

## GENERAL PROCUREMENT CONDITIONS

These terms and conditions apply to all requests for procurement of services or products (including related or subsequent purchase orders, quotations and (supply) agreements) requested or ordered by, or agreed with NieuweWeme Technische Montages B.V. ("NieuweWeme"). By accepting or confirming any (purchase) order made by NieuweWeme (including fabricate, supply, provide, render or deliver (as applicable) any order for any product or service made by NieuweWeme), the Supplier (as defined below) hereby ratifies and agrees that it has accepted, understood and agreed to the following terms and conditions (the "Terms" and together with the relevant Purchase Order, the "Agreement").

### 1. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears.

"**Business Day**" means any day other than a Saturday, Sunday or a public holiday in the Netherlands.

"**Goods**" means any products, equipment, tools, hardware or software (to be) provided and/or delivered by Supplier to NieuweWeme under or pursuant to this Agreement and/or any Purchase Order.

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade/business names and domain names, goodwill, inventions, knowhow, utility model, service mark, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including knowhow and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Purchase Order**" means the purchase order from substantially in the format as attached to this Agreement in Schedule 1, agreed by the Parties in accordance with Clause 3, including amongst others the scope of work, Specs, planning and milestones, testing and handover, financial terms and payment method, (provisional) acceptance and such other relevant terms and conditions (e.g. back-to-back warranties).

"**SLA**" means service level agreement attached as Schedule 2 that includes the service levels of the services as from time to time provided by Supplier following handover and delivery of the Services.

"**Services**" means the relevant (development, design, engineer, maintenance, construction, production) services and/or products (to be) provided by Supplier to NieuweWeme under a Purchase Order.

"**Specs**" means any and all information constituting or concerning research, development, engineering, design, construction, processes and methodologies and

engineering/procurement/design requirements, know-how, data, reports, product architecture, (record) drawings, diagrams, specifications, construction information models, civil integrated management models, designs, specification, deliverables and other technical information as provided or otherwise made available by NieuweWeme to Supplier.

"**Supplier**" means the relevant party with which a request for procurement or purchase order is made by NieuweWeme.

"**Work Products**" means all deliverables and other data, reports, works, inventions, drafts, prototypes, products and intermediate versions produced or acquired by the Supplier for NieuweWeme in the performance of the Services for NieuweWeme.

### 2. SCOPE

2.1 Supplier agrees to perform and deliver the Services to NieuweWeme in accordance with and subject to this Agreement, the Purchase Order and the SLA, and NieuweWeme may from time to time request or adjust (further) Services in accordance with Clause 3 and 5.3.

2.2 NieuweWeme warrants that the information provided in the Purchase Order is correct and true.

2.3 If the Agreement refers to technical, safety, quality, environmental or other regulations and/or to documents not attached to the Agreement or a Purchase Order, the Supplier shall be deemed to understand and have knowledge of these unless it informs NieuweWeme to the contrary in writing immediately. NieuweWeme shall then provide the Supplier with further information on these regulations and documents.

### 3. GOODS AND SERVICES

#### 3.1 Goods

3.1.1 All Goods shall be delivered Delivery Duty Paid ("DDP") in Münsterstraat 12, 7575 ED Oldenzaal, the Netherlands (Incoterms 2020, available at <https://iccwbo.org/>) at the agreed delivery time. Time is of the essence in relation to Supplier's obligations to deliver the Goods on the agreed delivery time, or within the agreed delivery period.

3.1.2 Parties agree that delivery shall not constitute acceptance of the Goods by NieuweWeme. The Supplier shall be responsible for any loss or damage due to its failure to properly package, handle or pack the Goods.

3.1.3 The Supplier shall pack, mark and ship the Goods in accordance with sound commercial practice and all Goods shall be clearly marked as destined for NieuweWeme. Each delivery shall include a NieuweWeme order reference number and the number of parts, as well as the correct name and address details of the delivery address. The outside of the package shall have a packing list attached listing the contents of the shipment. The Supplier shall, with each delivery of Goods, provide NieuweWeme with copies of any applicable licenses.

NieuweWeme may reject – at Supplier's risk and account – Goods that do not comply with these requirements set out in Clause 3.1.

