

## Terms & Conditions

**General Terms and Conditions** of Purchase of Altur Networks N.V. holding office at De Huchtstraat 35, 1327 EC Almere (the Netherlands) with Chamber of Commerce No.: 34257037

### Article 1: Applicability, definitions

1. The following definitions apply.
  - a. "Agreement": an agreement between the Company and the Supplier as referred to in [Article 3](#);
  - b. "Company": the buyer, being: Altur Networks. N.V. including any of Company's affiliates or subsidiaries;
  - c. "Document(s)": any document (to be) provided by the Supplier for the purpose of or in relation to the delivery of the Items and/or Services, such as warranty certificates, operating instructions, maintenance instructions, manuals and instruction leaflets. This may concern both physical and digital documents;
  - d. "Factory refurbished/ certified refurbished": these are used Items that were tested and re-sprayed by the OEM;
  - e. "General Terms and Conditions of Purchase": these terms;
  - f. "Information": both the Documents as the other (oral) data that is (to be) provided by the Supplier such as specifications and descriptions;
  - g. "Items": the goods purchased by the Company. This can be either components or end products;
  - h. "New": the Item is 100% new and has a sealed box with tape from the manufacturer. The Item may have been pre-owned but is absolutely 100% new, never used;
  - i. "New-retail": this describes Items that are purchased new from a distributor or manufacturer. They are intended for re-sale and carry a manufacturer's warranty;
  - j. "New open box - may be missing some accessories": indicates the Items that may have been opened and some of the accessories are missing. It is highly possible that these Items may be part of the cancelled configured orders or demo stock that has not been used but has been kept in the original packaging;
  - k. "OEM": Original Equipment Manufacturer. An OEM is a company that manufactures or develops the Items that are purchased by the Company.
  - l. "Offer": any offer from the Supplier, whether or not in the form of a written quotation which is superseded by a prevailing (purchase) order;
  - m. "Order": the purchase order or the Company;
  - n. "Purchaser": the purchaser of the Company, the natural person or legal entity to whom the Company has resold the Items supplied - either for own use or otherwise;
  - o. "Refurbished": indicates the Items that definitely have been used and may probably have some form of Smartnet or maintenance contract. However, the Items may be re-sprayed and refurbished by the Supplier's supplier through a highly standard procedure and restored in a plain box;
  - p. "Services": any services provided to the Company by the Supplier;
  - q. "Supplier": The seller of the Items and/or Services including any of its affiliates;
  - r. "Used products": indicate that the Items have been used;
  - s. "Unused - sealed in the original packaging": this describes the Items that have never been used and the package has not been opened. It may be excess inventory that has been stored for some time;
  - t. "Wholesale": used Items that that are in mint condition sold by the OEM through selected partners. These Items come in original boxes and can be recognized by the letters WS after the part number;
  - u. "Website": the website of the Company: [www.alturnanetworks.com](http://www.alturnanetworks.com).
2. These General Terms and Conditions of Purchase apply exclusively to the relationship between the Company and the Supplier, including all Orders and Agreements concluded between them.
3. The applicability of the general terms and conditions of the Supplier, inclusive those which are implied by trade, custom, practice or course of dealings, are explicitly excluded and insofar as these are previously agreed upon and either conflict with or supplement these General Terms and Conditions of Purchase shall no longer be recognized, unless a separate overriding written contract has been entered into and signed by the parties. (Standard) reference(s) to terms and conditions of the Supplier in e-mails, letters, orders and other (contractual) documents are objected to. No rights can be derived from such reference. Supplier's acceptance of the Order, the shipment or delivery of the Items or executions of Services shall constitute Supplier's assent to and acceptance of these General Terms and Conditions of Purchase.
4. Once these General Terms and Conditions of Purchase have been applicable to a legal relationship between the parties, the Supplier is deemed to have consented in advance that these General Terms and Conditions of Purchase shall also apply to any other Agreements entered into and to be entered into thereafter between the Company and/or any of its affiliates acting as buyer, and the Supplier.
5. Additions or amendments to the Agreement or the General Terms and Conditions have to be mutually agreed upon by both parties in writing.
6. The Company is entitled to alter the General Terms and Conditions of Purchase. Any alteration will become valid once it has been published on the Website.
7. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions or any Agreement shall not affect the validity of the remaining provisions. An invalid provision will be replaced by a valid provision that approximates the invalid provision where possible in terms of purpose and scope.

