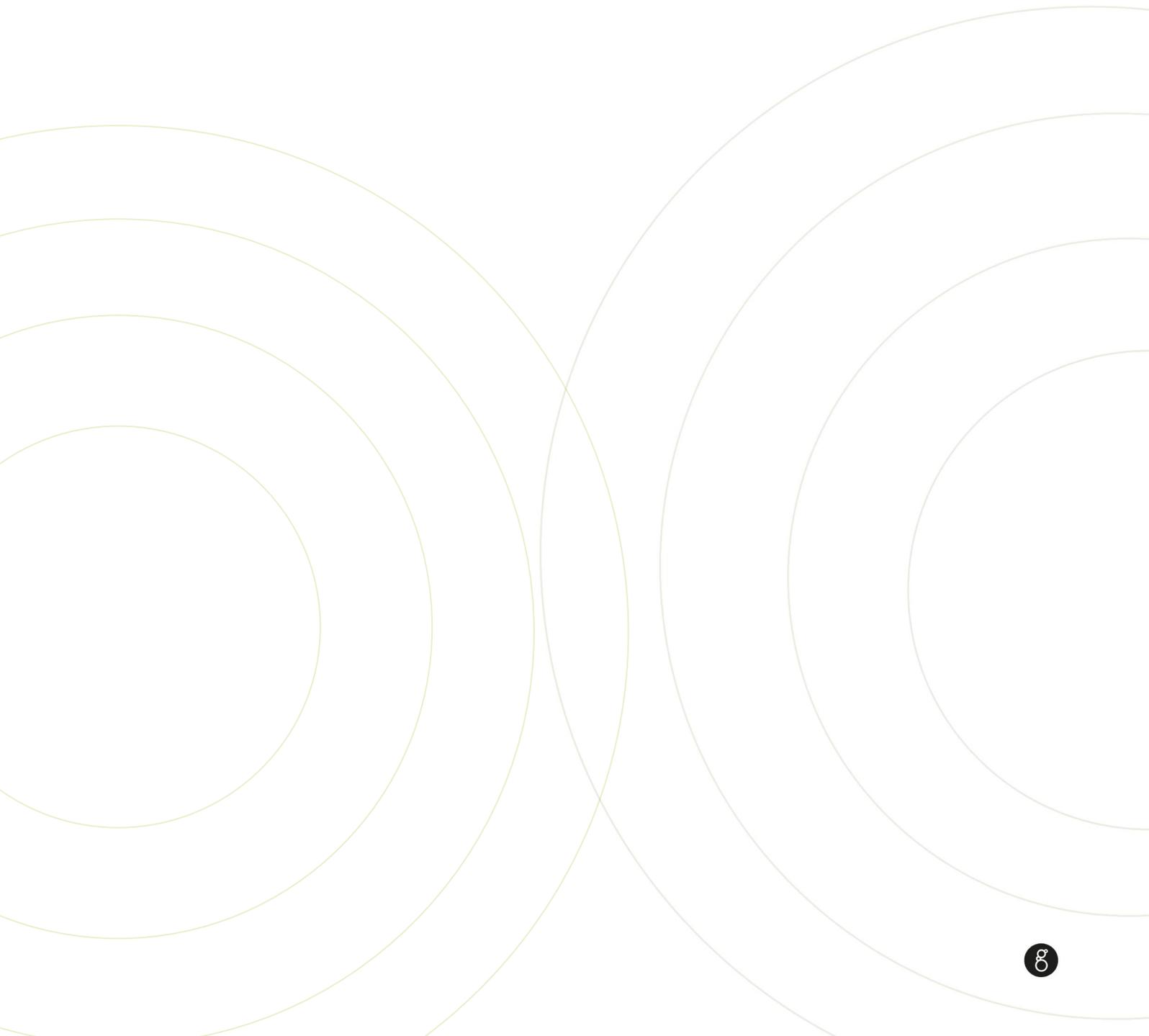




# GETEC BENELUX

## General Purchase Conditions





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## **1. Definitions**

### **a. Services;**

The products and/or services to be provided by the Contractor under the Agreement for the benefit of GETEC.

### **b. GETEC;**

GETEC Infra B.V. and all legal entities affiliated to it.

### **c. Installation;**

The placing and/or connecting of a Product or composition of Products by Suppliers and making it ready for use in such a way that the Product or composition of Products functions in accordance with the Agreement.

### **d. Employee;**

Any person employed by Supplier and/or engaged for services by Supplier.

### **e. Quotation;**

The oral/written formal offer made by Supplier describing what the Performance will include, prices and/or terms.

### **f. Maintenance Work;**

The maintenance work to be performed by Supplier pursuant to the Order.

### **g. Order;**

All orders from GETEC to the Supplier to deliver a Performance.

### **h. Agreement;**

The agreement between the Parties whereby they enter into a commitment toward each other including the specific and general terms and conditions.

### **i. Parties;**

GETEC and Supplier.

### **j. Performance;**

The performance to be delivered by Supplier pursuant to the Order, consisting of the delivery of Products and/or Installations and/or the performance of Work and/or the provision of Services and/or the performance of work and related activities.

### **k. Regulations;**

Any applicable provision laid down in a statutory provision (including laws in the formal sense, lower legislation and provisions of international law or EC law) or in another generally binding regulation or in a permit or a decision of any governmental body, at the national, supranational or intergovernmental level (including an administrative, supervisory or policy-making body) which is binding on the Parties.

