



GENERAL TERMS AND CONDITIONS OF PURCHASE

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Article 1 - Structure of the General Terms and Conditions of Purchase

- 1.1. These General Terms and Conditions of Purchase consist of a general section (Part I) and a special section regarding the delivery of goods (Part II). Both sections are inextricably linked and form the basis of the legal relationship between Collé and the Contractor.
- 1.2. In the event and to the extent that any provision in the special section (Part II) deviates from the provisions in the general section (Part I), the provision in the special section shall prevail.

Article 2 - Definitions

In these General Terms and Conditions of Purchase, the following terms are defined as stated below:

- 2.1 **GTCP:** the present General Terms and Conditions of Purchase
- 2.2 **Collé:** the legal entity (or legal entities) which are a direct or indirect part of the group of HFC Holding BV (Chamber of Commerce number: 14058799) and who invites the Contractor as referred to in Article 2.3 to submit an offer.
- 2.3 **Contractor:** any natural person pursuing professional or commercial activities or legal entity with whom Collé holds talks (or negotiates) regarding the conclusion of an Agreement, or who is in a contractual relationship with Collé by virtue of an Agreement concluded with Collé. This includes anyone who supplies Goods to Collé or delivers a Performance for Collé.
- 2.4 **Agreement:** the written arrangements between Collé and the Contractor or any arrangements concluded verbally, which may or may not be supplementary to the written arrangements.
- 2.5 **Delivery (of Goods and Performances):** the performance of services (or having these performed) and the sale and delivery or the rental and provision of (movable) properties by the Contractor on behalf of Collé, based on an Agreement.
- 2.6 **The Parties:** Collé and the Contractor
- 2.7 **Goods:** properties and property rights
- 2.8 **Performance:** the service(s) and/or goods and/or persons to be provided by the Contractor to Collé

Article 3 - General provisions and applicability

- 3.1. The GTCP apply to all requests, negotiations, offers, assignments, order confirmations, Agreements and resulting obligations within which context Collé receives Goods and/or Performances from the Contractor, as well as to legal relationships that by their nature arise from the Agreement.
- 3.2. In the event of inconsistencies and/or discrepancies between the content of these GTCP and the Agreement, the provisions of the Agreement will prevail over the GTCP.
- 3.3. The Contractor, once contracted with the application of these GTCP, hereby agrees to the applicability of the GTCP to subsequent Agreements and/or other legal relationships between the Contractor and Collé. The Contractor declares that the provision of a copy of the GTCP is not necessary for the application of the GTCP and that it is familiar with the content.
- 3.4. Deviation from these GTCP is only possible if Collé has expressly confirmed this deviation in writing. Once applied, a deviation loses its effect.
- 3.5. If any provision of these GTCP is wholly or partially void or voided, the remaining provisions will remain in full force and effect. Collé and the Contractor agree to replace the void or voidable provision with a valid provision that approximates the purport of the original article as closely as possible.
- 3.6. If a translation is made of these GTCP and differences in interpretation arise between the Dutch text and the text in the foreign language, the Dutch text will be decisive.
- 3.7. Insofar as the Contractor involves multiple legal entities and/or natural persons, they will be jointly and severally liable for the obligations arising from the Agreement.
- 3.8. Collé is entitled to unilaterally amend or supplement these GTCP if there is reasonable cause to do so. Amended terms and conditions apply to new Agreements. As regards existing Agreements, amended terms and conditions apply only insofar as the amendment does not affect the essence of the Agreement (including price, Performance, liability and payment obligations) and after the Contractor has been notified thereof in writing. If the Contractor does not accept such an amendment, it is entitled to dissolve the current Agreement as from the effective date of the amendment, unless Collé confirms in writing that it is willing to continue the Agreement on the basis of the terms and conditions applicable prior to the amendment, in which case those terms and conditions will remain in force.

Article 4 - Quotations, assignments and the conclusion and (early) termination of Agreements

- 4.1. A request from Collé serves solely as an invitation to submit an offer/quotation and is not binding on Collé. Quotations submitted by the Contractor are irrevocable and valid for at least sixty (60) days. All costs associated with the quotation will be payable by the Contractor. Collé may terminate the negotiations at any time without being liable to pay compensation.
- 4.2. If a request by Collé is incomplete, contradictory or contains apparent errors, the Contractor must report this immediately and in writing before submitting a quotation or commencing execution.

