

SECTION A. GENERAL

DEFINITIONS

Acceptance	The receipt of (parts of) the Performance by HEBO following Delivery
Background	To the extent relevant to the Agreement, all IP rights, as well as knowledge (including undisclosed know-how and trade secrets), experience, and other information to which a Party is entitled and which did not arise within the scope of the Agreement. This also includes objects made available to each other by the Parties within the scope of the Performance, such as, but not limited to, auxiliary or test materials, samples, prototypes, data carriers, or computer software
AIV	These general terms and conditions of purchase of HEBO
Bank guarantee	An abstract bank guarantee issued to HEBO by a credit institution accepted by HEBO, as security for the Supplier’s performance of its obligations (the costs of which shall be borne by the Supplier)
Specifications	The documents made available to the Supplier by HEBO in which HEBO has described the Service and the intended use thereof, including Specifications and design drawings
Order	An order placed by HEBO with the Supplier for the delivery of a Service
BW	Civil Code
Service(s)	the performance of work by the Supplier, outside the scope of an employment contract, for the benefit of HEBO
Documentation	Any description by the Supplier of the Service, its characteristics, installation, implementation, use, management or maintenance thereof
Export laws and regulations	The applicable laws and regulations regarding sanctions and export and import controls, including but not limited to the export and import of military goods and dual-use goods, including services and technology (collectively referred to as “strategic goods”) and chemical substances
Defect	(i) Any malfunction or other defect as a result of which the Performance is not suitable for the Agreed Use, or (ii) (ii) the situation in which the Performance otherwise fails to comply with Article 5.1
Goods	The Item or property right to be delivered by the Supplier for the benefit of HEBO
I.E. – rights	All intellectual and industrial property rights, including, but not limited to, copyrights, database rights, trade name rights, plant breeders’ rights, design rights, trademark rights, and patent rights, as well as rights relating to semiconductor topographies and domain names;
Inspection	The inspection of the Work performed by HEBO for immediately apparent Defects and compliance with the provisions of Article 5.1
Supplier	He, him: the natural person or legal entity (i) with whom HEBO enters into or has entered into an Agreement or (ii) (ii) who has submitted a Quotation to HEBO or has been requested to do so by HEBO
Delivery	The delivery of Goods or provision of Services by the Supplier on behalf of HEBO
Delivery Date	The date and time of Delivery, as specified in the Agreement
Quotation	A detailed offer from the Supplier for a proposed Agreement, including any amendments, prior to the Quotation being accepted in accordance with Section 3.3
Agreed Use	The use of the Service intended by HEBO, as is known to the Supplier or should reasonably be known to the Supplier at the time of entering into the Agreement, based on the Specifications or the information provided in Article 3.1, provided that such use is not expressly excluded or restricted in the Agreement
Agreement	Any agreement between the Parties regarding the delivery of a Service to HEBO or for the benefit of HEBO
Party	Supplier or HEBO
Parties	Supplier and HEBO

Personnel	The persons, whether or not subordinate, used or to be used by the Supplier in the performance of the Agreement
Service	a Good to be delivered by the Supplier, a Service to be provided, or a combination thereof
Price	The remuneration owed by HEBO to the Supplier for the Service, as specified in the Agreement
Framework Agreement	An agreement between the Parties setting forth the terms and conditions applicable to Agreements
Specifications	The document in which HEBO sets forth the purpose of the Service, the functions the Service must be able to perform, and the other requirements the Service must meet
HEBO, they, its	The legal entities HEBO Maritiemservice B.V., HEBO Global Solutions B.V., and/or Bonn en Mees Drijvende Bokken B.V., all located in Rotterdam
HEBO Location	A site or building where HEBO conducts activities or performs work
Fixed Price	The Price covering all costs of the Service as well as related costs, such as all packaging, freight, and insurance costs, customs duties, import and export duties, and currency risks and the costs of (installation) work as referred to in Section 5.2 are deemed to be included
Background	All IP rights, as well as knowledge (including undisclosed know-how and trade secrets), experience, and other information arising within the framework of the Agreement, as well as any IP rights acquired or established thereunder. The term “Background” also includes items such as auxiliary or test materials, samples, prototypes, information carriers, or computer software
Item	A tangible object to be delivered by the Supplier that is subject to human control within the meaning of Title 1 of Book 3 of the Dutch Civil Code

2 APPLICABILITY

- 2.1 The AIV apply to all legal relationships between the Parties.
- 2.2 The Supplier’s general and special terms and conditions do not apply to the legal relationship between the Parties and are hereby expressly excluded.
- 2.3 If one or more provisions of the GTC prove to be void or are annulled by a court, the remaining provisions of the GTC or the Agreement shall remain in force. The Parties shall then consult to replace the void or annulled provisions with one or more new provisions. The Parties hereby undertake to agree on (a) replacement provision(s) that—taking into account the intent of the Parties, the nature, content, consequences, and scope of the Agreement—deviate as little as possible from the invalid or annulled provisions.
- 2.4 HEBO has adopted the GTC and published them on the website www.HEBO.eu.

