



General terms of purchase

These General Terms and Conditions have been filed with the District Court of Amsterdam and apply from 1 January 2024.

These General Terms and Conditions consist of:

- section A: General
- section B: Products
- section C: Services
- section D: Contracting of Work

The provisions of the general section A apply to any quotation or offer to, request from and Agreement with TU. In addition, the provisions of section B apply if it concerns the purchase and delivery of a Product, the provisions of section C if it concerns an order for the provision of a Service and the provisions of section D if it concerns the contracting of Work. In the event of a conflict between the provisions of section A and the provisions of section B, C or D, the provisions of section B, C or D take precedence.

Section A: General

1 Definitions

In these General Terms and Conditions, the terms below are defined as follows:

General Terms and Conditions: these general terms of purchase;

Service: the service to be provided to TU pursuant to an Agreement, being an economic activity, other than salaried employment, which is usually provided for remuneration;

Supplier: the natural person or legal entity who addresses a quotation or offer to TU, to whom TU submits a request and/or with whom an Agreement is concluded;

Agreement: the agreement concluded between Supplier and TU regarding the supply of a Product and/or Service and/or Work to TU;

Parties: Supplier and TU jointly;

Product: the product to be supplied to TU pursuant to an Agreement;

TU: Technische Unie B.V., having its registered office in Amstelveen, Chamber of Commerce number 33235014, and/or its affiliated natural persons or legal entities that enter into obligations vis-à-vis Supplier; and

Work: the work of a material nature to be created for and delivered to TU pursuant to an Agreement.

2 Applicability

2.1 These General Terms and Conditions apply to all current and future quotations and offers of Supplier to TU, requests of TU from Supplier and

Agreements, even if they are not expressly declared applicable thereby.

2.2 Agreements that supplement or deviate from these General Terms and Conditions are one-off and only binding on TU if they have been expressly agreed in writing.

2.3 These General Terms and Conditions, including TU's exclusions and limitations of liability contained herein, also serve to benefit TU's employees, auxiliaries and agents.

2.4 TU expressly rejects the applicability of any general terms and conditions to which Supplier has referred or will refer.

2.5 Any voidability or nullity of a provision in an Agreement and/or in these General Terms and Conditions does not affect the validity of the remaining part of the Agreement and/or these General Terms and Conditions. Instead of the voided or nullified part, Parties will then be deemed to have agreed to that which comes closest, in a legally valid manner, to what they would have agreed had they known of the nullity or voidability.

2.6 If other general terms and conditions apply in addition to these General Terms and Conditions, the provisions of these General Terms and Conditions will prevail in case of conflict.

2.7 TU is entitled to amend these General Terms and Conditions. TU will publish the amended terms and conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html> and notify Supplier accordingly. The amended terms

failing that, at the time the amendment is communicated to Supplier and apply to all new quotations or offers to, request from and Agreements with TU from that time.

3 Conclusion and performance of the Agreement

- 3.1 A request from TU for a quotation is non-binding. All costs for the preparation of a quotation by Supplier are for its own account.
- 3.2 Once accepted by TU, a quotation/offer cannot be revoked.
- 3.3 Supplier must provide TU with information in the form of sizes, weights, technical data, drawings, illustrations, samples and other information material as accurately as possible and in accordance with legal obligations and trade customs.
- 3.4 Supplier is obliged to warn TU of any (possible) inaccuracies or incompleteness in its request or order and of defects in and/or unsuitability of the information and materials TU has provided or prescribed for the formation and/or performance of an Agreement.
- 3.5 An Agreement only comes into effect through TU's written confirmation of its acceptance of a quotation or offer from Supplier. Verbal promises made by TU's employees do not bind TU. The written confirmation of TU is deemed to represent the Agreement fully and correctly. If TU makes a request or places an order, Supplier will confirm such order/request in writing within ten (10) days. In the absence of a response from Supplier, the request/order is deemed to have been accepted and an Agreement is established. Until the time of this written confirmation, TU is entitled to change the request/order, after which a new ten-day period will start.
- 3.6 Supplier cannot derive any future rights from previous Agreements.
- 3.7 Supplier is not entitled to exclusivity unless expressly agreed in writing.
- 3.8 Supplier is required to obtain TU's prior written consent for the performance of (parts of) the Agreement by third parties (including hired workers). At TU's request, Supplier will provide it with access to, or a copy of, the agreements made with these third parties.
- 3.9 Upon performance of the Agreement, Supplier must also make available any associated auxiliary materials, documentation, drawings and quality, inspection and warranty certificates.
- 3.10 Supplier ensures that any delivered item is provided with a label or other indication by which it can be identified (e.g. TU's article number or the EAN code) from which it shows that it complies with the relevant laws and regulations and is provided with the relevant certifications.
- 3.11 Additional arrangements or amendments agreed after the Agreement has been concluded are not

binding on TU until TU has confirmed them in writing.