- 4.3. Information and documentation provided by Collé in the context of a request must either be returned or removed, free of charge and immediately on request, if no Agreement is concluded.
- 4.4. An Agreement is only concluded after written acceptance by an authorised representative of Collé. Verbal commitments, supplementary arrangements or deviations from these terms and conditions are binding on Collé only if and insofar as they have been confirmed in writing by an authorised person on behalf of Collé.
- 4.5. Tacit consent or actual execution by Collé does not constitute acceptance and creates no obligations.
- 4.6. As long as the Contractor has not commenced execution, Collé may terminate the Agreement extrajudicially. In this regard, Collé will only reimburse direct costs demonstrable in writing and unavoidably incurred by the Contractor, insofar as these are reasonable. Any other form of compensation is excluded.
- 4.7. The Contractor must immediately and in writing report any circumstance that may affect or prevent performance. Collé may take measures or require changes to be made to the Agreement at the Contractor's expense. In that case, Collé will also be entitled to terminate the Agreement extrajudicially, without being liable for compensation.

Article 5 - Obligations of the Contractor

- 5.1. **General:** The Contractor must execute the Agreement in accordance with all applicable national and European laws and regulations, the Collé Business Partners Code of Conduct and generally accepted standards of care and quality. This includes, among other things, compliance with:
 - a) labour, tax and social legislation (including vicarious tax liability and applicable CLAs, where applicable);
 - b) construction, environmental and safety regulations (including Occupational Health & Safety, CE marking, NEN/ISO standards and the use of PPE: REACH (1907/2006/EC) and RoHS (2011/65/EU); WEEE; Battery Regulation);
 - c) legislation on privacy and data protection;
 - d) sanctions legislation, trade restrictions, laws and regulations regarding import and export compliance (including correct Commodity Code, customs value and origin), as well as integrity and anti-corruption (including competition law and anti-bribery rules).
- 5.2. **Quality and guarantees:** The Contractor guarantees that the Goods and Performances delivered
 - a) comply with the agreed specifications and statutory conformity requirements, including the repair of visible and hidden defects within a reasonable time;
 - b) are fit for the intended use and free from defects and third-party rights (including intellectual property rights);
 - c) where applicable, bear a valid CE marking and are accompanied by a correct EU Declaration of Conformity and all legally required documentation, whereby a complete technical dossier is available (from a holder/authorised representative established in the EU) – regardless of whether the Contractor qualifies as a 'manufacturer' within the meaning of European laws and regulations;
 - d) are delivered in accordance with the applicable quality and safety standards.
- 5.3. **Delivery:** Delivery of Goods takes place in accordance with the agreed Incoterms. If no Incoterms have been agreed, DDP (Incoterms® 2020) applies at the location designated by Collé. In the event that the Contractor performs customs clearance, it is obliged to provide all relevant customs documentation immediately on request of Collé, including, but not limited to, a copy of the import declaration and proof of release by Customs. In the event that the Contractor performs the customs clearance, the Contractor must fully indemnify Collé against all claims by customs and the tax authorities (including customs duties, import VAT, anti-dumping duties and fines) arising from the import declaration, regardless of the cause thereof, unless these are the demonstrable result of incorrect information provided exclusively by Collé. The Contractor must notify any delays in a timely manner and obtain prior written consent for partial deliveries. Delivery is not completed until the performance has been carried out fully and in accordance with the Agreement. Ownership of the properties passes to Collé upon the first of the following events: (i) full payment by Collé or (ii) actual delivery in accordance with the Agreement, unless the Parties have agreed otherwise in writing.
- 5.4. **Cooperation, documentation, reporting obligations and audits:** The Contractor must provide, at the request of Collé, all data and documentation reasonably necessary to establish compliance with the Agreement, the GTCP, the Business Partner Code of Conduct of Collé and applicable laws and regulations (including, but not limited to, safety and sustainability legislation, sanctions legislation and import and export compliance). The Contractor must provide all reasonable cooperation to Collé to enable Collé to comply with its statutory and contractual obligations, including, but not limited to, obligations under laws and regulations regarding sustainability, product safety and supply chain transparency (such as CSRD). The Contractor must immediately notify Collé of any circumstance of which it knows or should reasonably know that it may lead to (imminent) non-compliance with applicable laws and regulations or with the Agreement. Collé is entitled to conduct (or have conducted) an audit at the Contractor to verify compliance with the provisions of this article. The Contractor must ensure that its management, employees and any third parties engaged by it comply with the provisions of this article and the Business Partners Code of Conduct.

