

GENERAL PURCHASING AND SERVICE PROVISION TERMS AND CONDITIONS NOT PRODUCT RELATED (NPR) OF HESSING B.V.

CHAPTER I - GENERAL PROVISIONS

1. DEFINITIONS AND CONTENT

1.1 In these general terms and conditions, the words written in capital letters, both in the singular and in the plural, shall have the following meaning:

- (a) **Agreement:** any Agreement for the sale and delivery of Products and/or the provision of Services and/or the performance of Work between Supplier and Hessing, to which the General Terms and Conditions apply;
- (b) **Assignment:** any (written or digital) offer from Hessing to Supplier relating to the sale and delivery of goods and/or the provision of services and/or the contracting of work;
- (c) **DCC:** Dutch Civil Code (*Nederlands Burgerlijk Wetboek*);
- (d) **General Terms and Conditions:** the present set of general purchasing and service provision terms and conditions not related to products (NPR) of Hessing;
- (e) **Hessing:** the entity of the Hessing group that is party to the Agreement;
- (f) **Hessing group:** Hessing B.V., a private company with limited liability, with its registered office in Langedijk and its place of business at Maarten de Vriesstraat 3, 5975RW in Sevenum, registered in the trade register of the Dutch Chamber of Commerce under number 37099737, as well as its legal successors under general or special title, and the companies affiliated with it within the group;
- (g) **Order:** an offer by Hessing to conclude an Agreement;
- (h) **Party(ies):** Hessing and/or Supplier;
- (i) **Personnel:** employees of a Party or of companies affiliated with it within a group of companies;
- (j) **Products:** all products and goods that Supplier sells and delivers to Hessing;
- (k) **Quotation:** any (written or digital) offer from Supplier to Hessing relating to the sale and delivery of Products and/or the provision of Services and/or the performance of Work;
- (l) **Request:** all requests from an entity belonging to the Hessing group for Supplier to issue a Quotation with regard to the sales and delivery of Products, and/or the provision of Services and/or the performance of Work;
- (m) **Service:** all services provided by Supplier to Hessing;
- (n) **Supplier:** the natural or legal person with whom Hessing enters into the Agreement;
- (o) **Terminate:** the ending of the Agreement via termination (*opzeggen*) or dissolution (*ontbinden*, article 6:265 DCC);
- (p) **Third Parties:** legal entities or natural persons engaged by or on behalf of a Party in the context of the (partial) performance of an Agreement (other than Personnel of that Party);
- (q) **Work:** all work performed by Supplier for Hessing within the meaning of article 7:750 et seq. DCC;
- (r) **Working day:** Monday to Friday, with the exception of official public holidays in the Netherlands.

1.2 The General Terms and Conditions are divided into the following chapters:

- (a) Chapter I "General Provisions" of the General Terms and Conditions applies to all Agreements;
- (b) Chapter II "Purchase and Delivery of Products" of the General Terms and Conditions applies if and insofar as the Agreement (also) provides for the purchase and delivery of Products;
- (c) Chapter III "Provision of Services" of the General Terms and Conditions applies if and insofar as the Agreement (also) provides for the provision of Services;
- (d) Chapter IV "Contracting of Work" of the General Terms and Conditions applies if and insofar as the Agreement (also) provides for the performance of Work on a contract or subcontract basis.

2. APPLICABILITY

2.1 The General Terms and Conditions apply to all Agreements that Hessing concludes with Suppliers, including all related legal acts.

2.2 If the Agreement (also) relates to the purchase and delivery of Products, Chapter II shall apply in addition to Chapter I, regardless of the title of the Agreement. In the event of any conflict between provisions in both chapters, the provisions of Chapter II shall prevail.

2.3 If the Agreement (also) relates to the provision of Services, Chapter III shall apply in addition to Chapter I, regardless of the title of the Agreement. In the event of any conflict between provisions in both chapters, the provisions of Chapter III shall prevail.

2.4 If the Agreement (also) relates to the performance of Work on a contract or subcontract basis, Chapter IV shall apply in addition to Chapter I, regardless of the title of the Agreement. In the event of any conflict between provisions in both chapters, the provisions of Chapter IV shall prevail.

2.5 Supplier may only invoke provisions that deviate from the General Terms and Conditions if these have been accepted by Hessing in writing and/or digitally.

2.6 The applicability of general terms and conditions to be used by Supplier, including terms and conditions of sale, service provision, and/or contracting of work, is hereby expressly rejected.

2.7 Once Supplier has agreed to the applicability of the General Terms and Conditions, Supplier agrees that the General Terms and Conditions will also apply to subsequent Agreements.

2.8 The General Terms and Conditions also apply to any Third Party engaged in the performance of the Agreement.

2.9 Digital communication is understood to mean communication by email.

3. REQUESTS, QUOTATIONS, AND AGREEMENTS

3.1 A Request is without obligation (*vrijblijvend*).

3.2 A Quotation from Supplier is valid for a period of at least 3 months and cannot be revoked by Supplier.

3.3 Insofar as Supplier provides a Quotation and that Quotation deviates from the submitted Request, Supplier must inform Hessing in writing of the points on which the Quotation deviates from the submitted Request.

3.4 Hessing is entitled to issue an Assignment to Supplier based on the Quotation (and the resulting negotiations). The Agreement will then be concluded after Supplier has accepted or signed the Assignment in writing (which also includes an online signature) and returned this signed version to Hessing. If the date of receipt is later than the date

of signing, the date of receipt will be considered the date on which the Agreement enters into force.

3.5 Hessing may also submit an Order to Supplier. An Order is without obligation. The Agreement is concluded at the moment Supplier accepts the Order.

3.6 Hessing is entitled to revoke (*herroepen*) the Agreement up to 10 Working Days after its conclusion.

3.7 If an Request, Assignment or Order from Hessing contains ambiguities and/or inaccuracies and/or apparent contradictions, Supplier must point these out to Hessing before Hessing proceeds to sign the Agreement, insofar as Supplier was aware or should have been aware of these ambiguities and/or inaccuracies and/or apparent contradictions. If Supplier fails to do so, all consequences thereof shall be at Supplier's expense and risk. Hessing, in turn, must point out to Supplier any ambiguities and/or inaccuracies and/or apparent contradictions contained in Supplier's Quotation, insofar as Hessing was aware of or should have been aware of these ambiguities and/or inaccuracies and/or apparent contradictions. If Hessing fails to do so, all consequences thereof shall be at the expense and risk of Supplier.

3.8 Additions to and amendments of provisions in an Agreement shall only be binding if and after they have been accepted by Hessing in writing and/or digitally.

4. PRICES AND RATES

4.1 The prices and rates stated by Supplier in the Quotations issued shall apply for the term of the Agreement. Supplier is not entitled to increase the prices after the Agreement has been concluded.

4.2 If Supplier provides Hessing with a price list, that price list shall be deemed to be a Quotation. That Quotation shall remain valid until Hessing has received a new price list from Supplier.

4.3 All prices and rates are exclusive of VAT.

4.4 Any additional costs such as travel, travel time, and accommodation costs, insurance, transport and shipping costs, and any duties or taxes levied by the government or other levies, as well as all other additional costs related to the performance of the Agreement, which taxes, levies and costs are borne by Supplier, may only be charged to Hessing with Hessing's prior written consent. If Hessing agrees to the charging of the aforementioned additional costs, Supplier must specify these costs separately on the invoice to be sent.

4.5 The remuneration agreed in advance by the Parties shall be considered the full remuneration for the Products to be delivered and/or the Services and/or Work to be performed.

5. INVOICING AND PAYMENT

5.1 Invoices from Supplier must comply with the requirements set out in or pursuant to the Turnover Tax Act 1968.

5.2 Each invoice must be itemized and (in addition to the requirements set out in article 5.1):

- (a) be addressed to the correct entity;
- (b) contain the applicable order, project, work, and/or purchase order number;
- (c) contain the description in accordance with the purchase order; and
- (d) contain Supplier's VAT number.

In addition to the above requirements, when delivering Products, Supplier must also state the quantities and the price (per Product) on the invoice. In the case of the delivery of Services and/or the performance of Work, Supplier must state on the invoice the instalments already declared and those still to be declared, the period and the place of performance. At Hessing's request, Supplier shall submit supporting documents, including the man-hour statements signed by Hessing and the written and/or digital approval issued by Hessing.

5.3 Invoices must be sent digitally to the following email addresses, depending on the entity with which the Agreement has been concluded:

- (a) Hessing B.V.: invoices.hbv@hessing.eu
- (b) Hessing Greenport Venlo B.V.: invoices.hvg@hessing.eu
- (c) Hessing Schwalmtal GmbH: invoices.tac@hessing.eu

Any reminders for the entities under (a) and (c) must be sent to administratie@hessing.eu and any reminders for the entity under (b) must be sent to crediteuren.hvg@hessing.eu.

5.4 If the invoice does not meet the requirements set out in articles 5.1 and 5.2 and/or has not been sent to the correct email address as described in article 5.3, Hessing is entitled to suspend its payment obligation until Supplier has sent a correct invoice to Hessing. In that case, the date of receipt of the new invoice will be considered the invoice date.

