

GENERAL TERMS AND CONDITIONS OF DELIVERY OF THE DUTCH ASSOCIATION OF SUPPLIERS TO THE PRINTING AND ALLIED INDUSTRIES, FILED WITH THE CHAMBER OF COMMERCE IN THE HAGUE UNDER NUMBER 40530607

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context proves otherwise, words and expressions in these Terms and Conditions that are capitalised are defined words and expressions with the following meaning:

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| Confidential Information: | The content of the relationship between the Parties, as well as all competitively sensitive and business confidential information in whatever form (such as price lists, product specifications, protocols and price and innovation promotions), exchanged or to be exchanged by the Parties in connection with the (possible) conclusion of an agreement or during the agreement, in which they provide or have provided each other with insight or with which they are or have been confronted, which must be kept confidential; |
| Customer: | The party that receives Goods from the Supplier and/or purchases services from the Supplier; |
| Disclosing Party: | The Party that provides Confidential Information to the Receiving Party in the context of Article 14 of these General Terms and Conditions; |
| General Terms and Conditions: | These general terms and conditions of VLGA that apply to every offer, quotation, order and agreement of the Supplier; |
| Goods: | Physical items or objects, including machinery and/or production equipment, supplied by the Supplier |
| Intellectual Property Rights: | All current and future intellectual property rights such as patents, copyrights, database rights, neighbouring rights, trademark rights, registered and unregistered design rights, trade names, know-how and any other intellectual property right, whether or not registered or registrable and regardless of whether they are protected in the Netherlands or another part of the world. |
| Party: | The Supplier or Customer; |
| Receiving Party: | The Party that receives Confidential Information from the Disclosing Party in the context of Article 14 of these General Terms and Conditions; |
| Supplier: | A member of the VLGA who offers Goods and/or services to the Customer; |

VLGA:

The Dutch Association of Suppliers to the Printing and Allied Industries ("Vereniging van Leveranciers voor de Grafische- en Aanverwante Industrie"), an association with full legal capacity and with its registered office at Bezuidenhoutseweg 12, 2594 AV The Hague, listed in the trade register under Chamber of Commerce number 40530607;

- 1.2 Unless these General Terms and Conditions explicitly provide otherwise, the following applies to the interpretation of the General Terms and Conditions:
- (a) in these Terms and Conditions, a reference to an "Article" is deemed to be a reference to an article to or in these Terms and Conditions;
 - (b) references to a Dutch legal concept include, where applicable, the concept that most closely corresponds to the Dutch concept in relevant other jurisdictions;
 - (c) the words "including" and words of similar purport mean "including but not limited to";
 - (d) a reference to a person is deemed to be a reference to a natural person, a partnership or a legal entity; and
 - (e) the singular is deemed to include the plural and vice versa and a reference to a masculine form is deemed to include a reference to a feminine form and vice versa.

2. GENERAL

- 2.1 The applicability of general terms and conditions applied by the Customer is explicitly dismissed. A reference by the Customer to the applicability of its own general terms and conditions has no legal effect.
- 2.2 These General Terms and Conditions apply in all cases in which the Supplier enters into an agreement with the Customer, whereby the Supplier acts as a (potential) seller and/or supplier of Objects and/or services, and the Supplier wishes to use these General Terms and Conditions. These General Terms and Conditions do not apply to transactions in which the Supplier does not act in its own name, but as an agent of a manufacturer, importer or another supplier.
- 2.3 By accepting an offer or quotation, placing an order or signing an agreement, whether verbally, in writing, by email or in any other way, the Customer declares to have received a copy of the General Terms and Conditions, to be familiar with them, to agree with the content thereof.
- 2.4 Any disputes between the Supplier and the Customer will be settled exclusively by the competent court in the Supplier's place of business, unless:
- (a) mandatory statutory provisions prescribe otherwise; or
 - (b) the Supplier, as the claimant or requesting party, chooses the competent court in the Customer's residence or place of business.
- 2.5 All legal relationships between the Supplier and the Customer are governed by the laws of the Netherlands.

