

GENERAL PURCHASE CONDITIONS

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GENERAL PURCHASE CONDITIONS

- ARTICLE 1 INTRODUCTION
- 1.1 These PURCHASING CONDITIONS apply to the CONTRACT and all further contracts resulting therefrom or connected therewith. Any other terms that the SUPPLIER seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing are hereby explicitly rejected by the BUYER.
- 1.2 All request by the BUYER for quotations and offers are without engagement.
- 1.3 The PURCHASE ORDER constitutes an offer by the BUYER to purchase the GOODS and/or SERVICES and/or to lease the RENTED GOODS in accordance with the PURCHASING CONDITIONS.
- 1.4 The PURCHASE ORDER will be deemed to have been accepted on the earlier of:
 - a) the SUPPLIER issuing a written acceptance of the PURCHASE ORDER; or
 - b) the SUPPLIER doing any act consistent with fulfilling the PURCHASE ORDER.
- at which point the CONTRACT shall come into existence.
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- ARTICLE 2 DEFINITIONS AND INTERPRETATION
- 2.1 “BUSINESS DAYS” means a day (other than Saturday or Sunday or public holiday) when banks in the Netherlands are open for business.
- “BUYER” means DHSS B.V, a private company with limited liability incorporated and existing under the laws of the Netherlands, having its registered office at Scheepmakersweg 5, 1786 PD Den Helder, the Netherlands, registered with the Dutch Chamber of Commerce under number 37078316.
- “CONFIDENTIAL INFORMATION” means all business, financial, technical or other information, among which, without limitation, information in tangible or intangible form relating to and/or including methods, contract terms, customer relationships, pricing, procedures, facts, processes, techniques, ideas, discoveries, inventions, developments, records, product designs, product planning, trade secrets, know-how or tools, which were or will be provided by the BUYER orally, in writing, by way of presentations or in any other way, irrespective of the nature of the information (including, but not limited to drawings, films, paper documents, electronic storage media, electronically readable data).
- “CONSEQUENTIAL LOSS” means consequential loss, economic loss, trading loss (“bedrijfsschade”) and/or indirect loss, including but not limited to loss and/or deferral of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit (if any) and loss of contracts whether or not foreseeable at the date of execution of the CONTRACT.
- “CONTRACT” means the contract between the SUPPLIER and the BUYER for the sale and purchase of GOODS and/or SERVICES and/or the lease of the RENTED GOODS in accordance with the PURCHASING CONDITIONS.
- “CUSTOMER” means the customer of the BUYER contracting with the BUYER for a project, or wishing to do so, and identified as such in the CONTRACT or PURCHASE ORDER.
- “DELIVERABLES” means the deliverables set out in the PURCHASE ORDER.
- “GOODS” means any goods to be sold to BUYER by the SUPPLIER.
- “INTELLECTUAL PROPERTY” means any right or interest in any patent, design, trademark, copyright, trade secret, moral right or other intellectual property rights (whether registered or unregistered).
- “PARTY” or “PARTIES” means either the BUYER or the SUPPLIER, as the context so requires and PARTIES shall mean both the BUYER and the SUPPLIER.
- “PERSON” means an individual or other entity (legal or otherwise), including a corporation.
- “PUBLIC OFFICIAL” means any:
 - (a) appointed official, any director, or other person employed in any capacity;
 - (i) at any level of Government,
 - (ii) in a labor union controlled by any Government or political party, or
 - (iii) in any public international organization, such as the United Nations or the European Union, including any department, agency or other instrumentality thereof,
 - (b) any candidate, officer or other person employed by a political party, or
 - (c) any person acting in any official capacity for or on behalf of any person or organization listed in (a) or (b).
- “PURCHASING CONDITIONS” means these GENERAL PURCHASING CONDITIONS DHSS BV, containing terms and conditions set out in this document.
- “PURCHASE ORDER” means the BUYER’S order for GOODS, SERVICES and/or RENTED GOODS, as set out in the

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BUYER'S purchase order form.

