

GENERAL PURCHASE CONDITIONS
(AP Nederland B.V.)

Article 1. Applicability

- 1.1. These general conditions of purchase are applicable to all assignments, quotes, offers and (additional) agreements involving AP Nederland B.V., hereinafter referred to as: "AP", acting as a buyer of goods, products or materials and/or as a client of (whether or not related) services, which are provided by AP, regardless of whether it is concerning an adoption of work (of a third party), or executing an assignment, including services in the field of provision of labour, or of the delivery of goods, products and materials and/or services, on any request for a quotation that could lead to an assignment by AP, and moreover, on all supplies, legal acts and other agreements, even when those legal acts do not lead to or are in connection with an agreement. The quotations that AP receives are binding for the term mentioned in the quotation, but for at least the duration of two (2) months. The contract provided by AP will be deemed accepted, unless the contrary is proven in writing within two (2) days after the date of the order.
- 1.2. In these general purchase conditions, "supplier" means the (legal) person who has entered or wishes to enter into an agreement with AP for or in connection with the sale and/or delivery of goods, products and materials, or for or in connection with execution of services, in connection with the business operations of AP, on behalf of AP.
- 1.3. "Agreement" in these general purchase conditions is understood to mean every agreement of purchase and/or order to perform services or other agreements that AP enters into with the supplier and all resulting and/or related agreements and/or obligations.
- 1.4. Purchaser and/or client: the private company with limited liability AP Nederland B.V., registered with the Chamber of Commerce under number: 02075672

- 1.5. .
- 1.6. The applicability of any purchasing and/or other (general) conditions of the supplier is explicitly rejected. Purchasing and/or other (general) conditions, which are declared applicable by the supplier, do not bind AP. An acceptance cannot be inferred from the fact that AP fails to contradict the supplier's statement that he does not accept the general purchase conditions of AP and declares his own purchase and/or other (general) terms and conditions applicable.
- 1.7. Deviations from and/or supplements to these general purchase conditions are only valid if these have been expressly agreed upon in a written agreement or order confirmation. This agreement never implies that (these) deviations and/or supplements also apply for the supplier in regards to other agreements with AP.
- 1.8. AP is at any time entitled to change these general purchase conditions.
- 1.9. If any provision of these conditions of purchase, for whatever reason, is not valid or applicable, these general purchase conditions will remain in effect for the remainder and the non-valid provision will be interpreted in such a way that the purpose and scope of the provision is retained as much as possible. AP and the supplier will - if this explanation does not offer a solution - consult with each other on new provisions to replace the invalid provisions, while keeping the purpose and the scope of the original provisions intact as much as possible.
- 1.10. Provisions in these conditions of purchase do not apply if and insofar as mandatory legal regulations oppose these. If a provision would be invalid on this ground under certain circumstances, the arrangement that is most favourable to AP applies and all other provisions remain fully applicable.
- 1.11. If AP does not always demand strict compliance with these general purchase conditions, it does not mean that the provisions of these purchase conditions are not and/or partially applicable, or that AP would in any way lose the right to require strict compliance with these purchase conditions.

Article 2. Laws, regulations and permits

- 2.1. The supplier is deemed to be familiar with all statutory laws, regulations and other restrictions that apply to the execution of the assignment issued by AP, including those in the areas of safety, working conditions and the environment and is obliged to take all required measures to comply with said statutory laws, regulations and other restrictions.
- 2.2. All instructions given by or on behalf of AP regarding compliance with the statutory laws, regulations and other restrictions will be followed by the supplier at all times.
- 2.3. For all damages and costs and other adverse consequences, of whatever nature, which may arise because the supplier fails to take measures to comply with statutory laws, regulations and other restrictions, or because the supplier does not follow the instructions provided by or on behalf of AP, AP will, without any reservations, be indemnified by the supplier.
- 2.4. The supplier must ensure the timely acquisition of all public and private law licenses, exemptions and other permits that are required or prescribed for the execution of the assignment(s) provided by AP.

