

# General Terms and Conditions of Purchase of Greiner Bio-One B. V./The Netherlands

Valid with effect from December 21, 2020

## 1. General

- 1.1 The present General Terms and Conditions of Purchase ("GTC") shall exclusively apply to business relations between the Contractor and Greiner Bio-One B.V. ("GBO") pertaining to the purchase of movable items ("Goods") and/or work and/or services ("Work"), both hereinafter referred to as "Deliverables", by GBO, irrespective of whether or not the Contractor itself renders the relevant performance or purchases the same from suppliers. Any terms and conditions of sale of the Contractor and/or agreements derogating from the order shall only apply if and in so far as GBO shall acknowledge the same in writing. The written form required under the terms of these GTC shall also be fulfilled by way of e-mail or fax.
- 1.2 These GTC shall apply exclusively also with regard to legal transactions concluded in future between the Contractor and GBO, even if, in an individual instance, no specific reference is made hereto. Any arrangements (amendments, additions) derogating by way of exception from these GTC shall only be valid with regard to the legal transaction in question in respect of which such arrangements are confirmed by GBO in writing.
- 1.3 The Contractor acknowledges that the data about itself contained in the purchase order shall be subject to automated processing by GBO for purposes of accounting, and for supplier documentation. Processing of data, in particular transmission to third parties, shall be permissible to the extent necessary to fulfil the contract, meeting statutory requirements (including, if applicable, the General Data Protection Regulation (EU) 2016/679), and for the purposes of banking and payment transactions.
- 1.4 The Contractor unilaterally and irrevocably agrees to the future amendment of these GTC.

## 2. Offer and placing of orders

- 2.1 Offers by the Contractor must be complete and conclusive and describe the Deliverables, the quantities and price. Offers by Contractor represent an invitation for GBO to place an order and are not binding on GBO. Quotations, cost estimates, plans, test certificates for technical equipment and all other documents of the Contractor shall moreover be binding and shall not be remunerated, unless otherwise expressly agreed in writing.
- 2.2 The pricing regarding Deliverables charged by weight shall be based on the net weight excluding packaging/packaging materials (e.g. pallet cages, pallets, packaging sleeves, etc.).
- 2.3 If Contractor's confirmation of an order deviates from the contents of the order, express reference must be made to such circumstance and the written consent of GBO must be obtained, otherwise the confirmation is not binding.
- 2.4 On all documents addressed to GBO, especially confirmations of an order, dispatch notes, delivery notes and invoices, the Contractor shall indicate the order number, order date, article number and all such data as GBO uses to identify its order in detail. Regarding blanket orders, the Contractor shall also add a reference to the respective data concerning the relevant blanket orders.

