

GENERAL PURCHASE, SERVICE AND (SUB) CONTRACTING CONDITIONS STAHL

General purchase, service and (sub) contracting conditions of Stahl Parent B.V., with registered office in Waalwijk, and the legal entities and companies with which it is organizationally affiliated in a group filed with the Zeeland-West-Brabant District Court under number 25/2020.

1. Applicability

- 1.1 These General Purchase, Service and (Sub) Contracting conditions (hereinafter: **General Purchase Conditions**) in all cases apply to all enquiries, offers, quotes and agreements whereby Stahl Parent B.V. and/or the legal entities and companies with which it is organizationally affiliated in a group or their legal successor(s) relying on these, hereinafter: **'STAHL'**, acts and/or act as the purchaser(s) of goods and products and/or as the party or parties commissioning the performance of activities or services (hereinafter to be referred to as the **'Agreement'**).
- 1.2 The articles 1 up to and including 19 of these conditions apply to all offers made to and agreements concluded with STAHL as well as to any agreements arising from these. If those offers or agreements (also) relate to the (sub) contracting of work and/or the performance of services, the articles 20 up to and including 23 of these conditions (also) apply.
- 1.3 Any derogations from and/or additions to these General Purchase Conditions will have binding effect only if and to the extent that written confirmation of these has been sent to the Contracting Party by an authorized representative of STAHL.
- 1.4 In these General Purchase Conditions 'Contracting Party' means: any person or legal entity which has concluded, or wishes to conclude, an Agreement with STAHL for, or in connection with, the sale and/or the supply of items and/or activities within the meaning of STAHL's business operations, and in addition to these, its agent(s), authorized representative(s) and successor(s) by particular or universal title.
- 1.5 The applicability of any general terms and conditions of sale, delivery conditions, conditions of contract, conditions for the provision of services and/or other general terms and conditions, whatever named, applied by the Contracting Party are expressly rejected by STAHL.
- 1.6 In these General Purchase Conditions 'in writing' includes electronic data interchange, such as an e-mail.
- 1.7 STAHL is entitled to one-sidedly amend these General Purchase Conditions. Any changes shall enter into force eight (8) calendar days from the date on which the amended conditions have been sent to the Contracting Party by STAHL. STAHL is furthermore entitled to dissolve or terminate, as the case may be, any Agreements between STAHL and the Contracting Party, if the Contracting Party does not consent to the amended conditions.
- 1.8 No rights whatsoever are to be derived from the headings, or subheadings, used in these General Purchase Conditions. The subheadings do not alter the independent contents and applicability of each article and/or paragraph, as used in these General Purchase Conditions.
- 1.9 To the extent that these General Purchase Conditions have also been drawn up in a language other than Dutch, the meaning of the Dutch text shall at all times prevail in the event of a dispute regarding the interpretation of any provisions or terms in these General Purchase Conditions.
- 1.10 The provisions of the International Chamber of Commerce in Paris (Incoterms 2020) apply by analogy to these General Purchase Conditions, to the Agreement and to any Agreements arising from these.

2. Offers, orders and formation of the agreement

- 2.1 An enquiry submitted by STAHL is followed by an offer from the Contracting Party, which offer shall be deemed to be irrevocable. The Contracting Party's offer shall remain valid for a period of 6 months. STAHL's enquiry as referred to in this article 2.1 has no binding effect and merely represents an invitation to make an offer.
- 2.2 Any Agreement as well as any amendments or additions to these between STAHL and the Contracting Party shall be deemed to have been formed only after (i) the signing of an Agreement by both parties, (ii) in the manner specified in article 2.4 of the General Purchase Conditions, (iii) the acceptance in writing of a representative of STAHL duly authorized for that purpose or (iv) - notwithstanding the provisions of the final full sentence of article 2.1 above - the immediate, unconditional and written acceptance of an order by a Contracting Party (v) orally if and to the extent that the oral Agreement concerned has been confirmed in writing by a representative of STAHL duly authorized for that purpose. In the cases listed in (i) and (ii) the contents of the Agreement and of these General Purchase Conditions shall be deemed to constitute a full and correct representation of the conditions and the provisions of the delivery or the deliveries. In the case mentioned in (iii) the contents of the offer, to the extent that the offer concerned has been confirmed in writing by a representative of STAHL duly authorized for that purpose, and the General Purchase Conditions shall be deemed to constitute a full and correct representation of the conditions and the provisions of the delivery between the parties, in the case mentioned in (iv) the contents of the offer and the General Purchase Conditions shall be deemed to constitute a full and correct representation of the delivery, while in the case mentioned in (v) the contents of the written

confirmation and these General Purchase Conditions shall be deemed to fully and correctly reflect the Agreement between the parties. This article 2.2 also applies to any additional work, with the proviso that an Agreement and any amendments and additions to it shall be formed and/or be binding only, if and to the extent that such additional work has been confirmed in writing.

- 2.3 In the event of framework agreements an Agreement shall be formed each time the written confirmation for performing a part of the contract within the context of the framework agreement is sent by a representative of STAHL duly authorized for that purpose.
 - 2.4 The Contracting Party shall return an Agreement it has been sent by STAHL to the latter unaltered and signed within (3) three working days from the date of despatch of the Agreement. If the Contracting Party fails to return the Agreement within the period mentioned above and does not object to its contents within that same period in writing, or if performance of the Agreement has already commenced, the contents of the Agreement shall in that case be deemed to have been accepted and an Agreement shall be deemed to have been formed subject to the conditions mentioned in the Agreement and subject to the applicability of these General Purchase Conditions.