### Article 2: Offers and prices

1. The Supplier shall clearly state the following in its Offer:
  1. The condition, specifications, numbers, quantities, delivery terms (time) and prices that apply to the Offer;
  2. which costs are included in the price or not;
  3. whether the price is inclusive or exclusive of BTW (Dutch VAT);

4. whether the delivery term (time) and/or price depend on variable factors or specific circumstances or not, such as current prices, seasons, availability of raw materials, parts etc.;
  5. its term of validity. If no term is stated, the Offer is deemed to be valid for at least 1 (one) month after it has been received by the Company. Within this term, the Offer cannot be revoked.
2. Prices offered are fixed and all-inclusive, unless parties explicitly agree otherwise in writing in the form of an Order issued by the Company. Additional costs which have not been explicitly accepted in writing by the Company prior to delivery are not eligible for payment. This includes the cost for standard packaging, duty-paid delivery ("DDP") and other taxes which the Company is not required to pay under applicable statutes.
  3. Samples, including models, specimens and thereto related documents displayed or provided by the Supplier as well as dimensions, weights, colours, features, capacities included or stated in the Offer and any other Information shall be accurate and complete. The Company can rely on it that the Items to be delivered correspond with the samples and the Information. The Company may keep the samples referred to in the previous paragraph, unless parties agree otherwise in writing.

### **Article 3: Establishing agreements**

1. Orders shall be made exclusively by the Company's purchasing department. The content of oral or telephone discussions shall only be binding when they are confirmed in written or text form. All requests by the Company to the Supplier to make an Offer are without engagement.
2. The content of the Agreement shall be determined exclusively by the Order and these General Terms and Conditions of Purchase and is established by:
  - a. acceptance in writing of an Offer from the Supplier by means of the prevailing Order from the Company;
  - b. acceptance in writing by the Supplier of the prevailing Order of the Company. If this confirmation should differ from the Order, the Company shall only be bound to it after the Company has agreed to the difference(s) in writing;
  - c. by signing a written contract by both parties.
3. Payment or acceptance of the Items and/or Services delivered/supplied by the Supplier to the Company does not constitute an Agreement.
4. The Supplier shall not have the right to object to the manner in which the Agreement was executed as a defence to the enforcement of the Agreement.
5. The Supplier is not entitled to assign the performance of the Agreement or any part thereof to third parties, or to cede or pledge to third parties any rights or claims that the Supplier may have against the Company under the Agreement, without the written consent of the Company.
6. Data extracts from (computer) systems of the Company provide compelling proof regarding the content of received data and/or sent data up until the moment irrefutable counter evidence is provided.

### **Article 4: Changes**

1. Offers, delivery deadlines, warranties, specifications and price lists provided by the Supplier, as well as other provisions agreed in writing, may not be unilaterally changed after their issue unless otherwise detailed in these General Terms and Conditions of Purchase.
2. Supplier shall notify the Company in advance in writing of all changes in raw materials, manufacturing or testing methods, packaging, shelf life or other changes which may affect the quality of the Items delivered under the Agreement. Such changes must be agreed upon by the Company in writing.
3. Until delivery of the ordered Items, the Company may change the content or scope of its Order, including such changes which effectively result in cancellation of the entire Order, at no cost.
4. If a change requested by the Company should have consequences for the agreed price and/or delivery term, the Supplier shall inform the Company of this in writing within five (5) working days after notification of the requested change, yet no later than one (1) day prior to the initial agreed delivery day, unless such is deemed unreasonably. If the parties fail to reach an Agreement about the new price and/or delivery term, the Company may terminate (*ontbinden*) the Agreement, in full or in part, with immediate effect by means of a written statement to the Supplier without being obliged to pay for any damage, costs or interest.
5. If the Supplier is not able to supply the ordered Items and/or deliver the Services and is only able to offer a more expensive alternative, the Company is entitled to the delivery of this alternative at the price of the originally ordered Items/Services.

