

## GENERAL TERMS AND CONDITIONS OF PURCHASE

In these General Terms and Conditions of Purchase ("General Purchase Terms") the term "Purchaser " shall be understood to refer to **Pantaflex B.V.** (Chamber of Commerce number 24334759).

### 1. IN GENERAL – APPLICABILITY

1. These General Purchase Terms apply to all legal relations between Purchaser and its suppliers, in so far as the supplier is an entrepreneur, a legal person of public law or a special fund under public law. These General Purchase Terms shall apply exclusively. Any divergent provisions of the supplier, in particular terms of sale, supply and payment, apply only if confirmed by Purchaser in writing.
2. By carrying out a first delivery based on these General Purchase Terms, the supplier acknowledges that these General Purchase Terms shall also apply in the version applicable at the time to all further contractual relationships which focus on the sale or the delivery of movable items or the provision of work performance. The currently valid version of the General Purchase Terms shall be provided online (<https://cableconnectivitygroup.nl/PCPantaflex>) for downloading and printing.
3. Any individual agreements with the supplier (e.g. framework agreements, disposition agreements or supply agreements) shall take precedence over these General Purchase Terms. Unless more specific provisions are made therein, they shall be supplemented by these General Purchase Terms. A written agreement or Purchaser's written confirmation is decisive for the content of agreement amendments, supplements or verbal collateral agreements.
4. If individual clauses are void, the validity of the other clauses shall remain unaffected. Parties shall negotiate in good faith any such clauses to agree on new clauses that are closest to the intention of the clause that is void or invalid. The same applies to omissions.

### 2. ORDER AND AGREEMENT

1. Purchaser places orders in writing or in text form (e.g. fax, email, online, EDI etc.). Only the content of this order is decisive. The supplier must confirm the order in writing within 3 days of the order date, unless explicitly agreed otherwise. After expiry of this period Purchaser is entitled to cancel its order(s). Claims by the supplier based on effectively revoked agreements are excluded.
2. Purchaser is entitled, before or after conclusion of the agreement, to demand changes to the goods supplied.
3. The supplier may place subcontracts only with Purchaser's prior written consent. When subcontracting, the supplier must assume liability and contractually transfer to the subcontractor the contractual obligations existing vis-à-vis Purchaser. In addition, the supplier must contractually oblige the subcontractor to comply with all statutory provisions in executing the subcontract, which the subcontractor must prove at Purchaser's request. The supplier must also oblige the subcontractor to contractually pass on to the same extent the contractual obligations he has assumed to his own subcontractors. If a claim is made against Purchaser for breach of law by a subcontractor or sub-subcontractor, the supplier is obliged to indemnify Purchaser against such claims. The supplier bears the procurement risk unless otherwise agreed.
4. Delivery of electricity cable and special cable shall be in accordance with the manufacturer's length. If minimum and/or maximum parameter values have been specified at the time of ordering, the stated maximum values may not be exceeded in any part of the workpiece or product, and the stated minimum values may in no case be undershot at any point. If no separate agreements have been made, underlengths and overlengths of max. 5% are acceptable in cables supplied. This shall not, however, apply to coils, for which lengths precisely cut to size are ordered. Invoicing shall be based on length, whereby the inaccuracy margin of maximum 5% shall apply, unless explicitly agreed otherwise. The length must be ensured by suitable testing and measuring procedures and must be documented; the Purchaser may, at any time, require to be given the results of this testing in writing at no additional cost. The reels supplied with the cables remain property and risk of the supplier. The Purchaser shall return the reels Carriage Paid To ("CPT") to the supplier as soon as possible, but within 6 months after delivery at the latest. Cables may be supplied on loaned reels only if Purchaser has explicitly agreed to this in writing.
5. If the supplier suspends its payments or if insolvency proceedings against its assets, a court-supervised or out-of-court settlement are/is applied for or declared, the Purchaser shall be entitled to rescind the unfulfilled part of the agreement.

### 3. PRICES, PAYMENT

1. The price shown in the respective order is the maximum price; it may be undercut, but not exceeded. In particular, fluctuations in exchange rates or changes with regard to material surcharges shall be borne by the supplier. All prices are inclusive of statutory VAT if not shown separately.