- 2.6 In these General Terms and Conditions, written or in writing also means via electronic means of communication, such as email.
- 2.7 Agreements that deviate from these General Terms and Conditions are valid only if recorded in writing.

3. QUOTATIONS AND CONCLUSION OF AGREEMENTS

- 3.1 All offers made by the Supplier are without any obligation. Unless explicitly stated otherwise, offers from the Supplier are deemed an invitation to enter into negotiations. The Supplier is entitled to revoke an offer without any liability for compensation, at the latest immediately after the Customer has accepted the offer.
- 3.2 An offer only applies to the specific underlying order and not to any future orders.
- 3.3 The Customer vouches for the correctness and completeness of the details provided to the Supplier and on which the Supplier bases its offer or quotation.
- 3.4 An agreement between the Parties is concluded by written agreement of the order by the Customer and subsequent written confirmation of the order by the Supplier.
- 3.5 The Supplier is not obliged to abide by its offers, quotations or order confirmations, if it is reasonably understandable to the Customer that the offers, quotations or order confirmations, or parts thereof, contain an apparent error or mistake. If an offer, quotation or order confirmation contains an (apparent) error, ambiguity or typographical error, the Customer will notify the Supplier thereof. The Supplier is not liable for any damage suffered by the Customer as a result of (apparent) errors, ambiguities or typographical errors in offers, quotations or order confirmations.
- 3.6 The Supplier and the Customer conclude an agreement for an indefinite period, unless the Parties agree otherwise.

4. PRICES

- 4.1 All prices in the Supplier's offers are exclusive of VAT and other government levies, exclusive of the cost price of the packaging referred to in Article 5.4 and excluding banking charges, unless agreed otherwise. All prices are in euros (EUR) and the Customer must make all payments in euros (EUR).
- 4.2 Prices in offers, quotations and agreements are based on data and information provided by the Customer. Any changes to the data or information provided by the Customer may result in changes to prices in offers, quotations and agreements.
- 4.3 The Supplier reserves the right to increase its rates in the interim, i.e. after making an offer and/or after concluding an agreement, if there are relevant changes in the market situation, including but not limited to exchange rate changes in foreign currencies that make purchasing by the Supplier (including raw materials) more expensive, as well as increases in raw material prices for other reasons, as well as increases in wages and/or other costs (as calculated by third parties from whom the Supplier purchases).
- 4.4 The implementation of an interim price increase by the Supplier does not give the Customer the right to terminate and/or dissolve the agreement, unless the implemented price increase is more than 20%. Costs already incurred or work already performed will be charged in the event of the termination or dissolution of the agreement. In that instance, the Customer is not entitled to

compensation. If the Customer does not terminate or dissolve the order within seven (7) days of the price increase, the Customer is deemed to have agreed to the price increase.

- 4.5 The Supplier is entitled to charge the Customer for import duties, turnover tax and all other taxes and duties relating to the delivery of the Goods, unless explicitly agreed otherwise.
- 4.6 The Supplier is entitled to index its rates annually in accordance with the price increase in the CBS producer price index (PPI). The Supplier will inform the Customer of this in writing.