3 QUOTE AND AGREEMENT

- 3.1 Before entering into the Agreement, the Supplier shall ensure to a sufficient extent that (i) is aware of the intended use of the Service by HEBO intended use of the Service, (ii) HEBO’s objectives in entering into the Agreement (iii) the feasibility of the Service within the parameters

- specified by HEBO therefor, and (iv) being familiar with HEBO’s organization. The Supplier shall make a written inquiry to HEBO in the event of any ambiguity or reasonable doubt regarding the four points described above. HEBO assumes that it has provided the Supplier with sufficient information; upon the Supplier’s request, HEBO will provide additional information regarding the four points mentioned above, unless such information is of a confidential nature or HEBO deems it irrelevant to the matter.
- 3.2 The Agreement is concluded at the earlier of the following times: (i) upon timely, written acceptance by HEBO of a Quotation, or (ii) upon written confirmation of the call-off, as referred to in Article 3.2, in the manner agreed upon by the Parties.
- 3.3 Once the Agreement (including all appendices) has been concluded, all Quotations, agreements, and commitments regarding the intended Agreement shall lapse to the extent that they are not included in the Agreement.
- 3.4 The General Terms and Conditions of Purchase shall apply in full if the Supplier begins performing the Agreement before a Quote has been issued or HEBO has placed an Order.
- 3.5 The Supplier cannot derive from an Agreement the right to obtain a subsequent Agreement or to issue a Quote. A (recurring) series of Agreements shall always considered an individual Agreement and not a term or framework agreement.

3.6 The Supplier shall immediately notify HEBO if, during the performance of the Agreement, it discovers any inaccuracies in the Terms of Reference, the Specifications, or the Documentation. HEBO may then instruct the Supplier in writing to make changes to the Work, which the Supplier must comply with. Any additional costs reasonably incurred shall be settled against amounts or prices previously agreed upon by the Parties. The Supplier shall implement any ordered changes prior to the Delivery Date. The Supplier shall request, in a timely manner and in writing, a postponement of the Delivery Date if an ordered change results in a later Delivery Date.

4 PERFORMANCE BY THIRD PARTIES

4.1 The performance of the Agreement, in whole or in part, by third parties or the outsourcing thereof in any other manner requires the prior, written consent from HEBO. The consent granted by HEBO does not affect the Supplier's own responsibility and liability for the fulfillment of the obligations incumbent upon it under the Agreement and the obligations incumbent upon it as an employer under tax and social security legislation.

4.2 The Parties may not assign or transfer the rights and obligations arising from the Agreement to a third party without the consent of the other Party. Consent shall not be refused without reasonable cause. The Parties may subject to certain conditions. This provision shall be deemed a clause with property law effects as referred to in Article 3:83(2) of the Dutch Civil Code.

5 PERFORMANCE

5.1 The Performance must be suitable for the Agreed Use and comply with the Specifications. Furthermore, if HEBO has not provided any further or deviating description of the Requirements to be imposed on the Performance in the Agreed Use and the Specifications, the Performance must (i) be of good quality; (ii) have been produced in accordance with the state of the art; (iii) meet the customary standards of soundness, functionality, and workmanship; (iv) be suitable for the intended purpose and possess the characteristics that HEBO may expect under the Agreement; (v) be free from defects in design, processing, manufacturing, construction, and dimensions; (vi) comply with all applicable legal requirements and customary industry regulations regarding quality, safety, health, and the environment; (vii) be performed or carried out in accordance with the applicable standards of the ISO (International Organization for Standardization) or equivalent standards from another comparable organization; comply with—

and include the provision of—applicable MSDS sheets and certificates for lifting and hoisting equipment.

5.2 The provision of (installation) services in connection with the delivery of an Item is included in the delivery of that Item.

6 WARRANTY

6.1 The Supplier warrants:

- a. that the Performance complies with the provisions of Article 5.1;
- b. that the Performance, if it concerns an Item, is new, is wholly owned by the Supplier, and is free from any retention of title, any limited right, or attachment by any third party, or any other special encumbrance or restriction that HEBO has not accepted in writing. The Supplier indemnifies HEBO against any claim in this regard;
- c. that the performance of the Service does not infringe upon any intellectual property rights of a third party, and that HEBO's use of the Service likewise does not infringe upon any intellectual property rights of third parties, including but not limited to claims relating to know-how, unfair competition, and trade secrets. The Supplier shall indemnify HEBO against any and all claims in this regard;
- d. that the Performance may be carried out without any violation of applicable national or supranational laws or regulations, nor does the use of the Performance or its results lead to any such violation;
The Supplier shall indemnify HEBO against any claim in this regard;
- e. that the Service is or will be performed by the Supplier's Personnel who (i) possess the agreed-upon skills and qualifications, or those necessary for the performance of the Service, taking into account the nature of the Service to be provided and the manner in which the Supplier has presented itself as an expert, and (ii) meets the Requirements that may reasonably be imposed on a comparable service provider as a reasonably competent and reasonably acting professional, and (iii) is not simultaneously employed by third parties, which could place the Personnel in a conflict of interest.
- f. that, in performing the Service, he complies and will continue to comply with all applicable national or supranational laws and regulations, and that his business operations are conducted in such a way as to ensure the continuity of the business;
- g. that he is fully entitled to grant the right of use as described in Article 12 of the AIV including the absence of any infringement of third-party rights, to grant the aforementioned right of

use, including the “third-party” components contained therein;

h. insofar as the Delivery of a Good is concerned, that Article 7:17 of the Dutch Civil Code has been complied with;

i. that it complies with the applicable Integrity and CSR requirements. A breach of any of the above warranties constitutes a Defect.

