company and the Supplier will reimburse the cost related to such breakdown in proportion to the hire period.

The Goods will be completely in conformity with all requirements in respect of safety, environment and health, and will be fully in accordance with all applicable standards and fully meet the applicable regulatory standards.

The Goods will be delivered together with all documents and manuals relating thereto, including but not limited to all instructions in respect of use, safety, environment and health.

The risk of loss of the Goods shall remain with the Supplier at all times. The Company will only be responsible for damage to the hired Goods if and to the extent that such damage is attributable to any negligent acts or default of the Company. The Company shall not be responsible for normal wear and tear.

The Supplier warrants that the obligations set out in this section apply throughout the entire period of hire and the Supplier will, at its cost and without delay, replace, repair and/or maintain any hired Goods.

Unless otherwise agreed in writing, at the end of the period of hire, or in the event of early termination of the Purchase Order, the Supplier shall immediately, at its costs and risk, collect the hired Goods at the location where the Goods are at that moment, or at such location as may be directed by the Company. If the Supplier fails to collect the hired Goods as described herein the Company shall be fully discharged from any liability for any losses or damages to the hired Goods occurring after the expiry or early termination of the hire period.

7. PERFORMANCE/ACCEPTANCE/REJECTION OF SERVICES

Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

Supplier shall be fully liable for the acts and omissions of all third parties with whom it has contracted in connection with the Services. Only written confirmation by the Company shall constitute acceptance of the Services performed. If the Company does not accept the Service and/or Work Product(s), Clause 12 below shall apply. The Company shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by the Company in writing within thirty (30) days of such notification (or such other period as may be agreed).

8. PROVISION OF PERSONNEL

If the Purchase Order also includes the provision of personnel by the Supplier to the Company, the following will apply in addition to the other provisions of the General Conditions of Purchase.

The Supplier shall ensure that the provision of personnel is fully in accordance with all applicable laws and regulations in respect of the provision of personnel and nothing in the Purchase Order and/or the execution thereof, and nothing in the relationship between the parties (including hired personnel) can be deemed to construe an employment (or similar relation) with the Company. The Supplier shall indemnify and hold harmless the Company from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Company may incur due to Supplier's non-compliance with applicable laws, rules and regulations in respect

of the provision of personnel. The Supplier will ensure that the personnel it provides has the qualifications and fits the requirements as specified in the Purchase Order and is fully qualified to perform the work or services requested by the Company.

The Supplier is fully liable for all acts and omissions of the personnel it provides whether in the Supplier's employment or not.

The Supplier shall ensure and warrants that the personnel it provides shall fully adhere to all rules, regulations, prescriptions and precautions in respect of safety, environment, health and working conditions at the work site.

The Supplier shall not engage personnel that is not in Supplier's employment without the prior written approval of the Company.

If personnel made available by the Supplier does not meet the requirements set out in this section or if such personnel acts contrary to the obligations set out in this section or if the Company is dissatisfied with such personnel, all to the discretion of the Company, the Company is entitled to demand that such personnel is removed. The Supplier shall then, at its cost, ensure that such personnel is removed and replaced by other personnel fully complying with the requirements of this section.

All personnel is obliged to identify itself by means of official ID documents on the worksite.

The Supplier shall provide, upon first request of the Company, such details in respect of the personnel as the Company may reasonably require (e.g. names, social security/tax numbers, etc.).

The Supplier is solely responsible for fulfilling all payment obligations in respect of personnel, including but not limited to the payment of wages and of all taxes, social security contributions and pension premiums.

9. CHANGE ORDER

The Company may initiate changes by issuing to Supplier written notices that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the General Conditions of Purchase. Supplier will promptly comply with the terms of any change order.

10. PRICE AND PAYMENT

Company agrees to purchase or hire the Goods and/or Services and to pay the Supplier the price stated in the Purchase Order. All prices stated in the Purchase Order are fixed and shall not be adjusted save as provided otherwise in the Purchase Order.

Unless otherwise stated in the Purchase Order, Company shall pay all properly invoiced amounts due to Supplier within thirty (30) days following the end of month in which Company received the invoice, except for any amounts disputed by Company. The parties shall seek to resolve all such disputes in an amicable manner. Supplier shall continue performing its obligations under the Purchase Order notwithstanding any such dispute.

If Supplier fails to fulfil any of its obligations under the Agreement, Company may suspend payment to Supplier upon notice to Supplier.

Supplier hereby unconditionally accepts that Company and any of its Affiliates shall at all times have the right to set-off any amounts that the Company or any of its Affiliates owes to Supplier or its Affiliates against any amounts that Supplier or its Affiliates owes to Company or its Affiliates.