Article 3. Data

- 3.1. All drawings, designs, models, specifications and other data provided by AP to the supplier for the preparation and/or execution of the assignment given by AP remain the property of AP.
- 3.2. All data under 3.1. provided by AP to the supplier must be checked by the supplier immediately after receipt for correctness and completeness. The supplier must inform AP in writing of any inaccuracy and/or incompleteness immediately after it has been determined. If and insofar as the supplier does not specify any inaccuracy and/or incompleteness in writing at the time of the delivery of the quote at the latest, or if the supplier subsequently does not identify (in writing), any inaccuracy or incompleteness

within a week after noting it, the supplier shall be deemed to have accepted the data that AP has provided without reservations and all consequences of the use of incorrect and/or incomplete data will be borne by the supplier.

- 3.3. The data provided by AP may not be used by the supplier for any other purpose than for the preparation and/or execution of the order given by AP.
- 3.4. After the assignment given by AP has been completed, all information and data provided to the supplier, including any copies thereof, must be returned to AP without any delay at AP's first request.
- 3.5. With regard to all goods, products and materials, and with regard to all services rendered, the supplier guarantees AP that it will keep all data and information that are or may be of importance for the (technical) dossier of these goods, products, materials and services, or to obtain and/or maintain declarations of conformity and/or certificates for these goods, products, materials and services, during the period specified in the applicable European and national regulations, properly and to return these to AP on AP's first request.

Article 4. Conclusion of the agreement

- 4.1. A written quotation from the supplier follows a request from AP.
- 4.2. If a written agreement follows a written offer from the supplier, the agreement is concluded at the moment a written order is sent by AP to the supplier.
- 4.3. In the event that an agreement is concluded verbally, the execution of the agreement will be suspended until the moment that the written confirmation of the order is sent by AP.
- 4.4. Where appropriate, the procedure referred to in the previous paragraphs of this article may also take place by means of electronic data traffic/e-mail messages or fax messages, in which case the electronic messages or the fax messages shall be equated with written documents.

- 4.5. Deviations from and/or changes to the assignment(s) are established at the time of the written (confirmation of the) supplement(s) and/or modification(s) by AP, unless the supplier makes a written and motivated objection against the (confirmation of the) amendment within two (2) days after sending.

Article 5. Cancellation/modification of the order

- 5.1. AP reserves the right to cancel and/or change verbal and/or written orders and/or assignments at any time, without having to state reasons to do so.
- 5.2. Cancellation and/or change of the order(s) and/assignments(s) by AP referred to in paragraph 1 does not entitle the supplier to compensation of incurred costs and/or damages suffered, including costs and/or damages resulting from contractual and/or other obligations towards third parties.

Article 6. Prices

- 6.1. The prices stated in the agreement are fixed and binding and apply with regard to delivery at the agreed place and include all costs, including those relating to, for example, but not limited to, transport, insurance, import and export duties, other taxes, levies, packaging and changes in currency rates, unless expressly agreed otherwise in writing.
- 6.2. The compensation of the total costs of the goods to be delivered and/or agreed (related) services is determined by a fixed amount agreed between the parties in writing, in advance.
- 6.3. Price increases due to additional work, as referred to in article 11 of these general purchase conditions, with respect to (related) services and/or delivery/deliveries can only be charged by the supplier if AP has agreed in advance to the execution of the said services and/or delivery/deliveries and it is stated that the said services and/or delivery/deliveries would result in price increases.

Article 7. Delivery of goods, products and materials

- 7.1. The goods, products and materials to be delivered by the supplier must comply with:

- the description(s) and/or specification(s) provided by AP;
 - the reasonable expectations that AP may have in respect of, among other things, but not limited to, their properties and/or their quantities and/or their quality and/or their reliability.
- 7.2. The time of delivery of goods, products and materials is the moment at which the purchased item is delivered and received by a person authorised by AP to do so on the basis of the contents of the agreement.
- 7.3. Unless specified otherwise in the order given by AP, the delivery of goods, products and materials will take place "Delivered Duty Paid" ("DDP"), as referred to in Incoterms 2010, at the location indicated and agreed on by AP. If no location is indicated, the supplier must consult with AP in good time before delivery of the goods, products and materials at which address the goods, products and materials and the accompanying documentation should be delivered. All costs associated with the transport, including, but not limited to, the costs of insurance, unloading and other delivery costs, of whatever nature, are for the account of the supplier.
- 7.4. Delivery of goods, products and materials must be completed after consultation on the date and time, but always within the agreed delivery time. Without AP's permission, delivery and unloading of goods, products and materials outside the normal working hours is not possible. If AP is unable to accept the goods, products and materials, the supplier will arrange for storage and monitoring in consultation with AP until delivery can take place.
- 7.5. The goods, products and materials are and remain the risk of the supplier up to the time of actual delivery.
- 7.6. The ownership of the goods, products and materials is transferred to AP immediately upon delivery at the location, but in case of prepayment or payment in instalments, as soon as the first payment has taken place. In that case, the supplier must arrange for separate storage of the materials to be delivered by the supplier at his own expense until the delivery takes place. Furthermore, the supplier must supply those materials with a mark, which shows that they belong to AP. Third parties wishing to recover

