

GENERAL PURCHASING CONDITIONS OF KONINKLIJKE MOSA BV

Version: 2020

Article 1. Definitions and applicability

- 1.1 In these general purchasing conditions, 'Mosa' means Koninklijke Mosa BV, entered in the Dutch Trade Register under number 14600086, or its relevant affiliated company.
- 1.2 These general purchasing conditions apply to all of Mosa's requests for offers, all offers made to Mosa, all engagements entered into and orders placed by Mosa and all agreements with Mosa regarding services to be supplied to Mosa or goods to be sold and delivered to Mosa, including ICT services and secondment agreements.
- 1.3 These general purchasing conditions apply to the exclusion of any general terms and conditions used by the other party (referred to below as 'the Supplier'). The applicability of general terms and conditions relied on by the Supplier is hereby expressly rejected.
- 1.4 Any stipulations deviating from these conditions may be invoked by the Supplier only if and to the extent that Mosa has accepted them in writing.
- 1.5 A Supplier to whom these general purchasing conditions apply once under an agreement, agrees that these general purchasing conditions will also apply to all subsequent agreements between the Supplier and Mosa, unless agreed otherwise in writing.
- 1.6 If a conflict occurs, obligations that have been specially agreed in writing will prevail over these general purchasing conditions.

Article 2. Offers and agreements

- 2.1 The Supplier will bear any costs incurred in connection with an offer.
- 2.2 Mosa will be bound by the terms of its purchase order or engagement, if the Supplier accepts this in writing within three working days of it being sent, unless the terms of the engagement stipulate a different deadline for acceptance.
- 2.3 The agreement ends as soon as the purchase order or engagement has been completed, unless agreed otherwise in writing by Mosa. Tacit extensions do not apply.
- 2.4 Mosa may amend the agreement. The agreed payment will be adjusted in proportion to the amendment. This may be done after factoring in any reduction in the work, to the extent it has not already been performed, as well as any other cost savings.
- 2.5 These general conditions apply in full to any amendments to the agreement.
- 2.6 Oral promises or arrangements made with Mosa's staff or representatives will be binding on Mosa only once and to the extent that Mosa has confirmed them in writing.

Article 3. Prices and payment

- 3.1 All prices are fixed, or based on a pre-agreed formula for the term of the agreement and include all costs (including but not limited to the costs of packaging, inspections, documentation, transport and delivery at the place designated by Mosa) relating to the fulfilment of the Supplier's obligations.
- 3.2 If the Supplier wishes to alter its prices, it must consult with Mosa. Mosa may reject a proposed change to an agreed price, regardless of whether the proposal must be regarded as reasonable.
- 3.3 Unless the parties have agreed that invoices will be sent for partial deliveries, the Supplier may invoice the agreed price to Mosa only once it has complied with all its obligations under the agreement, after which Mosa will pay within 60 days of receipt of the invoice. Mosa is not obliged to but may make use of a payment discount. An invoice must be accompanied by a specified, sufficiently detailed statement of what the Supplier is charging and specify the agreement number. Invoices for hours worked must be accompanied by man-hour statements signed by Mosa for approval. If third-party costs or fees are passed on, a copy of the third party's invoice must be enclosed.

- 3.4 Mosa is entitled to suspend the payment of an invoice and/or to set off the invoices it owes against claims that it has against the Supplier, whether or not due and payable. The Supplier waives any right to set off any amounts it owes against any amounts it may be owed and to suspend its obligations.
- 3.5 If advance payment has been agreed, Mosa may require the Supplier to provide adequate security, such as an unconditional bank guarantee payable on first demand.
- 3.6 Mosa's payment will not release the Supplier from its warranty obligations or liability under the agreement or by law. Mosa reserves the right to lodge complaints regarding goods, services and invoices it has paid. Payment by Mosa does not in any way constitute an acknowledgement of the underlying payment obligation or the waiver of any right.
- 3.7 If the Supplier fails to perform on time, it is always obliged to compensate Mosa for all judicial and extrajudicial collection costs that it reasonably incurs, which will at least include the costs of collection agencies, as well as the actual costs and fees of bailiffs and lawyers, even if these costs exceed the procedural costs awarded in court.