2. Agreed prices include all costs for packaging (cable reels, cardboard boxes, outer packaging, protective sleeves, etc.), cable cuts, transport to the specified place of receipt or use, for customs formalities and customs duty and, in case of doubt, any VAT. If no prices are quoted in the order, the prices demanded by the supplier must be notified to Purchaser in advance for approval. The supplier must take back packaging material free of charge at Purchaser's request. No order costs shall be charged. There is no minimum order value.
3. The agreed price is due for payment after complete delivery and performance (including any agreed acceptance) and proper invoice within 60 days with 3% discount calculated on the gross invoice amount or within 90 days net. Purchaser does not owe maturity interest to supplier. A written notice from the supplier is always required for Purchaser to be in default. Invoices are to be sent in duplicate after delivery, with all related data and VAT statement.
4. After the conclusion of the agreement, and/or in case of an order confirmation, the supplier is not allowed to increase prices, even if circumstances arise that lead to a price increase, including but not limited to purchase prices, prices of raw and auxiliary materials, exchange rates, import and export duties and other levies due on import or export, insurance premiums, freight rates and other levies or taxes, wages, salaries and social security charges. In case supplier wishes to increase prices after conclusion of the agreement and/or order confirmation due to unforeseen circumstances, this will entitle the Purchaser to dissolve the Agreement up to four (4) weeks before the delivery date stated in the order confirmation, without any costs and/or damages being due to the supplier. A change in price and/or delivery date declared by the supplier at unreasonably short notice (less than 6 weeks) prior to the delivery date stated in the order confirmation shall remain irrelevant and shall have no legal effect.
5. In the event of acceptance of early deliveries, the due date shall be based on the originally agreed delivery date.
6. In the event of incomplete or defective delivery, Purchaser is entitled to withhold payment in full or pro rata until proper performance. The supplier is entitled to rights of retention and set-off against Purchaser claims only in respect of such claims that are acknowledged by Purchaser or have been determined by a court and may be executed or are ready for decision.

#### **4. DELIVERY DATES AND PERIODS**

1. The agreed delivery dates and periods shall be binding.
2. The supplier is obliged to inform Purchaser promptly in writing if circumstances arise or become discernible to the supplier resulting in agreed delivery dates being impossible to meet.
3. If delivery dates and periods are not complied with by the supplier for reasons demonstrably not in its responsibility, the parties undertake to adapt the agreement in good faith to the altered circumstances. Purchaser shall nevertheless be released from obligation to accept the ordered delivery and shall be entitled to rescind the agreement if the lapse of time has rendered the goods supplied no longer economically usable by Purchaser. Compliance means arrival of goods at Purchaser or at the stipulated place of performance (in case of doubt to be determined by Purchaser).
4. If the supplier does not comply with delivery dates and periods for reasons within its own sphere of risk, Purchaser shall be entitled to rescind the agreement and/or claim compensation without further notice of default and/or deadline extension.
5. Delivery by instalments shall only be permissible if the Purchaser has expressly agreed to this in writing.
6. No reservation or retention of ownership or title has been agreed upon.
7. Items passed to the supplier by Purchaser for processing and other order-handling operations (cables, components, packaging, raw materials etc.) shall remain the property of Purchaser. If, in the course of order processing, they are combined or mixed with other items owned by third parties, Purchaser shall acquire co-ownership of the new products created, in the ratio of the value of the Purchaser-supplied components to that of the other components used or combined. The supplier undertakes to treat Purchaser's property with care and to insure it against loss and damage. Purchaser's property shall be provided solely for execution of the agreement. The supplier shall have no right to resell, pledge, hire out, lend or make any other disposal to the disadvantage of Purchaser.

#### **5. PASSING OF RISK**

1. Delivery shall be made Delivery Duty Paid ("DDP") at the supplier's risk up to the time of completed delivery at the contractually stipulated point of reception or use. Purchaser shall be entitled, even after conclusion of the agreement, to instruct the supplier a different point of reception or use, provided that no disadvantage (additional costs etc.) is incurred by the supplier or Purchaser undertakes to compensate the supplier for this disadvantage. If Purchaser arranges delivery, transport shall nevertheless still be at the supplier's risk.
2. The supplier shall - 'to whom it may concern' - insure the goods for delivery, at its own cost, against loss and damage during transportation and provide Purchaser proof of said insurance on request.

