

GENERAL CONDITIONS OF PURCHASE OF GOODS BY AND/OR SUPPLY OF SERVICES TO NEWFORREST B.V., AS WELL AS ITS AFFILIATED COMPANIES, HEREINAFTER REFERRED TO AS "PRINCIPAL".

The General Conditions of Purchase have been filed at the Trade Register of the Chamber of Commerce in Utrecht under file number: 61466387 and consist of 2 parts:

- A. General Part (articles 1 to 21)
 - B. Specific Part (articles 22 to 26)
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GENERAL PART

ARTICLE 1 - DEFINITIONS

In these General Conditions of Purchase, the terms and expressions used below are defined as follows:

- a. Principal: NewForrest B.V., as well as its affiliated companies, businesses and/or enterprises, or the user of these purchase conditions;
- b. Supplier: the party with whom the purchase and delivery of an item or the provision of a service has been agreed;
- c. Agreement: the (written) arrangements between Principal and Supplier regarding the purchase and delivery of goods and/or services;
- d. Order: the order to deliver an item or provide a service, insofar as these have been commissioned or confirmed in writing by Principal;
- e. Delivery: the placing in the Principal's possession or control and the possible installation / assembly / commissioning / fitting of these items, respectively;
- f. Parties: Principal and Supplier;
- g. General Purchase Conditions: the general purchase conditions of Principal as set out in the following provisions.
- h. Affiliate Company: a group company of Principal as referred to in article 2:24b of the Dutch Civil Code.

ARTICLE 2 - APPLICABILITY

- 2.1 The General Purchase Conditions are applicable to all enquiries, offers and assignments relating to the supply of goods and/or services by Supplier to Principal and to all Orders and Agreements.

Principal is authorised at all times to amend the General Purchase Conditions, after which the amended General Purchase Conditions shall apply to the relationship with Supplier.

- 2.2 The applicability of Supplier's general terms and conditions, under whatever denomination, is hereby expressly rejected. Provisions deviating from the General Purchase Conditions can only be invoked by Supplier if and insofar as they have been accepted by Principal in writing.
- 2.3 The provisions in these General Purchase Conditions intended for the benefit of Principal are also applicable to and enforceable by Principal's Affiliate Companies, subsidiaries, auxiliary persons and employees involved in the execution of the agreement with Supplier.

- 2.4 Supplier with whom is contracted once on the basis of the General Purchase Conditions, agrees to the applicability of the General Purchase Conditions to subsequent Agreements between it and Principal.
- 2.5 In case of conflict, the agreed written stipulations deviating from these General Purchase Conditions, such as those as in the Agreement, shall prevail over the General Purchase Conditions.
- 2.6 If and insofar as, on grounds of reasonableness and fairness or the unreasonably onerous nature of any provision in the General Purchase Conditions cannot be invoked, the provision shall be accorded a corresponding meaning as far as possible in terms of content and scope, so that it can be invoked anyway. The Agreement and the General Purchase Conditions shall otherwise remain in full force and effect.
- 2.7 The Dutch text of the General Purchase Conditions shall prevail over all translations thereof.
- 2.8 Even after termination of the Agreement, the provisions of the General Purchase Conditions shall retain their force if and insofar as this follows from the nature of those provisions.

ARTICLE 3 - FORMATION

- 3.1 Every quotation and offer of the Supplier is irrevocable, unless it is unambiguously clear from the quotation or offer that it is revocable until the Principal accepts the quotation or offer in writing or sends a written confirmation.
- 3.2 The Agreement shall not be concluded until it has been accepted by Principal in writing. All acts performed by Supplier prior thereto shall be for Supplier's account and risk.
- 3.3 In addition to written acceptance, an Order from Principal shall be deemed to have been accepted by the Supplier if the Supplier does not inform the Principal within two (2) working days after the date thereof that it does not accept the Order in question, such Order shall deem to have been accepted as well if the Supplier proceeds to perform the Order for the Principal. Acceptance by Supplier of an Order from Principal also implies acceptance of the General Purchase Conditions as part of the Agreement.
- 3.4 Price and quotation requests by Principal are entirely without obligation. Cost estimates drawn up by the Supplier prior to the conclusion of the Agreement cannot be charged to the Principal, even if no Agreement is concluded.

ARTICLE 4 - PRICES AND PRICE REVISION, INCLUDING ADDITIONAL WORK AND REDUCTION OF WORK (MEER- EN MINDERWERK)

- 4.1 Unless otherwise agreed in writing, the price stated in the Agreement is exclusive of VAT, fixed and unchangeable, further it applies to goods to be delivered to Principal for delivery at free domicile or, as the case may be, Principal's warehouse, or a receiving address specified by Principal and including all costs, such as transport costs, insurance, packaging, exchange risk, packaging, import duties, etc.
- 4.2 General price increases and price increases as a result of additional work (*meerwerk*) or additional deliveries can only be charged to Principal if they have been explicitly accepted by Principal in writing in advance.

