



## General Purchasing Terms and Conditions RP Group – version December 2023

### Article 1 | DEFINITIONS

- 1.1 In these General Purchasing Terms and Conditions, the following terms are defined in the manner referred to in Article 1.3 and the words used in these General Purchasing Terms and Conditions and/or in the Agreement have the meaning given to them in Article. All definitions can be used in either the singular or the plural form.
- 1.2 If any term is not defined in these General Purchasing Terms and Conditions, it will be given the meaning assigned to the relevant term in the Agreement. If any term is not defined in these General Purchasing Terms and Conditions, nor in the Agreement, it will be given the meaning given in the jargon and, in the absence thereof, the meaning given in normal language.
- 1.3 In these General Purchasing Terms and Conditions, the following terms are defined as follows:
  - **General Purchasing Terms and Conditions:** These general terms and conditions of purchase;
  - **Service(s):** All work to be performed by the Supplier under the Agreement for the benefit of a need of the User described in the Agreement or arising from it, other than the delivery of a Product;
  - **User:** the private company RP Group B.V. or Landal GreenParks B.V., and/or to RP Group B.V. or Landal GreenParks B.V. affiliated companies, as well as the bungalow parks and other companies under their management and/or ownership. Affiliated companies in any case include all (current and future) parent, subsidiary and sister companies of RP Group B.V. or Landal GreenParks B.V.;
  - **Supplier:** The natural or legal person who makes or has made an offer to the User, whether or not at the User's request, as well as any natural or legal person who concludes or has concluded the Agreement with the User with regard to a third party designated by the User or delivering a Product or Service.
  - **Agreement:** The written agreements between User and Supplier, the General Purchase Conditions and all documents that are expressly stated in the Agreement as being part of that agreement.
  - **Parties:** User and Supplier
  - **Product(s):** all goods and other products delivered or to be delivered to the User in the execution of the Agreement.

### Article 2 | APPLICABILITY

- 2.1 These General Purchasing Terms and Conditions apply to all legal relationships (including Agreements and extra- and pre-contractual relationships) concluded with the User.
- 2.2 These General Purchasing Terms and Conditions can only be deviated from if this has been expressly agreed in writing.
- 2.3 The Supplier's General Terms and Conditions do not apply to an offer or the Agreement(s) and are expressly rejected
- 2.4 Suppliers with whom a contract has been entered into on the basis of these General Purchasing Terms and Conditions are deemed to have tacitly agreed to the applicability of these General Purchasing Terms and Conditions to subsequent legal relationships with the User.
- 2.5 If any provision in these General Purchasing Terms and Conditions is void or otherwise unenforceable, this will not affect the validity of the other provisions in these General Purchasing Terms and Conditions and the Agreement. Provisions that are not legally valid or cannot be legally applied will be replaced by provisions that are as close as possible to the scope of the provisions to be replaced.

### Article 3 | REALIZATION OF THE AGREEMENT

- 3.1 The Supplier is obliged to make every offer it makes irrevocable and to honour it unchanged for ninety (90) days, starting from the day that the User has received the offer. If the Supplier sets a period for acceptance of the offer that is shorter than ninety days, this period is deemed to have been extended to the aforementioned ninety days after receipt of the offer by the User.
- 3.2 Agreements are only entered into by the User in writing. The Supplier must return the Agreement sent to it to the User unchanged and signed within fourteen (14) days after the date of dispatch of the Agreement. If the Supplier does not return the Agreement within the aforementioned period, does not object to its contents within that period, and has started the execution of the Agreement, the Agreement will be deemed to have been accepted on the conditions stated in the Agreement and subject to the applicability of these General Purchasing Conditions. However, the User reserves the right to revoke the Agreement it has sent if the Supplier has not confirmed it in writing within fourteen (14) days after the date of dispatch. If the (order) confirmation deviates from the original Agreement, the User is only bound after it has agreed to the deviation(s) in writing. The User's acceptance of deliveries or services as well as payments made by the User in this regard do not imply recognition of those deviations.
- 3.3 User is entitled to terminate negotiations with Supplier at any time without giving reasons. Under no circumstances can the Supplier claim compensation for costs incurred and/or compensation for damage, including negative and positive contractual interests.

