

General Purchasing Conditions of Koninklijke van Twist (KVT)



TRANSLATION of the "Algemene voorwaarden van KVT voor de verkoop en levering van producten en diensten". Only the Dutch text of these conditions is authentic. In case of ambiguities or doubts as to the meaning of a certain part or paragraph or differences with the Dutch text, the Dutch text will be decisive.

Article 1. Definitions

In these General Purchasing Conditions, the following definitions are used:

1.1 Proposal: written offer from Supplier.

1.2 Purchase Order: a document with an order that has been signed by a valid and authorized representative of Koninklijke van Twist, located in Dordrecht, hereinafter referred to as "KVT."

1.3 Agreement: all agreements, including these General Purchasing Conditions, between KVT and Supplier regarding the purchase of goods and/or the provision of services by KVT from Supplier, as well as any other Assignment that KVT provides to Supplier, as well as all (legal) acts related thereto.

1.4 Supplier: the party that supplies goods to KVT, provides services for it, and/or has agreed with KVT to do so, as well as the party to whom KVT has issued an Assignment, for whatever reason.

Article 2. Applicability

2.1 These General Purchasing Conditions apply to all Requests, Quotations, Proposals, Orders, Purchase Order(s), Order Confirmations, Agreements, and other legal actions related to the supply of goods, provision of services, execution of Assignments, and performance of other work by Supplier to KVT.

2.2 The applicability of any General Terms and Conditions used by Supplier is expressly excluded and/or expressly rejected unless otherwise agreed in writing between the parties. In the latter case, if there is a conflict between these General Purchasing Conditions and the General Terms and Conditions used by Supplier, these General Purchasing Conditions shall prevail.

2.3 If Supplier engages third parties in the execution of an Agreement, such as a subcontractor, supplier, etc., Supplier shall ensure that they are also bound by these General Purchasing Conditions.

2.4 If any provision of these General Purchasing Conditions is null and void or declared void, the

other provisions of these General Purchasing Conditions shall remain in full force.

2.5 Deviations from these General Purchasing Conditions can only be agreed upon in writing.

2.6 In case of a conflict between provisions in these General Purchasing Conditions and (other) provisions in the Agreement, the (other) provisions in the Agreement shall prevail. Supplier shall always comply with the Terms and Conditions, including but not limited to technical or administrative provisions in the Agreement, project-specific conditions, and/or specifications, as agreed between KVT and its client. The aforementioned Terms and Conditions take precedence over Supplier's Terms and Conditions, to the extent applicable.

Article 3. Proposal and Conclusion of Agreement

3.1 A Proposal is considered an irrevocable offer from Supplier. The offers received by KVT are binding for the period specified in the offer, but for a minimum of 60 days.

3.2 An Agreement is only concluded between Supplier and KVT if KVT has accepted a Proposal from Supplier in writing and explicitly or has sent a written confirmation to Supplier.

3.3 All costs associated with preparing a Proposal are at the expense of Supplier.

3.4 If, in the execution of the Agreement, use is made of drawings, models, specifications, instructions, inspection regulations, and the like provided or approved by KVT, these shall form part of this Agreement.

Article 4. Purchase Order

4.1 A Purchase Order is binding on KVT only if it is signed by a representative of KVT who is authorized to do so.

4.2 A Purchase Order must always include: order number, order date, delivery date, contact information, payment conditions, the name of the purchaser, and the date of the order.

4.3 Supplier may not process an order from KVT without the aforementioned information.

Article 5. Prices, Extra Work, and Less Work

5.1 The prices, rates, and fees mentioned in the Purchase Order or Agreement are fixed and inclusive of all costs and levies related to the performance of Supplier's obligations unless otherwise agreed in writing.

5.2 If Supplier exercises an agreed or legally authorized power to increase prices, KVT is entitled to terminate the Agreement between Supplier and KVT immediately without notice and without being liable for damages.

5.3 The agreed price is fixed in euros, excluding value-added tax.

5.4 KVT will only pay for extra work approved in writing by KVT.

5.5 In the case of extra work, Supplier shall submit an offer specifying the consequences of the extra work for the price, the performance of the obligations under the Agreement, and any implications for the schedule, in a clear and transparent manner.