- 4.3 If there is less work (*minderwerk*), this shall accrue to the Principal in full and without discounting/or offsetting. Supplier is not entitled to compensation of costs or loss of profit. Supplier is obliged to report circumstances that could lead to less work to Principal and to consult with Principal on this matter.
- 4.4 Samples required for assessment of quality and applicability must always be made available free of charge.
- 4.5 Faulty goods delivered to Principal, requiring Supplier to do more work and/or incur more costs than was or could have been foreseen at the time the Agreement was concluded, shall under no circumstances constitute grounds for increasing the agreed prices.

ARTICLE 5 - DELIVERY

- 5.1 Delivery shall be made exclusively under the current edition of the INCO terms. Unless agreed otherwise in writing, delivery shall be made free domicile or warehouses Principal 'Delivered Duty Paid' (DDP), accompanied by the corresponding waybill. If no INCO-terms apply, delivery, including unloading, shall take place at the place designated by the Principal. Supplier shall follow the regulations and instructions applicable there at the known place of delivery.
- 5.2 The delivered goods must be unloaded and stored in accordance with the Principal's instructions. Breakage and/or damage caused during loading, transport and/or unloading or stacking shall be for the account of the Supplier, even if the breakage and/or damage is discovered later, unless the Supplier can prove that the damage was caused by intent or gross negligence on the part of the Principal or his managerial subordinates belonging to the management and/or company management.
- 5.3 The delivery time or period agreed in writing in the Agreement is binding and fatal. Exceeding it shall cause Supplier to be in default without notice of default being required. If no delivery time or period has been agreed, delivery of the goods shall take place no later than three (3) working days after the conclusion of the Agreement.
- 5.4 Supplier shall immediately notify Principal in writing of any impending delivery delay, including a statement of reasons and expected new delivery date. This is without prejudice to any consequences of this exceeding pursuant to the Agreement or statutory provisions.
- 5.5 In the event of late delivery by Supplier, Principal shall, at its discretion:
- a. be entitled to terminate the Agreement, without further notice of default and/or judicial intervention, whereby the Principal has the option to claim (full) compensation. The Principal is not liable for any resulting damage for the Supplier;
 - b. after notice of default, except in the event of force majeure on the part of the Supplier, be entitled to levy a penalty of half a per cent (0.5%) of the value of the Order for each week that the Supplier is late in completing the order, or in delivering the goods sold to the Principal. This is subject to a limit of five per cent (5%) of the total purchase or contract price, all this without prejudice to Principal's right to compensation for all damages, including commercial interest and costs, suffered by the Principal in this respect.
- 5.6 If Principal is not reasonably able to take delivery of the goods offered for delivery, Supplier shall store the goods at its own expense and risk for a period to be agreed in such a way that the correct and consistent composition of the goods is guaranteed and the required level of quality is maintained. Principal excludes all liability as a result of not being able to take delivery of the goods offered for delivery.

- 5.7 Partial delivery and delivery of more or less than the agreed quantities and delivery more than three (3) working days before the expiry of the agreed delivery time shall only be permitted if prior written consent has been obtained from Principal. Earlier delivery and/or performance shall not lead to changes in the agreed time of payment. The risk with regard to over-delivered goods stored with Principal shall remain with Supplier until agreement has been reached on what is to be done with them. All costs related to the storage of more than the agreed quantities shall be borne by the Supplier, unless otherwise agreed in writing.
- 5.8 In case of delivery of bulk items, the determination of the quantity delivered will be based on the measurements taken by the Principal on the by the Principal designated calibrated measuring bridges and based on calibration tables.
- 5.9 Supplier is obliged to pack the goods properly in accordance with the requirements of transport and destination and to provide them with the information and documents required by Principal and to follow any instructions given by Principal. Delivery shall be deemed incomplete as long as such information and documents are missing. Supplier shall be liable for damage caused by improper packaging.
- 5.10 At Principal's request, Supplier is obliged to provide Principal with a production or implementation schedule and/or to cooperate in progress control on behalf of Principal.
- 5.11 Supplier shall return reusable packaging, including pallets and drums, at its own expense and risk.
- 5.12 The delivery shall be deemed to have been completed only if the agreed goods have been delivered in their entirety and in accordance with the Agreement at the place designated by Principal.
- 5.13 The goods and/or services to be delivered shall be at Supplier's expense and risk until completion of the delivery.

