

# A.E.T. Europe B.V.

## Purchasing Terms & Conditions

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# A.E.T. Europe B.V.

## Purchasing Terms & Conditions

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1.2	06/08/2024	Mitchell Jacobs	Content and format alteration to align with new regulations and company logo and image

## 1 Definitions

<i>AET Europe</i>	A.E.T. Europe B.V., a company duly incorporated in accordance with the laws of the Netherlands, located at IJsselburcht 3, 6825 BS Arnhem, The Netherlands;
<i>AET Europe Personnel</i>	AET Europe's own personnel engaged by AET Europe for the execution of an Agreement, or auxiliary persons engaged for the execution of an Agreement, working under AET Europe's responsibility under that Agreement;
<i>Acceptance</i>	the Written statement from AET Europe regarding the approval of the Services provided by the Contractor;
<i>Agreement</i>	any legal relationship between AET Europe and the Contractor with regard to the provision of Services, including these Terms and Conditions and all other schedules and annexes;
<i>Assignment</i>	an order for the provision of specific Services on the basis of an Agreement;
<i>Assignment Contract</i>	the Written Agreement concluded (if applicable within the framework of a Framework Agreement) for the actual performance of an Assignment;
<i>Assignment Value</i>	the total value laid down in an Assignment Contract;
<i>Contractor</i>	the party, acting in the course of a business or profession, to whom a Request for Quotation is submitted by AET Europe, or with whom AET Europe has entered into an Agreement or a Framework Agreement;
<i>Contractor Personnel</i>	Contractor's own personnel engaged by Contractor for the execution of an Agreement, or auxiliary persons engaged for the execution of an Agreement, working under Contractor's responsibility under that Agreement;
<i>Delivery</i>	the provision of Goods or Services in accordance with an Agreement or Assignment, possibly followed by Acceptance of a report, agreed procedure and/or signed time sheets;
<i>Framework Agreement</i>	Written Agreement for the Delivery of Services, in which the terms and conditions for Assignment Agreements to be concluded are laid down for a specific period;
<i>Goods</i>	all tangible (including hardware) and intangible items and assets (including software and (claims to) intellectual and other property rights);

<i>Quotation</i>	a Written offer from the Contractor to AET Europe, in which Services are specified, and rates or prices of such Services are stated;
<i>Request for Quotation</i>	an invitation by AET Europe to issue a Quotation for the Delivery of specified Services;
<i>Services</i>	all tasks, activities, work and Delivery of Goods (including hardware and software) to be performed by the Contractor under an Agreement;
<i>Terms and Conditions</i>	these general purchasing terms and conditions, irrespective of the form in which these general purchasing terms and conditions are presented to the Contractor;
<i>Working Days</i>	calendar days, excluding weekends and public holidays generally recognized in the Netherlands;
<i>Written / In Writing</i>	in these Terms and Conditions written or in writing means both on paper (in hardcopy) and electronically (via e-mail, internet or other electronic media or data carriers).

## 2 General

- 2.1 These Terms and Conditions apply to all Agreements between AET Europe and Contractor and all Quotations and Requests for Quotations. These Terms and Conditions shall also apply to all future Agreements, Quotations and Requests for Quotations between AET Europe and Contractor without requiring any reference thereto again. The terms and conditions of Contractor (under whatever name) are expressly rejected by AET Europe and are not applicable.
- 2.2 Deviations from the Terms and Conditions shall only apply if and to the extent that they have been explicitly agreed upon In Writing between parties.
- 2.3 Notwithstanding Article 2.2, AET Europe reserves the right to modify the provisions of these Terms and Conditions at any time by providing the revised Terms and Conditions to Contractor or by publishing the revised Terms and Conditions on its website. Contractor's continued provision of Services under the Agreement shall constitute Contractor's acceptance to be bound by the terms and conditions of the revised Terms and Conditions.
- 2.4 In the event of a conflict between provisions in the documents that form part of an Agreement, the following preference rule will apply:
  - (a) the Agreement;
  - (b) these Terms and Conditions;
  - (c) any other documents that form part of the Agreement.
- 2.5 If any provision of these Terms and Conditions is null and void or annulled, the other provisions of these Terms and Conditions shall remain in full force. Parties shall negotiate a new provision that shall approximate the contents and the scope of the original provision as closely as possible.

## 3 Assignment Agreement

- 3.1 An Assignment Agreement is only concluded:
  - (a) if the Contractor has issued a Quotation and this Quotation was subsequently signed for approval by AET Europe (In Writing); or
  - (b) if a Framework Agreement was concluded with Contractor, by issuing an Assignment on the basis thereof, followed by Written confirmation of that Assignment by the Contractor, provided that both the Assignment and the confirmation thereof meet all requirements and conditions set out in the Framework Agreement. If the Contractor has not clearly indicated In Writing within fourteen (14) calendar days of the date of the Assignment that it does not agree with the Assignment, or if the Contractor has actually started the execution of the Assignment, this will be regarded as a tacit confirmation of the Assignment. The wording of the Assignment is then decisive for the content of the Assignment Agreement thus concluded.
- 3.2 In the case as referred to in paragraph 1 sub b of this article 3, AET Europe is entitled to cancel an Assignment free of charge, as long as there is no Written confirmation of the Assignment or if the Written confirmation deviates from the Assignment.
- 3.3 The (Framework) Agreement, the Terms and Conditions, the Request for Quotation with the corresponding accepted Quotation or the Assignment with the accompanying confirmation, contain all the agreements terms and conditions of any Assignment Agreement. Changes to an Assignment Agreement as well as additions for further implementation thereof can only be agreed upon In Writing.
- 3.4 At least the following information will be included in each Assignment Agreement:
  - (a) an indication of the subject matter;
  - (b) a reference to the applicable (Framework) Agreement and these Terms and Conditions;