- Packaging that is to be returned to the Supplier shall be marked as such.
- 3.1.4 The packaging, shipping, storage and processing of the Goods shall comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Where safety information sheets exist for a shipment or the packaging, the Supplier shall always supply these sheets together with the Goods.
- 3.1.5 The Supplier shall make no partial deliveries without prior written consent of NieuweWeme to do so.
- 3.1.6 The ownership of the Goods (including any related Intellectual Property Right) shall transfer, convey and set over to NieuweWeme at the moment of payment by NieuweWeme of the relevant invoice for the relevant Goods. Where necessary, these conditions of purchase shall function as a deed of transfer of title.
- 3.1.7 If materials, such as raw materials, auxiliary materials and software of NieuweWeme are processed in the Goods, the Supplier acknowledges that the main elements of such Goods are the property of NieuweWeme and that this concerns a new object which is owned by NieuweWeme.
- 3.2 Services
- 3.2.1 The Supplier shall perform the Services with due skill and care, in conformity with good industry practice, using proper materials and employing sufficiently qualified staff.
- 3.2.2 The Supplier shall not subcontract performance of the Services, unless with the prior written consent of NieuweWeme. Even if such consent is granted by NieuweWeme, the Supplier shall be and remain liable for the acts and omissions of any third party involved by the Supplier in the performance of the Services.
- 3.2.3 NieuweWeme shall confirm acceptance of the Services and any Work Products in writing. If the Services are rejected by NieuweWeme, NieuweWeme shall inform the Supplier of its reasons for rejection in writing and the Supplier shall at its own expense, carry out the necessary corrections, additions, or modifications within 30 (thirty) days of NieuweWeme's notice to the Supplier of its rejection.
- 3.3 General covenants and undertakings
- 3.3.1 Supplier shall appoint a manager in relation to the Goods and Services who shall have the power and authority to contractually bind the Supplier on matters relating to the Services (including any adjustment thereto) and who shall be generally available to discuss any issues, requests or contract matters.
- 3.3.2 Supplier shall deliver the Goods, Services and Work Products to the Supplier, in accordance with the relevant Purchase Order in all material respects.
- 3.3.3 Supplier shall duly, promptly and timely provide and comply with the relevant services, covenants and obligations as set out in the SLA.
- 3.3.4 Supplier shall meet the timelines and any milestones specified in the relevant Purchase Order. In the event of any (threatening) delay(s) or issues that (may) affect the timelines and milestones, Supplier shall promptly notify NieuweWeme, and Parties shall in good faith discuss possible solutions and/or alternatives. Notwithstanding the foregoing, in the event of any delay, NieuweWeme shall be entitled to indemnification of any third party claims and liabilities (including (delay) penalties, delay LDs) of its Customers due to or caused by the delay in the agreed timelines and milestones caused by, for the risk and account of or attributable to the Supplier (including its acts, negligence or omissions) and/or (wholly or partly) revoke the relevant Purchase Order and/or terminate or rescind this Agreement. NieuweWeme will then be obliged to reimburse the Supplier for the costs reasonably made by the Supplier up to rescission of the Purchase Order or termination of the Agreement.
4. **PRICE AND PAYMENT**
- 4.1 The agreed price for the relevant Goods and/or Services (in EUR) shall be set out in the relevant Purchase Order, exclusive of VAT and inclusive of all costs and any license fees.
- 4.2 Invoices shall be submitted bearing the relevant Purchase Order-number, as per the order placed, and itemized stating the item numbers.
- 4.3 NieuweWeme shall be entitled to suspend payment as long as these details remain outstanding.
- 4.4 NieuweWeme shall make payment within 30 days of acceptance of the Goods or Services and receipt of correct invoice.
5. **QUALITY INSPECTION, NON-CONFORMITY AND CHANGE REQUESTS**
- 5.1 Quality inspection
- 5.1.1 NieuweWeme has the right to test and inspect the Goods and Services at all times, both during production, processing and storage, and after the delivery, or have them tested and/or inspected.
- 5.1.2 To enable NieuweWeme to execute its right of testing and inspection, the Supplier shall, upon request, grant NieuweWeme or his representative access to the place of production, processing or storage. The Supplier shall cooperate with the testing and inspection free of charge. If a test or inspection as referred to in this Clause cannot take place at the proposed time because of reasons attributable to the Supplier, or if a test or inspection has to be repeated, the costs arising from this for NieuweWeme will be at the Supplier's expense.
- 5.1.3 If following the testing or inspection, the delivery of a Service or Goods is rejected, NieuweWeme shall inform the Supplier accordingly within a reasonable term from discovery and NieuweWeme shall be entitled (at no costs) to a prompt replacement or repair, or – at NieuweWeme' discretion – may proceed to terminate or annul the Agreement.
- 5.2 Non-conformity
- 5.2.1 If any Goods, Services or Work Products are or become defective or otherwise do not conform to the requirements in the Agreement, NieuweWeme shall notify the Supplier and may, without prejudice to any other right or remedy available in contract or at law, at its sole discretion:

- (a) require correct performance by the Supplier;
  - (b) require delivery of substitute Goods or Work Products;
  - (c) demand repair of the lack of non-conformity;
  - (d) rescind or terminate the Agreement.
- 5.3 **Change requests**
- 5.3.1 If NieuweWeme wishes to change the Scope of Work as set out in the Purchase Order, timelines and milestones, it shall submit details of the requested change to the other Party in writing (each a "**Change Request**").
- 5.3.2 If NieuweWeme submits a Change Request, Supplier shall promptly provide, with the Change Request, written details of the impact which the proposed change will have on:
- (i) the Goods or Services;
  - (ii) the change of the agreed price(s), costs and charges;
  - (iii) the timetable and milestones of the Services, Goods, and
  - (iv) the other effects this change or additional work will have on its performance under the Agreement.
- 5.3.3 Unless and until both Parties consent to a Change Request in writing, there shall be no change to the Purchase Order, save as set out otherwise in this Agreement. If Parties (acting in good faith) cannot agree to the material terms of any Change Request, then NieuweWeme has the right to revoke the Purchase Order or terminate or rescind and/or Agreement. NieuweWeme will then be obliged to reimburse the Supplier for the costs reasonably made by the Supplier up to rescission of the Purchase Order or termination of the Agreement.
6. **INTELLECTUAL PROPERTY RIGHTS**
- 6.1 All machinery, tools, Specs, raw materials and other items furnished by NieuweWeme to the Supplier or paid for by NieuweWeme, for use in the performance of the Agreement, shall be and remain the sole property of NieuweWeme.
- 6.2 All intellectual property rights in any machinery, tools, samples, Specs, raw materials and other items provided by NieuweWeme to the Supplier as well as all intellectual property rights in the Work Products created under the Agreement, shall remain vested in and belong solely to NieuweWeme.
- 6.3 The Supplier warrants to NieuweWeme that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any third party intellectual property rights.
- 6.4 The purchase by NieuweWeme of the Goods and/or Services shall confer on NieuweWeme an irrevocable, unlimited, fully paid up, assignable, transferable, sublicensable, worldwide and royalty free, exclusive, worldwide, perpetual right and license on any elements in those Goods and/or Services for which the Supplier is unable to transfer full title to NieuweWeme.
7. **(BACK-TO-BACK) WARRANTIES**
- 7.1 The Supplier warrants that for a period of 12 months after acceptance of the Goods:
- (a) the Goods are of good quality and free from defects in design and workmanship;
  - (b) the Goods are manufactured with only new and unused materials;
  - (c) the Goods correspond exactly with the requirements of the Agreement and the reasonable expectations of NieuweWeme regarding the characteristics, quality and reliability of the Goods.
- 7.2 Furthermore, the Supplier warrants that:
- (a) the Services (including those as rendered under the SLA) shall be rendered, performed, provided, executed, maintained, offered and operated (x) in compliance with all (privacy, data protection) laws, rules, guidelines and regulations and with the highest industry (ESG) standards and (ethical) codes of practice, as a good and responsible corporate citizen, (y) with reasonable skill and care and with promptness and diligence, and (z) executed in a good, professional and workmanlike manner and supplied and supported by appropriately qualified and trained personnel acting with due skill, care and diligence;
  - (b) it has, and shall retain relevant staff with the appropriate and up-to-date level of expertise and experience to enable, develop, deliver and provide the Services and Goods, including any change, replacement, modification, deployment, change, implementation, deployment or further adjustment of the Services and Goods;
  - (c) the Services and Goods (or any part or replacements, replacement, integration or modifications thereof) do not infringe in any manner any copyright, patent, trademark, trade secret or other (intellectual property) right of any third party and do not result in any harm, injury or damage to a third party or any additional payment obligation not contemplated herein;
  - (d) it will comply with all (environmental, health, safety and security) permits, licenses and other governmental authorisations (where applicable) necessary for conducting, carrying out and continuing its operations and business (including rendering and providing the Services and Goods) and it owns, controls or has obtained any and all necessary rights, licenses, permits and clearances for all the rights, title and interest in and to the Goods and Services;
  - (d) any software used in or for the Goods or Services (or any part, implementation, replacement, integration or modifications thereof):
    - (i) is free of any Errors ("Error" means any mistake, problem, error, bugs, defect, malfunction or deficiency which causes an incorrect or inadequate functioning or non-functioning of the Custom Software or any deviation from any requirement(s), instructions or specifications in relation to the same) and the software will not detrimentally