- 3.12 If two or more Suppliers (are deemed to) have jointly accepted the Agreement, they will be jointly and severally liable for its performance and the resulting consequences.

4 Price

- 4.1 The price quoted by Supplier is fixed and inclusive of all governmental surcharges and other costs/surcharges (such as packaging, administration and/or transport costs, import and export duties and insurance), unless otherwise indicated.
- 4.2 Supplier determines the price at which it sells/delivers the Products/Services/Works to TU. Supplier may increase these prices no more than once per quarter. This price increase takes effect on the first day of the new quarter, never has retroactive effect and only applies to future orders (and therefore not to Products/Services/Works already ordered by TU).
- 4.3 Paragraph 4.2 does not apply to Products sensitive to daily prices and to consumer electronics. Their prices may only be changed after consultation with and agreement by TU. The price increase only applies to future orders.
- 4.4 Supplier must notify TU of price increases in writing no later than six (6) weeks before the start of the quarter, otherwise they will not be accepted.
- 4.5 In case of price reductions, stocks will be immediately revalued and credited by Supplier.
- 4.6 For projects, TU and Supplier may agree in writing on fixed prices for the duration of the project.
- 4.7 Supplier is not entitled to pass on to TU any price increases of price-determining factors (including labour costs, premiums, materials, transport and currency), whether foreseen or not, after the conclusion of the Agreement.

5 Delivery

- 5.1 The time when TU takes delivery of the Product/Service/Work qualifies as time of delivery.
- 5.2 Supplier guarantees that the Product/Service/Work will be delivered in good condition.
- 5.3 A delivery time agreed between TU and Supplier is always a firm deadline. If Supplier fails to deliver or delivers at a different time, Supplier will be in default without notice of default and must compensate TU for any resulting damage including, for example, the (additional) costs of transport, storage and substitute delivery (whether or not by a third party). TU may then refuse delivery without prejudicing its other rights.
- 5.4 Supplier delivers to the destination agreed with TU on the basis of Delivery Duty Paid in accordance with Incoterms 2020. Supplier therefore arranges and pays for transport to the agreed destination, is

responsible for customs clearance, pays any import duties and bears the risk of loss or damage until the Product/Work is handed over to TU at the agreed destination. If nothing else has been agreed, TU's depot nearest to Supplier will be regarded as the destination.

- 5.5 Supplier is obliged to deliver the Products and/or Services and/or the Work in accordance with TU's instructions.
- 5.6 Supplier ensures that a waybill is available for each delivery and that it is signed by an authorised employee of TU. This employee signs for the number of items delivered, indicating the defects present at first glance. This does not affect TU's rights in respect of subsequently discovered deviations from what was agreed.
- 5.7 Delivery takes place during the usual opening hours of the agreed destination.
- 5.8 If Supplier discovers that it will not be able to meet the agreed delivery time, it must notify TU in writing as soon as possible, stating the reason.
- 5.9 TU is entitled to adjust the agreed delivery time and/or destination unilaterally prior to delivery. Supplier is then not entitled to compensation for damage and/or costs, unless the adjustment increases the costs for Supplier to such an extent that this is unacceptable by standards of reasonableness and fairness.
- 5.10 Supplier is not entitled to deliver in parts, unless otherwise agreed.
- 5.11 If TU is unable to take delivery of the Products and/or Services and/or the Work at the agreed place and/or time, Supplier will take all reasonable measures to preserve them without deterioration in quality until they can be delivered to TU.
- 5.12 If Supplier delivers more than agreed, it must compensate TU's damage (including, for example, transport and storage costs) and must collect the surplus within eight (8) days free of charge. In the event of non-compliance, TU may return the excess delivered at Supplier's expense.
- 5.13 Wherever the term 'delivery' appears in these General Terms and Conditions, it may also be read as 'supply' or 'acceptance'.

