

BMWT General Terms of Delivery

Association of manufacturers of and traders in construction machinery, warehouse equipment, road construction machinery and transport equipment B.M.W.T. (BMWT), having its registered office in The Hague.

Article 1 - Definitions and scope of application

1.1 In these General Terms of Delivery (**Terms**) the following terms are defined as stated below:

Purchaser: any party, purchaser or customer to whom the Supplier delivers or will deliver products and/or services or for whom the Supplier performs or will perform (contracting) work, as well as any party, purchaser or customer who issues or has issued an assignment of any other nature to the Supplier.

Supplier: a company that is a member of BMWT and that offers, sells and delivers or performs products, services and/or (contracting) work;

Agreement: all agreements between the Supplier and the Purchaser in connection with the sale and delivery of products and/or services and/or the performance of (contracting) work by the Supplier to or for the Purchaser and all other assignments, instructions, orders and (legal) acts provided by the Purchaser to the Supplier in connection with the sale and delivery of products and/or services and/or the performance of (contracting) work.

Party/Parties: The Purchaser and Supplier jointly or individually.

1.2 These Terms apply to all offers and quotations from the Supplier, as well as to all Agreements, including any acts performed in preparation thereof, any supplementary or follow-up agreements and to all assignments, instructions, orders and (legal) acts between the Parties in connection with the foregoing.

1.3 Deviations from and additions to these Terms only apply if they have been agreed in writing by authorised representatives of the Parties.

1.4 The applicability of any conditions of purchase or other general or special terms of the Purchaser is expressly rejected.

1.5 In the event of any conflict between the provisions of the Agreement and these Terms, the provisions of the Agreement will prevail.

1.6 In the event of any discrepancy or difference between the Dutch and any other translated text of these Terms, the content of the original Dutch text will prevail.

Article 2 - Offers and information

2.1 All offers from the Supplier, in whatever form, are without obligation, unless stated otherwise in writing. An offer is valid for the duration as stated in the offer. If no term is specified, the offer will be valid for a period of fourteen days and will automatically lapse upon expiry of this period (without acceptance of the offer). The Supplier is at all times entitled to withdraw any offer. The withdrawal must be made in writing. The foregoing also applies if any offer from the Supplier has (already) been accepted by the Purchaser. In

that case, a withdrawal period of three working days applies; this withdrawal period commences on the first working day after the day on which the Supplier has received the Purchaser's acceptance.

- 2.2** Unless indicated otherwise in writing, statements and specifications regarding dimensions, capacities, performance or results are approximations only and are not binding on the Supplier.
- 2.3** If the Purchaser provides information to the Supplier for the purpose of concluding or performing the Agreement, the Supplier may assume its accuracy. Consequently, the Supplier is not obliged to warn against any inaccuracies in the information provided by the Purchaser.

Article 3 - Price and payment

- 3.1** Unless stated otherwise in writing, a quoted or agreed price does not include VAT or any other government levy payable in connection with the Agreement and, in case the Supplier arranges for the transport of products, does not include costs associated with packaging materials, packaging, transport (including loading and unloading) and insurance. The Supplier may invoice the items mentioned in the previous sentence separately and in full.
- 3.2** The Purchaser cannot derive any rights from a cost estimate or preliminary calculation issued by the Supplier, unless agreed otherwise in writing.
- 3.3** If the costs for the Supplier to perform the Agreement increase on account of cost factors relevant to the price, including but not limited to wages, social security and other insurance premiums, materials and the value of foreign currencies, have increased, the Supplier will be entitled to charge those higher costs.
- 3.4** If a price has been agreed between the Supplier and the Purchaser in a currency other than Euro and that other currency decreases in value against the Euro after the time of the last (price) offer by the Supplier, the Supplier will be entitled to adjust the price to the extent necessary to compensate for the decrease in value that has occurred until the time of full payment.
- 3.5** Unless agreed otherwise in writing, the Purchaser must pay the agreed price in full within three weeks after the invoice date stated on the relevant invoice by transferring the amount to the bank account as specified by the Supplier for this purpose. The Supplier is furthermore authorised to issue invoices for partial deliveries.
- 3.6** The Purchaser is not entitled to suspend any payment obligation or to offset any amounts owed by it.

