

Feenstra N.V.

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Definitions

For purposes of these General Conditions for the Purchase of Goods and Services of Feenstra N.V. the following capitalized terms shall have the following meanings.

1.1. General Purchase Conditions:

The present General Conditions for the Purchase of Goods and Services, hereinafter to be referred to as the "GPCs".

1.2. Professional Error:

Any failure such as mistake, oversight, negligence, omission, or incorrect recommendations that a professional and prudently acting Supplier should avoid under the circumstances if it observes due care, has normal professional knowledge, and exercises its profession in a normal manner.

1.3. Services:

The provision of the services in the broadest sense, as offered, or performed, by the Supplier based on the Agreement entered into between the parties, including the Delivery of Goods.

1.4. Documentation:

The documents to be provided by the Supplier to the Client, such as process descriptions, user manuals, working instructions, and reports, pertaining to the Services and Goods, all in the language of the country where the Services are purchased, unless agreed otherwise.

1.5. Warranty Period:

The period during which the Supplier warrants that the Services and/or Goods provided by it shall fully meet the requirements set by the Client and shall be fully free from defects and shortcomings.

1.6. Affiliate:

Any business, company or other entity in which the Client directly or indirectly owns, or administers, at least 50 percent of the shares issued, or which does not have any shares and is directly or indirectly factually controlled by the Client for at least 50 percent. Affiliates shall be deemed to include any business, company or other entity that owns, or administers, at least 50 percent of the Client's shares. If the Client factually controls a business, company or other entity based on the right to appoint directors or to decide on investments, without any ownership relationship as described above, such business, company or other entity shall also

be deemed to be an Affiliate of the Client. Sister companies of the Client shall also be deemed to be Affiliates.

1.7. Goods:

Items and property rights.

1.8. Supplier:

The other party or parties with which the Client enters, or intends to enter, into an Agreement.

1.9. Delivery:

The method of delivery of Services and/or Goods to the Client.

1.10. Location:

The location or branch to be designated by the Client where Delivery of the Service and/or the Goods by the Supplier is to take place and/or the work is to be performed.

1.11. Customized Software:

Any Software developed specially on the Client's instructions.

1.12. Materials:

Any and all materials, raw materials, parts, equipment, software, documents, or other independent or dependent elements of any nature whatsoever, that form part of, or are intended to form part of, the Services and/or Goods to be provided.

1.13. Subcontractor:

The party, not being the Client, with which the Supplier has directly or indirectly entered into an agreement for the purpose of provision of all or part of the Services and/or Goods.

1.14. Client:

The Netherlands-based legal entity or entities affiliated into Feenstra NV, which enters or enter into an Agreement with the Supplier.

1.15. Agreement:

The agreement or agreements entered into by the Supplier with the Client, on the terms set forth in the present GPCs, in respect of the provision of Goods and/or Services by the Supplier to the Client and/or its affiliates.

1.16. The Parties:

The Client and the Supplier jointly.

1.17. Supplier Staff:

The employees and/or any persons or third parties to be engaged by the Supplier in the provision of the Services, who shall be working under the Supplier's responsibility by virtue of these GPCs.

1.18. Client Staff:

The employees to be made available by the Client under or by virtue of these GPCs, or any other persons working under its responsibility;

1.19. Deliverables:

The Services to be provided and/or the Goods to be supplied by the Supplier.

1.20. Price/s:

The consideration agreed between the Parties for the Service and/or Goods to be provided by the Supplier.

1.21. Software:

All computer and other software, including all new and enhanced versions and releases, to be supplied by the Supplier to the Client, as well as the accompanying documentation.

1.22. SaaS (Software as a Service):

An operating platform with an application available at a site other than the Client's for use by the Client. The term SaaS shall also be deemed to include: (1) all work for purposes of implementation and termination of any (SaaS) Service by the Supplier, (2) all services based on "Cloud Services" in the broadest sense.

1.23. Standard Software:

Any Software not developed specially on the Client's instructions.

1.24. Product Recalls:

If failures on a certain element exceed 3% per year - and such failures are attributable to the product or a component part of the product - such failures shall be treated by the Supplier as defects in workmanship and/or design.

1.25. Items:

Any tangible objects as well as electronic data (Software).

2. Applicability of GPCs

- 2.1. The GPCs shall govern both entering into and performance of an Agreement.
- 2.2. If and to the extent that there is any conflict between the special provisions of the Agreement to be entered into between the Parties and the GPCs, the provisions of the Agreement shall prevail over the GPCs.
- 2.3. Furthermore, the GPCs shall apply to any additional or subsequent agreements between the Client and the Supplier.
- 2.4. The Supplier cannot rely on any general or special conditions, howsoever denominated, used by it vis-à-vis the Client, save to the extent the Client has expressly accepted any such general and/or special conditions in writing.

3. Entering into an Agreement

- 3.1. If the Client provides information to the Supplier with a view to issuing a quotation, the Supplier shall verify the completeness and correctness of such information and promptly notify the Client of any omissions in the information provided. Should the Supplier require further information from the Client to issue a sound quotation, the Supplier shall promptly notify the Client.
- 3.2. The Supplier shall be responsible for all costs connected with the issue of a quotation.
- 3.3. If the Client and the Supplier are negotiating an Agreement, or an addition to, or follow-up on the GPCs, the Client shall not be bound vis-à-vis the Supplier until the Client has expressly notified the Supplier in writing that it wishes to bind itself vis-à-vis the Supplier.
- 3.4. Until the Client has given notice that it wishes to bind itself vis-à-vis the Supplier, the Client shall be entirely free to decide not to enter into an Agreement with the Supplier for reasons of its own. The Supplier shall not have any claim against the Client for breaking off negotiations.
- 3.5. If the Client has requested more than one private individuals or legal entities to issue a quotation, the Client shall be entirely free to select the private individual or legal entity with whom the Client shall enter into an Agreement.
- 3.6. Agreements for a limited period of time shall at all times be automatically renewed by periods of one calendar month each or optionally, after written approval by the Client, for the duration of the original term, subject to a maximum of one year, if neither Party has terminated the Agreement in writing with due observance of a notice period of three calendar months prior to the end date. Termination of Agreements for an indefinite period of time shall be subject to a notice period of three calendar months.

4. Joint and Several Liability

If the Client has entered into an Agreement with two or more Suppliers, each of the Supplier shall be jointly and severally liable to the Client.

5. Supplier's Obligations

- 5.1. From commencement of performance of the Services and/or Delivery of the Goods, the Supplier undertakes to perform such obligations as are imposed on it pursuant to the GPCs and/or the Agreement.
- 5.2. The Supplier undertakes to provide the Services and/or Deliver the Goods with the level of care that may be required of a reasonably acting, skilled and professional supplier under similar circumstances and under similar contractual conditions.
- 5.3. The Supplier warrants that it shall at all times have sufficient expert staff and sufficient resources for the provision of the Services and/or Delivery of the Goods to provide the Services with the agreed level of quality. Furthermore, the Supplier warrants that the equipment and/or tools used by it for the provision of the Services are free from defects in material, workmanship and/or design.
- 5.4. The Supplier undertakes to make its staff sufficiently familiar with the Client's business and the way in which the Services and/or Goods are used, to the extent necessary for the proper performance of the Services and/or Delivery of the Goods.
- 5.5. The Supplier undertakes, on the Client's reasonable demand, to provide training courses for the Client's staff at the agreed rates to make such staff familiar with the Services and/or Goods and the possibilities to use them.
- 5.6. The Supplier undertakes, where one or more permits, including work permits, are required for its performance of the Services and/or Delivery of the Goods, to procure that it shall obtain such permit or permits in a timely fashion and hold them throughout the term or as long as the relevant permit/s is/are required, and that it shall meet the requirements set therein.
Furthermore, these permits may be verified by the Client and, on the Client's request, the Supplier shall submit copy thereof to the Client. The absence of a permit shall not constitute force majeure. The Supplier shall indemnify the Client against any damage that the Client may suffer and any penalties that may be imposed on the Client as a result of the Supplier's failure to perform the obligations under this paragraph.