ARTICLE 6 - MODIFICATIONS

- 6.1 The Supplier shall only make any changes to the specifications provided by the Principal with the Principal's written consent or at the Principal's written request. If performance in accordance with these specifications is not possible, Principal shall not refuse such permission on unreasonable grounds.
- 6.2 Principal shall at all times be entitled, in consultation with Supplier, to change the scope and/or capacity of the goods or services to be supplied. Changes shall be agreed in writing.
- 6.3 Changes and additions shall not result in an increase in the agreed price or an extension of the agreed delivery time, without prejudice to the provisions of Article 6.4.
- 6.4 If, in Supplier's opinion, a change has consequences for the agreed price and/or time of delivery, it is obliged, before proceeding with the change, to inform Principal thereof in writing as soon as possible, but no later than one (1) working day after notification of the desired change. If, in the opinion of the Principal, these consequences for the price and/or delivery time are unreasonable, the Parties shall consult about this. If this consultation does not lead to agreement, the Supplier cannot derive any rights from it and the Principal does not thereby assume any obligations other than those arising from the existing Agreement.

ARTICLE 7 - QUALITY AND INSPECTION

- 7.1 The Supplier guarantees that the purchased goods and services comply in all respects with what has been agreed and with the legal requirements and government regulations applicable at the time of delivery and that they are otherwise suitable for the purpose for which they are intended. Supplier shall ensure that, inter alia, all parts, aids, tools and spare parts -including directions for use and instruction manuals- necessary to realise the purpose for which the delivered goods and services are intended shall be supplied free of charge.
- 7.2 Without prior written permission from Principal, Supplier is not allowed to supply goods or services which deviate from what has been agreed.
- 7.3 Principal has the right, but not the obligation, to have the purchased goods, or part thereof, inspected prior to delivery and/or afterwards. Without prejudice to the provisions of article 9.5, Supplier shall cooperate fully and free of charge in this respect and shall grant Principal or his representative access to the place(s) where the purchased goods are located. At Principal's first request, Principal shall be given the opportunity to inspect the agreements and other documents exchanged between Supplier and its subcontractors and suppliers.
- 7.4 In the event of rejection, Principal shall notify Supplier in writing as soon as possible. This notification shall serve as notice of default. In this case Principal is entitled to:
- return the goods and also claim a new delivery from Supplier, plus damages. Goods are returned entirely at the expense and risk of the Supplier;
 - claim rectification of the defects found in the services provided, plus damages;
 - retain the goods until the Supplier has given further instructions on how to deal with the rejected goods, whereby the storage of these goods shall be at the Supplier's expense and risk;
 - terminate the Agreement in whole or in part, plus damages, without further notice of default or judicial intervention being required. The costs associated with termination shall at all times be borne by Supplier.
- 7.5 Unless otherwise agreed in writing, Supplier shall check and test the raw materials, semi-finished products, packaging and other items supplied by Principal for composition and quality before processing or use and report all irregularities to Principal at least 3 working days before processing or use.
- 7.6 Whether or not an inspection or entry check takes place will in no way affect any obligation or liability of the Supplier.

ARTICLE 8 - LIABILITY

- 8.1 Supplier is liable for all damage, including consequential damage, which may arise in connection with the performance of its obligations under the Agreement.
- 8.2 Supplier indemnifies Principal against all financial consequences of claims by third parties - including employees of Supplier and (legal) persons working on Supplier's instructions - in any connection with the performance of its obligations arising from the Agreement. If Principal should nevertheless be held liable, Principal shall have right of recourse against Supplier for the entire amount paid by it in compensation, interest and costs.

- 8.3 Principal is not liable for any damage suffered by Supplier, unless caused by intent or gross negligence on the part of Principal and/or its executive subordinates.
- 8.4 Without prejudice to Supplier's liability or responsibility by virtue of its obligations and/or responsibilities following from article 9 (Guarantee), Supplier is liable for all damage suffered by Principal or by third parties as a result of a defect in the goods or services supplied by Supplier as a result of which they do not provide the safety, quality, functionality and/or performance that one is entitled to expect.
- 8.5 Supplier shall take out adequate insurance against liability as referred to in this article with an insurance company of good repute and, if required, shall allow Principal to inspect the policy and proof of payment. Supplier shall also insure all goods received from Principal under the Agreement against all damage, in whatever form, that these goods may suffer while in Supplier's care. The Principal shall in this respect have right of recourse against the Supplier for the entire amount paid by the Principal in (damage) compensation, interest and costs. On first request, Supplier shall allow Principal to inspect all relevant policies and proofs of payment. If requested, Supplier shall make copies thereof available to Principal on demand.
- 8.6 Supplier shall take measures so that Principal cannot be held liable for any government-imposed obligation to pay taxes and/or social security contributions in connection with payments to employees or third parties, which obligation would not normally be for Principal's account, and indemnifies Principal against all claims in this respect. Should Principal nevertheless be held liable, Principal shall be entitled to take recourse against Supplier for the entire amount paid by him in (damage) compensation, interest and costs.