## 6. PACKAGING OF GOODS

1. The supplier must package the goods for delivery in environment-friendly packaging only, so as to prevent transport damage. Furthermore, the packing instructions for delivery to Purchaser must be adhered to by the supplier. Additionally, the provisions of the European Union Packaging Directive shall apply. Otherwise Purchaser may reject the delivered goods or have them repacked in line with the agreement at the supplier's expense.

## 7. INSPECTION

1. The Purchaser shall inspect the delivered goods within a week of their arrival. If the supplied products' functioning and absence of defects cannot be established with reasonable cost and effort before fitting, initial operation, further processing and/or acceptance of the finished product, inspection may also take place later in connection with one of these operations, including at the end customers premises.

2. If a special quality assurance agreement has been concluded between the supplier and the Purchaser, the inspection obligation shall be limited to transport damage, identity and quantity checks on the packages or cable reels.

3. With regard to externally visible defects that can be observed upon inspection of the goods by Purchaser, notice of defects found must be given within two weeks of delivery of the goods.

4. The supplier shall waive the objection of delayed inspections and/or defect notification if the Purchaser has complied with its obligations under Article 7, subsections 1, 2 and 3 above.

5. The burden of proof in respect of the defects ascertained by the Purchaser lies with the supplier, also in respect of the circumstance that the defect already existed upon delivery.

## 8. TRANSFER OF CLAIMS

Except in case of monetary claims, the supplier shall not be entitled to transfer its claims arising from the contractual relationship to any third party.

## 9. WARRANTY

1. The supplier warrants that all delivered goods and/or services are in line with state-of-the-art engineering, the relevant national, European and international legal provisions and the regulations and codes of practice of public authorities, accident prevention & insurance institutions and trade associations (e.g. DIN, VDE, IEC, VDI, TÜV, GL, UL, CSA, EPA, EAC, IEC, CE, REACH, RoHS, WEEE etc.). This applies irrespective of whether these are expressly or completely named in the agreement and/or associated documentation. The supplier indemnifies the Purchaser against any third-party claims related to the goods delivered, explicitly including software and/or composite goods.

2. The supplier further warrants that the supplied products and packaging materials are environmentally sustainable. If the products supplied do not correspond with the warranty provided, the supplier shall be liable for all damage caused as a result, including consequential damage. The Purchaser shall be entitled to require the supplier to submit certificates of inspection relating to the supplied goods without any charge being due.

3. Unless any conflicting provisions are listed in these General Purchase Terms, the supplier shall be liable for material defects, including incorrect and insufficient delivery, incorrect assembly, faulty assembly, operating or user manuals, and shall be liable for any other infringement of duty according to the statutory provisions.

4. In view of the fact that customers of the Purchaser may demand a warranty which exceeds the statutory warranty periods, the warranty period for deliveries of goods is two (2) years from discovery of the defect by the Purchaser, in the case of services performed by the supplier, from the time of acceptance.

5. If the supplier owes the Purchaser the construction of a building or a work consisting in the provision of planning or supervisory services for such a construction, the warranty period is five (5) years after acceptance of the work or the planning and supervisory services. The extended warranty period shall also apply to deliveries of items which have been used for a building in accordance with their customary use, with the proviso that the limitation period shall commence at the time of delivery of the item.

6. In the case of unchanged installation of the goods supplied in products from the Purchaser, the warranty period (given by the supplier) begins at the time the products are put into operation by the end customer. It ends, however, at the latest five (5) years after delivery of the goods to the Purchaser or, in the case of services provided, after acceptance of the service by the Purchaser.

7. If material defects occur in deliveries during the warranty period, the supplier must provide, at the Purchaser's option, repair or replacement with a defect-free item. Claims for compensation for damage or expenses remain unaffected.

All costs necessary for supplementary performance, replacement delivery or repair, for personnel and materials, installation and dismantling, disposal, transport, increased inspection costs beyond the usual scope for incoming goods inspection, recall and legal action etc., are borne by the supplier. In the event of a replacement delivery by the supplier, the warranty obligations shall recommence with respect to the newly delivered parts in accordance with the above provisions.