from these goods, products and materials shall be notified by the supplier of the rights of AP and, if necessary, he will notify AP thereof in writing immediately. The ownership and risk of goods, products and materials that are rejected will never be deemed to have been transferred to AP, unless AP has explicitly indicated this.

- 7.7. Each shipment or delivery must be accompanied by a packing list and a shipment bill, or a specified written list of delivered goods, products or materials, on which the number of the AP's order is stated. The packing list, shipment bill and/or written specification must be signed at delivery by an authorised AP employee. The AP employee signs the delivered order for the number of delivered goods and indicates the defects present at first sight. If on closer inspection it appears that the order, or any part of the delivered order, has not been delivered in accordance with the specified and agreed specifications, AP is entitled to dissolve the whole or part of the order on the basis of article 21 of these general purchase conditions. AP informs the supplier of this in writing within seven (7) working days. Any damage resulting from this is for the account of the supplier.
- 7.8. The manner in which the delivered goods, products and materials are inspected by AP is determined by AP. All goods, products and materials that are rejected, for whatever reason, must be replaced by the supplier immediately, at its own cost. In that case, AP is also authorised to dissolve the order given to the supplier on the basis of article 21 of these general purchase conditions. If goods, products and materials are damaged, repair may be carried out instead of replacement, but only with the written permission of AP. In case of replacement and/or repair or approval, the supplier is not discharged of any guarantee obligation and/or liability.
- 7.9. Goods, products and materials that have been rejected by AP will be removed by the supplier at the first notification, at their own risk and if and insofar as the supplier remains in default, AP will take care of removal and/or storage, but at the expense of the supplier.
- 7.10. As soon as the supplier knows or ought to know that the delivery(s) will not take place, not on time or not properly, the supplier will immediately inform AP of this in writing, stating the circumstances that give rise to this non-fulfilment.

- 7.11. The supplier is not entitled to fulfil the agreement in parts, unless agreed otherwise with AP in writing.
- 7.12. Execution of the agreement is also understood to include delivery of any associated tools and all related documentation, drawings, quality, inspection and guarantee certificates.
- 7.13. AP has the right to request the production of a CE declaration of conformity, or of a certificate of approval or other similar statement, stating that the goods, products and materials supplied or to be processed by the supplier have been inspected or approved by a generally recognised independent body. The supplier guarantees that the delivered or applied materials, in regards to composition and properties, meet all applicable requirements in the field of environment, safety, health and hygiene, as proof of which the supplier will submit a recognised quality declaration at the first request of AP to AP. For all damages that AP may suffer as a result of the fact that the supplier is inadequate in this respect, the supplier is liable, while the supplier will indemnify AP against all claims from third parties that may be submitted against AP as a result of the supplier's shortcomings. The costs associated with a certificate and/or declaration are for the account of the supplier. Submission of a certificate or declaration does not release the supplier from his liability, nor from any guarantee provided by the supplier.
- 7.14. AP will immediately be informed by the supplier, in writing, of all changes in the composition of the goods, products and materials to be delivered, in the case of non-compliance with this provision, the supplier will be liable for all damages that may arise as a result of these changes.

Article 8. Transport, materials and risk

- 8.1. The manner of transport, shipment, packaging and such, is in good standing determined by the supplier if no further order has been provided by AP.
- 8.2. The transport of goods, products and materials takes place entirely at the risk of the supplier, until the moment of delivery. The supplier must take out adequate insurance against this risk and, upon request, will give AP access to the insurance policy

concluded for this purpose by the supplier, which covers the legal and contractual liability of the supplier for damages caused by or in connection with the execution of the assignment issued by AP.