- (c) order number(s);
  - (d) billing address and billing references;
  - (e) prices and/or rates;
  - (f) designation of or reference to required contact persons and correspondence address;
  - (g) period within which completion of delivery must take place in order to obtain Acceptance;
  - (h) term or period of Delivery;
  - (i) location of Delivery.
- 3.5 The nature and scope of the Services is determined by what has been agreed in this regard in the Assignment Agreement.
- 3.6 AET has the right, in reasonableness and fairness, to require changes in the nature and scope of the Services from the Contractor. The Contractor is only not obliged to accept such changes if they are of such a nature and scope that the Contractor, as may reasonably be assumed, would not have entered into the Agreement on the same terms if Contractor had been aware of the changes in advance.
- 3.7 In case changes in the nature and scope of the Services are required, AET Europe will state In Writing the changes it requires. Within fourteen (14) calendar days after the date of sending of the Written statement regarding the required changes, the Contractor will inform AET Europe whether and – if so – what consequences the required changes will have for the Agreement. If agreement on the changes is reached, AET Europe will provide the Contractor with an Assignment for change and the procedure as described in Article 3.1 of these Terms and Conditions applies to the conclusion of an (amended) Assignment Agreement.
- 3.8 For all changes desired by the Contractor, AET Europe 's prior Written approval is required. If AET Europe grants approval, AET Europe will formalize this by issuing an Assignment for change and the procedure as described in Article 3.1 of these Terms and Conditions applies to the conclusion of an (amended) Assignment Agreement.

#### 4 Prices and rates

- 4.1 The Contractor will charge the prices and rates for the Services performed as included in the Agreement. Price is understood to mean the agreed rate multiplied by the number of units or the number of hours actually worked, unless the parties have expressly agreed otherwise In Writing.
- 4.2 All prices and rates are stated in Euros and include the full compensation for all obligations under an Agreement, including costs for transport, insurance, storage, delivery, travel and/or lodging and all other costs, taxes and government levies, but exclusive of value-added tax (VAT), unless explicitly otherwise agreed upon In Writing.
- 4.3 Unless otherwise agreed In Writing, the Contractor will not charge a surcharge for work performed outside normal office hours.
- 4.4 Unless otherwise agreed In Writing, the prices and rates referred to in the first paragraph of this article are fixed during the term of the Agreement.
- 4.5 The Contractor will only charge costs for services that do not fall within the scope of the Services provided by the Contractor pursuant to an Agreement with the prior Written consent of AET Europe. This Written consent can only be validly given by the person designated for this purpose in accordance with Article 21 (Contact Persons) of these Terms and Conditions or by AET Europe Personnel demonstrably authorized to do so. If the Contractor provides such services without the Written consent referred to above, AET Europe will not be obliged to reimburse the costs thereof.

## 5 Payment

- 5.1 Unless the parties have expressly agreed otherwise, the Contractor will only invoice the amounts owed on the basis of the Agreement, specified and provided with an order number, in the manner indicated by the Client, only after Delivery and any applicable Acceptance of the Services.
- 5.2 In order to determine the hours worked by Contractor Personnel for the performance of the Services, the Contractor will use a sufficiently detailed timesheet and will at first request provide AET Europe access to it in the manner indicated by AET Europe. The timesheet must at least show which persons are deployed for the Services, where, on which days and for how many hours per day.
- 5.3 Partial payments and partial invoices are only permitted if and insofar as they have been laid down in an Agreement.
- 5.4 Payment of an invoice will take place within thirty (30) calendar days of receipt of that invoice and – if requested – the attached verification means as referred to in the second paragraph of this article, provided Acceptance was given with regards to the Services to which the invoice relates. AET Europe is entitled to suspend payment in whole or in part if it finds a shortcoming during the Delivery or in the invoice. Invoices that do not meet the requirements set out in the Agreement and these Terms and Conditions will not be paid at all and will be returned.
- 5.5 If AET makes a payment for the performance of an Agreement for Services that have not yet been performed, it may require that the Contractor issues a credit institution (bank) guarantee “on call” to AET Europe prior to such payment(s) in the amount of the amount paid. Any costs involved with providing such a guarantee are borne solely by the Contractor. A valid credit institution (bank) guarantee “on call” can only be issued by a credit institution accepted by AET Europe In Writing.
- 5.6 If AET should at any time have reasonable grounds to doubt Contractor's credit-worthiness, it shall be entitled, before performing any further obligations under an Agreement, to require Contractor to provide proper security.
- 5.7 Payment of any invoice by AET Europe in no way implies Acceptance or a waiver of rights.
- 5.8 AET has the right to settle the amount of any invoice from the Contractor with any amounts due and payable that the Contractor owes AET Europe for whatever reason.
- 5.9 Exceeding a payment term by AET Europe or non-payment by AET Europe of an invoice on the basis of a suspected substantive inaccuracy of that invoice or in the event of faultiness of the invoiced Services, in view of the provisions of the fourth paragraph of Article 18 (Default and dissolution of the Agreement) of these Terms and Conditions, does not provide the Contractor the right to suspend or terminate an Agreement or the Services provided thereunder.

## 6 Quotations

- 6.1 A Quotation issued by the Contractor will remain unaltered and in full force for at least sixty (60) calendar days from the date on which it is received by AET Europe.
- 6.2 Unless specifically otherwise agreed beforehand In Writing, AET Europe does not owe the Contractor any compensation for a Quotation that has been drawn up, whether or not in response to a Request for Quotation.
- 6.3 Contractor warrants the accuracy and completeness of any and all measurements, requirements, performance specifications and other data in a Quotation or a written confirmation of an Assignment to AET Europe.