- affect the software, programs and hardware as used by NieuweWeme, and
- (ii) shall contain no computer instructions, including, but not limited to, any virus, Trojan horse, worm, trapdoor, backdoor or malicious code the purpose of which is (a) to disrupt, damage, destroy, alter or interfere with the use or operation of any software, systems, firmware, hardware, services, data, programs or computer or telecommunications facilities of NieuweWeme (including any data available in the systems of NieuweWeme), or (b) to perform functions which are not an appropriate part of the functionality of the software and whose result is to disrupt the use or operation of the software, systems, tools, computers or programs of NieuweWeme.
- 7.3 Each Purchase Order may include certain obligations, covenants, warranties, undertakings, requirements or representations that NieuweWeme has accepted and agreed to with its customers (collectively and each individually, the "**Back-to-Back Warranties**"). Supplier hereby agrees and acknowledges that it has taken due notice of the Back-to-Back Warranties and understands its principle. Supplier hereby assumes, accepts and agrees to the Back-to-Back Warranties and hereby agrees to the inclusion of the Back-to-Back Warranties into this Agreement as its own obligations, covenants, warranties, requirements or undertakings. In the event of any breach of the Back-to-Back Warranties by Supplier, Supplier shall indemnify NieuweWeme in full for any third party claim (including penalties) suffered, paid or incurred by NieuweWeme due to a breach NieuweWeme of these Back-to-Back Warranties caused by, for the risk and account of or attributable to Supplier.
- 7.4 In the event of a breach of warranty the Supplier shall, during the warranty period, repair or replace, at NieuweWeme' discretion, the defective Goods free of charge. NieuweWeme shall notify the Supplier of a warranty issue as soon as reasonably possible, and at least within 20 Business Days of discovery of the defect, in writing (provided that any later notice shall be acceptable to the extent that the Supplier is not materially adversely prejudiced by such late notice). Defects caused by unauthorized modifications, use or improper installation of the Goods by, or on behalf of NieuweWeme shall not be considered a breach of warranty.
- 7.5 Goods repaired or replaced within the warranty period, assume the remainder of the original warranty period, or are warranted for a 6 months' period, whichever period is longer.
- 7.6 The Supplier warrants that it performs Services using the duty of care as set out in article 3.2 and according to the description (including any completion criteria) stated in the relevant Purchase Order.
- 7.7 The remedy for breach of the warranty for Services shall be re-performance by the Supplier, without charge, of the defective part of the Services in addition to all other remedies as available by law or contract.
- 7.8 Notwithstanding any other remedies available by law or contract, Supplier shall fully indemnify NieuweWeme for any third party claim due to a breach by Supplier of the warranties set out in Clause 7.
8. **LIMITATION OF LIABILITY**
- 8.1 Each Party's total liability under or pursuant to this Agreement shall be limited to 200% of the fees (to be) paid by NieuweWeme under the Agreement in a year or EUR 100,000 (whichever is higher), unless agreed otherwise.
- 8.2 Each Party is liable for breach of any provision of the Agreement by anyone acting under its direction or control or on its behalf, including subcontractors.
- 8.3 The Supplier is not liable for non-conformity of the Goods or Services directly resulting from the specifications, direct instructions, or data, provided or required by NieuweWeme.
- 8.4 Under no circumstances will the Parties be liable for any indirect, special, punitive, exemplary, consequential or incidental damages, such as but not limited to loss of revenue, profits, data, business, goodwill, claim, or anticipated savings, and reputational damages, however caused (even if advised of the possibility of such damages).
- 8.5 None of the exclusions and limitations of liability as set out in this Clause 8 shall apply in case of personal injury or death, or for damages caused by fraud, gross negligence or willful misconduct or in the event of indemnification of any third party claim or third party liability.
9. **TERM AND (CONSEQUENCES OF) TERMINATION**
- 9.1 This Agreement commences on the date hereof for indefinite period of time and can be terminated by either Party upon fulfillment or completion of all the Purchase Orders, unless earlier terminated in accordance with the terms of this Agreement. Termination of this Agreement shall not affect any outstanding warranties or warranty period (including related liabilities, remedies and indemnifications) and SLAs (in which event the relevant provisions of this Agreement shall survive termination and remain in force).
- 9.2 Without affecting any other right or remedy available to it, either Party may terminate or suspend this Agreement and/or a Purchase Order with immediate effect in case of:
- (a) a material breach by the other Party and that breach remains unremedied for 20 Business Days from the date of receipt of notice, or immediately insofar the material breach cannot be remedied or in the event of a repeated material breach;
- (b) the other Party is granted a suspension of payment or a winding-up procedure has been started, or a petition is filed in bankruptcy against a Party, or a receiver has been