6 Work on site

- 6.1 In the event that Supplier performs work at a location designated by TU, Supplier must ensure that all relevant (statutory) regulations and instructions (of TU or a third party designated by TU) are complied with at this location and that its employee(s) receive (safety) instructions in this respect. To this end, Supplier must familiarise itself with all relevant laws and regulations and instructions, including the safety regulations applicable at the location, before commencing the work.
- 6.2 If an employee deployed by Supplier does not comply with the laws and regulations referred to in the

previous paragraph, both TU and the third party responsible for the location are entitled to remove this employee from the location immediately and deny them further access to it.

- 6.3 If Supplier performs work at a location that involves hazards (such as explosion and fire risks), it must inform TU of this prior to commencing this work and ensure that also the third party responsible for the location is aware of this (failing which Supplier must inform this third party itself).
- 6.4 The work to be performed by Supplier must be carried out within the working hours applicable at the location.
- 6.5 Supplier will ensure that all tools and materials used for the agreed work are in sound condition and always comply with all applicable safety requirements. Supplier will carry out an inspection to this end on a regular basis.
- 6.6 Supplier must use and maintain the materials and tools provided to it by or on behalf of TU in a competent manner.
- 6.7 Supplier must arrange the storage space it requires for its own account and risk. If Supplier is permitted to use an on-site storage facility, storage will be for Supplier's account and risk and Supplier will indemnify TU against third-party claims.
- 6.8 Supplier must take measures to prevent loss of and/or damage to and/or contamination of its own property (such as materials, tools and machinery) and that of third parties.
- 6.9 Supplier cooperates in keeping the site clean, including by disposing of its waste and excess materials and tools.
- 6.10 Supplier is liable for all damage, including bodily injury, of its own employees and employees deployed by TU and others caused by or arising during Supplier's work at the location and indemnifies TU against claims by these employees.
- 6.11 Furthermore, Supplier indemnifies TU and third parties engaged by TU against third-party claims for damage resulting from the work performed by Supplier. Supplier takes out adequate insurance for this purpose.

7 Rights and obligations

- 7.1 Supplier's rights and obligations vis-à-vis TU are not transferable and/or pledgeable. This provision has property law effect.
- 7.2 Supplier may not assign its obligations under an Agreement without TU's prior written consent.
- 7.3 Supplier may not invoke a right of suspension, set-off or retention vis-à-vis TU.
- 7.4 TU is entitled to transfer the Agreement and/or any rights or obligations arising therefrom to a group company (as referred to in Section 2:24b of the Dutch Civil Code). To the extent required, Supplier will be deemed to have cooperated with this.

8 Force majeure

- 8.1 In addition to the provisions of the law and case law, force majeure is deemed to exist if a foreseen or unforeseen circumstance arises that is not the fault of TU and as a result of which TU is unable to fulfil its obligations vis-à-vis Supplier (on time), such as a lack of raw materials or other supplies required for the processing of the Product/performance of the Service /creation of the Work, government measures (such as import or export restrictions), economic sanctions, computer, software and power failures (including caused by a hack whether or not involving the use of ransomware) lack of personnel (whether or not due to excessive sick leave), disruptions in the supply of energy, delays in the delivery by or any (other) (attributable) failure of TU's customers or auxiliary persons, unique weather conditions, storm and/or other natural disasters, fire, sabotage, strike, molestation, pandemic, war, riot, threat of terrorism and other serious disruptions to the business operations of TU or its customers or auxiliary persons.
- 8.2 If TU cannot perform as a result of force majeure as referred to above, it will have the right, without becoming liable for damages, to suspend its obligations under the Agreement as long as the force majeure continues and/or to terminate the Agreement in whole or in part.
- 8.3 If more than six (6) months of force majeure have occurred for either Party, the other Party will be entitled to terminate the Agreement for the part that had not yet been performed.
- 8.4 TU is entitled to invoke force majeure if the circumstance causing force majeure occurred after TU should have delivered its performance.

9 Insurance

- 9.1 Supplier takes out adequate insurance to cover its liability, failing which TU will be entitled to terminate the Agreement without becoming liable for damages and without prejudice to its other rights.
- 9.2 At TU's request, Supplier will provide TU with a copy of the insurance policy or policies and proof that the premium has been paid.
- 9.3 If it is held liable by TU, Supplier will assign all claims in respect of payment(s) of insurance proceeds to TU at TU's first request.
- 9.4 Insurance of its liability does not affect Supplier's contractual or statutory liability.
- 9.5 The excess of any insurance and the uncovered damage and costs are payable in full by Supplier if the damage is for Supplier's account or risk.