### **Article 5: Confidential information**

1. Parties shall treat and undertake to observe confidentiality of all information concerning the (contents of the) Agreement or the order as well as all (other) information that the Parties have obtained in the context of concluding and executing the Agreement from or about the other Party in confidence, such as transactions contemplated by these General Terms and Conditions, and negotiations concerning the same, secrets or confidential commercial, financial, marketing, technical or other information, compatibility information, Knowhow, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of the Agreement which the other Party knows or has reason to know is confidential, together with any reproductions of such information in any form or medium or any part(s) of this information. Each party shall only provide this information to its employees or other third parties insofar as necessary for the execution of the Agreement.
2. Each Party shall take every reasonable precautionary measure in order to maintain confidentiality of this information. This duty of confidentiality also applies to its employees and third parties which are involved in the execution of the Agreement.
3. The obligation of confidentiality shall not apply to information which i. was at the time of disclosing publicly available or will become publicly available through no breach of confidentiality, ii. was lawfully obtained through third parties, provided that such parties did not act in breach of any confidentiality obligation regarding such information, iii. as a result of law and/or regulations or a court order must be disclosed by the disclosing Party and/or iv. was obtained prior to concluding this Agreement at which time said information was not subjected to confidentiality.
4. The Buyer may not use the name of the Company and/or the content of the Agreement as a reference, without the prior written approval of the Company.

#### **Article 6: Collection of data by the Company**

1. The Company may collect and process personal data, such as e-mail, phone number, names and other contact details of the Buyer's representatives, employees, ultimate beneficiary owner and other data subjects, in connection with the preparation and due execution of its Services and/or the Agreement. The Buyer confirms that it has informed its employees, its representatives, its contact persons, the beneficial owners and the Data Subjects of the processing undertaken by the Company and of the sharing of the (personal) data as described in this article and the privacy statement on the Website.

#### **Article 7: Place of performance**

1. Unless otherwise stated by the Company the place of performance is the place of destination as specified by the Company on its Order.
2. In case the Company accepts a delivery or Service, the Supplier shall bear the burden of proving that the delivery or Service was complete.

#### **Article 8: Delivery, delivery General Terms and Conditions of Purchase**

1. Unless otherwise expressly specified on the Order, the Items shall be transported DDP to the final destination of the Company.
2. Time is of the essence and agreed delivery General Terms and Conditions of Purchase are therefore strict deadlines. The term for performance commences on the Order date, unless the parties agree otherwise in writing. Should the Supplier fail to meet all or part of the requirements laid down in Article 9.2, the Supplier will immediately be in default without any notice of default being required. In such case, the Company shall be entitled, without judicial intervention and without prejudice to its other rights, to terminate (*ontbinden*) with immediate effect the entire Agreement or that part of the Agreement that has not been performed (and to have a third party perform the same at the Supplier's expense).
3. The Supplier is obliged to notify the Company immediately in writing in the event of an imminent expiry of the agreed delivery term, stating the expected length of the delay, the measures taken and stating the nature of the circumstances leading to the delay.
4. Notwithstanding the provisions of the previous paragraphs, the Company may, in the event of expiry of an agreed term impose for each week a fine of 1% of the invoice amount, with a maximum of 10% of the invoice amount. Parts of a week shall be computed as a full week. This does not affect the Company's entitlement to compensation for the loss that Company has actually suffered.
5. Without the Company's prior written permission, the Supplier may not supply the ordered Items in part deliveries.
6. The risk of Items to be delivered transfers to the Company the moment these Items arrive at the agreed location or have been collected by the Company and the Company has signed a delivery note related to the Items. At this moment also the title to the Items shall pass to the Company
7. Dispatch or transport of the Items shall take place at the expense and risk of the Supplier. The Supplier shall be liable for any damage of whatever nature that is related to the dispatch or the transport of the Items.
8. Bills of lading, packing slips, etc. signed by the Company are only valid as proof of receipt of the delivered Items, but may not be regarded as an acceptance of these Items and/or constitute a waiver of a claim of the Company's for compensation.
9. The Company may postpone the delivery for a reasonable term, without being obliged to pay the Supplier compensation for damages, costs or interest. During this term the Supplier shall store the Items in proper packaging, separated from any other Items and clearly marked as the Company's Order and in such a manner that the Items shall not deteriorate in quality.
10. Independent of the other articles of these General Terms and Conditions of Purchase, the Supplier is obliged to strictly conform with the Company's instruction regarding preservation, certification, labelling shipment, transport documents to accompany delivery, etc.
11. As part of the Agreement the Supplier shall deliver with the Item all the (spare) parts, accessories, Information, including but not limited to a REACH-statement including supporting report(s), a CE-declaration including supporting reports proving compliance with the relevant EU-legislation (e.g. EMC and RoHS), an IEC 60825 certificate or equivalent, an IEC 60950 certificate or equivalent an accession number including acknowledgement letter and other attachments or Documents belonging to the Items or requested by the Company.
12. Unless explicitly agreed differently in writing the Supplier shall ensure that all Items to be delivered are original OEM products and have legitimate serial numbers, affixed test sheets, power supplies, screws, handles and rack mounts and are fully certified for (re)sale in at least the following areas: the United States of America, Canada, Brazil, Europe and the European Union.
13. If the Company made documents and/or goods available for the benefit of the delivery of Items by the Supplier, the Supplier shall return these document/goods to the Company at the time of delivery of the ordered Items or at an earlier time if the Company so requests.
14. The Supplier shall comply with all applicable export control, customs and foreign trade regulations and shall actively advise the Company without undue delay on any information and data required by the Company to comply with all foreign trade regulations in case of export and import as well as re-export, including without limitation:
  - a. all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
  - b. the statistical commodity code according to the current commodity classification for foreign trade statistics;
  - c. the HS (Harmonized System) coding;
  - d. the country of origin (non-preferential origin);
  - e. Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers);
  - f. An accession number of the Food and Drug Administration of the United States of America (FDA).
15. In case of any breach of the obligations referred to in this Article the Supplier shall be fully liable for any expenses and/or damage deriving of such breach and indemnifies and hold harmless the Company from any claim of any third party based upon such breach.