6. Permits

- 6.1. Subject to paragraph 5.6, the Supplier shall punctually obtain all permits and approvals from government and semi-government agencies required for entering into and performing the Services and/or Delivery of the Goods. The provisions of the foregoing sentence shall not apply to those permits and approvals that, according to the relevant scheme, are unmistakably to be applied for by the Client. In such event the Supplier shall render its full cooperation to the extent required by the Client to punctually obtain the relevant permit or approval. The Supplier shall be responsible for the costs of obtaining all permits and approvals.
- 6.2. The Client may require that performance of a Service and/or Delivery of the Goods is not commenced until the required permit or permits and/or approval or approvals have been obtained, without any costs or liability arising as a result. Furthermore, the Client may declare any Services and/or Delivery of the Goods, the performance of which has been suspended pending a permit or approval, nonbinding, without any further costs, as soon as the Client has good grounds to assume that a permit cannot be obtained or cannot be obtained in a timely fashion. In such event the Client shall not be liable to the Supplier for damages. If a permit or approval is not or not punctually obtained, partly as a result of insufficient commitment or cooperation on the Supplier's part, the Supplier shall be liable for the damage suffered by the Client as a result.

7. Fees and Contract Variations

- 7.1. Prices and price conditions for the Services and/or Delivery of the Goods shall be recorded by the Parties. Unless agreed otherwise, prices shall be expressed in euros, exclusive of VAT, and inclusive of costs of transport, import and export duties, excise duties, and other taxes and/or levies imposed or levied, as well as other costs related to the performance thereof, such as delivery, packaging and insurance ("delivery duty paid" (DDP), Incoterms 2000).
- 7.2. The Supplier warrants that the rates used by it for its Services and/or Delivery of the Goods are not in excess of arm's-length rates, and that the Services and/or Delivery of the Goods are at least of arm's-length quality. If any service or product cannot be compared in the market, the rates of the elements comprising the service or product shall be used to compare prices to rates in line with the market, to the extent possible and with due observance of any circumstances at, or requirements of, the Client. To that end the Client may annually instruct an independent third party to audit the Supplier's cost structure.
- 7.3. The Supplier warrants that the rates of the Services provided and/or Goods Delivered and rights granted to the Client shall not be any less favourable than those charged by the Supplier to another client for similar quantities during a period of three months before and after

formation of the agreement, under otherwise similar circumstances. The Supplier shall be under an obligation to inform the Client of any price reductions of its own accord.

- 7.4. If the audit referred to in paragraph 2 of this article, or any communications as referred to in the said paragraph, show that the prices can be adjusted downward, the Supplier shall realize such downward adjustment as soon as possible, with retroactive effect if necessary.
- 7.5. Any additional work shall be performed by the Supplier only with the Client's prior written approval. Any additional work shall be invoiced by the Supplier separately after completion of the additional work. The nature and scope of the additional work performed shall be expressly stated in the invoices and specified based on authentic records.
- 7.6. The Supplier may increase the prices once per year, as per January, only with the Client's approval, by no more than the CBS CPI index figure (2006=100), however, for the first time after the first full calendar year. The intention to adjust the prices is to be communicated as soon as possible, but not later than 1 December of the preceding year.

8. Contract Variations; Changes in the Performance of the Agreement

- 8.1. The Client may increase or reduce the Deliverables to be provided by the Supplier pursuant to the Agreement and/or vary the performance of the Agreement by the Supplier in terms of timeline, working method, work order or materials. Any increase or reduction shall be binding on the Supplier to the extent that the financial consequences do not exceed 30% of the original – gross – price.
- 8.2. The Supplier shall, as soon as possible after a request to that effect from the Client, provide an itemized and documented estimate of the financial consequences of an increase or reduction or change proposed by the Client to the extent exceeding the percentage referred to in article 8.1 above. The financial consequences of a reduction shall be determined based on Prices as prevailing when the Parties reached agreement on the Deliverables to which the reduction relates. In no event shall any reduction result in a claim for damages on the Supplier's part. The financial consequences of the increase and the change shall be computed based on the current Prices at the time of the Client's request. Furthermore, the Supplier shall provide an estimate of the consequences of the increase, reduction and/or change for the Agreement, and in particular for the term for performance. After receipt of the estimate and further consultation about it with the Supplier, if any, the Client shall, expeditiously and with due observance of the provisions of paragraph 1 of this article, notify the Supplier of the decision on the intended increase, reduction and/or change.
- 8.3. The Supplier shall not be entitled to any consideration for Deliverables provided by it in excess of the agreed scope of contract, unless it demonstrates that the Client has agreed to such Deliverables in advance and in writing.

9. Quality; Inspection; Remedy

- 9.1. The Supplier warrants that:
- a. the Deliverables are in compliance with the expressly agreed specifications as well as with the statutory requirements as prevailing in the Netherlands at the time of entering into the Agreement;
 - b. the Services to be performed and/or Goods to be Delivered are free from defects in material and workmanship and are otherwise fit for the purpose for which the Services and/or Delivery of Goods are intended by their nature and/or for which the Client intends to use them, to the extent apparent to the Supplier;
 - c. the Deliverables shall be provided professionally and according to the state of the art;
 - d. the performance rendered or items supplied shall not infringe any third-party rights, including industrial/intellectual property rights.
- 9.2. Any shortages or defects in respect of the items supplied shall be remedied by the Supplier expeditiously after being reported. The Client may require that temporary emergency provisions be taken or may require the provision of a new Service and/or Delivery of new Goods in lieu of remedying the defective Service and/or Delivery of Goods. Remedy/repair shall be entirely at the expense of the Supplier, save to the extent that it demonstrates that the defect is the result of normal wear and tear, misuse or failure to report the defect or shortage in a timely fashion. If remedy or repair of the shortages is not possible, the Client shall be entitled to dissolve the Agreement with immediate effect, without any further costs and without any liability arising on the Client's part to pay damages to the Supplier.
- 9.3. The Supplier warrants that, throughout the economic life of the items delivered, subject to a minimum of 15 years, spare parts shall be on stock. If any component part of the item delivered is to be replaced and no spare part is on stock/available, the Supplier shall replace the relevant item with a new product at no cost and indemnify the Client against any costs or damage that may arise as a result.
- 9.4. In the event of Product Recalls, recommendations or demands on the Supplier's part to replace a certain component part of an item or otherwise necessary work as a result of an error in the items delivered by the Supplier, the Supplier shall be liable for all the associated costs and, where necessary, to make all such emergency provisions as may be appropriate.
- 9.5. Any interim adjustments to maintenance requirements, as well as additional maintenance and other requirements, as compared to the original and/or initially issued requirements, shall be binding on the Client only after written approval by the Client, and only for the Agreement to which the approval relates.

