

GENERAL TERMS AND CONDITIONS

OF: SANDVIK BENELUX B.V. and its subsidiaries (Sandvik Benelux B.V., Belgian branch in Belgium) in the EU.

Article 1 Definitions

- 1.1 Seller: Sandvik Benelux B.V. and/or its subsidiary/subsidiaries, the user of the General Terms and Conditions, the supplier, the contractor;
- 1.2 Buyer: the Seller's opposite party, the purchaser, the potential buyer, the potential client;
- 1.3 Agreement: the agreement between the Seller and the Buyer.
- 1.4 Global Trade Laws and Regulations: customs, import, export, re-export, trade control and economic or financial sanctions laws, regulations and orders, always including such laws, regulations and orders of the UN, US, EU and UK, but also, as applicable, such laws, regulations and orders of any country in which the Products are manufactured, received, used, exported from, imported to, or as otherwise applicable.
- 1.5 Prohibited Countries: Afghanistan, Belarus, Iran, North Korea, Russia, Syria, Crimea and non-government-controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine. Seller reserves the right to amend the list of Prohibited Countries by written notice to the Buyer.
- 1.6 Listed Person: Any person or entity, specially designated, blocked or otherwise individually listed or targeted under Global Trade Laws and Regulations.

Article 2 General

- 2.1 The provisions of these General Terms and Conditions apply to all offers and Agreements and to all other legal relationships between the Seller and the Buyer, unless the parties have explicitly agreed in writing to deviate from these General Terms and Conditions;
- 2.2 These General Terms and Conditions also apply to all Agreements with the Seller where the Seller utilises services provided by third parties in the performance of the Agreement;
- 2.3 The general terms and conditions of the Buyer shall not apply unless the parties explicitly agree otherwise in writing;
- 2.4 If the Seller and the Buyer conclude multiple Agreements, these General Terms and Conditions shall apply to all subsequent Agreements, even if such Agreements make no explicit reference to the applicability of these General Terms and Conditions;
- 2.5 If any of the provisions of these General Terms and Conditions is declared or becomes invalid, the remaining provisions shall continue to apply.

Article 3 Offers/orders/prices

- 3.1 Irrespective of their format, all offers made are non-binding unless the offer indicates an acceptance deadline;
- 3.2 If a natural person concludes an Agreement on behalf of or on the account of another natural or legal person, this natural person declares – by signing the order form/order – that he/she is authorised to do so. This person shall be held jointly responsible with the other natural or legal person for all liabilities arising under the Agreement;

- 3.3 Agreements in which the Seller is named as a party are concluded only after the Seller has provided written confirmation of acceptance of an order from the Buyer, or when the Seller has delivered the sold goods to the Buyer from its warehouse; the provisions of Article 6:227 b para. 1 of the Dutch Civil Code [Burgerlijk Wetboek; BW] and Article 6:227 c BW do not apply;
- 3.4 In the event of discrepancies between the Buyer's order and the Seller's written confirmation, the Seller's confirmation shall be considered binding;
- 3.5 In the case of verbal Agreements, the invoice shall be deemed to accurately and fully reflect the scope of the Agreement if no written objection is submitted within 30 days of the invoice date;
- 3.6 For orders with a value of less than €150.00, a handling/administration fee of a maximum of €20.00 shall apply, unless the parties have agreed otherwise.
- 3.7 Prices provided in/on offers/the catalogue/the website/price lists are stated in euros, exclusive of VAT and any legal charges, unless the parties have explicitly agreed otherwise;
- 3.8 Discounts, additions, modifications and other changes to the Agreement may only be made in writing;
- 3.9 The Seller may pass on any increase in prices to the Buyer if, between the date of the offer/acceptance of the offer and delivery, there has been an increase of 5% or more in the rate of VAT or another legal charge or cost price;
- 3.10 The Seller reserves the right to adjust its prices each year by a percentage equivalent to the rate of inflation as a minimum;
- 3.11 The Seller reserves the right to charge the costs of sustainable packaging materials to the Buyer separately.
- 3.12 The Seller may reject an order or part of an order, or attach specific conditions to an order, without stating any reasons;
- 3.13 If an item is no longer available, the Seller shall not be liable to deliver it or pay any form of compensation to the Buyer.
- 3.14 The Seller may apply a surcharge for orders placed by telephone, fax or email, or via any other method that requires the Seller to manually enter the order in the system.
- 3.15 The terms of trade used in quotations, order confirmations or other documents must be defined in accordance with the international rules for the definition of trade terms published by the International Chamber of Commerce (ICC Incoterms), as applicable at the time the Agreement is concluded and where such terms do not conflict with these General Terms and Conditions.