- “RENTED GOODS” means any goods to be supplied by the SUPPLIER to the BUYER on a lease basis; the risk for and of the goods shall remain with the SUPPLIER at all times.
- “SERVICES” means all the services the SUPPLIER is required to provide to the BUYER in accordance with the CONTRACT, including the provision of GOODS and RENTED GOODS.
- “SPECIFICATION” means the description or specification for the GOODS, SERVICES and/or RENTED GOODS, as agreed between the BUYER and the SUPPLIER.
- “SUBCONTRACTOR” means a supplier, vendor, contractor, agent or independent consultant selected and retained by the SUPPLIER who is providing the GOODS, SERVICES and/or RENTED GOODS on behalf of the SUPPLIER.
- “SUPPLIER” means the organization or individual who has agreed with the BUYER to supply GOODS and/or RENTED GOODS or to perform the SERVICES in accordance with the CONTRACT and these purchasing conditions.
- “THIRD PARTY” means any party who is not a party to the CONTRACT.

ARTICLE 3 THE GOODS AND THE RENTED GOODS

- 3.1 The SUPPLIER shall ensure/warrants that the GOODS and the RENTED GOODS shall:
 - (a) correspond with their description and shall be in conformity with any applicable and/or agreed SPECIFICATIONS, including, but not limited to, any and all drawings, designs, calculations, models, prototype and other documents;
 - (b) be of satisfactory quality and fit for any purpose held out by the SUPPLIER and/or fit for the purpose made known to the SUPPLIER by the BUYER expressly or by implication, and in this respect the BUYER may fully rely on the SUPPLIER'S skill and judgement;
 - (c) be in good working order, properly serviced, in good maintenance and where applicable, be free from defects in design, material and workmanship and remain so for twenty four (24) months after delivery; and
 - (d) be in conformity with all requirements in respect of safety, environment and health, as well as comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the GOODS and the RENTED GOODS.
- 3.2 The SUPPLIER shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the CONTRACT and that the GOODS and RENTED GOODS shall be delivered with all documents and manuals thereto, including but not limited to any and all instructions in respect of use, safety, environment and health.
- 3.3 The BUYER shall have the right to inspect and test the GOODS and the RENTED GOODS at any time before delivery.
- 3.4 If following such inspection or testing the BUYER considers that the GOODS and/or the RENTED GOODS are not in conformity with the SPECIFICATIONS or the CONTRACT and/or are unlikely to comply with the SUPPLIER'S undertakings, the BUYER shall inform the SUPPLIER and the SUPPLIER shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the SUPPLIER shall remain fully responsible for the GOODS and the RENTED GOODS and any such inspection or testing shall not reduce or otherwise affect the SUPPLIER'S obligations under the CONTRACT, and the BUYER shall have the right to conduct further inspections and tests after the SUPPLIER has carried out its remedial actions.
- 3.6 If the inspection indicates that the GOODS, RENTED GOODS or the SERVICES are inconsistent with the PURCHASE ORDER, then the BUYER has the right to return the GOODS and/or RENTED GOODS and/or reject the SERVICES at any time.
- 3.7 The inspection shall not preclude the BUYER from claiming the SUPPLIER'S non-performance of its warranty obligations stipulated in Articles 3.1 and 5.
- 3.8 Where applicable, all warranties and benefits received by the BUYER from the SUPPLIER in relation to the GOODS and RENTED GOODS will be assigned to the CUSTOMER.

ARTICLE 4 DELIVERY

- 4.1 The SUPPLIER shall ensure that:
 - (a) the GOODS and the RENTED GOODS are properly packed and secured in such manner as to enable them to reach their destination in good condition;

