



GENERAL TERMS AND CONDITIONS OF PURCHASE

KLINGER B.V.

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CHAPTER 1 | GENERAL PROVISIONS

ARTICLE 1 | DEFINITIONS

For the purpose of these general purchasing conditions, the following definitions shall apply:

1. **Agreement:** any Agreement in Writing between Supplier and KLINGER aimed at the delivery of Goods or the performance of Services, including a continuing performance Agreement;
2. **Affiliated Organisations:** all other companies, enterprises and legal entities using these General Terms and Conditions of Purchase because KLINGER Group B.V. directly or indirectly owns 50% (fifty) or more of the nominal value of the issued share capital or 50% (fifty) or more of the voting rights at general meetings or is authorised to appoint a majority of the directors or otherwise direct the activities of such a company, enterprise or legal entity;
3. **Carriage Paid delivery:** Delivery where the Supplier bears the risks and costs, including duties, taxes and other levies associated with the delivery of the Goods;
4. **Framework Agreement:** an Agreement between Supplier and KLINGER for the purpose of laying down the terms of Engagements for a specified term;
5. **General Terms and Conditions of Purchase:** these General Terms and Conditions of Purchase;
6. **Goods:** the tangible objects to be delivered (including software), including their assembly and/or installation;
7. **KLINGER:** the company as defined in article 2 of these General Terms and Conditions of Purchase;
8. **Order:** one or more Order(s) from KLINGER to Supplier concerning a delivery of a Good or the performance of a Service;
9. **Party(ies):** contracting parties to the Agreement, being Supplier and KLINGER.
10. **Purchase Order:** confirmation from KLINGER to Supplier for the purchase of Goods or Services;
11. **Services:** the work to be performed by Supplier on behalf of KLINGER based on the Agreement;
12. **Supplier:** the Party that, pursuant to the Agreement, performs Services for KLINGER and/or delivers Goods to KLINGER;
13. **Third Parties:** any natural or legal person who is not a party to the Agreement;
14. **Written/in Writing:** by e-mail or by post.

ARTICLE 2 | IDENTITY OF KLINGER

- » Name company: KLINGER B.V.
- » Street name and number: Nikkelstraat 2
- » Postal code and city: 3067 GR, Rotterdam
- » Chamber of Commerce no.: 24127869

ARTICLE 3 | APPLICABILITY

- 3.1 These General Terms and Conditions of Purchase apply to all requests, offers, Agreements and other (legal) acts relating to the supply of Goods and/or the performance of Services.
- 3.2 The applicability of any other (delivery) conditions of Supplier and/or Third Parties is explicitly rejected.
- 3.3 Deviating stipulations and any terms and conditions of the Supplier shall only apply if and insofar as KLINGER has expressly agreed to them in Writing. The Supplier cannot derive any future rights from Written deviations from these General Terms and Conditions of Purchase.
- 3.4 If any provision of these General Terms and Conditions of Purchase is null and void or is annulled, the other provisions of these General Terms and Conditions of Purchase shall remain in full force and the Supplier and KLINGER shall enter into consultations in order to agree on new provisions to replace the null and void or annulled provisions, taking into account as much as possible the object and purport of the void or annulled provisions.
- 3.5 If and insofar as there is any discrepancy between the Dutch text of the General Terms and Conditions of Purchase and any translation thereof, the Dutch text shall prevail at all times.
- 3.6 KLINGER is entitled to unilaterally amend or supplement these General Terms and Conditions of Purchase. In that case KLINGER shall notify the Supplier of the amendments or additions in a timely manner. There will be at least 30 (thirty) days between this notification and the coming into force of the amended or supplemented Terms and Conditions.