Article 4 Performance of the Agreement

- 4.1 The Seller shall perform its obligations under the Agreement to the best of its knowledge and ability and in accordance with the principles of good business practice, based on the provisions agreed between the parties;
- 4.2 The Seller shall determine the manner of performance of the Agreement unless the parties have explicitly agreed otherwise in writing;



- 4.3 The Seller shall not be held liable for damage of any nature arising as a result of incorrect and/or incomplete information or dimensions provided by the Buyer, unless these inaccuracies or incompleteness should have been evident to the Seller;
- 4.4 If required for proper performance of the work contracted under the Agreement, the Seller reserves the right to subcontract work to third parties;
- 4.5 If the Buyer intends to supply certain materials and/or perform parts of the work itself, the Buyer shall be held liable for any failure to provide these materials or complete such work in a timely fashion;
- 4.6 The Buyer shall also ensure that all information, dimensions and approvals requested by the Seller for the performance of the Agreement are provided to the Seller in good time. This provision shall also apply to all information, dimensions and approvals that the Seller could reasonably expect the Buyer to know are required for the performance of the Agreement. If the information and approvals required for the performance of the Agreement are not provided to the Seller in good time, the Seller reserves the right to suspend performance of the Agreement and/or to charge the additional costs arising as a result of this delay to the Buyer at the standard rates;
- 4.7 If the start or progress of the work is delayed by factors that are within the control of the Buyer, the damage and costs incurred by the Seller as a result must be reimbursed by the Buyer;
- 4.8 If third parties instructed by the Seller or the Buyer perform work at the Buyer's location or another location indicated by the Buyer, the Buyer shall provide all facilities reasonably required by these third-party workers at no cost;
- 4.9 The Buyer must take steps to ensure the safety of the workers performing the work and must supervise the performance of the work;
- 4.10 The Buyer indemnifies the Seller against any claims by third parties for damage incurred in connection with the performance of the Agreement and that can be attributed to the Buyer.

Article 5 Obligations of the Buyer

- 5.1 The Buyer represents and warrants that:
 - a. None of the Buyer, its affiliates, or any of their respective officers or directors, is a Listed Person, or is owned to 50 % or more, directly or indirectly, individually or in the aggregate, or is otherwise controlled by one or more, Listed Person(s);
 - b. The Buyer has not engaged in, is not engaging in, and will not engage in any business involving a Listed Person, or any entity owned to 50% or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, Listed Person(s); and
 - c. The Buyer has not engaged in, is not engaging in, and will not engage in any transaction that circumvents, evades, or avoids, or has the purpose or effect of circumventing, evading, or avoiding, or attempts to violate, any Global Trade Laws and Regulations.
- 5.2 The Buyer hereby agrees to observe and comply fully with all Global Trade Laws and Regulations. The Buyer agrees that no Products provided by Seller shall be, directly or indirectly, sold, exported, re-exported, transferred, retransferred, or otherwise released or disposed to any person or entity, legal or natural, in breach of Global Trade Laws and Regulations. The Buyer shall not take any actions in furtherance of this Agreement that would cause Seller to violate any Global Trade Laws and Regulations to which Seller is subject.
- 5.3 Without limitation to the generality of the foregoing, the Buyer shall not, directly or indirectly, sell, export, re-export, transfer, retransfer or otherwise release or dispose any Products:
 - a. Without securing all licenses and/or authorizations necessary under the Global Trade Laws and Regulations from the relevant governmental authority;
 - b. To, or for the benefit of, a Listed Person;