6.2 The warranties described in Article 6.1 of the AIV apply for the following periods: a. for a Service, for twenty-four (24) months after the Delivery Date; and b. in the case of the warranty described under Article 6.1(g) of the AIV, there is no time limit.

6.3 A claim under a warranty does not affect HEBO’s claims or rights arising from other grounds.

6.4 As security for the performance of the Supplier’s (warranty) obligations under the Agreement, the Supplier is required to provide a Bank Guarantee upon HEBO’s first request.

7 QUALITY ASSURANCE AND INSPECTION

7.1 HEBO may at any time take measures aimed at ensuring the quality of the Performance, and the Supplier is obligated to cooperate with and implement such measures.

7.2 HEBO may subject Goods to be delivered to an Inspection prior to Delivery, and the Supplier is obligated to cooperate to facilitate such Inspection; the Supplier may be present during the Inspection. The Supplier (i) shall have the Goods ready for Inspection at such a time that the Delivery time is thereby not postponed, (ii) HEBO provides all information necessary for the Inspection, (iii) cooperates with the Inspection at no additional cost to HEBO, and (iv) makes available a suitable space and the necessary personnel and equipment. The Inspection and approval do not constitute an acknowledgment by HEBO that the Item to be delivered complies with the warranties described in Article 6, nor do they does this not affect any potential liability of arising from the Agreement.

7.3 If HEBO rejects the Goods to be delivered, the Supplier is obligated to remedy any Defect at its own expense, without prejudice to all other rights or claims of HEBO, and the Supplier shall offer HEBO the repaired or replacement Goods to be delivered. The item is being resubmitted for inspection. The outcome of the initial or subsequent inspection does not affect the delivery date.

8 DELIVERY, ACCEPTANCE

8.1 The Supplier shall deliver the Service at the Delivery Date to the agreed location in the agreed

form, quantity, and quality. Delivery in installments (partial delivery) or earlier delivery is not permitted unless agreed to in writing in advance. The Delivery Date(s) shall be deemed fixed and final in each instance. HEBO and the Supplier may, after the conclusion of the Agreement.

8.2 Delivery of Goods shall be made DAP (Delivered At Place), Incoterms 2020, at the location of the relevant HEBO branch, or, on behalf of HEBO, at another delivery address specified by HEBO. The Supplier shall bear all costs and risks associated with the transport and unloading of the relevant Goods to the aforementioned delivery location, including, where applicable, the payment of import duties and the responsibility for fulfilling the related formalities, as well as all related costs, such as transportation and insurance costs.

8.3 The Supplier shall immediately notify HEBO in writing if a delay in delivery is imminent or can reasonably be foreseen. The Supplier shall specify the nature of the impending delay, the measures to be taken, and the expected duration of the delay. At HEBO’s first request,

the Supplier shall compensate HEBO for the damages incurred and to be incurred damages resulting from the delay, without prejudice to all other rights or claims of HEBO.

8.4 Delivery after the Delivery Date shall constitute an attributable failure by the Supplier to perform the Agreement, and the Supplier shall then be in default without notice of default and shall owe HEBO a penalty of one-tenth (0.1) percent of the Price for each day by which the Delivery Date is exceeded, up to a maximum of ten (10) percent of the Price, without prejudice to any other rights or claims of HEBO.

8.5 HEBO may postpone the Delivery Date, unless this would impose a disproportionate burden on the Supplier; in that case, the Supplier shall, at no additional cost to HEBO, store the Goods or otherwise keep them in its possession and insure the Goods until the postponed Delivery Date.

8.6 The Supplier shall provide HEBO, no later than the Delivery Date, with the Documentation, attestations, certificates of origin, and other certificates, permits, safety data sheets, packing lists, instruction manuals, and/or other relevant (legal) information regarding the Service to be delivered, enabling HEBO to procure, transport, use, store, manage, and maintain the Service safely, properly, and in accordance with legal obligations. HEBO may reproduce, modify, and publish the Documentation for that purpose, without owing any further compensation to the Supplier.

8.7 The Supplier shall inform HEBO in writing, clearly and in the customary and legally prescribed

manner, if the Product is or may be hazardous, and shall provide HEBO with transportation, storage, and usage instructions and label the Product appropriately.

8.8 HEBO may notify the Supplier of Acceptance. If HEBO does so and, in notifying the Supplier of Acceptance, reports the detected presence of one or more In the event of defects, the Supplier must remedy them without delay, subject to the provisions of Article 18.

8.9 HEBO's signing of a waybill is in each instance expressly limited to the acknowledgment that a certain quantity of Goods has been delivered. HEBO's signing of a waybill therefore does not constitute any statement regarding (i) the quality and nature of the delivered Goods and/or (ii) whether or not a Defect exists.