ARTICLE 4 | CONCLUSION OF THE AGREEMENT

- 4.1 If the Supplier makes a Written or oral offer, the Agreement shall only be established by a Written acceptance by KLINGER.
- 4.2 If the Supplier has not made a Written or oral offer, the Agreement shall come into effect by the Supplier accepting a Written Order from KLINGER in Writing within fourteen (14) days from the date of the Order.
- 4.3 All quotations are non-binding and may be revoked by Klinger at any time. Unless otherwise agreed in Writing, offers shall remain valid for 30 (thirty) days from the date of issue, after which they shall automatically expire without further notice.
- 4.4 Supplier and KLINGER shall bear their own costs of the negotiations, documentation, preparation, and expertise required therefor.
- 4.5 The Supplier cannot derive any legitimate expectation that an Agreement will be concluded based on an invitation to submit an offer or engage in negotiations regarding an Order.
- 4.6 The offer made by the Supplier is irrevocable for the period stated in the offer. If no term is stated in the offer, the offer shall be valid for a term of sixty (60) days.
- 4.7 In the case of a Framework Agreement, an Agreement shall come into effect each time the Purchase Order of KLINGER for (partial) performance of the Order, within the framework of the Framework Agreement, has been sent by KLINGER.
- 4.8 If KLINGER has already provided the Supplier with a copy of the General Terms and Conditions of Purchase in previous Orders, or if KLINGER has informed the Supplier where the General Terms and Conditions of Purchase are available for inspection, the Supplier shall be deemed to have taken cognisance of the General Terms and Conditions of Purchase. A Supplier who has previously contracted with KLINGER on the basis of these General Terms and Conditions of Purchase, agrees to their applicability to all subsequent Agreements between the Parties.
- 4.9 All Agreements are entered into subject to the issue of a Purchase Order ('PO'). If KLINGER does not issue a PO within 6 (six) months after signing the Agreement, KLINGER may terminate the Agreement without giving further reasons and without liability, unless the Agreement has already been performed with KLINGER's active cooperation.

ARTICLE 5 | TERM, TERMINATION, AND DISSOLUTION OF THE AGREEMENT

- 5.1 An Agreement is entered into for an indefinite term, unless the Parties have agreed on an Agreement for a definite period of time in Writing.
- 5.2 If an Agreement is entered into for a definite period of time, it will be automatically renewed by 1 (one) year each time by the end of the term, subject to notice.
- 5.3 Each Party may terminate an Agreement of indefinite duration in Writing at any time, subject to a notice period of at least 3 (three) months.
- 5.4 A termination as referred to in paragraph 2 can only take place up to 1 (one) month before the end of the agreed term. Such termination shall only ensure that the Agreement is not (tacitly) renewed.
- 5.5 If, after termination of a current Agreement, the Parties enter into negotiations about a new Agreement to be concluded and the Supplier continues the delivery of Goods and/or the performance of Services after the end of the terminated Agreement, the provisions of the General Terms and Conditions of Purchase and of the terminated Agreement shall remain in force between the Parties until the provisions of the new Agreement shall apply between the Parties.
- 5.6 KLINGER shall be entitled, at its discretion, to suspend the Agreement in whole or in part with immediate effect without further notice of default, or to rescind the Agreement in whole or in part in Writing, without being liable to pay any compensation, in case of:
 - a. suspension of payments or declaration of bankruptcy of the Supplier or an application to that effect;
 - b. the Supplier being placed under guardianship or administration;
 - c. sale or termination of the business or death of Supplier;
 - d. revocation of permits of the Supplier necessary for the performance of the Agreement;
 - e. full or partial seizure of the assets or a significant part of the Supplier's business assets or Goods intended for the performance of the Agreement;
 - f. the fact that the Supplier fails to fulfil one or more obligation(s) under the Agreement and/or these General Terms and Conditions of Purchase or fails to do so in full.
- 5.7 Obligations under the Agreement or the General Terms and Conditions of Purchase which by their nature are intended to continue even after the end of the Agreement shall remain in full force even after the end of the

Agreement, regardless of the manner or reason for termination.

ARTICLE 6 | PRICE

- 6.1 The prices included in the Agreement for the delivery of Goods and/or performance of Services are binding and final. Unless expressly agreed otherwise in Writing, these prices are not subject to any (price) adjustments or changes.
- 6.2 All agreed prices are inclusive of all costs and charges, including but not limited to costs of packaging, loading, transport, installation, unloading of Goods, insurances, administration, accommodation of persons, travel costs and travel time. Additional costs not expressly accepted in Writing by KLINGER prior to the Order shall not qualify for reimbursement.
- 6.3 All agreed prices are exclusive of Value Added Tax (VAT), but include all other government-imposed taxes, excise duties and levies.
- 6.4 The agreed prices are in euros unless the Parties agree otherwise In Writing.