5.5 The work or delivery notes issued or signed by Hessing will have no further significance than the acknowledgment that the work mentioned has been carried out or that the deliveries mentioned have taken place. In particular, they shall not be deemed to imply recognition that the work complies with the Agreement, or that an order (for additional work) has been placed or a purchase has been made in this regard.

5.6 Payment of the agreed price shall be made within 60 days after Hessing has received and approved the invoice. Payment terms are not strict deadlines.

5.7 If Supplier fails to fulfil its obligation(s) under the Agreement:

- (a) Hessing is entitled to suspend its (payment) obligations under the Agreement; and/or
- (b) Hessing and all entities belonging to the Hessing group are entitled to suspend the (payment) obligations they have towards Supplier and/or all companies affiliated with Supplier.

5.8 Hessing is entitled to set off amounts owed to Supplier against any stipulated discounts and other claims that it and/or an entity belonging to the Hessing group has against Supplier or companies affiliated with Supplier, regardless of whether these claims are due and payable and/or can be easily determined (in court). Supplier may not invoke article 6:136 DCC.

5.9 If, in Hessing's opinion, there are valid reasons to fear that Supplier will not fulfil its obligations towards Hessing, or will not do so properly or on time, Supplier is always obliged to provide the personal or business security desired by Hessing, for example in the form of a bank guarantee or deposit.

5.10 Supplier waives any right of suspension and/or retention and any right of set-off.

5.11 Payment by Hessing does not in any way constitute a waiver of rights and does not release Supplier from its obligations under the Agreement.

5.12 Hessing will only be in default of payment of any amount owed to Supplier after a period of 14 days after Supplier has digitally notified Hessing of its default.

5.13 If Hessing is in default, it will only owe default interest equal to the statutory interest pursuant to article 6:119 DCC and will not be liable

for any costs other than the actual extrajudicial costs incurred, up to a maximum amount equal to the maximum amount pursuant to the Extrajudicial Collection Costs Decree (BfK).

5.14 Non-payment by HESSING does not release Supplier from any warranty, obligation, or liability under the Agreement.

5.15 Payments made by HESSING shall first be applied to the principal amount due, then to any interest due, and finally to any costs due.

5.16 If Supplier provides additional Services and/or performs additional Work in the performance of the Agreement and HESSING has not given Supplier an explicit written and/or digital order for this, HESSING shall receive these Services and/or Work free of charge. If Supplier delivers additional Products in the performance of the Agreement and HESSING has not given Supplier an explicit written and/or digital order for this, HESSING will report this in writing immediately after discovering that too many Products have been delivered. HESSING will then enable Supplier to collect these additionally delivered Products from HESSING. If Supplier indicates that it does not wish to collect the additionally delivered Products, HESSING will obtain the aforementioned Products free of charge.

6. INSPECTION

6.1 Supplier is obliged to carry out the necessary inspections itself.

6.2 HESSING and/or third parties acting on behalf of HESSING are also entitled to carry out inspections, tests, and checks at any time. Supplier shall cooperate in this without further costs to HESSING and, at HESSING's request, shall make personnel and material assistance available to HESSING for this purpose.

6.3 The term 'at any time' in article 6.2 of the General Terms and Conditions includes during and after delivery of the Products and/or performance of the Work and/or the Service, as well as prior to delivery of the Products and/or performance of the Work and/or the Service (including at the place of production and storage).

6.4 Inspection by HESSING and/or third parties engaged by it does not qualify as acceptance of the Work, the Service, and/or the Products.

6.5 If any competent authority is entitled under laws and regulations to check whether the performance of the Agreement complies with the laws and regulations applicable to HESSING, Supplier shall cooperate fully in this regard.

6.6 Regardless of whether HESSING has exercised its right as referred to in article 6.2 of the General Terms and Conditions, Supplier shall be and remain fully liable for the proper performance of the Agreement.

7. ENVIRONMENT AND SAFETY

7.1 Supplier is responsible for the safety, health, and well-being of the persons working under its supervision, including employees, suppliers, and subcontractors. Supplier is obliged to take the necessary safety measures in accordance with the legal and industry regulations applicable to this work, as well as to strictly comply with all instructions, requirements, and directions from HESSING or government agencies such as the Netherlands Labour Authority

7.2 Any fines imposed on HESSING by the Netherlands Labour Authority or by another competent authority that are wholly or partly related to the Work, Services, and/or Products supplied by Supplier shall be entirely at the expense and risk of Supplier. Supplier shall reimburse HESSING for any related damage and costs, including any legal costs.

7.3 Supplier and its Personnel are obliged to comply with the provisions of HESSING's Health and Safety Plan (HSP), if applicable. This HSP is available for inspection at the project site, if applicable, and will be sent to Supplier free of charge and without delay upon request.

7.4 Supplier undertakes to comply fully with the safety regulations specified by HESSING.

7.5 Supplier is responsible for providing personal protective equipment and for inspecting critical materials (equipment and resources as listed in the VGM Checklist Contractors (V.C.A.)). Supplier shall be responsible for implementing and complying with the rules and regulations applicable to the performance of the Work and/or Services. Supplier shall be responsible for taking other safety measures and for maintaining safety in general, in accordance with the statutory provisions and equivalent regulations (Health and Safety Act/Personal Protective Equipment).

7.6 Supplier undertakes to maintain the safety measures it has put in place. Any unsafe situations encountered by Supplier in relation to safety measures put in place by HESSING must be remedied by Supplier (or have them remedied) and reported to HESSING immediately.

7.7 Supplier must clean up any material residues, packaging (*emballage*), packaging materials, and any contamination caused by Supplier's activities at its own expense and risk and, unless otherwise agreed, dispose of them.

7.8 Any remaining chemical materials such as paints, adhesives, solvents, and all other environmentally harmful materials, including the associated packaging materials, must be collected by Supplier at its own expense and risk and disposed of by Supplier in accordance with the legal requirements.

7.9 Supplier is prohibited from copying any keys and/or access passes provided to it on loan. Upon completion of the Work described in the Agreement, delivery of Products or Services, Supplier must return the borrowed keys and/or access passes or send them by registered mail to HESSING (or to a person or party to be specified by HESSING).

7.10 Supplier is deemed to be aware of the condition and situation of and access to the location where the relevant Work or delivery of Services is to be carried out. The use of buildings, gardens, sidewalks, stairwells, elevators, and the like requires consultation with and approval by HESSING.

7.11 Supplier has - if applicable - taken note of the documents provided by HESSING. Missing documents must be requested by Supplier. Supplier cannot invoke ignorance of documents (or provisions in the documents). Drawings, technical descriptions, designs, and calculations form part of the Agreement if and insofar as they are referred to therein, as if they were included verbatim. If a drawing deviates from the technical description and/or the specifications, HESSING must be notified and its further instructions in this regard must be followed.

7.12 Supplier is obliged to check and to point out to HESSING any imperfections or ambiguities in constructions and working methods prescribed by or on behalf of HESSING and in orders and instructions given by or on behalf of HESSING, as well as any defects in the building materials and aids made available, proposed or prescribed by HESSING. Failing this, Supplier shall be fully liable for any damage or any harmful consequences resulting from these imperfections or ambiguities. As a specialist in its field, Supplier guarantees the soundness of the design or choice of materials, regardless of whether these originate from HESSING or third parties or Supplier itself and is liable for all damages and costs resulting from an unsound choice of materials or design. Supplier indemnifies HESSING against all claims from third parties in this regard.

7.13 Supplier shall ensure that unauthorized persons do not have access to technical areas in open installations and shall ensure that the safety rules are observed when entering unsafe areas at/from the location where the relevant Work, Services, or Products are to be delivered or completed.

7.14 Supplier is obliged to take the following measures when performing work with an increased fire risk:

- (a) Supplier must ensure that items cannot be damaged by flames, sparks, hot gases, or heat conduction;
- (b) flammable substances, with the exception of those items necessary for the performance of the work, must be placed at a safe distance from the activities (a distance of 10 meters is used as a guideline) or, if this is impossible, they must be shielded with non-flammable material;
- (c) the location where activities of this nature have been carried out and the adjacent areas must be checked for damage, sources of fire, or other abnormalities one hour after the activities have been completed;
- (d) during the performance of the activities, an employee of Supplier trained in the use of fire extinguishers must be present with a fire extinguisher. In order to carry out the activities described in this paragraph, Supplier must be in possession of a signed permit for "Fire-hazardous work" in accordance with the model of the National Center for Prevention or a comparable, HESSING approved, recognized institute.

8. GUARANTEES

8.1 Supplier guarantees that the Work, Services, and/or Products delivered (including their packaging) comply with (the purpose of) the Agreement and the principles, standards and norms of HESSING and comply with all standards, laws and government regulations applicable at the time of delivery, including those relating to safety, health, welfare and the environment, and that no rights, claims, encumbrances and/or restrictions of third parties or Supplier rest on them. In any case, they must be of good quality, made of sound materials and well executed, and their production must be carried out by sufficiently skilled employees under expert supervision, in all respects in accordance with the drawings and specifications and/or at least equal to the samples or models made available or shown by Supplier to HESSING, and fully capable of delivering the performance for the purpose for which the delivered goods are intended.

8.2 If Supplier is not aware of HESSING's principles, standards, and norms at the time of entering into the Agreement, Supplier must request this information from HESSING.