10 Invoices and payment

- 10.1 Supplier must invoice electronically, in euro and after fulfilling its obligations under the Agreement, unless otherwise agreed.
- 10.2 The invoice must be addressed to TU's financial administrative department and comply with the

applicable legal requirements (including the Turnover Tax Act 1986). The purchase number and/or contract number must be stated on the invoice.

- 10.3 A payment term of sixty (60) days applies. If TU pays within fourteen (14) days, a 2% discount will apply. Should TU wrongly fail to pay the amount due on time, TU will owe Supplier at most the statutory interest pursuant to Section 6:119 of the Dutch Civil Code and EUR 40 in collection costs.
- 10.4 Payment of an invoice does not constitute an acknowledgement that Supplier has fulfilled its obligations under the Agreement.
- 10.5 TU may set off amounts owed to Supplier in connection with the Agreement against its due and payable claim(s) against group companies belonging to Supplier's group.
- 10.6 If, due to Supplier's default or inability to perform, TU performs all or part of the work itself or has it performed by others, payment will be suspended until it becomes clear what amount is owed by or to Supplier as a result. TU is then also entitled to pay, at Supplier's expense, a fair compensation directly to Supplier's subcontractors and suppliers for work and deliveries for which they have not yet received payment. TU will not do so without having first heard from Supplier or its legal representative on this matter.
- 10.7 Supplier must submit the invoice to TU within three (3) months of delivery of the Product/Service/Work, failing which its right of claim will lapse.

11 Termination

- 11.1 An Agreement ends by expiry of the agreed period or completion of the agreed performance.
- 11.2 If the agreement is a continuing performance agreement, TU may terminate it in writing subject to a notice period of two months and Supplier may terminate it subject to a notice period of six months, at any time by the end of a calendar month.
- 11.3 Upon termination of an Agreement Supplier must collect what it had already delivered without obligation at its own account and risk and refund any compensation already received for it.
- 11.4 TU may - also to limit further damage and without becoming liable for damages - suspend its obligations under the Agreement with immediate effect without notice of default or judicial intervention or terminate the Agreement in whole or in part if:
- Supplier does not fulfil any obligation towards TU, or does not do so properly or in time;
 - if the main agreement (between TU and its customer) for which Supplier's performance was required, ends due to a circumstance outside TU's sphere of risk;
 - bankruptcy, (provisional) suspension of payments, debt restructuring or similar insolvency proceedings have been filed for Supplier, or Supplier is dissolved, placed under guardianship or dies;
 - there is a substantial change in the share and/or voting ratio within Supplier's company; and/or

- e. an attachment has been levied on a substantial part of Supplier's assets and this attachment has not been lifted within a reasonable time.
- 11.5 In the event of termination of the Agreement, all claims of TU against Supplier will become immediately due and payable and Supplier will compensate TU for all damage resulting from the termination, including the additional costs of obtaining a replacement product/service/work, loss of profit and loss due to delay.
- 11.6 In the event of termination of one Agreement, TU will also be entitled to terminate any other Agreements in accordance with this Article 11.

12 Guarantee and complaints

- 12.1 Supplier guarantees that (the packaging of, the information accompanying and the transport of) the Products, Services and Works comply with the quality standards and the laws and regulations (including environmental and safety regulations and the relevant certifications) agreed for and applicable in the Netherlands, possess the promised characteristics, are suitable for the use intended by TU and its customers and are free from defects.
- 12.2 Supplier guarantees that the Products and Works are packaged in such a way that they can be expected to reach their destination in good condition when delivered by TU to its customers, and will comply with all TU's instructions on packaging the Products to be delivered.
- 12.3 Supplier further guarantees that the Products, Services and Works are made with high-quality materials and by skilled persons under expert guidance.
- 12.4 Supplier further guarantees that (the materials used for) the Products, Services and Works are new, unless otherwise agreed.
- 12.5 Supplier ensures that the origin of each component of the delivery is traceable.
- 12.6 Supplier ensures that (the parts of) the delivered Products remain available on reasonable terms for at least ten (10) years after the final delivery, shall discuss an imminent termination of production or stock with TU well in advance and, if requested, make arrangements for alternative supply, failing which Supplier will be required to compensate TU's damage.
- 12.7 Supplier also guarantees that the information it provides about the Products, Services and Works (including user manuals) is correct and complete. Supplier indemnifies TU against third-party claims.
- 12.8 A guarantee provided by Supplier commences on the day mentioned as the invoice date on Supplier's invoice to TU. If no specific guarantee period has been agreed, a period of at least two (2) years will apply.
- 12.9 TU will report complaints about the delivered items to Supplier within a reasonable time after discovery of the defect. Supplier is then obliged to repair, replace or compensate (at TU's discretion) as soon as possible for its own account and risk. If TU opts