 - 2.5 If during the performance of the Agreement use is made of drawings, models, specifications, instructions, inspection regulations and the like which have been made available by STAHL or have been approved by it, these shall form part of the Agreement.
 - 2.6 An Agreement may be amended only with the prior written consent of STAHL and if, in STAHL's view, such is permitted by the circumstances, such as the planning envisaged by STAHL and its principal. STAHL reserves the right to charge the Contracting Party for the costs arising from any changes made at the Contracting Party's request, including costs incurred in connection with adjusting the work schedule.
 - 2.7 If an Agreement is entered into by two or more Contracting Parties, they will be jointly and severally liable and STAHL will be entitled to full performance of the entire contract by either of them.
 - 2.8 Any agreements made with or undertakings given by employees of STAHL shall have no binding effect on STAHL, except if such agreements or undertakings have been confirmed in writing by a representative of STAHL duly authorized for that purpose.
 - 2.9 Immediately after receipt of STAHL's order the Contracting Party shall check the consistency, the completeness and the correctness of the order concerned. Before performance of the Agreement Contracting Party must inform STAHL without delay if it suspects or should suspect that the order contains any errors and/or omissions. Such errors may at all times be rectified by STAHL.
 - 2.10 Unless otherwise agreed in writing, any costs incurred by the Contracting Party for making an offer shall not be reimbursed by STAHL and no damages or any other form of compensation shall at any time be owed by STAHL if negotiations with STAHL are broken off, regardless of the stage to which they have advanced.
 - 2.11 The Agreement and these General Purchase Conditions represent the entire contents of the parties' rights and obligations and take the place of all earlier oral and written arrangements, agreements and/or representations made between the parties. In the event of a conflict between the provisions of the Agreement and these General Purchase Conditions, the provisions of the Agreement shall prevail.
- ### 3. Prices
- 3.1 The prices mentioned in the Agreement are fixed and binding, they are exclusive of VAT and apply to delivery Carriage Paid (DDP Incoterms 2020) at the location stated by STAHL. All expenses that have not beforehand been set down in writing in the Agreement shall not be reimbursed by STAHL and include all costs.
 - 3.2 Payment for the total costs of the items and goods to be delivered and/or the related services to be provided shall be a fixed amount, to be determined in advance and in writing by the parties.
 - 3.3 Any costs arising from additional work may be charged for by the Contracting Party only, to the extent that STAHL has in advance agreed in writing to such additional work being carried out.
 - 3.4 Any price increases and other cost-increasing circumstances are and shall remain for the Contracting Party's account, including after the conclusion of the Agreement and regardless of the time that has passed between the date of the conclusion of the Agreement and its performance.
 - 3.5 Any currency differences arising between the moment of the offer and the conclusion of the Agreement or the moment of delivery/invoicing, shall not have an effect on the price.
- ### 4. Delivery
- 4.1 Unless agreed otherwise, delivery shall be Carriage Paid (DDP, Incoterms 2020), unloaded alongside the means of transport in the location designated by STAHL.
 - 4.2 If delivery Carriage Paid/DDP has not been agreed and if Contracting Party arranges the transport, or causes transport to be arranged, the risks of loading and unloading shall at all times be for the Contracting Party.
 - 4.3 Each delivery shall be accompanied by a document containing the following information: a description of the goods delivered, the quantity and/or the number of the goods delivered, the order number, the country

- of origin, the nett/gross weight per package and in total, the batch number(s), the customs tariff number, the documents prescribed by law and the product information (the 'Material Safety Data Sheets').
- 4.4. The moment of delivery shall be the moment the purchased item is delivered and taken delivery of by a person with STAHL who has been authorized for that purpose, by signing the consignment note.
- 4.5. Delivery/handling over by the Contracting Party shall take place at the location designated by STAHL, promptly at the agreed hour or within the agreed period. If no delivery date has been mentioned by STAHL in the order, but if, on the other hand, a delivery period or a deadline for delivery has been mentioned, such period shall commence on the day the Agreement was formed.
- 4.6. The agreed delivery period and/or period for performing the work represent strict deadlines. By exceeding the delivery period and/or the period for performing the work, the Contracting Party will be in default by operation of law and shall be liable for all damage suffered by STAHL as a result of the delivery period and/or the period for performing the work being exceeded.
- 4.7. If goods are delivered to the wrong location by the Contracting Party, any costs for delivery at the agreed location shall be borne by the Contracting Party.
- 4.8. STAHL shall bear the risk for the items and/or goods from the moment of the actual delivery.
- 4.9. Performing the Agreement shall also be taken to mean delivering any related appliances as well as all corresponding documents, drawings, quality certificates, inspection certificates and guarantee certificates.
- 4.10. If a model, sample, example or specification has been shown or provided by the Contracting Party, the items, goods and/or work shall be delivered/completed in accordance with the model, sample, example or specification shown or provided. In principle the qualities and properties of the items to be delivered/the work to be performed cannot differ from the model, sample, example or specification.
- 4.11. Taking delivery of the items/goods and/or payment for the items/goods or the work performed does not imply acceptance of these.
- 4.12. The consignment note must be signed upon delivery of the items by a STAHL employee who has been authorized for that purpose. The STAHL employee signs the delivered order in confirmation of the number of items/goods delivered and while doing so will point out any defects present at first sight. If upon closer inspection it appears that all or part of the delivered order has not been delivered in accordance with the agreed specifications – with the exception of the warranty provisions as set forth in article 8 below – STAHL will be entitled to reject all or part of the order and to dissolve the Agreement. STAHL shall notify the Contracting Party of this in writing within eight (8) working days. Any damage resulting from this shall be for the Contracting Party's account.