Article 4 - Delivery and transfer of risk

- 4.1** The Supplier is authorised to make partial deliveries.
- 4.2** The Purchaser is obliged to take delivery of products, services and/or work at the time and location agreed between the Parties under the relevant Agreement and/or these Terms.
- 4.3** Unless agreed otherwise in writing by the Parties, delivery of products will be Ex Works, Incoterms 2020 or a later version thereof, at the factory or warehouse of the Supplier or from another location as indicated by the Supplier.

- 4.4** If the Parties have agreed that the Purchaser will arrange for the transport of products, the risk of transport, including the risk of loss, theft, damage, storage, loading, transport and unloading, rests with the Purchaser. The Purchaser must insure itself against these risks.
- 4.5** The risk attached to a product to be delivered by the Supplier, including the risk of loss, theft and damage, will permanently pass to the Purchaser upon arrival at the place of delivery. If the Purchaser does not take delivery of a product at the time of delivery agreed between the Supplier and the Purchaser and the reason(s) for this are not attributable to the Supplier, the risk of the product will permanently pass to the Purchaser at the agreed time of delivery. All costs related to storage and transport that the Supplier must incur in relation to the product from the time of delivery referred to in the previous sentence will be fully payable by the Purchaser.

Article 5 - Retention of title

- 5.1** Even if transfer of ownership of a product has been agreed, ownership of the product will remain with the Supplier despite delivery, until the Supplier has received full payment from the Purchaser of the price owed by the Purchaser under the Agreement for the product or products delivered, including the price for any assembly or installation thereof.
- 5.2** The Purchaser may only use products to which a retention of title continues to apply within the context of its normal business activities. However, the Purchaser may not dispose of, lease or encumber those products with securities or other limited rights. The Purchaser will inform third parties about the retention of ownership rights by the Supplier.
- 5.3** If the Purchaser fails or threatens to fail to meet any payment obligation, the Supplier will be entitled to take back products to which a retention of title continues to apply, even without the Purchaser's cooperation. The Supplier is not obliged to compensate the Purchaser for any damage suffered by the Purchaser in connection with taking back the products. The costs incurred by the Purchaser and Supplier for taking back and possibly converting the products into cash will be fully payable by the Purchaser. Any remaining amount that the Supplier still has to claim from the Purchaser will be deducted from the invoice value of the products that have been taken back.
- 5.4** The Purchaser must insure products owned by Supplier against all normally insured risks. The Purchaser must name the Supplier as insured or co-insured on the policy and must provide the Supplier with a copy of the policy immediately on request.

Article 6 - Manual and Instruction

- 6.1** With regard to machines and installations to be supplied, the Supplier will provide the Purchaser with information on the construction, operation and handling of the machines and installations in the form of a manual or instruction book, but only in the case of a Dutch buyer and in the Dutch language.
- 6.2** The Purchaser is entitled to free instructions, to the extent agreed in the relevant Agreement.

Article 7 - Drawings, software, etc.

- 7.1** All drawings, images, catalogues, software and other data, other than a manual or instruction book as referred to in Article 6, which the Supplier provides to the Purchaser, will remain the property of the Supplier and must be returned or destroyed immediately on a request from the Supplier, at the Supplier's discretion. The aforesaid data may not be

copied or made available to third parties by the Purchaser without the prior written consent of the Supplier.