- 8.3. Any specific wishes of AP regarding the transport and/or shipping will always be carried out, without the supplier being entitled to charge a price increase or surcharge to AP. This is unless the specified specific wishes are unreasonable in relation to the nature and scope of the additional costs.
- 8.4. Unless stated otherwise in the order given by AP, the supplier must take care of all the tools, personal protective equipment and other equipment required for the execution of the assignment.
- 8.5. The supplier is obliged to demonstrate to AP's satisfaction that all the tools and other equipment used by the supplier is in good condition and complies with all applicable safety requirements. For that purpose, inspection certificates or comparable documents must be available or immediately be made available for inspection. The use of tools or other equipment that does not meet all requirements is prohibited. In such a case the supplier must take care of replacement at his own expense. The supplier will also be liable for all damages and/or costs, of whatever nature, resulting from the use of tools or other equipment that does not meet the requirements.
- 8.6. The horizontal and vertical transport required to carry out the assignment provided by AP, must be carried out by the supplier for its own account and risk, unless otherwise agreed upon.

Article 9. Approval, permission

- 9.1. The approval or (implicit) permission given by or on behalf of AP to the supplier for any fact, as referred to in these general conditions of purchase, does not release the supplier from his obligations under the agreement, nor shall such mean a waiver of any right involving AP.

Article 10. Outsourcing of work

- 10.1. The assignment that AP has provided to supplier will not be allowed to be fully or partly carried out by (a) third party (parties), unless this is done after prior written permission from AP.
- 10.2. The supplier remains fully responsible for (the carrying out of) the work and/or deliveries that the supplier has (with the permission of AP) outsourced to a third party or parties at all times.
- 10.3. In agreements with third parties by whom the supplier lets execute, with the permission of AP, (part of) the assignment issued by AP, these general purchase conditions must be declared applicable mutatis mutandis by the supplier.

Article 11. More and less work

- 11.1. If, in the opinion of the supplier, additional or less work occurs, the supplier must report this to AP immediately, stating the possible consequences regarding delivery terms and/or completion date and/or the price. The (further) execution may not start earlier than after an additional written order has been issued.
- 11.2. Changes to a time or work schedule do not entitle the supplier to be compensated for additional work.
- 11.3. Settlement of additional or less work will not take place until it has been approved in writing by AP.

Article 12. Start, duration, completion

- 12.1. The delivery and/or completion date stated in the order issued by AP is binding, on the understanding that AP is entitled at all times to extend these periods to a another specified time. AP will indicate as much as necessary when the supplier can start with the execution of the assignment issued by AP, unless the start date is stated in the order. The assignment issued by AP must be carried out by the supplier with such diligence, in accordance with the schedule or work schedule specified by AP, that

there is no stagnation in the progress of the work, and in particular the supplier must for that purpose at all times have access to sufficient (skilled) personnel.

- 12.2. Of every (imminent) stagnation in the progress of the execution of orders given by AP, or of any (imminent) exceeding of the time at which the assignments issued by AP must have been executed, AP must be informed immediately, in writing. If such stagnation or exceeding is the result of a circumstance that can be attributed to the supplier, the supplier is legally in default and AP has the right to set a further deadline in which the supplier will still be able to meet its obligations, or to terminate or dissolve the order issued on the basis of article 21 of these general purchase conditions at AP's discretion. In the first case, AP will be able to demand that the supplier uses additional personnel without any right to additional payment, or that the supplier will have his employees carry out work in overtime in order to limit stagnation or exceeding as much as possible.
- 12.3. If stagnation in the progress of the work, or postponement of the delivery of the goods, products and materials, or postponement of the completion of the work is the result of a circumstance which is to be attributed to the supplier, the supplier is liable for all direct and indirect damage, including consequential damage, and AP will have the right to recover from the supplier any damage it may suffer as a result thereof.