## 7 Delivery of Services and Acceptance

- 7.1 The Services must be performed in accordance with the provisions of the Framework Agreement and/or the Assignment Agreement, without additional costs of any kind.

- 7.2 If a delivery period has been agreed, this delivery period commences on the first Working Day after the commencement date of the Assignment Agreement and ends at the moment Acceptance is provided by AET. If the Services are to be performed over a certain period, the start and end dates as described in the Assignment shall apply as the delivery period.
- 7.3 The Services will only be performed on Working Days, unless expressly agreed otherwise.
- 7.4 The Contractor must ensure adequate management and supervision while performing the Services.
- 7.5 At AET's request, the Contractor will provide In Writing all relevant personal details (and changes therein) and qualifications regarding the Contractor Personnel.
- 7.6 The Contractor ensures that the Services are performed in such a way that AET Europe's business operations are disturbed as little as possible.
- 7.7 If executing the Agreement entails that the Contractor must attune the Services to services provided by third parties engaged by AET Europe, the Contractor is obliged to make every effort to cooperate with these third parties and AET Europe will enter into negotiations with such third parties to determine the terms of cooperation between Contractor and such third parties.
- 7.8 The Contractor must immediately inform AET Europe In Writing of any circumstance that may cause a delay in Delivery, stating the cause of the delay, the measures taken or to be taken and the probable duration of the delay, failing which Contractor cannot later invoke these circumstances. In case of such a delay, the Contractor remains obliged to do everything possible to fulfil its obligations. Upon notification of a delay In Writing, AET Europe will inform the Contractor whether the Delivery time can be postponed or the Delivery period can be extended, in which case a new time or a new period will be agreed In Writing. The foregoing does not affect AET's rights as described in Articles 18 (Default and dissolution of the Agreement) and 11 (Liability) of these Terms and Conditions.
- 7.9 If AET does not, in a timely manner, fulfil its obligations under the Agreement and this affects or may affect the performance by the Contractor of its obligations under this Agreement, the Contractor will immediately inform AET Europe of this In Writing. The Contractor will thereby inform AET Europe of the expected consequences of the default by AET Europe and the effect thereof on the obligations to be fulfilled by the Contractor. In the event of timely and adequate notification by the Contractor and insofar as Contractor continues to comply with the provisions of Article 7.10 of these Terms and Conditions, the period in which the Contractor can perform the relevant obligation will be extended by the duration of the delay caused by the default of AET Europe.
- 7.10 If AET Europe fails to perform its obligations under the Agreement, the Contractor will make every effort to avoid or limit the adverse consequences of the default for the performance of the Agreement and to continue the performance of Contractor's obligations under this Agreement as best as possible. The reasonable and necessary costs incurred by Contractor in this regard will be borne by AET Europe.
- 7.11 Only if the Contractor complies with the provisions of Articles 7.9 and 7.10 of these Terms and Conditions, Contractor can invoke the circumstances stated there as an excuse for a delay in the execution of the Agreement.
- 7.12 For Services that, according to the description in the Assignment, are aimed at a clearly described result, evaluation by or on behalf of AET Europe can take place both during the performance of the Services and afterwards, in which latter case the evaluation is also aimed at assessing the final result based on the Assignment Agreement.
- 7.13 If the Services provided do not meet the requirements set out in the Assignment Agreement, AET Europe will not provide Acceptance of the Services. In case Acceptance is not provided, the provisions of Articles 18 (Default and dissolution of the Agreement), 19 (No waiver of rights) and 15 (Liability) of the Terms and Conditions apply.



## 8 Personnel, resources, taxes and social security contributions

- 8.1 The Contractor will deploy sufficient personnel for the performance of the Agreement with sufficient training and skills and sufficient knowledge of both the Services to be performed and AET Europe's business operations. At AET Europe's request, the Contractor will provide AET Europe with a list of all Contractor Personnel deployed by Contractor for the execution of the Agreement.
- 8.2 Except in the event of illness, leave or other absenteeism of such personnel, replacement of Contractor Personnel can only take place with the prior Written permission of AET Europe. Although AET Europe will not unreasonably refuse its permission AET Europe is entitled to attach conditions to such permission. In the event of illness, leave or other absenteeism of Contractor Personnel, the Contractor will independently and without delay take all necessary measures to facilitate the further correct execution of the Agreement and/or deploy replacement personnel.
- 8.3 If AET Europe, in all reasonableness and fairness, requests replacement of Contractor Personnel charged with the performance of the Services, because AET Europe has reasonable grounds to believe that this is necessary or desirable in the interest of proper performance of the Agreement by Contractor, the Contractor will comply such a request. In the event of such a replacement, the Contractor must make available Contractor Personnel that is at least equivalent to the persons to be replaced in terms of expertise, training and experience, thus guaranteeing continuity and quality of the Services. In the event a training period is required for the replacement personnel, the costs for such a training period are borne by AET Europe. In the event of replacement, a rate will be charged that is not higher than the rate set out in the Agreement for the person being replaced, unless the person is replaced by someone with a different job profile at the request of AET Europe.
- 8.4 The Contractor waives and will indemnify AET Europe against all claims by Contractor Personnel in connection with damages suffered by Contractor Personnel when performing Services for AET Europe or otherwise executing an Agreement.
- 8.5 The Contractor is obliged to instruct Contractor Personnel involved in the performance of the Services, in particular when they are performing their tasks at the premises of AET Europe or in direct contact with AET Europe (or its relations), to observe the security procedures, codes of conduct and house rules adopted by AET Europe, comply with reasonable requests from AET Europe and also in general conduct themselves properly.
- 8.6 The Contractor Personnel will carry a valid proof of identity and need to be able to identify themselves as Contractor Personnel at all times. Furthermore, AET Europe is entitled to require the Contractor to submit certificates of good conduct (VOG) with regard to Contractor Personnel, at least three Working Days before commencement of the execution of an Agreement.
- 8.7 The Contractor is not entitled to, directly or indirectly, hire or employ or to have them work for it in any other way AET Europe Personnel during the performance of an Agreement and within one year after termination of the last current Agreement with AET Europe without the AET Europe's prior Written permission. This consent will not be withheld without reasonable grounds.
- 8.8 With due observance of applicable laws and regulations, AET Europe is at all times entitled to subject the Contractor Personnel to a security screening in accordance with AET Europe's usual rules. The Contractor will fully cooperate with such a security screening.
- 8.9 The Contractor indemnifies AET Europe against claims by any and all Contractor Personnel based on the alleged existence of an employment contract between such Contractor Personnel and AET Europe.