5.6 In the case of less work, this will be fully charged to KVT. This does not affect the obligation of Supplier to promptly inform KVT of circumstances that could lead to less work and to engage in consultation.

Article 6. Packaging

6.1 Supplier shall ensure proper, safe, and environmentally friendly packaging and transportation of goods in such a way that they reach the place of delivery in good condition, and unloading can be safely carried out there. Supplier is responsible for ensuring that packaging and transportation regulations are complied with, both by itself and by carriers contracted on its behalf.

6.2 Supplier is liable for all damages resulting from improper or inadequate packaging.

6.3 Packaging, transportation, storage, and processing of the delivery must comply with applicable laws and regulations concerning safety, environment, and working conditions.

Article 7. Delivery

7.1 Delivery of goods and services must be made in the manner, place, and time specified in the Purchase Order or Agreement.

7.2 The delivery date, dates, or term(s) specified in the Purchase Order or Agreement are considered strict and final and apply to the entire delivery, including the accompanying drawings or other

documents. If circumstances arise that could lead to a delay in meeting an agreed delivery date, dates, or term(s), Supplier must promptly notify KVT thereof. If Supplier exceeds any agreed delivery date, dates, or term(s), KVT is entitled to impose a penalty on Supplier without prior notice of 1% of the price of the delivery per calendar week or part of a calendar week of delay, up to a maximum of 10%, which will become immediately due and payable on the date of imposition. Imposing, collecting, or offsetting this penalty does not affect KVT's right to performance, damages, and termination.

7.3 Unless otherwise agreed in writing, Supplier is not entitled to make partial deliveries. If partial deliveries are agreed, for the purposes of these General Purchasing Conditions, a partial delivery is also considered a delivery.

7.4 Delivery is completed when the goods have been received by or on behalf of KVT and have been signed for delivery in writing by KVT. The signing and/or approval by KVT does not preclude the possibility of the delivered goods being rejected in accordance with Article 9 of these General Purchasing Conditions. The provision of services is completed when KVT has confirmed in writing that the services have been performed or has approved the services in writing. Furthermore, Supplier cannot derive any rights from the signing and/or approval mentioned in the first sentence of this article, and the signing and/or approval does not prevent KVT from exercising its rights (including, but not limited to, rights arising from Supplier's failure to perform).

7.5 Supplier is not authorized to suspend its delivery obligation and/or the performance of services in case KVT fails to fulfill (one of) its obligations.

7.6 The Supplier is obligated to adhere to KVT's working hours and schedules, including any timely indicated changes therein, and must organize their activities in such a way that disruption of KVT's operations does not occur or is minimal.

Article 8. Risk and Transfer of Ownership

8.1 The delivery is at the risk of the Supplier until it has arrived at the agreed place of delivery and has been accepted in writing by KVT by an authorized person, mentioning their name, unless otherwise agreed or the goods are rejected by KVT during or after delivery (pursuant to Article 9 of these General Purchasing Conditions). The ownership of the delivery transfers to KVT at the moment of delivery. Models, stamps, dies, molds, forms, gauges, drawings, software, and the like, which the

Supplier purchases or manufactures for the purpose of the delivery, are deemed to be made available to the Supplier by KVT at the moment these items are delivered to the Supplier or manufactured by them. If KVT provides or is deemed to have provided goods to the Supplier for the purpose of the delivery, these goods will remain or become the property of KVT, and the Supplier is obliged to clearly mark these goods as the property of KVT and provide KVT with an ownership declaration upon request. Items created through combination, blending, or otherwise become the property of KVT at the moment of their creation. The Supplier is considered to have shaped the items for KVT and will hold these new items as the property of KVT and provide an ownership declaration to KVT upon request. The Supplier guarantees the unencumbered ownership of the items.

8.2 The Supplier waives all rights and powers that may be granted to them under retention of title or the right of lien.

8.3 The Supplier is responsible for insuring against transport damage.

Article 9. Acceptance and Rejection

9.1 KVT is entitled at all times to subject the delivered (or to be delivered) goods to an inspection within a reasonable period or to examine whether delivered services are in accordance with the Purchase Order or Agreement and these General Purchasing Conditions. The Supplier is obliged to fully cooperate with this.

