

# GENERAL TERMS AND CONDITIONS OF POS SERVICE HOLLAND B.V.

Having its registered office at the Stichtse Kade 47c, 1244 NV Ankeveen, The Netherlands Registered with the Chamber of Commerce under number 52366634 registered with the Chamber of Commerce 11-02-2025.

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### Article 1. Definitions

The following terms are capitalized and used in the following meaning, unless expressly indicated otherwise:

1. **Agreement:** the agreement between the Supplier and Buyer on the basis of which Supplier supplies Products and/or Services to Buyer against payment.
2. **Buyer:** legal entity who purchases Products or Services from the Supplier.
3. **Order:** placing an order to supply Products and/or Services by the Buyer from Supplier.
4. **Parties:** Supplier and the Buyer jointly.
5. **Products:** all goods, including documentation, (technical) drawings and (test) equipment, which are the subject of the Agreement.
6. **Services:** all work, in whatever form or capacity, which the Supplier carries out by order of the Buyer.
7. **Supplier:** the private company with limited liability Pos Service Holland B.V., the party with which the Buyer concludes the Agreement and user of these general terms and conditions.
8. **Terms and conditions:** these general Terms and conditions of the Supplier.
9. **Website:** [www.psh.eu](http://www.psh.eu)

### Article 2. Applicability

1. The present Terms and conditions are applicable to any and all proposals, Agreements and deliveries of Supplier, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.

2. Any general terms and conditions of the Buyer, by any name whatsoever, are expressly rejected. Deviations from and additions to these Terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Supplier in writing.
3. If the Supplier has accepted deviations from the Terms and conditions for a short or a longer period of time, whether or not implicitly, it does not waive its right to enforce direct and strict compliance with the Terms and conditions. The Buyer cannot derive any rights based on the Supplier's flexibility, if any, in applying its Terms and conditions.
4. The Terms and conditions are equally applicable to all Agreements concluded with Supplier for the implementation of which third parties must be relied on. Said third parties can invoke the Terms and conditions directly against the Buyer, including any exclusions of liability.
5. Should one or more provisions of the Terms and conditions or of any other Agreement concluded with Supplier be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Supplier.
6. The Buyer with whom the Terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to an Agreement concluded with Supplier at a later date.
7. In case of a discrepancy between the content of an Agreement concluded by and between the Buyer and Supplier and the Terms and conditions the content of the Agreement shall prevail.
8. In case of an interpretation of the content and meaning of the Terms and conditions as well as in the case of conflict between the content or interpretation of any translations of the Terms and conditions and the Dutch version, the Dutch text shall be leading and prevail each time.
9. The most-recently filed version and/or the version of the Terms and conditions as applicable at the time of conclusion of the Agreement shall always apply.

### **Article 3. Proposals and offers**

1. Any and all proposals and offers of Supplier are revocable and are made subject to contract, unless indicated otherwise in writing.
2. A complex quotation shall not oblige Supplier to deliver a part of the Products and/or Services included in the proposal at a corresponding part of the price quoted. The price on a quotation is only valid when the customer places an order for the total quotation.
3. The content of the delivery shall exclusively be determined by the description of the delivery specified in the proposal. If the acceptance deviates (on subordinate points) from the proposal included in the offer then Supplier shall not be bound by the same. The Agreement shall in that case not be concluded in accordance with said deviating acceptance, unless Supplier indicates otherwise.
4. If an Agreement is quoted based on actual costs, the prices quoted shall merely serve as a guide; the actual hours worked by Supplier and the actual costs incurred by Supplier shall be invoiced.
5. Clear errors or clerical errors in the proposal of Supplier shall not bind Supplier.
6. The prices in the proposals of Supplier shall be exclusive of VAT and other official duties, unless indicated otherwise.
7. Unless agreed in writing otherwise, supplier is entitled to change its prices at any time. Proposals and offers shall not automatically be applicable to future Orders.