- 4.13. As soon as the Contracting Party knows or should know that supply and/or delivery will not be performed, or not in time or not properly, it shall at once notify STAHL of this in writing, stating the circumstances that have given rise to this non-performance.
- 4.14. Without prejudice to the provisions of article 20, STAHL will be authorized, in the event of non-performance, late performance or incomplete performance by the Contracting Party of the provisions of article 4.4, to impose on the Contracting Party an immediately payable penalty to a maximum of one per cent (1%) of the agreed price of the entire order, except in the event of a non-attributable breach and without prejudice to STAHL's right to demand alternative and/or additional compensation. STAHL is entitled to offset this penalty/compensation against any amounts it may owe to the Contracting Party.
- 4.15. Without prejudice to the provisions of article 20, the parties shall consult with each other, when a situation such as the one referred to in article 4.13 arises, if, and if so, in what way, the situation that has arisen may yet be resolved to the satisfaction of STAHL.
- 4.16. The Contracting Party is not entitled to perform the Agreement in parts, unless agreed otherwise in writing.
- 4.17. If STAHL requests the Contracting Party to postpone the delivery, the Contracting Party shall for its own account store, preserve, safeguard and insure the items/goods, properly packed, separately and clearly identifiable.
- 4.18. The Contracting Party declares to waive its right to suspend its obligations under the Agreement, as well as its right of retention.
- 5. Transport and risk**
- 5.1. If no further instructions have been provided by STAHL, the manner of transport, shipping and the like will be determined by the Contracting Party as a good Contracting Party. The goods must be packed and marked correctly, in accordance with European and international regulations. STAHL will be entitled to refuse acceptance of a shipment if the packaging fails to meet the conditions of this article 5.1.
- 5.2. Transport of items/goods shall be entirely at the Contracting Party's risk until the moment of receipt of the items/goods by STAHL. The Contracting Party shall take out proper insurance against this risk. Transfer takes place through signing of the consignment note by a STAHL employee authorized for that purpose.
- 5.3. Any specific wishes on the part of STAHL regarding transport and/or shipment shall at all times be complied with, without the Contracting Party being entitled to increase its prices or charge extra for this, unless those specific wishes are unreasonable, given the nature and the amount of the extra costs.
- 6. Approval, permission**
- Any approval or permission, implicit or otherwise, granted by STAHL to the Contracting Party shall not release the Contracting Party from its obligations under the Agreement, nor shall it have an effect on the Contracting Party's responsibilities, nor shall it signify any waiver of rights by STAHL.
- 7. Payment**
- 7.1. Payment will be made within the period specified in the Agreement, but in the event that delivery has been postponed in accordance with article 4.17 within that same period following the time of the actual delivery, all this on the condition that the delivered items and/or the work performed and/or completed meet the specifications as referred to in article 8. In all other cases payment will be made within 60 days from receipt of the invoice at the time provided for in Article 7.2 and provided the items delivered or the work performed and/or completed meet the specifications as referred to in article 8.
- 7.2. In the event that work is performed, a retention sum of five per cent (5%) of the agreed contract price is at all times withheld.
- 7.3. Invoices without a correct purchase order number will not be considered. The Contracting Party is not entitled to add a so-called late payment surcharge to the invoice.
- 7.4. Unless agreed otherwise in writing, payment of an invoice as referred to in 7.1 of this article will be made by transferring the amount due to a bank account or giro account designated by the Contracting Party.
- 7.5. STAHL is at all times entitled, before payment is made, including in the case of payment upfront or payment in instalments, to demand the furnishing of adequate security, at STAHL's discretion, regarding performance of the Contracting Party's (remaining) obligations. In the event of the Contracting Party refusing to furnish the required security, it shall be in default without notice of default being required, following which STAHL will be entitled to dissolve the Agreement, without prejudice to STAHL's right to demand compensation, including compensation for costs incurred and lost profits.
- 7.6. Without prejudice to the rights, or rights of suspension, to which STAHL is entitled under the law, it will at all times be entitled to suspension, if the Contracting Party fails, or is likely to fail, in the performance of its obligations, regardless as to whether it concerns an attributable failure.
- 7.7. STAHL reserves the right to pay any social insurance contributions and wage tax and national insurance contributions owed by the Contracting Party in respect of the project and for payment of which it is liable pursuant to the Collection of State Taxes Act 1990 regarding vicarious tax liability, to the Contracting Party, by transferring the amounts due into the Contracting Party's G account or into the deposit maintained by the Tax Collector for the benefit of the Contracting Party.
- 7.8. Without prejudice to the provisions of the previous paragraph, STAHL is furthermore at all times entitled to withhold the above-mentioned amounts in social insurance contributions and wage tax and national insurance contributions and pay these directly to the Tax Collector on behalf of the Contracting Party.
- 7.9. Payment by STAHL shall not discharge the Contracting Party from any warranty or liability arising from the conditions, the Agreement or the law.
- 7.10. Payment by STAHL does not in any way constitute a waiver of any rights.
- 7.11. STAHL is at all times entitled to offset the amount of the invoice either in full or in part against any amounts that may be owed to STAHL by the Contracting Party and/or by companies and undertakings affiliated with the Contracting Party. STAHL is furthermore entitled to offset any amounts owed by the Contracting Party to any companies and undertakings affiliated with STAHL against any amounts that may be owed to the Contracting Party by STAHL. To the extent that any permission from the Contracting Party is required, such permission shall be deemed to have been unconditionally and irrevocably granted to STAHL.