- 5.5. **Privacy and Data Protection:** Insofar as the Contractor processes personal data in the context of the execution of the Agreement, it must comply with all applicable laws and regulations regarding privacy and data protection. The Contractor indemnifies Collé against claims from third parties and/or supervisory authorities arising from a breach of these obligations by the Contractor.
- 5.6. **Liability and indemnification:** The Contractor is fully liable for all direct and indirect damages, losses or claims of Collé or third parties arising from non-compliance with this article and indemnifies Collé against such claims.
- 5.7. **Non-solicitation clause:** If the Contractor delivers a Performance for a client of Collé, it will not contact that client directly or indirectly without the written consent of Collé. In the event of a breach of the above, the Contractor forfeits an immediately due and payable penalty of € 15,000, without prejudice to the right of Collé to full compensation.

Article 6 - Corporate Social Responsibility and Code of Conduct

- 6.1. The Contractor respects integrity, transparency, sustainability, the environment, human rights and workers' rights throughout the chain and conforms to the Business Partner Code of Conduct of Collé. A breach may lead to suspension or immediate dissolution of the Agreement, without prejudice to the right of Collé to compensation.
- 6.2. Upon request, the Contractor must provide within 30 days, free of charge, current and accurate information regarding environmental, social and governance indicators, which in any case includes:
 - a) environmental: carbon footprint (scope 1, 2 and, where available, 3), energy and water consumption, waste streams, circularity measures;
 - b) social: working conditions, health and safety, diversity and inclusion, respect for human rights and supply chain due diligence;
 - c) governance: anti-corruption policy, whistleblowers' scheme, ethics and transparency rules, management structure and risk management.
- 6.3. Both prior to and during the execution of the Agreement, the Contractor is obliged to provide its full cooperation with any accreditation, qualification and/or compliance checks to be carried out by or on behalf of Collé.

Article 7 - Termijnen, levering, controle en goedkeuring

- 7.1. The agreed deadlines are final. Exceeding these causes the Contractor to be in immediate default, without prior notice of default being required.
- 7.2. As soon as the Contractor is of the opinion that the Performance has been completed, it must notify Collé thereof in writing. Collé will notify within fourteen (14) days after receipt of the Performance whether there are any visible defects. Commissioning or the absence of explicit acceptance by Collé will not be considered (tacit) acceptance.
- 7.3. For each calendar day of delay, the Contractor will owe an immediately due and payable penalty of 0.5% of the total contract sum, subject to a maximum of 25%. This does not affect the right of Collé to additional compensation.
- 7.4. Insofar as the nature of the Performance to be delivered does not oppose this, Collé is entitled to require a written monthly progress report, to monitor the execution of the Performance, to inspect locations and, if reasonably necessary, to conduct audits (or to have these conducted). The Contractor must provide full cooperation in this regard.

Article 8 - Changes and contract variations

- 8.1. Collé may at any time require changes to be made in the nature, scope or execution of the Performance. Prior to execution, the Contractor must provide a written estimate of the impact on price, work and/or deadlines, including a justification. The Contractor only carries out the change after written confirmation by Collé.
- 8.2. Contract extras are only permitted and billable, subject to a written and advance instruction from Collé. Changes or contract extras do not affect any other terms of the Agreement.
- 8.3. The Contractor must immediately notify Collé in writing of all necessary changes or improvements which, in its opinion, are required for the proper execution of the Agreement. The Contractor does not implement any changes without the prior written consent of Collé.
- 8.4. If, in the reasoned opinion of the Contractor, the circumstances referred to in paragraph 3 affect the agreed (fixed) price, work and/or deadlines, the Contractor must immediately notify Collé thereof, but no later than within eight (8) days after it has become aware of the circumstance. In doing so, the Contractor must provide a reasoned overview of the expected changes and the consequences thereof.