8.3 Supplier also guarantees that the Products are its property, bear a CE mark (if required by applicable laws and regulations) and comply with the agreed specifications and any samples approved by HESSING, and are free from defects, including, in any case, design, material, and manufacturing defects, and that the Products comply with all applicable legal rules and regulations, including legal quality and environmental requirements and regulations, as well as requirements and regulations relating to working conditions that apply in the country of delivery.

8.4 Supplier guarantees that the Services will be performed in all respects in accordance with national and European legislation and other applicable regulations, standards, and criteria, including health and safety legislation. At HESSING's request, Supplier will provide a written and/or digital statement to this effect.

8.5 Supplier guarantees the absence of any visible or invisible defects.

8.6 The warranty referred to in this article 8 shall be valid for at least the agreed warranty period or, in the absence thereof, the warranty period customary in the industry, with a minimum of 24 (twenty-four) months and a minimum of 9984 machine hours if the delivered Product is a machine. If the Product that is a machine has not run for 9984 machine hours during the aforementioned period of (at least) 24 months, the warranty period will be extended until the 9984 machine hours have been run.

8.7 If a defect becomes apparent during the warranty period, HESSING shall be entitled - insofar as the delivery of Products is concerned - to demand that Supplier, at its own expense and risk, repair the defects occurring during the warranty period within a reasonable period to be set by HESSING, at HESSING's first request. In the event of such a repair, the Parties shall determine in mutual consultation whether Supplier shall replace the Products or parts thereof with (i) the same Product or part thereof, or (ii) an equivalent Product or part thereof. In the case of (ii), the starting point shall be that this Product or part thereof must have the same EAN code as the previously delivered Product or part.

8.8 If Supplier does not repair the defects that occurred during the warranty period within a reasonable period of time set by HESSING, HESSING is entitled to engage a third party to repair the defects in question. In that case, all costs involved will be borne by Supplier. If HESSING engages a third party to repair the defects in question, the basic principle is that a Product or part to be replaced must have the same EAN code as the Product or part previously delivered.

8.9 If the defect in question that occurs during the warranty period cannot be repaired (within a reasonable period to be set by HESSING), HESSING also has the right to:

- (a) demand immediate repayment for those Products;
- (b) require Supplier to deliver the missing Products at its own expense and risk;
- (c) require Supplier to collect the defective Products from HESSING within 30 days of HESSING reporting the warranty defect, failing which HESSING shall be entitled to destroy the defective Products (or have them destroyed) at Supplier's expense.

This is without prejudice to HESSING's right to compensation for damage suffered by it in the cases set out in article 8.7, 8.8 and/or 8.9 and/or HESSING's right to terminate the Agreement (in whole or in part). All damage suffered by HESSING is understood to mean all damage related to the uninstallation of a defective Product and/or the installation of a repaired or replacement Product.

8.10 If a defect comes to light during the warranty period, HESSING is entitled - with regard to the provision of Services and/or Work - to demand that Supplier, at its own expense and risk, repair all defects occurring during the warranty period at HESSING's first request and within a period of 5 days at the latest. This is without prejudice to HESSING's right to compensation for damages suffered by it and/or HESSING's right to dissolve the Agreement (in whole or in part).

8.11 In the event of failure by Supplier to properly fulfill (one of) its obligations and/or to fulfill them within the period specified in articles 8.7 and 8.10, as well as in urgent cases, HESSING shall be entitled, without further notice of default, to take all necessary measures or have them taken by third parties at Supplier's expense and risk, and HESSING shall notify Supplier thereof without delay.

8.12 If Supplier has remedied a warranty defect, a new warranty period equal to the previously provided warranty period will commence.

8.13 The warranties provided by Supplier, in whatever form, do not affect HESSING's right to hold Supplier liable during and after the warranty period(s) referred to in article 8.6 on the basis of the law and/or the Agreement and/or the General Terms and Conditions.

9. LIABILITY OF SUPPLIER

9.1 Supplier is liable for all damages suffered by HESSING as a result of or in connection with acts or omissions by Supplier within the framework of the Agreement.

9.2 Supplier shall indemnify and hold HESSING harmless against: i) all claims from third parties (including Personnel and personnel of third parties engaged by Supplier, as well as the Netherlands Labour

Authority, the Netherlands Employees Insurance Agency, and (sub)contractors) as a result of or in connection with the (non-)performance of the Agreement by Supplier, including claims for loss, theft, or any other form of damages to property and damages resulting from physical injury or incapacity for work, whether or not on the basis of article 7:658 DCC and articles 6:170 to 6:174 DCC, ii) all claims by the Tax Authorities and/or the social security administration agency in respect of the withholding and payment of wage tax and social security contributions, iii) fines/penalties imposed on HESSING and/or third parties in connection with Supplier's failure to comply with laws and regulations. Supplier is liable for all costs incurred in connection with such claims.

9.3 HESSING is entitled to set off all undisputed damages, fines, and other claims for which HESSING is liable under the law, the Agreement, or the General Terms and Conditions against all amounts it owes to Supplier under the Agreement.

9.4 If two or more Suppliers have jointly accepted an Agreement or the related assignment, they are jointly and severally liable for the entire performance and the resulting consequences.

10. HESSING'S LIABILITY

10.1 Any liability of HESSING towards Supplier, on whatever grounds, is excluded, except in the case of intent and/or deliberate recklessness on the part of HESSING and/or a subordinate of HESSING belonging to the management.

10.2 If, for whatever reason, HESSING cannot invoke the provisions of article 10.1, HESSING will only be liable for direct damages and HESSING's liability will in any case be limited to the amount paid out by HESSING's (liability) insurance in the specific case. HESSING is never liable for lost profits, lost turnover, missed opportunities, damage as a result of delay, losses suffered, reduced goodwill, damage as a result of business interruption, immaterial damages, reputational damages, and environmental damages.

10.3 Any liability on the part of HESSING, as well as any (legal) claim by Supplier against HESSING under the Agreement, the law, the General Terms and Conditions, or on any other basis, shall lapse after the expiry of 1 (one) year after the date on which Supplier became aware, or should reasonably have become aware, of the relevant claim (for damages).

11. MATERIALS PROVIDED

All materials provided by HESSING to Supplier, its Personnel, and/or Third Parties engaged by it shall always remain the property of HESSING. Supplier shall take good care of these materials and all other property of HESSING in its possession. Damage caused to those materials and other property belonging to HESSING that is in the possession of or made available to Supplier, its personnel and/or Third Parties engaged by it shall be borne by Supplier.

12. TERMINATION

12.1 HESSING is entitled to dissolve or terminate the Agreement in whole or in part with immediate effect, without notice of default and/or judicial intervention, if:

- (a) Supplier exceeds a term for the fulfilment of its obligations;
- (b) there is (an application for): (i) bankruptcy, (ii) suspension of payments, (iii) (partial) liquidation, or (iv) guardianship of Supplier or of the (legal) person who has guaranteed Supplier's obligations or provided security;
- (c) Supplier transfers (parts of) its business or control thereof in whole or in part, shuts down its business in whole or in part, or ceases its business operations in whole or in part;

- (d) prejudgment or executory attachment is imposed on Supplier;
- (e) Supplier's permits required for the performance of the Agreement are not granted, are suspended or are revoked;
- (f) HESSING has good reason to believe that Supplier is or will be unable to fulfill any obligation arising from the Agreement;
- (g) rejection occurs after inspection or re-inspection; and/or
- (h) the building or object where Supplier is to perform the work specified in the Agreement is closed, split up, sold or destroyed in whole or in part.

12.2 The powers in this article do not affect HESSING's statutory rights of termination and dissolution arising from the law.

12.3 In the event of total or partial termination or dissolution as referred to in article 12.1, Supplier shall never be entitled to any compensation (for damages) as referred to in article 7:411 and/or article 7:764 DCC or on any other grounds.

12.4 Supplier is obliged to indemnify HESSING against claims from third parties (related to the performance of the Agreement by Supplier) arising because of the termination or dissolution.

12.5 In the event of full or partial termination or dissolution, HESSING shall, without prejudice to its rights under the law, with regard to the undelivered Products and/or unperformed Work and/or Services, as well as for that part of the Agreement that has already been performed but which, as a result of the termination of the Agreement, can no longer be used effectively, the following rights:

- (a) the right to return the Products that had already been delivered to Supplier at Supplier's expense and risk, and the right to a refund of payments already made by HESSING in this regard;
- (b) the right to compensation by Supplier for the additional costs that HESSING must incur for the (re)purchase of Products not yet delivered or a reasonable replacement of Products that have not been received and/or retained by HESSING;
- (c) the right to have the Work and/or Services still to be performed under the Agreement carried out by third parties at Supplier's expense and risk.

12.6 All claims that HESSING may have or acquire against Supplier under this article 12 shall be immediately and fully due and payable. HESSING is entitled to set these off against Supplier's claims.

12.7 Supplier is obliged to immediately notify HESSING digitally of any (application for) bankruptcy and any (threat of) seizure.