### **l. Specifications;**

The specifications or descriptions of the Deliverable, as set forth in the Order mentioned documents, or other documents provided by GETEC.

### **m. Recall;**

The recall by the Supplier of Products supplied in connection with a fault or shortcoming.

### **n. Supplier;**

Any person or legal entity that enters into an Agreement with GETEC, or issues a Quotation for the supply of a Performance.

### **o. Work;**

All work as included in the Order and/or Agreement and all reasonably associated work and supplies, including (where applicable) all associated requirements, to be performed by Supplier.





## **2. Applicability**

- 2.1. The provisions of this paragraph shall (also) apply if and insofar as it has been agreed between the Supplier and GETEC that the Contractor shall supply products and/or services to GETEC.
- 2.2. If a newer version of GETEC's General Terms and Conditions of Purchase is published, that version shall apply between the Parties.
- 2.3. In case an Agreement differs in content from the content of these General Conditions of Purchase, the content of the Agreement takes precedence.
- 2.4. Where the Parties have entered into a Framework Agreement, the provisions of that Framework Agreement shall apply to all Assignments arising from that Framework Agreement, even where an Assignment does not explicitly refer to the Framework Agreement applicable to that Assignment.

## **3. Tenders, assignments and formation of agreements**

- 3.1. A request for quotation is not binding on GETEC and serves only as an invitation to tender. GETEC reserves the right to terminate negotiations with the Supplier at any time, without giving any reason(s) and without being liable for any damages arising therefrom, or without obligation to continue negotiations.
- 3.2. Oral quotations must be confirmed in writing within ten working days. By submitting a quotation, the Supplier undertakes to GETEC, if the order is awarded, to deliver the agreed performance at the fixed total price or fixed transfer price within the stipulated period. The Supplier remains bound by its quotation for a period of ninety calendar days. All costs associated with the submission of a quotation shall be borne by the Other Party. It is not permitted to submit a non-binding quotation.
- 3.3. An agreement is concluded only after:
  - The Supplier has accepted the order provided by GETEC, or;
  - The Supplier has begun work after receiving the order, or;
  - The parties have agreed to an agreement in writing, or;
  - GETEC has confirmed a verbal order in writing.
- 3.4. If GETEC refers to annexes when concluding the contract, they shall form part of the contract. The Supplier must check these documents for errors, ambiguities or incompleteness and if the case, must inform GETEC of this in writing as soon as possible. If the performance of the order is based on documents provided by GETEC, these shall also form part of the contract. In case of obvious errors or contradictions in the application, the Supplier must consult with GETEC before submitting an offer. If the Supplier fails to report this, it shall be liable for any resulting damages. If the Supplier does not report errors or inconsistencies, the specifications of the application shall prevail in case of conflicts between the application and the quotation.
- 3.5. Deviations in the Supplier's order confirmation from the Order issued by GETEC are not binding unless GETEC expressly accepts these deviations in writing. Payment or acceptance of goods or services provided by the Supplier does not constitute acceptance of the deviations. If the Supplier begins work without a contract, it does so at its own risk and expense.

## **4. Prices**

- 4.1. The agreed price is binding and cannot be adjusted at any time because of changes in, among other things, exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, raw materials or semi-finished products, wages, and other costs owed by the Supplier to third parties.
- 4.2. The price includes at least:
  - all costs;
  - import duties, excise duties, levies and taxes (excluding VAT);
  - fees and all other costs related to permit applications required to perform the Performance;
  - the cost of instructions to be given by the Supplier to GETEC or its personnel;
  - the fees for the use, or transfer of the Intellectual Property Rights;
  - All costs related to or arising from the delivery of the Performance;
  - any other costs chargeable to the Supplier under the Agreement or these General Conditions of Purchase;





- 4.3. In addition, the price shall include everything necessary for the proper execution of the Order in line with applicable standards, regulations and the requirements of good workmanship, even if they are not explicitly stated in the Order.
- 4.4. The Supplier guarantees that, during the term of the Agreement, it will provide the Performances to GETEC at the reasonably lowest possible price. This price shall not exceed the price charged by the Supplier to third parties with a similar purchasing volume as GETEC, for Performances of comparable quality and quantity.