9.2 In case of rejection, KVT will notify the Supplier accordingly. KVT will store the rejected goods at the expense and risk of the Supplier. If the Supplier does not retrieve these goods within 14 days after KVT has informed them that the delivered goods have been rejected, KVT may return these goods to the Supplier at their expense and risk without the Supplier's consent. If the Supplier refuses to accept the goods, KVT may store, sell, or destroy these goods at the expense and risk of the Supplier.

9.3 The Supplier cannot derive any rights from the results of an inspection or examination as referred to in Article 9.1 of these Conditions or the absence thereof.

9.4 KVT is never bound by any deadline set by the Supplier within which KVT must declare that the delivered goods have been rejected or within which KVT must lodge a complaint.

Article 10. Quality and Nature of the Delivery

10.1 The Supplier guarantees that the delivery:

- a. for the delivery of goods, is of good quality and free from defects and, in the case of services, is carried out by skilled personnel using new materials;
- b. is entirely in accordance with the provisions of the Purchase Order or Agreement, the specified specifications, and KVT's reasonable expectations regarding the characteristics, quality, and reliability of the delivery;
- c. is suitable for the purpose for which the delivery is intended, either by its nature or as indicated in the Purchase Order;
- d. complies with the applicable legal requirements in the Netherlands and other relevant (international) government regulations;
- e. complies with the usual standards and practices in the relevant trade or industry;
- f. conforms to the legal European directives with respect to CE marking or the EC declaration of conformity for machines/safety components or "manufacturer's declaration"; g. The Supplier shall provide the declaration of CE conformity.

10.2 If the Agreement refers to technical, safety, quality, environmental, or other regulations and documents that are not attached to the Agreement, the Supplier is deemed to be aware of them unless they promptly inform KVT to the contrary in writing. KVT will then provide the Supplier with further information on these regulations and documents.

10.3 The Supplier will actively strive to minimize the environmental impact of their products, raw materials, and auxiliary materials. Activities that may negatively impact the environment, such as emissions to air, water, or soil, must be reported in advance.

10.4 The Supplier is responsible for obtaining, at their own expense, the permits, licenses, or licenses required for the execution of the Agreement and for compliance with the conditions set out therein.

10.5 The Supplier and their employees or third parties engaged by them must comply with safety and environmental regulations established by the government and must also adhere to local regulations, instructions, and guidelines regarding safety, the environment, and control.

Article 11. Corporate Social Responsibility

11.1 The Supplier will prioritize safety, health, respect, quality, and planning in all aspects of the Agreement.

11.2 The Supplier is expected to act in a customer-oriented, socially responsible, ethically correct, transparent, and reliable manner in all their dealings.

11.3 In addition to compliance with applicable laws and regulations, KVT expects integrity, transparency, and reliability in all aspects of its business and also expects the same from its Suppliers both nationally and internationally.

11.4 KVT expects its Suppliers to act carefully, fairly, with integrity, transparency, and reliability in their dealings with their stakeholders, including individuals, organizations, and legal entities involved in, having an interest in, or affected by their activities, both nationally and internationally.

11.5 The Supplier must refrain from conduct that is contrary to European and Dutch competition law.

11.6 The Supplier respects the protection of internationally proclaimed human rights, as described in the Universal Declaration of Human Rights of the United Nations, and complies with all international anti-discrimination provisions.

11.7 The Supplier respects the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, including the elimination of forced labor and child labor.

11.8 The Supplier adheres to the applicable general safety laws and regulations and the applicable V&G (Health and Safety) plan for the work, while maintaining their own responsibility, with the aim of achieving zero accidents.

11.9 The Supplier respects the environment and their environmental responsibilities. The Supplier will comply with all environmental laws and regulations and take measures to prevent unlawful harm to the environment.

11.10 The Supplier assesses, where applicable, environmental innovations and evaluates their suitability for use in the production process in order to continually improve in terms of the environment.

11.11 The Supplier must organize waste streams in such a way that they are focused on reuse and minimize the environmental impact.