### **Article 4. Conclusion of the Agreement**

1. Barring the provisions set forth below an Agreement with Supplier shall only be concluded after Supplier has accepted respectively confirmed an Order in writing. The Order confirmation is deemed to correctly and completely represent the Agreement, unless the Buyer immediately objects to the same in writing.
2. As far as Orders placed on the website of the Supplier are concerned, contrary to the provisions of paragraph 1 of this article, the Agreement will have been concluded at the time the Buyer has successfully gone through all steps of the online ordering process.
3. Any additional arrangements or changes made at a later time will only bind the Supplier if these are confirmed by the Supplier in writing within five days and before sending off the delivery.
4. For Agreements or transactions for which by nature and size no written quotation or order confirmation is sent, the invoice will be deemed to constitute a correct and complete representation of the Agreement, subject to a written objection within eight days after the invoice date.

## Article 5. Delivery

1. Unless otherwise agreed to in writing, delivery shall take place ex place of business or warehouse in Ankeveen, The Netherlands (Ex Works – Incoterms 2010).
2. If the delivery of goods takes place at a delivery address specified by the Buyer then the Buyer must see to it that the location where the goods must be delivered is located on the ground floor and is properly accessible and passable for the transport and/or supply of the goods over a paved road.
3. The choice of the means of transport is at Supplier's discretion, also in case of paid (non-franco) shipments, where no instructions for the shipment were issued by the Buyer. Temporary hindrances or impediments in transport with the chosen means of transport, don't automatically require the use of another means of transport.
4. If the Buyer has specific requirements with regard to packaging used by the Supplier, all costs for the use of this packaging shall be accountable to the Buyer. Packaging materials are not taken back by the Supplier, but should be handled and disposed of as waste in an orderly manner by the Buyer.
5. Products that are ready for pick-up or ready for shipping, should be collected immediately at the place of delivery or receipt.
6. If it turns out to be impossible to deliver the Products to the Buyer because of a cause on the side of the Buyer, the Supplier reserves the right to store those Products for the account and risk of the Buyer, without any liability on the part of the Supplier for damage, impairment, loss or otherwise. A 30-day period apply during storage during which the Supplier will enable the Buyer to collect or receive the Products. This applies unless the Supplier expressly determined a different period in writing.
7. If the Buyer also fails to comply with its obligations after the expiry of the time limit, as intended in the previous paragraph of this article, Buyer shall by operation of law be in default and Supplier shall be entitled to dissolve the Agreement, either in whole or in part, in writing and with immediate effect, without any prior or further notice of default and without any judicial intervention being required and without being liable to pay compensation for damage, costs or interest. As the occasion arises Supplier shall be authorized to sell the Products to third parties or to use the same for the implementation of other Agreements, resulting in invalidity of the documents already prepared. The foregoing shall not affect the obligation of the Buyer to pay the agreed price as well as possible storage costs and/or other costs.
8. The Buyer bears the risk of direct deliveries to clients of the Buyer (recipient).  
The Terms and conditions also apply to direct deliveries to clients of the Buyer and the Buyer is responsible for notifying its client(s)/recipient(s).  
The Buyer is responsible for providing the Supplier with the correct delivery address and telephone number of the recipient. The recipient must be present at the stated delivery address during office hours. If the shipper gives notice that it is unable to deliver the Products, these will be returned to the Supplier and will be credited to the Buyer with a 20% deduction for transport and handling costs.

## Article 6. Delivery times

1. All periods included in the Agreement for delivery of Products and/or Services by the Supplier are an approximation and they are, at most, an obligation of best efforts for the Supplier, so that the Supplier will strive within its power to reasonably comply with the agreed period, unless agreed otherwise, and there is no question of force majeure (as described in Article 14) on the part of the Supplier.
2. A specified delivery time can therefore never be regarded as a strict deadline. If a period is exceeded, the Buyer must give the Supplier written notice of default. The Supplier must in each case be offered a reasonable term and in view of all circumstances in order to still implement the Agreement.
3. If Supplier has indicated a time for the delivery or the implementation of the Agreement then this shall only be approximate. A specified delivery time can therefore never be qualified as a fatal deadline. In the event that a delivery date is exceeded, the Buyer should, therefore, give Supplier written notice of default. Supplier must then be granted a reasonable time limit to implement the Agreement as yet.
4. If the delivery cannot be made ex-stock, the delivery period is the period that the factory needs for the manufacture and transport of the Order; This starts on the day on which the Agreement was finally reached and all information and tools required for the implementation are received by the Supplier.
5. If and to the extent that this is, at the discretion of Supplier, required for a proper implementation of the Agreement, Supplier shall be entitled to rely on third parties for the performance of certain activities.
6. Buyer shall see to it that all data of which Supplier indicates that they are required or of which Buyer should within reason understand that they are required for the implementation of the Agreement, are supplied to Supplier in a timely

fashion. If the data and tools required for the implementation of the Agreement have not been supplied to Supplier in a timely fashion then Supplier shall be entitled to suspend the implementation of the Agreement and/or to charge the additional costs deriving from the delay to the Buyer in accordance with the usual rates.