8. If the claim for repair or replacement as outlined in Article 9, subsection 6 is not met within reasonable time limits, the supplier is deemed to have failed and the Purchaser is entitled to remedy the defect itself or have it remedied by third parties at the supplier's expense and risk without the supplier's liability for material defects being affected in other respects.

9. The supplier shall bear the costs and the risk of returning defective delivery items.

## 10. PRODUCT LIABILITY

1. The supplier undertakes to indemnify the Purchaser for damage incurred by it because of a defect in the supplied goods. If a claim is made against the Purchaser under the provisions of national or international product liability regulations because of defectiveness in the product deriving from faults in goods supplied by the supplier, the supplier undertakes to indemnify the Purchaser against all claims attributable to a defect in the supplied parts. The supplier's liability to pay compensation shall cover both compensation payments to third parties, legal expenses, recall, assembling and dismantling, disposal and the Purchaser's administration and other expenses for processing the claim.

2. The supplier undertakes to take out product liability insurance at its own cost which includes cover – if and to the extent coverable – of the recall risk, and to show the Purchaser evidence hereof on request. The cover provided by the product liability policy must extend world-wide and accord in scope and duration with the applicable maximum limits of liability under Dutch law, with an amount of EUR 10 million per damage case being sufficient in terms of the sum insured.

## 11. PROHIBITED INGREDIENTS

1. Regardless of whether the supplier is itself an obligated party under Section 1502 of the Dodd-Frank Wall Street Reform- and Consumer Protection Act ("Dodd-Frank Act") and/or under the European Union Conflict Minerals Regulation ("European Union Regulation 2017/821"), supplier shall ensure compliance with Section 1502 of the Dodd-Frank Act and/or with the European Union Regulation 2017/821.

Prior to delivery of products, supplier shall verify whether Conflict Minerals as defined by Section 1502 of the Dodd-Frank Act and/or the European Union Regulation 2017/821 (currently tantalum, tin, gold, tungsten) are contained in the products and, if so, promptly disclose this to the Purchaser. The origin of Conflict Minerals used must be determined by the supplier and disclosed to the Purchaser in a comprehensible manner. In order to comply with this disclosure obligation, the supplier must also require its upstream suppliers to verify and disclose in accordance with Section 1502 of the Dodd-Frank Act and/or the European Union Regulation 2017/821.

2. The supplier must ensure that the substances and products supplied do not violate the European Union Regulation 2019/1021 (Persistent organic pollutants ("POP"), such as pesticides and some industry chemicals), i.e. do not contain any of the substances listed in Annex 1 and Annex 2 of the European Union Regulation 2019/1021 (POPs), unless the exceptions listed in Annexes 1 and 2 or the exceptions listed in Article 4 of the European Union Regulation 2019/1021 (POP) apply.

3. Supplied products must comply with the requirements of the European Union Directive 2011/65/EU (RoHS). In particular, the maximum concentration values specified in Annex II of the European Union Directive 2011/65/EU (RoHS) must therefore not be reached, unless an exception according to Annexes III and IV of the European Union Directive 2011/65/EU (RoHS) is relevant. The obligation to comply with these standards according to these General Purchase Terms is independent of the scope of the European Union Directive 2011/65/EU (RoHS).

4. The supplier shall ensure that the delivered products do not contain any substances above 0.1 mass percentage mentioned in the candidate list according to Article 59 (1, 10) of the European Union Regulation 1907/2006/EC (REACH). In addition, the supplier warrants that the delivered products do not contain any prohibited substances and chemicals pursuant to Section 6 (h) of the United States Toxic Substances Control Act. These obligations exist regardless of the scope of the respective legal bases.

5. Before the first delivery, the supplier must confirm in writing the conformity of the products with the currently applicable versions of all legal requirements to be complied with (in particular REACH Regulation, RoHS Directive, European Union Regulation 2019/1021 (POP) and Section 6 (h) of the United States Toxic Substances Control Act). The supplier must inform the Purchaser immediately if the drawing requirements of Purchaser do not comply with the currently applicable requirements.

The supplier shall ensure the ongoing conformity of his products with any changes in the legal requirements to be complied with and must send to the Purchaser an updated declaration of conformity in the event of a change in the aforementioned legal bases. Non-conformity must be notified to the Purchaser in writing without delay.