8.10 If HEBO notifies the Supplier of Acceptance, HEBO declares that it has no objection to accepting the Delivery. Such notification in no way affects HEBO's ability to invoke a Warranty or other claims and remedies on the part of HEBO due to improper performance of the Service.

9 PERFORMING THE PERFORMANCE AT THE HEBO SITE

9.1 To the extent that the Agreement is performed at a HEBO location, the Supplier and its Personnel shall not interfere with the uninterrupted progress of work at a HEBO location while performing the Service and preparing for it.

9.2 The Supplier shall familiarize itself with HEBO's instructions and other regulations applicable on site before performing a Service at a HEBO location. Upon request, HEBO shall provide the Supplier with additional information, unless such information is confidential in nature or HEBO deems it irrelevant to the matter in question; HEBO may attach further conditions to this.

9.3 The Supplier and its Personnel shall comply with HEBO's relevant instructions and regulations at a HEBO location and shall perform the work during the times specified by HEBO. The Supplier shall require its Personnel to use a time-recording system, a badge, or any other means of verification required by HEBO.

9.4 Compliance with HEBO's instructions and regulations does not affect the Supplier's own obligations under laws and regulations, such as the Working Conditions Act.

9.5 At a HEBO location, HEBO may inspect the Supplier's Goods, the Supplier's vehicles, and Personnel's clothing to ensure compliance with HEBO's instructions and the regulations in effect at the site. The Supplier must carry out the instructions given by HEBO.

10 PRICE

10.1 The Price shall be determined on the basis of a Fixed Price unless otherwise agreed in writing in advance. In addition to the Fixed Price, the Supplier shall not be entitled to any additional payment for any reason whatsoever.

10.2 If, in deviation from Section 10.1, the Parties agree on a Price based on post-calculation, the resulting Price shall be in accordance with what the Supplier and HEBO have agreed upon in previous cases and, in the absence thereof, with what is customary in the relevant industry in the event that no post-calculation had taken place.

10.3 If, in deviation from Article 10.1, the Parties intend to agree on a Price based on a target price, the Supplier shall provide HEBO, prior to the conclusion of the Agreement, with a written specification of man-hours, man-hour rates, direct material costs and—where applicable—costs for the use of tools and tool rental rates. The resulting Price, including expenses incurred by the Supplier, shall not deviate by more than 10 (ten) percent from the guide price.

10.4 If the Parties enter into a continuing contract, the Price may only be changed (i) after a proposal to that effect from the Supplier has been accepted in writing by HEBO and (ii) with an effective date of at least three months after the time of acceptance by HEBO.

10.5 All amounts stated in a Quote or Agreement are exclusive of sales tax, unless otherwise stated.

11 PAYMENT

11.1 HEBO shall pay the Supplier the Price within sixty (60) days, calculated from (i) the time of Acceptance (also referred to as: receipt of the Performance), provided that HEBO has, at that time, in its possession an (accepted) Performance, or (ii) if HEBO does not yet have such an invoice at the time of Acceptance, from the time of receipt of an invoice corresponding to the received Performance, or (iii) if HEBO chooses to make use of an Inspection, after approval of the Inspection, provided that HEBO then possesses an invoice corresponding to the received Performance. HEBO is not obligated to make any payment to the Supplier prior to the moment of Acceptance or approval of the Inspection. Payments made by HEBO prior to the time of Acceptance or approval of the Inspection, subject to the condition precedent that Acceptance or approval of the Inspection is not received within 60 days of payment. Payment by HEBO of the Supplier's invoice does not release the Supplier from any warranty or liability arising from the Agreement.

11.2 The Supplier shall send HEBO an electronic invoice corresponding to the received Performance to the address specified in the Order or to the address specified in the acceptance of the Quotation. A Supplier's invoice shall include all details as specified in the Agreement, but at a minimum the purchase order number, and any other codes that HEBO has specified in its Order or acceptance of the Quotation, as well as any information that the Supplier is required to provide under applicable laws and regulations.

11.3 Paper invoices will not be accepted.

11.4 HEBO may set off any payment obligation(s) owed to the Supplier, as referred to in this Article 11, against its claim(s)—on whatever grounds—against the Supplier, with the result that HEBO shall be discharged from its payment obligations to the Supplier. HEBO shall notify the Supplier of this set-off in writing.

11.5 If advance payment or partial payment has been agreed upon, the Supplier must, at HEBO's first request, provide a Bank Guarantee in the amount of such advance payment(s) or partial payment(s), plus any interest and costs. HEBO may retain the Supplier's Goods in its possession and refuse to release them to the Supplier until the agreed Performance has been delivered.

12 BACKGROUND (INTELLECTUAL PROPERTY)

12.1 To the extent that the Performance is created using the Supplier's Background or the use of the Performance requires the Supplier's Background, the Supplier grants HEBO a worldwide, unlimited, non-exclusive, transferable, perpetual, and irrevocable right of use without HEBO being liable for any compensation therefor.