Article 8 - Performance of services and work

- 8.1** The delivery of services and performance of work will take place at the location and in the manner as agreed in the Agreement. With regard to delivered products, the Purchaser will be entitled to maintenance (whether or not free of charge), to the extent agreed in the relevant Agreement.
- 8.2** The Supplier will only be responsible for the assembly, installation and/or commissioning of products supplied by it if this has been agreed with the Purchaser in writing. In that case, the following provisions apply:
- a.** The Purchaser will provide all cooperation necessary to enable the Supplier to carry out the assembly, installation and/or commissioning in a timely and proper manner. The Purchaser must in any case and in good time provide for:
 - a. unobstructed and safe access to the workplace, if necessary also outside the Purchaser's normal working hours;
 - b. the presence of permits, to the extent required for the performance of the work;
 - c. an unloading area as well as sufficient storage space, covered and lockable where necessary;
 - d. the necessary facilities such as gas, water, electricity, Internet, heating,
 - e. the provisions as prescribed under the Working Conditions Act and similar regulations, and,
 - f. unless agreed otherwise in writing, the necessary ladders, scaffolding and other auxiliary materials to be designated by the Supplier.
 - b.** The Purchaser will ensure that all work on which the Supplier must continue to build during assembly, installation and/or commissioning regarding which has it not been agreed in writing that it must be carried out by the Supplier, for example all dismantling work and all electrical and plumbing work, all preparatory, masonry, foundation, carpentry and painting work and all other construction work, is carried out properly and on time. The Purchaser will consult regularly with the Supplier and provide the Supplier with all information necessary for the proper coordination of mutual activities.
 - c.** The Purchaser must provide all cooperation for the purpose of safety in the workplace, taking into account the applicable legal and company regulations. In particular, the Purchaser will make provisions in relation to (possible) fire.
- 8.3** If it has been agreed that the Supplier will assemble, install and/or process materials supplied by the Purchaser in or on products supplied by the Supplier (including but not limited to vehicles and machines), this will take place at the location and in the manner as determined by the Supplier. The risks of loss and theft of and damage to the material supplied by the Purchaser, including loss, theft or damage during any transport or due to improper assembly, installation and/or processing, are for the account of the Purchaser. Assembly, installation and/or processing will only take place in accordance with the (product) requirements of the Supplier. The Supplier is not obliged to check the material supplied by the Purchaser for quality and suitability, nor to warn against any unsuitability of said material. Insofar as the Supplier provides any warranty with regard to the products supplied, that warranty does not apply to the material originating from the Purchaser.

8.4 If, in addition to the sale and delivery of (products for) warehouse equipment by the Supplier, the Purchaser places an order with the Supplier for the assembly, installation and/or commissioning thereof, the Supplier's General Assembly Conditions will apply in addition to these Terms. Where appropriate, these conditions will be provided separately to the Purchaser by the Supplier. In the event of any conflict between the provisions of these Terms and the General Assembly Conditions, the provisions of the General Assembly Conditions will prevail. In the event of any conflict between the provisions of the Agreement and the General Assembly Conditions, the provisions of the Agreement will prevail.

Article 9 - Deadlines

9.1 Delivery dates and implementation periods specified by the Supplier or agreed between the Parties are not strict deadlines and are to be regarded as target dates or periods only. In all cases, even if the Parties have agreed a final delivery date or implementation period (in writing), the Supplier will only be in default on account of exceeding the deadline if the Purchaser, after expiry of the specified or agreed delivery date or implementation period, issues a written notice of default to the Supplier and sets a reasonable additional period for performance, which period may not be shorter than thirty (30) calendar days from the date of receipt of the notice, and the Supplier continues to fail to fulfil its delivery or implementation obligation within that additional period for reasons attributable to the Supplier.

9.2 If the Supplier is partly dependent on the cooperation of the Purchaser for the performance of the Agreement and the Purchaser fails to provide such cooperation for any reason whatsoever, the term for performance will be extended by as much time as the Supplier reasonably needs to remedy the delay caused by the Purchaser's failure to cooperate. The same applies if delays in implementation have arisen as a result of requests from the Purchaser to change, adjust or supplement what was agreed. Any additional costs incurred by the Supplier in connection with a delay as referred to in this article will be payable by the Purchaser.

Article 10 - Quality requirements

10.1 The Supplier will deliver products and perform services and (contracting) work that, at the time of delivery, (i) meet the quality requirements agreed in writing and (ii) comply with the statutory regulations applicable in the Netherlands. If no quality requirements have been agreed (in writing) with regard to products, services and/or (contracting) work to be delivered, the quality thereof at the time of delivery will be in accordance with the minimum quality standards customary in the industry.

10.2 If after the last price offer but before the delivery of products, services and/or the performance of work the Supplier becomes aware of new relevant legal provisions in the Netherlands, the Supplier will notify the Purchaser thereof. If necessary, adjustments to the products, services and/or work to be delivered by the Supplier will be made in mutual consultation. The delivery period will be adjusted as necessary, on the understanding that any additional costs resulting for the Supplier from the adjustment will be payable by the Purchaser.