## 12. NON-DISCLOSURE

1. The supplier undertakes not to disclose any information about the conclusion of the agreement.
2. All commercial and technical details and operational procedures which have come to its knowledge through the business relationship with the Purchaser shall be treated as business secrets, unless they have entered the public domain. The supplier must contractually impose the same non-disclosure duty, which shall remain in effect after the agreement has ended until a maximum of five (5) years since the business secret(s) became known, on its own personnel, subcontractors and other agents.
2. In the contractually agreed through-delivery of products to end customers, the supplier must comply with the same duties of care which he has assumed vis-à-vis the Purchaser. In manufacturing and supplying customer-specific products, in particular using know-how and specifications from the Purchaser, the supplier must not compete with the Purchaser by supplying cables directly to the Purchaser's customers. Notwithstanding any resulting claims for injunctive relief or removal, the supplier is otherwise obliged to compensate the Purchaser for the loss incurred as a result of the breach of agreement.
3. Items such as tools, moulds, equipment, models, dies, templates, samples and other manufacturing equipment which the Purchaser has made available to the supplier shall remain the property of the Purchaser. If the forenamed items are manufactured for the Purchaser, they shall become property of the Purchaser when produced/made, the supplier acting as agent for possession. The same shall apply to designs, mixtures, drawings, analytical techniques and disclosed processes. The above items, data and processes may be passed or otherwise disclosed to third parties only with prior written approval from the Purchaser. Such agreement shall depend on information being provided regarding the intended use and recipient.
4. The supplier undertakes to use the tools belonging to Purchaser solely for making goods ordered by Purchaser and must insure them at its own expense against loss through fire, water or theft. The supplier must perform necessary maintenance and inspection work on the tools at its own expense.

## 13. DATA PROTECTION

The supplier is aware that its personal data may be processed by the Purchaser, which data may be used for the purpose of executing the supply agreement in compliance with the applicable data protection regulations as well as for the Purchaser's legitimate purposes. The Purchaser shall at all times process the personal data in compliance with the regulations laid down in the GDPR. In this context, the Purchaser shall take appropriate technical and organizational measures to protect personal data of the supplier.

## 14. USE OF INTERNET

The supplier shall observe the generally accepted standards and values that apply to communication via the internet. If, in the provision of services or any maintenance of products provided by the supplier, telecommunications facilities are used, the parties are each responsible for the correct choice and timely availability of such facilities. The Purchaser shall not be liable for any mutilation or loss of data during the transmission of data by means of telecommunications facilities.

## 15. INTELLECTUAL PROPERTY RIGHTS

1. The supplier shall be held liable for damage resulting from infringement of property rights and/or property right applications during use of the supplied goods pursuant to the agreement.
2. If a claim is asserted against the Purchaser or its customers by third parties, it will, on request, indemnify them against all claims arising from exploitation of such property rights. The supplier's obligation to indemnify relates to all costs incurred by the Purchaser or its customers from or in connection with the third-party claim. These shall include in particular the costs of legal defense and exercising of rights together with all costs of providing necessary replacements.
3. Except for the case of grossly negligent ignorance on the supplier's part, the supplier shall not be obliged to indemnify if the supplied goods were manufactured in ignorance of third-party property rights according to designs, mixtures, drawings, models or other equivalent specifications or information given by the Purchaser. Where under this subsection 3 the supplier is not liable, the Purchaser will indemnify the supplier against third-party claims.



4. The supplier shall give written notice of using published, its own unpublished or licensed third-party property rights/property right applications not later than before agreement negotiations are concluded. The supplier shall not be entitled to claim additional remuneration for the exploitation of its own or third-party property rights/property right applications entailed in using the supplied parts.

5. The limitation period for the claims against the supplier referred to in this Article 12 is ten (10) years, calculated from conclusion of the agreement.

6. If the supplier and the Purchaser due to joint development work (e.g. in the course of joint special designs) attain results which can be asserted successfully as an object of property right applications, before the submission of property right applications, the parties shall confer about who shall be named as applicant and inventor in the field of technical property rights. The supplier shall on no account independently register its own property rights excluding the Purchaser. Irrespective of the above, the Purchaser in any case shall be entitled to a territorially and temporally unlimited free right of co-use also after the end of the supply agreement.