Article 4. Intellectual and industrial Property

- 4.1 The intellectual and industrial property rights to all items, data and information, including documentation, designs, drawings, photographs and specifications that Mosa provides to the Supplier belong to Mosa or its licensors.
- 4.2 Unless agreed otherwise, the intellectual and industrial property rights to all goods and designs produced on Mosa's instructions or as part of the Supplier's performance of its agreement with Mosa (whether or not in collaboration with Mosa), will belong to Mosa. If any act is required for the assignment of these rights to Mosa, the Supplier will cooperate immediately on Mosa's request.
- 4.3 Documentation, drawings, packaging, labels, manuals and other items accompanying the goods or services to be supplied to Mosa constitute an integral part of the agreement and will be delivered to Mosa simultaneously with the relevant goods or services.
- 4.4 Mosa will always be entitled to alter and/or adjust the goods or their appearance, even if the parties have agreed that the intellectual or industrial property rights regarding all or part of the goods or services supplied belong to the Supplier.
- 4.5 The Supplier warrants to Mosa that the use of the goods or services supplied will not infringe any industrial or intellectual property right belonging to a third party and indemnifies Mosa against any third-party claims for the infringement or alleged infringement of such intellectual and industrial property rights. The Supplier indemnifies Mosa against all costs that Mosa may incur (liability to pay damages, costs of legal proceedings, costs of legal representation, etc.) if Mosa is sued for an infringement or alleged infringement of the intellectual or industrial property rights a third party owns in respect of the goods or services supplied.
- 4.6 On request, the Supplier will grant Mosa access to the software that it cannot access and which is part of the delivery. Mosa must ensure that this access does not infringe the intellectual and industrial property rights that belong to the Supplier. If Mosa so requires, the Supplier will cooperate in creating an escrow arrangement for the software source code that forms part of the delivery, in order to ensure continuity for Mosa, for example if the Supplier is declared bankrupt or put into liquidation.

Article 5. Inspection and approval

- 5.1 Mosa is not obliged to perform a quality check. If Mosa does inspect the goods and/or services or subject them to an acceptance procedure, this will not relieve the Supplier of any of its warranty or liability obligations. The Supplier may never use the fact that a check has been performed as a defence to a claim by Mosa.

- 5.2 Mosa may require the Supplier to submit all items, designs, packaging, calculations, specifications, etc. relating to performing the agreement to Mosa for its approval, and the Supplier must comply with such requirements. If such requirements are imposed, the Supplier may start performing the agreement only after receiving Mosa's approval to do so, without prejudice to the commencement date of the delivery period under Article 16.2. Mosa's approval will not relieve the Supplier of its warranty or liability obligations.
- 5.3 Mosa may at all times, either before, during or after the supply or delivery of the goods and/or services to be supplied or delivered, inspect, approve or check them or cause them to be inspected, approved or checked. For this purpose, the Supplier will grant access to the places where the goods are manufactured or stored and agrees to cooperate with any inspections, checks and/or tests that Mosa wishes to carry out. Mosa may at any time require a sample or prototype at the Supplier's expense.
- 5.4 The Supplier will provide Mosa with a copy of any inspection or other reports in its possession relating to the goods and/or services to be supplied.
- 5.5 The Supplier is obliged to provide all necessary cooperation, facilities and information required for an inspection, approval or test. If Mosa so requires, the inspection, approval and/or test will be carried out at the Supplier's expense by a research institute designated by Mosa.
- 5.6 The inspection, approval, check and/or test does not constitute acceptance of any risk by, or the transfer of any risk to, Mosa.
- 5.7 If Mosa establishes through any inspection, approval and/or test that the goods, services or work supplied are not in accordance with what has been agreed, or if it is probable that will not be the case upon the completion of the manufacture and/or work, Mosa will inform the Supplier of that fact. Without prejudice to the other provisions of these conditions, the Supplier will then take all measures necessary to perform the agreement within five working days. If the Supplier fails to comply with this obligation within the period specified in this article, Mosa may acquire the goods and/or services from a third party, take measures itself, or have measures taken by a third party at the Supplier's expense and risk. Mosa may return the rejected goods at the Supplier's expense or retain them at the Supplier's risk and expense. Mosa may demand delivery of new goods that satisfy the terms of the agreement, without prejudice to its right to claim damages or dissolution.

