General Conditions of Purchase
of
Connex B.V.

1. Applicability

1.1 These general purchase conditions ('**Conditions**') apply to all legal relations in which Connex B.V. (hereinafter referred to as: '**Connex**') acts as a (potential) buyer and/or client. This also includes a continuing performance agreement (whether or not implicitly) in force between Connex and the other party ('**Seller**'), following from a series of separate agreements and/or a durable trading relationship between Connex and the Seller.

2. Agreement

2.1 Every offer of the Seller is irrevocable unless the opposite appears explicitly from the offer.

2.2 An agreement between Connex and the Seller ('**Agreement**') will be concluded after Connex has acknowledged an offer or quotation from the Seller in writing by means of a confirmation of purchase/order.

2.3 The contents of an Agreement will only be proven by the confirmation of purchase/order and any amendment or supplementation thereof by Connex.

3. Price

3.1 The agreed price comprises all costs that are made in connection with the goods up to and including the delivery. This includes (if applicable) costs of storage and packing, taxes (including clearing costs), other levies, costs of transport and transport insurance, unless otherwise agreed upon explicitly.

4. Payment

4.1 Payments will be made in Euros, unless otherwise agreed upon explicitly.

4.2 If Connex does not pay the purchase price for any reason whatsoever, the Seller will grant Connex a further term for payment of at least fifteen (15) business days.

4.3 If Connex is in default, Connex will only be obliged to pay the statutory interest on the invoice amount excluding transport costs, VAT and other levies of any nature whatsoever.

4.4 Connex is entitled to set off debts to the Seller with any possible claim that Connex has on the Seller, for any reason whatsoever.

5. Delivery

5.1 Delivery will be made at the time that Connex takes receipt of the goods on the agreed place.

5.2 Until receipt of the goods has been taken by Connex, the goods will remain at the Seller's expense and risk, irrespective of whether Connex has taken care of transport. The Seller will see to take out insurance of the goods during transport and storage until the time that Connex takes receipt of the goods, unless otherwise agreed upon explicitly.

5.3 The terms of delivery mentioned in the confirmation of purchase/order are binding.

6. Transfer of ownership

6.1 The ownership of the goods will pass from the Seller to Connex at the time of delivery.

6.2 The Seller waives all rights and powers that would be due on the basis of the right of retention or the right of complaint.

7. Transport documents and other documents

7.1 The Seller's copy of the transport document signed for receipt by the carrier without remarks will only serve as proof of shipments of the quantities mentioned in the transport document, and also the externally visible condition of the goods.

7.2 The Seller is obliged to provide Connex at all time with all the documents applicable to the transaction and/or the goods with observance of the prescribed periods, specifications and formalities, in the absence of which the Seller will be fully liable to Connex for the damage resulting therefrom. This will also apply with regard to compliance with regulations of the European Union or other national and/or international authorities and governments.

7.3 At the time of delivery the Seller be will be obliged to provide Connex with the required documents and certificates of the authorities, including customs and health and inspection authorities, showing that the goods can be imported, traded or processed by Connex within the European Union without any impediment and without the need to comply with further formalities of the authorities.

7.4 All costs resulting from the preparation and delivery of the required documents will be for Seller's account, unless the opposite has been agreed upon explicitly.

8. Specifications, inspection and complaints

8.1 If the goods and/or documents in respect of the goods are not in accordance with the Agreement and/or the specifications set by Connex, Connex will be entitled to reject the goods and/or documents, regardless of whether such was discovered after and/or onward shipment and/or processing or treatment. Connex will store, or will have others store, the rejected goods at the Seller's expense and risk. Connex will never be bound by any period set by the Seller in this respect and/or within which Connex must complain.

8.2 The Seller must immediately collect the rejected goods from Connex or at the location indicated by Connex upon first request and at its own expense, failing which Connex can return these goods to the Seller at the Seller's expense and risk without Seller's permission. If the Seller refuses to accept the goods, Connex may store these goods or have them stored at the Seller's expense and risk, or sell or destroy them.

8.3 The preceding provisions do not affect Connex' right to supplementary or alternative compensation.

9. Sampling and analysis

9.1 At the time and place of delivery Connex may have samples drawn, sealed in triplicate, in the customary manner. If at the time of delivery no samples have been taken, this may be done at a later time. In that case the assessment and analysis may only produce a presumption with regard to the quality at the time and at the place of delivery.