12.8 The parties shall enter into an escrow agreement within a reasonable period of time to be determined by HESSING after the conclusion of the Agreement in order to guarantee the continuity of HESSING's business-critical processes. The escrow agreement shall in any case stipulate that the software deposited in escrow shall be released when (one of) the situations referred to under article 12.1 occurs. The escrow shall include all information and documentation that HESSING may reasonably need to continue or initiate the management, maintenance, and repair of the Products and/or Services delivered by Supplier during the Agreement. In the case of the delivery of software, the escrow shall in any case include (a copy of) the source code of this software. To the extent necessary, Supplier grants HESSING a perpetual, royalty-free, non-exclusive, non-terminable, non-sublicensable license in the escrow agreement with regard to any intellectual property rights vested in the information and documentation provided in escrow. Any costs incurred by Supplier for its cooperation in the escrow agreement cannot be charged to HESSING.

13. FORCE MAJEURE

13.1 HESSING reserves the right to demand an immediate postponement of shipment, delivery of Products, and performance of Work and/or Services as specified in the Agreement (and to suspend its obligations in that regard) or to dissolve the Agreement in whole or in part if HESSING deems this necessary or justified as a result of government orders, measures, or regulations, embargoes, measures taken by civil or military authorities, acts or measures taken by a foreign power, the reasonable inability to provide transport facilities, strikes, labour unrest, an accident at HESSING's company, as well as any circumstance beyond HESSING's control and management.

13.2 If HESSING requests Supplier to postpone shipment and/or delivery, Supplier shall store the Products properly packaged and clearly marked as intended for HESSING, secure them, and, in consultation with HESSING, insure them and keep them insured.

14. INTELLECTUAL PROPERTY

14.1 All intellectual property rights that rest on, are contained in, relate to, or arise from the information, documents, drawings, images, designs, calculations, manuals, software, procedures, reports, working methods, etc. made available to Supplier remain the exclusive property of HESSING and/or its licensors, if any. These intellectual property rights are not licensed or otherwise transferred to Supplier.

14.2 Supplier acknowledges that HESSING is entitled to the intellectual property rights referred to in article 14.1 and will not infringe these intellectual property rights in any way. These intellectual property rights may not be reproduced, copied, shared, made available to third parties, or made public by Supplier without HESSING's prior written consent, nor may they be used in any way other than is necessary for the performance of the Agreement.

14.3 At HESSING's first request, Supplier is obliged to return any information and documents provided to Supplier by HESSING to HESSING at Supplier's own expense.

14.4 The parties agree that if intellectual property rights arise in the context of the performance of the Agreement and/or as a result of the instructions, information, and/or documents provided by HESSING, these intellectual property rights belong exclusively to HESSING. Supplier transfers these intellectual property rights, insofar as necessary, in advance, unconditionally, and free of charge to HESSING by signing the Agreement and/or the Quotation, which transfer HESSING accepts. To the extent permitted by law, Supplier, also on behalf of persons engaged by it, waives all moral rights with regard to these intellectual property rights.

14.5 If an (independent) deed or other formal act is necessary for the transfer or entry in relevant registers, Supplier hereby agrees to its unconditional cooperation in this regard and irrevocably grants HESSING power of attorney to effect such transfer or registration (or other formal act).

14.6 Supplier guarantees that the performance of the Agreement, the performance of Work, the provision of Services, the delivery of and use of the Products will not infringe on the (intellectual property) rights of HESSING and/or third parties. Supplier indemnifies HESSING against all claims from third parties in this regard.

14.7 Supplier is not permitted to use HESSING's name, brands, and/or logo without HESSING's prior written consent.

14.8 In the event of a difference of opinion between the Parties about (the ownership of) intellectual property rights, it will be assumed, unless proven otherwise, that the intellectual property rights belong to and are vested in HESSING. Regardless of the outcome of the dispute, HESSING shall always be entitled to use all intellectual property rights and, to the extent necessary, Supplier shall grant HESSING a worldwide, perpetual, non-terminable, unlimited, sub-licensable, and royalty-free license in that context.

15. PRIVACY AND CYBERSECURITY

15.1 In performing the Agreement, Supplier undertakes to comply with all requirements arising from the applicable laws and regulations in the field of privacy and cybersecurity, including in any case, but not limited to, the General Data Protection Regulation (EU) 2016/679 ("GDPR") and, if applicable, obligations arising from the NIS2 Directive and the Dutch Cybersecurity Act, as well as any further or replacement regulations.

15.2 Supplier shall, upon first request, inform HESSING digitally and without delay about the manner in which Supplier complies with the applicable laws and regulations in the field of privacy and cybersecurity.

15.3 Supplier guarantees that all (personal) data it makes available to HESSING has been obtained lawfully, has been made available to HESSING lawfully, and that this data is processed in accordance with the applicable privacy and cybersecurity legislation.

15.4 Supplier is only permitted to process personal data provided by HESSING for the performance of the Agreement and purposes compatible with this. Supplier is not permitted to use this personal data for other purposes.

15.5 Supplier is not permitted to share the personal data obtained from HESSING with third parties without HESSING's prior (digital or written) consent.

15.6 Supplier shall take and maintain appropriate, effective technical and organizational measures to protect and secure personal data, its systems, and its infrastructure against unauthorized access, loss, destruction, alteration, or any other unlawful processing or cyber threat.

15.7 Supplier must notify HESSING immediately, and in any case within 24 hours of discovery or receipt, if: i) it receives a request for information, summons, order, request for inspection or audit relating to the processing of personal data within the framework of the Agreement, except insofar as Supplier is legally prohibited from notifying HESSING of this; ii) it detects or reasonably suspects a data breach, security incident, or other breach of personal data protection or cybersecurity; or iv) it receives a complaint or request for information from a data subject relating to the processing of personal data within the framework of the Agreement, in which case Supplier shall first consult with HESSING on how to deal with it.

15.8 Supplier indemnifies HESSING and fully compensates HESSING for all damages, claims, demands, fines, or other measures – including those imposed by supervisory authorities and/or data subjects – arising from or related to any non-compliance by Supplier or third parties engaged by it with applicable privacy and cybersecurity legislation and/or this provision.

16. INSURANCE

16.1 Supplier is obliged to take out adequate insurance on an ongoing basis for liabilities arising from the law, the Agreement, and the General Terms and Conditions. This insurance must provide coverage of at least EUR 2,500,000 (two and a half million euros) per calendar year. Supplier must maintain the coverage for the duration of the Agreement and always pay the premiums on time. If, in HESSING's opinion, the insurance is insufficient, Supplier will, at HESSING's first request, provide additional security that HESSING deems adequate. HESSING also reserves the right, if it sees reason to do so, to take out the relevant insurance policy or policies itself and to recover the associated (premium) costs from Supplier or to offset these (premium) costs against the installments payable by HESSING to Supplier.

16.2 If it has been agreed in the Agreement that HESSING will take out 'Construction All Risks' (CAR) insurance for the Work, of which Supplier's activities form part, the excess amount for each claim will be borne by Supplier. Supplier must notify HESSING digitally of any claim immediately after it has occurred.

16.3 Without prejudice to the other provisions of this article 16, Supplier shall provide HESSING, at its first request, with a certificate of the insurance policies taken out by Supplier.

16.4 Supplier guarantees that any Third Parties engaged by it are insured in accordance with the provisions of this article.

17. ENGAGING THIRD PARTIES

17.1 Supplier is not permitted to have the Agreement or any part thereof performed by Third Parties without HESSING's prior digital or written consent.

17.2 If HESSING grants Supplier permission to assign the performance of the Work and/or the Services and/or the delivery of Products in whole or in part to a Third Party, Supplier must enter into a written agreement with this Third Party in which the terms and conditions of the Agreement, including the General Terms and Conditions, are declared applicable.

17.3 Supplier shall always remain liable for the performance of the Agreement and thus for the performance of the Work and/or the Services and the delivery of the Products.

17.4 If the Parties have agreed in the Agreement that Supplier must cooperate with Third Parties engaged by HESSING in the performance of the Agreement, Supplier shall comply with this.

18. PROHIBITION ON EMPLOYMENT OR ENGAGEMENT

18.1 Supplier shall not, during the term of the Agreement, directly or indirectly, employ, engage or otherwise retain (whether as an employee, independent contractor or otherwise), nor enter into or conduct negotiations regarding any agreement (for services) with, any individual who is employed or engaged by HESSING. Furthermore, during the term of the Agreement, Supplier shall not employ, engage or otherwise retain, nor enter into or conduct negotiations regarding any agreement (for services) with any individual who was employed by HESSING (whether as an employee or otherwise) during the 12 months immediately preceding the intended date of such employment or engagement.

18.2 Supplier shall not, for a period of 2 years following the termination or expiration of the Agreement, directly or indirectly, employ, engage or otherwise retain, nor enter into or conduct negotiations regarding any agreement for services with, any individual who is employed by HESSING or who was employed by HESSING (whether as an employee or otherwise) during the 12 months immediately preceding the date of termination or expiration of the Agreement.

18.3 If Supplier fails to comply with the obligation(s) set out in this article, Supplier shall be in default and shall forfeit, without further notice or notice of default being required and regardless of whether the violation can be attributed to Supplier, an immediately payable penalty of €50,000 for HESSING for each such failure/violation, and in addition an immediately payable penalty of €1,000 for each day/part of a day that this failure/breach continues, without there being any need for any form of damages and without prejudice to HESSING's other (statutory and contractual) rights, including HESSING's right to claim performance and/or full compensation in addition to the penalty. Statutory commercial interest will accrue as soon as the penalty becomes due and payable.