### Article 4 | CONTENTS OF THE AGREEMENT

- 4.1 The Agreement contains all agreements agreed between User and Supplier and replaces all previous written and oral agreements that User and Supplier have made in this regard.
- 4.2 The User is at all times authorised to change or supplement the scope, quantity and/or quality of the products and/or services to be supplied in consultation with the Supplier. If, in the opinion of the Supplier, a change/addition has consequences for the agreed fixed price and/or the time of delivery, it is obliged, before complying with the change, to inform the User as soon as possible, but no later than eight (8) days after notification of the requested change in writing.
- 4.3 If the Supplier believes it is entitled to compensation for additional work, it will not start carrying it out until it has submitted a quotation and it has been accepted in writing by the User. Additional work does not include additional work that the Supplier could and should have foreseen when it entered into the Agreement.
- 4.4 The user reserves the right to test the prices of the products and services and/or to purchase them elsewhere. The User expressly does not grant the Supplier exclusivity, purchase guarantee or turnover guarantee.

#### **Article 5 | TERM OF AGREEMENT**

- 5.1 The Agreement comes into effect on the date specified in the Agreement and, in the absence thereof, on the date of signature of the Agreement.
- 5.2 The Agreement has the duration as stated in the Agreement and, in the absence thereof, one (1) year.
- 5.3 The Agreement that has ended is deemed to have been continued under the same conditions for a maximum period of one year from the end date of the Agreement, if the Supplier has continued the Agreement and the User does not protest against this within one month.

#### **Article 6 | TIME AND PLACE OF PERFORMANCE**

- 6.1 The Supplier will fulfil its obligations at the agreed location. If no location has been agreed, the supplier will fulfil the Agreement at any location to be specified by the User, without the Supplier being entitled to increase the price.
- 6.2 The Supplier will immediately notify the User in writing if the Supplier is unable, or expects to be unable, to fulfil one or more of its obligations under the Agreement at the agreed location, time or within the agreed period.
- 6.3 Agreed dates or terms are strict deadlines, so that if the Supplier fails to fulfil one or more obligations under the Agreement on the agreed date or within the agreed term, the Supplier will be in default by operation of law.

#### **Article 7 | PACKAGING AND LABELING**

- 7.1 The method of transport, shipping, packaging and the like, if no other agreement has been concluded between the Parties, will be determined by the Supplier as the good Supplier, taking into account the applicable statutory and/or customary rules in the market.
- 7.2 The Supplier will collect materials in which a Product is packaged and/or waste that arises upon delivery of a Product free of charge at the location of delivery at the User's request.
- 7.3 The User is entitled to deduct any amount charged for packaging from the amounts payable by the User to the Supplier.

#### **Article 8 | USE OF STAFF AND THIRD PARTIES**

- 8.1 The Supplier will only deploy reliable and skilled personnel for the performance of Services. If there is reason to do so in the opinion of the User, the User can order the removal of this personnel and the Supplier is obliged to immediately replace the removed personnel, taking into account the provisions of this article.
- 8.2 The Supplier is obliged to ensure that the Supplier and the Supplier's employees who the Supplier actually allows to perform work in the performance of the Agreement fully comply with all requirements and conditions set by or on behalf of the law and/or in the Agreement, including but not limited to: exclusively by having obtained work permits for these employees, complying with the provisions of or on behalf of the Allocation of Labour Forces by Intermediaries Act and the Alien Labour Act.

#### **Article 9 | EXECUTION OF WORK AT USER LOCATION**

- 9.1 Before commencing the execution of the Agreement, the Supplier must familiarise itself with the circumstances at the User's location where the Agreement is to be performed. Costs of delays in the execution of the Agreement caused by circumstances at the User's location are at the expense and risk of the Supplier.
- 9.2 Prior to the execution of the Agreement, the Supplier must inform the User in writing which employees of the Supplier will perform the actual work to comply with the Agreement.
- 9.3 The Supplier ensures that its presence and the presence of its staff, whereby the working hours of the Supplier and its staff must correspond with the times generally applicable to the User, at the User's location do not hinder the undisturbed progress of the work of the User and third parties and any nuisance and/or hindrance is kept to a minimum.
- 9.4 The Supplier shall ensure that the Supplier's employees report to the reception of the location or the person or place that has been agreed upon prior to carrying out the work and do not remain at the location for longer than is necessary to carry out the work.
- 9.5 The Supplier ensures that the Supplier's employees comply with the house rules, the park regulations and other rules issued by the User that apply at the location where the employees are present for the implementation of the Agreement. The User can reasonably refuse employees of the Supplier access to the location and/or remove them from the location, stating reasons, without the User being in default towards the Supplier as a result.