- 8. Warranties and indemnities**
- 8.1. Without prejudice to its liability under the Agreement, the Contracting Party shall warrant for a period of twenty-four (24) months from the date of delivery and/or completion that the goods supplied:
- suit the purpose they are intended for, as it is revealed by, or should have been revealed by, the nature of the delivery, and that the goods furthermore have all the characteristics and are of the quality that STAHL may reasonably expect;
 - fully comply with and typically meet the requirements as set forth in the product specifications, drawings, samples, orders and/or other requirements specified in the Agreement;
 - comply with the applicable requirements under Dutch and European laws and regulations and those of any other country, as well as with the environmental, safety and quality standards applicable within the sector, all of these as they are in force at the time of the conclusion and the performance of the Agreement; and
 - are of good quality, properly manufactured and free from defects, including defects in the composition, production, assembly, the design and the materials used and free from construction and manufacturing defects, and that they are in accordance with the agreement;
 - do not infringe the intellectual property rights of third parties.
- 8.2. The Contracting Party shall furthermore warrant that it will make sure that the persons and servants or agents engaged by it in the performance of the Agreement will act in line with the STAHL Business Partner Code of Conduct, which may be viewed at: <https://www.stahl.com/corporate-responsibility/procurement>.

- 8.3. The Contracting Party shall indemnify STAHL and hold it harmless from and against all damage, costs or expenses, including, but not limited to, the reasonable costs for engaging the services of advisers such as a legal expert, as a consequence of and/or in relation to the non-performance, late performance or improper performance by the Contracting Party of its obligations under the Agreement.
- 8.4. Without prejudice to STAHL's other claims, the Contracting Party shall repair all defects to the items/goods and/or the work performed during the warranty period without delay, but no later than within five (5) working days, for and in consultation with STAHL or, at STAHL's discretion, replace the defective items or all or part of the work performed. Following delivery or handing over of the items that have been replaced or repaired, the warranty period for those goods shall commence anew. STAHL reserves the right to inspect the items or the work that have/has in that case been renewed, replaced or improved.
- 8.5. The Contracting Party shall bear the full costs of repairing the defects or replacing the items/goods and/or the work performed. Among these shall be the costs of putting the items/goods into service again after having been repaired or replaced. If the items/goods and/or the work form/forms part of a larger project, the costs of putting that larger project into service again shall also be borne by the Contracting Party.
- 8.6. As long as the defective items/goods and/or the work have/has not been repaired or replaced by the Contracting Party, STAHL will be entitled to wholly or partly suspend payment for these items and to demand alternative and/or additional compensation.
- 8.7. If the Contracting Party does not to the satisfaction of STAHL meet its obligations as referred to in article 8.4 within the prescribed period, or if it can reasonably be assumed that the Contracting Party will not, not in time or not properly carry out the repairs or make the replacements concerned, STAHL will be entitled, without prejudice to its other rights, to carry out those repairs or make those replacements itself, or have this done by third parties, at the Contracting Party's expense.
- 9. Quality, inspection**
- 9.1. Any tests, inspections and/or trials of the items/goods and/or the work performed by STAHL or by any persons or bodies designated by it for that purpose, may be performed both prior and during or after the performance of the Agreement.
- 9.2. If ISO:9001:2000 certification or similar certification has been obtained by the Contracting Party, the latter shall furthermore grant permission to STAHL to check the Contracting Party's procedures in the field of quality control. The Contracting Party shall do all that is reasonably possible to continue meeting the standards concerned.
- 9.3. The costs of such tests, inspections and/or trials shall be borne by the Contracting Party.
- 9.4. Irrespective of any approval being granted, the items/goods and the work performed shall nevertheless remain for the Contracting Party's account and risk. Any inspection or approval shall not release the Contracting Party from any warranty or liability, as arising from the conditions, the Agreement or the law.
- 9.5. If the tests, inspections and/or trials carried out prior to, during or after the performance of the Agreement result in a full or partial rejection, STAHL shall inform the Contracting Party of this in writing, or have the Contracting Party informed thereof.
- 9.6. In the event of the items/goods and/or the work being rejected during or after delivery and/or after performance of the work, the risk with respect to the rejected items and the work performed shall remain with the Contracting Party.
- 10. Confidentiality**
- 10.1. The Contracting Party undertakes to maintain confidentiality regarding all confidential information, all business and other information and all data, including commercial and technical data, that have in any way become known to it or been disclosed to it. The Contracting Party shall within the context of the Agreement take all possible precautions for the purpose of protecting the interests of STAHL and its customers.
- 10.2. The information referred to in article 10.1 shall be kept confidential from third parties by the Contracting Party and shall not be disclosed or multiplied, unless written permission to do so has been obtained from STAHL. If for the purpose of performing the Agreement the Contracting Party has to provide the information that has been provided to it to its employees or to agents or other third parties involved in the performance of the Agreement, the Contracting Party shall make sure that its employees and/or these agents or other third parties will observe the duty of confidentiality arising from this Agreement, before taking note of the information made available by STAHL.
- 10.3. The Contracting Party shall not, without STAHL's prior written permission, give publicity in any form whatsoever to the performance of the Agreement, nor, further thereto, maintain any direct or indirect contacts with STAHL's or the Contracting Party's customers.
- 10.4. In the event of a breach of the prohibition, order or guarantee set forth in this article, the Contracting Party shall owe STAHL a penalty, due and payable with immediate effect, of EUR 100,000 (in words: one hundred thousand euros) for each breach, as well as of EUR 10,000 (in words: ten thousand euros) for each day the breach continues, without prejudice to any of STAHL's other rights, including the right to demand alternative and additional compensation.
- 10.5. The duty of confidentiality shall remain in force once the agreement has ended.