Article 13. Quality and guarantees

- 13.1. The supplier guarantees that the delivered goods, products and materials comply with the agreement and that the goods, products and materials meet the conditions that have been agreed upon, are free of shortcomings, are suitable for the purpose for which they are intended and comply with the legal requirements and (other) government regulations, as well as the requirements of the safety and quality standards applied within the sector, as they apply at the time of concluding and executing the agreement.
- 13.2. Inspection by AP or by persons or bodies appointed by AP of the goods, products and materials delivered by the supplier, as well as the services performed and activities

carried out by the supplier, can take place both prior to the execution of the work, as well as during or after the performance of the contract.

- 13.3. The costs of inspection are for the account of the supplier.
- 13.4. If a full or partial rejection takes place during the inspection before, during or after the performance of the agreement, AP will notify the supplier of this in writing.
- 13.5. In the event of rejection of the goods, products and materials and/or the activities performed, during or after the execution of the agreement, the risks associated with the rejected goods, products and materials, or the work at supplier, remain at or transfer to the supplier from the date of the written notification referred to in the previous subsection.
- 13.6. If defects are found, this will be reported to the supplier in writing. The supplier is obliged, without reservation, at the choice of AP, to repair the defects discovered by or on behalf of AP within seven (7) working days, or to ensure proper replacement. AP reserves the right to (re)inspect the renewed, replacement or improved goods, products and materials, or the work performed.
- 13.7. As long as the defective goods, products and materials, or the activities performed by the supplier have not been repaired or replaced, AP is entitled to suspend the payment for these goods, products and materials, or work in whole or in part and/or claim full compensation.
- 13.8. In urgent cases and in addition, if, after consultation with the supplier, it is reasonable to assume that the supplier can or will not, in a timely manner, or properly take care of repair or replacement of the delivered goods, products and/or materials, or of the executed activities, AP has the right to carry out repair or replacement at the expense of the supplier itself or to have third parties carry out such work.
- 13.9. If the goods, products and materials or the work carried out, irrespective of the results of any inspection, do not appear to comply with the provisions of paragraph 1 of this article, all rights of AP remain unaffected.

Article 14. Execution of services

- 14.1. The personnel that the supplier uses in the execution of AP assignment(s) is under the supervision and responsibility of the supplier. In addition, the supplier will ensure that his personnel will work under professional supervision when carrying out the assignment. Without the written permission of AP, the supplier will not employ any personnel other than its own in executing the assignment given by AP.
- 14.2. In the event of misconduct or unsuitability of the personnel deployed by the supplier or refusal to comply with regulations or instructions in the area of safety, working conditions, order or environment, AP is entitled to require the supplier to deny the relevant persons access to the work(place). In such a case, the supplier is obliged to immediately take care of replacement personnel who do meet the requirements without AP being obliged to reimburse any resulting costs to the supplier. In such a case, the supplier is liable for all damages that AP may suffer as a result of one or the other.
- 14.3. The work to be performed by the supplier under the assignment issued by AP will not be allowed to be halted by the supplier without prior written permission from AP.
- 14.4. All wages and other obligations towards the supplier's employees will be duly fulfilled by the supplier, as well as the supplier's obligation to pay wage tax and social insurance and pension contributions. For wages or other payments that AP, on the basis of an applicable collective labour agreement and/or other agreements and/or regulations of, but not limited to, authority(s) should pay or make, the supplier is liable and the supplier will meet AP's request for payment immediately, upon first request. Settlement and/or suspension of this obligation is excluded.
- 14.5. AP is not liable if the supplier cannot execute the assignment given as a result of a strike and/or other forms of work unrest among his staff, or that of a third party or parties.

Article 15. Invoicing

15.1. All invoices must be submitted in duplicate to AP and must comply with the requirements of article 35 of the Turnover Tax Act 1968 and/or those of any other replacement legal provision. On every invoice, at least the following data must be stated:

- name, address and domicile of supplier;
- a description or name of the delivered goods, products and materials, or of the services provided, as well as a mention of the work location;
- the project number;
- the order number to which the invoice relates;
- if applicable, the amount of the turnover tax due, stating the VAT number.

15.2. In case of (underlying) delivery of goods, products and materials, the supplier must provide AP at its first request with proof of receipt of the delivered materials signed by or on behalf of AP.

15.3. The payment of invoices that do not meet the requirements described in these general purchase conditions will be suspended until the supplier has provided the missing data or has fulfilled those conditions.