- c. To, via, or otherwise for use in, Prohibited Countries;
 - d. For any purpose connected with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons, or for any nuclear explosive or unsafeguarded nuclear fuel cycle activity; or
 - e. For military end -use or to a military end -user, including military intelligence end -uses and end -users, without obtaining Sellers prior approval.
- 5.4 The Buyer shall impose the obligations above in this Section in all subsequent transactions involving the Products.
- 5.5 The Buyer agrees to, as promptly as possible and in any event within five (5) business days, notify Seller in writing of actual or suspected breaches of any of the obligations above in this Section and shall to the best of its abilities, cooperate with Seller to facilitate compliance with Global Trade Laws and Regulations and will upon request, provide Seller with copies of all documentation relating to any business dealings involving the Products, including but not limited to, end -user certifications. Further, the Buyer shall provide all information relating to requests for any Products, that the Buyer suspects could violate or circumvent Global Trade Laws and Regulations, or where the provision of Products would breach the Buyers commitments under the obligations above in this Section, including requests from or on behalf of a Listed Person or attempts to acquire any Products in violation of Global Trade Laws and Regulations.
- 5.6 If the Buyer, in whole or in part, breaches any of the obligations above in this Section or (to the furthest extent permissible under applicable law) in Seller reasonable opinion any such breach is likely to occur, the Parties agree that: (i) Seller shall be under no obligation to fulfil outstanding payments, deliveries, orders or alike; (ii) Seller shall not be liable toward the Buyer or any third party for any subsequent non-performance by Seller under this Agreement; and (iii) that the Buyer shall indemnify and hold Seller harmless from any claims or losses relating to such non-performance. Any failure by the Buyer to comply, in whole or in part, with this Section, is to be considered a breach of this Agreement which will entitle Seller to terminate the Agreement with immediate effect. Further, Seller is entitled to terminate the Agreement with immediate effect upon written notice if either Party's ability to fulfil an obligation under this Agreement is materially affected by the imposition of restrictions in Global Trade Laws and Regulations.

Article 6 Delivery

- 6.1 Delivery shall take place DAP (Incoterms 2020) to the address of the Buyer unless the parties agree otherwise.
Delivery shall always be made to the most recent delivery address provided to the Seller by the Buyer;
- 6.2 The Seller reserves the right to request an advance payment. Delivery to the Buyer shall take place following receipt of the advance payment unless the parties have agreed otherwise;
- 6.3 The Buyer is obliged to accept the goods at the time of delivery by the Seller or an authorised third party, or at the time at which the goods are made available in accordance with the Agreement;
- 6.4 If the Buyer rejects the delivery or fails to provide information or instructions required for delivery, the Seller may store the goods at the Buyer's risk and cost. If the Buyer does not accept the goods within two months, the Seller reserves the right to sell the goods to another party. If the goods cannot be sold to another party, the Seller reserves the right to destroy the goods. Damage suffered by the Seller in the event of the Buyer's failure to accept the goods or the resale or destruction of the goods shall be charged to the Buyer; the amount charged shall be at least equivalent to the invoice value;
- 6.5 If the Seller provides a delivery date, this date should be considered an indication only. An indicated delivery date should never be considered as a fixed deadline unless the parties have explicitly agreed otherwise. If delivery is not made by the indicated date, the Buyer

must provide the Seller with written notice of default and grant the Seller a reasonable period to remedy the situation;

- 6.6 If the Seller requires information from the Buyer in connection with the performance of the Agreement, the delivery period shall commence after the Buyer has provided this information to the Seller;
- 6.7 The Seller reserves the right to deliver the goods in partial deliveries. The Seller reserves the right to invoice separately for partial deliveries. The Buyer is obliged to accept partial deliveries.

Article 7 Models, diagrams

- 7.1 The models, diagrams, figures, dimensions, weights and descriptions provided in/on offers/advertisements/websites/price lists is intended as an indication only;
- 7.2 If a Buyer has been shown a sample/diagram, the parties shall assume that this has been provided as an indication only, unless the parties have explicitly agreed that the sample/diagram will be a fully accurate reflection of the goods to be supplied.

Article 8 Inspections, complaints

- 8.1 The Buyer is required to immediately inspect the goods (or to have the goods inspected) on delivery.
During this inspection, the Buyer must check that the quality and quantity of the goods delivered corresponds to the Agreement. Any shortfalls or visible defects must be immediately reported to the Seller in writing;
- 8.2 Complaints relating to invoices must be submitted in writing within 30 days of the invoice date;
- 8.3 Complaints relating to hidden defects that could not have been identified on delivery must be reported to the Seller in writing within three working days of their discovery and at the latest one year after delivery;
- 8.4 Upon expiry of this complaint's deadline, the Buyer shall be deemed to have approved the delivered goods and/or the invoice and the delivered goods shall be deemed to have been irrevocably and unconditionally accepted by the Buyer;
- 8.5 If a complaint is submitted before the deadline, the Buyer shall still be liable to accept and make payment for the purchased goods. If the Buyer wishes to return defective goods, prior written permission must be obtained from the Seller. Returns must be sent DAP in an undamaged condition and in their original packaging, accompanied by a return form;
- 8.6 If the Seller agrees to accept a return, the Seller reserves the right to charge a handling fee equivalent to 15% of the invoice value;
- 8.7 The situations listed below shall never be deemed justified grounds for complaint nor for the payment of compensation:
- Any misprints or typing errors in the catalogue/offer/price list;
- 8.8 If a complaint is justified, the Seller shall redeliver the goods or remedy the defect. In all cases, the Seller shall only be held liable to the extent described under "Liability".