- 10.6. If a separate non-disclosure agreement has been agreed with the Contracting Party, this article 10 will be cancelled and the contents of the separate non-disclosure agreement will enter into force.
- 11. Assignment and outsourcing**
- 11.1. The Contracting Party shall neither in whole nor in part assign its rights and obligations under the Agreement to third parties, nor encumber these, without STAHL's prior written permission. This prohibition has effect under property law.
- 11.2. The Contracting Party is not entitled with regard to the performance of its obligations under the Agreement to wholly or partly put another party in its place or to wholly or partly outsource the delivery and/or the performance of the work to one or more third parties, without STAHL's prior written permission.
- 11.3. In the event that STAHL grants permission for any of the acts described in article 11.1 and article 11.2 above, it is entitled to grant such permission subject to certain conditions. A full or partial substitution and/or outsourcing shall not affect the Contracting Party's responsibility for the performance of its obligations under the Agreement.
- 11.4. In urgent cases and, furthermore, if, following consultations with the Contracting Party, it may reasonably be assumed that the latter cannot and/or will not perform its obligations under the Agreement, or not in time or not properly, STAHL will be entitled to demand that the Contracting Party will outsource all or part of the performance of the Agreement to one or more third parties to be appointed by STAHL, at the Contracting Party's risk and expense. All this does not release the Contracting Party from its obligations under the Agreement.
- 12. Non-compete clause**
- 12.1. Except with the prior written permission from STAHL the Contracting Party shall refrain from either directly or through the intermediary of third parties making any quotes and/or offers to STAHL's customers in connection with the Agreement.
- 13. Aids**
- 13.1. All aids, such as drawings, calculations, models, moulds, dies and tools which are provided by STAHL to the Contracting Party for the performance of an Agreement or which the Contracting Party has specifically made, or caused to be made, within the context of the Agreement with STAHL, will under all circumstances remain or become the property of STAHL, regardless as to whether or not payment has been made for these.
- 13.2. All aids and all copies manufactured of these must be made available to STAHL or be returned to it as soon as a request to that effect is made.
- 13.3. As long as the aids are in the possession of the Contracting Party, these must be provided by the Contracting Party with an indelible mark, by which they are identified as the property of STAHL. The Contracting Party shall point out STAHL's right of ownership to any third parties wishing to seek recovery from these aids.
- 13.4. The Contracting Party shall use the aids referred to in this article for the sole purpose of carrying out deliveries and performing work for the benefit of STAHL and shall not show these to, or use them for the benefit of, third parties, unless STAHL has granted its express written permission to do so. The Contracting Party shall bear the risk of loss or damage and is under an obligation to take out insurance for them for its own account.
- 14. Liability**
- 14.1. The Contracting Party will be in breach of contract towards STAHL if the items delivered and/or the work performed fail to meet the agreed specifications and warranties and if, in the performance of the work, the Contracting Party acts in a manner which a good contracting party, equipped with normal professional know-how and acting with due care, could have and should have avoided and, after having been declared in default in writing by STAHL, does not remedy the breach within a reasonable time limit set by STAHL.
- 14.2. The Contracting Party shall be liable for all direct and/or indirect damage suffered by STAHL or any third parties as a result of a breach of contract or an unlawful act on the part of the Contracting Party, its employees or those involved by it in the performance of the Agreement.
- 14.3. The Contracting Party shall indemnify STAHL and hold that party harmless from and against all claims from third parties for compensation of any damage suffered, including penalties, and shall on STAHL's request effect a settlement with those third parties or defend itself in court against claims such as the ones referred to above, instead of or jointly with STAHL – all this at STAHL's discretion.
- 14.4. For the purpose of this article staff and agents of STAHL are also regarded as third parties.
- 14.5. The Contracting Party shall at its own expense take out adequate insurance against the liability as referred to in this article, in such a way that any damage suffered by STAHL as a result of the acts and omissions on the part of the Contracting Party and/or third parties engaged by it will be covered. If STAHL should so require, the Contracting Party shall allow STAHL to inspect the relevant insurance policy documents. In those policy documents STAHL must be listed as the co-insured in relation to the Agreement. The liability insurance taken out by the Contracting Party does not alter its liability under the Agreement or the law.
- 15. Hardship clause**
- 15.1. If an event occurs outside the control of STAHL (i) as a result of which performance on the part of STAHL of its obligation(s) is delayed, interfered with or made impossible, and if at that time STAHL had not already failed to perform that obligation or those obligations, or if an event occurs outside

- the control of STAHL (ii) that, in STAHL's view, has a material and far-reaching effect on its economic position, as a result of which, in STAHL's view, performing the Agreement puts it under a disproportionately heavy burden (hereinafter: a 'Circumstance'), including, but not limited to:
- the circumstance of the Agreement qualifying as a continuing performance contract entered into for a period of one year or more;
 - a worldwide Economic Crisis (as defined in 15.3 below);
 - a specific disruption in any of STAHL's major (sales) markets;
 - the cancellation by STAHL's customer of STAHL's sales order, which the items to be delivered and/or the work to be performed by the Contracting Party were intended to be used for by STAHL;
 - strikes, natural disasters, epidemics, war, terrorist attacks, disruptions in internet connectivity, the supply of energy and/or the supply of water; or
 - a national or international prohibition or other mandatory rule or statutory limitation imposed by the authorities or other bodies on STAHL or on customers in its markets, which either in whole or in part prevent and/or hamper the sale and/or delivery by STAHL of its goods in the market, or which have a disproportionately adverse effect on STAHL's activities;
- STAHL will be entitled to renegotiate the Agreement, without prejudice to any of its other rights arising from the Agreement or the law, while the Contracting Party will be obliged to give its best efforts to reach agreement on amending and/or replacing the terms of the Agreement. During a Circumstance STAHL shall not be liable for any damage and/or costs resulting from the non-performance, the late performance or the incomplete performance of its obligation(s) under the Agreement.