ARTICLE 9 - GUARANTEE

- 9.1 Supplier guarantees that the goods to be delivered (and the related documentation) and any services to be provided comply with:
- the agreed specifications, description(s), properties, requirements, as well as the quality standards used by Principal;
 - be suitable for the intended purpose and use and, if no concrete agreements were made in this respect, to the specifications, properties and requirements that are set for these items in practices of the trade, or at least are customary.
- 9.2 Supplier warrants that the goods correspond to samples, models, appendices, drawings made available by Supplier and/or production or confirmation samples approved by Principal. Supplier further warrants that it has all necessary permits and licences.
- 9.3 Supplier guarantees that the goods and accompanying documentation comply with all legal provisions relevant in the country of destination concerning, inter alia, quality, environment, safety and health.
- 9.4 Supplier guarantees that the goods are at all times of good and consistent quality and free from construction, material and manufacturing faults as well as faults or defects in the nature, composition, content or recipe.
- 9.5 Supplier shall cooperate with the desired inspections, audits and tests and shall provide the necessary documentation and information at its own expense. Supplier shall timely inform Principal of the time when inspection, audit and/or sampling can take place. The Supplier shall

be authorised to be present at this. The costs of inspection, audit and/or testing shall be at Supplier's expense.

- 9.6 In fulfilling its guarantee obligations, Supplier shall be obliged to replace the goods or the defective goods thereof within a reasonable period of time at its own expense and risk with new ones free of charge, or to perform additional services in order to still deliver goods and/or documentation that comply with the specifications, properties and requirements, without prejudice to any other rights to which Principal is entitled.
- 9.7 Any agreed warranty period shall resume after acceptance by Principal of the replacement or supplement in accordance with the provisions of the previous paragraph (9.6).
- 9.8 If Supplier indicates not to proceed with replacement or supplementation, does not indicate to proceed with replacement or supplementation within a reasonable term and/or has not replaced or supplemented within a reasonable period, Principal is entitled to carry out such replacement or repair itself or to have it carried out by a third party at Supplier's risk and expense without consequences for Supplier's guarantee obligations.
- 9.9 The guarantee period lasts for 24 months after delivery, unless expressly agreed otherwise in writing between the Parties.
- 9.10 Supplier guarantees the import, export and transit of the goods to be delivered to the known place of (final) destination.
- 9.11 In the event of failure by Supplier to comply with any of its guarantee obligations, Supplier is obliged to compensate all damage to be suffered by Principal in connection therewith, including consequential and third-party damage. Damage includes interest and costs.

ARTICLE 10 - PAYMENT

- 10.1 The Supplier is obliged to provide the Principal with a detailed and clear invoice which clearly describes the Agreement and the delivery or service to which it relates. It shall further state the quantities delivered and the unit price.
- 10.2 Payment of an undisputed invoice, including VAT, shall take place within 60 days after delivery and approval of the goods delivered or services provided and receipt of the invoice, unless otherwise agreed in writing. Upon payment within 14 days after delivery and approval of the goods delivered (counting from the day following delivery and approval), Principal shall be entitled to a payment discount of 2%, which Principal may immediately set off against its payment. In case of payment after 14 days, but not later than 30 days, after delivery and approval of the delivered goods (counting from the day following delivery and approval), Principal is entitled to a payment discount of 1.5%, which Principal may set off against its payment immediately.
- 10.3 Payment by the Principal shall not in any way imply a waiver of any right and shall not release the Supplier from any warranty and/or liability as ensuing from the Agreement, the General Purchase Conditions or the law.
- 10.4 Supplier is obliged to state the order number and article number on the invoices to be sent to Principal. Deviations from this may cause a delay in payment. This delay shall be at Supplier's expense and risk.

- 10.5 Principal is entitled to suspend payments if Supplier fails to fulfil its obligations.
- 10.6 Principal is at all times entitled to set off all that he owes to Supplier against what Supplier or the companies affiliated with Supplier owe(s) to Principal, whether or not due and payable. Supplier is only entitled to any set-off after prior written permission from Principal.

