



## 360°KAS General T&Cs for the Purchase of Products v.2.1

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### I. GENERAL SECTION

#### 1. General provisions and applicability

- 1.1 These purchase conditions apply to all enquiries, quotations, orders and Agreements by means of which 360KAS bv and its affiliated companies, hereinafter referred to as "360KAS bv", purchases goods, work and/or services from a third party or gives it an (or another) order, all in the broadest sense.
- 1.2 Any deviation from these general purchase conditions shall be valid only if expressly accepted in writing by 360KAS bv. In the event of deviation from one or more provisions in these purchase conditions, the other provisions shall remain in full force.
- 1.3 In the event a provision of these purchase conditions is void or annulled in whole or in part, then the other provisions shall remain in full force. 360KAS bv and the Contractor shall agree to replace the void or annulled provision with a provision which they would have agreed if they had known that the other provision was void or annulled.
- 1.4 Any other general terms and conditions are expressly rejected.
- 1.5 These purchase conditions also apply to further or additional Agreements and the obligations between 360KAS bv and the Contractor ensuing from them.
- 1.6 In these purchase conditions the following terms have the following meaning:

Contractor: every natural or legal person with whom 360KAS bv has contracted or wishes to contract an Agreement, or from whom 360KAS bv requests or receives quotations.

Order: the execution of works and/or services and/or delivery of goods which 360KAS bv has instructed in writing.

Agreement: the Agreement contracted between 360KAS bv and the Contractor after issuing the Order.

Main Agreement: the agreement whereby the Principal assigns the execution of works and/or services and/or the delivery of goods to 360KAS bv.

Principal: 360KAS bv's assigning principal.

Framework Agreement: the framework agreement that may exist between 360KAS bv and the Contractor.

Social Securities, income tax and other Labour Law related deductions such as national insurance premiums, employee insurance premiums and income-dependent contribution for the Dutch healthcare insurance act.

#### 2. Quotations, orders, and the contracting, amendment and cancellation of Agreements

- 2.1 Requests for quotations shall not be binding on 360KAS bv but shall constitute an invitation to issue a quotation.
- 2.2 By issuing a quotation the Contractor undertakes vis-à-vis 360KAS bv to render the performance at a fixed total price, a

fixed transfer price or a variant thereof within the term set for delivery. The quotation shall remain valid for at least sixty calendar days. 360KAS bv shall not reimburse costs arising from submitting a quotation.

- 2.3 The Order is subject to the technical and administrative provisions, as well as the drawings connected with the Order and these purchase conditions and, insofar as applicable, the provisions in the Framework Agreement made between the parties. In the event of inconsistencies, the provisions relating to the Order prevail over these purchase conditions and the provisions in the Framework Agreement prevail over these purchase conditions.
- 2.4 The Contractor is obliged to immediately notify 360KAS bv and to ask for clarification if the request for a quotation or the Order or the Agreement contains inconsistencies and/or errors and/or omissions, prior commencing the performance. Contractor's right to additional payment lapses in the event 360KAS bv have not been notified prior to commence.
- 2.5 An Agreement is only made subsequent to the issuing of an Order. If the Order is connected with a Main Agreement between 360KAS bv and the Principal, the Order is made subject to the condition precedent of approval of the Agreement by the Principal. If the Contractor commences the work without an Order from 360KAS bv, it does so at its own expense and risk.
- 2.6 After contracting the Agreement, 360KAS bv may unilaterally terminate the Agreement for convenience, as long as the Contractor has not yet commenced. In such a case 360KAS bv shall reimburse the Contractor's unavoidable and auditable costs insofar as these are reasonable and have been reported to 360KAS bv within one month from the date of termination. Further compensation is excluded. The termination option mentioned in this paragraph is without prejudice to 360KAS bv's other statutory or contractual options for (free of charge) dissolution or termination of the Agreement.
- 2.7 Contractors shall be jointly and severally liable for its entire execution and for the consequences ensuing from it if they have jointly accepted the Order.