for repair or replacement, this will not affect its right to (additional) compensation. Repair should take place at the location of the Product/Work. The defective parts/the replaced Product/Work and any other superfluous materials will become Supplier's property after replacement/repair and Supplier must arrange for their disposal.

- 12.10 In case of repair or replacement within the guarantee period, the guarantee period starts anew.
- 12.11 If Supplier fails to repair or replace in a timely manner or properly, TU may do so itself or have this done at Supplier's expense without thereby voiding Supplier's guarantee. The same applies if repair/replacement cannot be delayed, in which case no prior complaint or notice of default is required.
- 12.12 If TU has already delivered a Product, Service or Work of Supplier to a customer (whether or not in processed form), said customer will have a direct claim against Supplier. A claim from this customer will then be assessed and dealt with by Supplier. Should Supplier seek TU's assistance in handling this claim, TU may charge Supplier accordingly.
- 12.13 Supplier will ensure adequate handling of complaints from TU and its customers, including sending an acknowledgement of receipt of a complaint within two working days and providing written notice of how Supplier will handle the complaint within ten working days.
- 12.14 TU is entitled to inform its customers about the guarantee provided by Supplier and its other obligations.
- 12.15 Supplier's obligations pursuant to this article or the law will not be reduced by any guarantee provided by Supplier.

13 Liability, indemnity and penalty

- 13.1 Supplier is liable for all damage resulting from failure to fulfil its obligations under the Agreement, including damage resulting from defects in (the packaging of) the delivered Products, damage or loss caused by or during transport/delivery, damage or loss caused by its auxiliary persons (such as suppliers and third parties engaged by it), loss of profit and fines incurred by TU.
- 13.2 Supplier indemnifies TU against third-party claims (such as employees, auxiliary persons and customers) related to or arising from its failure to perform under the Agreement and/or will compensate TU for TU's damage as a result of such a claim (at TU's discretion).
- 13.3 Supplier will provide TU with all requested assistance in handling third-party claims.
- 13.4 If Supplier fails to properly settle a third-party claim, TU will be entitled to settle such claim itself and recover the costs thereof from Supplier.
- 13.5 Any liability of TU is excluded unless the damage is due to intent or deliberate recklessness by TU and its executive employees or such exclusion is contrary to mandatory law.

- 13.6 In the event that TU cannot invoke the exclusion of liability set out in the previous paragraph, TU will in any case not be liable for compensation of indirect damage (including consequential damage, loss of profit, lost savings and damage due to business interruption) and TU's liability will furthermore always be limited to the amount paid out by its liability insurance in the relevant case or to the amount that would be insured in accordance with current industry practice.
- 13.7 TU is not liable for any auxiliary persons it engages.
- 13.8 All legal claims and defences of Supplier against TU expire after one (1) year after the harmful event took place.
- 13.9 If it is agreed that Supplier owes TU a penalty in the event of failure to comply with any of its obligation(s), this is intended as an inducement to comply and, in addition to payment of the penalty, TU is also entitled to compensation for its entire damage.
- 13.10 The exclusions and limitations of TU's liability included in these General Terms and Conditions and the Agreement also apply by way of a third-party clause for the benefit of all persons or legal entities engaged by TU in the conclusion and performance of the Agreement.

14 Auxiliary materials

- 14.1 Unless otherwise agreed, Supplier must itself provide all auxiliary materials necessary for the performance of the Agreement. Their transport is for the account and risk of Supplier.
- 14.2 All auxiliary materials (such as drawings, models, moulds, packaging and tools) provided by TU to Supplier remain TU's property and may only be used by Supplier for the purpose for which they were provided. Supplier must return these auxiliary materials after the end of the Agreement or at TU's first request.
- 14.3 Supplier will use TU's auxiliary materials for its own account and risk. Supplier indemnifies TU against third-party claims in this regard.
- 14.4 Supplier must keep TU's auxiliary materials separate from other resources and clearly identifiable as TU's property, properly insure them for the benefit of TU and keep them insured, and not pledge, process or dispose of them or hand them over to a third party, and inform third parties wishing to seize them or otherwise recover them of TU's ownership rights and notify TU of this immediately.
- 14.5 In case of non-compliance with its obligations under this article, Supplier will owe TU an immediately payable penalty of EUR 7.500 per violation.