11.12 The Supplier must take measures to keep CO2 emissions as low as reasonably possible.

11.13 KVT aims to receive CO2 Footprint reports from Suppliers according to NEN ISO-14064, preferably verified by a certifying institution. The Supplier will provide further information as requested by KVT in the context of this code of conduct. If necessary, KVT may request an audit to be conducted by a third party designated by KVT. KVT expects that both the management, employees, and all parties involved (the entire supply chain) of the Supplier will adhere to this code of conduct. The Supplier hereby commits to adhering to this code of conduct and acknowledges that non-compliance may harm its relationship with KVT.

11.14 The code of conduct, as well as KVT's policy statement, can be found on the website www.kvt.nl, under "about us/corporate social responsibility." The Supplier must familiarize itself with the content of KVT's code of conduct. The Supplier endorses this code of conduct and ensures that it or an equivalent code of conduct is followed in its organization.

Article 12. Payment

12.1 Unless otherwise agreed in the Purchase Order or Agreement, payment by KVT will be made within 30 days of receiving the invoice and accepting the delivered goods or services performed by the Supplier for KVT.

12.2 The Supplier must send each invoice to KVT, including the invoice number, invoice date, amount in euros excluding VAT, VAT amount in euros, total amount in euros including VAT, description of the delivered goods and/or services performed, KVT's purchase order number, the name of the KVT contact person, and, if applicable:

- KVT's (frame) agreement number (if no purchase order number is available);
- KVT's project number (if no purchase order number is available);
- article number;
- specific requirements arising from the Chain Liability Act (VAT shifted, use of G-account, etc.);
- the registration number of the Chamber of Commerce where the Supplier is registered.

12.3 KVT expressly reserves the right to set off due payments against any claims against the Supplier, regardless of the legal basis.

12.4 KVT is entitled to suspend payment if the Supplier fails to fulfill its obligations.

12.5 Payment by KVT does not in any way waive any rights.

12.6 Credit restriction surcharges from the Supplier are not accepted.

12.7 KVT may require a deposit or bank guarantee from the Supplier at the Supplier's expense before providing goods or in the case of partial or full prepayment.

Article 13. Changes

13.1 The Supplier is obliged to inform KVT in advance of any changes or modifications to the composition and properties of the goods to be delivered by the Supplier compared to what was agreed upon in the Purchase Order.

13.2 If the Supplier fails to fulfill their duty to provide information, the mentioned change or modification is not acceptable to KVT, or written consent is lacking, Article 16 of these Conditions applies, and there is a attributable shortcoming by the Supplier.

13.3 KVT is at all times entitled to change the scope, composition, or properties of the goods to be delivered, in consultation with the Supplier. If a change, in the Supplier's opinion, has consequences for the agreed price and/or delivery time, the Supplier will inform KVT in writing as soon as possible, but no later than 8 days after receiving notice of the desired change. If these consequences for the price and/or delivery time are considered unreasonable by KVT in relation to the nature and extent of the desired change, KVT has the right to terminate the Agreement, unless this would be unreasonable given the circumstances.

13.4 A change in a Purchase Order is only valid if made in writing, agreed upon, and confirmed by KVT.

Article 14. Transfer of Rights and Duties / Outsourcing / Hiring Personnel

14.1 Without prior written consent from KVT, the Supplier is not allowed to transfer rights and obligations arising from the Purchase Order or Agreement to third parties. KVT may impose conditions on this permission.

14.2 Written consent from KVT is required for outsourcing parts of the obligations under the Purchase Order or Agreement to third parties. Nevertheless, the Supplier remains fully responsible and liable to KVT for the correct execution of the Purchase Order or Agreement and indemnifies KVT against any liability towards third parties.

14.3 If the Supplier assigns the work to another party after obtaining consent from KVT, they must

promptly prepare a written contract, which must include the terms of these Agreement conditions, in such a way that the ordering party assumes the legal position of the Customer and the subcontracting Supplier assumes that of the Supplier.

14.4 The transfer/outsourcing does not affect the obligations that the Supplier has towards KVT under the Agreement.

14.5 Without the prior written consent of KVT, to which conditions may be attached, the Supplier is not entitled to use (borrowed) labor in the execution of the Agreement.