- 9.6. If, in its maintenance requirements, the Supplier demands or recommends unreasonable replacement and/or maintenance periods for or in respect of component parts, the Supplier shall be liable for all the associated costs. If the Client invokes this provision, the Supplier shall be under the obligation to demonstrate that the demanded or recommended replacement and/or maintenance periods are reasonable.
- 9.7. The Supplier shall at all times be under the obligation to make or provide any desired and technically feasible modifications or additions to agreed Items or Services, to the extent reasonable and practicable. No such modifications or additions shall lead to an increase in the agreed price or extension of the agreed delivery period, unless a proposal from the Supplier to increase or extend has been approved by the Client in writing. The Client may terminate all or part of the Agreement if performance of the modifications or additions required by it prove impossible on conditions that are acceptable to it.

10. Safety

- 10.1. The Supplier shall be responsible for optimum safe provision of the Deliverables observing at least all the relevant environmental, health, and safety requirements. The Supplier shall indemnify the Client in that respect. The Supplier shall monitor and promote that any agents to be engaged by it also act in accordance with the foregoing. The Supplier shall be directly responsible and liable in that respect. To the extent that maintenance of safety requires the Client's cooperation, the Supplier shall notify the Client in a timely fashion.
- 10.2. The Supplier shall be responsible for arranging the necessary auxiliary materials and tools, including work clothing and safety equipment.
- 10.3. If any resources, including but not limited to oxygen, gas, electricity, light or water, are made available by or on behalf of the Client, the Client shall be entitled to charge the costs to the Supplier.
- 10.4. Any Supplier Staff involved in the performance of the Services, to the extent performed at the Client's, subject to Article 15 of these GPCs - including an Affiliate -, shall be under the obligation to observe the security procedures, including but not limited to compulsory identification and safety requirements, if any, including but not limited to requirements regarding infectious diseases, prevailing at the Client's. At the time of entering into this Agreement the Client notified the Supplier of the relevant procedures. The Supplier shall procure that the said obligations are complied with.
- 10.5. The provisions of the foregoing paragraph shall apply *mutatis mutandis* to the company rules in place at the Client's for its Location or Locations, subject to Article 15 of these GPCs.

- 10.6. The Client may require the prior submission of certificates of good conduct with respect to any Staff to be engaged by the Supplier, as well as Staff of third parties engaged, for the performance of the Agreement.
- 10.7. The Client shall, to the best of its ability, create such conditions on its Location or Locations as shall enable the Supplier to provide its Deliverables in accordance with the requirements set. The Supplier shall, to the best of its ability, procure that the operations of its staff - including any third parties engaged by the Supplier and such third parties' staff - on the Client's Location or Locations shall not interrupt the progress of the Client's activities.

11. Representative

The Client may require the Supplier to designate a representative with whom the Client can make binding agreements.

12. Agents (Including Subcontractors)

- 12.1. If the Client so requests, the Supplier shall promptly provide a statement of the agents directly or indirectly engaged by the Supplier in the performance of the Agreement. The Supplier may engage agents who are not in the Supplier's employ, however, the Supplier is to ensure that any such agents work in accordance with the regulations of these GPCs. The Client shall not take over any liability from the Supplier vis-à-vis any such agents engaged.
- 12.2. If in the performance of the Agreement the Supplier wishes to engage the services of a Subcontractor, it shall require the prior written consent of the Client, which consent shall not be unreasonably withheld. When granting consent as referred to in this paragraph, the Client shall be entitled to attach conditions to the consent or limit such consent in time.
- One of those conditions shall in any event be:
- 12.2.1. the option for the Client to acquire title to all materials purchased by the Subcontractor for purposes of provision of the Services, all in accordance with, and otherwise subject to, the other agreements made between the Parties in that respect;
- 12.2.2. the obligation regarding personal data in accordance with the provisions of the Dutch Personal Data Protection Act ["WBP"].
- 12.3. Unless provided otherwise in or by virtue of the Agreement, the Client shall neither directly nor indirectly be bound by any subcontract entered into by the Supplier with a Subcontractor.
- 12.4. The Client may require the Supplier not, or no longer, to engage a certain agent in the performance of the Agreement.

- 12.5. The Supplier shall be fully responsible vis-à-vis the Client for the agents directly or indirectly engaged by the Supplier in the performance of the Agreement, as well as for such agents' staff and the Items and/or Services provided by such agents.
- 12.6. If the nature of the borrowing of staff is such that there is a risk of liability for purposes of payroll taxes and turnover tax within the meaning of Sections 34 and 35 of the Dutch Collection of State Taxes Act [*Invorderingswet*], the Client reserves the right to pay a pre-determined percentage of the invoice value, representing the amount of the payroll taxes due on the wage component or the turnover tax due on the invoice value, either into a G-account of the staff supplier or directly to the Tax Authorities.
- 12.7. The Supplier shall comply with the Dutch Foreign Nationals Employment Act [*"WAV"*]. All employees shall prove their identity before commencement of the work. If any employees of the Supplier are of a nationality other than the Dutch, the Supplier shall submit all statutory documents before commencement of the work. A summary and explanation of the statutory documents shall be available from the Client on request.
- 12.8. The Supplier shall have taken out all statutory insurance policies for its employees, including at least third-party insurance. Furthermore, a proper CAR insurance has been taken out for the work contracted for. On the Client's demand, the Supplier shall submit the insurance policies for inspection. Insured sums and policy excesses shall require the Client's prior approval.
- 12.9. On 1 January 2004 the right to a smoke-free workplace was introduced. The Client assumes that the Supplier Staff shall conform to this statutory obligation and the Client shall hold them liable for any consequences in the event of violation.

13. Term for Performance

- 13.1. If the Agreement does not contain any time schedule, or contains an insufficiently detailed time schedule, for performance of the Agreement, the Supplier shall expeditiously provide such a schedule to the Client. The schedule shall be adopted by mutual consultation. If so requested, the Supplier shall report to the Client on the performance of the Agreement on a regular basis.
- 13.2. The agreed delivery times are of the essence and shall be considered firm deadlines. The Supplier shall be in default by the mere exceeding of the delivery period, without any notice of default being required.
- 13.3. The Supplier shall be under an obligation to meet terms, also to the extent relating to partial deliveries, promptly to report to the Client any delays to be expected, and to take any measures to prevent that the terms are exceeded or to limit any delays. The Supplier shall be in default by the mere failure to meet a term, unless it demonstrates that the delay is the result

of circumstances not attributable to it. The following circumstances shall in any event be attributable to the Supplier:

- failure, or failure punctually, to obtain any or proper/suitable material and/or staff;
- strike, boycott, lockout or any other form of industrial conflict and/or sickness on the part of the Supplier or its direct or indirect agents/suppliers;
- transport barriers;
- failure, or failure punctually, to obtain a permit or approval for the obtaining of which the Supplier is responsible;
- failure to take measures to prevent delay in the performance of the Agreement.