## 3. Prices, payment terms and invoicing

- 3.1 The prices stated in the order and agreed with the Contractor shall be fixed prices. Any change to prices during the agreed delivery period shall be void, even in the case of blanket orders. GBO does not acknowledge and expressly excludes any price escalation clauses.
- 3.2 Prices do not include statutory value added tax or other (transaction) taxes, customs duties, fees or other charges of any kind. Changes in tax law or other changes in circumstances shall not grant entitlement to impose a retrospective price increase. Invoices shall be issued in accordance with the respectively-applicable statutory provisions concerning value added tax and shall be transmitted by e-mail to or [orders.nl@gbo.com](mailto:orders.nl@gbo.com). Invoices relating to Work must moreover be accompanied by copies of the confirmed wage slips or timesheets. Invoice copies shall be marked as duplicates.
- 3.3 The VAT reference of Greiner Bio-One B.V. is NL 003613240B01. The Contractor shall be liable for correct application of the statutory provisions under value added tax law relating to a respective supply transaction as well as for any retrospective value added tax payments arising during the course of tax audits as a result of incorrect information having been supplied by the Contractor.
- 3.4 If invoicing of Work shall be agreed based on hourly or daily rates travel and waiting times, as well as travel expenses, shall not be remunerated.
- 3.5 Invoices shall be issued after Work has been fully performed.
- 3.6 Unless otherwise agreed in writing, payments shall be made, within 30 (thirty) days at a 3% discount or within 60 (sixty) days net, from receipt of invoice, but not before receipt of delivery or formal acceptance of the Deliverables, if applicable, whichever occurs later. The date of payment shall be deemed the date GBO issues payment instructions. Payment itself shall be executed in the payment run respectively following the due date, which takes place at least once a week. This payment proceeding entitles GBO to claim a discount if payment is made in the payment run immediately following the discount period. The payment shall be deemed on time, if payment is made in the payment run immediately following the relevant invoice's due date.
- 3.7 GBO may effectuate payment by way of offsetting against counterclaims of GBO, which will be communicated to Contractor in writing within the aforementioned payment period.
- 3.8 Contractor shall not be permitted to offset any purported counterclaims of the Contractor against claims of GBO, unless GBO consents in writing or Contractor has obtained a non-appealable judicial ruling to such effect. The Contractor shall not be entitled to assign claims and any rights arising from this GTC to a third party without GBO's prior written consent. Any assignment of any rights without GBO's prior written consent shall be null and void.
- 3.9 If the Contractor is part of a conglomerate, then Contractor shall name a bank account, to which all payments under the order shall be made with debt-discharging effect.
- 3.10 Contractor is not entitled to create any security interest in Goods sold to GBO without GBO's prior written consent.

## 4. Delivery

- 4.1 The agreed delivery and performance deadlines shall be binding. The delivery or performance period shall begin to run on the order date. If no period is agreed, delivery/performance shall be effected immediately.
- 4.2 If a delay in delivery of Goods or performance of Work is anticipated, then Contractor shall immediately inform GBO thereof in writing, stating the reasons and the expected duration of the delay. Remedies in section 13 shall apply accordingly.
- 4.3 Delivery or performance prior to the agreed deadline, or partial delivery, shall only be permitted with prior written consent of GBO. In any case, no disadvantage may arise from such a delivery or performance; in particular, the payment and discount period according to clause 3.6 does not start before the originally agreed deadline.

- 4.4 GBO reserves the right to postpone the delivery or performance deadline but will inform the Contractor in writing thereof at the least 3 (three) weeks prior to the agreed delivery or performance date.
- 4.5 Delivery must be made at the expense and risk of the Contractor. Unless otherwise agreed in writing, Contractor shall deliver the Goods according to Incoterms clauses DDP (non-EU) / DAP (EU) Incoterms 2020 to destination designated by GBO. This shall apply without restriction also regarding to hazardous substances within the meaning of the respective applicable law on the transportation of hazardous substances. GBO shall not accept COD (cash on delivery) shipments. Shipments shall be accompanied by a delivery note indicating the order and article number(s) and as appropriate a copy of the drawing(s) attached to the order.
- 4.6 The Deliverable shall be handed over to authorized employees of GBO at the destination. Acceptance of the Deliverable shall take place only in respect of visible defects upon arrival at the destination; in terms of quantity and quality, however, acceptance shall only take place upon processing/use of the Deliverable. Employees of GBO shall by way of general rule not be authorized to confirm upon acceptance that the Deliverable is free of quantity and/or quality defects. However, if an employee does confirm having accepted the Deliverable in good order, such declaration shall in any event not also extend to confirmation to the effect that the Deliverable is free of quantity and/or quality defects..
- 4.7 The Contractor must maintain all requisite and reasonable insurance policies in order to cover its potential liability under any contract with GBO. In particular, the Contractor must adequately insure the Deliverable at its own expense against damages of all types; the Contractor shall provide GBO with evidence of the existence of such insurance policies upon request, and, upon occurrence of an insured event, assign the claims under such policies to GBO upon request. If, upon request, the Contractor does not immediately provide proof of such insurance policies, GBO shall be entitled to obtain such insurance policies at the expense of the Contractor after Contractor's failure to cure such default within 30 (thirty) days.
- 4.8 The Contractor shall ensure that the Deliverable complies with all applicable valid laws, provisions, ordinances, directives and specifications and that it complies with usual market standards. All Deliverables subject to particular product regulations, such as the REACH Regulation, must be registered, classified, packaged and labelled in accordance with these regulations. On demand the Contractor is obliged to provide the registration and/or certificate to GBO.
- 4.9 The Contractor further warrants that it shall observe all export regulations and governmental economic sanctions applicable in connection with a shipment and, in particular, that it shall obtain all requisite export licences on its own initiative and at its sole cost and expense.