Article 15. Chain Liability / Principal Liability

15.1 Based on these Purchase Conditions, to the extent that the Agreement has not excluded its application, the Chain Liability Act (Articles 34 and 35 of the Tax Collection Act 1990), hereinafter referred to in this article as "the Act," is applicable.

15.2 If the Supplier outsources the execution of the Agreement, in whole or in part, to a third party, as well as if the Supplier uses provided labor after obtaining KVT's permission for the execution of the Agreement, the administrative regulations must be strictly adhered to in accordance with the Act. In case of non-compliance with these regulations resulting in third-party liability claims against KVT, the Supplier hereby indemnifies KVT for all consequences and reimburses all incurred costs, both judicial and extrajudicial.

15.3 The Supplier is obligated to cooperate in creating safeguards for the collection of taxes, premiums, and social contributions related to the work to be performed and ensure that all legal obligations are met for all laborers present at the worksite, including the obligation to remit social insurance premiums and income tax. The Supplier will indemnify KVT against claims by third parties.

15.4 The obligations of the Supplier towards KVT include, but are not limited to:

a. Upon KVT's request, demonstrating registration in the Commercial Register, the Supplier's membership number with the professional association to which the Supplier is affiliated, providing the VAT number, and the number of the establishment permit, if required for the operation of their business;

b. Handing over, at KVT's request, a list containing the names of all employees directly or indirectly employed by them before commencing work;

c. Providing a man-day register weekly for the work assigned to them. The man-day register must include, among other things, the names of all employees engaged by the Supplier at the worksite, as well as a copy of the employees' identification documents, including birth dates and BSN (Social Security Number) numbers, and an hour log. In the case of foreign labor, the Supplier is obligated to request a Dutch BSN number for each laborer and notify KVT if tax liability arises in the Netherlands;

d. Strictly adhering to all obligations towards their employees working under the Agreement;

e. Providing a statement regarding the payment of income tax and social insurance premiums once every 3 months or as often as KVT requests. If the Supplier is affiliated with the Stichting Normering Arbeid (Labor Standardization Foundation), a copy of the most current NEN-4400 certificate will suffice;

f. Strictly complying with all that the Supplier is required to do under the Agreement or under the law;

g. Indemnifying KVT against any liability in any form whatsoever towards the principal and/or third parties due to the Supplier's failure to fulfill their obligations under the Agreement or under the law;

h. Demonstrating, upon KVT's request, the Supplier's membership certificate in a sector and/or business organization if they are a member, as well as providing their membership number with a mutual insurance company if they are affiliated with one.

15.5 Payments by KVT to the Supplier are subject to the condition that, prior to the employment of the workers mentioned below:

a. KVT is informed whether employees from (non) EU countries are employed at the worksite, stating the names and birth dates of the relevant employees and providing evidence that these employees have a valid permit to work in the Netherlands for the duration of the work, to the extent required by law; and

b. KVT is informed when employees from EU countries other than the Netherlands are employed at the worksite, stating the names and birth dates of the relevant employees and providing evidence (such as an E101 form) that social insurance premiums for these employees will be remitted in the respective EU country for the duration of the work. In addition, if applicable, a copy of the EHIC (European Health Insurance Card) must be

provided, based on which medical care can be provided in the Netherlands.

15.6 KVT has the right to make payments for the social insurance premiums, income tax, and national insurance contributions due in connection with the work, for which it is jointly and severally liable under Article 35 of the Tax Collection Act 1990, by depositing them into the Supplier's blocked account (the so-called G-account) in accordance with the law. If Article 34 of the Tax Collection Act applies and VAT is invoiced, KVT has the right to pay the due VAT by depositing it into the G-account. The Supplier will ensure that a G-account is available.

15.7 Without prejudice to the provisions of this article, KVT is at all times entitled to withhold the amounts due for social insurance premiums, income tax, and national insurance contributions from the subcontracting sum and to pay them directly to the Receiver of Direct Taxes, as well as any applicable VAT, in the case of hiring.

15.8 In the cases referred to in Articles 15.6 and 15.7, KVT is discharged from all obligations towards the Supplier with regard to these amounts.