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- (b)each delivery of the GOODS the RENTED GOODS is accompanied by a delivery note which shows the date of the PURCHASE ORDER, the PURCHASE ORDER number (if any), the type and quantity of the GOODS and/or the RENTED GOODS (including the code number of the GOODS and/or the RENTED GOODS, where applicable), special storage instructions (if any) and, if the GOODS and/or the RENTED GOODS are being delivered by instalments, the outstanding balance of GOODS and/or the RENTED GOODS remaining to be delivered; and
- (c)if the SUPPLIER requires the BUYER to return any packaging material to the SUPPLIER, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the SUPPLIER.
- 4.2The SUPPLIER shall deliver the GOODS and/or the RENTED GOODS:
 - (a)on the date specified in the PURCHASE ORDER, or, if no such date is specified within thirty (30) days BUSINESS DAYS of the date of the PURCHASE ORDER;
 - (b)at the location specified in the PURCHASE ORDER, or at the location specified by the BUYER prior to delivery, or, if no such location has been specified the SUPPLIER is obliged to contact the BUYER in order to obtain the required instructions; and
 - (c)during the BUYER'S normal business hours, or at such time as otherwise instructed by the BUYER.
- 4.3Delivery of the GOODS and/or the RENTED GOODS shall be completed on the completion of unloading the GOODS and/or the RENTED GOODS at the location as specified in accordance with article 4.2(b).
- 4.4The SUPPLIER shall not deliver the GOODS and/or the RENTED GOODS in instalments without the BUYER'S prior written consent. Where it is agreed that the GOODS and/or the RENTED GOODS are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the SUPPLIER to deliver any one instalment on time or at all or any defect in an instalment shall entitle the COMPANY to the remedies set out in the CONTRACT.
- 4.5Unless otherwise provided in the PURCHASE ORDER, delivery terms for the GOODS and the RENTED GOODS shall be mutual agreed in writing (Incoterms latest edition).
- 4.6Without prejudice to the BUYER'S rights and remedies herein, title and risk of the GOODS shall pass to the BUYER upon confirmed delivery. The SUPPLIER shall remain fully responsible for the GOODS until such confirmed delivery. The title and risk in the RENTED GOODS shall remain with the SUPPLIER at all times. If necessary, during the lease period, the SUPPLIER shall, at its own costs, take care of the repairs and maintenance of the RENTED GOODS.
- 4.7The GOODS will be delivered and the property in and title to the GOODS shall pass to the BUYER free of any liens, pledges and/or other encumbrances. The SUPPLIER may not rely on a retention of title and will refrain from any charge or claim to be placed or made on or against any property of the BUYER, whether or not in the possession of the SUPPLIER.
- 4.8The lease period for the RENTED GOODS shall commence when the SUPPLIER delivers the RENTED GOODS to the location specified in the CONTRACT and shall cease when the RENTED GOODS are uplifted by the SUPPLIER at the end of the lease period or when the BUYER returns the RENTED GOODS to the SUPPLIER.
- 4.9The SUPPLIER shall, at its own costs, collect the RENTED GOODS at the end of the lease period, or immediately upon termination of the CONTRACT.
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- ARTICLE 5 THE SERVICES
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- 5.1The SUPPLIER shall provide the SERVICES in accordance with the PURCHASING CONDITIONS and the PURCHASE ORDER. The SUPPLIER shall perform the SERVICES with the best care, skill and diligence in accordance with best practice in the SUPPLIER'S industry, profession or trade.
- 5.2The SUPPLIER shall provide a warranty in respect of the SERVICES of twenty-four (24) months. Such warranty shall equally be provided in respect of repaired, replaced added and/or renewed SERVICES.
- 5.3Where applicable all warranties and benefits received by BUYER from the SUPPLIER in relation to the SERVICES will be assigned to the CUSTOMER.
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- ARTICLE 6 REMEDIES
- 6.1The SUPPLIER will be in default immediately upon any (material) breach of any of its obligations under the CONTRACT and under these PURCHASING CONDITIONS, including but not limited to any noncompliance of any of the provisions in these PURCHASING CONDITIONS and/or any nonperformance, incomplete performance,

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delay in performance and/or underperformance by the SUPPLIER, in which case the SUPPLIER will be in default without any prior notification or notice of default being necessary.

