

1. Applicability

- 1.1. These General Terms and Conditions of Purchase apply to any Contract between Teccuro and the Vendor.
- 1.2. Any general terms and conditions of the Vendor, whether attached to or referred to in any offer or quotation of the Vendor, or communicated to Teccuro in any other way, are expressly rejected by Teccuro and do not apply to the Contract.
- 1.3. Incidental deviations from the Purchasing Conditions never entitle the Vendor to invoke such an earlier deviation in a similar situation in the future.
- 1.4. Deviations from the Terms and Conditions of Purchase are only valid if they have been agreed in writing.
- 1.5. Unless explicitly stated otherwise in the Agreement, the Parties give no exclusivity or guarantee with regard to a minimum to volume and orders.

2. Definitions

These General Terms and Conditions of Purchase use the following definitions:

- (a) **Connected Persons** means those directors, officers, employees, subcontractors, agents, consultants and professional advisers of a Party who are involved in the supply of Goods or Services.
- (b) **Contract** means the legal relationship between Teccuro and the Vendor regarding the supply of Goods and/or the performance of Services, comprising (i) the Purchase Order; (ii) these General Terms and Conditions; and, if applicable, (iii) the written agreement between Teccuro and the Vendor setting out specific terms and conditions regarding the supply of Goods or performance of Services. The Contract shall in any case exclude any general terms and conditions of the Vendor and any specific terms and conditions set out by the Vendor in its offer to Teccuro, except to the extent the Parties have agreed otherwise in writing.
- (c) **Damages** means all losses, damages, costs (including reasonable legal costs), third party claims, liabilities and expenses (including taxation).
- (d) **Goods** means any goods or equipment to be sold, leased or otherwise supplied by the Vendor to Teccuro, as specified in the Contract.
- (e) **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how 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.
- (f) **Teccuro** means the member of the Teccuro Group acting as Party to the Contract.
- (g) **Teccuro Code of Conduct** means the Code of Conduct of the Teccuro Group as published at the website www.teccuro.com
- (h) **Teccuro Group** means Teccuro B.V., a limited liability company incorporated under the laws of the Netherlands with its registered office address at Ien Dalessingel 375, 7207 LJ Zutphen, the Netherlands, and all of its worldwide affiliates.
- (i) **Parties** means Teccuro and the Vendor, and each a **Party**.
- (j) **Price** means the price for the Goods and/or Services, as specified in the Contract.
- (k) **Purchase Order** means the written purchase order whereby Teccuro orders Goods and/or Services from the Vendor.
- (l) **Services** means any services to be performed by the Vendor for Teccuro, as specified in the Contract.
- (m) **Vendor** means the (legal) person(s) supplying the Goods and/or Services.
- (n) **Site** means any location where Teccuro and is performing services.

3. Performance

- 3.1. The Vendor shall supply the Goods and/or Services in accordance with the terms, specifications and deadlines set out in the Contract.
- 3.2. All offers from the Supplier are irrevocable and valid for 90 (ninety) calendar days, unless agreed otherwise.
- 3.3. The offer, including all costs involved of making this offer, will be provided to Teccuro free of charge offer.
- 3.4. Negotiations can always be terminated by Teccuro without giving reasons and without any obligation to pay compensation. A Purchase Order placed by Teccuro can be withdrawn as long as no agreement has yet been concluded on the basis of that Purchase Order.

4. Variations

- 4.1. Teccuro shall have the right to make variations to the Contract at any time by written notice to the Vendor. The Vendor shall not make any variation except with the written approval of Teccuro.
- 4.2. Variations shall not give rise to a Price increase or extension of time, except to the extent that (i) the Vendor has made a written proposal to Teccuro with respect to a Price increase or extension of time prior to its performance of the variation and (ii) Teccuro has accepted that proposal in writing.