#### **Article 10 | CONFORMITY AND WARRANTIES**

- 10.1 The Supplier declares that it is fully aware of the purpose and reason why the User will use the Product and/or the Service, that it has conducted all possible research and has received sufficient notifications from the User in this regard.
- 10.2 The Supplier guarantees the soundness of the Products delivered and/or Services performed by it. This warranty includes at least that:
  - a. the Products and/or Services are suitable for the purpose for which the Agreement was entered into;
  - b. the Products and/or Services have been delivered/manufactured according to the latest state of the art;
  - c. the Products and/or Services are fully in accordance with the Agreement in terms of content, quantity, description, quality, safety, performance and results;
  - d. the applicable (inter)national laws, standards and regulations – such as but not limited to the environment, health, quality, etc. – with regard to the Products and/or Services have been strictly observed;
  - e. the Products and/or Services also meet the requirements that can reasonably be imposed on them;
  - f. the Products are new, of good quality and free from defects in terms of design, processing, manufacturing, construction and customisation, as well as are free from defects in the materials used and offer the safety (as referred to in Article 6:168 of the Civil Code) that one can expect from this;
  - g. The Supplier also guarantees that the Products and/or Services supplied by it do not infringe the rights of third parties;
  - h. be provided with an indication of the producer and, if different, also of the person who places the goods on the market;
  - i. be provided and accompanied by all documentation requested by the User;
  - j. have not been produced and/or transported using child or slave labour.

- 10.3 The warrantee means, without limiting the right to compensation for costs, damage and interest, that defects that arise within three (3) years after purchase or on delivery will be immediately and completely repaired free of charge and at the User's first request. After repair, a new warranty period commences.
- 10.4 If the Supplier does not comply with its warranty obligations under this article within a reasonable period set by the User, the User is entitled to carry out the repair, replacement or alternative services itself at the expense of the Supplier.
- 10.5 If this is necessary for the safety of persons and/or the progress of the work, the User is entitled to (immediately) make the provisional repairs/engage alternative service providers at the expense of the Supplier.
- 10.6 Unless agreed in writing or otherwise arises from the nature of the Products and/or Services, a warranty period applies for a period of five (5) years, starting from the day on which the Products were delivered to the User or the day on which the agreed Service was provided has been fully performed.

#### **Article 11 | TRANSFER OF RISK AND OWNERSHIP**

- 11.1 Ownership and risk of a Product are only transferred upon delivery to the User, assembled or installed if necessary. The Supplier will unload, assemble or install the Products and/or Services at its own expense and risk and in accordance with the User's instructions. The Supplier bears the risk of damage or loss of ordered Products until acceptance in accordance with these General Purchasing Terms and Conditions.
- 11.2 In the event that the User makes products available to the Supplier for installation, to supervise the installation or to test or commission the already installed products, the Supplier bears the risk from the time of provision until acceptance of the delivery by the User.

#### **Article 12 | PRELIMINARY INSPECTION (BEFORE) DELIVERY**

- 12.1 The User has the right at all times to view, assess or test ordered Products and results of Services before delivery. The Supplier will enable the User or an expert to be designated by the User to do this without any restrictions, and provide the necessary facilities and assistance for this purpose.
- 12.2 The User will inform the Supplier in a timely manner of tests to be carried out by the User. The Supplier has the right to attend these tests or to have them attended by an expert designated by him.
- 12.3 Regardless of whether or not the User has exercised its rights under the provisions of this article, regardless of the outcome of the inspections and tests referred to therein and regardless of what the User may or may not communicate to the Supplier, the Supplier remains fully responsible for the correct execution of the Agreement.