- 6.2 In case of default by the SUPPLIER and if the GOODS, RENTED GOODS and/or SERVICES are not delivered on the date specified in the PURCHASE ORDER, or do not fully comply with the undertakings set out in the CONTRACT and these PURCHASING CONDITIONS, then, without limiting any of its other rights or remedies, the BUYER shall have the right to any one or more of the following remedies, whether or not it has accepted the GOODS, RENTED GOODS and/or SERVICES:
 - (a) to terminate the CONTRACT;
 - (b) to immediately suspend its performance, including payment obligations, or part thereof without any prior notification being necessary;
 - (c) to reject the GOODS, RENTED GOODS and/or SERVICES (in whole or in part) and return them to the SUPPLIER at the SUPPLIER'S own risk and expense;
 - (d) to require the SUPPLIER to repair or replace the rejected GOODS, RENTED GOODS and/or SERVICES, or to provide a full refund of the price of the rejected GOODS, RENTED GOODS and/or SERVICES;
 - (e) to refuse to accept any subsequent delivery of the GOODS, RENTED and/or SERVICES which the SUPPLIER attempts to make;
 - (f) to recover from the SUPPLIER any costs incurred by the BUYER in obtaining substitute GOODS, RENTED GOODS and/or SERVICES from a THIRD PARTY; and
 - (g) to claim damages for all direct or indirect costs, loss or expenses incurred by the BUYER, including but not limited to consequential loss, economic loss, trading loss ("bedrijfsschade") loss and/or deferral of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit (if any) and loss of contract.
- 6.3 In case of default the SUPPLIER will in all events be obliged to pay to the BUYER all costs and expenses (including the actual and full legal costs be it in and out of court), loss and damages incurred by the BUYER due to or in relation to such default.
- 6.4 The BUYER shall have the right to any and all of the remedies as set out in article 6.2 and 6.3 regardless of whether the GOODS, RENTED GOODS AND/OR SERVICES are provided by the SUPPLIER, its employees, or any one of its SUBCONTRACTORS.
- 6.5 The SUPPLIER shall indemnify, defend and hold harmless the BUYER from and against all costs, expenses, damages and losses (whether direct or indirect), including but not limited to interest, penalties, legal and/or other professional fees and expenses awarded against, incurred or paid by the BUYER as a result of or in connection with all claims, demands, actions and proceedings asserted or instituted against THE BUYER by a THIRD PARTY:
 - (a) for actual or alleged infringement of intellectual property rights arising out of, or in connection with, the supply or use of the GOODS, RENTED GOODS and/or SERVICES by the SUPPLIER;
 - (b) arising out of, or in connection with, the supply of the GOODS, RENTED GOODS and/or SERVICES, to the extent that such claim arises out of the breach, negligent performance, failure or delay in performance of the CONTRACT by the SUPPLIER, its employees or any of its SUBCONTRACTORS; and
 - (c) for death, personal injury or damage to property arising out of, or in connection with, defects in GOODS, RENTED GOODS and/or SERVICES.
- 6.6 The SUPPLIER is in any case liable for all costs, expenses, damages and losses (whether direct or indirect) that are or should be covered by the SUPPLIER'S insurance.
- 6.7 This Article shall survive termination of the CONTRACT.
- 6.8 The BUYER'S rights and remedies under the CONTRACT are in addition to its rights and remedies implied by statute and in accordance with the applicable law.
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- ARTICLE 7 SUSPENSION AND TERMINATION
- 7.1 The BUYER may suspend its performance, including its payment obligations, or part thereof, without any prior notification being necessary, and without being obligated to pay any compensation to the SUPPLIER in the event of a default or anticipated default by the SUPPLIER.
- 7.2 The BUYER is entitled to suspend the performance of the SUPPLIER, without any prior notification being necessary, and without being obligated to pay any compensation to the SUPPLIER, in the event that the CUSTOMER for whatever reason suspends the performance of the BUYER.
- 7.3 The BUYER may terminate the CONTRACT in whole or in part up until twenty eight (28) days before delivery

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with immediate effect by giving the SUPPLIER a written notice, without being obliged to pay any compensation to the SUPPLIER, whereupon the SUPPLIER shall discontinue all work on the CONTRACT. Upon such termination the BUYER is only obliged to pay the amounts due and not previously paid to the SUPPLIER for SERVICES provided and completed up until that point.