19. LAWS AND REGULATIONS

19.1 In the context of the performance of the Agreement, Supplier shall comply with all obligations incumbent upon it at that time arising from applicable laws and regulations in areas including cybersecurity, reporting, ESG, and child labour.

19.2 Supplier indemnifies HESSING against all claims against HESSING relating to any ESG, cybersecurity, and (other) reporting obligations resulting from Supplier's failure to provide HESSING with the requested information (in a timely manner).

20. CONFIDENTIALITY

20.1 Prior to, during, and after the ending of the Agreement, Supplier shall not disclose any information about the content of the Agreement to third parties without HESSING's prior digital consent.

20.2 Supplier, its Personnel, and/or Third Parties engaged by it are obliged to maintain strict confidentiality regarding all information concerning HESSING that Supplier, its Personnel, and/or Third Parties engaged by it may obtain in connection with the Agreement or its performance.

20.3 Supplier shall require the Personnel and/or Third Parties involved in the performance of the Agreement to comply with the same confidentiality obligation in writing.

20.4 Supplier shall not refer to a project/work of HESSING or to an Agreement with HESSING in publications or advertisements in magazines, interviews, newspapers, reports, business letters, brochures or other publications or similar communications without the prior digital or written consent of HESSING.

20.5 Supplier is prohibited from retaining documents or transcripts or copies thereof that it has in its possession for HESSING for longer than is necessary for the performance of the Agreement. In any case, Supplier is obliged to return such documents and/or transcripts or copies thereof to HESSING immediately after the performance of the Agreement, without retaining any transcript or copy thereof.

20.6 In the event of a breach by Supplier of the provisions of this article, Supplier shall be in default and shall forfeit, without further notice or notice of default being required and regardless of whether the breach can be attributed to Supplier, an immediately payable penalty of €50,000 for each such failure/breach, and in addition an immediately payable penalty of €1,000 for each day/part of a day that this failure/violation continues, without any form of damage being required and without prejudice to Supplier's other (statutory and contractual) rights, including HESSING's right to claim full compensation in addition to the penalty. Statutory commercial interest will accrue as soon as the penalty becomes due and payable.

20.7 The provisions of this article shall remain in force for 5 years after the ending of the Agreement.

21. AUDIT RIGHTS AND COMPLIANCE SUPPORT

21.1 Supplier shall reasonably enable HESSING to comply with its internal and external requirements regarding certification and accountability. To this end, Supplier shall document its Services, Activities, and Products in a professional manner.

21.2 HESSING is entitled to have both internal and external audits carried out at Supplier. Supplier shall cooperate fully with HESSING in carrying out or having carried out audits relating to:

- (a) the Services performed in general and the processing of data provided by HESSING and its customers in connection therewith;
- (b) Supplier's compliance with its obligations (arising from the Agreement);

(c) security aspects of the Services and the data of HESSING and its customers;

(d) sustainability in the broadest sense of the word, including, for example, environmental impact, carbon footprint, human trafficking, and working conditions throughout the entire chain;

(e) aspects that HESSING must verify in order to comply with its legal obligations.

21.3 Supplier shall provide the auditor with all reasonable cooperation and access to relevant systems and documents insofar as these relate to the Products delivered, Services provided, and/or Work performed. Both Parties shall bear their own costs in relation to the performance of audits, unless the auditor reports violations regarding Supplier's compliance with its obligations, in which case Supplier shall pay all reasonable costs of the auditor, without prejudice to any other rights of HESSING in relation to a shortcoming on the part of Supplier.

22. PREVENTION OF BRIBERY AND CORRUPTION

22.1 HESSING pursues an active policy to prevent bribery and corruption. Supplier shall cooperate fully in the fight against bribery and corruption and shall ensure that its Personnel and any Third Parties engaged by it do not engage in such practices in any way.

22.2 Bribery and corruption include, among other things, offering a disproportionate business gift, gift, or travel and accommodation expenses, as well as any act that must be regarded as unfair, illegal, or a breach of trust.

22.3 In the event of bribery or corruption by Supplier, Supplier's Personnel, or a Third Party engaged by Supplier, HESSING shall be entitled to take appropriate measures, including but not limited to the right to Terminate the Agreement in whole or in part.

23. MISCELLANEOUS

23.1 HESSING is entitled to unilaterally amend the General Terms and Conditions. The amended general terms and conditions will take effect after HESSING has notified Supplier in writing and/or digitally of the amended general terms and conditions. The amended general terms and conditions also apply to existing Agreements.

23.2 Supplier shall be responsible for obtaining the necessary consents, permits, or licenses required for the performance of the Agreement in a timely manner and at its own expense.

23.3 Supplier shall maintain proper (financial) business records.

23.4 Where the General Terms and Conditions state that HESSING may issue an (additional) order (to perform additional work) or agree to an amendment or addition to the Agreement, this shall always be read to mean that only the persons authorized to do so may issue this order, request, amendment, or addition.

24. APPLICABLE LAW AND COMPETENT COURT

24.1 The General Terms and Conditions, the Request, the Assignment, the Order, the Quotation, the Agreement, and all other agreements concluded for the implementation of or in connection with the Agreement, as well as all legal relationships between the Parties arising from or related to these (including claims based on unlawful acts), are governed by and will be interpreted in accordance with Dutch law. The applicability of the Vienna Sales Convention is excluded.

24.2 All disputes between the Parties arising from the General Terms and Conditions, the Request, the Assignment, the Order, the Quotation, the Agreement and all other agreements concluded in implementation of or in connection with the Agreement and all resulting and related legal relationships between the Parties (including claims based on tort) shall be submitted exclusively to the competent court of the District Court of Oost-Brabant, location 's-Hertogenbosch, if Supplier is established in the European Union (including Denmark), or in Switzerland, Norway, or Iceland.

24.3 If Supplier is not established in one of the countries mentioned in article 24.2, all disputes between the Parties arising from the General Terms and Conditions, the Request, the Assignment, the Order, the Quotation, the Agreement, and all other agreements concluded for the implementation of or in connection with the Agreement, shall be settled exclusively by arbitration by the Netherlands Arbitration Institute (NAI) in accordance with the NAI Arbitration Rules as they stood three months before the conclusion of the Agreement, whereby:

- (a) the arbitral tribunal shall consist of (i) one arbitrator in the case of a dispute with a financial interest of no more than EUR 250,000 (in words: two hundred and fifty thousand euros) or (ii) three arbitrators in the case of a dispute with a financial interest of more than € 250,000 (in words: two hundred and fifty thousand euros); and
- (b) the arbitral tribunal shall be appointed from among the arbitrators listed on the NAI list of arbitrators; and
- (c) the place of arbitration is Utrecht (the Netherlands); and
- (d) the arbitration proceedings shall be conducted in the Dutch language; and
- (e) the arbitration tribunal shall decide in accordance with the rules of law.

CHAPTER II - PURCHASE AND DELIVERY OF PRODUCTS

25. DELIVERY AND TRANSPORT

25.1 The Products shall be delivered in accordance with Incoterms 2020 "Delivered Duty Paid" to the address specified by HESSING. The risk of the Products shall pass in accordance with the provisions of the applicable Incoterm.

25.2 The times agreed between HESSING and Supplier for the delivery of the Products by Supplier are fatal and, where applicable, must take place in accordance with the schedule to be determined by the Parties.

25.3 If Supplier exceeds the agreed delivery period, Supplier will be in default and will forfeit, without further notice or notice of default being required and regardless of whether the breach can be attributed to Supplier, a penalty of 1% of the agreed price of the relevant delivery per calendar week (or part thereof), without any form of damage being required and without prejudice to HESSING's (statutory and contractual) rights, including its right to claim performance and/or full compensation in addition to the penalty. Statutory (commercial) interest will accrue as soon as the penalty becomes due and payable. The penalty to be forfeited will never exceed 10% of the agreed price of the relevant late delivery.

25.4 At HESSING's first request, Supplier must postpone the delivery for a reasonable period to be determined by HESSING. The postponement of the delivery does not affect the obligation to perform as stipulated in the Agreement.

25.5 HESSING reserves the right to determine the time and/or order of deliveries, whether on call. In that case, Supplier is obliged to maintain sufficient stock so that it can comply with HESSING's request at any time.

25.6 Products delivered by Supplier earlier than agreed do not have to be accepted by HESSING and may, if desired, be returned at Supplier's expense.

25.7 Supplier must inform HESSING in advance and in good time about the shipment of the Products, so that HESSING can take the necessary

measures to receive the Products. Supplier must inform HESSING digitally if there are any circumstances that could cause a delay in delivery. As soon as Supplier knows or expects that the Products cannot be delivered on time as a result, Supplier shall immediately inform HESSING of this digitally, stating the cause and the expected duration of the delay. In such cases, Supplier is obliged to do everything in its power to still fulfill its obligations under the Agreement (on time).

25.8 If HESSING is unable to take delivery of the Products due to the shipment not being notified in time or not being delivered in accordance with the notification, Supplier shall take measures to store or have the Products stored at Supplier's expense and risk until delivery can take place.

25.9 Supplier shall provide HESSING with the usual transport documents at its own expense to be able to take delivery of the Products.