#### **Article 13 | INSPECTION AND REPAIR**

- 13.1 Acceptance has no further meaning than that, in the preliminary opinion of the User, the external condition of the Products/visible performance of the Services is in accordance with the Agreement. In particular, acceptance does not prevent a later appeal by the User to non-compliance by the Supplier with its warranty obligation or any other obligation towards the User.
- 13.2 In the event that the User rejects the Products/Services or if it subsequently appears, in the reasonable opinion of the User, that they do not meet the requirements imposed on them under this Agreement, the User may, without prejudice to its other rights, give the Supplier the opportunity at the first request to remedy and/or repair any apparent shortcomings and/or defects at the Supplier's expense and risk. Additional costs such as research, disassembly, transport and reassembly will also be borne by the Supplier. After consultation, the User will reasonably determine how and within what period the defects and/or shortcomings should be repaired.
- 13.3 If replacement or improvement of Products/Services as referred to in the previous paragraph is not possible in the reasonable opinion of the User, or the Supplier does not comply with the request within the period set by the User, the Supplier is obliged to reimburse the User for any amounts received from the User, without the Supplier having the right to offset these amounts against any claims owed or alleged by him against the User. The User is then entitled to do or have done the necessary and to charge the Supplier for the associated costs, including the additional expenses that the User reasonably incurs in order to obtain replacement Products and/or Services.
- 13.4 The Supplier guarantees that it is willing and able to maintain a Product supplied by it at the agreed prices and, in the absence thereof, market-based prices for a period of at least ten (10) years from the date of delivery.
- 13.5 The Supplier is obliged to keep (spare) parts, components, special tools and/or measuring equipment of the same quality in stock for the relevant Products and/or Services for a period of at least five (5) years and, if requested, to provide them to the User within a reasonable period of time, including the associated services, for a reasonable and market-based fee.
- 13.6 If the Supplier intends to discontinue the manufacturing of spare or replacement parts, the Supplier will notify the User at least twelve (12) months before the termination. After the aforementioned notification, the Supplier will provide the User, upon first request, free of charge with the specifications and other information to enable it to make spare or replacement parts itself.

#### **Article 14 | PRICES AND FEES AND PAYMENT**

- 14.1 The prices stated in the Agreement are fixed for the duration of the Agreement (including any extensions thereof) and expressed in Euros and excluding sales tax. The conversion rate for foreign currencies will be the official rate on the day of payment.
- 14.2 The parties are mutually obliged to provide each other with their VAT registration number, as well as to immediately notify each other of any changes thereto. The Supplier indemnifies the User against all costs and damage that may arise for the User from the fact:
- that the Supplier is not properly registered for sales tax in a relevant EC member state; and/or
  - that the Supplier provides incorrect or untimely information to the User and/or sales tax authorities in a relevant EC Member State.
- 14.3 Unless otherwise agreed, the Supplier may not pass on an increase in energy raw material and material costs, salaries, insurance premiums and transport costs, as applicable on the day on which the Agreement was entered into, in the agreed price.
- 14.4 Price reductions that occur after the Agreement has been concluded will be replaced by the agreed price. Delivery at a lower price, within a certain part of the User's organization, is deemed to apply to the entire organization.

- 14.5. Invoices will be paid by the User sixty (60) days after receipt, but not earlier than after correct and complete execution of the Agreement.
- 14.6. The User is entitled to suspend payment if it discovers a shortcoming in the Products or performance of Services or the Agreement.
- 14.7. Payment by the User does not in any way imply a waiver of any rights of the User.

#### **Article 15 | COSTS AND SETTLEMENTS**

- 15.1. The Supplier shall bear its own costs associated with entering into and executing the Agreement.
- 15.2. Unless otherwise agreed in writing in advance, costs of or in connection with calculations and/or quotations (including, for example, tests and trial models) cannot be charged to the User.
- 15.3. The User is entitled to offset everything it has to claim from the Supplier, whether or not due or subject to conditions (including but not limited to damages, (expenses) costs and fines), against claims the Supplier has against it, whether or not due and payable.