10. Warranty

10.1 The Seller warrants that the goods and/or documents in respect of the goods to be delivered comply with the Agreement. This warranty at least includes that:

a. the goods have the properties that have been promised;
b. the goods meet the highest quality standards;
c. the goods are free of rights of third parties and are marketable freely and without any restriction(s) in the country of delivery and also in the country of the final destination (including the destination that Connex has agreed upon with any third party by separate agreement);
d. the goods are suitable for the purpose for which the order has been placed or the Agreement has been concluded;

e. the goods comply with the rules of or by virtue of the law and/or otherwise applicable rules and/or requirements made by Connex among other things in the fields of quality, health, safety and environment, both in the country of delivery and in the country of final destination;

f. the goods are provided with and accompanied by all data and instructions that are necessary for correct and safe handling;

g. the goods are provided with and accompanied by all the documentation requested by Connex and otherwise necessary.

10.2 The warranty included in Article 10.1 applies irrespective of any transfer of the risk of the goods to Connex.

10.3 The Seller guarantees the observance of all applicable sanctions and limitations laid down in and following from all relevant American, UN or EU sanctions and export control regulations in force at the time of conclusion of the Agreement and during its performance.

10.4 If the Seller fails in the fulfilment of the obligation(s) following from Article 10.1, the Seller will replace the goods or make up any shortfall at its expense and at Connex choice on Connex' first request, unless Connex prefers to terminate *(Dutch: opzeggen)* or to set aside *(Dutch: ontbinden)* the Agreement and all this without prejudice to Connex' other rights on the basis of Seller's breach/shortcoming, including but not limited to the right to compensation.

11. Liability, indemnity and insurance

11.1 The Seller is liable for all damage of any nature whatsoever and without any limitation that is suffered by Connex and/or by later customers or users as a result of a failing in the fulfilment of the obligations of the Seller and/or as a result of a negligent acts or omissions of the Seller or of its personnel or third parties engaged by it or any acts contrary to a contractual or statutory obligation. The Seller's liability extends among other things to damage caused by death or injury, damage to goods of Connex and of third parties, business interruption and loss of profit or income.

11.2 The Seller is obliged to indemnify Connex for all claims of third parties in connection with the Agreement and/or in connection with the goods and/or documents delivered by the Seller or through its intermediary and/or in connection with negligent acts or omissions of the Seller or of its servants or any acts contrary to a contractual or statutory obligation. The Seller will also be obliged to indemnify Connex for all costs involved in a judicial or arbitral procedure, including the integrated costs of legal assistance and extra-judicial costs.

11.3 The Seller is obliged to insure its liability for such amounts as is customary. The Seller will allow inspection of the relevant insurance policies and proof of payment of the insurance premium.

11.4 Any liability of Connex for damage of any nature whatsoever will be excluded, except in so far as this damage has been caused by an act or omission of the managing director(s) and/or executive(s) of Connex, either with the intention to cause damage or recklessly and with the knowledge that this damage would probably result therefrom.

12. Force majeure

12.1 In the event of force majeure pursuant to Article 6:75 Dutch Commercial Code ('**DCC**') the performance of the Agreement will be suspended in full or in part for the duration of the force majeure period, without Connex and the Seller being obliged to make any compensation in the matter. If the force majeure situation lasts for more than thirty (30) days, the other party will be entitled to set aside (*Dutch: ontbinden*) the Agreement by means of a registered letter with immediate effect and without judicial interposition, without any right to compensation.

12.2 Force majeure on the part of the Seller will in any case not mean lack of personnel, strikes, epidemics and/or pandemics like COVID, non-performance of third parties engaged by the Seller, failure of auxiliary materials, and liquidity or solvency problems on the part of the Seller.

13. Performance, suspension, setting aside the Agreement and/or compensation

13.1 Irrespective of the other powers on the part of Connex to terminate *(Dutch: opzeggen)* or to set aside *(Dutch: ontbinden)* the Agreement and apart from the right to claim performance and/or compensation, Connex will be entitled to suspend the fulfilment of its obligations or to set aside (*Dutch: ontbinden*) the Agreement in full or in part with immediate effect (without being obliged to make any compensation for that reason) if one or more of the following situations occurs:

a. if the Seller does not, not properly or not in time fulfil any obligation and/or warranty following from the Agreement or from these Conditions;
b. if the Seller acts contrary to a statutory obligation or otherwise acts improperly;
c. if the Seller is subject to or under the threat of becoming subject to a suspension of payment or bankruptcy or any part of its property has been attached;
d. if the Seller ceases its activities, resolves on liquidation or otherwise loses its legal personality;
e. if the necessary permits required for the Agreement are withdrawn;

f. if a third party attachment is levied at Connex at the expense of the Seller.