15 Ownership, materials and transfer of risk

- 15.1 Supplier must transfer the ownership of Products and Works unencumbered.
- 15.2 The ownership of Products and Works transfers to TU at the moment TU has paid the price for them.

If a Product or Work has already been delivered to TU but ownership thereof has not yet been transferred to TU, TU will be permitted, in the course of its normal business operations, to process or treat such Product or Work, to sell or to hand it over to a third party.

- 15.3 If TU has provided materials to Supplier for processing, these materials will remain TU's property and may only be used by Supplier for the purpose for which they were provided. Also the item created by specification after processing will be TU's property and held by Supplier for TU from that time onwards.
- 15.4 Supplier will use TU's materials entirely for its own account and risk. Supplier indemnifies TU against third-party claims in this regard.
- 15.5 Supplier must keep TU's items separate from other items and clearly identifiable as TU's property, properly insure them for the benefit of TU and keep them insured, and not pledge, process or dispose of them or hand them over to a third party, and inform third parties wishing to seize them or otherwise recover them of TU's ownership rights and notify TU of this immediately.
- 15.6 The risk transfers to TU at the time TU takes delivery of the Product or Work, unless it concerns a Product or Work that Supplier has delivered in excess of what was agreed.

16 Duties of disclosure and confidentiality

- 16.1 Supplier is obliged to notify TU immediately if it anticipates to default on its obligations under an Agreement and will thereby provide TU with all relevant information. Failure to comply with this obligation or failure to comply with it in time will result in Supplier not being entitled to invoke force majeure in this regard.
- 16.2 Supplier will immediately notify TU of any infringement or improper use of intellectual property rights belonging to TU.
- 16.3 Supplier will keep confidential any information about TU's products, services, requests and orders, the Agreement or any other data concerning TU or its related parties, which it understands or should reasonably understand to be confidential. Supplier may not reproduce, disclose or bring this information to the notice of third parties. Supplier must ensure that its employees and third parties engaged by Supplier also comply with this confidentiality obligation.

17 Intellectual property

- 17.1 All intellectual property and similar rights relating to anything manufactured or created by, on behalf of, or on the instructions of TU or made available to Supplier by TU in the context of an Agreement, vest in TU, regardless of whether TU has paid Supplier for their manufacture. If obtaining such a right requires registration, filing or any other action, Supplier hereby grants TU permission to do so and, to the extent necessary, Supplier will cooperate or continue to cooperate therewith free of charge.