ARTICLE 11 - OWNERSHIP

- 11.1 In the event the Principal makes materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software available to Supplier for the performance of the obligations towards Principal, these shall remain the property of Principal. Supplier shall keep these separate from goods and rights belonging to itself or third parties. Supplier shall mark the materials as Principal's property. Supplier may only use the above-mentioned materials for the performance of the Agreement.
- 11.2 As soon as Principal's materials, as described in the previous paragraph, have been incorporated in Supplier's goods, there is a new good, the ownership of which exclusively belongs to Principal.
- 11.3 Supplier guarantees that the goods are free of all special encumbrances and restrictions of third parties.
- 11.4 Supplier indemnifies Principal against all claims of third parties relating to any violation by Supplier of the provisions of this article and shall compensate Principal for all damage, including interest and costs, resulting therefrom.
- 11.5 As soon as ownership of the goods has passed to Principal, Principal shall be entitled to dispose, encumber, pledge or otherwise bring the goods under the control of third parties in whatever form.
- 11.6 If any payment is made by Principal before delivery or completion, the ownership of the goods attributable to such payment and/or parts or materials already present at Supplier for the purpose of such goods shall pass to Principal at the time of payment. Supplier is obliged to identify the relevant items still present on its premises for the benefit of Principal. Supplier shall mark them as Principal's property on penalty of full compensation.

ARTICLE 12 - INTELLECTUAL AND INDUSTRIAL PROPERTY

- 12.1 Supplier guarantees the free and undisturbed use of the supplied goods and guarantees that this use does not infringe any right of intellectual or industrial property. Supplier indemnifies Principal against claims of third parties and shall -in the event that Principal is nevertheless sued- bear damages, interest and costs of Principal.
- 12.2 All intellectual and industrial property rights including to specifications, recipes, working methods, designs, drawings, models, slogans, texts, descriptions, artistic performances, artwork, both original and adaptations thereof, data, including all changes thereto and other publicity material etc. provided by or on behalf of Principal or made in connection therewith by or on behalf of Supplier - shall exclusively belong to Principal. The Principal shall also exclusively be regarded as the creator and designer, all this regardless of whether the Principal is charged separately for the same. Supplier shall do all that is necessary to make Principal entitled as referred to here.

- 12.3 Supplier is entitled to use the information provided by Principal, but only in connection with the Agreement. This information is and remains the property of the Principal.

All information relating to the Principal's intellectual and industrial property is confidential information within the meaning of article 13 (Confidentiality and prohibition of disclosure).

ARTICLE 13 - CONFIDENTIALITY AND DISCLOSURE PROHIBITION

- 13.1 Unless there is a statutory obligation to disclose, Supplier is obliged to keep confidential all information originating from Principal and information coming to its knowledge or developed within the scope of the performance of the Agreement and not to disclose any of it without Principal's prior written permission.
- 13.2 Supplier is prohibited from applying the information referred to in article 13.1 for its own use or use by third parties, insofar as this information was not already publicly known or has become publicly known other than through the fault of Supplier.
- 13.3 Supplier is obliged to keep secret all that becomes known about Principal in the context of a request for an offer, an Order and/or the execution of the Agreement, and to stipulate the same from staff members and third parties used by Supplier. The provisions of this article apply in specific -but not exclusively- to data and information concerning products, installations and processes developed by Supplier in cooperation with or commissioned by Principal.
- 13.4 Supplier shall not use Principal's name, brands and trade names and Principal's intellectual and industrial property rights in advertisements, other publications or for other purposes without Principal's prior written consent.
- 13.5 If Supplier acts in breach of any of the obligations under this article, Supplier forfeits for each breach an immediately due and payable penalty of €50,000 in a lump sum and an immediately due and payable penalty of €1,000 per day for each day or part thereof that such breach continues, without prejudice to Principal's right to recover the actual damage suffered from Supplier and without prejudice to Principal's other rights under the law, the Agreement and/or the General Purchase Conditions.
- 13.6 The provisions pursuant to this article shall remain in force even after termination of the Agreement.

ARTICLE 14 – TERMINATION (*ONTBINDING*)

- 14.1 The Principal has the right to suspend the performance of its obligations under the Agreement in whole or in part or to terminate the Agreement in whole or in part with immediate effect by means of a written notification, without prior notice of default and without the Principal being obliged to pay any compensation in the event:
- Supplier does not pay a claimable amount in full and/or in time, or Supplier does not comply in full and/or in time with any other obligation arising from an Agreement, the law or the General Purchase Conditions;
 - The Supplier is granted a moratorium (or provisional moratorium) on payments;
 - Supplier files for bankruptcy or is declared bankrupt or Supplier has applied for a WHOA-procedure (Court Approval of a Private Composition Act);
 - Supplier has applied for debt restructuring pursuant to the WSNP (Debt Rescheduling for Natural Persons Act);
 - Supplier is placed under curatorship or an administrator is appointed on Supplier's side;