#### 3. Performance

- 3.1 The performance to be rendered by the Contractor shall, in addition to the requirements pursuant to law, common practice and reasonableness and fairness, include:
  - a. the description and/or the specification provided by 360KAS;
  - b. 360KAS bv's reasonable expectations in respect of, its nature, quality and/or reliability, these purchase conditions and the description in the quotation;
  - c. the reasonable (statutory) requirements from the perspective of safety, health, welfare and the environment;
  - d. the requirements, workmanship and skills applicable to the relevant industry;

IBAN EUR: NL17 ABNA 0494 1315 43  
IBAN USD: NL95 ABNA 0494 1691 33  
BIC: ABNANL2A

360KAS bv  
CoC reg. 66831148  
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- e. the timetable and/or the performance schedule issued or (tacitly) approved by 360KAS bv;
  - f. the requirement that materials and raw materials to be used satisfy the agreed quality and that tools and equipment used in the performance shall comply to the highest industry standards;
  - g. the requirement that the products and/or parts delivered can be delivered to 360KAS bv on reasonable terms during a period of 10 years after the last delivery.
  - h. the requirement that the persons to be engaged by the Contractor are suitable for their duties;
  - i. the requirement that the performance shall include all permit applications required for the performance of the Agreement;
  - j. the requirement that engineering and other preparatory work and/or development work to be performed in connection with carrying out the Agreement is included.
- 3.2 The Contractor shall not issue any (direct) offers or price quotations to 360KAS bv's Principal. This shall apply both to extensions and to changes in the work assigned to 360KAS bv.
- 3.3 Delivery shall take place Delivery Duty Paid (DDP, in accordance with the INCOTerms in force at the time of issuing the Order) at the location designated by 360KAS bv, unless agreed otherwise in writing. The Contractor is obliged to inform 360KAS bv in time, adequately and in writing if the delivery period shall be exceeded. Any partial deliveries shall require the prior written consent of 360KAS bv. The Contractor is obliged, if required by 360KAS bv, to provide a written production schedule or performance schedule and/or to cooperate with progress monitoring. The Contractor is obliged to cooperate if 360KAS bv wishes to accelerate the progress. Delivery shall be deemed to be completed only when the order has been delivered/completed in its entirety – in accordance with the requirements contracted in the Agreement – at the place designated by 360KAS bv.
- 4. Delivery periods**
- 4.1 The agreed delivery periods in respect of all or part of the Contractor's performance shall be binding, meaning that in exceeding those terms the Contractor is in default without any notice being required.
- 4.2 The Contractor shall owe 360KAS bv Liquidated Damages, immediately due, equal to 0.5% of the total agreed Order amount for each calendar day by which the delivery periods are exceeded, to a maximum of 10% of the total Order amount agreed with the Contractor. The Liquidated Damages in no way prejudices 360KAS bv's right to legal compensation for damages.
- 5. Changes, additional work, reduced work**
- 5.1 360KAS bv may require variations at any time to the scope, the nature of the work to be carried out, the services to be performed and/or the goods to be supplied.
- 5.2 Without prejudice to the provisions elsewhere in this article, additional work shall be reimbursed only:
- a. if the Contractor has set out in writing in a timely manner the need for a price increase as a consequence of the additions or changes to the work required by 360KAS bv, as agreed and;
  - b. if the Contractor has referred in writing in a timely manner to the magnitude of the tangible additional costs which are expected; and;
  - c. if, after taking note of the information under (a) and (b), 360KAS bv has issued a written instruction for the additional work; and;
  - d. if 360KAS bv has approved the additional work carried out; and;
  - e. if and insofar as the amount invoiced for the additional work does not exceed the amount referred to under (b).
- 5.3 A change in the nature and scope of the performance that may affect the agreed price and delivery periods for the performance shall not affect the other provisions of the Agreement.
- 6. Price**
- 6.1 The agreed price shall be fixed, firm and binding. The price cannot therefore be increased as a result of changes in currency exchange rates, purchase prices, freight charges, import and/or export duties, excise duties, levies, taxes, raw materials or semi-finished products, wages, and other performances due by the Contractor to any third parties.
- 6.2 Unless agreed otherwise the price shall include:
- a. import duties, excise duties, levies and taxes (with the exception of turnover tax);
  - b. administrative charges and other levies or costs incurred due to permit applications;
  - c. fees for the use of intellectual and industrial property rights;
  - d. all costs related to, or ensuing from, the rendering of the agreed performance;
  - e. the costs of packing, transport, storage, insurance, premiums, installation and commissioning on site. This provision shall also apply to the goods provided by 360KAS bv;