#### **5. Billing and payment**

- 5.1. The Supplier may invoice amounts due GETEC only on the date of delivery of the Deliverable, or, if payment by installments is agreed upon, upon meeting the requirements by payment period as set forth in the Agreement/Order. GETEC shall pay the invoiced amount within 60 (sixty) calendar days from the invoice date, provided the invoice has been approved.
- 5.2. The invoice must comply with the applicable legal requirements according to the Turnover Tax Act 1968, the Implementing Regulation on hirer, chain and principal liability 2004, and corporate law rules applicable to GETEC. The invoice must contain at least:
  - invoice date;
  - name, address and residence of the Supplier;
  - Supplier's Chamber of Commerce number;
  - Supplier's VAT identification number;
  - VAT amount;
  - invoice number;
  - purchase order number, line item number and in case of outsourcing also the GF number;
  - price;
  - period and description of the Performance to which the invoice relates;
  - delivery dates and delivery address of the Performance.
- 5.3. If the invoice does not contain all the required information, it will not be approved, and GETEC will not be liable for payment. Upon submission of a new, correct invoice, the payment period will start again.
- 5.4. The invoice should be sent to [crediteurenadministratie@getec-park.nl](mailto:crediteurenadministratie@getec-park.nl).
- 5.5. GETEC reserves the right to set off any amounts owed against any amounts it may claim from the Supplier or related entities at any time, whether due or not.
- 5.6. Payment of the invoice does not constitute acknowledgement of the relevant claim. Invoices submitted later than 1 (one) year after delivery of the Performance shall not be accepted, and the right to payment shall lapse after this period.
- 5.7. GETEC may require, prior to payment, that the Supplier provide an unconditional and irrevocable bank guarantee at its own expense.
- 5.8. If GETEC fails to pay on time without a valid reason, the Supplier shall be entitled, after written notice of default, to statutory interest pursuant to Section 6:119 of the Civil Code, from the expiry of the term specified in the notice of default.
- 5.9. If GETEC pays an invoice within seven business days of receipt, it is entitled to a 3% discount on the total invoice amount. This discount is settled automatically upon timely payment and does not have to be requested separately.
- 5.10. The Supplier may not set off claims against GETEC against claims that GETEC has against it. In case of disputed invoices by GETEC, the Supplier shall not be entitled to reclaim the respective Supply or suspend its obligations under the Agreement.
- 5.11. If GETEC's client fails to pay on time due to circumstances attributable to the Supplier, GETEC shall be entitled to suspend payment of invoices related to this work accordingly.
- 5.12. In the event of the Supplier's bankruptcy, GETEC may suspend its payment obligations until it has received a statement from the Tax Authorities showing that GETEC is not held liable under Section 34 or Section 35 of the Collection of Payroll Taxes Act 1990 for non-payment of payroll taxes by the Supplier. It is the responsibility of the receiver, pledgee or assignee to take care of this declaration.
- 5.13. In the event of the Supplier's bankruptcy, GETEC shall be entitled to compensation of 25% of the total price or contract price including additional or less work for the Supplier's non-compliance with warranty





obligations, as well as 5% for additional costs due to the bankruptcy, unless they are demonstrably higher. In that case, GETEC shall be entitled to compensation for the actual costs.

## **6. Delivery and delivery time**

- 6.1. The Incoterms 2020 of the International Chamber of Commerce in Paris shall apply to the delivery of Goods and services.
- 6.2. The delivery of the Goods, including the provisions regarding the cost of delivery and the transfer of risk, shall take place on the basis of Delivered Duty Paid (DDP) and shall be unloaded at the address specified by GETEC within the agreed term, in accordance with the Terms of Delivery. Hereby the risk of the Goods is transferred to GETEC only once GETEC has accepted the Goods according to the provisions of these General Terms and Conditions. GETEC reserves the right to change the delivery specifications on reasonable grounds.
- 6.3. If, for any reason, GETEC is unable to take delivery of the Goods at the agreed time and they are ready for delivery, the Supplier shall hold the Goods separately as recognizable property of GETEC for a reasonable fee to be determined by mutual agreement, and take all necessary measures to prevent deterioration of the Goods until GETEC is able to take delivery of them.
- 6.4. The Goods must be properly packed, secured and transported in such a way that they reach their destination in good condition, in accordance with the applicable laws and regulations. GETEC is authorized not to take delivery of the Goods if the relevant laws and regulations are not complied with.
- 6.5. The Supplier shall comply with the packaging and transportation requirements set by GETEC.
- 6.6. The Supplier is responsible for the removal and disposal (at its own expense) of all packaging materials delivered to GETEC. GETEC shall be entitled at any time to have the packaging materials disposed of at the Supplier's expense and risk.
- 6.7. The Supplier shall clearly and clearly indicate the purchase order number, position number, unit description, quantities and packing date on the packing list.
- 6.8. The Supplier shall deliver the Deliverables at the agreed upon place or places.

## **7. Quality and description of performance**

- 7.1. The Performance must meet at least the following requirements:
  - The Performance must conform to the specifications in the Order, including requirements for quantity, quality, etc.
  - The Performance must be fully consistent with and comply with the established Specifications.
  - The Performance shall be delivered with the necessary instructions so that GETEC and its personnel can operate it independently.
  - All necessary permits for the performance of the Order must accompany the Performance.
- 7.2. The Performance includes preparatory work such as drawing and development work to be performed by the Supplier.
- 7.3. The design, composition, quality and functionality of the Performance must comply with all relevant regulations and standards.
- 7.4. To the extent the Performance includes the delivery of Products, the following additional requirements apply:
  - The Products must be made of quality materials, free of defects and properly executed.
  - The Products must be suitable for their intended purpose and comply with applicable quality, safety, health and environmental laws and regulations.
  - A current Material Safety Data Sheet (MSDS) must be provided when supplying harmful substances.
  - Products must be traceable in terms of origin of components and raw materials.
  - Supplier shall be able to supply spare parts, special tools and measuring equipment of the same quality for at least ten years after delivery.
  - The Products must not contain asbestos or other carcinogenic substances and must not present a health hazard.
  - The necessary documents such as packing lists, certificates, declarations and instruction manuals shall be provided in Dutch upon delivery of the Products, unless otherwise agreed.