Article 9 Payment

- 9.1 Payment must be made in cash on delivery or in advance via an advance invoice or, where agreed by the parties, within 30 days of the invoice date via the method stipulated by the Seller and in euros, unless the parties have agreed otherwise in writing; the Buyer has no

right to any discount or offsetting of the invoice amount. The Buyer remains liable for payment even in the event of disputes relating to the amount due;

- 9.2 If the Buyer fails to make full payment by the due date, the Buyer shall, immediately and without further notification, be considered to be in default of its obligations and shall be charged delay interest equal to 1% per month or part thereof until the date on which full payment is made, plus a fixed amount of compensation for damages equal to 10% of the unpaid balance.
- 9.3 In the event of delayed or partial payment, the Buyer shall be required, at the Seller's first request, to co-operate in providing security for the debt, including the establishment of a right of lien or a charge over (movable) property indicated by the Seller.
- 9.4 In the event of liquidation, bankruptcy or an application for bankruptcy, the Buyer being approved for legal debt restructuring under the Dutch Natural Persons Debt Restructuring Act [Wet Schuldsanering Natuurlijke Personen], the Buyer being placed into receivership, the death of the Buyer, the sale or cessation of the Buyer's business, the seizure of the Buyer's assets or the Buyer becoming subject to a (temporary) suspension of payments order, the Seller's claims on the Buyer shall become due immediately;
- 9.5 Payment must be made to the Seller unless the Seller has transferred its claims on the Buyer to a third party or used its claims as security in a transaction with a third party. . If this is the case, the Seller shall inform the Buyer in writing that payment may be made to the third party;
- 9.6 Payments are first assigned to costs, then to interest already incurred and finally to the main amount due and ongoing interest.

Article 10 Debt collection costs

- 10.1 If the Buyer remains in default of its obligation to make payment in a timely manner, all of the associated costs and collection charges arising as a result shall be charged to the Buyer. If legal action is required to collect the debt, all legal and procedural costs, including the costs of legal representation (= lawyers' fees) shall be paid by the Buyer.

Article 11 Reservation of ownership

- 11.1 All goods delivered by the Seller remain the property of the Seller until the Buyer has fulfilled all of its obligations arising under all Agreements concluded with the Seller. Until this point, the Buyer is required to keep the goods delivered by the Seller separate from other goods, and the goods must be clearly labelled and identified as the Seller's property;
- 11.2 The Buyer is not permitted to use goods that are subject to reservation of ownership as security, nor to hire out, resell to customers outside the EU, or to encumber or integrate such goods in any other way unless otherwise agreed by the parties;
- 11.3 If third parties make any claims to goods that have been delivered subject to reservation of ownership, or wish to establish or exercise rights on such goods, the Buyer is required to inform the Seller as soon as possible;
- 11.4 The Buyer must take out insurance cover for all goods that are subject to reservation of ownership; the level of cover must be based on the new value of the goods. Any compensation paid out by the insurer shall replace the aforementioned goods and be paid to the Seller;
- 11.5 Goods delivered by the Seller that fall under the reservation of ownership rules outlined in the first provision of this article may only be resold in the course of normal business activity and may not be used as a means of payment, unless the parties have agreed otherwise;

11.6 If the Seller wishes to exercise the reservation of ownership rights described in this article, the Buyer hereby grants its unconditional and irrevocable consent for the Seller or a third party nominated by the Seller to access areas where property belonging to the Seller is stored and to repossess the goods.