#### **Article 9: Packaging**

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

#### **Article 10: Inspections, complaints**

1. The Supplier is obliged to execute the Agreement in strict accordance with the specification(s). It shall further assure the Items perform in accordance with other usual requirements of proper and good workmanship, including but not limited to the usual standards known in the market such as the Multi Source Agreements (latest version).
2. The Company has the right to inspect and to test the Items at all times and without obligation thereto both during production, processing and storage, and after the delivery, or have them inspected. The Supplier shall give its full cooperation to this free of charge. If the testing/ inspection cannot take place at the agreed time or must be repeated due to actions of the Supplier, the costs arising from this and/or the loss of the Company shall be at the expense of the Supplier.
3. In case that during an inspection defects, failures or other nonconformities emerge, the Company will notify the Supplier of this within 90 days after the inspection has taken place. The Supplier shall at Company's sole discretion either remedy the defect(s) within a reasonable term set by the Company, supply a product that is free of defects within 48 hours or take back the rejected Items against full indemnification and reimbursement.
4. The testing/inspection of the Items by or on behalf of the Company does not preclude the Company from claiming the Supplier's non-performance of its warranty obligation or that the Items are in conformity with the Order or Agreement.
5. Notwithstanding any testing/inspection pursuant to this Article, the Supplier shall remain fully responsible for the Items and any such testing/inspection shall not diminish or otherwise affect the Supplier's obligations under the Agreement.
6. Company's right to carry out further inspections of specific Items shall in all cases remain unaffected.
7. Section 6:89 Dutch Civil Code and Section 7:23 Dutch Civil Code is excluded.
8. If the delivered Items are intended to be processed in, on or to other Items the Company may suspend the inspection of the delivered Items as well as the notification of failures etc. found during this inspection until such time that it is actually processing the Items. If possible, the Company shall give the Supplier an indication of the length of the suspension.
9. All costs that the Company incurs in connection with resolving the complaints of a Purchaser shall be at the expense of the Supplier.