Article 9 - Price

- 9.1. The agreed price is fixed and binding throughout the term of the Agreement and may not be unilaterally amended or increased by the Contractor, regardless of changes in currency, wages, raw materials, freight rates, levies, customs duties or other costs.
- 9.2. Unless expressly agreed otherwise in writing, the price is deemed to include:
 - a. all taxes, import duties, levies and excise duties payable in respect of the delivery;
 - b. Charges and all other levies or costs incurred when applying for permits;
 - c. Fees for the use of intellectual and industrial property rights;
 - d. All costs related to or arising from the delivery of the agreed Performance;
 - e. The costs of packaging, transport, storage, insurance, premiums, on-site installation and commissioning. This also applies to Goods made available by Collé;
 - f. All other costs charged to the Contractor by virtue of the Agreement or

these GTOC;

g. Everything needed for the proper execution of the Agreement, taking into account applicable standards, regulations and the requirements of good workmanship, even if not expressly mentioned in the Agreement.

Article 10 - Invoicing and payment

- 10.1. Invoices must be submitted electronically only, to the billing address designated by Collé. As long as invoices do not meet the requirements set out in this article, Collé is not obliged to pay.
- 10.2. The Contractor may only invoice after full and correct delivery or execution of the Performance, unless agreed otherwise in writing. Payment will be made within thirty (30) days after receipt of a correct invoice and acceptance of the Performance by Collé.
- 10.3. The Contractor must, in any event, clearly and comprehensively state the following information on the dated and numbered invoices, which must at all times comply with the Dutch Turnover Tax Act 1968 [Wet op de Omzetbelasting 1968]:
 - a. The, where applicable, contract number (purchase number) of Collé and that of the Contractor relating to the work;
 - b. The name, address and place of residence or business of the Contractor;
 - c. The work and the place(s) of execution to which the invoice relates;
 - d. The period and the performance to which the invoice relates;
 - e. The term number;
 - f. The name and registration number of the social security administration agency where the Contractor is registered;
 - g. The Contractor's payroll tax number;
 - h. Reference to "VAT reverse charge mechanism", if applicable to the Agreement, together with the VAT number;
 - i. The Contractor's IBAN (international bank account number);
 - j. The wage costs, if applicable;
 - k. The time sheets signed by Collé, if applicable.
- 10.4. Collé owes no interest on invoices, unless expressly agreed otherwise in writing.
- 10.5. Exceeding the payment term does not entitle the Contractor to dissolve the Agreement, suspend its obligations or exercise any right of security or retention.
- 10.6. Collé is entitled to set off amounts owed by it against claims it has against the Contractor, regardless of the legal basis and/or whether these claims are due, denominated in another currency or not easily ascertainable. The Contractor's reliance on Article 6:136 of the Dutch Civil Code [Burgerlijk Wetboek, or BW] is excluded.

Article 11 - Default, dissolution and termination

- 11.1. Any failure by the Contractor to perform its obligations entitles Collé to dissolve the Agreement in whole or in part, without prior notice of default or judicial intervention, by means of written notice, without prejudice to the right to compensation or other rights under the law or the Agreement. The Parties exclude the application of the "unless" provision referred to in Article 6:265 of the Dutch Civil Code.
- 11.2. In the event of:
 - a. (a petition for) bankruptcy, suspension of payments, admission under the Dutch Debt Restructuring (Natural Persons) Act [Wet schuldsanering natuurlijke personen, or WSNP] or liquidation of the Contractor;
 - b. attachment of assets of the Contractor;
 - c. change in ownership or control structures which, in the opinion of Collé, entail a substantial risk;
 - d. negative publicity, criminal investigation or other objectively ascertainable circumstances that could substantially harm the reputation or business operations of Collé;
 Collé may dissolve the Agreement extrajudicially, with immediate effect and without being liable to pay any compensation.
- 11.3. Collé is entitled to prematurely terminate the Agreement in whole or in part. In that case, the Contractor will solely be entitled to compensation for work already demonstrably and reasonably performed and costs incurred, without entitlement to additional compensation (for damages).
- 11.4. Upon request, the Contractor must immediately draw up an up-to-date Continuity and Transition Plan, which in any case includes organisational structure and key persons, critical processes and systems, emergency and recovery procedures, fall-back provisions (minimum 90 days) and data/knowledge/documentation transfer. All costs thereof will be payable by the Contractor.
- 11.5. In the event of (impending) bankruptcy, suspension of payments or other discontinuity of the Contractor, Collé may activate the Continuity Plan and take temporary measures, including:
 - a. deployment of own employees or third parties as replacements;
 - b. use of materials and procedures deposited in escrow;
 - c. access to systems, facilities and documentation.
 The Contractor must provide full cooperation in this regard, free of charge, to ensure continuity and quality.