- Products must bear a type, serial and appliance number and origin marking from the manufacturer or importer.
- 7.5. The Supplier is obligated to provide all tools necessary for proper operation and use of the Performance, including related documentation and software.
- 7.6. If it proves impossible to deliver the agreed Performance, the Supplier must - after GETEC's approval - deliver an equivalent substitute Performance, the price of which may not exceed the originally agreed price. If GETEC does not give its approval for valid reasons, it may demand that another supplier be used temporarily, with the costs being borne by the Supplier.
- 8. Non-conformity**
- 8.1. If the Supplier's Performance does not comply with the agreed specifications, quality requirements or other conditions as set forth in the Order (hereinafter "Nonconformity"), this shall be considered as a failure by the Supplier to perform the Agreement.
- 8.2. If Nonconformity is found, GETEC shall be entitled, at its option and without prejudice to other rights:
- a. refuse the Performance;
  - b. demand repair of the Nonconformity at the Supplier's expense;
  - c. require replacement of the Performance;
  - d. rescind the agreement in whole or in part; and/or
  - e. claim damages, including incidental costs such as examination costs, transportation costs, installation and removal costs, and other direct or indirect damages.
- 8.3. The Supplier shall be obliged to remedy Non-Conformity immediately and completely as soon as it becomes aware of it or is notified of it by GETEC. Such rectification, replacement or reperformance shall be free of charge and within a term to be reasonably determined by GETEC.
- 8.4. If the Supplier fails to remedy the Nonconformity to GETEC's satisfaction within the stipulated period, GETEC shall be entitled to take the necessary measures itself or through a third party. All associated costs, including any additional costs caused by delay, shall be borne entirely by the Supplier.
- 8.5. For the repaired, replaced or re-performed Performance, the warranty period as established in Article 9 shall begin again upon acceptance by GETEC.
- 8.6. The Supplier shall indemnify GETEC against all third party claims resulting from Nonconformity of the Performance, including any recalls, fines, and other damages.
- 8.7. Non-conformity of a part of the Performance shall entitle GETEC to consider, if applicable, the entire delivery or service as non-conforming and to take corresponding measures.
- 8.8. This Article is without prejudice to other rights and obligations under the Agreement or applicable law.
- 9. Warranty and conformity**
- 9.1. The Supplier warrants that the Performance meets the specified requirements in all respects.
- 9.2. In the event of a Recall, the Supplier must immediately inform GETEC as soon as it becomes aware of the need or reason for it. All costs incurred by GETEC due to a Recall shall be borne by the Supplier.
- 9.3. Unless otherwise stipulated in the Order, the warranty period shall be eighteen months after completion, during which time the Supplier shall guarantee the conformity of the Performance delivered with the Order. If the Performance is intended for incorporation into installations or systems by GETEC, the warranty period starts after delivery of these installations or systems to the end customer. This does not affect the warranty in the first paragraph of this article.
- 9.4. If GETEC reports a defect in writing after acceptance of the Performance within the warranty period, the Supplier shall be obliged to remedy this defect immediately and free of charge and to reimburse additional costs, including assembly and disassembly costs, examination costs, transportation and accompaniment costs. The Supplier shall, in consultation with GETEC, repair the defect or, if in GETEC's opinion repair is not possible, replace or reperform the Performance, without prejudice to further liabilities and rights of GETEC. The Supplier shall remedy the defect regardless of any admission of liability. If it is later found that the Supplier is not liable, it shall be entitled to reimbursement of the normal costs of repair, replacement or reperformance.
- 9.5. In urgent cases, or if the Supplier fails to fulfill its obligations under this Article, GETEC shall be entitled to carry out or have carried out the repair or replacement at the Supplier's expense without further notice.





- 9.6. For a replaced or repaired Performance, the agreed warranty period starts again upon acceptance by GETEC.
- 9.7. The Supplier warrants that during the warranty period it will keep available the necessary knowledge and capacity to fulfill its obligations under this Article.

#### **10. Default and dissolution**

- 10.1. All agreed terms, including delivery terms, are binding on the Supplier. If these terms are exceeded, the Supplier shall be in default immediately, without any notice of default being required from GETEC, even if GETEC agrees to later delivery.
- 10.2. As soon as the Supplier knows or suspects that it will not be able to comply with any provision of the Agreement, it must immediately notify GETEC in writing, stating the reasons, and take all possible actions to still comply with the Agreement. Without prejudice to GETEC's other rights, the Parties shall discuss whether, and if so, in what manner, the situation can be resolved to GETEC's satisfaction.
- 10.3. If any of the following situations occur at the Supplier, the Supplier must immediately notify GETEC in writing. In such case, all claims of GETEC shall be immediately due and payable, and GETEC shall have the right and authority to suspend the performance of all Agreements until compliance by the Supplier is adequately ensured, while retaining all its legal and contractual rights, including the right to compliance, full or partial rescission of the Agreement, substitute damages and additional compensation:
  - The Supplier is in breach of its obligations under the Agreement and has not remedied the breach after GETEC has given notice of default within the stipulated period;
  - There is the occurrence of, or well-founded suspicion of, theft, embezzlement or misuse by the Supplier and/or its Employees of property belonging to GETEC or its client, or property made available to the Supplier by GETEC;
  - Criminal acts by the Supplier and/or its Employees or by subcontractors engaged by the Supplier have occurred, or are well-founded;
  - GETEC may infer from a communication from the Supplier that it will default, or GETEC has reasonable grounds to fear that the Supplier will default and the Supplier does not respond to a written demand to confirm within a reasonable time that it will fulfill its obligations;
  - A change occurs in the management or shareholder structure of the Supplier, which poses a significantly increased risk to GETEC, or if a competitor of GETEC acquires control of the Supplier as a result.
- 10.4. Each party has the right to terminate all Agreements immediately (without notice of default) without obligation to pay damages in the following cases:
  - If the other party or its guarantor or guarantor files for suspension of payments, is declared bankrupt, goes into voluntary or compulsory liquidation, ceases its business activities or decides to liquidate or file for bankruptcy;
  - If significant assets of the other party are seized and the seizure is not lifted within one month.
- 10.5. If any of the above circumstances occur, Party A shall immediately notify the other Party B in writing, all claims of Party A shall be immediately due and payable, and Party A shall have the right and authority to suspend the performance of all Agreements until compliance is adequately assured, while retaining all of its legal and contractual rights, including the right to compliance and damages.
- 10.6. The Supplier expressly and unconditionally waives its right of suspension or lien, if any, with respect to the Performance, unless GETEC, after proper notice of default, fails to properly perform its obligations under the contract for more than three months. The Supplier shall guarantee that any subcontractor it engages shall similarly waive any rights of retention and shall ensure that a corresponding clause is included in the agreement with the relevant subcontractor.