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- f. all other costs which are at the Contractor's expense pursuant to the Agreement or these general purchase conditions;
- g. anything that may be required for the proper performance of the agreement, taking into account the prevailing standards, regulations and high standards, even if not expressly stated in the agreement.
- d. the work and the location(s) where the work was performed, to which the invoice relates;
- e. the time period and the performance to which the invoice relates;
- f. the instalment number;
- g. the name and the registration number of the social security administration agency with which the Contractor is affiliated;
- h. the Contractor's tax number;
- i. the VAT identification number under which the Contractor performed the delivery or service (in the event the Contractor is an enterprise);
- j. the statement "reverse charge VAT" ("BTW verlegd") if applicable in respect of the Agreement and 360KAS bv VAT identification number.
- k. the rate applied and the amount in turnover tax to be paid;
- l. the Contractor's bank account number;
- m. the labor charges;
- n. the time sheets signed off by 360KAS bv.

### 7. Invoicing and payment

- 7.1 Unless otherwise agreed, invoices shall be submitted to 360KAS bv electronically.
- 7.2 Unless otherwise agreed in writing, the Contractor shall not invoice the amounts due by 360KAS bv until the date of delivery of the goods or the date of acceptance of the performance by 360KAS bv. If the invoice fulfils the requirements set by 360KAS bv pursuant to the Agreement or these general purchase conditions, 360KAS bv shall pay the invoice amount within sixty days of receipt of the invoice.
- 7.3 Approval or payment of an invoice shall not constitute acceptance and shall not release the Contractor from any obligation vis-à-vis 360KAS bv.
- 7.4 360KAS bv may suspend payment of invoices if the information to be submitted (periodically) by the Contractor to 360KAS for the performance of the Agreement and/or the agreed security for payment have not been received or are not received in the correct form. The same shall also apply if the documents referred to in paragraph 7.1 are missing or are not signed.
- 7.5 360KAS bv may offset any due amounts with amounts that 360KAS bv can claim from the Contractor. This provision shall also apply with respect to amounts due by the Contractor to a legal entity or company that is affiliated with 360KAS bv.
- 7.6 360KAS bv shall not accept invoices received more than six months after delivery of the goods or the date of acceptance of the performance by 360KAS bv. The Contractor's right to payment of the invoices shall lapse after that period.
- 7.7 In the event of advance payment and/or payment in instalments prior to delivery, 360KAS bv may demand a bank guarantee, to be provided in an acceptable format. This shall be at the Contractor's expense.
- 7.8 The Contractor's dated and numbered invoices shall include at least the following information, clearly and conveniently arranged. If such details are missing any payment obligation on 360KAS bv's part may be suspended.
  - a. 360KAS bv contract number (purchase order number) and the Contractor's contract number relating to the work;
  - b. the name (legal or trade name) and address of 360KAS
  - c. and that of the Contractor;
- 7.9 Any interest due by 360KAS bv to the Contractor shall be singular and equal to the Euro Interbank Offered Rate (Euribor) plus a surcharge of 50 basis points. For the rate, the one-month percentage on the date on which the invoice is due is applicable. Compounded interest shall not be paid.
- 7.10 In the event of late payment or non-payment of an invoice by 360KAS bv on the basis of suspected substantive inaccuracy of the content of that invoice or of deficiency of the invoiced performance, the Contractor shall not be entitled to terminate or suspend its performance.