Article 6. Confidentiality

- 6.1 The Supplier must treat as strictly confidential all information that it acquires in the context of an offer or the performance of an agreement, as well as all information that it could reasonably be expected to realise is secret or confidential.
- 6.2 The Supplier is expressly prohibited from publishing, using for promotional purposes or going public with photographs or other images of the specific items or work produced for Mosa or of the items provided to it by Mosa, unless Mosa has given its prior written consent for that purpose. The Supplier is further prohibited from using the name of Mosa, brand names, slogans or its logos (whether or not as a reference), unless Mosa has given its prior written consent for that purpose.

Article 7. Personal data

- 7.1 The Supplier warrants that it will comply during the performance of the agreement with all applicable laws and regulations relating to the protection of personal data within the meaning of the GDPR, including the underlying basic principles, such as data minimisation and purpose limitation. The Supplier uses appropriate technical and organisational security measures to protect personal data against loss, unauthorised access and other unlawful processing, and imposes identical obligations on its subcontractors. The Supplier indemnifies Mosa against any loss, harm, penalties, costs and claims from third parties relating to its failure to comply with the provisions of this article.

Article 8. Termination and dissolution

- 8.1 Mosa may always terminate the agreement with written notice to the Supplier. Mosa must observe a maximum notice period of three months for a long-term agreement. The termination does not entitle the Supplier to compensation for loss, harm or costs in connection with the termination or premature termination of the agreement or relationship between the parties.
- 8.2 Mosa may terminate the agreement immediately, without observing any notice period, by giving written notice to the Supplier, if the Supplier performs the agreement in breach of a statutory provision, seriously violates the law or is convicted of a criminal offence.
- 8.3 Mosa will be entitled to dissolve the agreement in whole or in part with immediate effect by providing a written statement to that effect and with no notice of default required if:
- the Supplier fails to fulfil one or more of its contractual obligations, or fails to fulfil them timely or properly, including the business ethics regulations applied by Mosa, such as its Code of Conduct, and compliance with relevant laws and regulations; or if one or more of the Supplier's employees commit fraud or other ethically dubious acts during the performance of the Agreement;
 - the Supplier is declared bankrupt or a petition is filed for that purpose, requests a provisional or final suspension of payments, proceeds to liquidate its business, becomes subject to the statutory debt-restructuring regime [WSNP], proposes a composition or in some other way appears to be insolvent;
 - a serious breach of trust occurs between Mosa and the Supplier;
 - an attachment is levied on all or part of the Supplier's assets;
 - changes in the ownership or control of the Supplier's business occur.
- 8.4 Mosa will never be liable to pay damages if it dissolves the agreement. The Supplier indemnifies and must hold Mosa harmless for all third-party claims that arise through or in connection with the dissolution.

Article 9. Prohibition on outsourcing and assignment

- 9.1 The Supplier is prohibited from transferring or outsourcing all or part of the performance of the agreement to third parties unless Mosa has consented in writing to this in advance.
- 9.2 The Supplier is not permitted to assign to third parties or encumber any claims that it has against Mosa. By means of this stipulation, the assignability of the Supplier's claims is excluded within the meaning of Section 3:83, paragraph 2 of the Dutch Civil Code.

Article 10. Force majeure

- 10.1 If the Supplier is unable to fulfil one or more of its obligations towards Mosa due to force majeure as referred to in Section 6:75 of the Dutch Civil Code, and the force majeure lasts longer than 14 days, Mosa may terminate the part of the agreement that has not been performed, or the agreement itself, with immediate effect and without having to pay damages. Shortcomings of, or disputes with third parties (including government bodies), personnel or material shortages or strikes do not constitute force majeure of the Supplier

Article 11. Liability and damages

- 11.1 The Supplier is liable for all loss or harm, regardless of its nature or cause, incurred by Mosa and/or third parties, including persons and businesses employed by Mosa, in connection with the work or items supplied by the Supplier, acts and/or omissions of the Supplier, its employees, subcontractors and/or suppliers.
- The Supplier will indemnify Mosa against any claims of third parties, including Mosa's employees, who incur the aforementioned loss or harm, including any product liability claims made by any third parties. The Supplier must take out insurance against the aforementioned risks, losses and harm through a reputable insurer. The Supplier must provide Mosa with proof of such insurance and its continuation immediately on Mosa's request.