ARTICLE 7 | INVOICING AND PAYMENT

- 7.1 Invoicing of Goods shall take place after the Goods have been delivered and received in good order, unless otherwise agreed In Writing.
- 7.2 Invoicing of Services performed during the term of the Agreement shall take place by means of a monthly itemised justification to be submitted to KLINGER by the Supplier in arrears on a billable basis, unless agreed otherwise In Writing. This itemised justification shall always be approved by KLINGER prior to invoicing.
- 7.3 Invoices shall be in accordance with the Order, the quantity of Goods delivered or Services performed, and with the requirements applicable under the law and shall in any case state:
 - a. the delivery address;
 - b. the delivery date;
 - c. the net price of the Goods or Services;
 - d. Supplier's address details in accordance with the Chamber of Commerce;
 - e. the name of the purchaser/contact person and/or cost centre at KLINGER;
 - f. the PO number;
 - g. the invoice date;
 - h. the description and quantity of the Goods or Services invoiced;
 - i. the invoice amount per invoice line and total;
 - j. VAT (itemised by VAT type);
 - k. the bank account number;
 - l. the Swift/IBAN number;
 - m. the VAT number.
- 7.4 Payment of the Service performed or the Good received shall be made within 60 (sixty) days after receipt of a properly specified invoice or, if later, within 60 (sixty) days after delivery and acceptance of the result in a manner to be determined by KLINGER. A payment discount of 1% (one) shall apply if the invoice amount is paid within 30 (thirty) days after receipt of the invoice by KLINGER.
- 7.5 KLINGER shall in any case be entitled to suspend payment of an invoice in full or in part, if:
 - a. KLINGER is of the opinion that the Goods delivered and/or Services performed do not (entirely) comply with the Agreement and/or there is otherwise a shortcoming in Supplier's performance of the Agreement;
 - b. KLINGER has reasonable doubt as to the substantive correctness of the relevant invoice.
- 7.6 Exceeding a term of payment by KLINGER or non-payment by KLINGER of any invoice, pursuant to the previous paragraph, shall not entitle Supplier to suspend or terminate its performance.
- 7.7 KLINGER reserves the right to offset any amounts that it owes the Supplier against any amount it claims from Supplier, regardless of the basis for such claims.
- 7.8 KLINGER shall never be in default without a prior legally valid notice of default, except as provided in Section 6:83 of the Dutch Civil Code. After notice of default by the Supplier, KLINGER shall always have 30 (thirty) days to fulfil its obligations before it shall be in default.
- 7.9 If KLINGER is in default, KLINGER shall only owe default interest equal to the statutory interest under Section 6:119 of the Dutch Civil Code, and KLINGER shall not be liable, with due observance of the provisions of Clause 8 regarding liability and indemnity, for any costs other than the costs actually incurred by the Supplier.

7.10 Payment by KLINGER shall in no way imply a waiver of rights.

ARTICLE 8 | LIABILITY AND INDEMNITY

- 8.1 The Supplier shall be liable for all damage KLINGER and/or Third Parties suffer as a result of a shortcoming in the performance of the Agreement and/or as a result of wrongful acts or omissions of the Supplier, its staff or Third Parties engaged by it.
- 8.2 In the event there is no intent or gross negligence on the part of KLINGER, the Supplier shall indemnify KLINGER against and hold it harmless from all claims of Third Parties in respect of damage as a result of the Supplier's performance of the Agreement, including but not limited to:
- a. claims for damages based on product liability pursuant to Article 6:185 of the Civil Code;
 - b. all costs of legal assistance caused directly or indirectly by conduct of (employees of) the Supplier, subcontractors or other auxiliary persons of the Supplier that is in violation of obligations applicable to the Supplier under the Agreement and applicable laws and regulations, including any guarantees provided by the Supplier; and
 - c. all claims, damages, costs, and the like arising from the Supplier's failure to pay or to pay in full any salaries, sales tax, taxes, fees, emoluments, and/or social security contributions owed, whether legally or contractually related to the performance of the Agreement.
- 8.3 KLINGER shall not be liable for any damage to Supplier, its personnel or Third Parties engaged by it in the performance of the Agreement, unless the damage is due to intent or gross negligence on the part of KLINGER.
- 8.4 The Supplier shall indemnify KLINGER against employee claims filed against KLINGER in connection with the performance of the personnel to be engaged by the Supplier for the Services. This includes obligations of the Supplier as employer arising from tax and social security legislation and employment-related claims of its personnel regarding work performed.