5. DELIVERY AND THE COSTS THEREOF

- 5.1 Unless explicitly stated otherwise in the agreement, delivery will be Ex Works (EXW) as referred to in the most recent version of the Incoterms®.
- 5.2 If and to the extent the agreement, in deviation from Article 5.1, stipulates that the Supplier is also (partly) responsible for transport and insurance during transport, the Supplier will in principle determine the method of transport and the type of insurance during transport.
- 5.3 If and to the extent the agreement, in deviation from Article 5.1, stipulates that the Supplier is also (partly) responsible for transport, such transport will in principle take place at the risk of the Customer, on the understanding that the Customer will be entitled to any payments under the transport insurance. However, the Supplier has the right to set off any payments under the transport insurance against claims against the Customer.
- 5.4 Packaging is charged at cost price, unless explicitly agreed otherwise. The cost price of packaging is understood to mean: in the event of onward delivery in packaged condition, all packaging costs charged to the Supplier itself and, in the event of goods packed by the Supplier, the costs of used material (including unusable residual material) and the labour costs for the packing process. Separate agreements can be made regarding deposits.
- 5.5 Delivery dates agreed on with the Supplier are approximates and can never be regarded as a deadline. If delivery or completion times are exceeded, the Customer must send the Supplier written notice of default first.
- 5.6 If the Customer is required to make an advance payment or provide information or materials, the period within which the Supplier must deliver the Goods or complete its work will not commence until the Supplier has received such payment, information or materials.
- 5.7 The Customer cannot dissolve the agreement if agreed delivery or completion times are exceeded, unless delivery or completion is permanently impossible or if the Supplier also fails to perform the agreement within a period again communicated in writing by the Supplier.
- 5.8 The Supplier is entitled to perform the service(s) owed by him in parts.
- 5.9 Goods will be delivered in accordance with the description in the order confirmation. Subsequent delivery of parts need only be made to the extent possible for the Supplier.
- 5.10 If Goods are delivered urgently at the request of the Customer, the risk of incorrect or incomplete delivery will be borne by the Customer.

6. INSTALLATION, ASSEMBLY AND REPAIRS

- 6.1 Unless explicitly agreed otherwise in writing in advance, the Supplier will make fitters or other members of staff available, each time at calculation of all working and travel hours, as well as extra costs according to the then-prevailing rates of the Supplier.

- 6.2 If the Supplier installs or assembles Goods on the Customer's premises, the Customer is obliged to enable the Supplier's fitter(s) to install and assemble the Goods safely, to provide the necessary assistance (including the deployment of auxiliary personnel) and to make all hoisting, transport and other equipment and cleaning materials required for installation and assembly available to Supplier free of charge, unless agreed otherwise. If the Customer fails to comply with this obligation, the Supplier is entitled to charge the Customer for the costs of providing the necessary safety, deploying auxiliary personnel and providing equipment.
- 6.3 If the installation and assembly of Goods by the Supplier requires construction work, such as ground and masonry work, the construction of foundations, as well as the laying of pipes for gas, electricity, water or compressed air and the installation of driving gear, the Customer is responsible for the construction and the costs thereof.
- 6.4 The Customer must ensure that the building where the Goods are delivered complies with the relevant NEN standards with regard to construction and masonry, foundations, gas, water, compressed air and electrical systems and driving gear.
- 6.5 The Supplier is entitled to charge the Customer for additional costs arising from the fact that the fitter - due to the preparatory work not being completed in time, or as a result of any other cause for which the Supplier is not responsible - cannot commence his work immediately upon arrival or has to interrupt his work.
- 6.6 If installation and/or assembly cannot take place within office hours, the Supplier is entitled to charge the Customer for the additional costs incurred as a result.
- 6.7 With regard to the electrical equipment and/or installation of delivered Goods, the Supplier accepts no further liability than the liability laid down by the manufacturer in its terms and conditions of delivery.
- 6.8 Special safety measures and other provisions, whether or not to be installed in accordance with government regulations, are the responsibility of the Customer, unless agreed otherwise in advance. The costs thereof will be borne by the Customer and will only be incurred by the Supplier if explicitly agreed on between the Parties.
- 6.9 Instructions to the Supplier to carry out repairs, revisions and maintenance of delivered Goods, as well as to provide services or advice regarding delivered Goods, are carried out on the condition that the specification of the duration of the work, as well as the price quotation, are always without obligation.