As soon as the Supplier is in default, the Supplier shall forfeit a penalty, without prejudice to its obligations to pay damages. The amount of the penalty to be forfeited by the Supplier in such event shall be two and a half percent (2.5%) of the value of the Agreement (including any derived Agreements or partial Agreements pertaining to it) to which the late payment relates, subject to a maximum of twenty-five percent (25%) and a minimum of EUR 1,000. Moreover, the Client shall, as soon as the Supplier is in default, be entitled to dissolve the Agreement between the Parties with immediate effect, without any liability arising on its part to pay damages.

- 13.4. The Supplier may request an extension of the agreed term for performance if circumstances occur or shall occur which are likely to delay performance of the Agreement and which are not attributable to the Supplier. The Supplier shall submit any such request to the Client, in writing and stating proper arguments, expeditiously and in any event within fourteen (14) days of circumstances as referred to in the foregoing sentence coming to the Supplier's knowledge, on pain of forfeiture of the right to extend the term for performance. In the event of a well-founded request, the Client and the Supplier shall adopt a new term or a new time schedule. If for any reason not attributable to the Supplier a delay is to be expected to such an extent that continuation of the Agreement is rendered particularly onerous on the Client, the Client shall be entitled to dissolve the Agreement, to the extent not yet performed, with immediate effect, without any liability arising on its part to pay damages. Any delay in the performance of the Agreement exceeding two months shall be deemed particularly onerous on the Client.
- 13.5. The Supplier shall abide by the Client's working hours and plannings - and any changes thereto - and shall organize its activities so as to avoid interference with any activities of the Client or third parties.
- 13.6. The Supplier shall be responsible for covering peak requirements. Where necessary, it shall work in shifts or work overtime.
- 13.7. The Supplier shall be responsible for disposal and treatment of waste and packaging materials.

14. Force Majeure

- 14.1. If either Party is unable, or fails, to perform its obligations under the Agreement as a result of non-attributable failure, the other Party shall, after a period of 30 days, be entitled to dissolve the Agreement out of court by registered letter, without giving rise to any right to claim damages.
- 14.2. Without prejudice to any other provisions of the Agreement, failure as a result of the following circumstances shall not constitute force majeure: shortage of staff, strike, illness of staff, non-performance by third parties engaged by the Supplier and/or liquidity or solvency problems on the part of the Supplier.
- 14.3. The Parties can rely on force majeure only if the relevant Party directly and promptly notifies the other Party in writing of such reliance on force majeure, submitting all the necessary documentary evidence.
- 14.4. The non-performing Party shall be released from its obligations hereunder in the event, and for the duration, of the situation of force majeure, provided that it reasonably continues to make efforts to resume performance.
- 14.5. If a situation of force majeure on the part of the Supplier prevents its performance for a period exceeding 10 consecutive days, or hinders or delays its performance so seriously that the Client's business operations are demonstrably impaired, the Client may, without prejudice to the provisions of paragraph 1 of this article, purchase the Services from another supplier until the Supplier can resume performance.
In such event the Supplier shall reimburse the Client for all demonstrable costs reasonably paid by the latter to the other supplier.
- 14.6. For the duration of the situation of force majeure on the part of the Supplier, and subject to the provisions of paragraph 5 of this article, the Client shall continue to pay the Supplier the agreed price (rates).

15. Place of Performance/Delivery

- 15.1. In the absence of a provision in that respect in the Agreement, the location designated by the Client shall be deemed to be the place of performance.
- 15.2. The Supplier shall bear the risk of suitability of the place of performance for the Deliverables.

16. Transfer of Title and Risk

- 16.1. Title to any Items to which the Client is intended to acquire title shall pass to the Client upon arrival at the place of performance of the work or at the location for temporary storage pending delivery, whichever comes first, and after the Items have been paid for in full.
- 16.2. Title shall pass fully and unencumbered by any third-party right.
- 16.3. The risk of damage to, or destruction or loss of, Items shall pass to the Client:
 - a. in the event that the Deliverables consist of supply of Items without any work to be performed in respect of such Items, such as assembly and/or putting the Items into operation, upon unloading of the Items for purposes of surrender to the Client and actual taking possession of such Items by the Client;
 - b. in the event that the Deliverables consist of supply of Items and work to be performed in respect of such Items, such as assembly and/or putting the Items into operation, upon acceptance of the Items by the Client as correct after complete performance of the work and inspection.
- 16.4. The Supplier shall continue to bear the risk of damage to, or destruction or loss of, any Items that, after surrender to, or acceptance by, the Client, prove to be defective.
- 16.5. The Client may at all times - therefore also during performance - inspect, examine and/or test, or cause third parties to inspect, examine and/or test, the items ordered, irrespective of the location where the relevant items are stored or the relevant services are provided.
- 16.6. Inspection, examination, testing, acceptance and/or payment by or on behalf of the Client shall not release the Supplier from any obligation or liability.

17. Supply of Customized Software

- 17.1. In the event of supply of Customized Software all intellectual property rights, both in object code and in source code, shall vest in the Client. The Supplier warrants that the Client shall acquire such rights on or before delivery and shall render its full cooperation to the extent required.
- 17.2. The Supplier warrants that the Customized Software supplied by it shall not infringe any third-party rights and that, therefore, no third party can preclude or interfere with the use of the Customized Software or any part thereof. The Supplier shall indemnify the Client against any third-party claims as well as any damage and costs suffered by the Client as a result.
- 17.3. Customized Software shall at all times be supplied together with the associated source codes, object codes and documentation of such Customized Software.

- 17.4. With respect to the Standard Software the Supplier shall grant the Client a non-exclusive, perpetual licence, as specified in further detail in articles 17.5, 17.6, 17.7, and 17.8.
- 17.5. The Client's licence to use the Standard Software shall include the right to use the entire functionality of the Standard Software in object code in the broadest sense, for all work deemed conducive to the Client's business activities.
- 17.6. The Client's licence shall in any event include, but not be limited to, the Client's right to modify, reproduce, copy, save, transmit, translate, edit or otherwise adapt the Standard Software, or make it legible or correct errors, all to the extent necessary for the permitted use as described in article 17.4. The Client may incorporate the Standard Software in other programmes in order to run together as one programme. Furthermore, the Client may reproduce the Standard Software, to protect it against destruction and/or corruption and for purposes of evidence.
- 17.7. Use of the Standard Software by Suppliers of Services to the Client shall be permitted to the extent that such use is covered by the permitted use as referred to in articles 17.5 and 17.6. The licence shall include the right to use the Standard Software on all hardware on the Client's premises at any time, without any further restrictions or limitations as to user location, type and numbers of hardware, as well as on any other hardware (such as hardware at an outsourcing facility) if the Standard Software cannot be used on the hardware referred to above and in case of a calamity. In the event that transfer of the Standard Software to other hardware requires modifications to the Standard Software, the Client shall be entitled to make such modifications. If so requested, the Supplier shall make any such modifications within a reasonable term at no more than cost.
- 17.8. The Supplier warrants that the use of the Standard Software by the Client as referred to in articles 17.5 to 17.7 inclusive shall not infringe any third-party rights. The Supplier shall indemnify the Client against any interference by third parties with the Client's said use of Standard Software as well as against any damage and costs suffered by the Client as a result.
- 17.9. The actual ownership of the data carriers containing the Software as provided by the Supplier to the Client shall pass upon delivery.
- 17.10. The Supplier shall provide two complete sets of documentation in the Dutch or English language for each version and release of the Software. The documentation shall provide a correct and complete description of the properties of the Software and shall enable users easily to use all the functionalities of the Software. The Supplier shall be responsible for replacement of the documentation as soon as possible whenever it turns out to contain incorrect or incomplete information or to be obsolete.
- 17.11. At the Client's request, the Supplier shall deposit the source codes of the Standard Software with an escrow agent or civil-law notary for the purpose of surrender to the Client in the event of the Supplier's insolvency or discontinuation of its business operations.