#### **Article 11: Warranty**

1. The Supplier is responsible for ascertaining exactly what information and/or which documents from the Company are required for the due execution of the Agreement, failing which it shall be deemed to be acquainted with (a) the purpose for which the Items are intended, and (b) the circumstances in which the Items are to be made.
2. The Supplier warrants that the Items:
  - a. are of good quality and free from failures and defects;
  - b. are free and clear of all liens and encumbrances;
  - c. possess those dimensions, weights, colours, features, capacities, etc. that parties have agreed on and furthermore possess all features that the Company may reasonably expect;
  - d. shall be delivered in full and ready for use;
  - e. are of satisfactory quality, are suitable and fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication ("intended purpose"). In this respect the Company relies on the Supplier's skill and judgement;
  - f. have been manufactured in accordance with the most recent state of the art;
  - g. conform completely with the specification detailed on the Order and other provisions of the Agreement;
  - h. meet all legal requirements (either statutory or regulatory), including requirements with regard to safety, health and environmental, applicable in Europe, the European Union, the United States of America, Canada and Brazil, including those in respect of international carriage codes relating to the manufacture, labelling (including CE, UL, FDA etc.), packaging, storage, handling and delivery (by whatever means) of the Items;
  - i. comprises all relevant certificates, statements, declarations (such as (CE) declarations of conformity, SVHC declaration etc.), installation instructions, operating instructions, specifications, drawings, reports, tax related information, (material safety) datasheets and other Documents;
  - j. are asbestos free;
  - k. do not infringe any patent, trademark, copyright or other intellectual property right; and
  - l. are free of second hand (unless explicitly agreed differently), counterfeit and/or replica parts.
3. The Supplier provides the applicable warranty certificates to the Company immediately upon delivery.
4. If, within the warranty period, it appears that the delivered Items are not in conformity with the Agreement and/or do not meet the requirements referred to in paragraph 2 or any other additional requirement as incorporated in a warranty certificate and the Company claims the agreed warranty, the Supplier shall make arrangements for repair or replacement of the Items free of charge or provide a refund or reduction on the agreed purchase price. This is at the discretion of the Company. Any additional damage will be subject to the provisions of (product) Liability.
5. If the Supplier fails to fulfil its repair obligation and/or fails to complete its repair obligation within the set term – as well as in urgent cases – the Company shall have the right to carry out the necessary repairs, or have them carried out by third parties, for the account and risk of the Supplier.
6. If no explicit warranty period has been agreed, a period (of):
  - a. 90 days after delivery shall apply for the Items referred to in the Agreement as Refurbished;
  - b. 30 days after delivery shall apply for the Items referred to in the Agreement as Used products;
  - c. one year after delivery shall apply for the Items referred to in the Agreement as New-retail, New open box -may be missing some accessories, OEM, Unused - sealed in the original packaging and Factory refurbished/ certified refurbished; and

- d. equal to the OEM- warranty shall apply for the Items referred to in the Agreement as Wholesale.
7. The Items shall in any case be considered unsuitable if, within the warranty period detailed in this article defects become apparent, unless these are attributable to intentional misuse or gross negligence by the Company.
8. In the event of repair or replacement during the warranty period, a new warranty period shall be established for the repaired or replaced Items and for all other Items which were unusable as a result of the defect. The new warranty period shall become effective from the time of commissioning or putting the Items into service after repair or replacement.
9. The Supplier is aware that the Company consigns the Items to its customers and Purchasers all over the world. This does not invalidate a claim by the Company under any warranty or on account of non-conformity, and the Supplier shall in such a case remedy the defects in accordance with the provisions of this Article. The Company is entitled to assign the warranty rights to its customers and Purchasers at any time.
10. The provisions of this Article do not exempt the Supplier from its liability under law.

#### **Article 12: (Product) Liability**

1. Regardless of whether the damage, harm and losses are caused by the Supplier, its personnel or parties which the Supplier has involved in the performance of the Agreement, the Supplier is liable for and shall indemnify, defend and hold the Company, its affiliated companies, and its respective officers, directors, employees, customers, users and agents harmless from and against all claims, damage, harm and losses the Company or any third party incurs either directly or indirectly as a result of a defect in the Items/deliveries, a failure of the Supplier to meet its obligations under the Order or Agreement, or by reason of an unlawful act, a violation of official safety regulations or other reasons attributable to or which lay within the responsibility of the Supplier.
2. The Supplier represents and warrants to the Indemnitees that the Items shall not infringe any intellectual property rights including claims arising from patent, copyright, trademark and trade secret infringement. The Supplier agrees to hold the Indemnitees harmless from and defend the Indemnitees against any such (alleged) claim of intellectual property infringement, including damages resulting from that claim, the cost to Indemnitees of complying with any preliminary or permanent injunction, and all other costs of defence (including the attorneys' fees and costs), in connection with any breach of the foregoing.
3. The Supplier shall assume all costs and expenses – including the costs of any legal action – the Company may incur as a result of any of the circumstances referred to in this Article.
4. The Company reserves the right to conduct settlement with its customers and/or other affected third parties where necessary for business purposes and without the Supplier's liability being affected in any way by such settlement. The Supplier is obliged to take out insurance and remain insured against the liability referred to in this Article and allow the Company to inspect the insurance policy and the accompanying premium payment receipts.