7. PAYMENT CONDITIONS

- 7.1 The Customer must pay the Supplier's invoices within the period and in the manner stated on the invoice. Payment must be made in euros (EUR), unless another currency has been agreed on.
- 7.2 If the Customer fails to pay an invoice from the Supplier in time:
- (a) the Customer will be in default by operation of law;
 - (b) all payment obligations of the Customer, regardless of whether the Supplier has already invoiced in this regard, will become immediately due and payable;

- (c) from the day after the payment term stated on the invoice, the Customer owes statutory commercial interest within the meaning of Article 6:119a of the Dutch Civil Code on the invoice amount and all other amounts due and payable; and
 - (d) the Supplier has the right to charge the Customer for all judicial and extrajudicial collection costs.
- 7.3 Any payment by the Customer primarily serves to cover the extrajudicial collection costs and is thereafter deducted from the interest payable by the Customer and finally allocated to the oldest outstanding debts, regardless of any instructions by the Customer to the contrary.
- 7.4 The Customer may, under penalty of forfeiture of rights, only object to the invoice within the payment term, but no later than 14 days after the invoice date.
- 7.5 If one or more payment terms are exceeded or if one or more invoices from the Supplier go unpaid, the Supplier will have the right to suspend its performance under the agreement during the term of default until the full amount due has been paid.
- 7.6 In addition to Article 7.2(b), the Supplier's entire claim against the Customer is also immediately due and payable if:
 - (a) the Customer is declared insolvent or has been granted a moratorium;
 - (b) The Customer is dissolved or liquidated.

8. RETENTION OF TITLE AND OTHER SECURITIES

- 8.1 The Supplier remains the owner of the Goods delivered or to be delivered by it until the following has been fully and completely paid to the Supplier:
 - (a) the services owed by the Customer for all Goods delivered or to be delivered and work performed or to be performed under the agreement;
 - (b) all claims arising from the Customer's failure to fulfil such agreement.
- 8.2 The Customer cannot invoke a right of retention with regard to possible storage costs of Goods delivered by the Supplier, and may not set off these costs against services owed by it. The Customer must do everything it reasonably can to safeguard the Supplier's property.
- 8.3 If the Customer uses the Goods referred to in Article 8.1 to generate new goods, these are goods generated by the Supplier has formed for itself and the Customer will keep these Goods for the Supplier until all obligations referred to in Article 8.1 have been fulfilled.
- 8.4 As long any Goods are the property of the Supplier, the Customer may only dispose of them in the context of its normal business operations. Until the Customer has fulfilled all obligations referred to in Article 8.1, the Customer is not entitled to sell any Goods or to establish any limited right to any Goods.
- 8.5 If the Customer is in default with regard to the obligations referred to in Article 8.1, the Supplier is entitled to collect the Goods that belong to it from the place where they are located. To that end, the Supplier is entitled to enter the location in question. All costs in relation to the Supplier repossessing the Goods will be payable by the Customer.
- 8.6 As security for every claim the Supplier has or will have against the Customer at any time, the Customer hereby pledges to the Supplier, who accepts this pledge, all Goods of which the

Customer may become the (co-)owner, despite the provisions of Article 8.3, by formation, accession, mixing/merging with the Goods delivered and/or to be delivered by the Supplier.

- 8.7 If the Supplier has reasonable grounds to fear that the Customer will fail to fulfil its obligations, and in any case if: (i) the Customer is declared insolvent, applies for a moratorium, offers any composition, is placed under guardianship, (ii) the Customer liquidates its company or part thereof, (iii) the delivered or other Goods are seized at the expense of the Customer, (iv) the delivered Goods are seriously damaged, (v) the Customer fails to fulfil any obligation entered into towards the Supplier or (vi) the Customer enters into obligations elsewhere that seriously jeopardise the fulfilment of obligations accepted towards the Supplier, the Supplier, without prejudice to all other rights it is granted by law, and without any notice being required, will have the right to repossess the delivered Goods, without this resulting in the dissolution of the agreement, without being obliged to refund payments already received and with the right to claim compensation from the Customer for depreciation of the Goods or otherwise.
- 8.8 If the Supplier has reasonable grounds to fear that the Customer will not promptly fulfil its obligations, the Customer is obliged to provide proper security, in the format indicated by and on the Supplier's demand and to supplement this for the fulfilment of all its obligations, if so required. As long as the Customer has failed to do so, the Supplier will be entitled to suspend the fulfilment of its obligations.
- 8.9 In the cases referred to in Article 8.7, the Supplier will repossess the Goods from the place where they are located. To that end, the Supplier is entitled to enter the location in question. All costs in relation to the Supplier repossessing the Goods will be payable by the Customer.
- 8.10 If the value of the Goods repossessed by the Supplier must be assessed, this valuation will be undertaken by an expert to be appointed by the Supplier. During this valuation, account will be taken of the price for which the Supplier could obtain new Goods of the same nature as the repossessed Goods on the day of repossession; on the basis of the aforementioned price, account will also be taken of the depreciation due to use, damage, ageing and reduced saleability, for whatever reason, of the repossessed Goods.
- 8.11 To determine the reduced saleability of repossessed Goods, the costs the Supplier would have to incur for a general technical inspection in the event of any further sale will also be taken into account.