## 16. SAFETY REQUIREMENTS

1. For the goods it supplies, the supplier must observe the generally accepted rules of engineering, safety regulations and technical data / limit values reflecting the current state of the art or the more demanding ones stipulated. Also to be complied with in particular are the following standards, regulations and decrees: DIN, EN, ISO, Reach, RoHs (2011/65 EU), European Union Directives (e.g. European Union Machinery Directive) and other relevant codes of practice.

2. The supplier undertakes to use only materials conforming to the applicable statutory safety requirements and regulations, in particular for restricted, toxic and dangerous substances. The same shall apply to environmental protection provisions and regulations relating to electricity and electromagnetic fields. The obligation shall cover all regulations applicable worldwide.

3. If the supplier's products do not meet the requirements cited in Article 16, subsections 1 and 2, the Purchaser shall be entitled to rescind the agreement. Further-reaching claims for damages shall remain unaffected.

4. The Purchaser must be notified of proposed changes to the goods for supply, as they require the Purchaser's written approval.

## 17. QUALITY AND DOCUMENTATION

1. Included without additional charge in the goods to be supplied are sets of product-specific and/or technical documentation, the declaration of conformity and any other documents and certificates needed for the ordered goods or their use (e.g. assembly and operating instructions, product and safety information), together with necessary marking of parts (trademarks, manufacturer's marks, order references, article no., batch no. etc.) and/or their packaging. The supplier additionally must specify the unit weights and dimensions of the parts to be delivered in the order confirmation.

2. The costs for declarations of conformity shall be borne by the supplier. The declarations of conformity as well as the documents specified in Article 16 (1) must, on request from the Purchaser, be submitted without delay in English.

3. Regardless of this, the supplier must constantly verify the quality of the goods being supplied. It must notify the Purchaser promptly of possible improvements. This shall apply in particular to safety-relevant components. The supplier must verify the manufacturability of the design and perform a plausibility check. It must inform the Purchaser promptly about any discernible errors in the specified parameters and about foreseeable complications.

4. If the nature and scope of testing and the testing equipment and methods have not been firmly agreed between the supplier and the Purchaser, at the supplier's request shall the Purchaser be willing within the limits of its knowledge, experience and facilities to discuss the tests with it to ascertain the standard of testing required in particular cases. Regardless of this, testing must at least accord with current best engineering practice in nature and scope.

5. The supplier must subject safety-relevant parts to testing, which must be documented. Safety-relevant parts identified as such in the product-specific/technical documents or on the basis of separate agreements or whose safety relevance is self-evident must be tested. It must note in special records when, in what way and by whom the supplied goods were tested for these properties. This shall also apply to the test results. The test records must be kept for 10 years and shown to the Purchaser on request without charge. The supplier must, within the limits of what is legally possible, subject its own suppliers to an equivalent obligation by written agreement.

6. Where public authorities with responsibility for production safety, production marking, exhaust-gas provisions etc. require to inspect the production process and the Purchaser's test records to verify specific requirements, the supplier assures the Purchaser of its willingness to grant the Purchaser the same rights in its plant and to give all reasonable assistance.

8. Subsequent changes of the material which deviate from a previous initial delivery (initial sample inspection) are permitted only with express prior approval. Such approval can be declared only after timely notification by the supplier, which must reach the Purchaser 40 days before agreed delivery.

#### **18. AUDIT**

1. The Purchaser shall be entitled to carry out an audit of the supplier itself or, at its discretion, to have it carried out by an expert. This audit shall entail an inspection of the supplier's plant and of its quality assurance and environment systems, followed by an appraisal. The findings obtained in the audit are made the basis for future placement of orders and for internal rating of the plant by the Purchaser.

2. The Purchaser shall be entitled to perform, with advance notice, inspections of the supplier's ongoing business operations to monitor quality assurance measures.

3. Where there have been quality problems in the past, the Purchaser shall also be entitled to perform unannounced inspections to monitor quality assurance measures.

The Purchaser shall not have this right for an unannounced inspection if the most recent complaint against the supplier's quality assurance measures was more than a year ago or no defects were found in two consecutive unannounced inspections.

4. The Purchaser has, where it can demonstrate a reasonable legitimate interest, a right to inspect the subcontractor's records. Such a legitimate interest exists in particular when knowledge may be gained in this manner which enables to assess the necessity and scope of a recall.