### 8. Obligation to provide information, inspection

- 8.1 The Contractor is to notify 360KAS bv promptly and in writing of any circumstances that may affect or preclude performance of the Agreement. As a result of this information 360KAS bv may, if necessary, take all necessary and reasonable measures at the Contractor's expense, and/or demand amendment of the Agreement. 360KAS bv may in such event also annul or terminate the Agreement judicially or extra-judicially. The above shall also apply if 360KAS bv has reasonable expectation to suspect a similar situation.
- 8.2 360KAS bv shall be entitled – but not the obliged – to monitor the performance of the Agreement. 360KAS bv may take all possible measures that it considers reasonable for that purpose. For example, 360KAS bv shall have the right to require written monthly progress reports, and may audit the Contractor's working principles at sites where the work is performed in whole or in part (either alone or accompanied by experts).



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### 9. Warranty

- 9.1 Any defects in goods delivered, work performed and services rendered that have occurred before expiry of the warranty period are to be promptly remedied by the Contractor. Unless the Contractor proves that the defects were caused by improper use, the defective goods are to be replaced or repaired, at 360KAS bv discretion. If the defect becomes apparent in work, the work shall be performed again at the Contractor's expense.

If, during the statutory warranty period, the goods delivered or the results of the work performed perish in whole or in part or if they prove to be unfit for their intended purpose, shall, be deemed to be the result of a defect.

- 9.2 In the event that defects are discovered, the goods, parts of goods, results of work performed and/or services rendered in respect of which the defect has become apparent shall remain at 360KAS bv disposal until the cause of the defect has been established. It shall be preserved and stored in a manner and location to be determined by 360KAS bv. The Contractor shall bear all the expenses and risk in the event the goods, parts of goods are lost prior to determine the cause of the defect.

- 9.3 360KAS bv shall be entitled, in urgent cases if the Contractor remains in default or if the Contractor is unreachable, to carry out the replacement or repair (or to have it carried out) at the Contractor's expense, without a written notice.

It shall be at 360KAS bv sole discretion whether a case is urgent or whether the Contractor is unreachable.

- 9.4 As soon as the replacement or the repair is completed and accepted by 360KAS bv, a new warranty period equal to the original warranty period shall commence for that replacement or repair.

- 9.5 The warranty period shall commence upon written acceptance by 360KAS bv of the goods delivered, the work performed and/or the services rendered. If any goods are intended for incorporation by 360KAS bv in installations or systems, the warranty period shall commence at the time of completion by 360KAS bv of the installations or systems of which it forms part.

- 9.6 Without prejudice to the provisions elsewhere in this article, the Contractor shall with regard to the goods delivered by it and/or the work performed by it at all times give at least the same warranty period which 360KAS bv shall provide to its Principal. In any event, the warranty period shall be granted for a minimum of 2 years. The warranty provided by the Contractor shall be granted without prejudice to the statutory rights of 360KAS bv arising from non-conformity and/or hidden defects. The supplier has the right to request a warranty on a back-to-back basis to 360KAS bv.

### 10. Default, termination, suspension

- 10.1 In the event of imminent lawful misconduct or imminent default on the fulfilment of the Contractor's obligations, 360KAS bv may unilaterally terminate the Agreement in whole or in part without any notice of default or judicial intervention by means of written

notice to the Contractor and/or to suspend payment obligations and/or to instruct the performance of the Agreement to third parties in whole or in part, without 360KAS bv being bound to pay any compensation, without prejudice to any further rights 360KAS bv is entitled to, including 360KAS bv right to full compensation. In the event the order is issued to a third party, the Contractor shall immediately provide all cooperation which can reasonably be expected given the circumstances.

- 10.2 In the event of imminent lawful misconduct or imminent default on the fulfilment of the Contractor's obligations, 360KAS bv may, without being obliged to pay compensation to the Contractor, suspend the performance of the Agreement in whole or in part and/or oblige the Contractor to suspend the performance of the Agreement for the duration of a period to be determined by 360KAS bv.

- 10.3 With the exception of the cases referred to in paragraph 10.2 of this article 360KAS bv may at all times suspend performance of all or part of the Agreement and require that the Contractor interrupt performance of the agreement for a term to be determined by 360KAS bv if, in 360KAS bv reasonable opinion, there is fair reason to do so. 360KAS bv shall compensate any damage, insofar as it consists of direct costs auditable incurred by the Contractor, insofar as these are reasonable, and insofar 360KAS bv receives compensation from her Employer. This does not apply in the case of force majeure on the part of 360KAS bv.