13 FOREGROUND (INTELLECTUAL PROPERTY)

13.1 All IP rights created or developed in connection with the performance of the Agreement are and shall remain the exclusive property of HEBO. Upon their creation, the Supplier shall transfer all such IP rights to HEBO, and HEBO hereby accepts such transfer in advance. The scope of the transferred rights shall be determined by the written Documentation relating to the Service.

13.2 To the extent that the Performance is created using the Supplier's Background, or the use of the Performance requires the Supplier's Background, the Supplier grants HEBO a perpetual, royalty-free license to use such Background in connection with the Performance and/or the Goods. To the extent that a further deed is required for the transfer of the rights referred to in Article 13, the Supplier hereby

irrevocably authorizes HEBO to draw up such a deed and sign it on behalf of the Supplier, without prejudice to the Supplier's obligation to cooperate with the transfer at HEBO's first request without being able to impose any conditions. The Supplier hereby irrevocably waives, in favor of HEBO, all so-called moral rights to which the Supplier may be entitled under the Copyright Act, to the extent that applicable regulations permit such a waiver. The Supplier, irrevocably authorized to do so, also waives on behalf of the auxiliary persons involved on the Supplier's side, in favor of HEBO, all moral rights that may accrue to such auxiliary persons, to the extent that applicable regulations permit such a waiver.

13.3 The Supplier fully indemnifies HEBO against all claims, costs, damages, and losses (including reasonable attorneys' fees) arising from or related to any alleged or actual infringement of third-party IP rights resulting from the delivery, use, or possession of the Work and/or the Goods.

14 CONFIDENTIALITY

14.1 The Supplier, including its Personnel, shall keep confidential all information or knowledge that has been provided to the Supplier by or on behalf of HEBO in connection with the Agreement or for the purpose of preparing its Proposal, or that has been made available to the Supplier by a decision of HEBO, or that has otherwise come to the Supplier's knowledge, and which can reasonably be presumed to require confidentiality. This means, among other things, that the Supplier shall not disclose such information or knowledge to the public, or which has otherwise come to its knowledge, and which can reasonably be presumed to require confidentiality, confidential. This means, among other things, that the Supplier shall not disclose such data and knowledge or otherwise make it available to third parties. Such data and knowledge shall include In any case, this includes all drawings, models, designs, diagrams, technical documents, and other business information and know-how in the broadest sense of the term, which have been disclosed to or have come to the attention of the Supplier in connection with the Agreement.

14.2 The Supplier and its Personnel are prohibited from storing or reproducing the information provided under the Agreement, other than as necessary for the performance of the Agreement or for the preparation of its Quotation to HEBO. Any copies made of the provided information are or shall become the property of HEBO. Upon termination of the Agreement, the Supplier shall make all copies provided under the Agreement

available to HEBO free of charge and shall remove any copies from its systems.

14.3 The Supplier (and its Personnel) is prohibited from mentioning the Agreement with HEBO or using HEBO's name, logo, or other identifying marks—such as , , or —in publications, advertisements, or on any (social) media channel. This prohibition expressly includes, but is not limited to, communications via LinkedIn, YouTube, Instagram, Facebook, X (formerly Twitter), TikTok, WhatsApp, blogs, podcasts, press releases, and other online or offline communication channels, unless HEBO has granted prior written consent for such use.

14.4 The following are exempt from the Supplier's confidentiality obligation under the Agreement:

- a. information that the Supplier demonstrates it already possessed prior to becoming aware of it during the performance of the Agreement;
- b. information for which the Supplier demonstrates that it is in the public domain, or that it became public knowledge through no fault of the Supplier;
- c. information that the Supplier demonstrates it obtained lawfully from a third party or through its own research, without any use of confidential information that HEBO made available to the Supplier under the Agreement.

14.5 The Supplier is no longer bound by confidentiality to the extent that it is required to disclose information pursuant to a ruling by a court or a public supervisory authority; The Supplier shall immediately notify HEBO in writing of such a ruling and shall consult with HEBO before disclosing this information.

14.6 HEBO may require the Supplier to classify (parts of) the information to be provided under the Agreement (i.e., to assign it a level of confidentiality required by the government).

14.7 In the event of a breach of the provisions of Article 14, the Supplier shall, by this fact alone and (therefore) without any demand or notice of default being required, owe HEBO an immediately payable penalty of €25,000 (twenty-five thousand euros) per occurrence, without prejudice to all other rights or claims of HEBO.

15 PROCESSING OF PERSONAL DATA BY OR ON BEHALF OF HEBO

15.1 Terms defined in the General Data Protection Regulation (EU) 2016/679 ("GDPR") have the same meaning in this article as in the GDPR.

15.2 If the Supplier processes personal data on behalf of and/or for the purposes of HEBO, the Parties are required to enter into a data processing agreement. To the extent that the Supplier, as a

processor as defined in the GDPR, processes personal data for HEBO in the context of the performance of the Agreement, the Supplier guarantees. The Supplier shall implement appropriate technical and organizational measures to ensure that the processing complies with the requirements of the GDPR and that the protection of data subjects is guaranteed.

15.3 If a personal data breach—involving personal data processed under the Agreement—occurs, the Parties shall notify each other without undue delay. The Parties shall consult with each other to the extent possible prior to making any reports of such a breach to a supervisory authority and data subjects.