25.10 In addition to the provisions of article 16, Supplier shall ensure that adequate insurance is taken out for the transport of the Products.

26. PACKAGING

26.1 The Products shall be packaged by Supplier in such a way that they reach their destination in good condition during normal transport and are suitable for storage. Supplier is liable for damage or loss caused by insufficient and/or inadequate packaging or packaging that does not meet the requirements of (environmental) legislation.

26.2 Each delivery must be marked with the HESSING order and reference number and the number of packages, as well as the correct name and address details of the delivery address. The outside of the packages will be provided with a packing list stating the contents of the shipment.

26.3 Supplier is obliged to use environmentally friendly packaging wherever reasonably possible, unless this is not possible due to (mandatory) regulations or could lead to an increased level of danger or damage (to the Products). The use of environmentally friendly packaging is at the expense and risk of Supplier.

26.4 Supplier is obliged to use neutral packaging without printing wherever reasonably possible. Packaging must be suitable for reuse and recycling. If packaging needs to be returned to Supplier, it must be marked as such. The costs of returning packaging are at the expense of Supplier.

26.5 If safety data sheets exist for a delivery, Supplier must supply these sheets.

27. OWNERSHIP

27.1 Ownership of the Products to be delivered shall pass upon delivery, provided that the Products have been approved by HESSING and comply with the Agreement. If HESSING has paid for the Products prior to delivery, ownership shall pass at the time of payment by HESSING.

27.2 The ownership is complete and without retention of title and restrictions and/or encumbrances.

27.3 HESSING is entitled to demand that the transfer of ownership of the Products to be delivered takes place at an earlier date than agreed. In that case, Supplier shall mark the Products as recognizable property of HESSING. However, the aforementioned Products shall remain in the possession of Supplier at its own expense and risk.

27.4 If and insofar as HESSING pays Supplier prior to delivery of the Products, ownership shall transfer on the date of payment, as a result of which Supplier or a third party in possession of the Products shall hold the Products for HESSING. Supplier guarantees that any transfer of ownership is a transfer of unencumbered ownership.

27.5 If and insofar as transfer of ownership takes place prior to delivery to the delivery address, Supplier shall, from the moment of transfer of ownership, store the Products in question in a designated place within its premises, separate from other products located there, and mark them as the property of HESSING and inform HESSING as soon as the Products in question have been stored. As long as the Products in question are stored at its premises, Supplier shall bear the risk of loss and theft of those Products and shall take out adequate insurance against this. Supplier shall, at HESSING's first request, provide copies of the relevant insurance policies and proof of payment of premiums.

28. FAT AND SAT

28.1 The Parties may agree that a Product is subject to acceptance consisting of a factory acceptance test and a site acceptance test. In that case, HESSING is entitled to subject the Product to a two-part inspection, namely (i) a factory acceptance test before the Product is delivered to HESSING and (ii) a site acceptance test after installation and start-up of the Product on site at HESSING (without prejudice to the operation of article 44).

28.2 HESSING shall not withhold acceptance of the Product referred to in article 28.1 on unreasonable grounds. If the Product has defects which, in HESSING's reasonable opinion, are minor in nature and do not substantially impede operational use, HESSING will not withhold its acceptance on that basis, without prejudice to Supplier's obligation to remedy the minor defects in question as soon as possible. HESSING shall only be obliged to make the final payment after the minor defects, which do not substantially impede operational use, have been remedied by Supplier.

29. INVOICING

29.1 After delivery of the Products by Supplier in accordance with the provisions of article 25.1, Supplier must invoice HESSING for the agreed price as soon as possible, but no later than 40 days thereafter, failing which HESSING will not be obliged to pay that invoice/those invoices.

29.2 Supplier may submit a maximum of one invoice per month. Under certain circumstances, Supplier will be required to prepare and submit collective invoices.

30. INFORMATION OBLIGATION

30.1 At HESSING's first request, Supplier shall make the following information available to HESSING in the manner and form requested by HESSING. This includes the following information:

- (a) information about the production process of a Product;
- (b) specification of goods and preparation method of a particular Product;
- (c) risk analysis of a specific Product and information regarding undesirable effects on the health of users when using a specific Product;
- (d) names and email addresses of Supplier's key employees; information about Supplier's suppliers of a specific Product; and
- (e) any other further documentation or explanation necessary to be able to use the Products.

30.2 Supplier may refuse the request referred to in paragraph 1 if it has compelling reasons for doing so.

31. RECALL

If HESSING has manufactured and/or packaged goods using Products, and those manufactured or packaged goods are non-compliant, which non-compliance can be traced back to the Product, HESSING is entitled

to recover all damages and costs incurred by it in that context from Supplier.

32. CHANGES TO THE PRODUCTS TO BE DELIVERED

Hessing is entitled to request changes during the performance of the Agreement or before the performance of the Agreement has commenced. Within the time limit specified in Hessing's request for changes, Supplier shall specify the consequences of such changes. Hessing shall inform Supplier within 10 calendar days of receipt of the specification of the consequences of the changes whether it agrees with the consequences of the proposed changes or whether it wishes to cancel any requests for changes. If Hessing agrees to the consequences of the change, the request will be included in the Agreement after written and/or digital consent from both Parties.

33. AVAILABILITY OF SPARE AND SERVICE PARTS

33.1 Supplier guarantees the availability of spare parts and service parts necessary for the repair and maintenance of the Products under the Agreement at reasonable prices and with the usual discount for at least 15 years after the last delivery or production date of the Products under the Agreement, whichever of these possibilities is the latest.

33.2 Supplier shall indicate within one week of Hessing's request within what period it can supply the parts referred to by Hessing in paragraph 1. Supplier shall offer the parts referred to in paragraph 1 at the prices applicable at that time. If Hessing can demonstrate that the parts referred to in paragraph 1 are available from a third party more quickly than from Supplier, and Supplier refuses to purchase the parts referred to in paragraph 1 from that third party, Supplier shall, upon first request, immediately provide Hessing with all drawings, tools, etc., as well as full cooperation, so that Hessing can manufacture the parts in question (or have them manufactured) by a third party at Supplier's expense.

CHAPTER III - PROVISION OF SERVICES

34. TIME OF DELIVERY OF SERVICES

34.1 The times agreed between Hessing and Supplier for the delivery of the Services by Supplier are final and must, where applicable, take place in accordance with the schedule to be determined by Hessing.

34.2 As soon as Supplier knows or expects that the Services cannot be delivered on time, it shall immediately notify Hessing of this digitally, stating the reason.

34.3 If Supplier exceeds the agreed delivery period, Supplier will be in default and will forfeit, without further notice or notice of default being required and regardless of whether the violation can be attributed to Supplier, a penalty of 1% of the agreed price of the relevant delivery per calendar week (or part thereof), without any form of damage being required and without prejudice to Hessing's (statutory and contractual) rights, including its right to claim performance and/or full compensation in addition to the penalty. Statutory (commercial) interest will accrue as soon as the penalty becomes due and payable. The penalty to be forfeited will never exceed 10% of the agreed price of the relevant late delivery.

34.4 At Hessing's request, Supplier must postpone the delivery for a reasonable period to be determined by Hessing. The postponement of the delivery of the Services does not affect the obligation to perform as stipulated in the Agreement.

34.5 Hessing reserves the right to determine the time and/or order of performance of the Services, whether on demand or in phases. In that case, Supplier must maintain sufficient personnel capacity so that, as soon as Hessing requests it, the part of the agreed Services specified by Hessing can be performed at the times specified by Hessing.

34.6 Services provided by Supplier earlier than agreed do not have to be accepted by Hessing and may, if desired, be postponed at Supplier's expense.

35. CHANGES TO THE SERVICES TO BE PROVIDED

35.1 Supplier is obliged to inform Hessing in advance of any change in the composition or characteristics of the Services to be provided by Supplier. If Supplier fails to do so, Supplier shall be liable for any damage that Hessing may suffer because of such a change.

35.2 Hessing is entitled to change the scope and/or nature of the Services to be provided by means of a supplementary Agreement. Hessing is also authorized to make modifications to the drawings, models, instructions, specifications, and the like relating to the Services to be provided.

35.3 If a change as referred to in article 35.2 results in an increase or decrease in the agreed price of the Agreement and/or the agreed delivery times, this is only possible if the Parties have agreed this in writing and/or digitally between the Parties (prior to the delivery of the Services).

36. PERFORMANCE OF THE SERVICES

36.1 The provision of the agreed Services is an obligation to achieve a result (*resultaatsverplichting*).

36.2 Supplier shall ensure that the Services are performed in such a way that Hessing's business operations are disrupted as little as possible.

36.3 Hessing is always entitled to carry out screening tests with regard to Supplier, its Personnel, and the Third Parties it engages. Hessing always has the right to terminate the Agreement (in whole or in part) based on the results of the screening tests it carries out, without being liable for damages to Supplier.

36.4 Supplier shall report to Hessing digitally on the progress and performance of the Agreement. The Parties shall make further agreements on the frequency and content of such reports.

36.5 Supplier is obliged to follow all instructions and directions given by Hessing in the performance of the Services. Supplier must inform Hessing if any instruction given by Hessing conflicts with or is incompatible with the Agreement and/or Hessing's intentions.