- Supplier shall be allowed to deliver an Order sold in consignments, invoice each consignment separately and to require payment in accordance with the applicable payment terms.

### Article 7. Inspection and complaints

- The Buyer must inspect the goods delivered immediately after delivery for any deviations with what has been agreed. Any complaints relating to the goods delivered must be submitted to the Supplier in writing within 8 days after delivery, including a completed warranty-/return form, as published on Supplier’s Website. The Buyer must hold the defective goods available for the Supplier. The submission of a complaint, together with completed warranty-/complaint form, shall not suspend the Buyer’s payment obligation in respect of the goods in question. After the expiry of the complaint period mentioned in this paragraph, the goods delivered shall be considered as having been irrevocably and unconditionally accepted by the Buyer.
- After a defect has been established, the Buyer is obligated to immediately cease the use, adaption, processing and/or installation of the relevant Products and furthermore to do and leave everything reasonably possible to prevent (further) damage.
- If the goods arrive visibly damaged from the outside, the Buyer must make a reservation in writing in this respect against the carrier by means of a note on the proof of delivery, and, in derogation from the provisions of paragraph 1 of this article, notify the Supplier in writing within 48 hours after receipt.
- Drawings, technical descriptions, models, specimens, samples, images, colors, weights, sizes and indications of materials used, shall be stated by the Supplier in good faith and as accurate as possible. However, these informative data shall not be binding. Deviations in respect of goods delivered occurring within the margins that are customary in the industry must be accepted and shall not give the Buyer a right to complain, replacement, compensation of damage or any other right, unless the Agreement expressly provides for a smaller margin in respect of deviations.
- Defective Products can exclusively be returned after prior consultation with the Supplier's sales staff. To return the Products, the Buyer must complete the warranty-/return form provided by the Supplier via the Website; failing which, the Supplier shall not process the return.
- If goods have been assembled or processed by the Buyer, it shall no longer be allowed to lodge a complaint, irrespective of the ground, including in case of incorrect delivery, even though it is made within the prescribed period; in these cases Supplier shall not be obliged to compensate in any manner whatsoever.

### Article 8. Warranties and returns

- The Supplier shall only offer a guarantee on the Products if and only to the extent that this has been agreed to in writing between Parties. The guarantee granted is in all cases a so-called "Carry In-Carry Out" guarantee, which means that in case of guarantee the Buyer shall always be responsible for bringing the parts or Products under guarantee to the evaluating party appointed by the Supplier. And after repair/replacement, the Buyer should again pick up the Products or parts at the geographical address preferred by the Supplier.
- The warranty term - unless agreed in writing or stated by law differently- after invoice date, is:

	+Line Selected (max 100.000 km)	+Line Original en TWA (max 100.000 km)	+Line Pro (max 100.000 km)	Other brands (max 100.000 km)	Airco compressors and condensors
Car	12 months	24 months	36 months	24 months	24 months
Other categories (Truck, Marine, etc.)	12 months	18 months	24 months	24 months	18 months
Parts	12 months	12 months	12 months	24 months	12 months

- Deleted
- Buyer must be able to show a correctly completed and dated assembly report at all times on Supplier’s request.
- If the goods are sent to the Supplier under warranty, the Buyer shall bear the costs of transport or shipment, as well as the costs for the return transport, or the return shipment of the Products after repair/replacement by the Supplier, unless otherwise agreed to in writing.