Article 12 Suspension and dissolution

12.1 The Seller reserves the right to suspend the performance of its obligations or to dissolve the Agreement if:

- The Buyer fails to fulfil all or part of its responsibilities under the Agreement, or fails to do so in good time;
- After conclusion of the Agreement, the Seller becomes aware of circumstances that provide justified grounds for concern that the Buyer will not fulfil all or part of its responsibilities under the Agreement or will fail to do so in good time. If there are justified grounds for concern that the Buyer will fail to fully or adequately fulfil its obligations, suspension of the Agreement is only permitted where the shortcoming justifies such action;
- The Buyer has been asked to provide security for the fulfilment of its obligations under the Agreement and this security have not been provided or is inadequate.

Once security has been provided, the Seller's right to suspend the Agreement shall end, unless the Buyer's fulfilment of its obligations has been unreasonably delayed as a result;

12.2 The Seller also reserves the right to suspend or order the suspension of the Agreement if circumstances arise that would render the performance of the Agreement impossible, or in which performance of the Agreement can no longer be reasonably or fairly demanded, or if any other circumstances arise in which the performance of the Agreement in its current form can no longer be reasonably expected;

12.3 If the Agreement is dissolved, the Seller's claims on the Buyer shall become due immediately. If the Seller suspends the fulfilment of its obligations, its legal rights and rights under the Agreement shall be retained;

12.4 The Seller reserves the right to demand compensation for vdamage at any time.

Article 13 Cancellation

13.1 If the Buyer wishes to cancel an Agreement after its conclusion with the Seller and before the Seller has delivered goods to the Buyer, the Seller reserves the right to charge the Buyer a fee equal to a maximum of 10% of the agreed order price inclusive of VAT as a cancellation fee. The Seller's right to full compensation, including for loss of profits, remains unaffected;

13.2 The Agreement may only be cancelled in writing and subject to prior consultation with and the approval of the Seller;

13.3 Orders for goods manufactured and/or procured specifically for the Buyer cannot be cancelled;

Article 14 Guarantee

14.1 The goods delivered by the Seller satisfy the requirements and specifications indicated by the manufacturer;

14.2 This guarantee is limited to:

- Manufacturing defects and therefore does not cover damage resulting from excessively high or low pressures or temperatures, wear or inappropriate, careless or improper use, or improper processing, handling, maintenance or storage;

- Deliveries to Buyers within the EU;
- Replacement of the goods;
- One year after delivery unless otherwise agreed.

14.3 This guarantee expires:

- If the delivered goods are processed, modified or altered in any way by the Buyer or a third party;
- If the delivered goods are used for any purpose other than the intended purpose notified in advance;
- If the delivered goods are not used or maintained in accordance with the instructions for use;

- If the delivered goods are damaged due to careless or improper use;
- If the delivered goods are stored for longer than one year and the decline in quality can be attributed to this time in storage;
- If the Buyer fails to enable the Seller to inspect the defect within 10 working days of its discovery.

14.4 The guarantee is limited in all cases to the factory guarantee;

14.5 Quality requirements or standards applicable to the goods to be delivered by the Seller must be explicitly agreed in writing. The Seller's guarantee obligations shall under no circumstances extend beyond the scope of the quality requirements and standards explicitly agreed in writing;

14.6 The guarantee does not apply to goods that have been reduced in price;

14.7 If the Buyer fails to meet its obligations under the Agreement concluded between the parties, these guarantee provisions shall not apply.

Article 15 Liability

15.1 If the Seller is liable for direct damage, then this liability is limited to a maximum amount equal to the sum paid out by the Seller's insurer, or to a maximum of the total value of the invoice or the part of the invoice to which the liability relates;

15.2 The Seller cannot be held liable under any circumstances for indirect damage, including consequential damage, loss of earnings and profits, missed savings and damage due to business stagnation;

15.3 The Seller cannot be held liable under any circumstances for damage resulting from the rejection of materials used on or in the goods as a result of changes made to environmental legislation after the conclusion of the Agreement;

15.4 The Seller cannot be held liable under any circumstances for damage to the goods arising as a result of improper storage, processing, use or maintenance by the Buyer or a third party;

15.5 If the Agreement relates to goods that the Seller sources or has sourced from a third party, the Seller's responsibility and/or liability shall be limited in scope to the responsibilities/liability of the Seller's supplier towards the Seller;

15.6 The Buyer indemnifies the Seller against any claims by third parties that suffer damage caused by the Buyer in connection with the performance of the Agreement;