9. INTELLECTUAL PROPERTY

- 9.1 The Intellectual Property Rights to the Goods delivered by the Supplier remain vested in the Supplier.
- 9.2 If Intellectual Property Rights arise as a result of the Supplier's fulfilment of its obligations under an agreement, these Intellectual Property Rights will be vested in the Supplier, unless agreed otherwise in writing.
- 9.3 The Supplier cannot guarantee that delivered Goods will not infringe third-party (Intellectual Property) rights.

10. PRIVACY

- 10.1 The Customer indemnifies the Supplier against third-party claims on account of violation(s) of their future Intellectual Property Rights, violation(s) of privacy and/or incorrect management or incorrect storage of personal data, insofar as the Customer's course of action has increased the chance of violations of the law or incorrect handling of personal data. The Customer guarantees

that it has fulfilled all obligations arising from relevant privacy laws and regulations, including the General Data Protection Regulation (GDPR).

11. SUPPLIER WARRANTY

- 11.1 With regard to new and used Goods - regarding the latter, however, only to the extent that they have been sold by the Supplier as reconditioned and the Supplier has explicitly issued a warranty - a warranty for proper functioning will be issued for six months after delivery as referred to in Article 5, on the understanding, however, that the Supplier is never obliged to do more or different than the warranty or warranties issued to him by the manufacturers or other supplier(s) from whom he obtained the delivered Goods. If delivered Goods are used for an average of more than 8 hours per working day, the warranty period will be reduced by a proportionate percentage. This means that the warranty period is adjusted based on the proportion between the actual usage time and the standard usage time of 8 hours per working day.
- 11.2 The Supplier is obliged to replace or repair broken or defective parts insofar as the manufacturer or supplier that manufactured them enables the Supplier to do so. This obligation only exists within the period and subject to the proviso set out in Article 11.1 and without prejudice to the following provisions.
- 11.3 Defects in proper functioning must be reported to the Supplier in writing within 14 days of discovery and in any case no later than 14 days after the end of the warranty period, under penalty of forfeiture of rights.
- 11.4 Claims based on the Supplier's warranty obligation must, when disputed, be instituted at law under penalty of forfeiture of rights, within 12 months of the expiry of the terms referred to in the first paragraph.
- 11.5 The Supplier is never bound by any warranty if and as long as the other party fails to fulfil its obligations under the agreement, in particular those relating to payment.
- 11.6 A warranty is issued for Goods shipped in disassembled condition only if assembly was carried out under the responsibility of the Supplier.
- 11.7 If the other party has repairs carried out or changes made to delivered Goods, regardless of the nature of these repairs or changes, explicitly including new installation or assembly after a move or relocation, other than by or on behalf of the Supplier or without the Supplier's explicit permission, any claim to warranty and any right to complain with regard to those delivered Goods will lapse.
- 11.8 The warranty referred to in article 11.1 will never relate to a defect in proper functioning due to normal wear and tear or to a defect in proper functioning due to improper, incorrect or careless handling, overloading, unsuitable operating resources, defective engineering structure, unsuitable building land or chemical, electrical, electronic or electrical engineering influences, including the temporary or prolonged absence of the required voltage on the electrical network.
- 11.9 Except in the case referred to in Article 11.1, no warranty is ever provided for used Goods.
- 11.10 Temporary absence of delivered Goods due to the necessity of repairs will never oblige the Supplier to pay any compensation and will in no way suspend existing payment obligations.
- 11.11 The warranty provisions in Article 11.1 apply accordingly to replacement parts supplied by the Supplier.