- 15.2.** STAHL shall without delay notify the Contracting Party as soon as a Circumstance occurs and, where appropriate, submit a request for renegotiations as referred to in 15.1 above (hereinafter: 'Notification').
- 15.3.** A global economic crisis (hereinafter: 'Economic Crisis') means an expected drop in any calendar year or three per cent (3%) or more of the annual, total, percentage 'Real GDP World growth', as published by the World Bank, in the calendar year of the Notification. The Economic Crisis is deemed to have ended when the Real GDP World growth is equal to or exceeds 0%.
- 15.4.** Without prejudice to the provisions of the preceding full sentence, STAHL will be entitled to dissolve the Agreement if (i) in STAHL's view, it is to be expected that the Circumstance will not end within a period of six (6) months following the Notification or if (ii) STAHL and the Contracting Party fail to reach agreement within a period of sixty (60) days following the Notification about amending and/or replacing the terms of the Agreement.
- 16. Termination and dissolution**
- 16.1.** An Agreement which (also) includes the performance of contracted and/or subcontracted work may not be terminated prematurely by the Contracting Party, unless with STAHL's prior, written permission. The Contracting Party will in that case be under an obligation to as much as possible limit the damage caused to STAHL as a result of such premature termination.
- 16.2.** If the Contracting Party fails in the performance of the Agreement between the parties, by not performing one or more of its obligations under the Agreement or other agreements arising from it, or not in time, or not properly, as well as in the case of (an application for) bankruptcy or a suspension of payments, and in the case of a shutdown, liquidation, dissolution, cessation or takeover or any similar condition regarding the business of the Contracting Party, or if all or part of its assets are seized, before judgment and otherwise, it will be in default by operation of law, after which STAHL will be entitled, without any further notice of default being required and without any intervention by the court, to unilaterally terminate all or part of the Agreement, by means of a written notification addressed to the Contracting Party. In that case STAHL will also be entitled to suspend its obligations and/or to instruct third parties to perform all or part of the Agreement, without STAHL being obliged to pay any compensation and without prejudice to any of its further rights, including its right to demand full compensation for damage, costs and interest.
- 16.3.** All amounts owed to STAHL by the Contracting Party, both now and in the future, shall be due and payable with immediate effect and in full, without reduction or setoff.
- 16.4.** If the Contracting Party is declared bankrupt, STAHL will also be authorized to demand that the trustee state within a reasonable period if he or she is prepared to continue the Agreement, while furnishing security for the proper performance of the Agreement. If the trustee does not within the period stipulated state that he or she is prepared to continue the Agreement, the trustee in his or her turn cannot demand performance of the Agreement either. In the event that a suspension of payments is granted to the Contracting Party, the provisions of this paragraph apply by analogy, with the proviso that "the trustee" is replaced by "the Contracting Party and the administrator".
- 17. Industrial and intellectual property**
- 17.1.** Unless agreed otherwise in writing, STAHL shall retain or acquire ownership of the copyrights, as well as of all other rights of intellectual or industrial property with respect to all items/goods and services developed and/or supplied by virtue of the Agreement, including any designs, sketches, images, drawings, models, software and offers, as well as the corresponding preparatory design material. These items, services and documents shall remain or become the property of STAHL and must not be copied, disclosed to third parties, altered, multiplied or used in any other way without its express consent, on pain of a penalty to be paid to STAHL of EUR 100,000 (in words: one hundred thousand euros) for each violation of this prohibition.
- 17.2.** To the extent that the intellectual property rights as referred to in 10.1 cannot be transferred and/or such transfer or delivery could not take place, or not in full, for any other reason, the Contracting Party undertakes to render all possible assistance in order to have the envisaged transfer and delivery take place after all.
- 17.3.** The Contracting Party warrants that the use, including the resale, of the items/goods delivered by it or the aids purchased or manufactured by it for the benefit of STAHL, do not constitute a breach of any patent rights, trade mark rights, design rights, copyrights or other rights of third parties.
- 17.4.** To the extent that it should appear that the intellectual property rights as referred to in 10.1 may not be transferred, or transfer should prove impossible for another reason, the Contracting Party hereby grants a worldwide, exclusive, sublicensable and perpetual licence or right of use, as the case may be, in relation to these intellectual property rights.
- 17.5.** To the extent permitted, the Contracting Party waives its personality rights as referred to in, inter alia, section 25 (1) (a), (b) and (c) of the Copyright Act which are attached to, are contained in or arise from, the items, services and documents referred to in 10.1, while the Contracting Party shall furthermore waive its powers arising from section 25 (4) of the Copyright Act.
- 17.6.** The Contracting Party shall furthermore indemnify STAHL and hold that party harmless from and against any claims arising from the rights referred to in 10.3 and shall compensate STAHL for all damage resulting from any breach, including the cost of legal assistance incurred by STAHL as referred to in article 1019h of the Code of Civil Procedure.
- 18. Privacy**
- 18.1.** If in the performance of the Agreement personal data are processed by the Contracting Party, these must be processed properly and carefully and in accordance only with the laws and regulations applicable at that moment in the field of data protection, including in any case the General Data Protection Regulation (EU) 2016/679.