- 10.4 The Contractor is obliged to mitigate any damage ensuing from the suspension or interruption by taking necessary measures to the conceivable extend.

### 11. Termination of the Agreement

- 11.1 Without prejudice to any other provisions governing (early) termination and without prejudice to its legal options in respect of dissolution or termination of the Agreement, 360KAS bv may annul the Agreement judicially or extra-judicially and immediately (without any further notice of default) in the following cases:

- if the Contractor or the party that has provided a guarantee or security for performance of the Contractor's obligations, files for a provisional moratorium on payment of debts. The foregoing shall also apply if the Contractor is declared bankrupt, enters into voluntary or involuntary liquidation, discontinues its business activities, adopts a resolution to discontinue and wind up its business, or files for bankruptcy or a moratorium on payment of its debts;
- if there are changes in respect of the Contractor's shareholders, insofar as 360KAS bv is of the
- reasonable opinion that they entail a considerable increase in the risk;
- in the event of attachment against the Contractor, or in the event of threatening attachment or other legal action in respect of the Contractor's assets;



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- e. if the Main Agreement between 360KAS bv and the Principal is terminated or suspended in whole or in part.
- 11.2 In addition to the cases specifically provided for in the Agreement, 360KAS bv may annul the Agreement early, judicially or extra-judicially, after it has begun to be performed, against compensation of all performances already rendered by the Contractor and accepted by 360KAS bv, increased by a reasonable compensation. That compensation shall be a maximum of 10% of the remaining agreed price, to cover damage suffered and costs incurred by the Contractor as a result of non-completion of the Agreement.
- This shall at all times be limited to a maximum of the value of the order/contract price plus any additional work or minus any cancelled work. 360KAS bv shall give reasons for any such extra-judicial dissolution.
- 12. Intellectual and industrial property rights, rights to drawings, etc.**
- 12.1 The Contractor warrants that the performance and normal use of the performance rendered in the broadest sense shall not infringe any patent, copyright, trademark right or other absolute rights of any third party. The Contractor indemnifies and hold harmless 360KAS bv in respect of any such claims and any proceeding expenses in case of such claims.
- 12.2 All drawings, models, specifications, required materials, calculations and other documents or other data carriers and software (including copies) made or used by 360KAS bv or the Contractor are or shall become the property of 360KAS bv upon creation. It shall be individualized immediately for this purpose and provided with clear distinguishing marks and/or shall be provided to 360KAS bv free of charge immediately upon request.
- 12.3 The Contractor warrants that goods used, to be delivered or delivered by it under the Agreement do not infringe any intellectual property rights of third parties. The Contractor indemnifies and hold harmless 360KAS bv against any and all claims of third parties based on any (alleged) infringement of such rights and shall compensate 360KAS bv for any damage suffered as a result.
- 12.4 The Contractor shall grant 360KAS bv a worldwide, exclusive and irrevocable licence with the right to grant sub licences, to any intellectual property rights related to the goods created by the Contractor if the transfer referred to in paragraph 12.2 is not (yet) possible in accordance with the law. The relevant licence fee is included in the contract price. If so required, 360KAS bv may enter the licence (or to have it entered) in the relevant registers, for which the Contractor shall provide the necessary cooperation. In the event a deed should be required or advisable for the transfer of the intellectual property rights as referred to in paragraph 12.2 or the granting of a licence referred to in this paragraph, the Contractor shall cooperate without reservation in having such deed.
- 12.5 The Contractor shall notify 360KAS bv immediately if third parties infringe (or if there is a threat that third parties shall infringe) 360KAS bv intellectual property rights.
- 12.6 The Contractor shall return to 360KAS bv all goods and documents referred to in line one of paragraph 12.2 immediately at 360KAS bv request, free of charge and segregated per Order within two weeks of receiving such a request.
- 13. Engineering documents**
- 13.1 Approvals, remarks on drawings and/or comments at cover sheets and engineering documents do not relieve the Contractor from his responsibility to meet the requirements set out in the purchase order and/or in the contract. This clause covers the design, engineering, manufacturing, testing and delivery of the supplied materials/ services from 360KAS bv. It is the Contractor's liability to ensure conformity to the highest and up-to-date applicable standards of engineering, design, and workmanship at the time the contract is awarded. The Purchaser shall be granted the power to reject any work and/or material, which in his judgment, does not comply with the requirements and/or applicable standards.
- 13.2 The Supplier shall report any defect and/or deviation in the drawings to the Client before starting the construction work. Where no defect or deviation is reported, the Purchaser shall be granted the power to reject any work and/or material which, in his judgment, is not in full compliance with the applicable requirements and/or standards. In case of extra costs resulting from the rejection, they will be charged to the Contractor.
- 14. Confidentiality / non-competition**
- 14.1 The Contractor shall keep secret, treat in confidence and refrain from disclosing the existence and the content of the request for a quotation, the quotation and/or Agreement and shall use them solely in order to carry out 360KAS bv order(s). This provision shall also apply in respect of all knowhow, data, information, drawings, and so forth that are provided to the Contractor in any form whatsoever or that are created by the Contractor in the context of performing the Agreement. The Contractor shall impose the same confidentiality obligation in writing on any third parties engaged by it in the performance of the agreement and cause any such third parties to sign the confidentiality undertakings provided by 360KAS bv. All information referred to in this article shall be returned in full to 360KAS bv immediately upon request and free of charge.
- 14.2 The Contractor shall refrain from making (price) quotations to third parties for works performed or offered by 360KAS bv.
- 14.3 The Contractor is not permitted to give any form of publicity to the performance of the Agreement without 360KAS bv prior written consent. This provision shall also apply in respect of knowhow, data, information, drawings, and so forth in any form whatsoever. None of the foregoing may be used (or permitted to be used) or copied for any other purposes, except in connection with carrying out 360KAS bv order(s) or in order to maintain direct or indirect contact with 360KAS bv instructing principal(s).