ARTICLE 9 | FORCE MAJEURE

- 9.1 In addition to the provisions of Article 6:75 of the Dutch Civil Code, the Parties may suspend the performance of their obligations under the Agreement for the duration of the force majeure, with a maximum of 6 (six) weeks. This is subject to the condition, on penalty of forfeiture of a claim to force majeure, that the Party prevented from performing due to force majeure notifies the other Party of this as soon as reasonably possible, stating all relevant information about the force majeure situation.
- 9.2 If after the expiry of these 6 (six) weeks a Party is unable to fulfil its obligations in connection with force majeure, the other Party shall be entitled to dissolve or terminate the Agreement without being liable for compensation.
- 9.3 Force majeure does not include staff illness or shortages, strikes, failure of Third Parties engaged by the Supplier, failure or unsuitability of auxiliary materials, supplier or contractor defaults, transportation failures, or liquidity or solvency problems at the Supplier or its subcontractors.

ARTICLE 10 | COMPLIANCE BY SUPPLIER

- 10.1 The Supplier shall immediately inform KLINGER of an (impending) exceeding of the agreed delivery date(s) or term(s).
- 10.2 If Supplier fails to comply with the obligation of timely delivery, Supplier shall be liable to pay a penalty. The amount of the penalty shall be 1% (one) per calendar day of the price for the Goods delivered late or Services performed up to a maximum of 25% of such price. The penalty shall not affect KLINGER's right to performance, rescission, suspension, and damages.
- 10.3 Unless expressly agreed otherwise in Writing, all schedules, dates and milestones shall count as deadlines and the mere exceeding thereof shall constitute default on the part of the Supplier, unless the Supplier proves that the exceeding is due solely to KLINGER's intent or conscious recklessness or if the Supplier can successfully invoke force majeure.
- 10.4 The Supplier shall have no right of set-off and/or right of suspension.

ARTICLE 11 | EXPIRY OF LEGAL CLAIMS

- 11.1 A legal claim of Supplier against KLINGER under an Agreement concluded between them shall lapse 1 (one) year after the time when the claim arose, or Supplier became aware of it.

ARTICLE 12 | INTELLECTUAL PROPERTY

- 12.1 Supplier warrants that the use of the Goods delivered and/or Services performed by it will not infringe on any intellectual or industrial property rights of Third Parties.
- 12.2 In case Supplier provides Goods and/or the performance of Services that are subject to intellectual or industrial property rights of Third Parties, the Supplier grants KLINGER a right of use.
- 12.3 The Parties will at all times retain ownership of all intellectual or industrial property rights belonging to the relevant Party that already existed before the commencement of the Agreement, except if the Agreement involves a transfer of intellectual or industrial property rights.
- 12.4 All intellectual and industrial property rights that will arise and can be exercised with respect to the results of the Agreement and/or the Deliverables and/or that are developed together with KLINGER shall be vested in KLINGER. In so far as necessary, Supplier shall transfer the intellectual and industrial property rights to KLINGER in advance. Supplier shall always cooperate in further effectuation of this transfer.
- 12.5 The Supplier is prohibited from reproducing, disclosing, or exploiting the Goods that are a product of intellectual or industrial property rights of KLINGER, with or without the involvement of Third Parties.
- 12.6 The Supplier shall indemnify KLINGER against claims of Third Parties arising from or related to any infringement of the foregoing rights and shall compensate KLINGER for all damage and costs resulting therefrom.