- appointed, or the business of that Party is liquidated or discontinued;
- (c) there is a change of control in the other Party.
- 9.3 Without affecting any other right or remedy available to it, NieuweWeme may terminate this Agreement and/or a Purchase Order with immediate effect without a notice of default being required by giving written notice to the Supplier as permitted per the relevant terms of this Agreement.
- 9.4 **On termination or expiry of this Agreement:**
- (i) NieuweWeme shall promptly pay to Supplier all of the outstanding undisputed invoices and in respect of the Goods and Services accepted by NieuweWeme for which no invoice has been submitted, Supplier may submit an invoice, which shall be payable in accordance with the terms of this Agreement;
- (ii) **for any outstanding or unfinished work or work in progress, Parties shall in good faith discuss possible solutions to finish, hand over and/or payment for the costs reasonably made by the Supplier until termination for the unfinished or work in progress Services and Deliverables;**
- (iv) the following clauses shall continue in force and survive termination: Clause 6 (Intellectual Property Rights), Clause 8 (Limitation of liability), Clause 12 (Confidentiality), Clause 18 (Governing law and Jurisdiction) and such other clauses that by nature or designation (e.g. Clause 3.3.3, 7) survive termination.
- 9.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
10. **CONFIDENTIALITY**
- 10.1 Confidential information shall mean the terms and conditions of this Agreement, the fact that this Agreement exists between the Parties and any information disclosed by one Party (the disclosing party) to the other Party (the receiving party), in any form(at) including without limitation documents, business plans, blue prints, (development / security / technical / access / source / programming / object) codes, software, technical/ financial/ marketing/ Supplier/ business information, specifications, analysis, designs, drawings, data, computer programs of the disclosing party, any information relating to personnel or affiliates of a disclosing Party and includes information disclosed by third parties at the direction of a disclosing Party and any information marked or designated as confidential or of which a receiving party should reasonably know that it should be treated as private and confidential. The Purchase Order(s) and Specs shall be regarded as Confidential Information of NieuweWeme and treated as such by Supplier.
- 10.2 Each Party agrees that (i) all Confidential Information shall be treated as strictly private and confidential and not disclosed to any (third party by the receiving party, (ii) all Confidential Information of the disclosing party shall remain the exclusive property of the disclosing party, and (iii) the receiving party shall not use it for any purpose, except in furtherance of this Agreement and subject to Clause 10.3.
- 10.3 Confidential information shall exclude any information which:
- (a) was publicly known or was in the public domain at the time of disclosure;
- (b) was received by the receiving Party from a third party, without breach of any obligation of confidentiality;
- (c) was already in the possession of receiving Party, without confidentiality restrictions, at the time of disclosure by the disclosing Party;
- (d) is permitted for disclosure by the disclosing Party in writing;
- (e) is independently developed by the receiving Party without use of confidential information, or
- (f) is required to be disclosed by the receiving Party pursuant to any order or requirement from court, administrative or governmental agency, provided that the receiving Party shall give the disclosing Party prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order.
- 10.4 The Supplier shall not be entitled to use the 'NieuweWeme' name and logo, and/or the names of NieuweWeme' customers in advertisements and other commercial publications without prior written permission of NieuweWeme.
11. **FORCE MAJEURE**
- 11.1 Neither party shall be liable for any failure or delay in fulfilling the terms of the Agreement due to fire, strike, war, civil unrest, pandemic, quarantine, terrorist action, government regulations and act of nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.
12. **PRIVACY AND DATA PROTECTION**
- 12.1 Each Party shall in accordance with applicable data protection laws:
- (a) only carry out processing of any personal data provided by the other Party, on the other Party's explicit written instructions;
- (b) implement appropriate technical and organizational measures to protect any personal data provided by the other Party against unauthorized or unlawful processing and accidental loss or damage, and
- (c) only transfer personal data provided by the other Party to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject.