#### **11. Liability of and indemnification by contractor**

- 11.1. The Supplier is liable for all damages suffered by GETEC and/or third parties as a result of an attributable failure of the Supplier to fulfill its obligations under the Agreement, as well as for damages to property of GETEC and/or third parties caused by the Supplier. This applies regardless of whether





the damage was caused by the Supplier itself, an Employee, or a subcontractor for which the Supplier is responsible.

- 11.2. The Supplier shall not be liable for indirect damages, which include only lost profits and reputational damage. However, this limitation of liability shall not apply in the event of intent, gross fault or gross negligence on the part of the Supplier.
- 11.3. During the delivery of the Performance, the risk of theft, damage, fire or molestation of the Supplier's property shall lie with the Supplier itself. This risk also extends to personal property of Employees, other personnel associated with the Supplier, and any subcontractors engaged by the Supplier. If the Supplier deems it necessary to insure against this risk, the associated costs shall be at its own expense. GETEC shall under no circumstances accept any liability for damages in this respect, either to the Supplier or to subcontractors engaged by the Supplier in the performance of the Order.
- 11.4. The provision in the first paragraph of this article shall also be considered a stipulation within the meaning of Article 6:253 of the Civil Code. This stipulation cannot be revoked by the Supplier and applies to third parties without consideration.
- 11.5. The Supplier shall indemnify GETEC against all claims, demands, rights and actions that third parties, including recourse insurers, might bring against GETEC in connection with the Agreement or its performance. The Supplier shall fully indemnify GETEC in this regard.

## **12. Force majeure**

- 12.1. The parties shall not be in default and shall not be entitled to reimbursement of costs from each other if and to the extent that the performance of contractual obligations is delayed, impeded or prevented by force majeure. Force majeure includes, but is not limited to, war or hostilities, riots or civil unrest, floods and other natural disasters, nuclear disasters and similar external calamities that cannot be attributed to the party involved. Force majeure expressly does not include illness of Employees, labor shortage, scarcity of raw materials, transportation problems, production problems, strikes or work stoppages of Employees, and default of suppliers of the Supplier and/or other subcontractors engaged by the Supplier. As long as the Supplier invokes force majeure, GETEC shall be entitled to suspend its obligations until the force majeure situation has ended.
- 12.2. The parties will inform each other as soon as possible of a (possible) force majeure situation.
- 12.3. During the period of force majeure, both parties may suspend their obligations under the Agreement. If this situation lasts longer than 3 (three) months, each party has the right to terminate the Agreement without any obligation to pay damages to the other party.

## **13. Suspension**

- 13.1. GETEC shall be entitled at any time to suspend the performance of the Agreement in whole or in part and to require the Supplier to suspend the performance of the Agreement for a period of time determined by GETEC. In such case, the Supplier shall store, secure, insure and take reasonable measures to prevent loss of quality of any Deliverables to be delivered as part of the Performance, carefully packaged.
- 13.2. The Supplier shall be obliged to limit the damage resulting from such suspension as much as possible by taking appropriate measures. Provisions that the Supplier must take as a result of the suspension and for which demonstrable costs have been incurred shall be settled as additional or less work, unless the suspension is caused by a shortcoming on the part of the Supplier or a subcontractor engaged by it.
- 13.3. If the Supplier fails to fulfill its obligations and/or if it is found that the Performance does not fully comply with the provisions of the Order, GETEC shall be entitled to suspend its payment obligations for the relevant Order until the Supplier has fulfilled its obligations.

## **14. Secrecy and privacy**

- 14.1. The Supplier shall keep confidential all data and/or information it obtains within the framework of the performance of the Agreement and shall not disclose them to third parties without GETEC's written consent, with the exception of subcontractors engaged by it in the performance of the Agreement. The Supplier shall impose the same duty of confidentiality on such subcontractors and guarantees their compliance with this duty. The Supplier shall ensure that the data/information provided by GETEC is shared only with persons who need to know it for the proper performance of the Agreement.
- 14.2. For violation of the duty of confidentiality stipulated in this article, the Supplier forfeits an immediately payable penalty of €50,000 (in words: fifty thousand euros) per event. This penalty shall not affect any





compensation obligation of the Supplier and shall not affect GETEC's right to claim actual damages and performance of the Agreement.