Payment of an invoice is not evidence or admission that the Goods or Services meet the requirements of the Agreement. Any bank charges incurred with payments made in connection with an Agreement shall be borne by the party incurring them.

Unless otherwise defined by the applicable Incoterms, all rates and prices of Supplier are inclusive of any possible taxes (including any withholding taxes), duties, levies and/or fees, except for any value added tax (VAT) or similar tax (e.g. goods and services tax, consumption tax, etc.). The rates and prices further include any license fees.

11. WARRANTY

Supplier represents and warrants to Company that all Goods purchased and/or Work Product(s) (a) are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;(b) strictly comply with the specifications, approved samples and all other requirements under the Agreement; (c) are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use; (d) shall be free from any and all liens and encumbrances; (e) have been designed, manufactured and delivered in compliance with the highest standards of industry and all applicable laws (including labour laws) and regulations; (f) are provided with and accompanied by all information and instructions necessary for proper and safe use; (g) will be accompanied by written and detailed specifications of the composition and characteristics, to enable Company to transport, store, process, use, maintain and dispose of such Goods and/or Work Product safely and in compliance with law. These warranties are not exhaustive and shall not be deemed to exclude any warranties set by law, Supplier's standard warranties or other rights or warranties which Company may

be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to Company and its customers.

Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth herein will subsist for a period of twelve (12) months from the Date of Delivery, or such other period as agreed in the Agreement (the "**Warranty Term**"). Purchased Goods that have been repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or six (6) months following the delivery date of such repaired or replaced Goods, whichever is longer.

12. NON-CONFORMITY

If any Goods, Services or Work Products are defective, latent or otherwise do not conform to the requirements of the Agreement, Company shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion: (a) require performance by Supplier; (b) require delivery of substitute Goods or Work Products; (c) require Supplier to remedy the lack of conformity by repair; (d) declare the Agreement rescinded; or (e) reduce the price in the same proportion as the value of the Goods or Services delivered in accordance with the Agreement, even if that results in a full refund of the price paid to Supplier. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse Company in respect of all costs and expenses (including, without limitation, inspection, handling, removal, storage and re-installation costs (as applicable)) reasonably incurred by Company in connection therewith. Risk in relation to the non-conforming Goods shall pass to Supplier upon the date of notification thereof.

13. INTELLECTUAL PROPERTY

Supplier represents and warrants to Company that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any third party (including Supplier's employees and subcontractors) IPR.

The purchase or hire of the Goods and/or Services shall confer on Company and its Affiliates an irrevocable, world-wide, royalty-free and fully paid up, nonexclusive and perpetual license under all IPR owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces. Furthermore, all such licenses shall include the right to transfer any such license and the right to grant sublicenses. Company shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Company to Supplier. All rights in and titles to the Work Product shall become Company's property upon its creation. If required, Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Clause.

Supplier shall not use any trademark, trade name or other indication in relation to the Goods or Services alone or in any combination without Company's prior written approval and any use of any trademark, trade name or other indication as authorized by Company shall be strictly in accordance with the instructions of and for the purposes specified by Company.

Supplier shall not, without Company's prior written consent, publicly make any reference to Company, whether in press releases, advertisements, sales literature or otherwise.

Supplier shall indemnify and hold harmless Company, its Affiliates, agents and employees and any person selling or using any of Company's products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or Services alone or in any combination or their use infringes any third party IPR, or, if so directed by Company, shall defend any such claim at Supplier's own expense. Company shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder. Supplier shall provide all assistance in connection with any such claim as Company may reasonably require.

If any Goods or Services alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by Company, but at its own expense: either (a) procure for Company or customers the right to continue using the Goods or Services alone or in any combination; or (b) replace or modify the Goods or Services alone or in any combination with a functional, non-infringing equivalent.

If Supplier is unable either to procure for Company the right to continue to use the Goods or Services alone or in any combination or to replace or modify the Goods or Services alone or in any combination in accordance with the above, Company may terminate the Agreement and upon such termination, Supplier shall reimburse to

Company the price paid, without prejudice to Supplier's obligation to indemnify Company as set forth herein.

14. INDEMNIFICATION

Supplier shall defend, indemnify, and hold harmless Company and Company Affiliates, their agents, successors or assigns and their respective directors, officers, shareholders and employees and anyone using or selling Company's products or services (collectively, "**Indemnitees**") against any and all loss, damage, liability, claim, allegation, action, judgement, interest, penalty, fines, cost or expense, including reasonable legal fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "**Losses**") arising out of or occurring in connection with Supplier's performance or non-performance of its obligations hereunder, Supplier's negligence, wilful misconduct or breach of the Agreement. Supplier shall not enter into any settlement without Company's or Indemnitee's prior written consent.