## 5. Packaging and shipping

- 5.1 The Contractor shall package, label and ship the Deliverable ordered in a suitable manner and at its own cost and risk, irrespective of the agreed upon delivery terms; this also shall apply without restriction to hazardous substances. Should GBO exceptionally assume the costs of packaging, according to written agreement, these costs assumed by GBO shall be calculated and indicated separately in the invoice; even in this case, the Contractor shall bear the risk for the consequences of defective or improper packaging or labelling. In case of third party claim against GBO based on defective or improper packaging, labelling and/or shipping of Deliverables, Contractor shall fully indemnify and hold harmless GBO, its officers, directors, shareholders and representatives against any and all damages, including reasonable attorney's fees.
- 5.2 The Contractor shall be liable for all damages caused by defective packaging. Goods damaged in transit shall be returned to the Contractor at its own expense; who is responsible for the settlement of damage with the carrier or forwarding agent; if applicable.
- 5.3 GBO reserves the right to return packaging to the Contractor, whereby the value thereof shall be credited to GBO if return is free of charge to the Contractor.
- 5.4 In so far as the Contractor participates in a regional scheme for packaging disposal, the following legally-binding declaration must be incorporated both into the offer and every delivery note and every invoice: "Packaging of all goods listed is exempt via licence number [...]". Additional charges or costs, such as deposit charges or disposal costs, shall not be borne by GBO. The Contractor may retake the packaging and dispose of it, or GBO shall be entitled to arrange for disposal to be undertaken by third parties at the risk and expense of the Contractor.
- 5.5 In case of "special/hazardous waste", the Contractor shall either dispose of all special/hazardous Deliverables or rather the residue of such Deliverables itself or take back for disposal at its own risk and expense. If the Contractor fails to comply with such obligation, GBO shall be entitled to arrange for disposal to be undertaken by third parties at the Contractor's risk and expense.
- 5.6 In the case of shipment using euro pallets, the Contractor shall use its own exchangeable euro pallets which shall be as good as new, and which shall be exchanged upon handover to GBO.
- 5.7 If wood is used in packaging, it must comply with the respectively applicable EU phytosanitary provisions. The IPPC / ISPM15 standards shall apply.

## 6. Formal acceptance of Work

- 6.1 The formal acceptance of Work shall take place following completion of the respective Work by way of countersignature by GBO on an acceptance report. In so far as Work can subsequently no longer be inspected because the order will be subject to further processing, the Contractor shall request GBO to inspect the Work in writing. There shall be no implied formal acceptance as a result of silence, payment, or use.
- 6.2 In so far as formal acceptance is required by government authorities, especially formal acceptance by recognized experts or official agencies, the Contractor shall arrange for the same at its own expense prior to formal acceptance of the Work by GBO, unless this performance is explicitly excluded from the scope of performance. Official certification by an issuing authority that Deliverables subject to official inspection are free from defects and any formal acceptance by government authorities shall be transmitted to GBO in due time before a formal acceptance of the Work by GBO.