#### **19. FORCE MAJEURE**

Force majeure (which shall be understood to mean any circumstance beyond the control of any of the parties which temporarily or permanently prevents performance of the agreement), and other unforeseeable, unavoidable and serious events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contractual partner is in default. The contracting parties shall be obligated to provide the necessary information without delay within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

#### **20. ANTI-CORRUPTION**

Each of the parties undertakes that as of the date of entry into force of the agreement and/or assignment they - as well as their directors, officers, employees and any other persons connected with them as well as their families and other persons with whom they have close (private) contacts - have in no way offered, promised, given, admitted, requested or accepted money or any other advantage of any nature whatsoever - or at least implied that such might occur in the future - which is in any way connected with the agreement and/or assignment and any deliveries arising therefrom (hereinafter to be referred to as: 'corruption'). The parties shall ensure that, both during and after the conclusion of the agreement and/or assignment, the obligation as referred to in the previous sentence is fulfilled.

The parties agree that they have taken reasonable measures to comply with Part I of the ICC Anti-Corruption Rules 2011. The rules referred to in the previous sentence are fully incorporated in the agreement and/or order as if they were written out in full in the agreement and/or order. Each of the parties shall take reasonable measures to prevent subcontractors, agents or other third parties from engaging in, or being influenced by, corruption. Furthermore, each party shall take reasonable measures to ensure that subcontractors, agents or other third parties also comply with Part I of the ICC Anti-Corruption Rules 2011. The parties shall also take reasonable measures to ensure that their subcontractors, agents or other third parties may be subject to audit by or on behalf of the party concerned.

If one of the parties, as a result of exercising its right to audit, inter alia, the accounting or financial records of the other party, if agreed, can establish that the other party is guilty of, or has been influenced by, corruption or does not comply with the provisions of Part I of the ICC Rules against Corruption 2011, it may notify the other party and request it to take the necessary corrective measures within a reasonable period of time and inform it of such measures. To the extent that the other party does not take the measures referred to above or if such measures are not possible then the first party shall be entitled to suspend or terminate the agreement at its sole discretion - provided that any amounts due at the time of suspension or termination of the agreement and/or order shall remain due to the extent permitted by law - unless the other party can prove that at the time of the audit it has nevertheless taken adequate anti-corruption measures or measures as defined in Article 10 of the ICC Rules against Corruption 2011 and that it is able to detect corruption and to promote a culture of integrity in its organization.

The competent court, deciding in accordance with the dispute resolution procedure in Article 23, shall have the power to determine the consequences of an alleged failure to comply with this Article.

## **21. TRADE COMPLIANCE**

1. If at any time prior to, during or following the conclusion or the full execution of the agreement, the supplier has acted in violation of, or becomes designated, or otherwise targeted by any restrictive measures under legislation related to international sanctions, foreign trade controls, export controls, non-proliferation-, anti-terrorism-, anti-corruption-, anti-money laundering-, anti-bribery- and human rights laws and other similar laws, including but not limited to those of the European Union, any European Union Member State, the United Kingdom, the United States and/or the United Nations ("Sanctions Restrictions"), the Purchaser shall be entitled to, without any liability whatsoever, including but not limited to damages for breach of contract, penalties, costs, fees and expenses, to:

- (i) refuse performance of any of its obligations under the agreement or the General Purchase Terms,
- (ii) refuse acceptance of the supplier's performance of its obligations under the agreement, also refuse the payment of amounts due and payable under the agreement, and/or
- (iii) charge the supplier the damages, costs and expenses resulting thereof.

2. The provisions under Article 21, subsection 1 under (i) and (ii) shall also apply in the event circumstances arise, which may constitute a considerable increase of the Purchaser's compliance risks and/or the presence of circumstances, which are likely to render the normal performance of the agreement unlawful or prohibited under any laws applicable to the Purchaser.

## **22. APPLICABLE LAW**

All agreements with the Purchaser shall be governed exclusively by Dutch law. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

## **23. COMPETENT COURT**

All disputes that may arise with regard to or in connection with an offer, agreement, delivery or other transaction of the Purchaser with a supplier, shall in the first instance be exclusively settled by the District Court in The Hague, Netherlands.

These General Purchase Terms apply to all orders and agreement as per 26 September 2024. All previous General Purchase Terms are hereby revoked.

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