- 11.12 If the Supplier fails to fulfil its obligation to replace or repair within a reasonable period after being summoned to do so, it will be liable at most for the reasonable costs incurred by the Customer to have the repair or, if the repair would cost more than half of the original purchase price, the replacement carried out by a third party. In the event of repairs, the costs incurred will never exceed half of the original purchase price. In the event of replacement, the Supplier will never owe more than the original purchase price and in that case, the delivered Goods must also be returned to the Supplier.

12. COMPLAINTS

- 12.1 Unless it concerns an issued warranty in which case the warranty provisions apply, the Supplier is obliged to consider complaints only if they are submitted to the Supplier in writing.
- 12.2 Return shipments to the Supplier are permitted only after prior written consent; in such cases, they must be sent carriage paid, unless the Supplier accepts the complaint in advance.
- 12.3 Complaints must be made as soon as possible, but no later than 14 days after delivery or - in the case of invisible defects - within 14 days after the defects could reasonably have been discovered. The Customer is obliged to inspect the delivered Goods immediately upon delivery.
- 12.4 Actions and defences, based on facts that would justify the assertion that the Goods supplied do not comply with the agreement, are barred following a period of one year following delivery.
- 12.5 If the delivered Goods fail to comply with the agreement, the Supplier is - at its discretion - only obliged to deliver the missing Goods, repair or replace the delivered Goods.

13. LIABILITY

- 13.1 The Supplier will not be liable for direct or indirect damage, including consequential damage, unless in the event of intent or deliberate recklessness on the part of the Supplier or its management. Consequential damage is in any case taken to mean lost profits, lost savings, reduced goodwill, damage due to business interruptions, damage as a result of claims by the Customer's customers, damage related to the use of third-party goods, materials or software prescribed by the Customer to the Supplier and damage in connection with the engagement of suppliers of the Supplier prescribed by the Customer to the Supplier. The Supplier will also be excluded from liability for damage related to mutilation, destruction or loss of data or documents. The exclusions and limitations of liability set out in this article do not apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of the Supplier or its management.
- 13.2 The Supplier will not be liable for any damage resulting from: (i) intent or gross negligence of persons used by the Supplier in the fulfilment of the obligation, (ii) the unsuitability of Goods used by the Supplier in the fulfilment of the obligation, (iii) third parties exercising one or more rights against the Customer in respect of a failure by the Customer to fulfil an agreement concluded between the Customer and that third party, (iv) defective Goods, materials, government measures, fire, explosion, war, threat of war, civil unrest, sit-ins, embargo, strikes, lockouts, general transport problems, epidemics/pandemics, natural disasters, nuclear disasters, terrorism, import, export and/or transit bans, suppliers failing to fulfil their obligations, production disruptions or (v) other forms of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
- 13.3 The Supplier will never be liable for:

- (a) any damage, directly or indirectly resulting from the installation or assembly of Goods supplied by it on an unsuitable foundation or subsoil; and/or
 - (b) damage, directly or indirectly resulting from incompetent or improper operation by the Customer or the use of defective material by the Customer; and/or
 - (c) trading loss or consequential damage, as well as profits lost due to the manner in which the installation or assembly work is carried out.
- 13.4 In all cases, the damage to be compensated by the Supplier is limited to direct material damage, limited to an amount equal to a maximum of the invoice value of the relevant agreement.
- 13.5 In all cases, the damage to be compensated by the Supplier is limited to the amount paid out by its insurer in that particular case.
- 13.6 The exclusions and limitations of the Supplier's liability set out in this article are without prejudice to the other exclusions and limitations of the Supplier's liability set out in these General Terms and Conditions.
- 13.7 The condition with regard to any right to compensation being created will always be that the Customer reports the damage in writing to the Supplier as soon as possible after it has arisen. Any claim for compensation against the Supplier will lapse by the mere passage of twenty-four months after the claim arose, unless the Customer has instituted legal proceedings for compensation for the damage before the expiry of that period.
- 13.8 The Customer will indemnify the Supplier against any compensation and all costs and damage that may arise for the Supplier from third-party claims on account of any defect in the Goods delivered by the Supplier to the Customer or on account of Customer's use thereof.