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### 15. Waiver of rights

- 15.1 Any delay or failure to demand strict compliance with any contractual or non-contractual obligations or to exercise any right shall not preclude 360KAS bv from exercising its rights. Waiver of rights is valid only in case confirmed by 360KAS bv in writing.
- 15.2 Approval, acceptance or consent provided by 360KAS bv, as referred to in these general purchase conditions, never waive 360KAS bv rights and does not release the Contractor from its obligations under the Agreement.

### 16. Liability and compensation of damage

- 16.1 The Contractor is liable for and shall indemnify and hold harmless 360KAS bv against any claim of damage which is the result of non-fulfilment, late fulfilment or improper fulfilment of the Agreement by the Contractor or of the breach by the Contractor of any other contractual or extra-contractual obligation with regard to 360KAS bv or third parties. For the avoidance of doubt, 'third party' also includes personnel of 360KAS bv or third parties engaged directly or indirectly by 360KAS bv or their personnel. 360KAS bv administration shall serve as full evidence of the damage suffered by it contrary to the evidence provided by the Contractor.
- 16.2 360KAS bv is entitled, but is not obliged, to reimburse (or have reimbursed) all damage and/or rectify (or have rectified) all damage attributable to the Contractor directly and at the Contractor's expense and risk. The costs of this shall immediately be reimbursed to 360KAS bv by the Contractor, possibly increased by proceeding costs and legal assistance costs paid or due by 360KAS bv, and can be deducted from the contract price by 360KAS bv or be off-set against amounts due to the Contractor.
- 16.3 In the event it can be proved by the Contractor that 360KAS bv is in defaults and/or acts unlawfully with regard to the Contractor or is obliged to pay compensation to the Contractor for other reasons, 360KAS bv is liable only for compensation of the damage suffered and/or to be suffered by the harmed party subject to the provisions elsewhere in this article.
- 16.4 360KAS bv liability for consequential and indirect damage is excluded. This includes in any case lost profit and lost savings.
- 16.5 Without prejudice to the provisions elsewhere in these general terms, 360KAS bv liability is at all times limited to € 1,500,000 per incident, with a maximum of € 3,000,000 for the entire duration of the Agreement.
- 16.6 360KAS bv liability is limited to a maximum of the net amount reimbursed by 360KAS bv insurer(s) if 360KAS bv cannot invoke the provisions of paragraph 15.5 of this article.
- 16.7 The Contractor may claim compensation of its damage in the event of default and/or unlawful act by 360KAS bv in the event the Contractor has given 360KAS bv written notice of default and 360KAS bv has not correct and/or rectify the unlawful situation within the notification period.