#### **Article 16 | SHORTCOMINGS AND DISSOLUTION**

- 16.1. The Supplier will immediately notify the User in writing if the Supplier suspects that it will fail to fulfil one or more of its obligations under the Agreement.
- 16.2. Any failure by the Supplier to fulfil any obligation under the Agreement obliges the Supplier to compensate all damage suffered by the User as a result, unless the failure cannot be attributed to the Supplier.
- 16.3. Any failure to comply by the Supplier, at the sole discretion of the User, gives the User the right to terminate the Agreement, even if the Supplier is not in default.
- 16.4. User also has the right to dissolve the Agreement in whole or in part without further notice of default or judicial intervention or to suspend the execution of the Agreement in whole or in part if one or more of the following cases occur:
- Supplier is declared bankrupt or has applied for suspension of payments;
  - Supplier dissolves, terminates or ceases its business;
  - Supplier has lost control or power of disposal over its assets or parts thereof and has not regained control thereof within four (4) weeks;
  - There is (alleged) involvement of the Supplier in criminally culpable acts or omissions, if this could reasonably result in possible name and/or image damage on the part of the User;
  - The issued share capital of the Supplier is disposed of and/or there is a change in the statutory directorship of the Supplier;
  - Suspension or withdrawal of permits from the Supplier that are necessary for the execution of the Agreement;
  - Seizure of a significant part of the Supplier's business assets;
  - Garnishment against the User at the expense of the Supplier;
  - Supplier does not accept changes/additions to these General Terms and Conditions of Purchase, as referred to in Article 26 of these General Terms and Conditions;
  - Change of decisive control over and within Supplier.
- 16.4. Regardless of whether the User exercises its right to terminate, the Supplier will reimburse the damage and costs incurred by the User as a result of what is determined in this article, including any additional and other costs, if the User decides to enter into the Agreement elsewhere to meet its needs for the Products and/or Services ordered under this Agreement. The User is furthermore entitled to suspend (without notice of default) any obligations towards the Supplier arising from other agreements or on any other basis.
- 16.5. Partial, additional or fewer deliveries without the prior consent of the User may be refused, without the User being obliged to pay any (damage) compensation.

#### **Article 17 | FORCE MAJEUR**

- 17.1. If the Supplier is permanently unable to fulfil its obligations as a result of force majeure, the User is only obliged to pay for the services delivered. If the Supplier believes that a shortcoming due to force majeure cannot be attributed to it, the Supplier must immediately report this to the User.
- 17.2. Force majeure is exclusively understood to mean external disasters, such as natural disasters, mobilisation and/or (civil) war.
- 17.3. Force majeure does not in any case include: lack of personnel, strikes, illness of personnel, late delivery or unsuitability of raw materials, or non-performance of third parties engaged by the relevant Party and liquidity problems.
- 17.4. If the force majeure situation lasts longer than fourteen (14) days, the User has the right to terminate the Agreement by means of a written notice with immediate effect and without judicial intervention, without the Supplier being entitled to any right to compensation, including compensation. pursuant to the undo obligation.

#### **Article 18 | LIABILITY AND INDEMNIFICATION**

- 18.1. The Supplier executes the Agreement entirely at its own risk. The Supplier is liable for all damage suffered by the User and/or subsequent customers or users, including the - ultimate - consumer of the delivered Products (whether or not in the processed state) as a result of a failure to comply with the Supplier's obligations. and/or as a result of the actions or omissions of the Supplier, or its personnel, auxiliary persons and/or items engaged by it. The Supplier's liability extends to both direct and indirect damage.
- 18.2. The Supplier indemnifies the User against all claims from third parties for compensation for any damage suffered by them caused by or in connection with (defects in) the delivery, or (in) the Products/Services delivered, due to the actions of the Supplier's personnel or (defects in) in) the material used by the Supplier in the performance of the Agreement. The Supplier also indemnifies the User against all reasonably incurred (legal) costs.
- 18.3. The User is in no way liable for damage suffered by the Supplier, except for intent or deliberate recklessness.
- 18.4. If and insofar as the User has any liability towards the Supplier, for whatever reason, this liability is limited to the amount that the User's insurance pays out.

#### **Article 19 | INSURANCE**

- 19.1 During the term of the Agreement, the Supplier will ensure adequate insurance against damage that may arise due to actions or omissions of the Supplier or employees of the Supplier, or the use of resources that are in any way involved in the performance of the Agreement. User and third parties, as well as damage due to other (company) liability. The Supplier will note on its insurance policies that any payments by the insurance company can be made directly to the person who actually suffered the damage. The Supplier will provide User with access to the relevant policies upon first request.
- 19.2 The Supplier must take out adequate insurance against the damage referred to in this article, on the understanding that the insured amount must be at least EUR 4,500,000 per event. The deductible as well as a so-called “supervision clause” must be excluded in the insurance to be taken out.