13.2 In case Connex set asides (*Dutch: ontbinden*) the Agreement, it will be entitled at its choice by way of compensation to:

a. any price difference disadvantageous to Connex between the contract price and the market value of the relevant goods and/or services on the day of non-fulfilment, without prejudice to Connex' right to supplementary or alternative compensation, or;

b. the price difference between the contract price and the price of the covering purchase, without prejudice to Connex' right to supplementary or alternative compensation.

13.3 If Connex set asides (*Dutch: ontbinden*) the Agreement, the Seller must, if requested to do so by Connex, refund any purchase price already paid and, on first request, immediately collect the already delivered goods in full or in part from Connex or from a location to be designated by Connex.

13.4 The Seller waives all rights and powers that would be due to it on the basis of the right of suspension.

14. Transfer of rights and obligations

14.1 Unless otherwise agreed, the Seller may only transfer to third parties rights and/or obligations on the basis of the Agreement with Connex' prior written permission.

15. Compliance and sanction rules

15.1 The Seller accepts that on the basis of applicable regulations to prevent money-laundering and financing of terrorism Connex will report unusual transactions to the competent authorities.

15.2 The Seller accepts that on the basis of applicable regulations Connex may be obliged to identify the Seller and verify the identification. The Seller shall fully cooperate in this respect. Connex will record and keep the required data in accordance with applicable regulations.

15.3 The Seller accepts that the said duty to provide information prevails over the applicable privacy rules.

15.4 The Seller guarantees the observance of all applicable sanctions and limitations laid down in and following from all relevant sanctions and export control regulations (including, but not limited to those of the United States and/or the European Union and/or the United Nations) in force at the time of conclusion of the Agreement and during its performance.

15.5 Connex is entitled to set aside *(Dutch: ontbinden)* the Agreement immediately, if it reasonably expects that the goods are directly or indirectly intended for any country for which a sanction is in force for the relevant goods in pursuance of the regulations referred to in Article 15.4, without an exemption or permit having been obtained for the purpose from a competent agency.

15.6 In pursuance of setting aside (*Dutch: ontbinding*) the Agreement on the basis of one of the above-mentioned articles any obligations of Connex under the Agreement – including any possible obligation(s) to undo – will immediately lapse. The Seller will indemnify Connex against any claim, fine or other damage of third parties that follows from or is related to such a setting aside (*Dutch: ontbinding*) or violation.

16. Anti-corruption

16.1 The Seller guarantees that it will comply with all relevant and/or applicable legislation in the field of anti-corruption – including, but not limited to the legislation of the European Union, United States of America, United Kingdom and any other country relevant to the performance of the Agreement – in performing all acts related to the performance of the Agreement.

16.2 Connex is entitled to set aside *(Dutch: ontbinden)* the Agreement if it reasonably suspects that the Seller and/or third parties engaged by the Seller violate the regulations referred to in Article 16.1.

16.3 In pursuance of setting aside (*Dutch: ontbinding*) the Agreement on the basis of one of the above-mentioned articles any obligations of Connex under the Agreement – including any possible obligation(s) to undo – will immediately lapse. The Seller will indemnify Connex against any claim, fine or other damage of third parties that follows from and/or is related to such a setting aside (*Dutch: ontbinding*) or violation.

17. Privacy

17.1 Connex may process, store and share the data whether or not received during the performance of the Agreement with anyone inside Connex' organization concerned in the performance of the Agreement and the customer management. Connex will not process the data on the Seller's instruction, unless this is required in view of the services to be rendered. Connex will only process the data in so far as compatible with the objective for which the data have been collected. Connex will take the necessary measures, both technical and organizational, to protect the personal data from loss, modification and unauthorized access, whether or not by third parties.

17.2 The parties will confidentially process the data collected during the performance of the Agreement. The parties will not share the received personal data with third parties, unless the parties have given prior permission or if necessary to comply with applicable regulations. All this in so far as it does not concern information accessible to the public or the data cannot harm the parties in any way.

18. Limitation period

18.1 All claims against Connex become time-barred on expiry of one (1) year after the date of the Agreement.

19. Applicable law and jurisdiction

19.1 All legal relationships following from or relating to these Conditions or the Agreement(s) will be governed exclusively by Dutch law. Applicability of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is explicitly excluded.

19.2 Any disputes following from or relating to these Conditions or the Agreement(s) between Connex and the Seller will be settled exclusively by means of NOFOTA-arbitration (https://nofota.com/2019/03/05/arbitrations/) in Rotterdam, the Netherlands. Regardless of the above provisions of this Article, Connex is always free to submit disputes as referred to above to the competent court of the country in which the goods are located or will be located – in case they are transported – or the competent court of the country in which the Seller is established.

20. Language

20.1 In the event of deviation between the Dutch text of these Conditions and a translation into a foreign language, the Dutch text will prevail.