- 11.2 If Mosa causes loss or harm to the Supplier or its auxiliary persons, its liability will be limited to direct damage and capped at the amount covered by its business liability insurer. If the insurance does not provide cover, Mosa's liability will be limited to EUR 5,000 per event and EUR 10,000 per year. The limitations in this paragraph do not apply if Mosa acts with intent or wilful recklessness

Article 12. Activities at Mosa's locations

- 12.1 The Supplier will strictly observe Mosa's safety instructions at Mosa's locations, consisting of Mosa's regulations and instructions that apply at those locations. The Supplier and its employees will be subject to a zero tolerance policy in relation to the use of alcohol and drugs, including soft drugs, and will be refused further access to Mosa's sites if such use is discovered. Failure to comply with these requirements and instructions will constitute sufficient reason for Mosa to deny the Supplier further access to Mosa's sites.
- 12.2 Mosa accepts no liability whatsoever with regard to the employees and/or third parties that the Supplier engages to perform the agreement. The Supplier moreover indemnifies Mosa against all and any liability in this regard.
- 12.3 The Supplier must arrange adequate insurance for the performance of work at Mosa's locations. The Supplier must at least take out contractors' all risks insurance (CAR) insurance.
- 12.4 In addition to these conditions, the following conditions, which are available for inspection at Mosa's sites and will be sent immediately on request, will apply to the performance of work or delivery of materials on or to Mosa's sites and/or in or to Mosa's buildings:
- General Order Definitions;
 - Personal safety Passport.

Article 13. Ethics

- 13.1 The Supplier is aware that Mosa attaches great importance to ethics and it endorses Mosa's standards and values.
- 13.2 The Supplier warrants that it complies with all relevant laws and regulations worldwide, including the UK Bribery Act. The Supplier will ensure that its employees or auxiliary persons do not offer or provide gifts or favours of any nature whatsoever to Mosa's employees or representatives with a view to influencing recipients such that they act contrary to their assigned authority or Mosa's interests.
- 13.3 The Supplier confirms it is familiar with Mosa's Code of Conduct and guarantees that it will always observe the most recent version of that Code.

Article 14. Applicable law and competent court

- 14.1 All agreements between Mosa and the Supplier will be governed exclusively by Dutch law.
- 14.2 The applicability of the 1980 UN Convention on Contracts for the International Sale of Goods (CISG; Vienna Sales Convention) is hereby expressly excluded.
- 14.3 Any disputes between Mosa and the Supplier will be settled by the competent court of the judicial district where Mosa has its registered office, to the exclusion of all other courts, unless another Dutch court has absolute subject-matter jurisdiction. Notwithstanding this provision, Mosa may approach the court of the district in which the Supplier's residence and/or registered office is located.

Purchase of goods

Article 15. General

- 15.1 In addition to the general provisions in Articles 1-14, Article 15-17 also apply to the extent that the relationship between Mosa and the Supplier involves goods to be purchased or already purchased by Mosa or through the Supplier. If there is any conflict with other articles in these general purchasing conditions, Articles 15-17 will prevail.