6. Goods under warranty that are sent or transported for repair, replacement or assessment to Supplier, remain the risk of the Buyer at all times, regardless of who determined the manner of transport or shipping and no matter who pays the costs involved.
7. The guarantee does not apply if the Buyer carries out repairs himself or makes changes to the Products, or has them made or applied by third parties, or if the Products have been used improperly or for a purpose other than for which they are intended, when they make modifications, or when they are poorly maintained.
8. Supplier explicitly provides no warranty on Products that have been used in mining, or have been mounted onto, to or in a piece of equipment, machine or vehicle that is or has been used in mining.
9. If the complaint is raised timely, correctly and in accordance with the provisions of article 7 and it is sufficiently demonstrated that the products are defective to the Supplier's reasonable discretion, the Supplier will have the choice to either supply the unacceptable Products again, free of charge, against the return of the defective Products, or to repair the Products in question {turned out to fix it = deleted!}, or to grant the Buyer a discount to be established in mutual agreement on the purchase price, unless it has explicitly been agreed otherwise in a written agreement by the Supplier and the Buyer.
10. Through fulfilment of one of the aforementioned actions, the Supplier shall be fully discharged in respect of his guarantee obligations and the Supplier will not be liable for any further (damage) compensation.
11. If the Supplier supplies new parts to meet the warranty obligation, these Terms and conditions will also apply in full to that delivery.
12. If the Supplier delivers Products to the Buyer which the Supplier has obtained from suppliers, the Supplier shall never be held to a further guarantee or liability to Buyer than that which the Supplier shall have against its supplier. In case of the sale of Products that are sold under a factory or importers warranty, the guarantee shall only apply to any faulty or defective individual components and/or parts of the Products delivered by the Supplier to the Buyer.
13. If Products, supplied under factory or importers guarantee, are returned for assessment of the guarantee by the manufacturer or importer concerned, any cost resulting for the Supplier, will be charged to the Buyer. Transport or shipping of the relevant Products for assessment, replacement or repair by the manufacturer or importer, shall be for the account of the Buyer.
14. The Supplier is expressly not responsible for recommendation or advice in respect of the installation or use of the Products, nor shall the Supplier be responsible for such advice or instructions by the Buyer to its customers. Failure to obtain a roadworthy certificate or any other required consent or authorization by the responsible authority, on a Product sold by the Supplier is the full responsibility of the Buyer and shall not pose grounds for the Buyer to terminate the Agreement or to claim damages.
15. The Products remain fully at the risk of Buyer in the event repair activities are carried out to the Products by the Supplier, unless the repair is the result of a defective performance of the Supplier and it cannot in fairness be expected of the Buyer to insure the Products for the above risk.
16. If the Buyer had any repairs or modifications done without prior consent of the Supplier, or had this carried out by third parties, the Supplier shall not be obliged to comply with its guarantee obligations. This also applies if improper use of the products has taken place by the Buyer or its affiliates, including in any case: any use for which the Product is not intended. {This text deleted: reasonably and according to the user's guide.}
17. If the Supplier replaces parts/products in the scope of the warranty, the replaced parts and Products will become property of the Supplier.
18. If the Buyer fails to fulfil any obligation arising from the Agreement with the Supplier or any associated agreement properly or promptly, the Supplier shall not be obliged to observe any warranty - under whatever name - concerning these agreements.
19. Products that the Supplier rejects under the warranty remain the property of the Buyer. The Supplier will enable the Buyer to collect the rejected Products within 7 working days or to arrange for these to be sent by the Supplier. All costs arising will be borne by the Buyer. If there is no response, the Supplier may remove the Products.
20. The Supplier has the right to send returned Products that do not comply with the above criteria or are considered unjustified claims back to the Buyer. All costs arising, including investigation costs, will be borne by the Buyer.
21. If the Buyer wishes to return a Product, this must take place within maximum 6 months after invoice date, using the form for that purpose in the Supplier's web shop. SEE EXTERNAL DOCUMENT OR BELOW
22. Products can only be returned if the Product meets the requirements, see [return rules](#).
23. Products with a purchase value below [return rules](#) can be registered, but only for warranty claims. A photo with article number may be requested for these Products. These Products can be returned in combination with Products above [return rules](#). For warranty claims, see table [return rules](#) with minimum values.

24. Customer-specific items can not be returned.
25. The Buyer returns the Product with all the accessories supplied and, if this is reasonably possible, in the original condition and packaging. The Product may not have been mounted, used for diagnosis, be engraved or contain other traces of use.
26. The Buyer bears the risk of damage and/or loss of products until the time of delivery to the Supplier.
27. Returned Products that meet the criteria in these terms and conditions will be credited by the Supplier with deduction of costs. These prices are subject to annual indexation, see return rules.
28. The Supplier reserves the right to invoice investigation costs in the event of unjustified claims.