10.3 If a permit is required for the possession and/or use of products or works, the Purchaser will be responsible for obtaining said permit.

Article 11 - Inspection and delivery

11.1 After delivery of products or after the Supplier has notified the Purchaser that the Supplier has completed the agreed services and/or work, the Purchaser must carefully check the products, services and/or work for completeness and proper condition as soon as possible, but in any case within ten (10) working days after delivery or the Supplier's notification.

11.2 Defects, being any failure to comply with the agreement, which the Purchaser could have discovered during a careful inspection in the period mentioned in Article 11.1 or which the Purchaser discovered, but subsequently failed to report to the Supplier in writing within ten (10) working days after delivery or the Supplier's notification, cannot be invoked against the Supplier by the Purchaser, and therefore the right to claim compensation in such cases lapses. This also applies in the case of partial deliveries.

Article 12 - Repair of defects by the Supplier

12.1 Defects which become apparent during the inspection referred to in Article 11.1 and which have been reported to the Supplier in writing in a timely manner and which have been acknowledged as such by the Supplier will be repaired by the Supplier in accordance with the provisions of Article 12 of these Terms. The same applies to defects that could not have been discovered during the inspection referred to in Article 11.1, but which become apparent within six months of delivery or notification by the Supplier and are reported to the Supplier in writing within ten (10) calendar days of discovery. The provisions of Article 11.2 above apply accordingly if defects have not been reported to the Supplier in writing within this period. Defects will be remedied by reimbursement of (part of) the invoice amount (in accordance with Article 12.5) or, at the Supplier's discretion, supplementation, repair or replacement of the relevant products, services and/or work. Unless otherwise provided for in Article 12.2 below, the costs of repair will be payable by the Supplier.

12.2 The following applies to the repair of defects in accordance with the provisions of Article 12.1:

- a.** the Supplier determines the location, method and time of repair and will make every effort to fulfil its obligation(s) as soon as possible. The Purchaser will provide all necessary cooperation.
- b.** The transport or shipment of any products required to repair defects will be at the expense and risk of the Purchaser.
- c.** If defects are repaired or investigated outside the Netherlands, then, in addition to the provisions of Article 12.2b, the travel and accommodation expenses of (employees of) the Supplier will be payable by the Purchaser.
- d.** Any items or parts released upon replacement become the property of the Supplier.
- e.** In the case of defects in products that the Supplier has received from third parties, or in services or work that the Supplier has had carried out by third parties, the repair will only be free of charge if the third party bears the costs of said repair.

12.3 The Purchaser is not entitled to repair of defects that are likely to be the result of normal wear and tear, improper or careless use, use that is not in accordance with the intended use, or failure to (correctly) follow certain directions or instructions from the Supplier.

- 12.4** The Purchaser's right to have defects repaired will lapse if the Purchaser carries out the repair itself or has a third party carry out the repair without the prior written consent of the Supplier.
- 12.5** If there is a defect that cannot be repaired or can only be repaired at disproportionately high costs for the Supplier, the Supplier will not be obliged to repair the defect. In that case, the price for the products will be reduced, which reduction will be determined as much as possible on the basis of consultation between the Supplier and the Purchaser, while taking into account the price-determining factors used when the relevant Agreement was concluded.
- 12.6** In the event of applicability of this Article 12, the Purchaser will only be entitled to terminate the Agreement if the Supplier fails to repair the defect within a reasonable period of time, taking all circumstances into account, even after having been given notice of default in writing.
- 12.7** Any claim by the Purchaser with regard to the performance, cancellation or termination of the Agreement will lapse if the Purchaser has not validly initiated legal proceedings against the Supplier within twelve (12) months after the Purchaser reported a defect in a timely manner in accordance with the provisions of Articles 11.1 and 12.1.