15.4 The Parties shall notify each other without undue delay of any investigation by a supervisory authority regarding personal data processed under the Agreement.

16 INTEGRITY & CSR

16.1 The Parties shall refrain from any form of corruption, bribery, or unethical practices and shall neither offer nor accept any gift, reward, or benefit that could be construed as unlawful.

16.2 During the performance of the Agreement and for a period of one year following its termination, the Parties shall not hire any employees of the other Party, nor shall they negotiate to do so.

16.3 The Supplier shall at all times act in accordance with:

- a. the ten universal principles of the UN in the areas of human rights, labor, the environment, and anti-corruption, the Universal Declaration of Human Rights, and the ILO conventions, including in particular Conventions 138 and 182 on child labor;
- b. all applicable (supra)national laws and regulations in the areas of anti-discrimination, labor, working conditions, health, safety, and the environment, as well as the collective bargaining agreements applicable to it;
- c. all applicable environmental laws and regulations; implements an active climate policy in line with the Paris Agreement, including a specific date for climate neutrality, and reports on progress; and adheres to a sustainable procurement policy in accordance with ISO 20400.

16.4 Upon HEBO's first request, the Supplier shall declare and substantiate in writing that it is acting in accordance with this article.

17 EXPORT LAWS AND REGULATIONS

17.1 By submitting the Proposal or entering into the Agreement, the Supplier warrants to HEBO that the Supplier and its Personnel have refrained and will continue to refrain from any violation of export

laws and regulations or any use of the Work or its results that would result in a violation of export laws and regulations.

17.2 The Supplier indemnifies HEBO against claims by third parties based on any violation by the Supplier and its Personnel of export laws and regulations, including any use of the Performance or the results thereof that would violate export laws and regulations.

17.3 The Supplier shall notify HEBO in writing within 48 hours if, in connection with the Agreement, an export or import license must be granted by a government or any government agency, or if the performance of the Agreement is otherwise restricted or prohibited under export laws and or otherwise. In such a case, HEBO may suspend its obligations and suspend the Supplier's rights with respect to the relevant Delivery until the required license is granted, or for the duration of the relevant restriction or prohibition.

17.4 If a required permit referred to in Article 17.3 is not granted within a reasonable period or the relevant restriction or prohibition is not lifted within a reasonable period, HEBO may Terminate the Agreement with immediate effect without thereby incurring any obligation toward the Supplier. HEBO's failure to obtain an import license shall be deemed a non-attributable failure to perform ("force majeure").

17.5 The Supplier shall notify HEBO in a timely manner and in writing if, in connection with the performance of the Agreement, HEBO is required to provide an end-user statement regarding the Delivery or a comparable import document or license; HEBO shall, to the extent reasonably required of it, forward such statement to the Supplier.

18 BREACH OF CONTRACT

18.1 During the warranty periods (as described in Section 6.2), the Supplier shall, at HEBO's first request and without prejudice to HEBO's other rights and claims (such as, but not limited to, the options described in Sections 19 and 21), remedy the Defect within a reasonable period of time, but no later than 10 business days.

18.2 Costs associated with the repair, replacement of the Defect, and the recommissioning of the Performance or the larger system of which the Performance forms part shall be borne by the Supplier. With respect to the replaced or repaired part, a new warranty period of 24 months shall then commence, calculated from the moment of Acceptance of the Delivery or the commencement of use of the accepted, replacement, or repaired

Performance. If the Defect has not been repaired, remedied, or eliminated within a reasonable period of time, HEBO is entitled to carry out the necessary work (or have it carried out) at the Supplier's expense, and the Supplier is obligated to pay those costs, without prejudice to any other rights or claims of HEBO.

18.3 The Parties understand "non-attributable failure to perform" ("force majeure") to mean—in any event (but not exclusively)—the following: lack of Personnel, strikes, labor disturbances, or Employee illness, raw material shortages, epidemics/pandemics, transportation problems, delayed delivery or unsuitability of Goods required for the performance of the Service, liquidity or solvency problems on the part of the Supplier, or failure on the part of third parties engaged by the Supplier.

18.4 A Party's failure to demand performance of any provision within a period specified in the Agreement shall not affect the right to demand performance at a later date, unless that Party has consented in writing to the non-performance.

18.5 The rights and claims referred to in this Article 18 may be exercised as an alternative to or in addition to the rights and claims under Article 19.

19 LIABILITY (KNOCK-FOR-KNOCK)

19.1 The Supplier is responsible for and shall bear all losses relating to:

- a. injury, illness, or death of any member of the Supplier Group;
- b. loss of or damage to Supplier Group Property; and
- c. pollution arising from Supplier Group Property or activities.

19.2 HEBO is responsible for and shall bear all losses relating to:

- a. injury, illness, or death of any member of the HEBO Group;
- b. loss of or damage to HEBO Group Property; and
- c. Pollution originating from HEBO Group Property or activities.

19.3 Each Party shall fully indemnify the other Party against claims by members of its own Group as referred to in Articles 19.1 and 19.2.

19.4 Liability toward third parties is determined on a fault-based basis.

19.5 This knock-for-knock regime applies regardless of negligence or breach of contract by a Party, with the exception of willful misconduct or fraud.