#### **Article 20 | INDUSTRIAL AND INTELLECTUAL PROPERTY**

- 20.1 The Supplier will not use the trademarks, trade names, logos or other intellectual property rights of the User in any way without the prior written permission of the User.
- 20.2 All know-how made available to the Supplier by the User in connection with the execution of the Agreement will be used by the Supplier exclusively for the execution of that Agreement. In the event of termination/dissolution of the Agreement, the Supplier will immediately return the movable property referred to in this article to the User.
- 20.3 The Supplier guarantees that the use (including resale) of the Products delivered or Services performed by it to the User will not infringe the intellectual property rights or other (property) rights of the User or third parties.
- 20.4 The Supplier indemnifies the User against claims from third parties arising from any infringement of the rights referred to in this article and any resulting damage to the User.
- 20.5 Any rights that have arisen with the Supplier in the context of the execution of the Agreement(s) between User and Supplier are transferred to the User by signing the Agreement, which transfer is hereby accepted by the User. If this proves to be necessary for formal reasons, the Supplier will, at the User's first request, cooperate in signing a deed without imposing any further conditions and perform all actions that may prove necessary to ensure that all rights of intellectual and industrial property that has arisen in the context of the execution of the Agreement between User and Supplier will belong to the User.
- 20.6 The Supplier is obliged to ensure that copyrights and all other intellectual property rights that arise as a result of the Supplier's performance of a Service and of which the entitled party is an employee of the Supplier or a third party, be transferred to the User free of charge by this employee of the Supplier or by these third parties. The Supplier is obliged to include a clause to this effect for the benefit of the User in the agreements that it concludes with employees of the Supplier and with third parties.
- 20.7 If copyrights and all other intellectual property rights that arise as a result of the delivery of a Product and/or the performance of a Service by the Supplier for whatever reason have not been transferred to the User or cannot be transferred to the User, the Supplier is obliged to ensure that the User is granted a perpetual exclusive and irrevocable right of use of these rights free of charge.
- 20.8 In the event of violation of the obligations arising from this article, the Supplier will forfeit to the User an immediately payable fine of 25,000 (in words: twenty-five thousand euros), as well as an immediately payable fine of 1,000 (in words: one thousand euros) for each day or part of a day that the violation continues, without prejudice to the User's other claims, including the right to full compensation.

#### **Article 21 | SUSTAINABILITY, ESG AND COMPLIANCE**

- 21.1 The parties recognise the importance of sustainability, people and the environment and agree to support each other in achieving the jointly formulated or to be formulated objective(s), more specifically in optimising their positive impact and minimising their negative impact. The parties will discuss progress on a regular basis.
- 21.2 The Supplier confirms that it has taken note of the sustainability ambitions and respective Key Performance Indicators and has familiarised itself with the User's sustainability objectives. The Supplier will respect this and support the User in achieving those objectives.
- 21.3 The Supplier, its employees and any third parties engaged are obliged to comply with the legal safety, health and environmental requirements and regulations, as well as general (inter)national and/or industry standards and regulations.
- 21.4 The Supplier and any third parties engaged are obliged, upon first request, to provide all required information that the User must report pursuant to any (inter)national law ESG reporting obligation within a reasonable period, in a format to be determined by the User and with a usable degree of detail to be provided to the User. User does not use this information for other purposes.
- 21.5 The Parties acknowledge that laws and regulations may require them to carry out audits in relation to the Agreement and/or take appropriate measures to identify and limit actual and potential negative impacts on human rights and/or negative environmental impacts.
- 21.6 The parties also acknowledge that legislation and regulations in the field of ESG, among other things, are subject to change and agree to always consult with each other in the event of changes in that regard.
- 21.7 If the Supplier does not comply with its obligations under this article within a reasonable period, the Supplier is liable for all losses suffered by the User as a result of non-compliance, including any indirect damage or damage resulting from the fact that the User cannot comply to its (reporting) obligations under legislation and regulations.
- 21.8 The User may oblige the Supplier to withdraw from the market within a reasonable period to be determined by the User (recall action) any goods that the Supplier has put into circulation and which are defective or which threaten to reveal themselves. All associated costs and damages will be borne by the Supplier and the Supplier indemnifies the User against any claim in this regard. Supplier will immediately inform User if there is a (possible) defect or a suspicion thereof.
- 21.9 In the event of (a suspicion of) an environmental incident, the Supplier must immediately notify the User's on-site contact person.

#### **Article 22 | FAILURE TO APPROACH USER EMPLOYEES**

- 22.1 During the term of the Agreement and for a period of twelve months after termination of the Agreement, the Supplier is obliged not to approach one or more employees of the User, directly or indirectly, with an offer to be employed by or in any way whatsoever to perform work for or on behalf of the Supplier and/or to invite people to apply for a position within the Supplier.