- 17.2 Should any intellectual property rights arise with Supplier in the context of the performance of an Agreement, Supplier hereby transfers these rights to TU, in advance and free of charge, which transfer TU hereby accepts (in advance). At TU's first request, Supplier will cooperate free of charge in bringing about this transfer and also hereby provides TU with an irrevocable power of attorney to do whatever is necessary on behalf of Supplier to this end, including signing a transfer deed.
- 17.3 In the event that the delivered Products, Services and Works are subject to personality rights as referred to in Section 25 of the Copyright Act, Supplier waives them and will ensure that its employees and auxiliary persons also waive them.
- 17.4 If it proves impossible to ensure that all intellectual property rights are (or become) vested in TU, Supplier will grant TU a worldwide, exclusive and non-cancellable licence free of charge.
- 17.5 Supplier does not receive any right of use of the intellectual property rights belonging to TU, unless otherwise agreed.
- 17.6 Supplier guarantees that no intellectual property rights of third parties have been/will be infringed by the creation and (re)delivery/processing of the Product, the Service and/or the Work. Supplier indemnifies TU against third-party claims for such (alleged) infringements and will compensate TU for all damage suffered as a result (including the costs of legal assistance).
- 17.7 Should Supplier and TU agree that certain intellectual property rights accrue to Supplier, TU will be entitled to use those rights for the purpose of developing a comparable Product, Service or Work for itself and/or a third party.
- 18 Marketing**
- 18.1 Supplier will make information, materials and samples available to TU free of charge for advertising and marketing purposes.
- 18.2 Supplier grants TU the right to use its (brand)name, logos and the information, materials and samples provided in its internal and external communications (including websites).
- 18.3 If Supplier wishes to use the name 'Technische Unie' in advertisements or other commercial expressions, it must obtain TU's prior written consent.
- 19 Compliance with legislation and integrity**
- 19.1 Supplier must comply with all applicable laws and regulations including, in particular, the rules to prevent unfair competition, fraud, corruption and environmental damage and rules relating to terms and conditions of employment, safety and import and export restrictions.
- 19.2 At TU's first request, Supplier will provide all possible information regarding its suppliers and the origin of the (parts and/or materials of the) Products, Services and Works provided to TU. Supplier will also inform TU of any existing import or export restrictions to enable TU and the authorities to carry out the necessary checks. Supplier will ensure that any third party that delivers (parts and/or materials for) Products, Services or Works complies with all laws and regulations relating to import and export control.
- 19.3 If the delivery of a Product, Service or Work requires an export or import licence from certain authorities or such delivery is otherwise restricted or prohibited as a result of import/export control legislation, TU is permitted to suspend all or part of its obligations until such licence is granted or for as long as the restriction or prohibition continues.
- 19.4 Supplier indemnifies TU against all claims, fines and other damage resulting from non-compliance with the obligations arising from import/export control legislation and will compensate TU's damage.
- 19.5 Supplier will itself arrange the permits required for the performance of the Agreement.
- 19.6 Supplier will follow the principles of TU's Supplier Code of Conduct (which can be found on TU's website: <https://www.c.technischeunie.nl/over-ons/compliance.html>.)
- 19.7 Supplier must ensure that its employees and auxiliary persons also comply with the provisions of this article.
- 19.8 In the event of a serious suspicion of conduct contrary to the provisions of this article, TU will be entitled to conduct an audit of Supplier and/or its auxiliary persons (or have such an audit conducted). Supplier will cooperate with this and ensure that its employees and auxiliary persons cooperate.
- 19.9 If Supplier fails to comply with the provisions of this article, TU may immediately terminate the Agreement in whole or in part and/or suspend the performance of its obligations in whole or in part without a notice of default being required and without becoming liable for damages. Supplier is then liable to compensate TU for the damage it suffers (including the costs of the aforementioned audit).
- 20 Inspection**
- 20.1 Before, during and after the performance of the Agreement TU has the right to inspect Supplier's books and the location(s) where Supplier performs work for the purpose of executing the Agreement, or has that work performed by other parties. Supplier will cooperate with such an inspection and allow TU access to all facilities, books, equipment and personnel to conduct such inspection.
- 20.2 Supplier cannot derive any rights from the results of the inspection. Nor does an inspection release Supplier from any guarantee or liability under the Agreement.
- 20.3 The costs of the inspection are borne by Supplier. The same applies to the cost of engaging a third party.
- 20.4 If it transpires that Supplier is not performing its work as agreed, TU will be entitled to give Supplier the opportunity to rectify this, or to terminate the

Agreement in whole or in part without becoming liable for damages and/or to claim damages.

21 Processing of personal data

- 21.1 TU and/or its designated third parties process personal data in accordance with TU's privacy policy, which can be found on its website <https://www.c.technischeunie.nl/over-ons/privacystatement.html>.
- 21.2 Insofar as Supplier processes personal data for TU in the context of the performance of the Agreement as a processor as defined in the Algemene Verordening Gegevensbescherming (AVG) and/or the General Data Protection Regulation (GDPR), Supplier guarantees the application of appropriate technical and organisational measures, such that the processing meets the requirements of the AVG and the GDPR and the protection of the data subjects is guaranteed. Supplier only processes personal data as ordered by and based on written instructions of TU, subject to derogating statutory provisions.
- 21.3 Parties will regulate Supplier's processing of personal data for the benefit of TU by agreement.

22 Language

In the event of differences between the translations of these General Terms and Conditions and the Dutch text, the latter prevails.

23 Applicable law and competent court

- 23.1 All Agreements and other legal relationships between TU and Supplier are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.
- 23.2 Insofar as the applicable legal rules do not imperatively prescribe otherwise, Parties will submit all disputes in the first instance exclusively to the competent court in Amsterdam.