18. Software as a Service (SaaS/Cloud Services)

- 18.1 To the extent that the Supplier's Deliverables are intended to supply SaaS in the broadest sense, Articles 18.2 to 18.5 inclusive shall apply as additional provisions.
- 18.2 Any data provided by the Client to the Supplier shall remain the property of the Client. The Supplier warrants that the Client shall at all times have access to the data and shall furthermore take every possible measure to ensure that the Client shall continue to have access to the data in the event of possible insolvency on the part of the Supplier or other discontinuation of its business operations. In such event the Supplier declares that it is prepared, on the Client's demand, to deposit the object codes and source codes with an escrow agent or civil-law notary for the purpose of surrender to the Client.
- 18.3 The Supplier shall warrant an optimum level of security for all data provided to it by the Client.
- 18.4 Upon termination of an Agreement for the provision of a Service the Supplier shall return to the Client, in a form that is legible to the latter, all data received by it from the Client or any third party engaged by the Client for purposes of performance of the Agreement. The Parties shall further consult on the procedure for return of the data.
- 18.5 After the data have been provided to the Client in accordance with the provisions of the foregoing paragraph of this article, the Supplier shall properly destroy all data that are still stored in its systems the presence of which ensues from performance of the Agreement entered into between the Parties, without retaining any copies. The act of destruction shall be documented and retained by the Supplier for a period of five years after expiry of the Agreement.

19. Provision of Drawings, Manuals and Knowhow

- 19.1. In the event of provision of drawings, manuals and knowhow in the broadest sense, either for the purpose of the supply of Items or otherwise, the Supplier warrants that the Client shall at least have an irrevocable right to use any such drawings, manuals and knowhow for an indefinite period of time. The Supplier warrants that the drawings, manuals and knowhow provided by it shall not infringe any third-party rights and that, therefore, no third party can preclude or interfere with the use of any part thereof of such drawings, manuals and knowhow. The Supplier shall indemnify the Client against any third-party claims as well as any damage and costs suffered by the Client as a result.
- 19.2. Any manuals shall be provided in the Dutch or the English language.

20. Intellectual Property Rights

- 20.1. Save if and to the extent provided otherwise in an agreement, the intellectual property rights - and all rights attached to them by law - in any Documentation, drawings, models, and other data carriers - including Software - created by or on behalf of the Supplier and/or Supplier Staff and/or third parties engaged by the Supplier, including such third parties' staff, for the Client in the course of provision of the Services, shall vest in the Client. The Client may exercise such rights wherever and whenever it wants.
- 20.2. If and to the extent that the rights referred to in paragraph 1 do not vest in the Client, such rights shall be transferred to the Client by signing the Agreement. To the extent that, at any time, the transfer of such rights requires a further instrument, the Supplier hereby irrevocably authorizes the Client, if the occasion arises, to draw up such an instrument and sign it also on behalf of the Supplier, all without prejudice to the Supplier's obligation, on the Client's demand, to render its cooperation in the transfer of such rights without any right to attach conditions to its cooperation. To the extent necessary, the Supplier hereby also irrevocably authorizes the Client to enter, or cause the entry of, the transfer of such intellectual property rights in the relevant registers.
- 20.3. In the event of a difference of opinion between the Parties as to intellectual property rights, and save evidence to the contrary, such rights shall be assumed to vest in the Client. The Client may, irrespective of the outcome of any such dispute, continue the agreed use.
- 20.4. To the extent necessary, the Supplier hereby waives, also on behalf of the Supplier Staff and/or any third parties engaged by the Supplier, including such third parties' staff, any moral rights within the meaning of Section 25 (1) of the Netherlands Copyrights Act [*Auteurswet*] to which it may be entitled, to the extent that such waiver is permitted by law. The Supplier warrants vis-à-vis the Client that it is authorized to make such waiver also on behalf of Supplier Staff and/or third parties engaged by the Supplier, including such third parties' staff.
- 20.5. The Supplier shall indemnify the Client against any third-party claims in respect of infringement or alleged infringement of intellectual property rights of such third parties, including moral rights within the meaning of Section 25 (1) of the Dutch Copyrights Act [*Auteurswet*], including similar claims relating to knowledge, unfair competition, etc. On the Client's demand, the Supplier shall undertake the defence of any action that may be initiated against the Client in connection with the Services on account of infringement of third-party intellectual property rights. In this respect the Client shall promptly notify the Supplier of any such action and provide the Supplier with the necessary powers of attorney and assistance. Furthermore, the Supplier shall indemnify the Client against any damage and costs that may be awarded against it in any such action, as well as against the costs of the relevant

proceedings, including but not limited to the costs relating to seeking legal advice in that respect.

- 20.6. In the event of alleged infringement of any third-party intellectual property right, the Supplier shall, at its own expense, take all such measures as may contribute to avoiding stagnation in the Client's operations and mitigation of any costs to be incurred and/or damage to be suffered by the Client as a result.
- 20.7. Without prejudice to the provisions of paragraphs 5 and 6 of this article, in the event of third parties taking legal action against it on account of infringement of intellectual property rights, the Client may terminate all or part of the Agreement, all without prejudice to its other rights vis-à-vis the Supplier, including but not limited to any right to claim damages.
- 20.8. Any data, documents and data files, hereinafter jointly to be referred to as the "Data", to be received by the Supplier for purposes of the Agreement shall be the property of the Client.
- 20.9. The Supplier warrants, on pain of forfeiture of a penalty in the amount of EUR 20,000 for each day of non-compliance, to a maximum of EUR 500,000 per year, that the Client shall at all times have free access to the Data. To that end, the Supplier warrants that, on the Client's written demand, it shall render its cooperation in the provision of the Data on a medium subsequently to be agreed. Upon termination of the Agreement, the Supplier shall promptly return the relevant Data to the Client and/or destroy the relevant Data at the Client's request.