15.7 The Seller cannot be held liable under any circumstances for damage arising as a result of improper use of the goods, failure to use the goods in accordance with the instructions, or using the goods for any purpose other than the intended purpose;

- 15.8 The Seller cannot be held liable under any circumstances for damage arising as a result of advice provided.
Advice is provided on the basis of the facts and circumstances known to the Seller and in mutual consultation; the Seller shall always use the Buyer's intentions as a guide and starting point for any advice provided;
- 15.9 The Buyer is responsible for satisfying itself that the goods purchased are suitable for the intended purpose. If the Buyer subsequently finds that the goods purchased are not suitable for the intended purpose, the Seller cannot be held liable for any damage arising as a result;
- 15.10 The liability limitations for direct damage as defined in these General Terms and Conditions shall not apply if the damage arises as a result of wilful intent or gross negligence on the part of the Seller or any party acting on its behalf.

Article 16 Transfer of risk/transport

- 16.1 The risk of loss or damage to the goods that form the object of the Agreement shall transfer to the Buyer when the goods are legally and/or physically delivered to the Buyer and are therefore at the disposal of the Buyer or a third party nominated by the Buyer;

Article 17 Force majeure

- 17.1 The parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to gross negligence or willful intent on the part of the party relying on it, and neither by law, a legal act. whether commonly held views are for their account;
- 17.2 In addition to the standard definitions enshrined in law and legal precedent, force majeure in these General Terms and Conditions also refers to all external factors, both planned and unplanned, over which the Seller has no control and which prevent the Seller from fulfilling its obligations, either fully or in part, or in good time. These factors include all business interruptions that affect the Seller's company, regardless of their nature or cause, strikes in the Seller's company, transport difficulties or delays that hinder or prevent transport to the Seller's company or from the Seller's company to the Buyer, delayed or late delivery by the Seller's suppliers, theft, fire, import and export difficulties, pandemics and power supply interruptions;
- 17.3 The Seller shall also have recourse to force majeure if circumstances that prevent the (continued) fulfilment of the Agreement arise after the date by which the Seller had expected to fulfil its obligations;
- 17.4 During the force majeure period, the parties can agree to suspend obligations arising under the Agreement. If this period lasts longer than two months, either of the parties shall be entitled to dissolve the Agreement with no requirement to pay compensation to the other party;
- 17.5 If the Seller has already fulfilled part of its obligations under the Agreement when a force majeure situation arises, or will still be able to fulfil its obligations, and the part of the Agreement that has been or can be fulfilled has value independent of the remainder of the Agreement, the Seller reserves the right to invoice for this partial fulfilment separately. Buyer is required to pay this invoice as if it were a separate Agreement.

Article 18 Anti-Bribery and Buyer's code of conduct

- 18.1 The Buyer shall and shall through an adequate compliance program procure that its personnel and other third parties acting on its behalf shall, conduct business in compliance with applicable anti-bribery laws [1] (the "ABC-Laws").
- 18.2 Further the Buyer undertakes to comply with the Business Partner Code of Conduct (as updated from time to time), available at

(home.sandvik). Any failure by the Buyer to comply, in whole or in part, with the ABC-Laws or said Business Partner Code of Conduct, is to be considered a breach of this Agreement which will entitle Seller to terminate the Agreement with immediate effect if the breach is not possible to remedy.

- 18.3 Seller shall be under no obligation to fulfill any outstanding payments or deliveries or accept any order under the Buyer Agreement, if Seller has reasonable grounds for suspecting that such payments, deliveries, or transactions may be used in – or contribute to a – breach of any ABC-Laws, the Business Partner Code of Conduct or otherwise would constitute a criminal offence. Seller shall be entitled to withhold such payments, deliveries and transactions until it is evidenced that such payments, deliveries or transactions will not be used in – or contribute to a – breach of any ABC-Laws, the Business Partner Code of Conduct or otherwise would constitute a criminal offence.
- 18.4 The Buyer shall indemnify Seller from and against all and any liabilities suffered or incurred in any jurisdiction in relation to any failure by the Buyer to comply with ABC-Laws or the Business Partner Code of Conduct

[1] Including the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Swedish Penal Code and the anti-bribery laws of the Territory.