19.6 Neither Party shall be liable to the other Party for indirect or consequential damages.

19.7 Each Party shall ensure that its insurers waive their rights of subrogation against the other Party.

For the purposes of this Article, the following definitions apply:

- ‘Supplier Group’: Supplier, its Affiliates, and their respective officers, directors, employees, agents, and subcontractors;
- ‘HEBO Group’: HEBO, its Affiliated Companies, and their respective officers, directors, employees, agents, and subcontractors;
- ‘Supplier Group Properties’: all properties owned, leased, or operated by any member of the Supplier Group;
- ‘HEBO Group Properties’: all properties owned, leased, or operated by any member of the HEBO Group;
- ‘Pollution’: any discharge, leakage, or emission of harmful substances.

20 INSURANCE

20.1 The Supplier shall adequately insure, in a manner customary and appropriate under standard industry practices, and shall keep insured (i) the Work to be delivered, as well as goods received from HEBO for use or processing, against all risks of damage, loss, or theft and depreciation, until the risk has passed to HEBO; (ii) its liability under this Agreement. The Supplier shall adequately insure the aforementioned risks under standard policy terms with an insurance company and shall maintain such coverage. The insurance shall provide coverage of at least EUR 1,250,000 per claim, with a minimum annual payout of 200% of this amount. For the duration of the Agreement and the obligations arising therefrom, the Supplier shall not terminate the “ ” insurance referred to in this Article, nor shall the Supplier modify it on its own initiative to the detriment of HEBO, without HEBO’s prior written consent.

20.2 Upon HEBO’s first request, the Supplier shall provide HEBO with proof of its insurance policies and of payment of the insurance premiums referred to in Article 20.1, and the Supplier shall also—subject to any legal obligations to the contrary—disclose the (extent of) any prior claims under the same policy during the current insurance year.

21 TERMINATION OF THE AGREEMENT

21.1 General Grounds for Termination

HEBO has the right to terminate the Agreement with immediate effect and without any obligation to pay compensation if:

- a. The Supplier is declared bankrupt or a petition for bankruptcy is filed;
- b. The Supplier is granted (provisional) suspension of payments or a petition to that effect is filed;

- c. the Supplier’s business is liquidated; or
- d. a provisional or executory attachment is levied on a substantial portion of the Goods to be delivered.

21.2 Breach of Contract; If the Supplier fails to perform its obligations under the Agreement, or if there is a Defect, HEBO may terminate the Agreement in writing with immediate effect or (partially) terminate it (in whole or in part), unless the breach, given its special nature or minor significance, does not justify such termination or rescission. In that case, HEBO shall have no obligation to compensate the Supplier or third parties engaged by the Supplier for any resulting or related damages. At the same time, the Supplier is obligated to provide HEBO with the compensation for any damage arising from or related to the Supplier’s failure to perform, improper performance, or untimely performance of its obligations under the Agreement.

21.3 Services; Unless Article 21.5 applies and in cases other than those referred to in Article 21.1 and Article 21.4, HEBO may unilaterally terminate the Agreement in writing, with immediate effect, if the Agreement concerns the provision of Services.

21.5 Integrity, CSR, or Involvement of Personnel; HEBO may, without prejudice to any other rights or claims of HEBO, terminate the Agreement in writing during its term and with immediate effect or (partially) rescind it without being liable for any damages if (i) HEBO observes a situation as referred to in Article 16 at the Supplier or (ii) the Supplier, in the performance of the Agreement, employs Personnel was employed by HEBO during the two-year period preceding that.

21.6 Contract of Duration; If the Parties have entered into a continuing contract in writing, HEBO may terminate it at any time in writing without stating reasons, subject to a three-month notice period and without paying any amount as compensation for damages or costs to the Supplier.

22 CONSEQUENCES OF TERMINATION OF THE AGREEMENT

22.1 In the event of (partial) termination or cancellation of the Agreement (as described in Article 21), without prejudice to any other rights or claims of HEBO:

- a. HEBO has the right to return Goods already delivered, with the Supplier being obligated to refund any payments already made to HEBO, or to perform the Service itself or have it performed by third parties, potentially using the Goods already delivered by the Supplier;
- b. in the case of Services, the Supplier shall reimburse HEBO for any undue payments already

made to it by HEBO, plus statutory interest on the amount paid from the date on which it was paid. If the Agreement has been partially terminated, the obligation to reimburse applies only to the extent that the payments relate to the terminated portion.

22.2 All claims by HEBO arising from the termination or cancellation of the Agreement, including all claims for damages, shall become immediately due and payable in full.

22.3 If the Agreement terminates (prematurely) for any reason, the Supplier shall, at HEBO's first request, take the necessary steps to ensure that a new Supplier, or HEBO itself, can take over the performance of the Agreement without hindrance, including the transfer by or on behalf of the Supplier of all rights with respect to Foreground and Background already created as provided for in Articles 12 and 13. Furthermore, the Supplier shall immediately return all documents, books, records, and other goods (including data and data carriers). The Supplier shall perform the work referred to in this paragraph at the rates and under the conditions specified in the Agreement or, in the absence thereof, at the rates generally applied by the Supplier and under terms to be agreed upon. However, the work referred to herein shall be performed free of charge in the event of an attributable failure on the part of the Supplier.