ARTICLE 13 | USE OF INFORMATION, NAME, AND LOGO OF KLINGER

- 13.1 Supplier shall not, without KLINGER's prior Written consent, advertise or otherwise disclose any information whatsoever relating to the Agreement or about its relationship with KLINGER.
- 13.2 The Supplier shall not be entitled to use trademarks and logos of KLINGER without KLINGER's prior Written consent.
- 13.3 If Supplier violates this Article, Supplier forfeits, irrespective of whether the violation can be attributed to Supplier and without prior notice of default or judicial proceedings, for the benefit of KLINGER an immediately payable penalty of EUR 50,000 (in words: fifty thousand euros) for each violation, regardless of whether damage has occurred, without prejudice to KLINGER's other rights, including the right to claim damages in addition to the penalty.

ARTICLE 14 | GUARANTEE AND CONFORMITY

- 14.1 Supplier guarantees that the Goods to be delivered and/or Services to be performed by it will(continue to) comply with the (requirements in the) Agreement or, if nothing has been agreed in this respect, with the specifications, properties and requirements that are set for the Goods and/or Services in trade, or are at least customary. This also applies to the applicable statutory regulations. Supplier guarantees that the Goods do not contain any substances and/or preparations prohibited by or under the law.
- 14.2 For Goods and Services a warranty period of twelve (12) months from delivery applies, unless a longer period follows from or is used by law, jurisprudence, Supplier, or the Supplier's industry sector. The warranty period will be extended with a period equal to the period(s) during which the Goods and/or Services have not been used or could not be fully used as a result of a failure in performance(s).
- 14.3 If, in KLINGER's opinion, the Goods delivered and/or Services performed do not comply with the Agreement, KLINGER reserves the right to, within the guarantee period, without prejudice to all other rights and claims, inter alia:
- return the Goods at the Supplier's expense and risk;
 - have the Goods and/or performed Services repaired, modified, improved, or redelivered at Supplier's expense;
 - dissolve the Agreement and claim additional damages.
- 14.4 The Supplier also guarantees that:
- The Supplier shall comply with all applicable laws concerning child labour;

there will be no discrimination on grounds of race, gender, religion, age, sexual orientation, disability, or any other legally protected status, and that all forms of discrimination will be strictly prohibited; employees will be offered decent and safe terms of employment, including fair pay and working conditions; workers' right to free association and collective bargaining will be fully respected; there will be no violation of applicable anti-corruption laws by the Supplier, its affiliates, or Third Parties engaged by it.

- 14.5 If, after consultation with the Supplier, it is reasonable to assume that the Supplier cannot, will not or will not in a timely or proper manner provide for repair or replacement, KLINGER shall in urgent cases be entitled to, at the Supplier's expense, perform repair or replacement or have them performed by a Third Party.

ARTICLE 15 | INSURANCE

- 15.1 The Supplier shall at its own expense take out and maintain adequate liability insurance in the field of professional and business liability as well as continuity insurance in the event of business interruption (due to, for example, loss of data, fire, water damage, theft, fraud et cetera) during the term of the Agreement and for a period of 3 (three) years after the end thereof. The insurance policies shall be at least in line with the market and adequate in the context of the reasonably foreseeable risks of a business such as the Supplier's.
- 15.2 The Supplier shall provide sufficient evidence of insurance and premium payment at KLINGER's first request.
- 15.3 If Supplier fails to comply with this Article, KLINGER may terminate the Agreement without Supplier being entitled to compensation.

ARTICLE 16 | CONFIDENTIALITY

- 16.1 Both Parties are obliged to maintain absolute confidentiality of all information of the other Party (including ideas, know-how, trade secrets, data, procedures, substances, drawings, samples and the like) which comes to their knowledge within the framework of (the execution of) the Agreement and which has been designated as confidential by the providing Party or of which the receiving Party can reasonably suspect the confidential nature ("Confidential Information"). Each Party shall restrict access to Confidential Information to those persons who need it for the purposes of the Agreement. Except with the prior Written consent of the providing Party, the receiving Party shall not disclose or disclose Confidential Information or any part thereof to any person, firm, company or other entity and the receiving Party shall not use the Confidential Information or any part thereof other than for (the performance of) the Agreement.