- 18.2.** Any personal data which are obtained by the Contracting Party within the context of the Agreement shall not be used for the Contracting Party's own purposes, nor for any purposes other than, or extending beyond, what is reasonably necessary in order to give effect to the Agreement, unless prior written permission for this has been given by STAHL.
- 18.3.** If the Contracting Party acts in breach of this article and/or the relevant laws and regulations in the field of data protection, the Contracting Party shall indemnify STAHL hold that party harmless from and against any claims from third parties.
- 19. Applicable law and disputes**
- 19.1.** All offers, quotes, the Agreement and all agreements arising from it are exclusively governed by Dutch law, to the exclusion of the Vienna Sales Convention of 1980 ('Convention on the International Sale of Goods 1980').
- 19.2.** All disputes, including those which are regarded as such by one of the parties only, arising from or in connection with the Agreement to which these General Purchase Conditions apply, or the conditions in question themselves and their interpretation or implementation, both in fact and in law, shall be settled by the civil court of competent jurisdiction of the Zeeland-West-Brabant district court Breda location, in the event that the Contracting Party has its registered office in a country within the European Union or in the countries Switzerland, Norway, Iceland, except to the extent that such is prevented by rules of mandatory law and without prejudice to STAHL's right to submit a dispute to another court.
- 19.3.** Any disputes between STAHL and the Contracting Party having its registered office outside the countries listed in 19.2 will be settled by means of arbitration before the International Chamber of Commerce ('ICC') in accordance with the ICC Arbitration Regulations as these were reading three (3) months before the Agreement was concluded, in which respect it is noted that:
- the arbitral tribunal is made up of (i) one (1) arbitrator in disputes involving a maximum financial interest of EUR 250,000 (two hundred and fifty thousand euros) or of (ii) three (3) arbitrators in disputes involving a maximum financial interest in excess of EUR 250,000 (two hundred and fifty thousand euros);
 - the arbitrator will be appointed by the ICC in the event that the arbitral tribunal pursuant to this article 19.3 is made up of one (1) arbitrator, but that in the event that the arbitral tribunal pursuant to this article 19.3 is made up of three (3) arbitrators, either party will appoint one arbitrator and that the third arbitrator will be appointed by the ICC;
 - the place of arbitration is 's Hertogenbosch, the Netherlands;
 - the arbitration proceedings will be conducted in the English language;
 - the arbitral tribunal will decide in accordance with the rule of law; and
 - joining the arbitration proceedings with other arbitration proceedings, as provided for in article 1046 of the Dutch Code of Civil Procedure, will be permitted only at STAHL's request.
- (Sub) contracting / Contract**
- 20. Obligations Contracting Party**
- 20.1.** The Contracting Party declares having obtained all certificates, permits and approvals required by law and (if applicable) under the regulations

- applicable in the sector for the performance of the work. Copies of these shall be provided to STAHL on request.
- 20.2.** The Contracting Party is obliged to comply with all regulations of the Working Conditions Act (ARBO wet), the Foreign Nationals (Employment) Act (Wet arbeid vreemdelingen (Wav)), the Placement of Personnel by Intermediaries Act (Wet allocatie arbeidskrachten intermediairs (WAADI)), the Collection of State Taxes Act (Invorderingswet 1990) with regard to vicarious tax liability and recipients' liability, the Labour Market Fraud (Bogus Schemes) Act (Wet aanpak Schijnconstructies (WAS)) and the Compulsory Identification Act (Wet op de identificatieplicht (WID)).
- 20.3.** The Contracting Party must:
- have a valid certificate of registration with the Employee Insurance Agency (UWV) involved, to the extent provided by this agency. On request, the Contracting Party shall show this certificate to STAHL;
 - on request provide STAHL with a recent (i.e. not older than three months) extract from the Trade Register of the Chamber of Commerce;
 - in the event that the Contracting Party within the context of the Agreement second employees from an EU country other than the one where STAHL has its registered office: register the employees concerned with the Inspectorate SZW before the work is started and provide STAHL with a copy of the registration;
 - provide STAHL with a list of all the employees who will be working on the project as well as, on a one-off basis, for each employee (before commencing his work) a copy of a valid ID and, on request, wage statements;
 - provide STAHL with a man-hours timesheet, stating for each of the Contracting Party's employees his or her name, address, postcode, place of residence, citizen service number, date of birth and number of hours worked per date;
 - strictly comply with all obligations with respect to the workers employed by the Contracting Party;
 - strictly comply with all statutory obligations regarding payment of social security contributions and wage tax in relation to the work it has been instructed to carry out and furthermore strictly observe the collective bargaining agreement applicable to the employees;
 - automatically provide periodical statements regarding its payment of wage tax and contributions, as referred to in the guideline(s) adopted within the context of the vicarious tax liability;
 - on request draw up weekly reports, typically in the form of a model approved by STAHL, and present these weekly reports, completed and signed, to STAHL for approval;
 - in the event of vicarious tax liability applying, structure its records in such a way as will enable the following documents or data to be retrieved from these at once, or almost at once:
 - the Agreement, or the contents of it, pursuant to which the Contracting Party has performed the work for STAHL;
 - the information with regard to the performance of the Agreement, including a list of the persons who have worked on the project and the number of days/hours worked by each of them;
 - the payments effected in connection with the Agreement in question;
 - on request provide STAHL with all the information which it requires for its records;
 - in the event that the vicarious tax liability applies, have the original G account at its disposal and on request present this to STAHL, unless it has been agreed by the parties that, pursuant to article 7.4, STAHL will make its payments direct into the deposit maintained by the Tax Collector.