15.9 If KVT reasonably concludes that the Supplier will owe a higher amount in social insurance premiums, income tax, and national insurance contributions for the work assigned to them than the percentage specified in the Agreement, KVT may change that percentage.

15.10 If KVT is held liable under the law and is obliged to pay unpaid (advance) premiums, social insurance contributions, and taxes as a result, KVT has recourse against the Supplier for the entire amount, plus statutory interest from the time of payment by KVT.

15.11 If the Supplier fails to fulfill its obligations to its employees under the law and/or the applicable collective labor agreement, and KVT is held liable to fulfill these obligations, KVT has recourse against the Supplier for the entire amount, plus statutory interest from the time of payment by KVT.

15.12 If the Supplier and/or the third parties engaged by them can no longer meet their payment obligations under the law, Supplier must notify KVT within 5 working days from the day the inability to pay arises. Failure to do so will result in Supplier being automatically in default towards KVT. In that case, KVT is entitled, without any notice of default or judicial intervention, to declare the Agreement wholly or partially dissolved, without prejudice to its right to damages.

15.13 If, based on the Agreement or the information provided by the Supplier, it is determined that this Supplier and/or third parties engaged by them qualify as independent contractors, the Supplier shall provide KVT with a valid "Declaration of Employment Relationship" as well as a copy of their identity document.

Article 16. Termination

16.1 If the Supplier fails to fulfill an obligation towards KVT, either not at all, not in a timely manner, or not adequately, as well as in the event of bankruptcy or suspension of payments, and in the event of cessation, liquidation, takeover, or any similar condition of the Supplier's business or if goods and/or services are rejected, or if a significant part of the Supplier's assets is seized or third-party attachments are made against KVT to the detriment of the Supplier, the Supplier shall be in default by operation of law. In such cases, KVT has the right to unilaterally terminate the Purchase Order or Agreement without notice and without judicial intervention by means of written notice to the Supplier, and/or suspend payment obligations, and/or assign the execution of the Purchase Order or Agreement, in whole or in part, at the Supplier's expense to third parties, without KVT being obliged to pay any compensation, without prejudice to any further rights accruing to KVT, including the right to full compensation.

16.2 Without prejudice to all other rights, KVT may terminate a Purchase Order or Agreement, in whole or in part, if the Supplier or any of its subordinates or representatives offers or provides any benefit to a person who belongs to the staff of KVT or to one of its representatives.

16.3 All claims that KVT may have or acquire against the Supplier in the aforementioned cases are immediately and fully due and payable.

16.4 In the event of termination of the Agreement, the risk of goods already delivered remains with the Supplier. The goods shall then be made available to the Supplier and must be collected by them.

Article 17. Warranty

17.1 The Supplier guarantees that the goods to be delivered or services to be provided comply with the Purchase Order or Agreement. This guarantee includes, at a minimum, that:

- the goods possess the properties that were promised;
- the goods are new and free from defects and third-party rights;

- the goods or services are suitable for the purpose for which the Purchase Order was placed or the Agreement was concluded;
- the services will be executed in a professional and uninterrupted manner;
- the goods or services comply with legal requirements and/or applicable self-regulation rules and/or requirements set by KVT, including those related to quality, health, safety, and the environment;
- the goods are labeled with the producer's name or the party placing the goods on the market;
- the goods are provided with all necessary data and instructions for proper and safe use, and they are accompanied by all documentation requested by KVT, whether requested before, during, or after the conclusion of the Agreement.

17.2 The Supplier guarantees that all delivered goods, performances, and accessories comply with generally accepted specifications, that they are manufactured with good craftsmanship, of good quality, free from construction, manufacturing, and material defects, and that their operation meets KVT's standards and specifications and complies with Dutch laws or other government regulations.

17.3 If delivered goods, regardless of the results of prior inspections, or provided services fail to meet the requirements under Article 17.1 of these Conditions, the Supplier shall, at its own expense and at KVT's option, upon KVT's first request, repair, replace, or complete the deficient items unless KVT prefers to terminate the Agreement in accordance with the provisions of Article 16 of these General Purchase Conditions. This is without prejudice to KVT's other rights arising from a breach (including the right to damages). In urgent cases and cases where, after consulting with the Supplier, it can reasonably be assumed that the Supplier will fail to fulfill its warranty obligations, KVT has the right to carry out the repair or replacement at the expense of the Supplier or through third parties. This does not relieve the Supplier of its obligations under the Agreement.