21. Warranty

- 21.1. The Supplier warrants, for a period of at least 60 months following delivery and/or installation, that the Deliverables provided by it shall be in accordance with generally accepted practice.
- 21.2. If one or more Deliverables turn out not, or insufficiently, to meet the Client's requirements, or at least are not rendered properly, the Supplier shall promptly replace such Deliverables at no cost.
- 21.3. The Supplier warrants that:
 - 21.3.1. the Services to be provided by it shall be provided or performed skilfully, and in accordance with the requirements of good workmanship;
 - 21.3.2. Materials shall be new and free from defects and shortcomings, and shall fully meet the requirements set and shall be delivered without errors or defects;
 - 21.3.3. the Services are fit for the Client's intended purpose and shall be in accordance with the Client's expectations as to properties and quality of the Services provided;
 - 21.3.4. the Services meet the statutory requirements and other government regulations as well as the requirements of the safety and quality standards used in the industry;
 - 21.3.5. any further warranties that may be provided in the Subagreement or Subagreements with respect to the Services specified therein shall be accurately complied with;

- 21.3.6. the Supplier shall only use Staff having the skills and qualifications agreed or required for the purpose of provision of the Services, given the nature of the Services to be provided and the way in which the Supplier has presented itself as an expert;
- 21.3.7. the Supplier shall not engage any Staff also working for third parties if, as a result, such Staff could find itself in a conflict of interest;
- 21.3.8. the Supplier shall not use any Staff also working for third parties that, or one or more affiliates of whom, are active in the field of recruitment and selection, posting and secondment, all in the broadest sense.
- 21.4. In the event that, for purposes of or by virtue of the Agreement, the Parties also enter into maintenance agreement in respect of Services provided or to be provided, the Supplier shall not charge any maintenance fees until after expiry of, and from, the warranty period set.
- 21.5. In the event that the Client invokes a warranty, the provisions of Article 22 shall apply *mutatis mutandis*.

22. Non-Performance and Notice of Default

- 22.1. If either Party fails to perform any of its obligations under or pursuant to the Agreement including any annexes (and assignments), the other Party shall give it notice of default. The non-performing Party shall, however, immediately be in default if performance of the relevant obligations has already been rendered permanently impossible and/or the relevant Party has indicated that it shall not perform such obligations.
- 22.2. The notice of default shall be served in writing, and the defaulting Party shall be given a reasonable period in which to meet its obligations.
- 22.3. Any failure, including Professional Errors, in the performance of the Supplier's obligations shall entitle the Client, without prejudice to the latter's other rights in connection with non-performance, successively to:
- 22.3.1. instruct the Supplier at its own expense to re-provide or correct the rejected part of the Service, or any damage arisen as a result of failure, such as leakage in buildings, etc., within a term to be set by the Client;
- 22.3.2. provide the Service itself, or cause a third party to provide the Service, at the Supplier's expense, if the latter fails to remedy the non-performance within the term referred to in the foregoing sentence or if the Client cannot reasonably be expected to await the Supplier's correction services because of circumstances including threatening damage, further loss or danger to persons or property;
- 22.3.3. terminate the Agreement including any annexes (and assignments), without any judicial intervention being required and without any liability arising on its part to pay damages.

23. Price; Payment

- 23.1. To the extent not expressly agreed otherwise in writing, the Client shall pay the Price and any other amounts due to the Supplier in euros.
- 23.2. To the extent not expressly agreed otherwise, the agreed Price shall – with due observance of the provisions of article 23.12 – be fixed. The Price shall constitute full consideration for all costs connected with the performance of the Agreement.
- 23.3. The Client shall pay the Price at the agreed time or times, provided that:
- a. at such time the Deliverables or part of the Deliverables to which the Price relates has been completely and properly performed;
 - b. the Supplier has punctually sent the Client an invoice, stating, in addition to the date and amount of the invoice, at least the following information:
 - the Client's name, department, address and/or invoice address;
 - the number of the Agreement and a brief description of the Deliverables to which the invoice relates;
 - the order number.

The Client shall not be under any obligation to pay if the Supplier fails to perform any of its obligations.

- 23.4. The Supplier cannot submit any invoices until such time as the Deliverables or part of the Deliverables to which the invoice relates has been completely and properly performed. An invoice received from the Supplier and approved by the Client shall be paid by the Client within 60 calendar days of receipt by means of transfer to a bank account number designated by the Supplier.
- 23.5. Payment by the Client shall, as such, not be deemed to constitute acknowledgment of complete and proper performance of the Agreement by the Supplier.
- 23.6. The Supplier shall not have any right of retention.
- 23.7. In the event of late payment the Client shall forfeit statutory interest as from such time as the Supplier has demanded payment by the Client in writing, granting a reasonable extension, and the Client still fails to pay for reasons attributable to it. The Supplier shall be entitled only to compensation of extrajudicial costs actually incurred by it which do not relate to collection activities performed by the Supplier itself.
- 23.8. The Supplier shall not be entitled to suspend performance of the Agreement on account of non-payment, unless the Client fails to perform a payment obligation established in court. In such event only those obligations ensuing from the Agreement that directly relate to such payment may be suspended.
- 23.9. The Supplier shall promptly upon a request to that effect from the Client provide adequate security, at the Client's discretion, for possible repayment of advance or other payments

already made to the Supplier. If the Supplier fails punctually to comply with such request, the Client shall be entitled to suspend any further payments to the Supplier.

- 23.10. As security for proper performance or provision of Services and/or Goods, the Supplier shall, at the Client's request and to the extent relevant, issue to the Client a group declaration from its parent company.
- 23.11. In the event that the Supplier is granted a moratorium on payment of its debts, is declared insolvent or bankrupt, or otherwise fails to pay its agents, the Client shall be entitled to pay the amounts due by the Supplier to the agents for work performed in connection with the Agreement directly to the agents and reduce the agreed Price accordingly.
- 23.12. The Supplier may, after approval by the Client, increase the Prices once per - calendar – year, by no more than the CBS CPI figure (CPI Derived Price Index) in accordance with Article 7.6.

24. Damage; Insurance

- 24.1. In the event of attributable failure by the Supplier to perform its obligations ensuing from these GPCs, the arrangements made in the Agreement and/or any other applicable laws and regulations, any and all damage suffered as a result, in the broadest sense and including any third-party claims, shall be at the Supplier's expense and risk. The Supplier shall fully indemnify the Client in that respect.
- 24.2. Attributable failure on the part of the Supplier as referred to in paragraph 1 of this article shall also be deemed to include attributable failure on the part of the Supplier Staff.
- 24.3. The Client shall be liable only if and to the extent that the Client is in default in the performance of obligations imposed on it as ensuing from these GPCs, the arrangements made in the Agreement and/or any other applicable laws and regulations. The Client's liability shall expire two months after termination of the Agreement with the Supplier.
- 24.4. The Client shall not be liable for any indirect damage, howsoever denominated and and/or irrespective of who reported it, and the Supplier shall indemnify the Client in that respect. Indirect damage shall be understood to include any consequential damage and/or trading loss, lost turnover, lost profits and/or lost goodwill suffered or to be suffered by the Supplier.
- 24.5. The Supplier shall take out and maintain insurance against the liability as ensuing from these GPCs, the arrangements made in the Agreement and/or any other applicable laws and regulations, for an insured sum as is common for a business such as the Supplier's, but at least for a sum of EUR 1,000,000 per event. On demand the Supplier shall submit the complete relevant insurance policy and associated policy conditions for inspection by the Client.
- 24.6. The Client and/or its affiliate or affiliates can be held liable only for direct damage, if any. Direct damage should be understood only as the reasonable costs incurred by the Supplier to

determine the cause of the damage and assess the scope of the damage and costs incurred by the Supplier in requiring performance by the Client after the Client has been in default. In addition, any liability on the part of the Client and/or its affiliate or affiliates shall be limited to a maximum amount of EUR 10,000 per event and a maximum of EUR 20,000 per calendar year. Furthermore, any liability on the part of the Client shall in any event be limited to the amount to be paid out by its insurer in the relevant event.