- 8.10 Insofar as not otherwise stipulated in an Agreement, the Contractor itself must provide all resources, tools and devices required for the Services to be performed under that Agreement; these must be of sound quality and meet any legal requirements and, where applicable, be provided with the required certificates. AET Europe is at all times entitled to provide instructions with regard to the use of these resources, tools and devices for the purpose of information security. The Contractor is obliged to follow such instructions.
- 8.11 The Contractor is obliged to take care of:
- (a) creating guarantees for the timely and full payment of taxes and social security contributions related to the execution of the Agreement;
  - (b) indemnification of AET Europe with regard to claims regarding such payments.
- 8.12 At first request of AET Europe, the Contractor will demonstrate to the satisfaction of AET Europe that it has complied with and complies with its obligations under Article 8.10 of these Terms and Conditions. At the request of AET Europe, the Contractor will ask the tax authorities for a statement of good payment behavior and make that statement available to AET Europe for inspection. Failure by the Contractor to comply with the obligations referred to in Article 8.10 of these Terms and Conditions may constitute grounds for termination by AET Europe as referred to in Article 18 (Default and dissolution of the Agreement) of these Terms and Conditions.
- 8.13 In the event that for the execution of an Agreement AET Europe Personnel needs to perform work on the premises of Contractor, Contractor shall provide appropriate working conditions, access to all necessary facilities including but not limited to computer and telecommunication facilities and qualified personnel as may be reasonably requested by AET Europe. All facilities shall comply with all applicable statutory and other requirements and provisions concerning working conditions. The Contractor shall indemnify AET Europe against claims by third parties, including the AET Europe Personnel, who, when executing the Agreement, suffer injury which is the result of acts or omissions by the Contractor or of unsafe situations in Contractor's organization.

## 9 Time limits and fines

- 9.1 The Contractor undertakes to perform the Services within the terms stipulated in an Assignment Agreement. All terms are considered strict deadlines and therefore fatal, unless otherwise agreed In Writing or it is otherwise clear that it is not a strict deadline.
- 9.2 If terms as referred to in Article 9.1 are exceeded, the Contractor will – unless the Contractor demonstrates that the exceeding of the term is caused by a non-attributable shortcoming – owes without notice of default:
- (a) a fine of 0.5% of the Assignment Value for each Working Day by which the term is exceeded, with a maximum of 10% of the Assignment Value;
  - (b) the statutory commercial interest (Wettelijke handelsrente) on the amounts that AET Europe has paid in advance, over the period from the exceeding of the term until the actual fulfillment of the Agreement by the Contractor.
- 9.3 The fine as referred to in this Article 9 is immediately due and payable after the term has been exceeded. Such a penalty does not affect AET Europe's other rights, such as those to demand performance, dissolution or compensation arising from the provisions of Article 18 (Default and dissolution of the Agreement) of the Terms and Conditions. A fine owed will therefore not be deducted from any compensation owed.
- 9.4 Any fine and statutory commercial interest (Wettelijke handelsrente) owed by the Contractor will be set off against amounts to be paid by AET to the Contractor.

## 10 Use, ownership and return of Goods

- 10.1 All Goods - including information and (recorded) knowhow and ideas of which all (claims to) intellectual or other property rights exclusively belong to AET Europe or its licensors - that have been made available to the Contractor by AET Europe in the context of the performance of an Agreement or that have been purchased or manufactured by the Contractor at the expense of AET Europe, remain or become the full and sole property of AET Europe. AET Europe does not accept responsibility for the security of connections over any technology.
- 10.2 The Contractor is obliged to mark the Goods referred to in the first paragraph of this article as the recognizable property of AET Europe, to conduct itself as a good caretaker (“goed huisvader”) in regard to these Goods and to keep them in good condition. If these Goods at any time leave AET Europe's premises, the Contractor will at Contractor's own expense insure these Goods against the risk of loss and theft, for as long as the Contractor has these Goods in possession for AET Europe.
- 10.3 The manner of use of the Goods referred to in Article 10.1 of these Terms and Conditions is entirely at the risk of the Contractor.
- 10.4 If the Contractor does not return the Goods referred to in Article 10.1 of these Terms and Conditions to AET, or if these Goods are incomplete or damaged, Contractor is obliged to compensate AET Europe for the damages suffered by AET Europe as a result.
- 10.5 The Contractor is not permitted to use the Goods referred to in Article 10.1 of these Terms and Conditions for any purpose other than (supporting the) providing of Services to AET Europe without Written permission from AET Europe, nor is Contractor permitted to make such Goods available to third parties other than those referred to in Article 8 (Personnel, resources, taxes and social security contributions) and 11 (Subcontracting) of these Terms and Conditions without AET Europe's Written permission.