- f. the Supplier's business is wound up or taken over;
 - g. Supplier ceases its current business;
 - h. attachment is levied on (part of) the Supplier's business property or goods intended for the performance of the Agreement;
 - i. the shares in or assets of the Supplier's business are/will be transferred to a third party;
 - j. Supplier must otherwise no longer be considered capable of fulfilling the obligations under the Agreement;
 - k. the Supplier's licence required for performance of the Agreement is revoked.
- 14.2 In that case, Principal shall only be obliged to pay Supplier the pro rata price for the goods or services already delivered, insofar as Principal wishes to keep the delivered goods and/or services, all this without prejudice to Principal's right to compensation for damages, as stipulated in article 14.7.
- 14.3 Claims which Principal has or will have against Supplier on termination shall be immediately and fully due and payable, without prior notice of default being required.
- 14.4 If Supplier falls behind schedule prescribed or received by Principal or if the suspicion is justified under the circumstances that delay will occur in the performance of any (partial) obligation under the Agreement, this shall also constitute non-timely payment as referred to in article 14.1.
- 14.5 Without prejudice to all other rights, Principal may terminate the Agreement in whole or in part if any benefit has been or is offered or provided by Supplier or any of its subordinates or representatives to a person, who is part of Principal's business or to any of its subordinates or representatives, without prejudice to the provisions of article 20 (Anti-bribery and anti-corruption).
- 14.6 Termination shall be effected by means of a registered letter or bailiff's writ addressed to Supplier.
- 14.7 In the event of termination, Principal is entitled to compensation for all material damage, including consequential damage and interest, and all immaterial damage. The immaterial damage is set at at least 6% of the amount of the delivery including VAT.
- 14.8 In addition to the cases mentioned in the previous paragraphs of this article, Principal is also entitled to terminate all or part of the Agreement forthwith by means of a written statement, against compensation of the pro rata price of the goods or services already delivered, and -only if Supplier proves to have suffered damage and/or loss as a result- increased by a mark-up of a maximum of 10% of the remaining agreed price as compensation for this damage and loss (including loss of profit). Any claim by Supplier for further additional or replacement compensation is excluded.

ARTICLE 15 - TRANSFER

- 15.1 The Supplier may transfer its obligations under the Agreement to a third party only with the Principal's prior written consent.

ARTICLE 16 - PROHIBITION ON ASSIGNMENT AND PLEDGING OF CLAIMS

- 16.1 Claims of Supplier against Principal cannot be assigned to third parties and/or encumbered with a limited right, such as a pledge. This provision has effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code. The aforementioned property law impossibility

of transfer and/or encumbrance with a limited right can only be changed by an explicit stipulation in a written agreement between Supplier and Principal.

ARTICLE 17 - FORCE MAJEURE

- 17.1 Both Supplier and Principal may invoke force majeure within the meaning of article 6:75 of the Dutch Civil Code. A party may invoke force majeure pursuant to article 6:75 of the Dutch Civil Code if the failure is not due to its fault, nor for its account by virtue of law, legal act or generally accepted practice.
- 17.2 Force majeure on the part of the Supplier shall not include non-fulfilment or late fulfilment of the obligations assumed by a third party towards the Supplier. Furthermore, force majeure on the part of the Supplier shall in no case be understood to mean: shortage or illness of personnel, epidemic or pandemic, import, export or transit bans, strikes or other labour unrest, transport problems on the part of the Supplier or third parties engaged by the Supplier, failure of equipment, liquidity and/or solvency problems on the part of the Supplier or government measures affecting the Supplier.
- 17.3 If a party claims force majeure, the other Party must be notified in writing, stating the reasons that led to the force majeure situation.
- 17.4 In the event of force majeure, the necessary evidence shall be provided and, after the force majeure situation has lasted for 14 days, the other party shall be entitled to terminate the Agreement by means of a written statement with immediate effect and without judicial intervention. Termination by the other party shall not lead to an obligation for that party to compensate damages, even if the other party enjoys any advantage as a result of the force majeure situation.

ARTICLE 18 - PUBLICITY / POWER OF ATTORNEY

- 18.1 In the event of complaints by Principal's Principals about goods or services supplied by Supplier leading to any kind of publicity, Supplier now for then gives an irrevocable and unconditional power of attorney to Principal to take appropriate measures, also in the Supplier's name and at Supplier's expense, to prevent or limit such publicity.
- 18.2 Principal is authorised to transfer this power of attorney to a buyer as referred to in article 18.1.