- 4.3. To the extent that a variation gives rise to a decrease in the supply of Goods and/or Services, the Price shall be reduced accordingly.
- 4.4. If the Vendor sends Teccuro an order confirmation that deviates from the original Purchase Order, Teccuro will only be bound by this after it has expressly agreed to the relevant deviation in writing. Acceptance of the Delivery and/or payments to the Vendor does not mean that Teccuro has agreed to a different order confirmation.
- 4.5. If the Teccuro refers in the contract or in the appendices to technical, safety, quality, environmental or other regulations that are not attached in an appendix to the contract, the Supplier is nevertheless deemed to be familiar with them, unless the Vendor immediately informs Teccuro in writing of the contrary, whereupon Teccuro shall inform Vendor of such regulations.

5. Testing, Inspection and Acceptance Test

- 5.1. Teccuro is at all times and at any place entitled to perform or procure the performance of inspections, tests and audits with respect to the Goods and/or Services. Any such inspection shall not release the Vendor from any obligation, warranty or liability under the Contract.
- 5.2. Testing and/or inspections are possible at the Vendor prior to the delivery, at site or at Teccuro after and during the delivery with respect to the goods and/or services. If the tests/inspections take place at the Vendor, the Vendor must have the delivery ready for testing/inspection at that time so that the agreed delivery dates can be met.
- 5.3. The Vendor must cooperate with the testing/inspection at no additional cost to Teccuro and, at the request of Teccuro, provide reasonable assistance in the form of personnel, tools and materials for the testing/inspection. All costs for or in connection with the testing/inspection, shall be borne by the Vendor. If Teccuro rejects the Goods and/or Services during the test/inspection, the Vendor shall be obliged to immediately present a repaired, replacement or previously missing Supply for test/inspection.
- 5.4. If Teccuro rejects the delivery during the testing/inspection or if the testing/inspection is delayed for reasons not attributable to Teccuro, all additional costs and all costs of follow-up examinations/inspections are at the Vendor's expense.
- 5.5. If Teccuro rejects the delivery with respect to the goods and/or services, this will never lead to a postponement of the agreed delivery date and Teccuro will also retain all its other rights. A test/inspection which has been approved by or on behalf of Teccuro does not constitute an acknowledgment that the goods and/or services conforms to the warranties in accordance with Article 8 or conforms to the contract entered into between the Vendor and Teccuro.
- 5.6. The Vendor undertakes to deliver the goods and/or services correctly the first time, so if the Vendor knows, suspects or can reasonably suspect that the goods and/or services will not pass the acceptance test, it will not present for inspection and the acceptance test will be deemed to have failed.
- 5.7. If the acceptance test has been successfully completed, Teccuro will send a written confirmation thereof to the Vendor, stating, if applicable, minor defects that do not prevent the Delivery from being put into use. The Vendor must repair these defects free of charge within five working days after receipt of the written confirmation or as otherwise explicitly agreed. The receipt by the Vendor of the aforementioned written confirmation is considered the moment of delivery.
- 5.8. If the acceptance test has not been (partially) successfully completed, the Vendor will adjust the supply free of charge and within 5 (five) working days after the acceptance test in such a way that it will pass a subsequent acceptance test. Subsequently, the delivery will be subjected to a acceptance test again in accordance with the provisions of this article. All costs related to this new acceptance test will be borne by the Vendor.

6. Price and payment

- 6.1. The Price shall be fixed and not subject to any price increase or surcharge.
- 6.2. The Price is inclusive of all (third party) costs and expenses, proper packaging, inspections, tests, certificates, (un)loading and transport charges, cost of insurance, duties, taxes, social security or other statutory deductions or contributions, required permits, (compliance with) safety instructions, and any other items specified in the Contract or which Teccuro may reasonably expect to be included in the Price.
- 6.3. The Vendor shall invoice Teccuro after written acceptance by Teccuro of delivery of the Goods and/or the completion of the Services.
- 6.4. The Vendor's invoices shall conform to the requirements specified in the Contract, be properly supported and comply with any written instructions given by Teccuro regarding the submission of invoices.
- 6.5. The term for payment by Teccuro of Vendor's invoice shall be sixty (60) days from receipt of properly supported, undisputed invoices.
- 6.6. Payment by Teccuro of an invoice, disputed or undisputed, shall not constitute a waiver of Teccuro's right subsequently to audit, or otherwise dispute the amount or correctness of such invoice, and to obtain reimbursement.
- 6.7. Additional charges from Vendor that has not entered or accepted in advance in writing, will not be considered for reimbursement.
- 6.8. Vendor accepts full liability for the payment of all social security charges, contributions and taxes that may be imposed at any time in connection with Vendor's personnel and/or employed personnel supplied by the Vendor.
- 6.9. the vendor will accept the return of all delivered goods that have not been used by Teccuro and refund Teccuro according to the Vendor's selling price.