Article 13 - Intellectual property rights and indemnifications

- 13.1** All intellectual property rights, including but not limited to patents, copyrights, model rights and trademark rights, with respect to the products, services and work delivered by the Supplier (including but not limited to software, drawings, calculations, sketches, technical data, know-how and advice developed by the Supplier) remain the sole property of the Supplier and will never be transferred to the Purchaser, unless expressly agreed between the Parties in writing.
- 13.2** The Purchaser will refrain from infringing any intellectual property rights of the Supplier and will not make any statements that could harm the products, brands or reputation of the Supplier.
- 13.3** If intellectual property rights arise from the fulfilment of obligations by the Supplier, these rights will accrue to the Supplier and will be transferred by the Purchaser to the Supplier to the extent necessary, and the Purchaser must provide full cooperation in such transfer.
- 13.4** The Purchaser will indemnify the Supplier against all third-party claims relating to an alleged infringement of intellectual property rights of those third parties in connection with the manufacture, delivery or use of a product developed by the Supplier in accordance with the Purchaser's specifications or instructions. This indemnity also applies if the Supplier makes changes to an existing product or work at the request of the Purchaser.
- 13.5** If the Purchaser is approached by a third party in connection with a conflict in the Netherlands with an industrial or intellectual property right, it will immediately notify the Supplier thereof and leave the handling and settlement of said third-party claim to the Supplier. If the Supplier considers the existence of a conflict in the Netherlands with an industrial or intellectual property right to be plausible, the Supplier will be entitled, at its discretion, to remedy the infringement by adapting or replacing the relevant product or work by acquiring a license or by taking back the relevant product or work in exchange for reimbursement of the purchase price received for it. The costs of handling and settling the third-party claim will be payable by the Supplier, who will not otherwise be liable to pay any compensation.

Article 14 - Limitation of liability

- 14.1** The total liability of the Supplier, regardless of the grounds, including but not limited to any breach of the Agreement and these Terms, including any breach of any applicable warranty or indemnity provision, or any unlawful act by the Supplier (including its employees and management) or by any third party engaged by the Supplier, will be limited to compensation for damage as set out in this Article 14.
- 14.2** Direct damage or loss, including loss due to damage or total or partial loss of an item and damage or loss due to death or bodily injury, will be limited to compensation of the amount that the Supplier receives in the relevant case under any insurance taken out by it. If for any reason whatsoever the Supplier is not entitled to payment under an insurance policy, the liability of the Supplier as referred to in this article will be limited to twice the invoice amount (excluding VAT) that the Purchaser has paid to the Supplier for the performance of the Agreement underlying the relevant loss event.
- 14.3** The Supplier's liability for indirect and consequential damage, including but not limited to lost profits and lost turnover, missed savings, reduced goodwill, reputational damage, damage or loss due to late delivery and business interruption, and damage or loss resulting from claims by customers of the Purchaser or third parties, is expressly excluded.
- 14.4** If for any reason whatsoever the provisions of Article 14.3 do not apply or cannot be invoked, any liability of the Supplier for indirect and consequential damage as referred to in Article 14.3 will be limited to the (maximum) compensation in accordance with the provisions of Article 14.2 of these Terms.
- 14.5** The limitations of liability as contained in Articles 14.2 up to and including 14.4 above do not apply if and insofar as that damage or loss is the result of intent or deliberate recklessness on the part of (solely) the management of the Supplier.
- 14.6** The Purchaser will indemnify the Supplier against any fines and/or other sanctions, as well as against third-party claims, including claims by employees of the Purchaser, regardless of the grounds (including product liability), in connection with the products, services and work delivered by the Supplier. This obligation to indemnify will lapse if the Purchaser proves that there is no connection between the facts underlying the fine, sanction and/or the third-party claim and any act by the Purchaser or otherwise undertaken at the Purchaser's risk.
- 14.7** A claim for compensation will lapse if the Purchaser has not validly initiated legal proceedings against the Supplier within twelve (12) months after the Purchaser became aware of the damage or loss.
- 14.8** If the Purchaser holds the Supplier liable for compensation for damage on the basis of a claim taken over or acquired from a third party, including an employee of the Purchaser, in the causing of which the Supplier is in any way directly or indirectly involved, the Supplier may also invoke the above provisions against the Purchaser.
- 14.9** Any claim for compensation against employees or management of the Supplier or the Supplier's group companies, suppliers and other third parties engaged by the Supplier in connection with or under the Agreement or these Terms is expressly excluded. In this regard, the aforesaid (legal) persons may rely on this irrevocable third-party clause stipulated on their behalf.