- 7.4The BUYER may terminate the CONTRACT in whole or in part at any time before delivery with immediate effect by giving the SUPPLIER a written notice, whereupon the SUPPLIER shall discontinue all work on the CONTRACT. The BUYER shall pay the SUPPLIER the actual costs incurred by the SUPPLIER for work-in-progress at the time of termination, but such compensation shall not include CONSEQUENTIAL LOSS.
- 7.5The BUYER may terminate the CONTRACT in whole or in part, without being obliged to pay any compensation to the SUPPLIER, if the SUPPLIER commits a material breach of any terms of the CONTRACT and/or these PURCHASING CONDITIONS and (if such a breach is remediable) fails to remedy that breach within five (5) days of being notified in writing to do so.
- 7.6The BUYER may terminate the CONTRACT in whole or in part with immediate effect, without being obliged to pay any compensation to the SUPPLIER, by giving the SUPPLIER a written notice in the event that the CUSTOMER terminates or cancels its contract with the BUYER.
- 7.7The BUYER may terminate the CONTRACT with immediate effect, without being obliged to pay any compensation to the SUPPLIER, by giving the SUPPLIER written notice to if the SUPPLIER becomes subject to any of the following events:
 - (a)the SUPPLIER suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b)the SUPPLIER commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (c)a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the SUPPLIER;
 - (d)the SUPPLIER is the subject of a bankruptcy petition or order;
 - (e)a creditor or encumbrancer of the SUPPLIER attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
 - (f)an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the SUPPLIER;
 - (g)a floating charge holder over the SUPPLIER'S assets has become entitled to appoint or has appointed an administrative receiver;
 - (h)a person becomes entitled to appoint a receiver over the SUPPLIER'S assets or a receiver is appointed over the SUPPLIER'S assets;
 - (i)any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Article 7.3 (a) to (h) inclusive;
 - (j)the SUPPLIER suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - (k)the SUPPLIER'S financial position deteriorates to such an extent that in the BUYER'S opinion the SUPPLIER'S capability to adequately fulfil its obligations under the CONTRACT has been placed in jeopardy;
 - (l)(being an individual) the SUPPLIER dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 7.8 Termination of the CONTRACT, however arising, shall not affect any of the PARTIES rights and remedies that have accrued as at termination. Articles which expressly or by implication survive termination of the CONTRACT shall continue to have full force and effect.

ARTICLE 8 INVOICING, PAYMENT AND TAXES

- 8.1The firm and fixed fees and charges for the delivery of the GOODS, RENTED GOODS and/or the SERVICES shall be the price shown for each of such GOODS, RENTED GOODS and/or SERVICES on the face of the PURCHASE ORDER.
- 8.2Apart from value added tax ("VAT"), the fees and charges shall include all costs and expenses, whether



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internal or external, direct or indirect, incurred by the SUPPLIER in complying with the obligations set out in the CONTRACT.

- Invoices must be sent to invoices@dhss.nl and shall always include the job id number,
- as well as all necessary references to specific GOODS, RENTED GOODS and/or SERVICES provided, the contact person, department, PURCHASE ORDER number, DELIVERY LOCATION, quantity and description of the GOODS, RENTED GOODS and/or the SERVICES (in the same sequence as in the PURCHASE ORDER), and the documents as may be required by the BUYER, such as the acknowledgements of delivery/receipts, working orders signed for completion and letters/protocols of acceptance. With regards to taxes each invoice shall show (i) the governing tax VAT rate applicable to the fees and charges invoiced and (ii) the VAT registration number of the SUPPLIER.
- 8.3 Payment will only take place after acceptance of the GOODS, RENTED GOODS and/or SERVICES by the BUYER of the SUPPLIER'S invoice, presented in accordance with article 8.2 of these purchasing conditions.
- 8.4 Payment shall be due and payable current month plus fifty (50) BUSINESS DAYS from the BUYER'S receipt of complete and correct invoice at the address stated in the PURCHASE ORDER if not disputed by the BUYER prior hereto in writing. In the event the BUYER has not received invoice of the GOODS, RENTED GOODS and/or SERVICES under a PURCHASE ORDER at the address stated in the
- PURCHASE ORDER within ninety (90) BUSINESS DAYS after the delivery of the GOODS and/or the RENTED GOODS and/or completion of the SERVICES, such GOODS, RENTED GOODS and/or SERVICES shall not qualify for invoicing and shall not be payable.
- 8.5 The BUYER is entitled to set off any claims it has on the SUPPLIER against payments due to the SUPPLIER.