- 12.2 Parties agree that relevant personal data of the relevant employees or representatives involved in this Agreement or the Purchase Order (i.e. name, business email/mobile phone) may be used in furtherance of or as required for performance under this Agreement (including manage and maintain business relations and customer service) and shall inform the relevant employees and representatives in this respect.
13. **EXPORT CONTROL**  
If the delivery of a Service or Good is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or is otherwise restricted or prohibited due to export or import control laws or regulations, the Supplier shall inform NieuweWeme as soon as reasonably possible (including but not limited to export control classifications numbers, export control licenses and/or commodity classification automated tracking system as applicable). The Supplier shall execute all required efforts to have such a license granted and may suspend only those of its obligations that are dependent upon the granting of such license, and only for the duration of such restriction or prohibition. NieuweWeme at its option may terminate the Agreement, without incurring any liability towards the Supplier, if such license is not granted within a reasonable time.
14. **MISCELLANEOUS**
- 14.1 Save as set out otherwise, neither Party shall assign or transfer or deal in any other manner with any of its rights and obligations under this Agreement or a Purchase Order without the prior written consent of the other Party, which shall not be unreasonably withheld.
- 14.3 Save as set out otherwise, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).
- 14.4 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any rights or remedies in subsequent events of breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and the other provisions of this Agreement will continue in effect. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 14.7 This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral. Supplier's (general delivery) terms and conditions (whether published on Supplier's website, or stated on an offer, quote, order confirmation, invoice, shared or otherwise declared applicable or disclosed) are expressly waived and excluded and shall not apply.
- 14.8 The Parties are independent contractors. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, render any Party the agent of the other Party, or authorize any Party to make or enter into any commitments for or on behalf of the other Party.
- 14.9 Any notice given to a Party under or in connection with this Agreement or any Purchase Order shall be in writing and shall be delivered by email, hand or by pre-paid first-class post or other next Business Day delivery service at its registered office.
- 14.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered to the other Party shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 14.11 When NieuweWeme (temporarily) (tacitly) (wholly or partly) allows deviations from the terms and conditions of this Agreement, it does not affect its right to demand direct and strict observance of these terms and conditions (without notice or communication). The Customer can never derive (or have derived) any right on the basis of the fact that NieuweWeme applies the present conditions flexibly.
- 14.12 NieuweWeme reserves the right to change these terms and conditions at any time (without prior notification or communication). The amended terms and conditions will enter into force at the announced time of entry (the "Effective Date") and apply to all RfP's, Quotations and Order Forms requested or issued as of the Effective Date (unless indicated otherwise by NieuweWeme). NieuweWeme will make the amended terms and conditions available for the Customer in a reasonable manner. If no time of entry into force has been announced, the amendments will enter into force with respect to the Customer as soon as they have been published at NieuweWeme website. Customer shall regularly check the website for updated terms and conditions.
- 14.13 All notices, communication and documentation between Parties shall be in English, unless agreed otherwise by Parties. The original English version of these Terms may have been translated into other languages. The translated version of the English Terms is a courtesy and office translation only and the Customer cannot derive any rights from the translated version. In the event of a dispute about the contents or

interpretation of these terms and conditions of the Agreement or in the event of a conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version of these Terms, the English language version shall prevail, apply and be binding and conclusive. The English version shall be used in legal proceedings. The English version is available on the following website and shall be sent to you upon written request.

15. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**
- 15.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Netherlands.
- 15.2 Each Party irrevocably agrees that the competent courts of Overijssel (Zwolle) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or any Purchase Order, or its subject matter or formation.
- 15.3 If a dispute arises out of or in connection with this Agreement or any Purchase Order, or the performance, validity or enforceability of it, then the Parties shall in good faith attempt to solve the dispute amicably. If the Parties are for any reason unable to resolve the dispute within a reasonable time of it being referred to their senior officers, the dispute shall be resolved by the competent courts of Overijssel in accordance with Clause 15.2.



Schedule 1 – Purchase Order





SCHEDULE 2 – SLA