14. TERMINATION

- 14.1 The Supplier may dissolve an agreement with the Customer in whole or in part with immediate effect, without being liable for any compensation and without prejudice to any other rights to which it is entitled and without notice of default or judicial intervention being required, if:
 - (a) the Customer files a winding-up petition, is declared insolvent, files for (provisional) moratorium, is granted (provisional) moratorium, offers any composition to creditors or is placed under curatorship;
 - (b) the Customer dissolves or liquidates its business or part thereof;
 - (c) a substantial part of the Customer's assets or the Goods delivered by the Supplier to the Customer are seized;
 - (d) the Customer fails to fulfil any obligation towards the Supplier and has not remedied this failure within a reasonable period of time after being summoned to do so by the Supplier; or
 - (e) the Customer enters into obligations elsewhere that seriously jeopardise the fulfilment of obligations towards the Supplier.
- 14.2 Obligations in the General Terms and Conditions which by their nature are intended to continue after the dissolution of Agreement will continue to apply in full after the dissolution of the Agreement. These obligations include Choice of forum and law (Articles 2.4 and 2.5), Retention of title and other securities (Article 8), Intellectual property and privacy (Article 9), Supplier

warranty (Article 10), Complaints (Article 11), Liability (Article 12), Confidentiality and secrecy (Article 14) and Force majeure (Article 15).

15. CONFIDENTIALITY AND SECRECY

- 15.1 The Parties will treat Confidential Information as confidential and keep it secret.
- 15.2 A Receiving Party will not use, copy or store any Confidential Information of the Disclosing Party for any purpose other than that for which it was provided. The Disclosing Party's Confidential Information will be kept secure and for no longer than is reasonably necessary for the performance of an agreement.
- 15.3 The Receiving Party will not provide or otherwise disclose the Disclosing Party's Confidential Information to any third party unless it has obtained the written consent of the Disclosing Party or is required to do so by law, court order, or order of a competent governmental authority.
- 15.4 The Receiving Party may disclose or provide Confidential Information only to its employees or contractors who are actually engaged in the relevant agreement requiring such Confidential Information and only on the condition that such employees have agreed in writing to maintain confidentiality with respect to such information. Furthermore, the Receiving Party guarantees that its employees are aware of and comply with the agreed duties of confidentiality.
- 15.5 When engaging third parties - with the exception of (legal) advisors who are subject to a duty of confidentiality and/or right of non-disclosure - in the context of any Agreement, a Party must first request written consent from the other Party if such third parties are to be granted access to Confidential Information. Any third party receiving Information must undertake in writing to act in accordance with the intent of any Agreement and to handle the information received with great care. Furthermore, each Party must establish and maintain a list of all third parties with whom it has shared Confidential Information and what Information it concerns.
- 15.6 The duty of confidentiality does not apply to information with regard to which the Receiving Party can prove that:
 - (a) it is or has become publicly known after the commencement of the Agreement through no fault of the Receiving Party;
 - (b) it was developed or collected independently of the information to be received;
 - (c) it was received from a third party and could reasonably believe that such Confidential Information did not originate from the Disclosing Party;
 - (d) it must be disclosed upon order of a judicial body, administrative body, supervisory authority or another government agency, provided that the Receiving Party will promptly notify the Disclosing Party thereof to give the Disclosing Party the opportunity to intervene and possibly prevent the disclosure.
- 15.7 In no event will Confidential Information lose its confidential nature solely because such Confidential Information contains certain aspects which contradict the confidentiality of such Confidential Information. In this context, reference is made to, among other things but not limited to, aspects from Article 14.6 of these General Terms and Conditions.
- 15.8 The Parties will take all reasonable (precautionary) measures to prevent third parties or other persons who should not have knowledge of the Confidential Information from being given the opportunity to take cognizance of the Confidential Information.