Article 16. Payment

16.1. Payment will only take place if and insofar as the goods, products and materials and/or services provided by the supplier have been approved by AP and the supplier also has fulfilled all other obligations arising from the order given by AP and these general purchase conditions.

16.2. Unless otherwise agreed upon in writing, payment will take place within 60 days of receipt of the invoice.

- 16.3. Unless otherwise agreed upon, payment of an invoice, as referred to in this article, will be done by means of a legal tender, in cash, or by payment or transfer of the amount due to a bank account indicated by AP.
- 16.4. AP is entitled at all times, before payment is made, to demand sufficient security for compliance with the (remaining) obligations of the assignment. Refusal by the supplier to provide the required security gives AP the right to dissolve the agreement, without prejudice to the right of AP to compensation of costs and loss of profit.
- 16.5. Payment by AP does not in any way constitute a waiver of any right.
- 16.6. AP is at all times entitled to settle the invoice amount or the invoice amounts in whole or in part with a claim against the supplier.
- 16.7. The supplier hereby declares to renounce his right of retention or any other statutory suspension right without any reservation, as well as the right to settle claims against invoices.
- 16.8. The supplier accepts that all other companies and legal entities affiliated with AP in the same group are entitled as joint and co-creditor to all that AP can claim from the supplier, so that all the amounts that AP can claim from supplier can be deducted from what the supplier is able to claim from other companies or legal persons.
- 16.9. The supplier will only be able to claim periodic -or advance payments-, if this is expressly stipulated in the assignment provided by AP. All payments will be considered as an advance on the final bill.

Article 17. Confidentiality

- 17.1. In the context of the execution of the agreement, the supplier guarantees confidentiality towards third parties of all (business) information and data originating from AP, which has come or has been brought to his knowledge in any way. In the context of the agreement, the supplier will take all possible precautionary measures to protect the interests of AP or the AP's clients.

- 17.2. The supplier is not permitted, without prior written permission from AP, to give any form of publicity to the execution of the agreement, as well as to maintain direct or indirect contact with AP's clients.
- 17.3. In the event of violation of a prohibition, order or guarantee described in this article, the supplier shall forfeit an immediate fine of € 15,000 for each infringement, as well as € 1,000 for each day that the supplier is liable for violation, without prejudice to the other claims of AP, including, but not limited to, the right to full compensation.
- 17.4. The confidentiality obligation also remains in effect after the execution of the agreement.

Article 18. Industrial and intellectual property

- 18.1. Unless otherwise agreed in writing, AP retains or obtains ownership, copyrights, and all other industrial or intellectual property rights in respect of all goods, products and materials, services developed and/or delivered under the agreement, including designs, sketches, images, drawings, models, software and tenders, as well as preparatory material thereof. These goods, products and materials and services, as well as these documents, remain, or will become, the property of AP and may not be copied or shown to third parties and/or used in any other way without her explicit permission on punishment of forfeiture of a fine to the benefit of AP of € 5,000 for each violation. The supplier is obliged to return these items at AP's first request, on punishment of forfeiting a fine of € 500 per day, to be paid to AP, without prejudice to the other claims to AP, including the right to full compensation.
- 18.2. The supplier guarantees that the use, including resale, of the goods, products and materials delivered by it or the goods sold or manufactured by it for AP will not infringe patent rights, trademark rights, design rights, copyrights or other rights of one or more third parties.
- 18.3. The supplier furthermore indemnifies AP against claims arising from any infringement of the rights referred to in the previous paragraph of this article and will compensate AP for all damages resulting from any breach, and also indemnify AP.

Article 19. Transfer and substitution

- 19.1. The supplier shall not transfer the rights and obligations arising from the agreement wholly or partly to third parties without prior written permission from AP.
- 19.2. The supplier is not entitled to substitute itself by another, completely or partially, for the purpose of the performance of his obligations under the agreement, without prior written permission from AP.
- 19.3. In case AP gives permission for the provisions in the first and second paragraph of this article, AP has the right to attach conditions to this permission.
- 19.4. In urgent cases and in addition, if after consultation with the supplier, it must be reasonably assumed that it cannot, not timely or not properly fulfil its obligations under the agreement, AP is entitled to require the supplier to outsource the agreement on his account and risk, in whole or in part, to (a) third party(s) designated by AP. This does not release the supplier from its obligations under the agreement.