- 14.3. Unless otherwise agreed in writing with the Supplier, GETEC may store, process and (re)use all information obtained in the performance of the Agreement without further restrictions.
- 14.4. To the extent that the Parties share personal data with each other in connection with the performance of the Agreement, they will reasonably comply with the requirements of applicable privacy laws.
- 14.5. Upon request, the Supplier shall inform GETEC in writing and without delay how it complies with applicable privacy laws and shall take the technical and organizational measures to protect the personal data it receives from GETEC.
- 14.6. The Supplier warrants that all data it provides to GETEC has been obtained and offered in a lawful manner, without infringement of third party rights. The Supplier indemnifies GETEC against any claims or actions by public authorities and/or individuals arising from infringements by the Supplier or its data processor of third party rights or obligations under privacy laws.
- 14.7. The Supplier shall ensure that the personal data made available to GETEC remain up-to-date for the performance of the Agreement and in accordance with applicable privacy laws.
- 14.8. The Supplier shall process the personal data provided by GETEC solely for the purpose of performing the Agreement.
- 14.9. The Supplier must notify GETEC immediately, and no later than 24 (twenty-four) hours, if:
  - A request for information, a subpoena or a request for inspection or audit from a competent government agency regarding the processing will be received unless the Supplier is prohibited by law from disclosing such information;
  - The Supplier intends to disclose personal data to a competent governmental authority;
  - The Supplier discovers or reasonably suspects that a data breach has occurred.
- 14.10. The Supplier shall immediately inform GETEC of any complaints, requests or information requests from individuals, including requests to correct, delete or block personal data. The Supplier shall not respond directly unless specifically instructed to do so by GETEC. This information obligation does not apply to data controllers. Both parties will fully cooperate in case of a processing agreement, in order to comply with all legal and contractual data protection obligations.
- 14.11. The Supplier guarantees that all personal data for which GETEC acts as a data controller shall only be processed within the borders of the European Economic Area (EEA). Processing of these personal data outside the EEA is not permitted without GETEC's prior written consent.

#### **15. Transfer of ownership and risk**

- 15.1. In principle, ownership passes to GETEC upon delivery. The risk for the Performance remains with the Supplier until the time of delivery, or, if the Performance includes the Installation, until the time of delivery.
- 15.2. Notwithstanding this, GETEC acquires ownership of the Performance at the time it is stored for the benefit of GETEC; however, the risk remains with the Supplier until delivery or, if the Performance also includes the Installation, its completion.
- 15.3. Products transferred by GETEC to the Supplier for repair, modification or processing remain the property of GETEC during this period, but the risk rests with the Supplier.
- 15.4. If it is agreed that GETEC makes advance payment on the basis of the Agreement, all materials, raw materials and semi-finished products used or intended to be used by the Supplier for the performance of the Agreement, as well as all Products in process, shall be legally delivered and transferred full ownership to GETEC upon payment. At GETEC's request, the Supplier shall provide a statement of transfer of ownership.
- 15.5. From the moment the Supplier receives the advance payment, it shall remain responsible for the risk of all items listed above. The Supplier is obliged to clearly individualize these items and keep them separate for the benefit of GETEC, segregated from other items.

#### **16. Changes, deviations and additions**

- 16.1. Amendments, deviations and/or supplements to one or more provisions in a contract or to the General Conditions of Purchase shall be effective only if they are in writing. Where such an amendment, deviation and/or addition is agreed upon, it shall apply only to the contract in question.





- 16.2. In the event of obvious errors or inconsistencies in parts of the Agreement and/or Order, the Supplier is obliged to contact GETEC before commencing performance so that the Order can be adjusted if necessary. If the Supplier fails to report this, it shall be responsible for any damages resulting from such failure and shall assume all risks.
- 16.3. GETEC is entitled to submit to the Supplier a request for modification of the Order, such as more or less work. The Supplier may refuse this request only on well-founded grounds. The Supplier must provide all relevant consequences, such as costs and change in schedule, in writing within the agreed period, or failing this within ten working days. The change shall be carried out only if it, including its consequences, is approved in writing by GETEC.
- 16.4. If, in the opinion of GETEC, due to the nature of the work or the content of the order, it is not possible to determine the price of the change in a timely manner, the price shall be determined by mutual agreement and reasonableness with the written consent of GETEC after completion of the change.
- 16.5. Less work shall always be settled. Where additional work is to be settled under the Agreement, the price charged by the Supplier for the additional work shall not exceed the price level set in the Agreement for comparable work.
- 16.6. Additional work does not include additional work or changed insights that the Supplier could have foreseen when entering into the Agreement. If the Supplier is of the opinion that additional work is involved, it must inform GETEC of this in writing within five working days of its discovery. The Supplier is entitled to compensation for additional work only if GETEC has agreed to it in writing in advance. If the Supplier starts the additional work before GETEC has given its written consent, this shall be done at the Contractor's own expense and risk.

#### **17. Time of delivery**

- 17.1. The Supplier shall deliver the Performance on the date and at the location specified in the Order. If the Order specifies a period instead of a specific date, such period shall commence on the day the Supplier has received the Order, or - if later - on the day the Supplier has received from GETEC the information, drawings, models, materials or tools necessary to start the performance of the Order.
- 17.2. The delivery time or deadline shall be binding. As soon as the Supplier knows or expects that the Performance cannot be delivered on time, it shall immediately notify GETEC in writing, including text and explanation of the causes.
- 17.3. Unless otherwise provided in the Order, the Supplier is not authorized to make partial deliveries.
- 17.4. All fines agreed between the Supplier and GETEC shall be without prejudice to any compensation obligation of the Supplier. The penalty is not subject to reduction. GETEC reserves the right to exercise other rights in addition to the penalty, such as demanding performance of the Agreement.