### **Article 9. Specific Warranty conditions for A/C compressors**

1. The warranty for A/C compressors will only apply if the conditions as described on our web shop return rules.
2. The warranty conditions do not include costs for diagnosis, repair and installation. This warranty also does not cover costs for refrigerant and other parts.
3. This warranty is made only to the original Buyer. The warranty does not apply and is void if the purchased part is damaged by abuse, misuse, accident, neglect, modification or shipping damage. In case of shipping damage, contact the shipping department by e-mail for the appropriate PSH entity, see web shop.
4. The Supplier reserves the right to refuse the warranty claim if the documentation is incomplete. By submitting a product complaint, the Buyer agrees to a destructive test of the Product (it is impossible to properly inspect the compressor without disassembling it).

### **Article 10. Pricing and payment**

1. All prices are exclusive of VAT and Dutch or European governmental levies, unless agreed otherwise in writing.
2. All prices are based on the costs at the time of the conclusion of the Agreement. In the event of subsequent cost increases, the Supplier reserves the right to adjust the price accordingly and must inform the Buyer accordingly adequately and in writing. The Buyer is obliged to pay the revised price.
3. The Supplier shall be authorized, at the beginning of the Agreement, to desire an advance in full or in part from the Buyer. Advances must be paid immediately after the conclusion of the Agreement and shall be deducted from the (last) invoice.
4. If it has been agreed that payment will take place by means of invoice, payment must take place within 14 days after the date of the invoice, without any setoff or discount, in a manner to be indicated by Supplier in the currency of the invoice, unless another period is agreed to in writing.
5. Unless otherwise agreed in writing, the supplier will send all invoices digitally to an e-mail address to be specified by the Buyer.
6. After the expiry of the stipulated payment term the Buyer shall be in default by operation of law without any further notice of default being required.
7. In case of default, the Buyer shall be liable to pay interest on the outstanding amount at a rate of 1% per month, unless the statutory commercial interest is higher in which case the statutory commercial interest shall apply. The Buyer shall also be responsible for all judicial and extrajudicial costs that the Supplier incurs in order to obtain satisfaction – both in and out of. In such case the Buyer shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 150.00 (in words: hundred fifty euros). Should the costs actually incurred and to be incurred by the Supplier exceed the aforementioned amount then these additional costs shall equally qualify for compensation. If the payment term has been exceeded by more than one month, the Supplier is authorized to charge associated collection costs (at least 15%) to the Buyer if appropriate persons or institutions are engaged for the collection of the claim.
8. If the Buyer does not comply with its payment obligations in a timely fashion then Supplier shall be authorized to suspend the obligations entered into vis-à-vis the Buyer regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same without prejudice to the Supplier's right to compensation. The same already applies prior to the moment of default if Supplier may within reason assume that there are reasons to doubt the creditworthiness of the Buyer.
9. In case of liquidation, insolvency, debt management or suspension of payment, death or guardianship of the Buyer or a relevant application or petition the claims of Supplier and the obligations of the Buyer vis-à-vis Supplier shall immediately fall due.
10. If the Buyer has, on any account whatsoever, one or more counterclaims vis-à-vis Supplier then the Buyer waives its setoff right. Said waiver of the setoff right is also applicable if the Buyer applies for (provisional) suspension of payment or is declared insolvent. The buyer is not authorized to rent out or give in use the Products that are subject to

the retention of title of the Supplier, to pledge them or to encumber them in any other way or to provide security in any other way to third parties before full payment of the amounts due to the Supplier has taken place.

11. Any credit note issued by the Supplier, regardless of the reason, shall be offset against any outstanding invoices owed by the Buyer. Credit notes shall not be paid out. Any unused credit note shall expire after a period of two years after the credit note date.