Article 12 - Warranty – conformity

- 12.1. The Contractor guarantees that the Goods or Performances delivered, including the accompanying documentation:
 - (i) fully comply with the Agreement, the agreed specifications and characteristics, as well as with the customary requirements of soundness and suitability;
 - (ii) comply with all applicable statutory and other regulations, guidelines and standards, including, where applicable, (CEE) inspections, health and safety guidelines and operating instructions; and
 - (iii) comply with all applicable government regulations in the Netherlands

and in the country of destination, insofar as this was known or could reasonably have been known by or on behalf of the Contractor; and (iv) benefit from support through active information provision from the Contractor regarding (product) safety, necessary (software) updates, mandatory modifications and (preventive) recalls, throughout their technical lifespan. The Contractor is obliged to immediately notify Collé in writing as soon as facts or circumstances become known to the Contractor that could lead to an unsafe condition or a defect in the properties delivered. In the event of a recall or necessary modification, the Contractor must, at its expense and in consultation with Collé, arrange for repair, replacement or adjustment, in such a way that the operational availability of the machines for Collé and its customers remains guaranteed.

All costs, damage, loss and/or fines arising from non-compliance with these obligations will be payable entirely by the Contractor.

- 12.2. Unless agreed otherwise in writing, the warranty period is five (5) years, commencing on the date of actual delivery to Collé. If the Contractor applies a longer warranty period or obtains one from its suppliers, that longer period will apply in full to Collé. Even after the warranty period has expired, Collé can still submit any claims based on hidden defects in accordance with statutory conformity regulations. If the Goods are intended for processing by Collé into installations or systems, the warranty period will commence only upon delivery of those installations or systems. After repair or replacement, a new warranty period commences for the repaired or replaced part in each case, without any limitation to the original warranty on the remaining parts/Performances/Goods.
- 12.3. Defects that manifest themselves during the warranty period or the statutory conformity period will be deemed to have been present upon delivery by the Contractor, unless the Contractor proves that the defect is due to normal wear and tear or fault on the part of Collé. The Contractor is not entitled to invoke force majeure in connection with its obligations under the warranty.
- 12.4. Defects must be repaired or replaced by the Contractor without delay, entirely free of charge, or, in the case of Performances, be re-performed, at the discretion of Collé. Alternatively, Collé may opt to dissolve the Agreement.
- 12.5. If a defect or fault is discovered, the Contractor must immediately take all reasonable measures to prevent further damage or loss and limit the consequences of the defect. Collé may require the Contractor to provide a plan of action within five (5) days, containing any remedial measures to be taken and the schedule. All costs arising from this will be payable by the Contractor.
- 12.6. If the Contractor fails to proceed to repair or replacement in a timely manner, Collé will be entitled to do so itself (or have this done by third parties), at the risk and expense of the Contractor.
- 12.7. Collé may retain or store defective Goods, parts or results for investigation into the cause of the defect. If these perish before the defect is established, this will be at the risk and expense of the Contractor.

Article 13 - Intellectual and industrial property rights, rights to drawings, etc.