## 7. Quality assurance

- 7.1 In order to ensure the conformity with the agreed quality, the Contractor undertakes to conduct all quality-control measures in accordance with the agreed specifications. The Contractor must be certified at least in accordance with ISO 9001 or another comparable quality management scheme. The Contractor shall strive to implement continuous measures and practices for quality improvement which conform to said standards and practices or similar standards and practices and operate a quality assurance program which serves to identify, correct and prevent defects. In order to ensure quality, the Contractor shall, inter alia, be under a duty as follows: (i) to regularly conduct inspections and tests; (ii) to conduct all quality-control measures in accordance with specifications and, in the absence of specifications, to apply customary industry standards and applicable law; and (iii) to keep detailed records of inspection, documentation and other data with regard to the manufacturing process and the prevailing quality control

- procedures and quality standards in respect of the Deliverable and make them available to GBO upon request.
- 7.2 GBO has the right to inspect the Contractor's quality management system during normal business hours at the Contractor's place of business, subject to GBO providing the Contractor with written notice at least 5 (five) working days in advance; under no circumstances may Contractor use the inspection to delay or prevent delivery of the Deliverables. Detailed records of inspection, documents and other data relating to the current manufacturing processes, quality-control procedures and quality standards of the Contractor shall be maintained by the Contractor and provided to GBO upon request.
- 7.3 The Contractor shall oblige its sub-suppliers to guarantee compliance with the same quality assurance measures and shall grant GBO the inspection rights set forth in clause 7.2 at GBO's request.
- 8. Records and audits**  
In line with generally-recognized accounting principles and practices, the Contractor shall keep precise records relating to all matters concerning its contractual obligations. The Contractor shall retain such records for at least 7 (seven) years from the date of the last payment under the order to which such records serve to determine whether the Contractor is complying with its obligations under the applicable order, GBO and its authorized representatives shall be granted reasonable access to such records for the purposes of inspection and audit during normal business hours, and the Contractor shall provide GBO with all reasonable support.
- 9. Formal acceptance obligation and force majeure**  
Circumstances of force majeure, which shall also include, without limitation, the effects of war, riot, strikes, lock-outs, national disasters, epidemic and pandemic like e.g. COVID 19 and disruptions in transport and operational disturbances in the sphere of GBO or its sub-Contractors, which are not foreseeable and beyond the control of GBO or its sub-Contractors, release GBO from this obligation to accept delivery for the duration and to the extent of their effects. Neither legal strikes nor the fact that materials, parts of Goods are being deemed rejects shall be considered instances of force majeure. In the event of force majeure, the Contractor has no claim for consideration or compensation or refund. In the event of unforeseeable events, such as in particular, the aforementioned events, the Contractor is obliged to take all possible and reasonable measures to fulfil his contractual obligations (e.g. to procure necessary parts elsewhere, to find alternative means of transport, to take the greatest possible preventive measures).
- 10. Transfer of risk**  
Risk shall be transferred only upon receipt of the Deliverables at the destination designated by GBO, fulfilment of all ancillary duties by the Contractor, especially delivery of all required documentation (e.g. test documents, operating instructions, instructions for use, etc.) to an authorized employee of GBO, unless otherwise agreed upon in writing. In the case of delivery with installation or assembly, risk shall pass to GBO upon formal acceptance of the installed and assembled Deliverables.
- 11. Warranty, indemnification and liability**  
11.1 The Contractor represents and warrants that Deliverables:  
i) are free and clear of all liens, security interests, claims and encumbrances;  
ii) do not infringe upon the intellectual property rights of any third party;  
iii) fully comply with the agreed specifications and requirements, holds all relevant and requisite certificates, approvals, authorizations, licences and permits and is fit for its particular purpose;  
iv) do not comprise any defects regarding design, material or processing and is in a fully-functioning and merchantable condition; and  
v) at all times comply with all applicable laws, provisions, ordinances, directives and specifications and meet the usual market standards, in particular statutory accident-prevention rules and safety rules (CE conformity).
- 11.2 The Contractor represents and warrants that Work:  