## **Article 11. Reservation of title**

1. Any and all goods delivered or to be delivered by Supplier shall remain the property of Supplier up to the moment that the Buyer has complied in full with all its payment obligations vis-à-vis Supplier on account of any Agreement concluded with Supplier for the delivery of goods and/or the performance of activities or the supply of Services, including claims in connection with a failure to comply with this kind of Agreement.
2. A Buyer acting as a reseller shall not be authorised to rent out, grant the use of, pledge or otherwise encumber the Products to which the Supplier has retained title. The Buyer is solely authorised to sell or deliver Products, of which the Supplier is the legal owner, to third parties insofar as this is necessary within the scope of normal business practice of the Buyer.
3. The Buyer shall not be allowed to establish limited rights on goods that are subject to the reservation of title of Supplier. If third parties (wish to) establish (limited) rights on the goods subject to the reservation of title then the Buyer shall forthwith inform Supplier in writing accordingly.
4. Supplier hereby already reserves an undisclosed pledge on delivered goods of which the title has transferred to the Buyer due to payment and which are still in possession of Supplier, by way of additional security for claims, other than within the meaning of article 3:92 paragraph 2 of the Dutch Civil Code, which Supplier may still have vis-à-vis the Buyer on any account whatsoever.
5. The Buyer is obliged to keep (have kept) the delivered goods subject to the reservation of title separate from other goods, with the required diligence and recognisable as property of Supplier.
6. The Buyer is obliged to insure the goods against fire, explosion and water damage as also against theft during the period of the reservation of title and to on demand provide Supplier insight into the policies of said insurances. Any and all claims of the Buyer vis-à-vis insurers of the goods on account of the aforementioned insurances shall, if so desired by Supplier, be pledged to Supplier in an undisclosed manner by way of additional security for the claims of Supplier vis-à-vis the Buyer.

## **Article 12. Suspension and dissolution**

1. If the Buyer fails to comply with its obligations under the Agreement, after a written notice by default by the Supplier with a reasonable time period to rectify the deficiency, then the Supplier shall, without prejudice to the relevant provisions set forth in the Agreement, be entitled to dissolve the Agreement out of court.
2. The Supplier shall, without any demand or notice of default being required, moreover be authorised to dissolve the Agreement, either in whole or in part, out of court by means of a registered letter and with immediate effect if:
  - a. the Buyer applies for (provisional) suspension of payment or if the Buyer is granted (provisional) suspension of payment;
  - b. the Buyer files a winding-up petition or is declared insolvent;
  - c. the Buyer is liquidated;
  - d. an important part of the Buyer is taken over;
  - e. the Buyer discontinues its current company;
  - f. an attachment is, through no fault of the Supplier, imposed on a considerable part of the assets of the Buyer or if the Buyer should otherwise no longer be deemed able to comply with the obligations on account of the Agreement.
3. The Buyer shall only be authorised to suspend or dissolve the Agreement with the Supplier to the extent that said authority derives from the law. If the Buyer has already received performances for the implementation of the Agreement at the time of dissolution then the Buyer can only partly dissolve the Agreement and such exclusively for the part that has not been implemented yet by or on behalf of the Supplier.
4. Amounts that have been invoiced by the Supplier to the Buyer prior to the dissolution in connection with that which the Supplier has already performed for the implementation of the Agreement shall remain payable by the Buyer to the Supplier and shall immediately fall due at the time of dissolution.

## Article 13. Liability

1. If Supplier is liable for damage, said liability shall be limited to compensation of direct damages and at most to the invoice amount of the Agreement (excluding VAT), or that part of the Agreement to which the liability relates. The liability shall be limited in all cases to the actual compensation paid by the insurer of Supplier in that specific case. Direct damage is exclusively understood as:
  - a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions;
  - b. the possible reasonable costs incurred in order to have the defective performance of Supplier comply with the Agreement, unless they cannot be attributed to Supplier;
  - c. reasonable costs incurred in order to prevent or limit damage, to the extent that the Buyer demonstrates that these costs resulted in limitation of the direct damage within the meaning of these general terms and conditions.
2. Supplier shall never be liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, wages, material costs, losses due to business interruptions, environmental damage and damage resulting from penalties imposed due to non-observance of delivery (completion) times.
3. Supplier shall not be liable for damage, of any nature or any form whatsoever, in case it has departed from incorrect and/or incomplete data supplied by the Buyer.
4. The limitations of liability for direct damage included in these Terms and conditions shall not be applicable if the damage can be blamed on willful intent or gross negligence on the part of Supplier.
5. In all cases, the time limit within which the Supplier can be held liable for compensation for damage is limited to 2 years after delivery of the Products or Services to which the damage relates.
6. The Buyer shall indemnify the Supplier against possible claims of third parties who incur damage in connection with the implementation of the Agreement or the use of the Products and of which the cause can be blamed on others than the Supplier, including claims of third parties with regard to intellectual property rights on materials and data supplied by the Buyer that are used for the implementation of the Agreement. In the event that the Supplier should be challenged by a third party in this respect, then the Buyer shall be obliged to assist the Supplier both in and out of court and to immediately do all that may be expected of it in such a case. If the Buyer fails to take adequate measures then the Supplier shall, without notice of default, be entitled to proceed accordingly. All costs and damage on the part of the Supplier and third parties arisen as a result thereof, shall be fully for the risk and expense of the Buyer.