- 20.4.** In the event that the Contracting Party has not, or not yet, performed its obligations arising from articles 7.1, 7.2 and 7.3 of these General Purchase Conditions, STAHL will not be obliged to effect payment until it has received the missing information and processed this information in its records and /or until the Contracting Party has performed its other obligations, if any. The Contracting Party shall indemnify STAHL and hold that party harmless from and against any penalties and/or sanctions and/or claims for damages (such as loss of income or claims from commissioning parties, employees and/or third parties) on account of a breach of the obligations and/or statutory provisions set forth in articles 7.1, 7.2 and 7.3 of these General Purchase Conditions. STAHL may seek recovery from the Contracting Party for the full amount, plus the statutory interest from the date of payment by STAHL.
- 20.5.** If the Contracting Party and/or the third parties whose services have been engaged by it are no longer able to meet their obligations under the law, the Contracting Party shall notify STAHL of this within three working days from the moment the inability to pay arose, failing which the Contracting Party will be in default towards STAHL by operation of law, in which case STAHL will be entitled, without any notice of default or court intervention being required, to dissolve the Agreement either in whole or in part, without prejudice to its right to demand compensation for the damage suffered.
- 20.6.** The Contracting Party is obliged to notify STAHL without delay in writing, if any information, data, time frames, schedules, working procedures, instructions and the like, provided by or on behalf of STAHL, or decisions made by or on behalf of STAHL, contain errors or defects or when it suspects the presence of such errors or defects. If the Contracting Party fails to send the written notification referred to in the previous full sentence, it shall be liable for the harmful consequences of its failure to act.
- 21. Organisation of the work, health and safety and the environment**
- 21.1.** The Contracting Party is obliged to observe the orders and instructions provided by STAHL, the government regulations and the instructions provided by the public authorities, such as the Inspectorate SZW.
- 21.2.** The Contracting Party shall make sure that its employees, as well as the agents and suppliers engaged by it, observe STAHL's Safety, Health and Environment (SHE) policy (Veiligheid, Gezondheid en Milieu (VGM)-beleid).
- 21.3.** STAHL is entitled to deny the Contracting Party's employees access to the project or to remove them, or have them removed, for example due to their unsuitability, the fact that they act in breach of the health and safety and/or environmental regulations, absence of the required certificates and permits, breach of the peace, misbehaviour etc., without any further compensation being due for any damage suffered by the Contracting Party as a result thereof.
- 21.4.** The work and rest hours at the project and the days of rest, public holidays, days' holiday or other days-off recognized nationally or at the location of the project, as prescribed by the public authorities or the collective bargaining agreement, shall also apply to the Contracting Party and its employees involved in the activities carried out at the project site. STAHL shall not be held liable for any damage suffered by the Contracting Party as a result of the above, which also applies if, as a result of a strike or other circumstances occurring at STAHL, the Contracting Party or third parties, it becomes impossible to make use of the Contracting Party's services.
- 21.5.** The Contracting Party shall provide its employees with proper personal protective equipment and ensure the (correct) use of such equipment. The Contracting Party shall make sure that its employees have read the locally applicable environmental and safety regulations and that they will comply with these. All risks and costs arising from this shall be borne by the Contracting Party.
- 21.6.** In the event that equipment subject to compulsory insurance is used by the Contracting Party for the purpose of carrying out work at the location of the project, the Contracting Party shall make sure that such equipment has been adequately insured against the risks of traffic and work-related damage. Where such equipment is leased by the Contracting Party, it shall make sure that adequate insurance has been taken out for it.
- 21.7.** The required approved materials such as scaffolding, cherry-pickers, lifting equipment and small equipment, such as hand tools, measuring devices, wheeled scaffolding, ladders and steps etc., shall be provided by the Contracting Party and must be included in the total price.
- 21.8.** The Contracting Party is obliged to take such measures as will prevent any contamination of the soil or environmental damage from occurring during the transport of equipment and/or materials. If contamination of the soil or environmental damage should nevertheless occur, the Contracting Party shall at once take appropriate measures and report the contamination to STAHL and return the soil to its original state at the Contracting Party's expense.
- 21.9.** The Contracting Party shall be liable towards STAHL for all damage resulting from its acts or omissions in breach of the provisions of this article 21 and shall indemnify STAHL and hold that party harmless from and against any claims from third parties in this regard.
- 22. Additional work**
- 22.1.** Any additional work shall be carried out only after written instructions to do so have been provided by an authorized representative of STAHL. Only work commissioned by an authorized representative will be paid for by STAHL.
- 22.2.** The following shall not be regarded as additional work or extra work and be paid for by STAHL in any case: work that should reasonably be regarded as forming part of the activities carried out for the purpose of being able to complete the project in accordance with the nature and the objective of the contract and the requirements laid down for sound work.
- 23. Performance by third parties, hiring of employees**
- 23.1.** If the Contracting Party, after having obtained permission from STAHL in accordance with article 11.2, transfers or outsources all or part of the work to a third party, it shall at once draw up a written Agreement to provide for this. The terms of that Agreement must correspond with the agreement that was concluded by STAHL and the Contracting Party regarding the work, with the Contracting Party and the third party by analogy adopting the position, or legal position, of STAHL and the Contracting Party respectively.
- 23.2.** Transfer/outsourcing of the work shall not alter the Contracting Party's obligations towards STAHL under the Agreement.
- 23.3.** Without prejudice to the provisions of articles 20.1, 20.2 and 20.3 the Contracting Party shall not be entitled to make use of any workers made available to it, if no prior permission to do so has been obtained from STAHL. In the event that work is outsourced or workers are hired as set forth above, the Contracting Party shall comply with the administrative regulations from the applicable statutory regimes governing recipients' liability, vicarious tax liability and clients' liability.