i) is performed in a professional and workmanlike manner in full compliance with all final written descriptions, specifications, requirements and representations:  
ii) Clauses 11.1 ii) and v) apply respectively.
- 11.3 In case Contractor discovers defects in the Goods (even after delivery), Contractor shall immediately notify GBO of such defects. Such notification shall be accompanied by all relevant data, such as in particular the nature of the defect and the affected order and product numbers.
- 11.4 Unconditional formal acceptance of the Deliverables does not waive Contractor's obligation to comply with the warranties set forth herein and GBO's rights in connection herewith.
- 11.5 The warranty period shall be 2 (two) years with effect from the date of transfer of risk unless a longer statutory period shall apply.
- 11.6 If a Deliverable does not comply with the representations and warranties or GBO's requirements, if safeguarding rules or other protective provisions are not observed, or if the Deliverables have other defects, then irrespective of the severity of the defect, GBO shall be entitled, to demand (at its own discretion) cancellation of the purchase contract, reduction of the purchase price (reduction), remedy of defect free of charge (rectification) or replacement delivery free of charge. If GBO shall request rectification, the Contractor shall immediately remedy the defects at its own risk and expense. Upon request from GBO, the Contractor shall immediately, and at the latest within 10 (ten) working days, exchange defective parts of goods or services for defect-free parts at its own risk and expense. In the event that the documentation is faulty, but the Deliverable themselves have no defects, the documentation must be corrected and sent to GBO within 5 (five) working days. If the Contractor does not cure or remedy within the respective timeframes, clause 11.7 shall apply accordingly.
- 11.7 In the event that the Contractor fails to fulfil its warranty obligations within the period stated in these GTC or otherwise within a reasonable period, GBO shall be entitled to remedy the defects itself or to arrange for third parties to remedy the same or in another manner to obtain a replacement at the Contractor's expense. In urgent cases (e.g. in order to avoid production delays or interruptions), GBO shall be entitled to remedy the defects discovered at the cost of the Contractor without providing an extension of time to cure.
- 11.8 If defects cannot be remedied on site, transportation costs shall be borne by the Contractor.
- 11.9 The Contractor shall be under a duty to provide a complete and easily-comprehensible instruction manual for use in Dutch or English and to keep all necessary documents of manufacture and manuals. Furthermore, the Contractor is obligated to monitor its products and, if necessary, to recall defective products delivered to GBO as Deliverables at its own expense, to immediately provide a copy of the manufacturing documents and to provide all reasonable assistance as well as to name the records and to provide all reasonable assistance, as well as to name the manufacturer/importer within 14 (fourteen) working days.
- 11.10 The representations and warranties set forth in 11.1 and 11.2 shall also apply if the Contractor installs or assembles the Deliverables at GBO's request. In such event, the warranty period shall commence upon formal acceptance by GBO in accordance with the written acceptance confirmation.
- 11.11 Contractor shall indemnify and hold GBO, its officers, directors, shareholders and representatives harmless from any damages, including, without limitation, reasonable attorneys' fees, resulting from Contractor's violation of any applicable law or regulation.
- 11.12 Regarding to all types of loss, during the entire limitation period, the Contractor shall bear the burden of proof concerning the demonstration of absence of fault.
- 11.13 Exclusions of liability of all kind, as well as limitations on liability on the part of the Contractor, in particular on the basis of warranty or damages, shall not be accepted unless the same have been expressly negotiated in detail with GBO and agreed to in writing. This shall therefore apply, but not only, regarding to changes to any statutory burden of proof to the detriment of GBO, with regard to shortening statutes of limitation of any kind, and with regard to the exclusion of recourse claims.
- 11.14 The Contractor shall be liable for negligence and defects of its sub-contractors like for its own. The Contractor shall ensure that any of sub-suppliers, are instructed to rendering their services in accordance with the terms agreed with GBO.
- 11.15 If a product liability claim is made against GBO by third parties due to defects in Deliverables and/or violation of property rights of third parties, the Contractor shall fully indemnify and hold harmless GBO, its representatives, officers, directors, and shareholders. Furthermore, GBO shall be entitled to reimbursement of all costs and expenses incurred by it in this connection, especially because of recall actions. GBO shall as far as possible and reasonable, inform the Contractor as to the nature and extent of recall actions. GBO shall immediately inform the Contractor about the assertion of claims based on product liability and shall not make any payments nor acknowledge claims without referring to the Contractor. Further legal claims of GBO against the Contractor shall remain unaffected.