## Article 14. Force majeure

1. The Supplier shall not be obliged to comply with any obligation if it is prevented from doing so in case of *force majeure*. Under the Terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, on which the Supplier cannot exert influence, but which prevent the Supplier from fulfilling its obligations, including strikes in the company of the Supplier or the manufacturer or supplier.
2. During the period of force majeure, the Supplier may suspend the obligations under the Agreement. If the period of force majeure lasts longer than 30 days then each party shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damage.
3. The Supplier shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after the Supplier should have already complied with its commitment.
4. To the extent that the Supplier has already partly complied or shall comply with its obligations on account of the Agreement at the time of the occurrence of force majeure, the Supplier shall be entitled to separately invoice the part already complied with or the part to be complied with respectively. The Buyer shall be obliged to pay this invoice as if it were a separate Agreement.

## Article 15. Intellectual property

1. The Buyer shall not acquire any intellectual property rights in respect of the Products as a result of the Agreement. All rights of intellectual and industrial property on the Products or Services delivered under the Agreement and/or materials such as designs, documentation, reports, quotations as well as preparatory material thereof are vested in the Supplier at all times.
2. The Buyer shall not be permitted to modify or remove any applied marks or identifying marks on the Products or their packaging, nor to modify or copy the Products or any part of these.



3. The Supplier declares that to the best of its knowledge, the Products do not infringe any intellectual property rights of third parties valid in the Netherlands. In the event of any claims by a third party concerning infringement on such rights, the Supplier may, if necessary replace or modify the Product concerned, or acquire sufficient rights in respect of the Product, or terminate the Agreement entirely or partly. The Buyer shall only have the right to terminate the Agreement in so far as he cannot reasonably be expected to maintain the Agreement.
4. The Buyer will immediately notify the Supplier of any claims by third parties concerning an infringement of intellectual property rights in respect of the Products. In the event of such a claim, only the Supplier shall be authorised to put up a defence against this, partly on behalf of the Buyer, or to take legal action against this third party, or to settle out-of-court. The Buyer will refrain from taking any such measures, in so far as this can be reasonable be expected of him. The Buyer agrees to co-operate with the Supplier in these matters.

#### **Article 16. Data protection and privacy**

1. For the execution of the Agreement, each party may processes personal data as defined by the General Data Protection Regulation (the Regulation (EU) 2016/679; GDPR) of the other party and each party shall comply with applicable data protection laws in this respect.
2. Processing of personal data will only take place within the scope of the Agreement. Neither party shall process personal data for any other purpose than the Agreement.
3. Each party shall take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and accidental loss or destruction of, or damage to, the personal data which shall meet the requirements of applicable data protection laws.

#### **Article 17. Transfer of rights**

The Supplier shall be allowed to transfer the rights arising from any Agreement to third parties. Supplier will, when necessary, inform Buyer about this. The Buyer shall only be authorized to do so with the prior written consent of the Supplier.

#### **Article 18. Applicable law and choice of forum**

1. All Agreements concluded and to be concluded by Supplier shall be governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
2. The provisions of this article are without prejudice to the parties making every effort to resolve disputes related to the implementation of the Agreement as much as possible in mutual consultation.
3. The Buyer and the Supplier irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands, over any disputes or claims arising under or in connection with all Agreements, proposals and/or deliveries of the Supplier.