ARTICLE 9 INSURANCE

- 9.1 During the term of the CONTRACT, the SUPPLIER shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the CONTRACT, and shall, on the BUYER'S request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 9.2 The insurance shall cover all claims, including but not limited to direct and indirect loss, physical loss and property damage, death and personal injury, costs and interest of any party or person in respect of or connected to the CONTRACT and/or SERVICES, especially including but not limited to the BUYER, its subcontractors, agents, consultants, employees and CUSTOMER.
- 9.3 The insurance policies taken out by the SUPPLIER shall state the BUYER is co-insured and that insurers waive any right of recourse against the BUYER, its subcontractors, agents, consultants, employees and CUSTOMERS.

ARTICLE 10 CONFIDENTIALITY

- 10.1 The SUPPLIER shall ensure the SUPPLIER and all its affiliates and SUBCONTRACTORS preserves secrecy concerning the CONTRACT and the BUYER and its affiliates, subcontractors, agents and consultants as well as their respective activities and will not publish or disclose any CONFIDENTIAL INFORMATION relating hereto without the BUYER'S prior written consent.

ARTICLE 11 INTELLECTUAL PROPERTY

- 11.1 As between the BUYER and the SUPPLIER, all INTELLECTUAL PROPERTY rights created or arising on connection with the SERVICES shall vest in the BUYER.
- 11.2 All INTELLECTUAL PROPERTY rights owned by the BUYER prior to the SERVICES being performed shall remain the property of the BUYER at all times.

ARTICLE 12 COMPLIANCE

- 12.1 Anti-Bribery and Corruption: As regards the CONTRACT, each PARTY shall (i) comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010 and (ii) undertakes and warrants to the other PARTY that it and its officers, directors, shareholders, employees, agents and other intermediaries, and any other person acting directly or indirectly on its behalf, shall not, directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value to any person or any entity for the purpose of (i) securing any improper advantage for SUPPLIER or BUYER, (ii) inducing or influencing a PUBLIC OFFICIAL improperly to take action or

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refrain from taking action in order for either PARTY to obtain or retain business, or to secure the direction of business to either; or (iii) inducing or influencing a PUBLIC OFFICIAL to use his/her influence with any Government or public international organization for such purpose.