#### **18. Inspection before delivery, monitoring, testing and trials**

- 18.1. The Supplier shall timely enable GETEC to inspect, test or monitor the delivered goods and/or services prior to delivery, if deemed necessary by GETEC. Inspections and tests may be performed by GETEC itself or by a third party designated by GETEC.
- 18.2. The Supplier shall cooperate fully in any inspection, monitoring, tests or trials.
- 18.3. If during the inspection, monitoring, tests or trials it is found that the goods and/or services do not meet the agreed specifications, quality requirements or other conditions, GETEC is entitled to:
- a. refuse delivery in whole or in part;
  - b. require repair or replacement at the Supplier's expense; and/or
  - c. suspend further deliveries until the specified requirements are met.
- 18.4. The performance of inspections, monitoring, tests or trials by GETEC or a third party does not relieve the Supplier of its responsibility and liability to comply with the agreed conditions and specifications.
- 18.5. Costs for inspections, monitoring, tests or trials arising from non-conformity of the goods and/or services provided shall be borne entirely by the Supplier.
- 18.6. The time of inspection, monitoring, tests or trials and whether or not GETEC approves the delivery shall not affect GETEC's right to claim any hidden defects or non-conformity at a later date.

#### **19. Packaging, transportation and storage**

- 19.1. The Products must be securely and environmentally friendly packed, secured and transported so that they reach their destination in good condition. All costs related to the Agreement or its performance,





such as for packaging, transport, storage and delivery of the Performance, as well as for items made available by GETEC, and the costs of insurance (actual value) for transport, storage and delivery, shall be borne by the Supplier. If GETEC has incurred these costs because the Supplier has failed to do so, the Supplier shall reimburse these costs directly to GETEC or deduct them from the final sum.

- 19.2. The Supplier must carefully follow GETEC's instructions regarding packaging, preservation, labeling, marking, security, shipping and related shipping documentation. An easily visible packing list must be affixed to the outside of the goods to be delivered, which remains clearly legible even when stacked.
- 19.3. The Supplier shall be obliged, at the request of GETEC, to take back the packaging and transport material used by it at its own expense and risk. GETEC has the right to return this packing and transport material at the Supplier's expense and risk. If GETEC wishes, it may retain this material, after which it shall become its property at no additional cost.
- 19.4. Unless otherwise specified in the Order, deliveries must be made on a DDP (Delivered Duty Paid) basis to the delivery address specified in the Order, according to the then current version of the Incoterms of the International Chamber of Commerce (ICC) in Paris.
- 19.5. If the Performance is ready for delivery, but GETEC is unable for reasonable reasons to take delivery of it at the agreed time, the Supplier shall keep the Performance separate, clearly mark it as destined for GETEC, and take all necessary measures to prevent loss of quality until the Performance can be delivered. In such case, GETEC shall reimburse the Supplier for the costs reasonably incurred for this purpose.

#### **20. Materials, parts, drawings, etc. provided.**

- 20.1. Materials, equipment, parts, attestations, drawings and similar items provided by GETEC to the Supplier for the performance of the Agreement remain the property of GETEC and must be returned in good condition after performance of the Agreement. The Supplier shall indicate by separate storage and clear marking that these items are the property of GETEC and shall keep GETEC constantly informed of the location of these items.
- 20.2. Until the said items are returned to GETEC, they are at the risk of the Supplier, who is obliged to maintain them properly. The Supplier shall, at its own expense, insure all items received from GETEC in connection with the Agreement in favor of GETEC against risks of loss or damage due to fire, theft and destruction, under the usual conditions. Upon receipt of the items mentioned in this article, the Supplier shall check that they are sound and correct.

#### **21. Termination of the agreement**

- 21.1. GETEC shall be entitled to terminate the Agreement prematurely at any time, unless otherwise provided in the Agreement. Upon termination, GETEC shall pay compensation for all Performance already delivered by the Supplier and accepted by GETEC, supplemented by compensation for the demonstrable costs incurred by the Supplier as a result of the non-completion of the Agreement, up to a maximum of the price or contract sum stipulated in the Agreement. The Supplier shall be obliged to minimize the damages resulting from such termination.
- 21.2. GETEC will substantiate the termination with a motivation.

#### **22. Assignment of rights and obligations**

- 22.1. Without GETEC's written consent, the Supplier is prohibited from assigning or pledging the Order or any part thereof, as well as rights or claims arising from the Order or the Contract, to third parties. This prohibition applies in particular to payments relating to payroll tax, sales tax and social insurance contributions. This prohibition has property law effect as referred to in Article 3:83 paragraph 2 of the Civil Code. GETEC may attach conditions to the granting of consent. If GETEC grants such consent, the Supplier shall remain jointly and severally liable for compliance with the transferred Agreement or obligations, the outsourced performance, and for compliance with tax and social security legislation. The third party to whom the performance of the Agreement is outsourced commits to all obligations arising for the Supplier under this Agreement.

#### **23. Insurance**

- 23.1. In respect of its liability in the broadest sense (including, but not limited to, professional liability, product liability, design liability and statutory (risk) liability) vis-à-vis GETEC and third parties, the Supplier shall be obliged to insure itself at its own expense and to remain insured for an amount of €5,000,000 (in words: five million euros) per event.