- 24.7. The Supplier has in any event taken out, and shall maintain, adequate insurance, at least to the amount referred to in Article 24.5, against the following risks: a) third-party liability (including liability for damage caused to individuals or items that are the property of the Client); b) professional liability (risks ensuing from Professional Errors).
- 24.8. On request, the Supplier shall submit to the Client the proof of payment of premiums and a certificate of insurance, or copy thereof authenticated by the insurer, showing that the Supplier has taken out adequate insurance in respect of the risks referred to in paragraph 1 of this article and has paid the relevant premiums.
- 24.9. Without the Client's prior written consent, the Supplier shall not terminate the relevant insurance agreement or agreements or amend or reduce the conditions on which they were entered into and the insured amount or amounts to the Client's disadvantage.
- 24.10. The insurance premiums due by the Supplier shall be deemed to be included in the agreed prices and rates.

25. Liability

- 25.1. Either Party shall be liable for damage related to death, personal injury or damage to property, and the damage ensuing from the foregoing, suffered by the other Party, its Staff and/or third parties engaged by it, as a result of an error or shortcoming in the performance of the Agreement by the failing Party, its Staff and/or third parties engaged by it.
- 25.2. If either Party fails attributable to perform its obligation or obligations, it shall be liable to the other Party for compensation of the direct damage suffered by the other Party.
- 25.3. Direct damage as referred to in paragraph 2 of this article suffered by the Client as a result of the Supplier's provision of the Services shall in any event include:
 - 25.3.1. damage to its software, hardware and data files, including in any event: damage to materials, defective performance or non-performance, reduced reliability, and increased sensitivity to malfunction;
 - 25.3.2. damage to other property of the Client and/or of third parties on the Client's premises;
 - 25.3.3. costs of necessary changes and/or modifications to, *inter alia*, software, hardware, specifications, Materials or Documentation, made to mitigate or repair damage;

- 25.3.4. costs of emergency measures, such as contingency use of other systems or engaging third parties;
- 25.3.5. costs, including staffing costs, of keeping one or more old systems and related facilities operational for a longer period of time out of necessity;
- 25.3.6. costs, including consequential damage to buildings, as a result of leakage, power failure, heating or cooling problems, and other installation related issues;
- 25.3.7. costs incurred to prevent or limit direct damage or loss that could be expected as a result of the event that the liability is based on;
- 25.3.8. costs incurred to establish the cause of the damage or loss, liability, direct damage or loss and the remedy.
- 25.4. Without prejudice to the provisions of paragraph 3 of this article and unless expressly agreed otherwise in an agreement, neither Party shall be liable to the other for any indirect or consequential damage suffered by the latter in the course of performance hereof, including lost profits, loss of production, loss of use, lost income, trading loss or business interruption loss.
- 25.5. The limitations of liability referred to in this article shall expire:
 - 25.5.1. in the event of third-party claims for damages as a result of death or personal injury; and/or
 - 25.5.2. in the event of infringement of intellectual property rights; and/or
 - 25.5.3. in the event of wilful misconduct and/or gross negligence on the part of either Party, its Staff and/or third parties engaged by it (including such third parties' staff).
- 25.6. The provisions of this article shall apply *mutatis mutandis* to Affiliates, such Affiliates' staff, and any third parties engaged by such Affiliates (including such third parties' staff).
- 25.7. Save as provided in paragraph 5 the liability referred to in this article shall be limited to an amount of EUR 2,500,000 (in words: two and a half million euros) per event and EUR 5,000,000 (in words: five million euros) per year.
- 25.8. The Supplier shall indemnify the Client against any third-party claims for damages as a result of any failure as referred to in paragraph 2 of this article.

26. Prescription; Forfeiture of Rights

- 26.1. Any rights of action, including those on account of non-performance of obligations, shall be prescribed by a period of five years, to be computed from the time of discovery of the possible existence of a right of claim.
- 26.2. The Client shall not forfeit the right to rely on any provision of the Agreement or these GPCs if it has waived such provision in any situation.

27. Termination of the Agreement

- 27.1. In the event of a contractor agreement (Service), the Client shall, as soon as performance of the Agreement has commenced but not yet completed, be entitled to terminate the Agreement to the extent not yet performed with immediate effect, for reasons of its own, without any notice period being required. Notice of termination shall be given in writing by the Client to the Supplier. In the event of termination the Parties shall settle on the following basis:
- a. If and to the extent that a fixed Price has been agreed and has not yet been paid, such Price shall remain due by the Client after deduction of the costs saved by the Supplier as a result of non-performance of the terminated part;
 - b. If and to the extent that settlement based on agreed unit or other Prices has been agreed, the non-terminated part of the Agreement, to the extent not yet settled, shall be settled on the agreed rates. If the Supplier has incurred expenses in respect of the terminated part of the Agreement prior to termination, such expenses shall be reimbursed to the Supplier to the extent that it demonstrates that it has incurred such expenses and has not had benefited, or cannot benefit otherwise from such expenses.
- No other amounts shall be due by the Client to the Supplier.

In all other situations not relating to a contractor agreement the Client shall at all times be entitled to terminate the Agreement with due observance of a notice period of one month. In such event the Client shall not be liable to pay any damages to the Supplier.

- 27.2. Without prejudice to any provisions elsewhere in the GPCs in respect of dissolution of the Agreement, the Client shall be entitled to dissolve all or part of the Agreement, at its option, with immediate effect if the Supplier has failed completely and properly to perform the Agreement or any part thereof within the agreed or subsequently agreed term for performance, or within an extended term set for it in writing.
- 27.3. In addition, the Client shall be entitled to dissolve all or part of the Agreement, at its option, with immediate effect:

- a. as soon as the Client can reasonably assume that complete and proper performance of the Agreement by the Supplier shall not, or no longer, take place or be delayed by more than two months;
 - b. if the Supplier applies for, or is granted, a moratorium on payment of its debts;
 - c. if the Supplier's insolvency or bankruptcy is filed for or ordered;
 - d. if the Supplier discontinues all or a substantial part of its business activities;
 - e. if the Supplier fails vis-à-vis the Client to such an extent or otherwise behaves in such a manner that the Client cannot reasonably be required to continue the Agreement, all at the Client's discretion.
- 27.4. The right to dissolution shall be without prejudice to the Client's right to claim damages. The Client shall not be liable to pay any damages to the Supplier.
- 27.5. If the nature of the Goods and/or Services to be provided as referred to in an Agreement gives rise thereto, and to the extent desired, the Parties shall adopt an Exit Strategy. Such Exit Strategy shall be intended to properly transfer the Goods and/or Services provided and work performed by the Supplier to the Client and/or one or more third parties designated by it. The Parties shall fully cooperate in the performance of such back-out plan.

28. Confidentiality

- 28.1. No information provided by or on behalf of the Client to the Supplier with a view to entering into and/or performing the Agreement shall be disclosed by the Supplier to any third parties, save to the extent necessary for the purpose of entering into or performing the Agreement. Third parties shall be understood to include the Supplier's own staff and/or agents.
- 28.2. Any documents and carriers of electronic data provided by or on behalf of the Client to the Supplier shall be returned, together with any copies, by the Supplier to the Client on the latter's demand. In the event of termination of the Agreement, for any reason whatsoever, the Supplier shall return such documents and carriers of electronic data to the Client as soon as possible.
- 28.3. Without the prior written consent of the Client, the Supplier shall not in any way whatsoever disclose its relationship with the Client to any third parties and/or use the Client's trade or other name or logo in any publications or advertisements.