## 11 Subcontracting

- 11.1 The Contractor is obliged to perform the Services described any the Assignment itself or to have them performed by Contractor Personnel or by persons employed by named subcontractors laid down in the (Framework) Agreement, which have been accepted by AET Europe prior to signing the Agreement.
- 11.2 If the Contractor wishes to use the services of third parties in the performance of an Agreement, either as a subcontractor or by temporarily hiring staff, it will only be authorized to do so after obtaining Written permission from AET. Consent will not be refused without reasonable grounds. However, AET Europe is entitled to attach conditions to the granting of such permission or to limit it in time.
- 11.3 Permission given by AET does not affect the responsibility and liability of the Contractor for the fulfilment of its obligations under the Agreement and these Terms and Conditions.

## 12 Insurance

- 12.1 The Contractor has taken out adequate insurance and will remain adequately insured for its liability arising from the Agreement(s) and these Terms and Conditions until three (3) years after the end date of the Agreement.
- 12.2 At the request of AET Europe, the Contractor shall immediately provide a certified copy of the policies or a statement from the insurer or insurance intermediary, which clearly shows that the Contractor is adequately insured, and furthermore proof of premium payment for the insurance referred to in Article 12.1 of these Terms and Conditions. The Contractor will not terminate the insurance contracts without AET Europe's prior Written permission and will not change the conditions under which the insurance contracts have been entered into to the detriment of AET Europe without the AET Europe's prior

Written consent. Nor will the Contractor change the insured amount to the detriment of AET Europe without the written consent referred to.

- 12.3 The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and rates, as offered by Contractor in Contractor's Quotations. If, in the opinion of AET Europe, the Contractor is in default with regard to its obligations under Article 12.1 and/or 12.2 of these Terms and Conditions, AET itself will insure its interest in this at the expense of the Contractor with an insurer or insurance intermediary of AET Europe's choice. The insurance premiums paid in that context by AET Europe for the Contractor may be settled with any amounts owed by AET to the Contractor.
- 12.4 Insurance monies paid directly to AET by insurance companies will be deducted from the compensation to be paid (if any) by the Contractor to AET Europe for the insured event.

### 13 Intellectual Property

- 13.1 All intellectual property rights with regard to any Goods, including all documentation, (technical) information and any other materials developed by AET Europe and/or provided to Contractor under the Agreement as well as preparatory materials in that regard shall exclusively belong to AET Europe or its licensors.
- 13.2 Contractor will not be entitled to use the trademarks, brand names, logos, trade names, designs or know-how, or any other distinctive sign of AET Europe, without its prior written consent. Contractor shall not be allowed to remove or evade any technical measures AET Europe has taken to protect any of the Goods provided to Contractor under the Agreement.
- 13.3 All (claims to) intellectual property rights that can or will be exercised – wherever and whenever – with regard to the results of the Services provided by Contractor are vested in AET Europe. These rights are transferred by the Contractor to AET Europe on the basis of the Agreement at the commencement date of the Agreement, which transfer is accepted in advance by AET Europe. Insofar as the results of the Services provided are realized using existing intellectual property rights that do not belong to AET Europe, the Contractor grants AET Europe a non-exclusive right of use for an indefinite period without AET Europe owing additional compensation for this. In such cases, the Contractor guarantees that it is entitled to grant the aforementioned right of use.
- 13.4 Insofar as a further deed would be required for the transfer of the rights as referred to in Article 13.3, the Contractor irrevocably authorizes AET Europe to draw up such a deed and sign it on behalf of the Contractor, without prejudice to the obligation of the Contractor to cooperate with the transfer of these rights at AET Europe's first request, without being able to impose any conditions. The Contractor also irrevocably authorizes AET Europe to register the transfer of these intellectual (property) rights in the relevant registers.
- 13.5 The Contractor hereby waives towards AET Europe any so-called personality rights that may accrue to the Contractor as referred to in the Dutch Copyright Act (Auteurswet) to the extent that the applicable regulations permit such waiver. The Contractor, having been authorized to do so, also on behalf of the Contractor Personnel concerned, waives towards AET Europe any personality rights that may accrue to the Contractor Personnel, to the extent that the applicable regulations permit such waiver.
- 13.6 The Contractor is not entitled to use the results of the Services performed in any form for its own business operations or to make them available to third parties, nor to provide any information about this to third parties, unless AET Europe has given explicit prior permission for this In Writing. AET Europe is allowed to attach conditions to such permission.
- 13.7 The Contractor indemnifies AET Europe against claims from third parties with regard to a (possible) infringement of intellectual (property) rights of those third parties, including comparable claims with

regard to knowledge, unauthorized competition and such. The Contractor undertakes to take all measures at its expense that may contribute to the prevention of stagnation and to limiting the additional costs to be incurred or damage to be suffered as a result of such infringements.

- 13.8 Without prejudice to the foregoing, AET Europe is entitled, if third parties hold AET Europe liable for a violation of intellectual (property) rights attributable to the Contractor, to dissolve the Agreement In Writing, out of court, in whole or in part.