7. Delivery and transport of Goods

- 7.1. Delivery of goods shall take place on the basis of the Incoterm DDP (Delivered Duty Paid) that applies at the date of the Contract.
- 7.2. The Goods must be marked to Teccuro's instructions and must be properly packed according to the requirements of transport and destination and in compliance with applicable regulations. The Goods shall be packed in a way to prevent damage or deterioration during transport.
- 7.3. The Vendor is responsible for obtaining all applicable certificates and all necessary approvals, import licenses, custom clearing and satisfy all excise duties.
- 7.4. Any partial or early delivery of Goods shall require Teccuro's prior written approval and is at Vendor's cost.

8. Warranty on Goods

- 8.1. The Vendor warrants that all Goods supplied are first class in terms of design, construction, performance, material, composition and quality in accordance with drawings, other documentation and the standards and specifications used by Teccuro, fit for the intended use, safe and in conformity with applicable laws and regulations, and free from any defects in terms of design, construction, material or manufacturing.
- 8.2. The Vendor warrants that the Goods are not subject to any retention of title or any other (limited) rights of third parties. Upon request, Vendor shall deliver proof of its full and unencumbered title to the Goods.
- 8.3. The warranty period for purchased Goods shall be two (2) years from the date of delivery. Within this period, upon notification by Teccuro, the Vendor is required to promptly arrange for repair of any failure or defect or redelivery at no charge and without prejudice to Vendor's liability under the Contract.
- 8.4. If pursuant to this clause 8, any Goods are replaced, repaired or altered, the full two (2) year warranty period shall again apply to such replaced, repaired or altered Goods.

9. Termination for convenience

- 9.1. Teccuro may, by giving written notice to the Vendor, terminate the Contract for convenience, or postpone, suspend or cancel any part of the supply of Goods or Services, in each case with immediate effect.
- 9.2. In case of early termination or cancellation pursuant to clause 9.1, Teccuro shall pay the Vendor for any Goods and Services supplied up to the date of termination or cancellation, but not for any Goods or Services that were to be supplied thereafter. No fees or penalties shall apply for cancellation or termination.
- 9.3. In case of any postponement or suspension pursuant to clause 9.1, the Price shall remain unchanged, and no fees or penalties shall apply for the delay.
- 9.4. Teccuro shall compensate the Vendor for any reasonable costs actually incurred by the Vendor directly resulting from any early termination, postponement, suspension or cancellation pursuant to clause 9.1.

10. Termination for cause

10.1. Without affecting any other right or remedy available to it, Teccuro may terminate the Contract, or postpone, suspend or cancel any part of the supply of Goods and/or Services, with immediate effect by giving written notice to the Vendor if:

- (a) an agreed date for supply of Goods or Services is not met. Such date is of the essence and if it is not met, the Vendor shall be automatically in default, without any notice of default being required;
 - (b) the Vendor commits a breach of any other term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 calendar days of written notification of the breach;
 - (c) the Vendor commits a breach of the Teccuro Code of Conduct or any applicable laws and regulations;
 - (d) the Vendor takes any step or action in connection with its entering administration, provisional liquidation or any arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (e) the Vendor suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (f) the Vendor's financial position deteriorates to such an extent that in Teccuro's reasonable opinion, the Vendor is no longer capable to adequately fulfil its obligations under the Contract.
- 10.2. The Vendor shall be liable for any damages incurred by Teccuro in connection with any breach mentioned in clause 10.1., including but not limited to (i) the cost of remediation or replacement of any defective performance by the Vendor and (ii) the costs associated with procuring the non-supplied Goods or Services from a third party Vendor.
- 10.3. All possible (extra)judicial costs that Teccuro incurs as a result of the Vendor's failure to fulfil its obligations, which also expressly includes the costs associated with sending reminders, obtaining legal advice, making (settlement) proposals, as well as all (preparatory) actions, are for the account of the Vendor and must be paid in full. All claims that Teccuro has or acquires against the Vendor in the aforementioned cases will be immediately due and payable in full.

11. Liability and indemnity

- 11.1. If the Vendor imputably fails to fulfil its obligations under the contract, the Vendor will be liable to the Teccuro Group and its Connected Persons for the compensation of all direct and consequential damages suffered and to be suffered by Teccuro. Damages including but not limited to loss of profits, loss of sales, business or production, damage to the Teccuro brand.
- 11.2. The Vendor indemnifies Teccuro against all (financial) consequences of claims from third parties that are in any way related to the performance of its obligations under the contract.
- 11.3. The Vendor is obliged to obtain adequate and fully paid up insurance from a reputable insurer to cover its obligations under the Contract and applicable laws and regulations. Upon request, the Vendor shall present Teccuro with evidence of such insurance and/or add Teccuro as a beneficiary of such insurance.
- 11.4. The Vendor cannot invoke strikes, lock-out of employees, a shortage of workers, illness, non-compliance by suppliers with their obligations, a shortage of raw materials, transport problems and/or production interruptions as force majeure situations.
- 11.5. Teccuro shall not be liable towards the Vendor or its Connected Persons for any Damages arising in connection with the performance of the Contract by Teccuro and its Connected Persons, except (i) for its obligation to pay the Price in accordance with the Contract; and (ii) to the extent such Damages are caused by the wilful misconduct or gross negligence of Teccuro or any of its Connected Persons.

12. Compliance

In performing its obligations under the Contract, the Vendor shall (i) comply with all applicable laws and regulations and (ii) adhere to the Teccuro Code of Conduct. The Vendor shall sign an ethical commitment to the Teccuro Code of Conduct on request.

13. Intellectual Property Rights

- 13.1. All intellectual (property) rights and interests in and to the Supply of goods and/or Services are vested exclusively in and/or fully accrue to Teccuro and will be transferred to Teccuro by the Vendor immediately after its creation or manufacture. Vendor shall issue and perform all instruments, deeds or acts necessary to establish and assign such rights to Teccuro. Vendor hereby irrevocably waives, or shall obtain any necessary waiver in favor of Teccuro of, all moral or other non-transferable rights in the Supply.
- 13.2. The Vendor warrants that the Goods and/or Services do not infringe Intellectual Property Rights of any third party and indemnifies and holds harmless each member of the Teccuro Group and its Connected Persons for any Damages incurred in connection with any such infringement.
- 13.2. The Vendor grants to each member of the Teccuro Group, or shall procure the direct grant to each member of the Teccuro Group of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable license to copy and modify the Goods for the purpose of receiving and using them in its business.

14. Data protection and data processing

- 14.1. The Vendor shall comply with all requirements of applicable data protection laws and regulations.
- 14.2. Without prejudice to the generality of clause 14.1, the Vendor shall, in relation to any personal data requested and processed by it in connection with the Contract:
 - (a) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (b) ensure that all personnel who have access to or process personal data are obliged to keep the personal data confidential; and
 - (c) not transfer any personal data outside of the European Economic Area unless the prior written consent of Teccuro has been obtained and the Vendor complies with reasonable instructions given by Teccuro as a condition for its consent;
 - (d) assist Teccuro, in responding to any request from a data subject and in ensuring compliance with its obligations under applicable data protection laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify Teccuro without undue delay on becoming aware of a personal data breach;
 - (f) at the written direction of Teccuro, delete or return personal data and copies thereof to the Vendor on termination of the Contract unless required by applicable law or regulation to store the personal data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.
- 14.3. Teccuro does not consent to the Vendor appointing any third party processor of personal data under the Contract.