- 16.2 The obligation of confidentiality referred to in paragraph 1 of this article does not apply to information that the receiving Party can prove by written evidence:

prior to disclosure by the providing Party was fully in the possession of the receiving Party without being bound by an obligation of confidentiality to the providing Party or a Third Party; or

was already generally known or available at the time of disclosure or subsequently became so, other than by an act or omission of the receiving Party; or

was acquired by the receiving Party from a Third Party who was not bound by an obligation of confidentiality in respect of that information; or

developed independently by the receiving Party without any use of information disclosed by the providing Party; or

must be disclosed by the receiving Party pursuant to law, any rule or regulation of a governmental authority, or a binding and non-appealable decision of a court or other governmental body. In such case, the receiving Party shall notify the providing Party in Writing in a timely manner so that the scope of disclosure may be limited by mutual agreement to what is strictly necessary.

Each Party is obliged to impose the same obligation as referred to in paragraph 1 of this article on its (managerial or lower level) employees or (staff of) sub-suppliers, subcontractors or other Third Parties engaged in the performance of the Agreement. Each Party guarantees that these employees/(staff of) Third Parties will not act in breach of the duty of confidentiality.

- 16.3 If the Supplier breaches this Article, the Supplier shall incur an immediately payable penalty of EUR 150,000 (one hundred and fifty thousand euros) per violation, without prior notice or legal proceedings, in addition to KLINGER's right to claim damages.

ARTICLE 17 | PRIVACY

- 17.1 Supplier shall comply with all relevant laws and regulations, such as the General Data Protection Regulation (Regulation 2016/679 EU, hereinafter "GDPR"), regarding (processing of) personal data. If Supplier is considered a processor within the meaning of the GDPR, the Parties shall enter into a processor's agreement for that purpose.

ARTICLE 18 | NON-TRANSFERABILITY

- 18.1 Rights of the Supplier under the Agreement cannot be transferred without the prior Written consent of KLINGER. This provision counts as a clause with effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.

ARTICLE 19 | CODE OF CONDUCT

- 19.1 KLINGER and Supplier declare that they shall at all times behave as a proper contracting party and do all that is proper for them to do as a proper contracting party in society.
- 19.2 Supplier declares that it does not use bribery, forced or child labour or other ethically unacceptable business practices as well as acts in violation of applicable antitrust laws.

ARTICLE 20 | SUSTAINABILITY

- 20.1 Supplier is obliged to make efforts to achieve continuous improvement in the field of sustainability and corporate social responsibility.
- 20.2 Without prejudice to the other provisions of these General Terms and Conditions of Purchase, the Supplier shall ensure that it, its employees, and the Third Parties engaged by it observe applicable laws and regulations concerning the environment and sustainability.
- 20.3 Supplier declares that the Goods and/or Services involved in the Agreement do not pose any danger to humans or the environment.

ARTICLE 21 | APPLICABLE LAW

- 21.1 All legal relationships between Supplier and KLINGER shall exclusively be governed by Dutch law. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.
- 21.2 Disputes between Parties shall as far as possible be resolved through mutual consultation. All disputes between Supplier and KLINGER shall be settled by the competent court in the district in which the user (KLINGER or an Affiliated Organisation) of these General Terms and Conditions of Purchase has its registered office.

CHAPTER 2 | PROVISIONS APPLICABLE TO GOODS

The provisions of this chapter supplement the general provisions in Chapter 1.

ARTICLE 22 | DELIVERY OF GOODS

- 22.1 The delivery of the Goods and the passing of risk shall take place Carriage Paid and shall be delivered to the address specified by Klinger and within the agreed term, in accordance with the delivery specifications, provided that the risk of the Goods shall pass to KLINGER after KLINGER has approved the deliveries. KLINGER may at any time change the delivery specifications on reasonable grounds.
- 22.2 Ownership of the Goods shall transfer to KLINGER upon KLINGER's approval of delivery, notwithstanding any retention of title or claims by the Supplier. Supplier guarantees that full and unencumbered ownership is provided.
- 22.3 If, for whatever reason, KLINGER is unable to accept delivery of the Goods at the agreed time while they are ready for delivery, Supplier shall, at a reasonable fee to be determined by mutual consultation, separately keep and secure Goods recognisable as designated for transference to KLINGER's property, and take all measures necessary to prevent deterioration in quality, until KLINGER is able to accept delivery of the Goods.
- 22.4 The Goods shall be properly packed, secured, and transported in such a manner that they reach their destination in good condition, subject to the applicable laws and regulations in this regard.
- 22.5 Supplier shall observe any potential requirements imposed by KLINGER on packaging or transport.
- 22.6 Supplier is responsible for removing its packaging materials from KLINGER's premises. KLINGER retains the right to return or destroy leftover packaging materials at the Supplier's expense and risk.
- 22.7 Supplier shall clearly and comprehensibly indicate the purchase order number, item number, item description and quantities on the packing list/packing slip.
- 22.8 In the event KLINGER makes materials available to the Supplier for the performance of the Supplier's obligations, these materials shall remain KLINGER's property. The Supplier shall keep these materials separate from objects belonging to itself or Third Parties. The Supplier shall mark and treat these materials as KLINGER's property.