Article 20. Liability, insurances

- 20.1. The supplier is liable for all damages of whatever nature, including, but not limited to, the trading loss and/or loss of profit which is the result of defects in the goods, products and materials delivered by the supplier and/or the services performed or any other shortcoming that can be attributed to the supplier.
- 20.2. Furthermore, the supplier is responsible and liable for all damages resulting from errors of his employees and/or other persons the supplier uses for the execution of the order given by AP.
- 20.3. For all claims from third parties, which may be instituted against AP, more particularly, but not limited to, the customers/clients of AP, AP will be indemnified by the supplier and, at the first request of AP, the supplier will take legal action, instead of or jointly with AP -one and other at the discretion of AP- to defend against claims as referred to above.

- 20.4. For the purposes of this article, AP's staff and employees are also regarded as third parties.
- 20.5. The supplier shall insure itself and stay insured adequately against liability, as referred to in this article, and will grant AP, upon first request, inspection of the insurance policy concluded for this purpose by the supplier, which covers the legal and contractual liability of the supplier for damages arising from or in connection with the execution of the assignment issued by AP.
- 20.6. If AP, with due observance of the foregoing, can be held liable, this liability is limited to the insured amount that is eligible for payment under AP's corporate liability insurance. If the damage is not covered by the insurance or in case the insurer does not pay, the liability is limited to a maximum of twice the invoice amount of the relevant agreement, this at any time with a maximum of € 2,000.
- 20.7. Not eligible for compensation: consequential damage, for whatever reason, including, but not limited to, trading loss (business interruption, loss of income, etc.).

Article 21. Dissolution, termination

- 21.1. AP has the authority to terminate the agreement prematurely for weighty reasons, including, but not limited to, the supplier's failure to fulfil the agreement(s) concluded between the parties, by failure to comply, or to comply timely or properly with one or more of its obligations under the said agreement(s) or of other agreements arising from it, whereby AP must observe a notice period of one month.
- 21.2. If the supplier fails to fulfil the agreement concluded between the parties by failure to fulfil one or more of its obligations under the agreement or of the other agreements arising therefrom, or by failure to fulfil these timely or properly, and in case of bankruptcy or suspension of payment and in the event of shutdown, liquidation, dissolution, strike or takeover or any comparable condition of the supplier's company, the supplier is legally in default and AP has the right to terminate in whole or in part the contract without notice and without judicial intervention, by means of a written notification to the supplier. In that case, AP is also entitled to suspend its payment obligations and/or to assign the performance of the agreement to third parties in

whole or in part, without AP being obliged to pay any compensation, without prejudice to any further rights of AP, including the right from AP to full compensation.

- 21.3. All claims that AP may have or acquire on the supplier in these cases will immediately and fully be due and payable without discount or setoff.

Article 22. Proof

- 22.1 With regard to the financial reception of the reciprocal obligations arising from agreements concluded with AP, the administrative data from AP is decisive with the exception of any evidence to the contrary.

Article 23. Changes

- 23.1 AP is entitled to change these general purchase conditions. The amended provision(s) will take effect on the date indicated in the amendment decree.

Article 24. Applicable law

- 24.1. Dutch law is exclusively applicable to all legal relationships in which AP is a party, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled or has its registered office there. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is excluded. Nor does any other international regulation apply, of which exclusion is permitted.

Article 25. Disputes

- 25.1. Disputes arising from or related to the assignment(s) to which the supplier is subject, to which these general purchase conditions apply, or the relevant general purchase conditions themselves and its explanation and/or implementation thereof, will be settled by the competent court in The Hague (location AP) or the competent court in the domicile of the supplier, at AP's discretion, unless agreed otherwise, except to the extent that mandatory competency rules would stand in the way of this choice.
- 25.2. A dispute is deemed to be present as soon as one of the parties declares it to be.

Article 26. Location and modification conditions

- 26.1. These general purchase conditions can be requested from AP and can also be downloaded from the AP website (www.apnederland.nl).
- 26.2. Applicable is always the version that applied at the time of the establishment of the legal relationship with AP.
- 26.3. The Dutch text of the general terms and conditions is always decisive for its interpretation.