Article 16. Delivery

- 16.1 The Incoterms in effect when the agreement is concluded will be decisive for the meaning of the transport and delivery terms used by Mosa and the Supplier. Unless agreed otherwise in writing, delivery by Dutch suppliers is 'delivered at place' (ICC Incoterms 2020) to the address designated by Mosa and by other suppliers 'delivery duty paid' (ICC Incoterms 2020) to the address designated by Mosa.
- 16.2 The delivery period starts on the date on which the agreement is concluded or the date on which Mosa has provided the Supplier with the tools necessary to commence performing the agreement, whichever is later. If the delivery period is exceeded, the Supplier will be in default, without notice of default being required, and forfeit an immediately due and payable penalty to Mosa of 3.5% of the invoice value for each week of delay. This does not affect Mosa's right to full compensation and specific performance.
- 16.3 The Supplier will deliver the goods, or take them to be shipped, to the agreed location(s) in the manner specified in the order or subsequently indicated by Mosa. If the order does not specify a delivery location and Mosa does not indicate otherwise, the Supplier must deliver the goods to Mosa. Ownership of delivered goods passes by law to Mosa when they are placed under Mosa's physical control.
- 16.4 If Mosa is unable to take delivery of the presented goods, for whatever reason, the Supplier will, at its risk and expense and for a period to be agreed later, store and keep the goods such that their integrity is ensured and the required level of quality maintained.
- 16.5 Mosa may always determine the order of deliveries and adjust them according to the progress of its work, even if the agreement specifies a different delivery order.
- 16.6 If the Supplier cannot render its contractual performance, or cannot do so on time, it must notify Mosa of that fact immediately.
- 16.7 If all of the goods cannot be delivered on the agreed date, and Mosa dissolves the agreement as a result, Mosa may also invoke this dissolution in relation to the goods the Supplier has already supplied under the same agreement if those goods can no longer be used as a result of the non-delivery or late delivery of the other goods.
- 16.8 The goods to be delivered must be properly packaged. The Supplier will be liable for any damage caused by insufficient or improper packaging and for any damage to or destruction of the packaging.
- 16.9 The Supplier will be responsible for the goods to be delivered while the order is being executed, including during the transport back and forth, unloading, and the period following delivery insofar as the Supplier is performing more work. The goods must also be insured against all loss or harm, of any nature, throughout this period. The Supplier must provide Mosa with proof of such insurance and its continuation immediately on Mosa's request.

Article 17. Warranty

- 17.1 The Supplier warrants that the goods supplied will be consistent with the agreed specifications, features and requirements, or, if no agreements have been made in this regard, with the specifications, features and requirements usually stipulated with regard to such goods. Specifically, the Supplier warrants that the:
- quantity, description, services and quality are consistent with the stipulations in the engagement;
 - goods are manufactured from first-class materials;
 - goods are similar in every respect to the samples or prototypes provided by Mosa;
 - goods satisfy the statutory requirements applicable in Europe and/or other governmental requirements;
 - goods are suitable for their intended purpose.
- 17.2 The Supplier warrants the soundness of the goods supplied for a period of at least 12 months after delivery or from such later date as the goods are put into use. After this warranty period expires, the Supplier will continue to be liable for the goods' lack of soundness (or the consequences thereof) due to a conflict with the warranty set out in Article 17.1.
- 17.3 Without prejudice to the provisions of Article 9, the Supplier indemnifies Mosa against all claims relating to any tangible or intangible harm ensuing from a defect in any goods supplied by the Supplier, all in the broadest sense, and therefore including packaging, documentation, etc., and the Supplier must therefore reimburse Mosa for any resultant loss, harm or fees incurred by Mosa.
- 17.4 In consultation with Mosa, the Supplier will either remedy any defects observed in the goods or replace the goods supplied.
- 17.5 If the Supplier fails to meet its warranty obligations properly and/or fails to do so on time, including in circumstances that Mosa considers urgent, Mosa will be entitled to perform any activities, or cause any such activities to be performed, that it considers necessary in order to remedy such failure, all at the Supplier's risk and expense. Mosa will notify the Supplier of this fact as soon as possible.
- 17.6 The warranties referred to in Articles 17.1 and 17.2 will also apply to any replacements and/or repairs performed by the Supplier.
- 17.7 The Supplier will always issue a written guarantee certificate immediately on Mosa's request.

Purchase of services

Article 18. General

- 18.1 In addition to the general provisions in Articles 1-14 and the specific provisions on the purchase of goods, Articles 18-21 also apply to the extent that the relationship between Mosa and the Supplier involves services to be purchased by Mosa or through the Supplier. If there is any conflict with other articles in these general purchasing conditions, Articles 18-21 will prevail.

Article 19. Performance

- 19.1 The Supplier must perform the work accurately, fully and in accordance with the agreement, and by assigning professional and expert personnel as needed. The Supplier must ensure that it provides adequate management and supervision.
- 19.2 The Supplier must perform the engagement within the agreed period, if applicable in accordance with a schedule that Mosa has approved in writing. If the Supplier exceeds this period, it will be in default without any notice of default being required. If a penalty is agreed for exceeding the period, this will not affect Mosa's right to claim full damages.
- 19.3 Charges for contract extras will be invoiced only if Mosa has placed a prior separate order for those contract extras.