- 23.2. At GETEC's request, the Supplier shall be obliged to provide the insurance policy or policies and proof of premium payment. The excess shall not exceed €15,000 (in words: fifteen thousand euros) per event.
- 23.3. If the Supplier has not purchased the said insurance(s) and/or is unable to provide proof of premium payment, GETEC is entitled to purchase the insurance(s) at the Supplier's expense.
- 23.4. The Supplier may not terminate the insurance policies referred to in this article, adversely modify their terms, or reduce the sum insured without GETEC's prior written consent.
- 23.5. If the Supplier is entitled to insurance coverage and/or a benefit under an insurance contract in connection with any liability it may have to GETEC, the Supplier shall be obliged to make such claim and ensure that the benefits are paid directly to GETEC or are for the benefit of GETEC. GETEC may require that the Supplier, at GETEC's option, be included as sole or co-beneficiary on the insurance contract, or that claims for benefits under the insurance be assigned to GETEC.

#### **24. CSR, anti-corruption and conflicts of interest**

- 24.1. The Supplier commits to the core values of Corporate Social Responsibility (hereinafter "CSR") and acts in accordance with the principles set forth in the most recent version of GETEC's Supplier Code of Conduct. By entering into this Agreement, the Supplier automatically accepts the Supplier Code of Conduct, including guidelines regarding anti-corruption, prevention of conflicts of interest, and CSR.
- 24.2. The Supplier shall ensure that all obligations arising from this Agreement and the Supplier Code of Conduct, including the CSR, anti-corruption and conflict of interest principles and guidelines, are equally imposed on its subcontractors and sub-suppliers. This means that the Supplier is required to establish a back-to-back obligation in its agreements with subcontractors and sub-suppliers so that they are also bound by these provisions.
- 24.3. If a subcontractor or sub-supplier fails to comply with the obligations under the Supplier Code of Conduct or this Agreement, the Supplier remains fully responsible and liable for compliance with those obligations.
- 24.4. GETEC reserves the right to terminate the contract with immediate effect without any obligation for compensation in the event of violation of these principles or obligations by the Supplier, or by any subcontractor or sub-supplier engaged by the Supplier.
- 24.5. By any action of the Supplier in violation of the provisions of this article, the Supplier forfeits an immediately payable penalty of €50,000 without prior notice of default or judicial intervention.

#### **25. Language**

- 25.1. The Supplier hereby declares that it has sufficient knowledge of the Dutch language to fully understand the Agreement, its terms, conditions and attachments, and that all future documents, drawings and correspondence will be in Dutch. Other languages will only be used if required by competent authorities or if otherwise expressly stated elsewhere in the Agreement.
- 25.2. These General Conditions of Purchase were originally drafted in Dutch. In the event of any conflict between the Dutch text of these General Conditions of Purchase and translations thereof, the Dutch text shall prevail.

#### **26. Hazardous and chemical substances**

- 26.1. The Supplier, its personnel and any contractors are required to comply with all rules, including guidelines and regulations applicable there at the Customer's site(s). This includes, but is not limited to, safety, health, environmental, conduct, access and security rules. The Client will make these rules known in advance or upon arrival at the location.
- 26.2. The Supplier is responsible for informing its employees and contractors of these rules in a timely manner and ensuring compliance with them. If the Client institutes additional or modified rules, the Supplier must also comply with them.
- 26.3. By any action of the Supplier in violation of the provisions of this article, the Supplier forfeits an immediately payable penalty of €10,000 without prior notice of default or judicial intervention.

#### **27. Site-specific rules**

- 27.1. The Supplier, its personnel and any contractors are required to comply with all rules, including guidelines and regulations applicable there at the Customer's site(s). This includes, but is not limited to,





safety, health, environmental, conduct, access and security rules. The Client will make these rules known in advance or upon arrival at the location.

- 27.2. The Supplier is responsible for informing its employees and contractors of these rules in a timely manner and ensuring compliance with them. If the Client institutes additional or modified rules, the Supplier must also comply with them.
- 27.3. By any action of the Supplier in violation of the provisions of this article, the Supplier forfeits an immediately payable penalty of €10,000 without prior notice of default or judicial intervention.

#### **28. Disputes and applicable law**

- 28.1. These General Conditions of Purchase and the Agreement are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.
- 28.2. All disputes between the Parties that cannot be resolved by mutual agreement shall, insofar as the law does not prescribe otherwise, be submitted to the District Court of Midden-Nederland, location Utrecht. However, GETEC reserves the right to submit claims against the Supplier to other courts or arbitration bodies, simultaneously or not.
- 28.3. If disputes arise, the Supplier shall not be entitled to suspend or modify the performance of the Agreement.

#### **29. Employee deployment**

- 29.1. The Supplier shall ensure that sufficient Employees are always available to perform the Order. Each Employee shall
- Are suitable to be involved in the performance of the Assignment;
  - Possess the relevant education(s), certificates and sufficient work experience in line with the requirements of the Assignment;
  - Where applicable, have valid access passes, authorizations and work permits.
- 29.2. If the Supplier fails to comply with this for any Employee, GETEC may deny such Employee access to the buildings, facilities and premises where the Performance is to be delivered or impose additional requirements for admission.
- 29.3. If the Supplier wishes to outsource any (part of the) Order to a subcontractor, this may only be done with the prior written consent of GETEC. This consent shall not be unreasonably withheld, but GETEC may attach conditions to it or limit its duration. The consent granted does not change the Supplier's responsibility and liability for the obligations under the Contract. Upon GETEC's request, the Supplier shall provide a copy of subcontractor agreements to GETEC.
- 29.4. At GETEC's request, the Supplier shall invoke warranties obtained from auxiliary persons or subcontractors, or transfer such warranties to GETEC if so desired.