ARTICLE 19 - CORPORATE SOCIAL RESPONSIBILITY

- 19.1 Principal expects Supplier to pay attention to Corporate Social Responsibility when producing goods sold and delivered to Principal as well as when providing services to Principal. This means that Supplier pays attention to people, the environment and society.
- 19.2 With regard to people, Principal expects the following from Supplier, without prejudice to the provisions in the specific section of the General Purchase Conditions:
 - a. Supplier respects the United Nations Universal Declaration of Human Rights and recognises its responsibility towards employees and the communities in which Supplier operates;
 - b. Supplier provides its employees with terms and conditions of employment that at a minimum comply with all (local) laws and regulations regarding (monetary) compensation and working hours, including the legal requirements regarding the minimum wage, compensation for overtime, sick leave, piecework compensation and other compensation arrangements;

- c. Supplier guarantees that all employees employed by Supplier, and/or employed by third parties engaged by Supplier, work in accordance with the numbers of maximum working days and working hours laid down in local legislation.
- d. Supplier provides its employees with a safe and healthy working environment and strives to continuously improve safety. Supplier shall ensure that employees have appropriate personal protective equipment and appropriate safety training;
- e. Supplier provides equal opportunities to employees without regard to race, colour, gender, nationality, religion, ethnicity or other distinguishing characteristics. Supplier does not accept any form of discrimination or harassment by any of its employees or directed at any of its employees;
- f. Work for which children are too young and/or which is likely to be detrimental to their physical and mental development, deprives them of education and the opportunity to learn, requires them to leave school early, or requires them to combine education with long and heavy work (child labour) is prohibited, as established by the United Nations Convention and/or by applicable legislation.
- g. Principal requires Supplier to conduct a child labour investigation of its own supplier and/or other third parties. The report must be reported to Principal.
- h. Forced labour, exploitation and excessive disciplinary measures are prohibited: all forms of forced labour, such as forced board and lodging for payment, taking away identification documents of employees at the start of work is considered forced labour. Use of physical punishment, mental or psychological coercion and verbal abuse is prohibited.
- i. If Supplier does not comply with the provisions of Article 19.2, points a to f and h, Principal is entitled to terminate the cooperation with immediate effect.

19.3 With regard to the environment, Principal expects the following from Supplier:

- a. Supplier shall be aware of the environmental implications of its business operations and shall continuously seek ways to minimise the effect of its business operations, production and products, on the environment. Supplier is in possession of all required local permits and also has a demonstrable environmental policy, as laid down in the form of ISO14001, EMAS, CO2 performance ladder or equivalent environmental management system;
- b. Supplier strives to prevent or recycle waste as much as possible. If this is not possible, the waste will be disposed of in an environmentally friendly manner and in accordance with applicable laws and regulations;
- c. At the Principal's first request, the Supplier shall submit a list of measures it has implemented that lead to reductions in the performance of the Agreement of:
 - i. Energy consumption;
 - ii. Water consumption;
 - iii. Harmful emissions;
 - iv. CO2 emissions.

19.4 With respect to society, Principal expects the following from Supplier:

- a. Supplier is obliged to comply with all relevant anti-corruption and anti-bribery laws and regulations, as further elaborated in Article 20 (Anti-Bribery and Anti-Corruption).
- b. Supplier is obliged to refrain from all forms of corruption, bribery, extortion and embezzlement. Bribery includes, but is not limited to, the giving of business gifts to any person.
- c. Principal wishes to act ethically in all respects within the chain and requires the same from Supplier.

19.5 Principal wishes to be transparent and requires the same from Supplier. For this reason, Supplier must give Principal insight into the supply chain.

ARTICLE 20 - ANTI-BRIBERY AND ANTI-CORRUPTION

- 20.1 Supplier represents and warrants that it is aware of and complies with all applicable laws, statutes, regulations and Principal's policies relating to anti-bribery and anti-corruption (hereinafter referred to as the Anti-Bribery Laws) and will not engage in any activities, practices or conduct punishable under any of the Anti-Bribery Laws.
- 20.2 During the term of the Agreement, Supplier agrees to promptly notify Principal in writing if it has knowledge of any violation of any of the Anti-Bribery Laws.
- 20.3 Supplier shall ensure that any person or entity associated with it providing services or business in connection with the Agreement does so only pursuant to a written agreement, which imposes conditions on that person or entity equivalent to the conditions set out in this article.
- 20.4 Breach of this Article shall be deemed to be a material breach of the Agreement, which shall entitle the Principal to terminate the Agreement immediately in accordance with the provisions of Article 14 (Termination).

ARTICLE 21 - DISPUTES AND APPLICABLE LAW

- 21.1 Disputes between the Parties, including those that are only considered as such by one of the Parties, will be resolved as much as possible through proper consultation.
- 21.2 If the Parties fail to reach a solution within a reasonable period of time, the disputes existing between the Parties will be adjudicated exclusively by the competent court in Utrecht, unless otherwise prescribed by mandatory law. Principal is entitled to deviate from this choice of forum and choose the competent court in the place of business of Supplier.
- 21.3 All relationships between Principal and Supplier covered by the General Purchase Conditions shall be governed exclusively by Dutch law. Foreign laws and treaties, including the Vienna Sales Convention, are excluded.