29. Assignment of Rights and Obligations

- 29.1. The Supplier may not assign any rights under the Agreement or its position as a contracting party to the Agreement to any third parties, save with the express prior written consent of the Client. The Client may attach conditions to the granting of such consent.
- 29.2. If and to the extent that the Supplier's obligations are delegated and/or assigned to a third party with the Client's written consent, the provisions of these GPCs and the Agreement shall fully apply to such third party and to the obligations delegated or assigned to it.
- 29.3. The Client may assign rights under the Agreement and its position as a contracting party to the Agreement to a third party, in this respect including an affiliate of the Client's, without the Supplier's consent.

30. Audit Clause

- 30.1. The Client shall be entitled to conduct a process and/or financial audit. Any such audit may be conducted by the Client's audit department or by an independent recognized auditor not being a competitor of the Supplier's.
- 30.2. The auditor shall be designated by the Parties jointly, sign a confidentiality undertaking, and conduct the audit entirely independently. The audit shall be limited to such part as is necessary for the purpose of the audit and shall not extend beyond what is permitted pursuant to the laws and regulations applicable to the Supplier.
- 30.3. The Client shall notify the Supplier in writing at least one month in advance of its intention to conduct an audit and shall provide the Supplier with an estimate of the duration of the audit. Subsequently, the Parties shall mutually agree on the scope of the audit and draw up an audit plan.
- 30.4. The Supplier shall render its reasonable cooperation in the audit and shall grant the auditor access to its business premises, systems and information to the extent necessary for the purpose of an effective and efficient audit.
- 30.5. If an audit of all data and records is not practicable, the Parties may agree that statistical random checks and extrapolation techniques using accepted scientific principles and analyses are accepted as methods, provided not affecting the proper performance of the agreed audit.
- 30.6. Both Parties shall simultaneously be provided with the results of the audit. Subsequently, the Parties shall discuss the report and make further agreements on the basis thereof, if necessary, as soon as possible.
- 30.7. The Client shall be responsible for all costs of the audit, provided that the audit is conducted by the Client's internal audit department. Should the internal audit reveal any discrepancies in the performance of the Agreement, the costs of the audit, to be reasonably determined, shall

be paid by the Supplier. In the event that the audit has been conducted by an external independent recognized auditor, the Client and the Supplier shall equally share the costs. Should the relevant audit reveal any substantial discrepancies in the performance of the Agreement or partial Agreement the costs of the audit shall, however, be fully paid by the Supplier.

- 30.8. The audit as referred to in this article shall not be requested more often than once per calendar year, save to the extent that urgent interests dictate more frequent audits.

31. Processor of Personal Data

- 31.1. If and to the extent that the Supplier receives from the Client, and processes, personal data pursuant to the Agreement entered into with the Client, and can be deemed to be the processor within the meaning of Section 1 (e) of the Netherlands Personal Data Protection Act [*Wet Bescherming Persoonsgegevens* – hereinafter: “WPB”], the following paragraphs shall apply.
- 31.2. The Supplier shall process the personal data received by it from the Client only in accordance with the Agreement and the instructions and duties assigned to it. The Supplier shall follow the Client’s instructions with respect to the personal data. In no event shall the data provided be used for commercial or other activities for the benefit of the Supplier and/or third parties or shall the Supplier provide the personal data provided to any third parties without the consent of the Client.
- 31.3. The Supplier shall properly process the personal data provided to it by the Client with due care. In addition to the Supplier’s obligation to follow the Client’s instructions, the Supplier shall be responsible for compliance with the conditions set by the Agreement or by the applicable laws and regulations – in particular pursuant to the WBP – for processing of personal data.
- 31.4. The Supplier shall not control the purpose and means of processing the personal data provided to it by the Client.
- 31.5. Nothing in the Agreement or these GPCs intends in any way whatsoever to transfer to the Supplier the control of the personal data provided to it.
- 31.6. The Supplier shall be under an obligation to take suitable technical, organizational and procedural security and other measures in order to protect the personal data provided to it by the Client against loss, theft and/or any form of unlawful processing, all in the broadest sense. In this respect the Supplier shall, *inter alia*, be responsible for properly blocking the personal data from any other data and warranting a suitable level of protection when using computerized systems. In addition, the Supplier shall take such measures as are necessary to prevent unnecessary collection and/or further processing of the personal data provided by the

Client. The Supplier shall at all times adjust the security and other measures to be taken by it to the state of the art.

- 31.7. The Supplier warrants that it shall process the data only within the European Union. Processing outside the European Union shall be permitted only with the express prior written consent of the Client.
- 31.8. The Supplier shall be under an obligation to keep confidential the personal data received by it from the Client, save if and to the extent the Supplier is under an obligation to disclose the personal data pursuant to a statutory requirement or the personal data are disclosed on the instructions of the Client.
- 31.9. All the obligations ensuing from this article shall also apply to the Supplier Staff and/or the private individuals or legal entities engaged by the Supplier as agents or otherwise to perform work, either in its employ or otherwise. The Supplier shall impose on the said Staff an obligation to keep confidential any personal data that may come to their knowledge through the Client or otherwise.
- 31.10. The Supplier shall be under an obligation, on demand or at least after termination of the Agreement, fully to return all personal data received by it from the Client or, if the Client so instructs, to destroy such data in a manner to be designated by the Client, without retain any copies of such personal data. On the Client's demand, the Supplier shall certify in writing that the data have been destroyed.
- 31.11. At the Client's request, the Supplier shall at all times render its full cooperation in any review by the Client or a third party engaged by it, including an affiliate of the Client's, of proper performance by the Supplier of its obligations under this article and the arrangements made in the Agreement in respect of processing of personal data, and its compliance with the WBP and/or privacy and other laws and regulations.

32. Final Provisions

- 32.1 If any of the provisions of these GPCs and/or the Agreement should be nullified or declared null and void, the other provisions of these GPCs and/or the Agreement shall remain valid. In such event the Parties shall adopt a new provision to replace the nullified or null and void provision, observing the purport of the nullified /null and void provision to the extent possible.
- 32.2 Any obligations under these GPCs and/or the Agreement that, by their nature, are intended to continue in effect after termination of the Agreement entered into, shall remain in effect after expiry or termination of the Agreement.
- 32.3 The Client abides by the SBIB integrity code. This code provides that the offering of reimbursements or gifts in the form of cheques or cash to employees of the Client is not

permitted. Gifts in any form other than cheques or cash with a value exceeding 100 euros require the prior written approval of the Client.

- 32.4 The Agreement and any additional or subsequent agreements and other legal relationships between the Parties in any way whatsoever related with such agreements shall be governed exclusively by the laws of the Netherlands. The Vienna Sales Convention (CISG) shall not apply.
- 32.5 The District Court in Amsterdam shall have exclusive jurisdiction to hear any disputes in connection with the Agreement, any additional or subsequent agreements and other legal relationships between the Parties in any way whatsoever related with such agreements, provided that the Client shall be entitled to submit the dispute to the court competent to hear the dispute by law without the said choice of forum.

These conditions have been filed with the Chamber of Commerce in Amsterdam under file number 34356164