- 12.2 General Compliance: The SUPPLIER shall comply with and shall ensure that all SUBCONTRACTORS comply with all national or international laws, rules, regulations, orders, conventions, directives or ordinances in force from time to time which are applicable to the provision of GOODS and/or lease of RENTED GOODS or performance of the SERVICES and/or relate to the provision, licensing, approval or certification of the GOODS and/or the SERVICES, including, but not limited to, those relating to anti-corruption, occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub-contractor selection, discrimination, data protection and privacy.
- 12.3 Parties must comply with the applicable privacy regulations, including the General Data Protection Regulation (AVG) and the implementation Act (UAVG): Parties have therefore conducted a processor agreement. The processor agreement is attached to the main agreement and forms an integral part of it.
- 12.4 Export Control Regulation: The SUPPLIER shall comply with all laws, regulations and rules applicable to delivery of the GOODS and/or the SERVICES, including without limitation United States and European Union (“U.S. or EU”) regulations and controls involving export and re- export of goods, software and technology as well as in regards to any countries embargoed under U.S. laws or regulations or any decision, directive or regulation issued by the Commission or Council of the EU. To the extent any GOODS or parts of GOODS (including software and technology) supplied by the SUPPLIER to the BUYER are subject to any such economic sanctions or export control laws and regulations of the U.S. or the EU, the SUPPLIER shall, upon the BUYER’S placement of a request for quotation or a PURCHASE ORDER, whichever is the earliest, or in case of defective goods at the time of re-delivery, without delay provide in a form satisfactory to THE BUYER the following export control data of the goods:
 - 1) the specific U.S. and/or EU export classification including the Export Control Classification Number (“ECCN”) and/or any similar forms of classification identification,
 - 2)country of manufacture,
 - 3)percentage of U.S. content integrated to each of the GOODS,
 - 4)confirmation as to whether or not the GOODS are direct products of U.S. technology and software,
 - 5)Harmonized System Code (“HS Code”).
- This information shall be stated on quotations / order confirmations /commercial invoices/ packing lists, when relevant.
- 12.5 Business Ethics: The SUPPLIER agrees to commit to implementing an internationally recognized standard of ethical practices within the areas of human rights, anti – corruption, environment and labor, such as but not limited to United Nations Global Compact (“UNGC”) or Business Social Compliance Initiative (“BSCI”) and the SUPPLIER agrees to accommodate any potential audit by the BUYER seeking to verify same. The SUPPLIER’S repeated violation of UNGC or BSCI, as applicable, and/or its failure to collaborate with the BUYER’S auditors during an audit and/or its failure to collaborate with the BUYER in implementing or developing improvement plans shall be considered a material breach.
- 12.6 Health, Safety, Quality and Environment: The SUPPLIER subscribes to and actively pursues the highest standards of HSEQ performance. The SUPPLIER shall take full responsibility for the performance of the SERVICES. Upon request the SUPPLIER shall provide the BUYER with a copy of its HSEQ Policy. The BUYER reserves the right to access the SUPPLIER’S premises to conduct and audit to confirm compliance with this Article.
 - Furthermore The SUPPLIER undertakes to comply with all applicable laws and regulations and to have all required permits and approvals a priori, and to provide proof of this on first request.
 - The SUPPLIER undertakes to make unremitting efforts to make its business operations more sustainable.
 - The SUPPLIER undertakes to develop an appropriate environmental care system, which is preferably certified.
 - The SUPPLIER undertakes to minimize the production of waste and the use of water and energy within its own organization by optimizing the production process.
 - The SUPPLIER undertakes to increase the "recycled content" of its products, insofar as this can be done without relevant loss of quality and without other adverse consequences for the environment, public health, etc.
 - The SUPPLIER undertakes to strive for minimization of the impact on the environment, also when providing supporting services, such as transport, after-sales service, etc.
 - The SUPPLIER of chemicals or chemical substances has to demonstrate that all products are REACH compliant

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and are not covered by applicable legislation restricting or prohibiting the marketing or use of certain substances that pose an unacceptable risk to human health or the environment.

- The SUPPLIER of products for electrical installations has to demonstrate that his products meet the applicable regulations, requirements and type approvals.
- BUYER prefers suppliers who comply with eco-labelling schemes to ensure product durability. Example: EU Ecolabel.
- 12.7 Costs: All costs incurred in complying with this Article 12 shall be for the sole account of the SUPPLIER and the SUPPLIER shall indemnify and hold the BUYER harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by SUPPLIER of any of its obligations in this Article 12. The BUYER shall have the right, to appoint at its own cost, charge and expense a firm of chartered accountants to audit and verify the SUPPLIER'S compliance with this Article 12.
- 12.8 Breach of this Article 12 shall be deemed a material breach under Article 7 of these purchasing conditions.

ARTICLE 13 EXTINCTION OF RIGHTS

- 13.1 Any and all rights of the SUPPLIER shall expire is the SUPPLIER has not brought an action against the BUYER within nine (9) months after the event, the CONTRACT has ended or termination of the CONTRACT, whatever comes earlier.

ARTICLE 14 APPLICABLE LAW AND DISPUTE RESOLUTION

- 14.1 The CONTRACT and these PURCHASING CONDITIONS, and all further contracts resulting therefrom or connected therewith, including any question regarding the existence, validity and termination thereof, will be exclusively governed by and construed in accordance with the laws of the Netherlands.
- 14.2 The applicability of the 1980 Vienna Sales Convention (CISG) is excluded.
- 14.3 If any dispute arises out of or in connection with the CONTRACT and/or these PURCHASING CONDITIONS, that cannot amicably be resolved, the parties undertake to resolve the dispute by mediation in accordance with the UNUM mediation rules. The commencement of a mediation will not prevent the PARTIES from commencing arbitration or court proceedings in accordance with article 14.4.
- 14.4 Disputes, or at least that part of the dispute that has not yet been resolved in mediation, shall be submitted to arbitration in the Netherlands, in accordance with the UNUM arbitration rules, with the exception of claims up to €100.000 and undisputed claims which, at the BUYER'S discretion, and only in case of submission of a dispute by the BUYER against the SUPPLIER, can be submitted to the competent Court in Rotterdam, the Netherlands.
- 14.5 In arbitration the arbitrators will, where applicable, apply the provisions of the Convention on the international carriage of Goods by Road (CMR).