- 22.2 In the event of violation of the obligations arising from this article, the Supplier will forfeit to the User an immediately payable fine of 25,000 (in words: twenty-five thousand euros), as well as an immediately payable fine of 1,000 (in words: one thousand euros) for each day or part of a day that the violation continues, without prejudice to the User's other claims, including the right to full compensation.

#### **Article 23 | CONFIDENTIALITY**

- 23.1 In the context of the execution of the Agreement, the Supplier guarantees confidentiality by the Supplier, its employees and its subcontractors towards third parties of all (company) information and data originating from the User that has come to its attention in any way. In the context of the Agreement, the Supplier will take all possible precautions to protect the interests of the User.
- 23.2 The Supplier is not permitted, without the prior written consent of the User, to give any form of publicity to the performance of the Agreement, nor to maintain direct or indirect contact with User's customers in connection therewith.
- 23.3 All written information provided to the Supplier by the User must be returned to the User after delivery or completion of the Agreement.
- 23.4 In the event of violation of the obligations arising from this article, the Supplier will forfeit to the User an immediately payable fine of 25,000 (in words: twenty-five thousand euros), as well as an immediately payable fine of 1,000 (in words: one thousand euros) for each day or part of a day that the violation continues, without prejudice to the User's other claims, including the right to full compensation.

#### **Article 24 | NOTICES**

- 24.1 A notification and other communications in connection with the Agreement will be made in writing by the Supplier and addressed to both [procurement@landal.com](mailto:procurement@landal.com) and to the User's employee mentioned in the Agreement in this regard, using the contact details stated in the Agreement .

#### **Article 25 | PARTIAL INVALIDITY AND CONTINUED OPERATION**

- 25.1 The Supplier will agree to any adjustment to the Agreement that is necessary in the reasonable opinion of the User in connection with (a change in) applicable mandatory law.
- 25.2 If a provision of the Agreement is contrary to the law or other regulations, is otherwise invalid and/or is impossible to comply with, this will not affect the other provisions of that Agreement. The parties will agree on a new provision with the same purpose, on the understanding that the spirit and scope of the Agreement is affected as little as possible.
- 25.3 All provisions of the Agreement that, for whatever reason, by their nature extend beyond the time of termination of the Agreement, including provisions relating to confidentiality, governing law and disputes, warranty, indemnification, intellectual property rights, liability, inspection and audits by a supervisory authority remain in force until they are fulfilled, notwithstanding any obligations to undo as a result of dissolution.

#### **Article 26 | RIGHT TO CHANGE AND/OR ADDITION GENERAL PURCHASE CONDITIONS**

- 26.1 The User is entitled to change and/or supplement these General Purchasing Terms and Conditions. The changes and/or additions will apply from the date determined by the User to Agreement(s) concluded after that date. The changes and/or additions will apply to existing Agreements concluded with the Supplier from the date determined by the User, but not before the User has provided the Supplier with the amended and/or supplemented General Purchasing Terms and Conditions in writing.
- 26.2 If the Supplier subsequently informs the User in writing, by registered letter, within fourteen days after the aforementioned delivery, that the Supplier does not accept the changes and/or additions, the User has the right, at its option, to either terminate the Agreement prematurely or to terminate this Agreement to continue unchanged on the old Terms and Conditions. If the Supplier does not inform the User within the aforementioned period of fourteen days that the Supplier does not accept the changes and/or additions, the Supplier is deemed to have accepted them, so that they form part of the Agreement then in force between the Parties.

#### **Article 27 | GOVERNING LAW AND CHOICE OF FORUM**

- 27.1 The Agreement is governed by and must be interpreted in accordance with Dutch law.
- 27.2 Nothing in these General Purchasing Terms and Conditions and/or the Agreement concluded between the User and the Supplier affects any legal rights of the User.
- 27.3 The United Nations Convention on the International Sale of Goods (Vienna Sales Convention) does not apply.
- 27.4 With regard to the interpretation of international trade terms, the "Incoterms 2000" as compiled by the International Chamber of Commerce in Paris (I.C.C.) apply. If the I.C.C. replaces the Incoterms 2000, the replacement rules will apply to the interpretation of international trade terms.
- 27.5 Disputes between Parties that have not been settled amicably will be submitted exclusively to the court of The Hague, unless the law declares another forum mandatory and exclusively competent.