Article 19 Copyrights

- 19.1 Notwithstanding the other provisions of these General Terms and Conditions, the Seller reserves all its rights and competencies under copyright and intellectual property law;
- 19.2 All brochures, catalogues, price lists, written documents and other materials or (electronic) files provided by the Seller shall remain the Seller's property unless agreed otherwise, regardless of whether they have been provided to the Buyer or to third parties. Such materials are provided for the sole use of the Buyer and the Buyer is not permitted to duplicate, publish or share such materials with third parties without the prior permission of the Seller, unless the nature of the materials provided dictates otherwise.

Article 20 Export

- 20.1 Unless the Seller and the Buyer have explicitly agreed otherwise, all export transactions must take place DAP to the address of the Buyer (Incoterms 2020).
- 20.2 Unless otherwise agreed in writing, payment for export transactions must take place via a confirmed and irrevocable letter of credit issued by a Dutch bank. The letter of credit may be transferred by the Seller;
- 20.3 If an import certificate or permit is required to import the goods into the destination country, the Buyer shall arrange this documentation.

Article 21 Software

- 21.1 The provisions below shall apply if and to the extent that the Seller sells, delivers and installs software to/at the premises of the Buyer. In the event of any discrepancies between these provisions and the other provisions of these General Terms and Conditions, the provisions in this article shall take precedence.
- 21.2 Software is defined as all programs recorded on forms, magnetic tapes, the internet and drives and all other media used to store data delivered by the Seller.
- 21.3 The Seller is not liable for any costs, interest or damage arising as a direct or indirect consequence of acts of negligence on the part of the Buyer, a representative of the Buyer or any other persons working on behalf of the Buyer, improper use of the products delivered by

the Seller, or the provision of incomplete or incorrect information by the Seller. The Seller shall not be liable to pay compensation for delays, damage to the business of the Buyer or consequential damage suffered by the Buyer under any circumstances.

- 21.4 For software delivered by the Seller, guarantee provisions shall only apply if and to the extent that such provisions have been explicitly agreed in writing with the Seller. In the care of software sold and delivered with a factory, importer or wholesale guarantee, only the guaranteed provisions stipulated by these suppliers shall apply. Any guaranteed obligations shall expire if the Buyer modifies or repairs, or instructs the modification or repair of, the delivered software, or if the delivered software is used for any purpose other than normal business use or if, in the Seller's opinion, has been used or maintained improperly in any other way.
- 21.5 In these General Terms and Conditions, the delivery of software is defined as the Seller providing the Buyer with a non-exclusive right of use to the software. The Buyer is not permitted to transfer this right of use to a third party without the explicit written permission of the Seller.
- 21.6 The Buyer acknowledges that all intellectual property rights to the software sold by the Seller, including any modifications made to the software by the Seller at the Buyer's request, shall remain the sole property of the Seller or its licensing body or supplier.
- 21.7 The Buyer acknowledges that the software delivered by the Seller is protected by copyrights and agrees to respect such rights.
- 21.8 The Buyer is explicitly prohibited from renting out the software developed by the Seller and from otherwise providing such software to third parties without prior written permission from the Seller. The Buyer is also prohibited from copying, modifying or reproducing the software developed by the Seller without prior written permission from the Seller. The Buyer is permitted to make one reserve copy of the software if this copy is exclusively used to safeguard against theft, loss or damage. The Buyer shall require any intermediary parties and/or customers to comply with the same conditions. The Seller may attach conditions to the granting of permission for use by intermediary parties and/or customers, including the payment of monetary compensation.
- 21.9 In the event of a violation of copyright by the Buyer in relation to the software developed by the Seller, the Buyer shall immediately become liable to pay the Seller a fine of €25,000.00 for each violation, without further notice of default being required; the Seller's right to demand full compensation for damage remains unaffected.

Article 22 Original version

- 22.1 The only original version of these General Terms and Conditions is the version in the Dutch language.
If the meaning of any translation differs from the original, the Dutch text shall take precedence.

Article 23 Disputes

- 23.1 The authorised court in the location of the Seller's registered office is exclusively authorised to rule on disputes between the parties. Notwithstanding the above, the Seller reserves the right to take a dispute to a court authorised by law.

Article 24 Applicable law

- 24.1 Dutch law applies to all legal relationships between the Seller and the Buyer.
The United Nations Convention on Contracts for the International Sale of Goods shall not apply.



Article 25 Deposition of General Terms and Conditions

25.1 These General Terms and Conditions were deposited at the offices of the Chamber of Commerce and Industry for Rotterdam on July 11, 2024, under number 24214689.