- 12. Changes to Deliverable**  
12.1 Changes requested by GBO  
GBO may at any time request a change to a Deliverable, which shall be implemented by the Contractor. If the change can be executed by the Contractor using the resources which the Contractor has already deployed in accordance with the contract between the two parties, this shall not have any impact on price; if the change has an impact on the agreed price or delivery date, the Contractor shall notify GBO accordingly in writing without delay. Upon request, the Contractor shall disclose its cost calculation to GBO. The Contractor shall provide a modified offer, which GBO may accept or reject.
- 12.2 Changes requested by the Contractor  
The Contractor shall not be entitled without GBO's express consent to make any changes whatsoever to the Deliverable, in particular:  
- Changes with regard to specification of the Deliverable  
- Changes with regard to composition of raw materials  
- Changes with regard to origin of raw materials which have an impact on the quality of the components and/or the quality of GBO's end product  
- Changes in relation to certification status  
- Changes regarding to packaging of the Deliverable.
- In the event that the Contractor should be forced to make changes to components, particularly in regard to raw materials or suppliers of raw materials, packaging, manufacturing processes, location, capacity, improvements or extensions which could impact upon the form, suitability or function of the Deliverable or which could influence the specifications of the Deliverable, the Contractor shall notify GBO in writing thereof at least 12 (twelve) months in advance and shall prepare a change offer. Such changed offer shall contain at least the following information:  
- Detailed description of proposed changes to the Deliverables;  
- Reason for the proposed changes;  
- Date on which the proposed changes are to be made.
- In so far as the changes are approved by GBO by way of corresponding confirmation, they shall be executed at the cost of the Contractor unless agreed otherwise.
- 13. Default and delay, withdrawal and contractual penalty**  
13.1 In the event of a delay or default in respect of delivery or performance, or delivery or performance in breach of contractual terms, then notwithstanding all and any further claims, GBO shall be entitled either to withdraw immediately from the contract or to withdraw from the same setting a reasonable extension time of maximum 14 (fourteen) days, or to insist upon contractual fulfilment. GBO shall hold the same rights if bankruptcy proceedings are instituted in respect of the Contractor's assets or if a petition for institution of bankruptcy proceedings has been rejected due to a lack of cost-covering assets.
- 13.2 In the event of delivery or performance being delayed or in breach of contract, GBO shall further be entitled to claim a contractual penalty in place of contractual fulfilment, independent of attribution of fault, at a maximum of 25% of the total order value or, in addition to delayed fulfilment, for each day or part thereof by which the delivery or performance period has been exceeded, a contractual penalty of 1% of the total order value, up to a maximum of 25%. GBO shall in any event reserve the right to claim any loss exceeding the said contractual penalty.
- 13.3 In the event that delay, or default is however due to force majeure, the Contractor shall be obliged to immediately notify such circumstance and to provide documentary evidence of the same upon request. In such event, the delivery or performance period or deadline shall be extended by the duration of impact of such circumstances. Despite such granting of time, the Contractor shall be under a duty to pay the contractual penalty pursuant to clause 13.2, which shall be deposited by way of security with GBO and repaid by GBO to the Contractor (without interest) following successful contractual fulfilment. Neither legal strikes nor the fact that materials, parts or finished goods are being deemed rejects shall be considered instances of force majeure. In the event that, for any reason whatsoever, the contract should be terminated, the Contractor shall not be entitled to refund.
- 13.4 GBO shall be entitled to withdraw from the contract by 6 (six) weeks at the latest prior to the agreed delivery or performance deadline (prior to the end of the agreed delivery or performance period), subject to indication of good cause; in such event, the Contractor shall not be entitled to claim any damages.
- 14. Compliance**  
The Contractor undertakes at all times during a contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, [https://www.gbo.com/fileadmin/user\\_upload/Downloads/Code\\_of\\_Conduct/Code\\_of\\_Conduct\\_for\\_Suppliers\\_and\\_Business\\_Partners\\_EN.pdf](https://www.gbo.com/fileadmin/user_upload/Downloads/Code_of_Conduct/Code_of_Conduct_for_Suppliers_and_Business_Partners_EN.pdf)