ARTICLE 15 LIMITATION OF LIABILITY

- 15.1 This Article 15 sets out the entire financial liability of the BUYER (including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and CUSTOMER) to the SUPPLIER in respect of:
 - (a) any breach of the CONTRACT;
 - (b) any use made by the BUYER of the SERVICES or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the CONTRACT.
- 15.2 All warranties, conditions and other terms implied by statute and in accordance with the applicable law are, to the fullest extent permitted by law, excluded from the CONTRACT.
- 15.3 Subject to Article 15.2 and Article 15.3:
 - (a) the BUYER shall not be liable for CONSEQUENTIAL LOSS; and
 - (b) the BUYER'S total cumulative liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price chargeable paid for the GOODS and/or SERVICES with a maximum of € 25.000.
- 15.4 The SUPPLIER shall indemnify the BUYER against any claims for which the SUPPLIER is legally liable or for

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any additional costs arising out breach by the SUPPLIER of any conditions hereof required to be observed or performed by the SUPPLIER.

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– ARTICLE 16 FORCE MAJEURE

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– 16.1 Neither PARTY shall be liable to the other for delay or failure in performing its obligations under the CONTRACT to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party and which by its nature could not have been foreseen by such party or, if it could have been foreseen was unavoidable, provided that the SUPPLIER uses all endeavours to cure any such events or circumstances and resume performance under the CONTRACT. This includes without limitations, acts of God, Governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate suitable materials. Strikes and labor disturbances of personnel or employees of the SUPPLIER shall not constitute a Force Majeure occurrence but are occurrences for which the SUPPLIER is responsible.

– 16.2 If any events or circumstances prevent the SUPPLIER from carrying out its obligations under the CONTRACT for a continuous period of ten (10) BUSINESS DAYS, the BUYER may terminate the CONTRACT with the SUPPLIER immediately by giving written notice to the SUPPLIER.

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– ARTICLE 17 GENERAL PROVISIONS

– 17.1 Assignment and Subcontracting: The BUYER may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the CONTRACT. The SUPPLIER may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the CONTRACT without the BUYER'S prior written consent.

– 17.2 Notices: Any notice or other communication given to a PARTY under or in connection with the CONTRACT shall be in writing, addressed to that PARTY at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that PARTY may have specified to the other PARTY in writing in accordance with this Article, and shall be delivered personally, commercial courier, or e-mail. The email address is Legal@dhss.nl The email address for the SUPPLIER is such email address as is published by the SUPPLIER in any correspondence with the SUPPLIER.

– 17.3 Variation: Except as set out in the CONTRACT, any variation to the CONTRACT, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both PARTIES.

– 17.4 Responsible procurement: SUPPLIER shall respect and commit to an internationally recognized standard on human rights, anti-corruption, environment and labor and the SUPPLIER agrees to accommodate any potential audit pursuant to verification of the same by the BUYER. SUPPLIER'S non-compliance with this Article shall be considered material breach of the CONTRACT.

– 17.5 Void provisions: If any provision or part of the CONTRACT or of these PURCHASING CONDITIONS are rendered void or unenforceable, for whatever reason, then it shall be void and unenforceable to that extent only and no further. Any such void or unenforceable part of the CONTRACT or of these PURCHASING CONDITIONS will be (deemed to be) replaced by provisions, which are neither void nor unenforceable and which differ as little as possible - in view of the aims of CONTRACT or of these PURCHASING CODITIONS and the relevant provisions — from the void and/or unforeseeable provisions.

– 17.6 Exclusivity: The CONTRACT is a non-exclusive contract.

– 17.7 No Waiver: No waiver of any term of the CONTRACT or of these PURCHASING CONDITIONS by the BUYER shall be deemed to be a further or continuing waiver of any other term thereof.

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