ARTICLE 23 | TRANSPORT OF HAZARDOUS SUBSTANCES

- 23.1 Hazardous substances, as referred to in Article 6:175 of the Civil Code, must be packed, transported, and stored by the Supplier with exceptional care. Such substances shall be marked by the Supplier with the appropriate symbols, markings, numbers, quantities, and lettering in accordance with applicable national or international rules or guidelines. The Supplier is responsible for obtaining all necessary permits and authorisations as well as taking other specific measures required for packing, transporting, or storing these substances. In addition, the Supplier shall provide KLINGER with all information necessary to comply with all relevant regulations.

ARTICLE 24 | GARANTEE

- 24.1 Supplier guarantees that the Goods to be delivered are at all times of good and consistent quality and free from defects in construction, material, workmanship, and design, as well as from errors and defects in nature, composition, and content. Supplier also guarantees that the Goods to be delivered are fully suitable for the purpose for which they are intended and can be used as such and, where applicable, processed.

ARTICLE 25 | INSPECTION

- 25.1 KLINGER reserves the right to conduct interim inspections of Goods at any time, including but not limited to inspections concerning:
 - (i) the quality and proper application of the materials used; and/or
 - (ii) performance and progress at the Supplier's factory and workshops and/or sub-suppliers, subcontractors and/or other Third Parties engaged by the Supplier.

- 25.2 KLINGER furthermore reserves the right to examine (or have examined) in the interim whether a work, performed Services and/or activities or a work, Services, and/or activities yet to be performed are being performed in accordance with the Agreement and these General Terms and Conditions of Purchase.
- 25.3 The Supplier is obliged to cooperate fully with the (interim) inspections and examinations referred to in paragraphs 1 and 2 of this article.
- 25.4 The Supplier undertakes to ensure that KLINGER, or Third Parties engaged by it, have access during working hours to its factories and workshops, as well as to those of its sub-suppliers, subcontractors and/or other Third Parties engaged by the Supplier. The Supplier shall be obliged to provide KLINGER, or any Third Parties engaged by it, with all information requested by them, relating to the Agreement, and to give them all cooperation requested for the proper performance of their task.
- 25.5 KLINGER and Third Parties engaged by it shall be entitled to mark inspected Goods and shall be entitled to (interim) rejection. Reasons for (interim) rejection may include, but are not limited to, the observation that the agreed requirements are not met or that Goods have been processed to hide and/or repair errors or defects.
- 25.6 If the materials and parts are inspected in factories or workshops of the Supplier, sub-suppliers, subcontractors, and/or Third Parties engaged by the Supplier, the costs of the inspection shall be at the Supplier's expense. The costs of Third Parties engaged by KLINGER shall be at its own expense. The costs associated with any re-inspection shall be borne entirely by the Supplier, unless the Supplier has demonstrated that they are the result of a rejection caused by KLINGER.
- 25.7 In case of (interim) rejection, KLINGER shall notify the Supplier and KLINGER shall decide whether the Supplier: shall, within a period of time determined by KLINGER and at its option at first request, repair, replace or supplement the rejected Goods until the agreed requirements are met; and/or is yet to perform the work and/or services in accordance with the Agreement and/or these General Terms and Conditions of Purchase within a term determined by KLINGER, unless KLINGER prefers to terminate the Agreement in accordance with the provisions of these General Terms and Conditions of Purchase. All this applies without prejudice to KLINGER's other rights by virtue of default (including the right to damages). All costs incurred in connection with this Article (including those of repair and disassembly) shall be borne by the Supplier.
- 25.8 Insofar as the Supplier fails to perform its obligations under this Article, KLINGER shall be entitled to perform the acts referred to in the relevant paragraph or have them performed at the Supplier's expense and risk. KLINGER shall notify the Supplier accordingly.
- 25.9 Any communication by KLINGER or a Third Party engaged by it, in whatever form, made either to the Supplier or to any sub-suppliers, subcontractors and/or Third Parties, shall in no way release the Supplier from its liability to perform its obligations as agreed.