, as amended, plus all applicable laws and provisions, in particular the US Foreign Corrupt Practices Act of 1977 (as amended), as well as the applicable anti-trust, competition and anti-corruption laws. Neither the Contractor, nor those persons acting in its name, in particular executives, employees or representatives, shall make or offer improper payments or gifts in either direct or indirect form to third parties, including their employees or executives, or to public officials, representatives of a governmental agency or authority or those of a political party or a candidate of the latter. The Contractor undertakes that its own suppliers shall comply with the comparable principles to those of the Greiner Code of Conduct. GBO reserves the right to audit the Contractor at any time during business hours further to prior written notice to verify adherence to the terms of the said Code of Conduct and all applicable laws and rules. In the event of non-compliance, GBO reserves the right to terminate any order subject to these GTC at any time and with immediate effect by written notice to the Contractor.

#### 15. Property rights

- 15.1 Documents of all kinds, such as descriptions, samples, drawings, models, tools, moulds and other items which GBO has made available to the Contractor, remain the sole and exclusive property of GBO.
- 15.2 The Contractor may neither use such documents for its own purposes nor make such available to third parties, to the extent not directly connected with the performance of the order. Without request, documents shall be automatically returned complete including any copies thereof, at the latest once they are no longer required by the Contractor for the purpose of performance and delivery, or after a corresponding request from GBO. Return shall be free of charge to GBO.
- 15.3 The said documents must be checked by the Contractor immediately upon receipt. Any derogations therefrom shall only be permissible with the written consent of GBO. If such documents contain technical or other defects, the Contractor must notify GBO thereof as soon as such defects are identified.
- 15.4 The agreed price shall cover payment for comprehensive granting of intellectual property rights as far as necessary for GBO to use freely, to renew partially or completely, and for the resale of the Deliverables.
- 15.5 In so far as licences are required, the Contractor shall procure them at its own expense.
- 15.6 The Contractor shall be liable for ensuring that no property rights of third parties are infringed by GBO as a result of the Contractor's performances or as a result of use of Deliverables acquired from the Contractor. The Contractor undertakes to fully indemnify and hold GBO harmless in the event of any infringement of property rights of third parties.
- 15.7 GBO shall hold title to all work results of the Contractor based on information from GBO, in particular drawings, specifications and data of GBO, and GBO shall exclusively be entitled to file and register intellectual property rights on a worldwide basis in respect thereof.

#### 16. Sub-suppliers

- 16.1 The Contractor undertakes to inform GBO in writing of all sub-suppliers who support the Contractor in fulfilment of contractual obligations. Sub-suppliers not named in the contract or order must be approved by GBO in writing, which approval shall not be unreasonably refused.
- 16.2 When GBO gives its consent, the Contractor must ensure that sub-contracts enable the Contractor without limitations to fulfil its obligations in relation to GBO.
- 16.3 The Contractor shall ensure that GBO is entitled to inspect Works undertaken for the purpose of fulfilling contractual duties at Contractor's and/or sub-supplier's place of business any time, and to obtain information on the current status of Work on site.
- 16.4 Irrespective of which party supplies the Deliverables, the Contractor shall always be deemed the responsible contracting party. At the same time, any approval of a sub-supplier granted by GBO shall not release the Contractor from its obligations in relation to GBO under the contract.

#### 17. Access

- 17.1 When entering GBO's place of business, the Contractor comply with GBO's applicable safety rules, GBO shall provide Contractor with a copy of the safety rules prior to Contractor visiting GBO's facility.
- 17.2 Subject to reasonable prior notification to the Contractor, Contractor shall grant GBO access to the Contractor's place of business during normal business hours in order to inspect Work in connection with the contractual Deliverables.