- 19.4 As soon as the Supplier believes it has completed its performance, it will notify Mosa in writing. Mosa will then notify the Supplier whether it accepts the performed work. A signed workslip or Mosa's use of the work may not be interpreted as acceptance of that work. Acceptance by Mosa does not relieve the Supplier from any warranty or liability obligations.
- 19.5 Mosa may always determine the order in which the Supplier is to perform the work and adjust that to the progress of its own work, even if the agreement specifies a different order of performance.
- 19.6 Mosa may always dissolve the agreement prematurely or suspend its performance, either in whole or in part. In that case, the Supplier will not be entitled to any damages or other form of compensation other than payment for the work that has already been performed by that date.
- 19.7 If the Supplier cannot render its contractual performance, or cannot do so on time, it must notify Mosa of that fact immediately.
- 19.8 If and insofar as the work is performed on-site at Mosa, the work must be performed during the prevailing working hours at that site. The Supplier must perform work outside these hours immediately on Mosa's request. Time spent travelling and waiting does not count as hours worked, and may be charged to Mosa only if Mosa has given its prior written consent for this purpose.
- 19.9 The Supplier must at all times, and at its own expense, ensure that it has obtained any permits, exemptions, inspections, etc. that are required for performing the agreement.
- 19.10 The Supplier warrants to Mosa that the Supplier will remit, in full and on time, any taxes and social security contributions relating to the work performed or to be performed by the Supplier, and indemnifies Mosa in this regard.

Article 20. Safety

- 20.1 The Supplier is obliged to comply with statutory health and safety regulations and to ensure that the persons it entrusts with performing and supervising the work also comply with those rules, without this giving rise to any costs or additional costs for Mosa.
- 20.2 If Mosa so requests, the Supplier must provide Mosa with a written statement of the personal details of any personnel who are or will be involved in performing the work.
- 20.3 At Mosa's request, any staff wishing to access or stay on Mosa's sites and/or in its buildings or the work sites must be able to identify themselves by presenting valid proof of identity.
- 20.4 Mosa may deny persons access to its sites and/or buildings or require the Supplier to immediately remove these persons from its sites and/or buildings if it finds these persons unsuitable to perform their duties, if these persons misbehave in such a way that Mosa believes they cannot remain on the site and/or in the buildings, if Mosa believes that safety considerations demand that the persons cannot be admitted to the sites and/or buildings, or if these persons otherwise act contrary to an obligation under the agreement with the Supplier.

Article 21. Warranty

- 21.1 The Supplier warrants that the result envisaged under the engagement will be achieved and Mosa's standards will be met. The Supplier warrants that the materials, designs, guidelines, etc., that it provides or prescribes to Mosa, or which it advises Mosa to use, will be sound and appropriate.
- 21.2 The Supplier warrants the accuracy and soundness of any advice it provides.
- 21.3 Without prejudice to the provisions of Article 9, the Supplier indemnifies Mosa against all claims relating to any tangible or intangible loss or harm ensuing from a defect in the work that the Supplier performs or in the services that the Supplier renders.
- 21.4 The Supplier warrants that the work will be performed in accordance with and in satisfaction of all applicable governmental requirements. The Supplier will always bear any expenses associated with meeting these requirements, as well as any penalties or losses that are the consequence of its failure to meet such requirements, even if Mosa initially bears these costs.

Purchase of ICT services

Article 22. General

22.1 In addition to the general provisions in Articles 1-14 and the specific provisions on the purchase of goods and services, Articles 22-26 also apply to the extent that the relationship between Mosa and the Supplier involves ICT services, software applications, IaaS and/or IoT applications to be purchased by Mosa or through the Supplier. If there is any conflict with other articles in these general purchasing conditions, these articles will prevail over the articles for the purchase of services, while the articles for the purchase of services will prevail over the general articles.

Article 23. Software applications

23.1 To determine Mosa's intended use of the ICT services, the Supplier has sufficiently familiarised itself with the feasibility of Mosa's objectives, its organisation and existing systems.