- 13.1. The Contractor guarantees that the execution and normal use of the delivered Performances do not infringe upon any third-party intellectual or industrial property rights and fully indemnifies Collé against all claims and costs arising therefrom.
- 13.2. All rights to works, designs, drawings, specifications, calculations, software, documentation and other materials developed by or for Collé accrue to Collé from the moment of creation. Insofar as the statutory transfer of these rights requires a deed, the Contractor must cooperate in the drafting and signing thereof immediately on request, unconditionally and free of charge.
- 13.3. Insofar as a transfer is not (yet) possible under the applicable law, the Contractor hereby grants Collé a worldwide, exclusive and irrevocable licence (with the right to sub-licence) to all intellectual property rights relating to the Performances delivered. The fee for this licence is included in the agreed price.
- 13.4. Properties and information made available by Collé (including drawings, documentation, samples and models) remain the property of Collé, can only be used for the execution of the Agreement and may not be made available to third parties without the written consent of Collé.
- 13.5. The Contractor is obliged to return in full all properties, works and documentation referred to in this article to Collé immediately on request, and in any event upon termination of the Agreement, free of charge.
- 13.6. The Contractor must immediately notify Collé of (possible) third-party infringements of intellectual property rights of Collé and provide all cooperation to protect these rights.
- 13.7. Unless agreed otherwise in writing, the Contractor grants Collé a non-exclusive, worldwide and royalty-free licence to use photos and images of the machines and/or parts delivered for commercial, promotional and informational purposes, including use thereof on websites, social media and other marketing and communication materials. Collé is entitled to edit these images to a reasonable extent, including adjusting their colour and configuration to correspond with the actual machine or part delivered, as well as adding the logo and/or trade name of Collé. The Contractor will not object, to the extent permitted by law, to such use or such adjustments and refrain from claiming any (additional) compensation (for damages) in this regard. The Contractor warrants that it is authorised to grant the licence referred to in this article and indemnifies Collé against third-party claims for

(alleged) infringement of intellectual property rights in connection with the use of images in accordance with this article.

Article 14 - Confidentiality

- 14.1. The Contractor must keep the existence and content of requests for quotations, offers and Agreements with Collé, as well as all information, know-how, drawings, specifications and documentation provided by or on behalf of Collé or produced in the context of the execution, strictly confidential. These must be used for the execution of the Agreement only and may not be provided to third parties or made public without the prior written consent of Collé.
- 14.2. The Contractor obligates all third parties involved in the execution to the same confidentiality in writing and ensures they sign the non-disclosure agreements submitted by Collé.
- 14.3. All confidential information and data carriers as referred to in this article must be returned to Collé and disposed of fully, free of charge, immediately on request of Collé and in any event upon termination of the Agreement.
- 14.4. Without prior written consent from Collé, the Contractor is not permitted to give any publicity to the execution of the Agreement, to associate itself with Collé to third parties or to use the name or logo of Collé.
- 14.5. During the term of the Agreement and for one (1) year thereafter, the Contractor may not employ, contact or make an offer to employ any employees of Collé or to directly or indirectly enter into any other business relationship with them, unless Collé has given prior written consent to do so.
- 14.6. The obligations under this article apply during the term of the Agreement and will remain in force thereafter as long as the relevant information is confidential by its nature.

Article 15 - Waiver of right

- 15.1. The fact that a party fails or neglects to immediately exercise a right under this Agreement or under the law, or to demand strict compliance with any obligation, does not mean that that party waives that right. A waiver of any right or claim is only valid if expressly recorded in writing.

Article 16 - Transfer, third parties

- 16.1. In urgent cases or in the event of (imminent) non-performance, Collé may have the execution performed wholly or partially by a third party, at the risk and expense of the Contractor, without prejudice to its obligations and liability under the Agreement. In that case, Collé may also require the Contractor to engage a third party or subcontractor itself for the (further) execution of the Agreement.
- 16.2. The Contractor is liable for the acts and omissions of subcontractors and third parties engaged by it as if they were its own. The Contractor must ensure that they comply with all obligations under the Agreement and that Collé can exercise its rights against them as well.

Article 17 - Liability

- 17.1. Collé is not liable for any damage or loss of any nature whatsoever, direct or indirect, consequential damage or loss or direct trading loss, nor for damage to properties or injury to persons being suffered or having been suffered by the Contractor or third parties, except in the case of intent or willful recklessness on the part of Collé.
- 17.2. The Contractor is fully liable for all damage or loss suffered by Collé (including its employees / subordinates) and/or third parties as a result of a failure to perform the Agreement or a wrongful act by the Contractor, its personnel or any third parties engaged by it.
- 17.3. The Contractor must indemnify Collé against all claims from third parties, including end customers, suppliers or third parties engaged by Collé, in connection with or as a result of the Contractor failing in its actions.
- 17.4. If the Goods supplied by the Contractor are defective, the Contractor will be liable for all damage, loss or injury resulting therefrom, including personal injury, property damage and financial loss, regardless of whether such damage, loss or injury was caused by the Goods themselves, the tools or materials used in the delivery or by acts or omissions of the Contractor, its subordinates or third parties engaged by it. The Contractor fully indemnifies Collé and its clients against all third-party claims in this regard.
- 17.5. Any claim of the Contractor against Collé arising from or in connection with the Agreement will lapse after twelve (12) months from the date the claim became due and payable.