SPECIFIC PART

ARTICLE 22 - GENERAL / RANKING

- 22.1 The specific part of the General Purchase Conditions applies in addition to the general part of the General Purchase Conditions.
- 22.2 In case of conflict between an article of the specific part of the General Purchase Conditions and an article of the general part of the General Purchase Conditions, the article of the specific part shall take precedence.

ARTICLE 23 - EMPLOYERS' LIABILITY

- 23.1 If Supplier makes use of its own employees or of labour hired in any other way for the supply of its services, irrespective of whether they are employed or self-employed, Supplier warrants that it is adequately insured with respect to liability pursuant to article 7:658 of the Dutch Civil Code (employer's liability).
- 23.2 Supplier shall indemnify and hold harmless Principal against all claims by virtue of employers' liability or claims related thereto by the aforementioned employees, their employers and/or

insurers and shall indemnify and hold harmless Principal on first demand, this includes interests, costs of legal assistance and/or experts engaged.

ARTICLE 24 - CHAIN LIABILITY

- 24.1 Supplier warrants that it complies with all applicable laws and regulations and any applicable collective labour agreements and applies them in full to all workers.
- 24.2 Supplier warrants that the applicable terms and conditions of employment are laid down in a comprehensible manner.
- 24.3 Supplier warrants that, if requested, it will provide competent authorities with access to these terms and conditions of employment and Supplier will cooperate in any checks, audits and similar investigations. Supplier shall also provide Principal, upon request, with access to these labour agreements if Principal deems it necessary in connection with the prevention of, or the handling of, a wage claim relating to work performed for the benefit of Principal.
- 24.4 The Supplier undertakes to impose the obligations set out in Clause 24.3 in full on any parties it engages, and in addition, to stipulate that such parties shall in turn impose the obligations set out in Clause 24.3 in full on any parties they engage.
- 24.5 Supplier guarantees that all workers to be employed by Supplier, whether employed by Supplier or hired through a third party, will be paid in accordance with local regulations and any applicable collective labour agreements.
- 24.6 If a labourer informs Principal about underpayment, Principal will make an effort to solve these problems. This effort may consist of carrying out an inspection as aforementioned in this article, requesting information from the Supplier, requiring compliance by the Supplier with the contractual conditions of the labour force, the fulfilment of legal obligations by the Supplier and/or offering mediation in disputes that have arisen in this respect. In addition, in the event of underpayment, Principal reserves the right to terminate the Agreement prematurely, without observing a notice period and without Principal owing Supplier any compensation or damages.
- 24.7 In the event that a worker or a third party invokes article 7:616a ff. of the Dutch Civil Code against Principal and claims Principal as a principal in that respect, Supplier shall indemnify and hold harmless Principal against any claim in that respect and shall hold Principal harmless on first demand for such claim and the related interest and costs to be incurred, including any legal costs to be incurred.

ARTICLE 25 - TAX LIABILITY

- 25.1 At Principal's first request Supplier shall request a recent and original statement of payment history from the Tax Authorities and issue it to Principal.
- 25.2 When deploying labour force for the benefit of Principal, Supplier shall provide Principal with the following information for each worker: name, address and place of residence, date of birth, citizen service number, specification of hours worked, nationality, type of identity document including number and period of validity and, if applicable, the A1 certificate, residence permit, work permit and notification in the context of cross-border service provision.
- 25.3 Principal may require Supplier to use a G account. If Supplier already has a G-account, Principal always reserves the right to make payment in part or in full into this G-account.

- 25.4 If Principal is sued by the Tax Authorities for Supplier's tax obligations, Supplier shall indemnify and hold harmless Principal in this respect on first demand, such compensation shall also include interest and costs to be incurred in connection with such tax obligations, including legal costs. Principal is also entitled to set off such tax obligations against any claim Supplier has or will have against Principal.

ARTICLE 26 – FOREIGN NATIONALS EMPLOYMENT ACT

- 26.1 Supplier guarantees to comply with all obligations based on the Foreign Nationals Employment Act, as well as all other current and future regulations regarding the deployment of foreign nationals. Supplier also guarantees that all persons and companies engaged by Supplier shall comply with all such obligations. Within the framework of this guarantee, the Supplier shall indemnify and hold harmless Principal against fines and penalties imposed by competent authorities due to non-compliance with the Foreign Nationals Employment Act and other present and future regulations regarding the deployment of foreign nationals. If Principal is nevertheless held liable, Principal shall for the full amount paid by him, including interest and costs, have right of recourse against Supplier.
- 26.2 Supplier guarantees that all employees to be deployed by it, whether employed by Supplier or hired through a third party, are allowed to work legally and, where necessary, have valid residence and/or work permits. Upon Principal's first request, Supplier shall provide copies of the residence and/or work permits and IDs of the deployed employees.
- 26.3 Principal is also authorised to set off these penalties against any claim Supplier has or will have against Principal.