15. LIMITATION OF LIABILITY

Neither party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

Without limiting the above paragraph, in no event shall Company be liable under any theory of liability for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if Company has been advised of the possibility of such damages and in no event shall Company be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by Company.

16. INSURANCE

Supplier shall, at its own expense, maintain insurance in full force and effect with financially sound and reputable insurers and for the duration of the Agreement, which includes: (a) commercial general liability (including product liability) in a sum no less than EUR 1,000,000 (or equivalent in any other currency) per occurrence; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Agreement; (c) if the Supplier will use or provide for use of motor vehicles in providing and/or performing the Agreement, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, in compliance with the applicable laws of the country where such vehicles are used; (d) in addition to the above and in the event of hire of Goods, insurance against all risk of loss, theft or damage, in whole or in part, from any cause whatsoever, for the replacement value of such Goods. Deductibles shall be for the account of the Supplier. Company shall be named as co-insured with waiver of subrogation. Until the Supplier has provided Company with a certificate of insurance evidencing the coverage specified in this Agreement, the Company shall be entitled to withhold all payments to the Supplier.

17. COMPLIANCE WITH LAW

Supplier warrants and represents to Company that it is in compliance with and shall remain in compliance during performance of the Agreement and ensure that its employees, agents, contractors and subcontractors comply with all applicable laws, regulations and ordinances, including, without limitation, the health, safety and environmental policies and standards of Company.

Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Agreement.

18. EXPORT CONTROL COMPLIANCE

Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or reexport, directly or indirectly, any information, goods, software and/or technology to any country for which any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

Supplier agrees to inform Company in writing whether or not the supplied information, goods, software and/or technology is controlled under any export control laws, and if so, Supplier will inform Company about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, and/or export control licenses as applicable). Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide Company with all information required to enable Company and its customers to comply with such laws and regulations. Supplier agrees to indemnify and hold Company harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Company may incur due to Supplier's non-compliance with applicable laws, rules and regulations.

Supplier agrees to notify Company promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect Company.

19. FREE ISSUED ITEMS

If for the execution of the Agreement, the Company is to make available any equipment, goods or material, the Supplier shall take full responsibility for the care of any such free issued materials as from the moment such free issued materials are placed under care and custody of the Supplier until such free issued items are returned in good state to the Company as will be recorded in writing. Free issued items under the care, custody and control of the Supplier which are lost, damaged, allowed to deteriorate or used for a purpose outside of the terms of the Agreement, shall be replaced or repaired, either by the Supplier or, at the Company's discretionary option, by others, at the Supplier's sole cost and expense.

Upon termination of the Agreement the Supplier shall return immediately all free issued materials to the Company.

20. CUSTOMS COMPLIANCE

Upon request of the Company, Supplier shall provide Company with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin certificate/invoice declaration) to confirm the preferential origin status. Supplier shall identify for every Good the country of origin in compliance with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow Company to be the importer of record. If Company is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon Company request, provide Company with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to the Company.

21. DATA PROTECTION

Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants to the Company that Supplier shall: (a) comply with all privacy and data protection law and regulations applicable to its Services; (b) Process Personal Data only (i) on behalf of and for the benefit of Company, (ii) in accordance with Company's instructions, and (iii) for the purposes authorized by this Agreement or otherwise by Company, and (iv) insofar necessary for the Services rendered to Company and as permitted or required by law; (c) maintain the security, confidentiality, integrity and availability of the Personal Data; (d) implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and (e) promptly inform Company of any actual or suspected security incident involving the Personal Data.

To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Clause 21.

Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement. Supplier shall indemnify and hold harmless Company, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of its obligations under this Clause 21. The Supplier confirms having been adequately informed about the processing of its personal data and about its rights to access, rectification, deletion and objection. For further information on this process and on the rights, the Company explicitly refers to the privacy policy, which is available on the website <http://www.jandenul.com>.

22. ETHICAL CODE OF CONDUCT

With respect to the performance of this Agreement, the Supplier undertakes, for the entire duration of the Agreement, to comply with the Supplier Code of Conduct, rules and policies of the Jan De Nul Group, available on [Partners & Suppliers](#).

23. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which could not have been foreseen or avoided by such

party ("**Force Majeure** "). Force Majeure includes, but is not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, commotion, disorder, strike or lockout by persons other than employees of the affected party, or embargoes. The Supplier's economic hardship or changes in market conditions are not considered as Force Majeure. The Supplier shall use all reasonable efforts to mitigate the effects of any Force Majeure and resume performance under the Agreement promptly upon cessation of Force Majeure. If Force Majeure prevents the Supplier from performing its obligations under the Agreement for a continuous period of more than five (5) business days, the Company may terminate the Agreement immediately by giving written notice to Supplier without being liable for payment of any compensation to the Supplier.

24. TERMINATION FOR CONVENIENCE

Company may terminate the Agreement, in whole or in part, for any reason by giving written notice to Supplier at any time, in which event the Company shall - as Supplier's sole and exclusive remedy - compensate Supplier for and, in case of purchase of Goods, accept delivery of all finished Goods manufactured by the Supplier and Services or Work Products properly rendered at the date of cancellation. Upon receipt of such notice, the Supplier shall immediately cease all activities as is reasonable practicable.

25. TERMINATION FOR DEFAULT

The Company may terminate the Agreement, effective immediately, by giving notice in writing without compensation to the Supplier if the Supplier is in material breach of the Agreement and, if such breach is remediable, such breach has not been remedied within 30 days of the written notice. Material breaches by the Supplier shall include: (a) refusal or failure to make deliveries of the Goods and/or Services in whole or in part; (b) failure to perform any other provision of the Agreement; (c) failure to make progress so as, in the reasonable opinion of the Company, to endanger the performance of the Agreement in accordance with its terms; or (d) in the event the maximum amount of Liquidated Damages for Delay has been reached. If the Supplier is in default, the Company may recover from the Supplier damages resulting from such default, including the reasonable costs actually incurred to relocate the work to an alternate source and to purchase or hire the Goods and/or Services at the agreed price and the work-in-progress and raw materials at Supplier's actual cost. Company may further terminate the Agreement without compensation and with immediate effect by serving a written notice to the Supplier if the Supplier: (a) becomes (or threatens to become) insolvent or bankrupt, is placed (or threatens to be placed) into administration, receivership or liquidation, commences (or threatens to commence) proceedings to be wound up, enters into (or threatens to enter) into any voluntary arrangement with its creditors, or on the occurrence of any similar event according to the laws of its domicile; (b) undergoes any change in its ownership or disposes of all or a substantial part of its business or assets (other than for the purposes of a legitimate reorganisation), without the Company's prior written consent, which consent shall not be unreasonably withheld or delayed; or (c) if the Supplier, its agents or subcontractors, or any of their directors, officers and/or employees commit any breach of anti-corruption laws, rules or regulations applicable to the Supplier and the Company's business operations.

26. CONFIDENTIAL INFORMATION

All information disclosed or delivered by the Company to the Supplier including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations and dealings, pricing, discounts or rebates, whether orally or in writing, and whether or not marked as "confidential," in connection with the Agreement shall be treated by the Supplier as confidential, and shall not be disclosed or made available to others by the Supplier without the prior written consent of the Company. Upon Company's request, Supplier shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Clause. This Clause shall not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by the Supplier; (b) is rightfully and legally known to the Supplier at the time of disclosure; or (c) rightfully and legally obtained by the Supplier on a non-confidential basis from a third party who is not otherwise bound by a confidentiality obligation to the Company.

This Clause shall survive the termination of the Agreement for a period of five (5) years.

27. GOVERNING LAW AND DISPUTE RESOLUTION

Unless otherwise stated in the Purchase Order, all matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy Luxembourg, excluding any choice or conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Unless otherwise stated in the Purchase Order, any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg. The Company has the right, however, to bring the dispute before any other court of a competent jurisdiction. Without prejudice to the foregoing

provisions in this Clause, nothing in the Agreement shall restrict, limit or exclude the rights of the parties to seek injunctive relief or interlocutory measures before the jurisdiction of any other competent court.

28. CUMULATIVE REMEDIES

The rights and remedies under the Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

29. RELATIONSHIP OF THE PARTIES

The Supplier is an independent contractor. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

30. NOTICES

All notices, consents, claims, demands, waivers and communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Agreement or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, facsimile, registered mail or electronic mail. A notice is effective only upon receipt of the receiving party, and if the party giving the notice has complied with the requirements of this Clause.

31. SEVERABILITY

If any term or provision of the Agreement is found invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity of any other term of the Agreement which shall remain in full force and effect as if such invalid, illegal or enforceable provision had never been contained herein.

32. ASSIGNMENT

The Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement without the Company's prior written consent. Any purported assignment or delegation in violation of this Clause shall be null and void. No assignment shall relieve the Supplier of any of its obligations hereunder.

33. NO WAIVER

No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement by Company shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.