Section B: Products

24 Certificate of origin

Upon TU's first request, Supplier will provide a certificate of origin within two (2) weeks in the usual format and in both Dutch and English.

25 Return

- 25.1 TU is entitled to submit a Product for return to Supplier within twelve (12) months after delivery, if it is a Product belonging to Supplier's regular product range and the Product is in its original condition and in its original and undamaged packaging. Unless otherwise agreed, TU is then not obliged to pay for this Product and if TU has already paid, Supplier will refund that amount.

- 25.2 Supplier must arrange the coordination and transportation of the return shipments for its own account. If TU arranges the transport itself, it is entitled to charge Supplier for this.
- 25.3 Supplier checks the numbers and quality of the returned Products. Supplier must report any defects to TU within 24 hours of receipt of the returned Products, failing which it cannot claim any compensation.
- 25.4 Supplier is not entitled to charge costs (such as administration, coordination or transport costs) for return shipments.

Section C: Services

26 Services

- 26.1 TU purchases services in the field of circularity, site logistics, rental (auxiliary materials), consultancy (lighting and sustainability), training, transport and product assembly ('kits' and prefabs), among other things.
- 26.2 Services are performed on an assignment basis. Supplier determines which person(s) it deploys for the provision of the Service and may replace such person(s) during the performance of the Agreement, unless otherwise agreed.
- 26.3 The provision of services by Supplier constitutes an obligation to achieve a result, unless expressly agreed otherwise in writing.

27 Transport

- 27.1 If Supplier transports items for TU, it will do so for its own account and risk. Supplier ensures that these items are insured during transport.
- 27.2 Supplier will endeavour to transport the items as soon as reasonably possible. An agreed delivery date is a firm deadline.

28 Training

- 28.1 If TU instructs Supplier to conduct a training course, this will be done under the condition of sufficient registrations. Should a training course not take place, Supplier will be informed to this effect at least two (2) weeks before the start of the training. TU is then not obliged to pay any compensation to Supplier. If possible, the training course will take place at another time.
- 28.2 TU is entitled to make changes to the content, dates, place and other specifications of the training course if this does not lead to a substantial deviation from the agreed training course.

Section D: Contracting of Work

29 Contracting of Work

TU will issue instructions for, among other things, the Contracting of Work in the areas of underfloor heating installation and solar panel installation.

30 Duty to warn

- 30.1 Prior to commencing its activities, Supplier must investigate and warn TU of any unsuitability of the location to which/where the Work is to be created.
- 30.2 After commencement of the work, any unsuitability of the location will be for Supplier's account and risk.

31 Additional work

- 31.1 Additional work may only be carried out after approval by and following a written order from TU, in the absence of which TU is not liable for payment.
- 31.2 If TU wants additions or changes to be made to the agreed Work (additional work), Supplier will only be entitled to increase the price of the Work if it has informed TU in time of the need for a resulting price increase and this price increase has been approved by TU in writing prior to the performance of the additional work.
- 31.3 Supplier may only refuse TU's request for additional work if performance thereof cannot be demanded of Supplier based on standards of reasonableness and fairness (e.g. because it does not have the knowledge to do so in-house, or because it would endanger people).

32 Acceptance

- 32.1 The Work will be inspected after Supplier has requested TU to do so in writing, with Supplier indicating the day on which the Work will be ready.
- 32.2 TU or a third party appointed by it will inspect the Work as soon as possible and will, if possible, notify Supplier of the relevant day and time three working days in advance. TU may require Supplier to be present during the inspection.
- 32.3 After the Work has been inspected, Supplier will be notified as soon as possible as to whether or not it has been approved. If not, the reason for withholding approval will be stated and Supplier will be allowed to rectify/replace the Work. Supplier will do so within a reasonable time and without charging TU any costs. This does not affect TU's right to terminate the Agreement or to claim damages. The re-inspection takes place as provided above.
- 32.4 The Work will be considered accepted when it has been approved in writing.

33 Maintenance period, guarantee and liability

- 33.1 The maintenance period starts on the day after delivery of the Work and ends after five (5) years, unless otherwise agreed.

- 33.2 Supplier is obliged to repair any defects that become apparent during the maintenance period at TU's first request within a reasonable period to be set by TU at its own expense and to TU's satisfaction.
- 33.3 In the event of concealment by Supplier or by the person charged by Supplier with the management of the execution of the Work, no limitation or exclusion of liability of Supplier for known but concealed defects will apply.