#### **Article 13: Invoicing and payment**

1. Unless Parties agree otherwise in writing, payments shall be made within a payment term of 45 days after receipt of a clear and correct invoice, provided that the delivered Items have been approved by the Company and all related documentation, including the correctly addressed and complete invoice, is received. Invoices enclosed in the packaging shall not be accepted.
2. An invoice is considered clear and correct if it contains at least the following details:
  - a. description of the delivered Items and the delivered numbers or quantities;
  - b. date of delivery;
  - c. contract number (if applicable);
  - d. order number (if applicable);
  - e. project name or project number if provided by the Company;
  - f. the Company's VAT number.
3. The Company is entitled to suspend payment as long as (1) the invoice does not comply with the requirements referred to in paragraph 2 and (2) the Supplier fails to fulfil one or more obligations in relation to the invoiced Items or Services.
4. The agreed payment terms shall never be final deadlines. If the Company fails to meet its payment obligations (on time), the Supplier must give notice of default to the Company and grant the Company a reasonable period of at least five working days to meet these payment obligations at a later date.
5. In the event of untimely performance of the Company's payment obligations, the Supplier's sole remedy shall be to charge an interest rate which shall never be higher than the refinancing interest rate of the European Central Bank (ECB).
6. Payments by the Company shall always relate to the specific invoice stated and may never be attributed to any other claim that the Supplier has against the Company.
7. The Company may at all times set off the invoice amounts against claims that the Company or any of its affiliates has against the Supplier or any of Supplier's affiliates or shall have against the Supplier or any of Supplier's affiliates.
8. Payment by the Company does not imply acknowledgement by the Company that the Items comply with the Agreement.
9. The Supplier shall not be entitled to transfer any claim it might have against the Company to any third party without written permission.

#### **Article 14: Intellectual property rights**

1. The Company is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the documents and/or products provided to the Supplier by the Company, whether or not for the benefit of the Offer. These documents and/or products shall furthermore remain the property of the Company. The Supplier shall return these documents, including any copy thereof, immediately on the Company's request free of charge. The exercise of these rights, both during and after the execution of the Agreement, is explicitly and exclusively reserved to the Company.
2. The Supplier may not use any document or product supplied by the Company outside the context and the purpose indicated by the Company and/or multiply, supply, disclose or otherwise give any third party the right of inspection of any documents or product supplied by the Company.
3. Unless Parties agree otherwise in writing, the Company shall be granted a perpetual right of use for the delivered Items, free of charge and in the form of a worldwide, non-exclusive and transferable license.

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

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

**Article 16: Force majeure**

1. In the event of force majeure of the Supplier or the Company, the latter may terminate (*opzeggen*) the Agreement by means of a written statement to the Supplier or to suspend the performance of its obligations towards the Supplier for a reasonable term without being obliged to pay any compensation.
2. Force majeure means circumstances beyond a party's control in the sense of Section 6:75 Dutch Civil Code.
3. If force majeure occurs when only part of the Agreement has been executed, the Supplier shall in any case be obliged to fulfil its obligations towards the Company until that moment.
4. The Supplier shall inform the Company with immediate effect of an occurring or impending force majeure situation on its part, followed by a written confirmation stating the consequences that the force majeure situation is expected to have for the Agreement.

**Article 17: Miscellaneous**

1. The Supplier shall comply with all applicable laws, statutes and regulations related to anti-bribery and anti-corruption and shall further not engage in any activity, practice or conduct which would constitute an offence or crime under any applicable law.
2. Under no circumstances is the Supplier allowed to act or conduct business contrary to the International Labour Organisation (ILO) standards, be or get involved with any form of corruption, infringement of any basic human rights that employees are entitled to, child labour activities or any other act jeopardising the health, welfare and safety of its employees.
3. The Supplier shall further be obliged to act in accordance with the applicable environmental protection regulations in the countries in which the Company conducts its business.
4. The Supplier shall not be entitled to invoke any right for retention of title. Ownership of the Items is acquired by the Company after these have been delivered (including the circumstance that the Items have been put in storage on behalf of the Company) or after these Items have been paid for, whichever is earlier.

**Article 18: Applicable law, jurisdiction**

1. These General Terms and Conditions of Purchase as well as any Agreement concluded between the Parties shall exclusively be governed by Dutch law. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by the court in the place where the Company is established, although the Company shall always retain the right to submit a dispute to the competent court in the place where the Supplier is established.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

Date: April 2020