## 14 Warranties

- 14.1 The Goods provided to Contractor by AET Europe under the Agreement are provided “as is”. To the maximum extent permitted by law, AET disclaims all warranties, claims and representations, express, implied or statutory, including without limitation, warranties in respect of quality, performance, non-infringement, merchantability or fitness for a particular purpose. AET Europe does not warrant that the Goods or the function thereof will be uninterrupted or free from defects or that it will meet any specific requirements. Neither does AET Europe warrant the permanent and continuous use of the Goods. Nor does Europe AET represent or warrant that any faults and defects will always be remedied.
- 14.2 AET Europe does not accept responsibility for the security of connections over any technology. In particular AET does not accept responsibility for the security of the used internet connections, or of the hardware or software used by the Contractor. Contractor is solely responsible for adopting appropriate security measures against unauthorized access to and interference with its hardware, associated software and data (whether transmitted or received by Contractor) as it deems necessary.
- 14.3 The Contractor guarantees that its Services are adequate and efficient, of good quality and fully in accordance with the requirements, specifications, standards, conditions or other information provided by AET Europe and furthermore that they are performed without interruption by qualified and skilled Contractor Personnel. The Contractor guarantees the integrity of Contractor Personnel charged with the execution of an Agreement on its behalf.
- 14.4 When performing the Services, the Contractor takes into account the legitimate interests of AET Europe and conducts itself as befits a good Contractor according to the prevailing standards in society.

## 15 Liability

- 15.1 If a party imputably fails to fulfil its obligation(s) under an Agreement, it is liable to the other party for the direct damage suffered or to be suffered by the other party or its personnel. Any and all liability for indirect damages, including but not limited to consequential damages, loss of profit, loss of turnover and damage of reputation, is excluded.
- 15.2 Direct damage is in any case understood to mean, but not exclusively:
- (a) damage to software and equipment and data files of or in use by one of the parties, which in any case includes: material damage, defective or non-functioning, reduced reliability and increased susceptibility to malfunctions;
  - (b) damage to other property of one of the parties and/or third parties;
  - (c) the costs of idleness of employees, Goods and facilities of one of the parties and the costs of idleness of third parties hired by one of the parties in the context of the execution of the Agreement, insofar as these costs cannot reasonably be avoided;
  - (d) fees and fines demonstrably owed to third parties as well as the value of the loss of warranty rights granted by third parties;
  - (e) reasonable costs incurred to prevent or limit damage that may be expected as a result of the event on which the liability is based;

- (f) reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the method of repair.
- 15.3 The limitation of liability to direct damage as referred to in Article 19.1 of these Terms and Conditions does not apply:
  - (a) in the event of claims by third parties for compensation as a result of death or injury;
  - (b) in the event of intent or willful recklessness on the part of the Contractor itself or of (executive) Contractor Personnel engaged by it; or
  - (c) in the event of violation of intellectual property rights as referred to in Article 13 (Intellectual Property) of these Terms and Conditions.
- 15.4 AET Europe's total liability in cases referred to in Article 15.3 of these Terms and Conditions will be limited to the fee that is or must be paid to Contractor in the year that the damage occurs, with a maximum of € 10.000,-, per event, whereby a series of connected incidents or events will count as one incident or event. In the event of death, physical injury or damage to Goods, AET Europe's liability will be limited to an amount of € 20.000,- per event, whereby a series of connected incidents or events will count as one incident or event.
- 15.5 The parties will indemnify each other against claims from third parties for compensation of damage as referred to in the previous paragraphs of this Article 15. There are no costs associated with this indemnification for the other party.

## 16 Data Protection

- 16.1 The Contractor and AET Europe agree to comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR).
- 16.2 Both parties shall ensure the protection of personal data processed during the execution of the Agreement, and take appropriate technical and organizational measures to safeguard such data from unauthorized access, loss, or disclosure.
- 16.3 In the event of a data breach, the Contractor must immediately inform AET Europe and cooperate fully to mitigate any impact and comply with legal reporting obligations.
- 16.4 The Contractor shall process personal data only as necessary for the performance of the Agreement and in accordance with AET Europe's instructions.

## 17 Confidentiality and integrity

- 17.1 During the Agreement and after its termination for whatever reason, The Contractor shall keep confidential all information they receives from AET Europe, including without limitation, information in relation to the other party's affairs or business or method of carrying on business and all customer information and shall use such information only to the extent necessary to perform their obligations under the Agreement or as may be required by law, regulation or a court decision.
- 17.2 The Contractor shall ensure that Contractor Personnel observes the statutory provisions regarding privacy and personal data protection as well as the privacy rules adhered to by AET Europe. AET Europe will inform the Contractor about these rules in a timely manner.
- 17.3 With regard to the information provided by AET Europe to Contractor or Contractor Personnel, the Contractor undertakes:
  - (a) to use information and data that Contractor or Contractor Personnel obtain from AET Europe in the context of executing the Agreement only for the purpose for which the Agreement was concluded;
  - (b) take all reasonable steps for safekeeping such information and data. The Contractor and Contractor Personnel will store all information and data in a place that is not (remotely)



accessible to third parties, so that they cannot be accessed or viewed by third parties and do not fall into the hands of third parties;

- (c) not to keep the information or data in Contractor's or Contractor Personnel's possession for longer than is necessary for the execution of the Agreement and to either make this information and data, including any and all copies made thereof, available to AET Europe immediately or in any case within fourteen (14) calendar days after full compliance with the Agreement or at first Written request of AET Europe destroy the information and data or have them destroyed, in which case ample proof of the destruction must be provided to AET Europe.

17.4 Confidentiality is not or is no longer required when:

- (a) the information becomes publicly known or available without this being the result of any act or omission on the part of the receiving party;
- (b) the information was demonstrably already known to the receiving party prior to acceptance of these Terms and Conditions;
- a) the information was obtained demonstrably independently of the information from AET Europe.

17.5 The parties will oblige their personnel and third parties engaged in the execution of an Agreement to comply with the same confidentiality provisions.