23.2 The Supplier will give Mosa the opportunity to perform a technical and functional acceptance test, to be determined by Mosa prior to commissioning (if necessary after linking it to Mosa's systems to test the proper functioning within its own environment), and provide all necessary cooperation in this respect. The Supplier will rectify any errors or imperfections revealed during this test free of charge and offer Mosa the opportunity to test whether the rectification measures are adequate. Mosa may withhold at least 10% of the agreed fee until it has definitively accepted the ICT Services.

Article 24. Free use

24.1 Unless expressly agreed otherwise in writing, Mosa's free use of ICT services within its entire organisation (and those of its affiliated companies) by an unlimited number of users and continuous availability will not be subject to any restrictions. Mosa is authorised to make copies of software for testing, development and security purposes.

Article 25. Customised software

25.1 If customised software has been developed for Mosa, the Supplier will provide Mosa, immediately on Mosa's request and free of charge, with all the programme instructions in their original programming language, including the accompanying documentation, such that a programmer who has knowledge and experience of the programming method and technique used can use them to change the software.

25.2 The Supplier will continue to facilitate the use of the ICT services with further customised or standard development, support and maintenance services as long as Mosa requires.

25.3 If Mosa so requires, the Supplier will cooperate in creating an escrow arrangement for the software source code to ensure continuity for Mosa.

Article 26. Termination

26.1 Mosa may always terminate the purchase of an ICT service with due observance of a three-month notice period without any buyout payment or damages. The Supplier will provide all necessary cooperation for migration to a subsequent service provider and, if Mosa so requires, create the necessary links to the subsequent service provider's systems or, if Mosa so wishes, immediately provide it with the data processed for Mosa in a file format chosen by Mosa, free of additional charge.

Secondment

Article 27. General

- 27.1 In addition to the general provisions in Articles 1-14 and the specific provisions on the purchase of goods and services, Articles 27-29 also apply to the extent that the relationship between Mosa and the Supplier relates to personnel to be hired by Mosa or through the Supplier on a secondment basis. If there is any conflict with other articles in these general purchasing conditions, these articles will prevail over the articles for the purchase of services, while the articles for the purchase of services will prevail over the general articles.

Article 28. Nature of the agreement

- 28.1 If Mosa requires extra staffing support, the Supplier will provide a third party who is suitable, capable and willing to perform the work for Mosa.
- 28.2 The third party will remain contractually bound to the Supplier for the duration of the engagement.
- 28.3 The Supplier will always arrange for a replacement in case of absence.
- 28.4 The Supplier will fulfil its obligations under the agreement between it and the third party as the client of the third party. In that context, it will attend to payment of salary, etc.
- 28.5 The Supplier will ensure that the third party is bound by all obligations agreed between the Supplier and Mosa and by the rules and protocols that apply at Mosa's locations.
- 28.6 Mosa may always terminate a secondment with immediate effect. The Supplier will always give Mosa at least one calendar month's advance notice of a termination of the secondment, to give Mosa the opportunity to arrange for a replacement in good time.

Article 29. Liability

- 29.1 The Supplier indemnifies Mosa against any claim from one or more third parties that may arise through or in connection with performing the secondment agreement for whatever reason. The Supplier indemnifies Mosa against claims relating to tax and social security contributions in connection with the secondment and, if necessary and applicable, will present to Mosa and sign a model agreement approved by the Dutch Tax and Customs Administration.
- 29.2 The Supplier is liable for loss or harm resulting from the acts of the secondee during or in connection with performing work as part of the secondment, insofar as the secondee has acted contrary to instructions given by Mosa.

Mosa.

Filed with the Limburg Chamber of Commerce under number 14600086

Koninklijke Mosa BV, version October 2020

Koninklijke Mosa B.V.
On behalf of the Management Board,

**Signed for approval in relation to all future
services and deliveries by the authorised
signatory in accordance with the Trade
Register**

Signature:



L.C.M.A. van Lil

CFO

Koninklijke Mosa BV

Chamber of Commerce no.: 14600086

Date: _____

Signature:

Name: _____

Position: _____

Company: _____

Chamber of Commerce no.: _____

Date: _____