16. FORCE MAJEURE

- 16.1 The Supplier is not obliged to fulfil any obligation if it is unable to do so as a result of force majeure.
- 16.2 Force majeure is taken to mean all external causes, foreseen or unforeseen, which are beyond the control of the Parties and which leave the Parties unable to fulfil any of their obligations.
- 16.3 Force majeure is also taken to mean defective goods, materials, government measures, fire, explosion, war, threat of war, civil unrest, sit-ins, embargo, strikes, lockouts, general transport problems, epidemics/pandemics, natural disasters, nuclear disasters, terrorism, import, export and/or transit bans, suppliers failing to meet their obligations, and disruptions in production.
- 16.4 Either Party has the right to dissolve the Agreement in writing if a force majeure situation persists for more than 90 days. In that case, anything performed pursuant to the agreement will be paid for proportionally, without the Parties owing each other anything else.

17. OTHER

- 17.1 The Supplier is at all times entitled to set off (a) its claims, on whatever grounds, against the Customer with (b) claims of the Customer against the Supplier, on whatever grounds.
- 17.2 Unless explicitly agreed otherwise in writing, the Customer is not entitled to set off its claims, on whatever grounds, against claims of the Supplier against the Customer.
- 17.3 The Supplier is at all times entitled to suspend its obligations if it discovers a shortcoming in the fulfilment of the Customer's obligations.
- 17.4 The Supplier is authorised to outsource all or part of the performance of an agreement to a third party.
- 17.5 All samples and models are provided for indication purposes only and may not be resold by the Customer. The Customer must destroy or return any samples and models received on the Supplier's written demand.
- 17.6 The Customer is not entitled to transfer all or some of the rights and obligations arising from an agreement to any third party without the prior written consent of the Supplier. The Supplier may attach conditions to such consent. The Supplier is entitled to transfer its rights and obligations to a company that is part of the group company to which the Supplier belongs.
- 17.7 The Supplier reserves the right to make changes or additions to these General Terms and Conditions. If this happens, the new version of the General Terms and Conditions will automatically apply to all existing legal relationships and the new General Terms and Conditions will replace the present General Terms and Conditions. Changes and additions will be announced to the Customer in writing and will be implemented at a date to be stipulated by the Supplier. If the Customer is negatively affected by the change, it can terminate an agreement within 30 (thirty) calendar days of being notified of the change, with effect from the date on which the new General Terms and Conditions come into force.
- 17.8 If one or more provisions of an agreement to which these General Terms and Conditions apply deviate from these General Terms and Conditions, the provisions of that agreement will prevail.
- 17.9 If any provision of an agreement and/or these General Terms and Conditions is invalid, the remainder of that agreement and/or these General Terms and Conditions will remain in full

force. If the invalid provision is a key clause, the Parties will agree on a new clause that reflects the Parties' intentions as closely as possible. If the invalid provision is not a key clause, the Supplier is entitled to establish a new provision that reflects the purport of the invalid provision as closely as possible.

- 17.10 Failure by the Supplier to invoke these General Terms and Conditions or any provision contained herein will not be construed as a waiver by the Supplier of any right or remedy to which the Supplier is entitled under these General Terms and Conditions.
- 17.11 Notices between the Parties by virtue of any agreement must be made in writing. Verbal notifications, commitments or agreements will not have any legal effect unless confirmed in writing.
- 17.12 The headings of articles in these General Terms and Conditions and any agreement merely serve to give a general idea of their content but have no significance for the interpretation of the provisions of the General Terms and Conditions or any agreement.
- 17.13 By signing this Agreement, the undersigned declare to be authorised to enter into an agreement for themselves or on behalf of the respective legal entities on whose behalf they sign, that they will observe the provisions of their articles of association and that all necessary formalities have been fulfilled.
- 17.14 For the performance of the agreement, the Parties have chosen their address for service at the address stated in the heading of the agreement, unless a different address is specified in writing.

These General Terms and Conditions of Delivery were filed with the Chamber of Commerce in The Hague under number 40530607 on [date].