14.10 The Purchaser will adequately insure and keep insured its business and operations and will provide the relevant policies and documents immediately on a request from the Supplier.

Article 15 - Force majeure

15.1 The Supplier is entitled to invoke force majeure within the meaning of Section 75 of Book 6 of the Dutch Civil Code if the performance of the Agreement is prevented or impeded in whole or in part, temporarily or otherwise, by circumstances reasonably beyond its control, including strikes, factory occupations, production interruptions, disruptions in the supply of energy, electricity or water, import, export, production bans and other government measures, trade restrictions, embargoes and sanctions, transport restrictions, failure of (sub)suppliers and auxiliary persons (such as subcontractors and transporters); (civil) war, hostilities, invasion, military mobilisation, uprisings, coups d'état, (acts of) terrorism, sabotage or piracy, pandemics/epidemics, illness of personnel, natural disasters or extreme natural phenomena, seizure of works or goods, explosions, fire, shortages of raw materials and failure of telecommunications or information systems.

15.2 If a force majeure situation occurs on the part of the Supplier, it will notify the Purchaser thereof as soon as possible. Unless it is certain that the force majeure situation will last for thirty working days or longer, any obligations, the fulfilment of which is prevented by force majeure or becomes particularly difficult for the Supplier, will be suspended, without this giving any rise to compensation. As soon as it becomes clear that the force majeure situation will last longer than thirty working days, or as soon as the force majeure situation has lasted longer than thirty working days, either Party will be entitled to terminate the Agreement in whole or in part, without judicial intervention, by means of a written notice addressed to the other Party, without this giving any rise to compensation.

15.3 The Purchaser is never entitled to invoke force majeure as a reason to refrain from making any (timely) payment under the Agreement.

Article 16 - Consequences of nonfulfilment by the Purchaser and cancellation of order(s)

16.1 If Purchaser fails to fulfil its obligations under the Agreement and/or these Terms or fails to fulfil them in a timely manner, the Supplier will be entitled, without prejudice to its other rights under the Agreement, including these Terms and the law, and without prior written notice of default being required, to:

- a. suspension of the performance of the Agreement, or full or partial termination of the Agreement in the performance of which the Purchaser fails, as well as of any other agreements with the Purchaser;
- b. compensation for all damage resulting from the nonfulfilment. Insofar as that nonfulfilment consists of the Purchaser's failure to pay invoices of the Supplier or to do so in a timely manner, said compensation will in any case consist of the statutory commercial interest. Interest will be owed from the moment the Purchaser defaults on payment until the moment the Purchaser has paid the full amount owed to the Supplier. At the end of each year, any interest referred to in the previous sentence will also be payable on the interest already owed but not yet paid;
- c. reimbursement of all judicial and extrajudicial costs. Extrajudicial costs are deemed to consist of at least 15% of the amount that the Purchaser has failed to pay on time and which amount is claimed by the Supplier;

d. the immediate demand for payment of everything that the Purchaser owes to the Supplier.

16.2 If the Supplier has reason to doubt the Purchaser's fulfilment of its obligations, the Supplier will be entitled (i) to suspend its obligations until the Purchaser has fulfilled all its obligations (including its payment obligations) and (ii) to demand immediate payment of all amounts owed by the Purchaser to the Supplier. Reason to doubt fulfilment by the Purchaser does in any case exist if the circumstances referred to under (i) – (iv) in Article 16.3 below occur on the part of the Purchaser. This also applies in the event of repeated failure to pay by the Purchaser. In the event of applicability of this Article 16.2, the Supplier will furthermore be entitled, to its satisfaction, to request (additional) security from the Purchaser for the fulfilment of any payment obligation the latter is subject to. If the Purchaser fails to fulfil its obligations and/or fails to provide security within (14) calendar days of the Supplier's request to that effect, the Supplier will be entitled to terminate the Agreement without prior notice of default and without prejudice to its other rights under the Agreement, including these Terms and the law.