CHAPTER 3. PROVISIONS APPLICABLE TO SERVICES

The provisions contained in this chapter are in addition to the general provisions in Chapter 1

ARTICLE 26 | PERFORMANCE OF SERVICES

- 26.1 The Supplier guarantees that it will perform the Services with the degree of care, expertise, and professionalism customary within the Supplier's industry and that the results will meet the agreed specifications, service descriptions and/or the properties and requirements placed on the Services in the trade.
- 26.2 The Supplier is not permitted to transfer and/or outsource all or part of its obligations under an Agreement to a Third Party (including secondment) without KLINGER's prior written consent.
- 26.3 The Supplier shall impose the same obligations on the Third Party as apply between the Supplier and KLINGER. Supplier is and shall at all times remain responsible and liable for acts and/or omissions of a Third Party engaged by it.
- 26.4 At KLINGER's request, the Supplier shall cooperate with the Third Parties designated by KLINGER.
- 26.5 Supplier shall only provide qualified persons for the agreed Services. In case of justified doubt of KLINGER about the suitability of a person, KLINGER may request that this person be replaced as soon as possible at Supplier's expense.
- 26.6 At KLINGER's first request, the Supplier shall submit the data, permitted under applicable laws and regulations, as stated on the proof of identity of its personnel and/or Third Parties engaged by it.

- 26.7 The Supplier shall ensure that KLINGER can check the identity of the Personnel and/or Third Parties engaged before commencement of the work on the basis of a valid identity document. Furthermore, Supplier shall ensure that the Personnel can at all times identify themselves on the work floor.
- 26.8 If the Supplier fails to meet the obligations as referred to in paragraphs 6 and 7 of this Article in a timely manner, KLINGER reserves the right to deny the relevant staff members and/or engaged Third Parties access to the work. The Supplier shall indemnify KLINGER against any claim, possible fines and/or other claims in this respect.

ARTICLE 27 | FEES AND EXPENSES

- 27.1 The rates stated in the Agreement shall apply for the duration of the Agreement unless the Parties agree otherwise in Writing.
- 27.2 All expenses are included in the agreed rate. Travel expenses and travel time are only billable if this has been agreed on in advance and it concerns a business trip where the start and end of the trip is different from the agreed place of work and this trip is made by order of KLINGER.

ARTICLE 28 | RESOURCES

- 28.1 The Supplier shall be responsible for providing all tools and resources necessary for the performance of the Agreement.
- 28.2 In the event KLINGER makes (auxiliary) materials available to the Supplier for the performance of the Supplier's obligations, these shall remain KLINGER's property. The Supplier shall keep these materials separate from objects belonging to itself or Third Parties. The Supplier shall mark and treat these materials as KLINGER's property.
- 28.3 Changes to the said devices as well as the use of these devices for or in connection with any purpose other than the provision of services to KLINGER shall only be permitted with the prior written consent of KLINGER.

ARTICLE 29 | EMPLOYMENT RELATIONSHIP AND TAX ASPECTS

- 29.1 The Parties acknowledge that nothing in the Agreement shall give rise to an employment relationship between the persons to be deployed by or on behalf of Supplier and KLINGER.
- 29.2 The Supplier shall remain responsible at all times for fulfilling its obligations under any applicable tax and social security legislation.
- 29.3 If the Supplier engages a Third Party, who is self-employed, with the consent of KLINGER, for the performance of the Agreement, the Supplier declares that it will only use an agreement from which it follows that no employment relationship arises between KLINGER and the Third Party who is self-employed.
- 29.4 As soon as KLINGER so requests, the Supplier shall be obliged to prove that it has arranged for the payment of the applicable wages, the remittance of the turnover tax due, wage tax, national insurance contributions and employee insurance contributions.