36.6 Insofar as further documentation or explanation is required to use and/or adapt the Services, Supplier shall provide Hessing with this additional documentation or explanation free of charge upon first request.

37. INVOICING AND PAYMENT

37.1 Invoicing for Services can only take place after Supplier has provided Hessing with a timesheet, which Hessing has approved. Only after Hessing has approved the timesheet Supplier may send an invoice to Hessing based on the number of approved hours. Supplier must invoice Hessing for the approved timesheet and accompanying invoice as soon as possible, but no later than within 40 days, failing which Hessing is not obliged to pay that invoice/those invoices.

37.2 In addition to the provisions of article 37.1, in the case of Services relating to the installation and/or repair of physical goods, invoicing may only take place after the goods have been delivered in accordance with article 44.1, regardless of whether Hessing has approved one or more timesheets from Supplier at an earlier stage. Supplier must invoice Hessing for the agreed price as soon as possible, but no later than 40 days after delivery in accordance with article 44.1, failing which Hessing is not obliged to pay that invoice/those invoices.

38. EQUIPMENT AND TOOLS

Supplier shall perform the Services from its own locations and shall provide all tools necessary for the performance of the Services, such as equipment, measuring and control apparatus, and materials. These tools shall be of sound quality and shall comply with all applicable legal requirements and, where applicable, be accompanied by the required certificates.

39. ACCEPTANCE

39.1 Hessing is entitled to subject the Services provided by Supplier to an acceptance test. In that case, the Parties shall, upon conclusion of the Agreement, mutually agree on the procedures relating to the acceptance test in writing and/or digitally. The acceptance criteria established by Hessing will be stated in or with the Agreement. At Hessing's request, Supplier will cooperate fully with Hessing in carrying out the acceptance test.

39.2 If the results of the Service do not meet the standards and qualifications described in the Agreement, Hessing will not proceed with acceptance of the Services. Acceptance by Hessing as referred to in this article will only take place if and after Hessing has approved the Services provided by Supplier in writing and/or digitally.

39.3 Acceptance by Hessing does release Supplier in any way from its final responsibility with regard to the Services provided and from its obligation to repair any defects reported at a later date as part of its maintenance and warranty obligations.

40. PERSONNEL

40.1 Supplier shall deploy sufficient Personnel with sufficient training, skills, and knowledge of Hessing's business operations for the performance of the Agreement. At Hessing's request, Supplier shall provide Hessing with a list of all Personnel to be deployed by Supplier.

40.2 Supplier shall not deploy any foreign nationals within the meaning of the Foreign Nationals (Employment) Act for the performance of the Agreement, other than those with a valid work permit. Supplier shall notify Hessing in advance if a foreign national is to be deployed for the performance of the Agreement and shall provide a copy of the valid work permit. Supplier indemnifies Hessing against any fines imposed on Hessing in connection with the employment of foreign nationals.

40.3 If Hessing reasonably requests the replacement of persons charged with the performance of the Services because it believes this to be necessary or desirable in the interests of the proper performance of the Agreement, Supplier shall comply with this request. In the event of a replacement, a rate will be charged that is no higher than the rate specified in the Agreement for the person being replaced, unless the person being replaced at Hessing's request is replaced by someone with a different job profile.

40.4 Supplier indemnifies Hessing against all claims by Supplier's Personnel in connection with damages suffered by this Personnel while performing Services for Hessing.

40.5 Supplier is obliged to instruct its Personnel involved in the performance of the Services, in particular when they are at Hessing or in direct contact with Hessing (or its customers or business relations), to comply with the security procedures, rules of conduct and house rules maintained by Hessing, to comply with reasonable requests from Hessing and to behave appropriately in all other respects.

40.6 Supplier's Personnel must be able to always identify themselves with valid identification as referred to in article 1(1) of the Compulsory Identification Act. Personnel of Supplier and/or Third Parties engaged by it shall only have access to Hessing's locations if they have been registered in advance with Hessing by Supplier and can provide

adequate identification. Hessing is entitled to deny anyone access to its locations at any time, on the understanding that the Parties will then consult on how Supplier's obligations can be fulfilled.

40.7 Supplier is only entitled to replace the Personnel it has deployed with the prior digital or written consent of Hessing. The training period for replacement Personnel shall be at the expense of Supplier.

41. CONSEQUENCES OF TERMINATION OF SERVICES

41.1 In the event of full or partial termination of the Services, Supplier shall be obliged, at Hessing's request, to provide Hessing with the following assistance to enable Hessing to minimize the impact of the termination of the Services on its business operations:

- (a) at the most recent hourly rates applicable between the Parties or, in the absence thereof, at reasonable market rates, to provide all requested and reasonably necessary cooperation and information to Hessing and any successor supplier of Hessing in order to minimize the impact of the termination of the Services on business operations and to facilitate the transition to the replacement service as efficiently as possible;
- (b) to continue to provide all or part of the relevant Services for up to 12 (twelve) months after the ending of the Agreement at the last applicable rates for those Services, with any applicable annual rates being converted to monthly rates;
- (c) to provide, free of charge, copies of all Hessing-specific documents, Hessing-specific log files, and databases that Supplier has created for the purpose of performing the Services;
- (d) to provide copies of and user licenses (at reasonable market conditions) for software used by Supplier in performing the Service; and
- (e) the provision of the specific assistance specified in the relevant Agreement to support Hessing in the phasing out of the services and the transition to replacement services.

CHAPTER IV - CONTRACTING OF WORK

42. PERFORMANCE OF THE WORK

42.1 Hessing shall ensure that Supplier has timely access to: i) the building, site, or water in or on which the Work is to be performed, ii) the drawings and other data to be provided by Hessing, iii) connection options for electrical machinery, lighting, gas, air, and water.

42.2 Supplier is obliged to ensure that the Work is prepared and carried out properly and soundly and in accordance with the provisions of the Agreement.

42.3 Unless otherwise agreed in writing and/or digitally, Supplier shall be responsible for obtaining the permits, exemptions, approvals, decisions, etc. required for the performance of the Work at its own expense.

42.4 The performance and progress of the Work must take place in consultation with and on the instructions of (the project manager or supervisor of) Hessing. Supplier is obliged to follow the instructions and directions given by Hessing.

42.5 The Work shall be at Supplier's expense and risk from the date of commencement or as soon as Supplier commences the Work with Hessing's consent, up to and including the day on which the Work is deemed to have been completed in accordance with the provisions of article 44. The performance of the Work also includes the preparation, the supply of building materials, the performance of ancillary work, and the efficiency and capacity of tools and equipment.

42.6 Supplier is responsible and liable for compliance with the laws and regulations applicable to the performance of the Work, insofar as

these have come into force on the date of conclusion of the Agreement or insofar as it must be assumed that Supplier should reasonably have foreseen the entry into force of those laws and regulations on the date of conclusion of the Agreement.

42.7 Supplier is obliged to notify Hessing digitally within seven days of any inaccuracies or omissions in instructions and directions given by or on behalf of HESSING, as well as any defects and/or omissions in building materials and tools, models, drawings, designs, and other documentation, insofar as Supplier is aware of these or should reasonably be aware of them.

42.8 Supplier is obliged to inform HESSING immediately, both verbally and digitally, of any accidents that have occurred during the performance of the Work and to provide HESSING with all relevant information in this regard.

43. PERIOD OF PERFORMANCE

43.1 The Work shall be performed in accordance with the provisions of the Agreement. The date of completion specified in the Agreement shall be regarded as a strict deadline. Supplier shall be liable for any delay attributable to Supplier and any resulting damage, as well as for any penalties imposed on HESSING by third parties.

43.2 In the absence of penalties in the Agreement, Supplier shall forfeit a penalty of 0.5% of the agreed price, with a minimum of €1,000 per calendar day for each calendar day that the contractual partial and/or delivery deadline(s) as agreed between HESSING and Supplier are exceeded, without prejudice to HESSING's right to full compensation for all damage suffered by it and/or the right to demand performance.

43.3 Supplier must report to HESSING regularly and in a timely manner, digitally, on the progress of the Work and on whether or not the agreed deadlines and milestones have been met.

43.4 Working days shall be considered unworkable if, due to circumstances beyond Supplier's control, the majority of workers or machines are unable to work for at least 5 hours.

43.5 HESSING is authorized to suspend the performance of the Work in whole or in part. Any additional costs and damage associated with this shall remain or be borne by Supplier, unless the suspension is the result of circumstances attributable to HESSING.

44. COMPLETION, ACCEPTANCE, AND MAINTENANCE PERIOD

44.1 The Work shall be deemed to have been completed in accordance with the provisions of articles 44.2 to 44.9.

44.2 No later than 14 (fourteen) days before the date on which Supplier believes the Work will be completed, Supplier shall invite HESSING digitally, stating the date on which it believes the Work will be completed, to proceed with the acceptance of the Work. The purpose of the inspection is to determine whether Supplier has fulfilled its obligations under the Agreement and shall be carried out by HESSING in the presence of Supplier no later than 8 days after the date specified in Supplier's invitation.

44.3 Within 8 (eight) days after the inspection of the Work has taken place, HESSING will notify Supplier digitally whether or not the work has been approved. If HESSING withholds approval, the aforementioned notification will also state the defects that prevent approval. Supplier is obliged to repair such defects as soon as possible at its own expense and risk.