#### 18. Confidentiality

- 18.1 The Contractor undertakes to maintain the confidentiality of all technical and commercial data relating to GBO which is disclosed directly or indirectly by GBO in respect of a possible joint business relationship, including all information relating to plans, timetables, technical data, constructions, drawings and all information relating to sales, pricing, research and development, finance, construction, manufacture, quality, design, intellectual property, plant and processes, employees, customers, suppliers and other persons with which GBO has a business association, in so far as the same is not generally known.
- 18.2 For the purpose of fulfilling its contractual duties, obligations and other tasks, the Contractor may only use such persons whom it has verifiably and expressly placed under a duty to observe confidentiality prior to commencement of their activity.
- 18.3 The duty to maintain confidentiality in respect of all data and business and/or trade secrets shall continue to exist also following the end of the contractual relationship, without restriction; it shall also extend to such data and business and/or trade secrets which are entrusted to the Contractor/the persons referred to in clause 18.2 on the occasion of further contractual negotiations to be conducted or which are otherwise rendered accessible, even if such negotiations should not lead to conclusion of a contract.
- 18.4 Disclosure of confidential information shall not constitute transfer of know-how or property rights nor any related granting of licence. The Contractor shall not be entitled to file property rights of any type whatsoever in connection with any confidential information obtained directly or indirectly from GBO.
- 18.5 No rights, in particular, no rights of prior use, shall be asserted against GBO regarding applications for industrial property rights from the knowledge of confidential information made available or provided to the Contractor.

#### 19. Place of performance, place of jurisdiction and choice of law

- 19.1 Unless agreed otherwise in Section 4 of these GTC or any contract subject to these GTC, place of performance for Deliverables supplied by the Supplier shall be the place of performance as stipulated by GBO.
- 19.2 Place of jurisdiction for all disputes arising out of or in connection with these GTC and the contracts subject to these GTC shall be in the court in The Hague, The Netherlands having subject-matter competence. Contractor hereby irrevocably consents to the exclusive personal jurisdiction of such courts. Contractor waives any objection based on forum non-convenience or any objection to venue of any action. GBO shall also have the

right to institute legal proceedings before the court having competence with regard to the registered office of the Contractor.

- 19.3 These GTC and all contracts subjects to these GTC shall be governed by the laws of The Netherlands, without regard to its choice of law principles. Neither the United Nations Treaty on International Sale of Goods (CISG) nor any other existing or future bilateral or international treaties shall be applicable.

#### 20. Miscellaneous

- 20.1 All orders, transactions and call-offs, amendments and additions thereto and amendment of the underlying contract, including these GTC and this written-form clause itself, shall only be legally valid when in writing. This shall also apply with regard to any contractual termination.
- 20.2 Any order or contract between GBO and Contractor shall not establish any employment contract whatsoever between GBO and any person whomsoever employed by the Contractor. For this reason, it is expressly agreed that the Contractor shall itself be responsible for all employer obligations imposed by the competent authorities regarding to the fulfilment of contractual duties and with regard to any taxable income of the Contractor. Furthermore, GBO shall assume no liability for making payments such as wages, daily allowances, income tax, social-security contributions and insurance contributions. The Contractor shall fully indemnify and hold harmless GBO in this regard.
- 20.3 Each of the parties warrants to the other party that it duly complies with its obligations under all applicable data protection regulations.
- 20.4 All business correspondence shall be conducted exclusively with GBO's purchasing department.
- 20.5 The Contractor is not entitled to assign any claims to third parties arising out of or in connection with any contract with GBO without GBO's prior written consent and any assignment in violation of this provision is null and void.
- 20.6 Any order and contracts executed between GBO and the Contractor shall remain binding, also in the event that any individual terms of the contract or of these GTC should be legally invalid. If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.
- 20.7 In respect of the cooperation, the Contractor may only advertise using the business connection and/or the products of GBO subject to obtaining the prior written consent of GBO. This may be revoked at any time without reason and shall require the immediate deletion/cessation of further use for any purpose without any entitlement to cost reimbursement.