17.4 All costs related to fulfilling the warranty are the responsibility and risk of the Supplier, as is any resulting damage.

17.5 Depending on the type of goods delivered and/or services provided, a warranty period of at least 24 months applies after commissioning.

Article 18. Possibility of Final Purchase

18.1 In the event the Supplier intends to discontinue the production of goods, the Supplier shall inform KVT in writing 12 months before the actual discontinuation of said production. During

these 12 months, the Supplier will accept Purchase Orders from KVT for such goods.

18.2 For 24 months after the delivery of the last goods following the written notice to KVT, the Supplier will provide maintenance and service for the goods ordered or delivered before the aforementioned 12-month period.

Article 19. Intellectual Property

19.1 KVT retains the intellectual property rights and copyright of drawings, estimates, diagrams, designs, software, and other documents provided to the Supplier. These may not be copied and/or shown to or handed over to third parties or used by the Supplier for the manufacture of goods for third parties without the express consent of KVT.

19.2 The Supplier grants KVT a non-exclusive, perpetual, irrevocable, worldwide, and transferable right to use any possible intellectual property rights related to goods and/or services provided by the Supplier, and where necessary, the intellectual property rights are transferred by the Supplier to KVT, unless otherwise agreed. This right of use also includes the right to provide such rights of use to (potential) customers or other third parties with whom KVT has relationships in connection with its business.

19.3 The Supplier guarantees that the use (including resale) of the goods delivered or services rendered by them will not infringe upon intellectual property rights or other (property) rights of third parties.

19.4 The Supplier indemnifies KVT against claims from third parties arising from any infringement of the rights mentioned in Article 19.2 of these General Purchase Conditions. The Supplier shall compensate KVT for all resulting damages and, at the request of KVT, represent KVT in all proceedings.

19.5 If, as part of the Agreement, the Supplier develops goods for KVT, any rights of intellectual property invoked in this regard exclusively belong to KVT. Any compensation for this is considered to be included in the agreed price of the goods. Where necessary, the Supplier will cooperate in the establishment and/or transfer of these rights to KVT. Upon KVT's first request, the Supplier is obliged to do everything necessary to acquire and secure these rights.

19.6 If intellectual property rights are attached to the delivery or associated documentation, KVT obtains the right of use free of charge through a non-exclusive, worldwide, perpetual license. All

intellectual property rights arising from the execution of the delivery by the Supplier, its personnel, or third parties involved by the Supplier in the execution of the Agreement, become vested in KVT.

19.7 The Supplier grants KVT all rights necessary to ensure the continuity of KVT's business operations, as well as all rights specified as such in the Agreement.

19.8 In the event of a breach by the Supplier of any of the provisions of this article, the Supplier shall incur, by the mere fact of such breach and without notice of default, a directly payable penalty of €5,000.00 per breach and €500.00 for each day on which such breach continues, without prejudice to KVT's right to claim compensation for all damages incurred and costs incurred.

Article 20. Force Majeure

20.1 In the event of force majeure on the part of either party, the performance of the Agreement shall be wholly or partially suspended for the duration of the force majeure period, without the parties being obliged to pay any compensation in this regard.

20.2 If the force majeure situation lasts longer than 14 days, the other party has the right to terminate the Agreement by means of written notice with immediate effect and without judicial intervention, without any right to compensation arising therefrom.

20.3 Force majeure on the part of the Supplier shall not include, in any case: a shortage of personnel, strikes, non-performance by third parties engaged by the Supplier, transport problems on the part of the Supplier and/or third parties engaged by the Supplier, the failure of auxiliary materials, liquidity or solvency problems of the Supplier, and government measures against the Supplier.

Article 21. Tools

21.1 To the extent that KVT provides the Supplier with tools for which KVT has intellectual property rights, the Supplier acknowledges that KVT is and will remain the owner at all times, and the Supplier will not acquire any intellectual property rights or title with respect to them.