22.4 If the Agreement terminates in any manner, provisions intended to remain in full force and effect even after the termination of the Agreement shall continue to apply, such as, but not limited to, the provisions regarding liability, warranty, rights of use, confidentiality, payment, performance, Termination of the Agreement, Choice of Forum and Governing Law, Transfer of Ownership and Risk, remain in full force and effect.

22.5 If HEBO has entered into two or more related Agreements with the Supplier, HEBO may, in the cases referred to in Articles 21.1 through 21.5, also terminate the Other Agreement(s) in the manner specified in Article 21.

23 JURISDICTION AND GOVERNING LAW

23.1 All legal relationships between the Parties are governed by Dutch law, with the express exclusion of the rules of private international law contained therein. The Vienna Sales Convention not applicable to legal relationships between the Parties.

23.2 The Parties (or one of them) shall submit any dispute concerning their legal relationship(s) that cannot be resolved amicably exclusively to the competent court in Rotterdam.

SECTION B. DELIVERY OF GOODS

Part B of the AIV applies additionally if the Supplier delivers Goods to HEBO.

24 TRANSFER OF OWNERSHIP AND RISK

24.1 Ownership shall transfer to HEBO at the earliest of the following times: (i) upon Delivery of the Goods; or (ii) upon the first payment by HEBO; or (iii) upon any payment by HEBO, in which case, to the extent necessary, the Supplier shall hold the Goods in trust for HEBO. To the extent necessary, the provisions of this Article shall apply as a delivery in advance to HEBO. If HEBO exercises its right as provided in Article 11.5, ownership shall pass to time of Delivery. If (ii) and (iii) apply, the Supplier is obligated to segregate the Goods in such a way that, in the event of the Supplier's bankruptcy, the relevant Goods can be identified and made available to HEBO. 24.2 The risk of loss or damage to an Item passes to HEBO: (i) at the moment ownership of the Item passes to HEBO, (ii) unless the Supplier holds the Item in trust for HEBO, in which case the risk passes to HEBO at the moment possession of the Item is transferred to HEBO. 24.3 If (i) the Supplier creates an Item for HEBO, or (ii) the Supplier becomes the owner of an Item belonging to HEBO by accession (or formation of a new item), then, to the extent necessary in advance, the Supplier hereby transfers ownership of this Item to HEBO upon HEBO's first request – but no later than the last agreed Delivery – and the Supplier shall transfer possession of this Item to HEBO; failing which, HEBO may suspend its payment obligations or deduct the costs of replacing the Items not returned and any resulting damages from the payments to be made to the Supplier. If a Bank Guarantee has been stipulated in connection with advance payment to the Supplier in accordance with Article 11.5, the Bank Guarantee shall remain in effect until the Supplier has returned these Goods to HEBO.

25 PACKAGING

25.1 Without prejudice to the provisions of Article 8.7, the Supplier shall package an Item for Delivery in accordance with the specified or customary requirements of transport and destination and legal regulations, in a sound manner, and shall label it in accordance with the instructions of HEBO.

25.2 All packaging used, with the exception of returnable packaging, shall become the property of HEBO upon Delivery of the Goods. Returnable packaging must be clearly marked as such by the

Supplier. Return shipment of returnable packaging shall be at the Supplier's expense and risk.

SECTION C. PROVISION OF SERVICES

Section C of the AIV applies additionally if the Supplier provides Services to HEBO.

26 PERSONNEL

26.1 If the Supplier employs Personnel in the performance of the Service, the Supplier shall, at HEBO's request, provide (i) a written statement of the Personnel's personal details and relevant terms of employment, (ii) the Personnel's Social Security Numbers, and, if applicable, (iii) the Personnel's valid residence permits and work permits.

26.2 The Supplier shall only deploy Personnel with a valid Certificate of Good Conduct (VOG), or, at HEBO's request if the security level of the Service or the HEBO location so requires, a valid Certificate of Good Conduct for Security Personnel (VGB). Upon HEBO's first request from HEBO, the Supplier shall submit the VOG or VGB for Personnel.

26.3 The Supplier guarantees that Personnel will be deployed in accordance with applicable laws and regulations.

26.4 The Supplier shall immediately notify HEBO in writing of any changes to the Personnel and of any changes to their details and the documents or statements submitted.

26.5 The Supplier is responsible and liable for the fulfillment of its obligations regarding the Personnel, including those under labor law (including Articles 7:611 and 7:658 of the Dutch Civil Code), tax, health insurance, and social security legislation, and the legislation mentioned in the following paragraph. 26.6 The Supplier indemnifies HEBO against all claims by Personnel in

in the broadest sense of the term, including (among other things): the payment of wages to its own personnel, the Act on Combating Bogus Schemes, the Foreign Nationals Employment Act (WAV), and the Act on the Allocation of Labor by Intermediaries (WAADI).

26.7 The Supplier shall ensure and warrant to HEBO that Personnel comply with the conditions for the performance of the Service arising from the Agreement and these AIV.