16.3 In addition to the foregoing, the Supplier will be entitled, at its discretion, to either terminate the Agreement in whole or in part or to suspend performance thereof in whole or in part, without notice of default and with immediate effect, by written notice to the Purchaser if (i) a suspension of payments is requested or granted in respect of the Purchaser or the Purchaser is declared bankrupt, (ii) a petition for bankruptcy is filed against the Purchaser, (iii) the Purchaser's company is liquidated or terminated and permits required for the performance of the Agreement are revoked, (iv) attachment is levied on one or more assets of the Purchaser, or (v) the decisive control over the Purchaser's company changes, directly or indirectly. The Supplier is not obliged to compensate the Purchaser for any damage or loss on account of suspension or termination as referred to in this article.

16.4 The Purchaser is not authorised to cancel an order unless the Supplier consents to this in writing, at the latter's discretion. The Supplier may attach conditions to its consent. In the event that the Supplier gives its consent, the Purchaser will be obliged to reimburse all damage, loss and costs incurred by the Supplier as a result of said cancellation. The Supplier will determine the extent of the damage, loss and costs. This will amount to at least 15% of the agreed price. The compensation as determined by the Supplier must be paid by the Purchaser to the Supplier within ten calendar days after written notification of the scope thereof.

Article 17 - Anti-bribery and anti-money laundering

17.1 The Purchaser and its group companies and their respective owners, officers, directors, managers and employees and any third party acting on their behalf must at all times comply with all applicable laws and regulations relating to anti-bribery, anti-corruption and anti-money laundering practices and, to the extent applicable, the internal guidelines established by the Supplier and communicated to the Purchaser from time to time.

17.2 The Purchaser must ensure that all relevant employees and persons are at all times informed of, have taken note of, and agree to the laws and regulations and to the internal guidelines as described in Article 17.1.

17.3 The Purchaser will indemnify the Supplier against any and all losses, damage, liabilities, shortcomings, claims, actions, judgments, settlements, interest, fines or costs of any nature whatsoever, including but not limited to the costs of storage, return, export or

destruction of products, reasonable lawyers' fees, and accounting costs, incurred as a result of any breach by the Purchaser of any of the provisions of this Article 17.

Article 18 - Data protection

- 18.1** When the Purchaser processes personal data as defined in Article 4 of the General Data Protection Regulation in the context of the Agreement, it must be effected in accordance with the applicable laws and regulations.
- 18.2** Insofar as the Supplier, in the context of the performance of the Agreement, processes personal data for the Purchaser in the capacity of processor within the meaning of the General Data Protection Regulation, the Parties will conclude a processing agreement that meets the requirements of Article 28, paragraph 3 of the General Data Protection Regulation.

Article 19 - Final provisions

- 19.1** Without the prior written consent of the Supplier, the Purchaser is not permitted to transfer any rights or obligations under the Agreement and these Terms to third parties or instruct third parties to perform any rights or obligations under the Agreement and these Terms or have such rights or obligations performed.
- 19.2** The Supplier will be entitled to transfer rights and obligations under the Agreement and these Terms to third parties without the prior written consent of the Purchaser or to instruct third parties to perform rights or obligations under the Agreement and these Terms or have such rights or obligations performed. Insofar as the Purchaser's consent to the transfer of rights and obligations or the engagement of third parties is required by law, consent is hereby deemed to have been given.
- 19.3** If any provision of the Agreement and/or these Terms is void or voided, the other provisions of the Agreement and/or these Terms will remain in full force and effect. In the situation as referred to in the previous sentence, as well as in the situation that, according to the standards of reasonableness and fairness, any provision of the Agreement and/or these Terms is deemed unacceptable under the given circumstances, a provision will apply between the Parties that is valid and acceptable and that, given all the circumstances, comes closest to the purport of the invalid or unacceptable provision.

Article 20 - Applicable law and competent court

- 20.1** The legal relationships between the Parties, including the Agreement and these Terms, including the jurisdiction clause, are governed exclusively by Dutch law. The Vienna Sales Convention of 11 April 1980, which entered into force in the Netherlands on 1 January 1992, does not apply.
- 20.2** All disputes between the Parties arising from or in connection with the legal relationships between them, including the Agreement and these Terms, as well as disputes concerning the existence and validity thereof, will be settled exclusively by the competent court in Amsterdam, the Netherlands.