21.2 The Supplier is obligated to mark the tools mentioned in the previous paragraph as recognizable property of KVT, maintain them in good condition, and insure them at its own expense against all risks for as long as the Supplier acts as holder of these tools. The Supplier will not

use or allow the use of these tools by third parties unless authorized in writing by KVT.

21.3 The tools shall be made available to KVT upon KVT's first request or concurrently with the final delivery of the goods to which the tools relate.

21.4 The tools used by the Supplier in the execution of the Agreement shall be submitted to KVT for approval upon KVT's first request.

21.5 Any alterations to or deviations from the tools provided or approved by KVT shall only be allowed with prior written consent from KVT.

21.6 The Supplier shall not use the tools for or in connection with any purpose other than the delivery to KVT unless prior written consent has been granted by KVT.

Article 22. Liability

22.1 Any failure to fulfill the Supplier's obligations gives KVT the right to compel the Supplier to wholly or partially remedy the failure and/or its consequences at the expense and risk of the Supplier.

22.2 The Supplier is liable for all damages suffered by KVT as a result of any failure to fulfill the Supplier's obligations and/or as a result of actions or omissions by the Supplier, its personnel, or third parties engaged by the Supplier. The liability of the Supplier covers both direct and indirect damages.

22.3 The Supplier indemnifies KVT against all claims by third parties in connection with the Agreement concluded between the Supplier and KVT.

22.4 The Supplier shall adequately insure against the damages mentioned in Article 22.2 and against legal and contractual liability with a reputable insurer in the Netherlands. This insurance obligation also extends to tools in any way involved in the execution of the Agreement. The Supplier shall include in its insurance policies that any payouts by the insurance company will be made directly to the party that has actually suffered the damage. Upon KVT's first request, the Supplier shall provide access to the relevant policies and, if necessary, submit evidence that the insurance premiums have been paid by them.

22.5 The Supplier hereby assigns in advance to KVT all claims for insurance payments, insofar as they relate to damage for which the Supplier is liable to KVT.

22.6 KVT is not liable for damage suffered by the Supplier, unless the damage results from intent or

deliberate recklessness on the part of KVT's senior management alone. "Deliberate recklessness" as referred to in the previous sentence of this article means only an act where KVT's senior management is (subjectively) aware that the likelihood that the act causes damage is significantly greater than the likelihood that it does not cause damage.

Article 23. Retention of Title

23.1 All models, molds, drawings, software, and other auxiliary items that KVT has made available, purchased at its own expense, or specially created to execute the Purchase Order will remain the property of KVT or will become its property upon purchase or manufacture.

23.2 The Supplier is obligated to clearly mark these auxiliary items as the property of KVT and to insure them.

Article 24. Confidentiality

24.1 In the context of (the execution of) the Agreement, the Supplier may come into possession of confidential information or business information of KVT. This confidential information or business information remains the exclusive property of KVT and may not be disclosed, provided to a third party, or otherwise used for any purpose other than the execution of the Agreement without prior written consent. Upon KVT's first request, the confidential information and any copies thereof must be returned.

24.2 Furthermore, without the express written permission of KVT, the Supplier shall not provide any information about its relationship with KVT to any third party.

24.3 The Supplier is obligated to impose the same obligation as referred to in Article 24.1 on its employees or third parties it has engaged in the execution of the Agreement. The Supplier shall ensure that these employees/third parties do not violate the confidentiality obligation.

24.4 Without prior written consent from KVT, the Supplier is not allowed to use the name "KVT" in advertisements and other commercial communications.

24.5 In case of a violation by the Supplier of any provision in this article, the Supplier shall, without the need for a formal notice of default, incur an immediately payable penalty of €5,000.00 per violation and €500.00 for each day the violation continues, without prejudice to KVT's right to seek compensation for all damages and costs incurred.

Article 25. Applicable Law and Disputes

25.1 The legal relationship between KVT and the Supplier, as well as any agreements related to that legal relationship, shall be governed exclusively by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

25.2 All disputes arising out of or in connection with the Agreement to which these General Purchase Conditions apply shall be exclusively decided by the competent court within the statutory jurisdiction of KVT.