Article 18 - Insurance

- 18.1. The Contractor is obliged to adequately insure itself and keep itself insured, at its expense, for its liability towards Collé and third parties, which must in any event include professional liability, product liability and third-party liability insurance. The Contractor must provide Collé with copies of the policy, policy conditions and a recent statement of cover from the insurer, immediately on request. The Contractor further guarantees to properly comply with all provisions arising from the policy (conditions).
- 18.2. The Contractor must at all times maintain general business liability insurance with an insured amount of at least EUR 5,000,000 (five million Euros) per event. Insofar as a Contractor keeps, operates, makes available, rents out or otherwise allows motor vehicles to participate in traffic in the Netherlands in the context of (the execution of) the Agreement, the general business liability insurance must also provide for insurance in excess of the cover provided under the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidverzekering motorrijtuigen, or WAM], to at least the same amount.
- 18.3. If the Contractor holds properties belonging to Collé (for example, for

storage, maintenance or processing) or leases properties to Collé, the Contractor must ensure that such properties are insured fully comprehensively for the period during which they are in their custody or owned by them.

- 18.4. Collé has the right to demand that Collé be listed in the insurance policy or policies as co-insured, client and beneficiary, with the simultaneous waiver by the insurers of the right of recourse against Collé, as well as that the insurers have the right to directly indemnify Collé and/or third parties designated by it.
- 18.5. The insurance policies taken out by the Contractor must constitute primary coverage; the existence of other insurance policies on the part of Collé will not alter this.

Article 19 - Cybersecurity and Information Security

- 19.1. **Duty of care:** The Contractor guarantees that it has taken appropriate technical and organisational measures to ensure the integrity and security of its IT systems, communication channels and the Goods and Performances delivered by it. These measures must be specifically aimed at preventing unauthorised access, data breaches, malware and cyber incidents.
- 19.2. **Identity Fraud and Spoofing:** The Contractor must ensure adequate security of its communications (including email traffic) to prevent third parties from falsely representing themselves to Collé as (an employee of) the Contractor or vice versa. The Contractor is responsible for instructing its personnel about the risks of phishing and other forms of social engineering.
- 19.3. **Verification of payment details:** The Parties agree that changes to bank account numbers or other critical (payment) information are only legally valid if confirmed in writing via a pre-agreed, verified method. The Contractor accepts liability for damage or loss if Collé makes payments to an incorrect account number as a result of inadequate security on the part of the Contractor.
- 19.4. **Digital security of Goods:** Insofar as the properties delivered are provided with software, firmware or digital interfaces, the Contractor guarantees that these are free from known vulnerabilities and backdoors. The Contractor is obliged to make relevant security updates immediately available during the service life of the machine.
- 19.5. **Mandatory incident reporting:** The Contractor must immediately notify Collé (but no later than within 24 hours) if a cybersecurity incident has occurred that may impact the security of the delivered machines, the confidentiality of the data exchanged between the parties, the reliability of mutual communication or any other negative impact on Collé.

Article 20 - Applicable law, competent court and transfer

- 20.1. These GTC and the Agreement(s) with the Contractor are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) and other conventions regarding the international sale of movable properties is expressly excluded.
- 20.2. All disputes arising from or relating to the GTC or Agreement will:
- if the Contractor is established within the European Union or in a State party to the Lugano Convention (Norway, Iceland, Switzerland), the dispute will be settled exclusively by the competent court of the District Court of Limburg, Maastricht location, without prejudice to the right of Collé to summon the Contractor before the competent court of the place where the Contractor is established;
 - if the Contractor is established outside the European Union and is not a party to the Lugano Convention, the proceedings will be settled in accordance with the Rules of Arbitration of the Netherlands Arbitration Institute.
- The arbitration tribunal consists of one arbitrator, unless the value of the dispute (excluding interest and costs) exceeds € 1,500,000 (one and a half million Euros), in which case the arbitration tribunal consists of three arbitrators.
- The place of arbitration is Amsterdam, the Netherlands.
The proceedings will be conducted in English.
- 20.3. The Contractor may not transfer, encumber or subcontract the Agreement or any rights and obligations arising therefrom without the prior written consent of Collé, except for mandatory exceptions as referred to in Article 3:83, paragraph 2 of the Dutch Civil Code. An exception to this is that part of the Agreement referring to the outsourcing or engagement of third parties in the Agreement or the specification. Consent from Collé does not affect the obligations of the Contractor. The Contractor must impose on third parties engaged by it at least the same obligations as those included in these GTC and the Agreement.