44.4 The minor defects mentioned by HESSING in the notification referred to in article 44.2 that do not prevent approval shall be repaired by Supplier as soon as possible, but no later than within 30 days.

44.5 With regard to a resumption after withholding approval, articles 44.1 to 44.4 apply mutatis mutandis.

44.6 The Work shall be deemed to have been completed on the day on which Supplier receives digital notification from HESSING that the work has been approved in accordance with article 44.3.

44.7 Supplier is obliged to provide HESSING with a completion file no later than upon completion, containing documents showing that and how the Agreement has been fulfilled by Supplier. This includes, in any case, all documents, data, drawings, certificates, maintenance instructions, warranty certificates, as-built files, quality plans, material specifications, etc. that demonstrate the above, as well as those documents specifically agreed upon in the Agreement.

44.8 A maintenance period of 12 months applies from the day following the day of completion of the Work, unless otherwise agreed in the Agreement.

44.9 Supplier is obliged to repair any defects that become apparent during the maintenance period as soon as possible at its own expense and risk. If, after receiving a formal notice to do so, Supplier refuses to repair defects that have arisen during the maintenance period as soon as possible, HESSING is entitled to carry out these repairs itself or have them carried out by a third party, in which case Supplier is obliged to reimburse the costs involved in full.

44.10 After completion of the (repair) work, the Work will again be inspected as referred to in this article to determine whether Supplier has fulfilled its obligations.

45. INVOICING AND PAYMENT

After Supplier has completed the Work in accordance with article 44.1, Supplier must invoice HESSING for the agreed price as soon as possible, but no later than within 40 days, failing which HESSING will not be obliged to pay that invoice/those invoices.

46. ADDITIONAL WORK, COST-INCREASING CIRCUMSTANCES, AND DIFFERENCES IN THE WORK

46.1 Additional work may only be carried out after approval by and following a digital or written order from HESSING. HESSING is only obliged to pay for additional work that it has ordered digitally or in writing. Additional and less work will be settled on the basis of the prices and rates included in the Agreement.

46.2 Supplier is not entitled to compensation for cost-increasing circumstances and differences in the work pursuant to article 7:753 of the DCC and, if applicable, § 47 and 29(3) of the UAV 2012, unless HESSING has agreed to this in writing and/or digitally.

46.3 Unless otherwise agreed in writing and/or digitally, HESSING will settle invoices for reduced work with Supplier's next invoice. Unless otherwise agreed in writing and/or digitally, additional work will be settled with the final installment invoice upon completion of the work in question.

47. CHAIN LIABILITY

47.1 Supplier has the following obligations:

(a) possessing and provide HESSING with copies of:

(i) proof of registration in the trade register, which is no older than three months;

(ii) an original G-account agreement, insofar as this is required, stating the institution where it is held;

(iii) a statement of the sales tax number and payroll tax number.

- (b) submitting weekly statements containing the names and registration numbers of all employees who have been employed by Supplier from week to week, together with their working hours, all in accordance with the model forms established by HESSING.
- (c) the provision of payroll statements and/or man-hour accounts at HESSING's request.
- (d) Providing access to payroll and employee records at HESSING's request.
- (e) Supplier must provide HESSING with a statement of payment history from the Tax Authorities at least once every quarter, which statement may not be older than three (3) months.
- (f) Immediately reporting any changes in the employee database relating to the Work to HESSING digitally.

47.2 Supplier undertakes to HESSING to strictly comply with its legal obligation to pay social security contributions and payroll tax on behalf of employees deployed by Supplier and to strictly comply with the applicable collective labour agreement.

47.3 HESSING shall at all times be entitled to withhold and pay to Supplier, by transfer or deposit, a portion of the price owed by HESSING to Supplier equal to the amount of the payroll taxes, social security contributions and payroll tax for which it is jointly and severally liable under the Chain Liability Act, and to pay this to Supplier by transfer or deposit into its blocked account within the meaning of the Chain Liability Act. In the aforementioned case, HESSING will be discharged from its obligations towards Supplier by means of deposit or payment, insofar as these amounts are concerned.

47.4 Without prejudice to the foregoing, HESSING shall at all times be entitled to withhold the aforementioned amounts of social security contributions and payroll tax from the contract price and to pay them directly to the Tax Authorities on behalf of Supplier.

47.5 In all cases referred to in articles 47.3 and 47.4 of the General Terms and Conditions, HESSING shall be discharged from its obligations towards Supplier in respect of these amounts by making this payment.

47.6 If HESSING has reasonable grounds to suspect that Supplier is not complying with its legal obligation to pay social security contributions and payroll tax, HESSING shall be entitled to suspend payments to Supplier until it has been determined whether and for what amount HESSING will be held liable by the Tax Authorities.

47.7 If, after being held liable for taxes and contributions owed but not paid by Supplier or its subcontractors, HESSING has had to pay these taxes and contributions, HESSING shall have a right of recourse against Supplier for the entire amount it has paid. HESSING's claim shall be increased by the statutory interest.

47.8 If HESSING fulfills its obligations under the applicable collective labour agreement towards (temporary) employees of Supplier, HESSING shall have recourse against Supplier for the amount paid by HESSING in that case, plus statutory interest and costs which, without HESSING having to provide further evidence, are set at 15% of the amount paid by HESSING in that case, plus statutory interest on this amount paid by HESSING from the time of payment by HESSING.

47.9 Supplier indemnifies HESSING against any claim by the Tax Authorities against HESSING on the basis of chain liability.

48. PERSONNEL

48.1 Unless HESSING has given prior written and/or digital consent, Supplier will only deploy its own personnel.

- 48.2 In the event of misconduct or unsuitability, HESSING is entitled to remove Supplier's personnel from the construction site and to demand that this personnel be replaced.
- 48.3 The working and rest times on the construction site and generally recognized public holidays, as well as vacation days or other days off on which, pursuant to government regulations or a collective labour agreement to which HESSING is bound, no work is performed, also apply to Supplier and its personnel involved in the Work performed for HESSING on the construction site or at the work location. HESSING is not liable for any damage that may arise for Supplier in this context.
- 48.4 Overtime is only permitted if it complies with the laws and regulations as well as other applicable standards under, for example (but not limited to) the applicable collective labour agreement, and only if HESSING has given its prior consent.
- 48.5 When applying so-called winter provisions, Supplier is obliged to cooperate with measures to combat bad weather in accordance with the Weather Damage Prevention Office of the Technical Bureau for the Construction Industry.
- 48.6 When the Work is carried out by third parties or by hiring in personnel as referred to in this article, Supplier is obliged to strictly comply with the administrative regulations pursuant to article 34(6) of the Collection Act, article 35(5) of the Collection Act, and any other applicable regulations.
- 48.7 If applicable, Supplier shall provide HESSING with the VCA certificates of its personnel.
- 48.8 Supplier must inform its personnel of their obligations under the Compulsory Identification Act so that they can immediately identify themselves during checks.
- 48.9 Supplier has established and verified the identity of all workers deployed for the performance of the Agreement and Supplier will keep a copy of a valid identity document as referred to in article 1(1) to (3) of the WID in its records.
- 48.10 No later than two days before the start of the Work, Supplier shall provide HESSING with a copy of a valid identity document (as referred to in paragraph 9) of all workers from outside the European Economic Area on the basis of article 15 of the WAV.
- 48.11 If, on the basis of the Agreement, personnel who do not have Dutch nationality are deployed, Supplier shall provide HESSING with information about the social insurance status of the persons concerned. If the employee has remained socially insured in his country of residence, Supplier shall provide HESSING with a copy of a valid E101 certificate as proof that the employee is compulsorily socially insured abroad.
- 48.12 If, on the basis of the Agreement, employees from outside the EU or from countries that joined the EU on May 1, 2004, are deployed, Supplier shall provide HESSING with a copy of a valid work permit and a copy of a valid residence permit, insofar as required by immigration law.
- 48.13 If, on the basis of the Agreement and on the basis of information provided by Supplier, it appears that Supplier and/or third parties engaged by it qualify as self-employed persons, Supplier shall provide HESSING with a copy of the self-employed contract, which is based on a model agreement drawn up by the Tax and Customs Administration pursuant to the DBA Act or (if this Act is replaced) documentation demonstrating compliance with the requirements for working as a self-employed person. The foregoing in accordance with the laws and regulations applicable at that time.
- 48.14 Supplier indemnifies HESSING against all claims from third parties resulting from Supplier's failure to comply with the provisions of this article.

49. MATERIALS, TOOLS, AND AIDS

- 49.1 If Supplier uses items (such as materials, tools, or aids) and/or facilities made available by Hessing in the performance of the Work, such use is at Supplier's risk. As soon as Supplier has finished using the aforementioned items and facilities, but in any case no later than the day of completion of the Work, it must return them to Hessing in the condition in which they were made available.
- 49.2 Items made available to Supplier by Hessing may be charged to Supplier. Hessing is entitled to deduct these costs from the amounts owed to Supplier.
- 49.3 Supplier is liable for damage to or loss of the items referred to in this article.
- 49.4 Equipment used by Supplier must be insured in accordance with the Motor Vehicle Liability Insurance Act.

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