15. Confidentiality

- 15.1. The Vendor undertakes that it shall not disclose to any person any confidential information concerning the business, services, affairs, customers or suppliers of the Teccuro Group, except as permitted by clause 15.2. Confidential information shall include but not be limited to the information provided by Teccuro to enable the Vendor to fulfil its obligations in connection with the Contract, except where written records show that such information was already public knowledge or in the possession of the Vendor prior to receipt thereof from Teccuro.
- 15.2. The Vendor may disclose confidential information:

- (a) to its Connected Persons, provided that the Vendor shall ensure that its Connected Persons comply with this clause 15; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. The Vendor shall not use the confidential information for any purpose other than to perform its obligations under the Contract. No information shall be used by the Vendor for marketing purposes unless agreed in writing by Teccuro.
- 15.4. The Vendor shall return, destroy or erase from its systems any confidential information at the first request of Teccuro.

16. Subcontracting

The Vendor shall not subcontract any of its obligations under the Contract to any third party without the prior written consent of Teccuro.

17. Assignment

The Vendor shall not assign or transfer any of its rights or obligations under the Contract to any other person without the prior written consent of Teccuro. Teccuro is entitled to assign its rights under the Contract to any other person without prior consent of the Vendor.

18. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. 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 18 shall not affect the validity and enforceability of the rest of the Contract.

19. Transfer of Ownership

- 19.1. If and insofar as the delivery consists of goods, the ownership of the delivery will pass to Teccuro at the moment that the risk passes to Teccuro in accordance with the Incoterms referred to in Article 7.1 of these Purchase Conditions. If Teccuro has already made payments to the Vendor prior to the Delivery of goods, ownership of the Delivery, up to the amount paid, will pass to the Buyer at the time of payment. However, the risk never (not even partially) transfers to Teccuro before the moment as determined in the aforementioned Incoterms.
- 19.2. If the Vendor agrees to install or assemble the Supply, the Vendor bears the risk until the Purchaser takes the installed/assembled Supply into operation, subject to the Purchaser's acceptance and written confirmation in accordance with Article 5.7 of these Purchase Conditions.
- 19.3. If Teccuro provides Purchaser's Goods to Vendor for the performance of the contract, these Purchaser's Goods shall remain Teccuro's property (including its intellectual/industrial property rights). The Vendor shall keep these Purchaser Goods – separate and clearly marked as Teccuro's property – as a loaner and keep these Purchaser Goods in good and safe conditions and bear the risk of loss and/or destruction of these Purchaser Goods. In the event of a potential suspension of payment or bankruptcy of the Vendor, the Vendor shall immediately notify Teccuro thereof and allow Teccuro sufficient time to collect the Goods from the Vendor. The Vendor is obliged to insure the Goods of Teccuro at its own expense, for as long as the Vendor has these Goods on loan from the Teccuro. The Vendor shall use these goods (or have them used) exclusively for the fulfilment of the contract and shall immediately return these goods to Teccuro at Vendor's own expense as soon as the contract has been fulfilled, is dissolved or otherwise terminated or when it has been established that no contract has been reached.

20. Notices

Any notice given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office; or sent by email to the address specified in the Purchase Order or written agreement between the Parties, as the case may be.

21. Third party rights

The Contract shall not grant any right to persons who are not a Party. To the extent the Contract expressly grants rights to third parties, the Parties shall be permitted to change or exclude such rights at any time without the consent of the respective third party.

22. Governing law

The Contract, 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 law of the Netherlands. The applicability of the United Nations Treaty Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.

23. Jurisdiction

Each Party irrevocably agrees that the district courts of Rotterdam, the Netherlands have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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