17.6 Contractor Personnel will sign a declaration of secrecy and confidentiality (In Writing) before being deployed by Contractor for the performance of an Agreement.

17.7 Without prejudice to AET Europe's right to compensation and AET Europe's other rights arising from the Agreement, in the event of a violation by the Contractor or Contractor Personnel of the provisions of this Article 16, AET Europe is entitled to collect an immediately due and payable fine for each violation amounting to 10% of the Assignment Value with a minimum of €1,000.00. The amount will be paid by the Contractor immediately after determination and Written notification thereof by AET Europe to the Contractor.

17.8 The parties shall not offer to each other, nor to third parties, nor solicit, accept or be promised from each other or third parties, for themselves or any other party, any gift, reward, compensation or profit of any kind, which can be interpreted as an unlawful practice. If a party is or has been guilty of this in relation to the conclusion or execution of an Agreement, the other party has the right to dissolve that Agreement and other Agreements that it has with the guilty party, without notice of default being required, in whole or in part, without notice of default being required. without the terminating party being obliged to pay any compensation.

17.9 If it appears that a member of the AET Europe Personnel fulfills an additional function, whether paid or not, with the Contractor or at the time of the contract negotiations and the conclusion of the Agreement, without AET Europe being informed of this prior to the conclusion of the Agreement, AET Europe is entitled to dissolve the Agreement extrajudicially without notice of default with immediate effect, without being obliged to pay any compensation.

17.10 If any of the situations described in Articles 16.8 and 16.9 occur, the other provisions of Article 18 (Default and dissolution of the Agreement) of these Terms and Conditions also apply.

17.11 The Contractor will not make any mention of an Agreement in publications, press releases or advertisements through any medium whatsoever and will not use AET Europe's name as a reference unless with the AET Europe's explicit Written and prior permission.

## 18 Force majeure

- 18.1 Force majeure is understood to mean the situation in which a shortcoming in the fulfillment of an obligation under an Agreement cannot be attributed to a party because fulfillment of the Agreement is temporarily or permanently impossible as a result of circumstances that according to the law, legal acts or public opinion are not for the account or risk of the party that is obliged to perform.
- 18.2 Force majeure does under no circumstances include: lack of personnel, strikes, illness of personnel, late delivery or unsuitability of items required for the performance of the work, exclusion of workers, shortage of raw materials, transport problems, liquidity or solvency problems on the part of the Contractor or failure of third parties engaged by Contractor.
- 18.3 In the event of force majeure, the fulfillment of the obligation(s) of the parties arising from the Agreement will be wholly or partially suspended for the duration of such force majeure, without the parties being mutually obliged to pay any compensation in this regard. However, the party that cannot comply in time or foresees this due to force majeure, will only invoke force majeure if he informs the other party In Writing and stating reasons, immediately but no later than within one week after the force majeure situation first occurs. AET Europe will not have to pay for that which has not been delivered due to force majeure.
- 18.4 The party that invokes force majeure undertakes – insofar as this lies within its power – to remove any cause of force majeure as soon as possible and makes every effort to limit the consequences of the force majeure situation as much as possible.
- 18.5 If either party is definitively unable to perform due to force majeure, or if the force majeure period has lasted longer than fourteen (14) calendar days, or as soon as it is established that this period will last longer than fourteen (14) calendar, AET Europe may Terminate the agreement in writing in whole or in part, without being obliged to pay any compensation. If the force majeure period has lasted longer than sixty (60) calendar days, or as soon as it is established that this period will last longer than sixty (60) calendar, Contractor may Terminate the agreement in writing in whole or in part, without being obliged to pay any compensation.

## 19 Default and dissolution of the Agreement

- 19.1 If either party fails to comply with any of its obligations under an Agreement, the other party can declare that party in default. Notice of default shall be given In Writing, with a reasonable term being set to allow the party in default to fulfill its obligations as yet. No notice of default will be given if fulfillment of the obligations within the agreed term or period is already permanently impossible, other than as a result of force majeure, or if the non-compliance concerns an obligation for which a fatal term applies and that fatal term has been exceeded. In that case, as well as if the aforementioned reasonable term is exceeded, the negligent party is immediately in default.
- 19.2 Without prejudice to the provisions in this regard elsewhere in the Agreement and Conditions, AET Europe has in the event of:
- (a) default on the part of the Contractor;
  - (b) (a petition for) bankruptcy of the Contractor;
  - (c) moratorium or liquidation of the Contractor;
  - (d) a request from the Contractor for debt rescheduling pursuant to the Dutch Natural Persons Debt Rescheduling Act (Wet schuldsanering natuurlijke personen);
  - (e) termination or shutdown of the Contractor's business;
  - (f) withdrawal of the permit(s) necessary for the execution of an Assignment;



- (g) attachment of (part of) the Contractor's property or items intended for the execution of an Assignment;
- (h) acquisition of control by third parties, other than group companies or subsidiaries (as referred to in Section 2:24b of the Dutch Civil Code (Burgerlijk Wetboek) and Section 2:24a of the Dutch Civil Code (Burgerlijk Wetboek), respectively), directly or indirectly, over (part of) the activities relevant to the performance of the Agreement or assets of the Contractor. For the purposes of this provision, the term control has the same meaning as the term "merger" ("fusie") defined in the SER Merger Code of Conduct 2015 (SER Fusiegedragsregels 2015), regardless of whether this code of conduct applies to this acquisition;

the right to:

- (a) unilaterally dissolve the Agreement in whole or in part without further notice of default and without judicial intervention by means of a Written notice to the Contractor;
  - (b) suspend its payment obligations, all this without AET Europe being obliged to pay any compensation and without prejudice to any further rights accruing to AET Europe, including AET Europe's right to full compensation and without prejudice to AET Europe's right to demand fulfillment and/or compensation instead of dissolving the Agreement;
  - (c) to entrust the performance of the Agreement in whole or in part to third parties at the expense and risk of the Contractor under market conditions, all without AET Europe being obliged to pay any compensation and without prejudice to any further rights accruing to AET Europe, including the right of AET Europe to full compensation.
- 19.3 All claims that AET Europe may have or acquire against the Contractor in the cases referred to in Article 18.2 of these terms and Conditions, including any advances paid pursuant to Article 5.5 of the Terms and Conditions, will be immediately due and payable in full.
- 19.4 The Contractor is aware that, in connection with the public tasks and associated responsibilities of AET's customers, AET Europe and AET Europe's customers have a major interest in the continuity of the performance of an Agreement. The Contractor therefore has no right, if AET Europe is in default, to suspend the Services or to dissolve the Agreement on its own initiative, but will have to obtain a court decision for this.
- 19.5 AET Europe has the right to unilaterally dissolve the Agreement in whole or in part without further notice of default and without judicial intervention by means of a Written notification to the Contractor if a decision or an instruction by an authorized government official (such as a Minister or a Secretary of State) to either AET Europe or AET Europe's customer(s) or amended laws or regulations prevent or hinder the unaltered execution of an Agreement, or decrease the scope of the tasks and/or activities under an Agreement to a relevant extent. In such a case, a further Agreement will be concluded between the parties in which the phasing out of the Services and the compensation of the necessary costs already incurred and yet to be incurred arising from this dissolution will be arranged.
- 19.6 In the event of (premature) termination, cancellation or dissolution of an Agreement, the Contractor will, at the request of AET Europe, fully cooperate in the transfer of the Services to AET Europe or a new supplier, who will continue the Services as AET Europe's new contractor. In that context, the Contractor undertakes in any case to transfer all updated documentation, information, Goods and other data (and all (partial) copies thereof), which in AET Europe's opinion are important for the transfer of the Services to AET Europe or AET Europe's new contractor to take place as efficiently and as quickly as possible and to guarantee the continuity of the Services to AET Europe as much as possible, and refrain from any acts or omissions hindering such transfer. Furthermore, if a situation described in this Article 18.6 occurs,

Contractor undertakes to return all Goods to AET Europe subject to the provisions of Article 15 of these Terms and Conditions.

- 19.7 In the event of termination of the Agreement after the agreed term or period has expired, the basic principle is that all investments made by the Contractor for the benefit of AET Europe in respect of the Services performed under the Agreement are deemed to be fully covered by the amounts invoiced based on Contractor's Quotation(s).

Obligations which by their nature are intended to continue even after (premature) termination, cancellation or dissolution of an Agreement, remain in force after (premature) termination, cancellation or dissolution of an Agreement according to their purport. These obligations include those with regard to intellectual property, confidentiality, liability, insurance, applicable law and competent courts.

## 20 No waiver of rights

- 20.1 No rights of AET Europe under an Agreement or the law are affected by the failure to invoke that right or by a protest regarding a shortcoming of an obligation by the Contractor.

## 21 Transfer of rights

- 21.1 The parties are not entitled to transfer their rights and obligations under the Agreement to a third party without Written permission from the other party. Consent shall not be refused without reasonable grounds; however, the party granting permission is entitled to attach conditions to the granting of such permission.
- 21.2 However, AET Europe is entitled to and the Contractor grants AET Europe permission in advance to transfer its rights and obligations to a third party in the event that as a result of changes in the implementation organization of AET Europe in the broad sense or as a result of an internal reorganization (a part of) AET Europe's business operations are continued by a third party.

## 22 Contact Persons

- 22.1 Notifications, directions and instructions to and from AET Europe will only be made by and to specified listed contact persons within the AET Personnel, who have been designated as such by AET Europe in an overview provided to Contractor by AET Europe, listing the names and authorization of each individual contact person.
- 22.2 Notifications by the Contractor and AET Europe will only be deemed to have been made if they are addressed to the contact person designated in accordance with Article 21.1 of these Terms and Conditions. The parties can therefore only rely on each other's notifications, instructions, directions and communications with regard to the execution of the Agreement based on these Terms and Conditions, if these have been given or made by the contact persons designated in accordance with this Article 21.1.

## 23 Applicable law and disputes

- 23.1 The agreement is governed by Dutch law. All Requests for Quotations, Quotations, Assignments, offers, orders, the manner in which Agreements are concluded, as well as the content and the resulting implementation of those Agreements are exclusively governed by Dutch law.
- 23.2 All disputes - including those that are only regarded as such by only one of the parties - that may arise under or in connection with an Agreement shall be exclusively submitted to the competent Court within the District of Arnhem, the Netherlands.

- 23.3 Before applying the provisions of Article 22.2 of these Terms and Conditions, the party intending to do so shall notify the other party In Writing that there is a dispute. The parties will then enter into consultation to discuss whether an amicable solution is feasible. Only if such an amicable solution has proved impossible is each of the parties entitled to apply the provisions of Article 22.2 of these Terms and Conditions.
- 23.4 The Contractor acknowledges that the fulfillment of its non-financial obligations arising from an Agreement is of essential importance to AET Europe's and AET Europe's customers business operations. The Contractor will therefore continue to perform its obligations under an Agreement in good faith during the period that a dispute continues, except insofar as the Agreement has been legally terminated. The latter, however, is without prejudice to the provisions of Article 18.9 of these Terms and Conditions. The Contractor waives any rights to suspend any of its obligations under an Agreement.