PART II

SPECIAL PROVISIONS RELATING TO THE DELIVERY OF GOODS

In addition to Part (I), Part II also applies to the delivery of Goods.

Article 21 - Quality and description of the Goods to be delivered

The Goods to be delivered and accompanying documentation must:

- In terms of quantity, description and quality, be in accordance with the provisions stipulated in the Agreement;
- In all respects, correspond to and comply with the applicable specifications;
- Be accompanied by the necessary instructions to Collé or its personnel, so that they can make independent use of the Goods delivered;
- Be made of sound new materials and show proper workmanship;
- Be suitable for the purpose for which they are intended;
- Manufactured from parts and raw materials whose origin is traceable;

- Not contain asbestos or other carcinogenic substances, or otherwise pose risks to health;
- Be accompanied by the necessary and legally required documents, such as packing lists, (warranty or quality) certificates, documentary evidence, drawings, instruction manuals, spare parts lists and maintenance instructions;
- In all respects, be compliant with the applicable legal requirements, regulations and European directives (such as the CE and EMC marking) (of the country of destination) with regard to design, composition and quality;
- Be provided with a type, serial and device number and an indication of the country of origin by means of an adequate mark from the manufacturer. If this is not possible, the packaging of the delivery must be provided with such markings;
- Be accompanied by invoices which, in addition to the date, invoice number and order number, also state the name of the manufacturer and importer, as well as the type, serial and device numbers.

Article 22 - Inspection and testing

- 22.1 Collé, like its client(s), has the right to inspect and check the production, assembly and delivery of the Goods at any location (or arrange for this) and to inspect or test semi-finished or finished products, whether by sampling or otherwise, either before or after delivery (or arrange for this). Inspection, testing or (partial) approval does not relieve the Contractor of any obligation under the Agreement or the law and can never be raised as a defence against a claim by Collé.
- 22.2 The costs associated with inspection and testing prior to delivery will be payable by the Contractor if objectively ascertainable deficiencies are established. Collé may also require the Contractor, at its expense, to provide production and/or confirmation samples.
- 22.3 In the event of rejection, Collé will notify the Contractor thereof as soon as possible after discovery. Collé has the right to return the rejected Goods at the Contractor's risk and expense or to retain them until the Contractor disposes of them. Collé may demand prompt repair or replacement, without prejudice to its right to compensation.

Article 23 - Packaging, transport, storage and installation

- 23.1 The Contractor must ensure proper and, to the extent reasonably possible, environmentally friendly packaging and transport of the Goods, in accordance with all applicable laws and regulations and prevailing industry standards. The Contractor will be liable for damage or loss resulting from insufficient or defective packaging or transport.
- 23.2 If Collé is unable to take delivery of the Goods at the agreed time, the Contractor must hold the Goods in its custody clearly identifiable, separated and designated for Collé, take appropriate measures to prevent deterioration of quality and ensure secure storage. Collé will only reimburse reasonable and demonstrably incurred costs of this additional storage.

Article 24 - Transfer of ownership and risk

- 24.1 The risk of loss, damage or theft of the Goods passes to Collé in accordance with the agreed Incoterms. Acceptance by Collé relates solely to the assessment of conformity pertaining to the Goods delivered and does not affect the transfer of risk.
- 24.2 Ownership of the Goods passes to Collé upon actual delivery, unless Collé has made advance payments; in that case, ownership passes upon manufacture of the Goods. The Contractor must immediately and permanently identify the Goods as the property of Collé and ensure their recognisability and separate storage. The Contractor guarantees that it transfers full and unencumbered ownership.
- 24.3 Goods delivered by Collé to the Contractor for repair, modification or processing remain entirely at the risk of the Contractor during that period. The Contractor waives any right of retention with respect to these Goods.
- 24.3 If Goods are definitively rejected, returned or not accepted, ownership and risk of these Goods will be deemed never to have passed to Collé.