- 16.8 Defects in performance delivered by 360KAS bv shall be notified by the Contractor to 360KAS bv in writing within two months of when the relevant defect was perceived or reasonably could have been perceived. 360KAS bv is entitled to disregard notifications that are reported within two months.
- 16.9 The limitations of 360KAS bv liability included in this article do not apply to 360KAS bv liability for damages relating to personal injury or death.
- 16.10 Paragraph 15.9 of this article does not apply to agreements and statutory corporation to which the law of the United States of America or Canada applies.

### 17. Assignment, third parties

- 17.1 The Contractor may not assign, pledge, or transfer title of the Agreement, any part thereof or rights or claims arising from the Agreement to third parties without 360KAS bv written consent. 360KAS bv shall not unreasonably withhold its consent and is entitled to stipulate specific conditions to this consent.
- 17.2 The Contractor shall represent and bear liability for subcontractors and/or other third parties who have been contracted by Contractor. The Contractor warrants that subcontractors and third parties shall comply with these general purchase conditions, and with all other applicable regulations, legislation and standards in connection with the performance. The Contractor warrants that 360KAS bv can also exercise its powers arising from them vis-à-vis such sub-contractors and third parties.
- 17.3 None of the provisions in these general purchase conditions can be deemed to have been agreed for the benefit of third parties, unless explicit agreed.

### 18. Insurance

- 18.1 The Contractor is obliged to take out insurance which is satisfactory to 360KAS bv, with a minimum cover of € 2,500,000 per event or, for design and construction work, € 10,000,000 per event, and a maximum excess of € 2,500 to cover its liability and to at all times pay the premium in time, whereby in the event of failure to do so 360KAS bv may annul the Agreement without prejudice to 360KAS bv other rights, including the right to take out the relevant insurance itself and to recover the related costs from the Contractor.
- 18.2 The Contractor is obliged to take out primary insurance which is satisfactory to 360KAS bv to cover the construction risk on an All Risk basis (CAR/EAR insurance), to cover the categories (a) damage to the work effected by the contractor up to the value of that work and (b) damage to property of 360KAS bv, or its Principal, to a minimum of € 2,500,000 and (c) damage to tools, sheds, warehouses, etc. to a minimum of € 50,000 with a maximum excess of € 1,250 per category.
- 18.3 360KAS bv may require the Contractor to include 360KAS bv including it client as co-insured in the Contractor's insurance policy (or policies), and as beneficiary with simultaneous waiver by the insurers of the right of recourse, and that the insurers have the right to directly compensate 360KAS bv and/or third



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parties designated by it. On the request of 360KAS bv the Contractor is obliged to submit a copy of the insurance policy (or policies) and proof of payment of the insurance premiums.

18.4 The provisions elsewhere in this article are without prejudice to 360KAS bv right to set additional requirements of the Contractor relating to insurance, if its justified interests give rise to such.

### 19. Fair business practices, anti-bribery and anti-money laundering

19.1 The Contractor shall carry out its business activities in an honest, ethical and lawful manner, in accordance with generally accepted codes of conduct, and shall avoid unacceptable activities, including acceptance of or acquiescing in extortion, bribery, use of child labor, breach of human rights or imposing unreasonable working conditions.

19.2 The Contractor acknowledges that it is familiar with and shall comply with the anti-bribery and anti-money laundering legislation in all countries where it has establishments or offices, and in which it does business, and that it has implemented internal policy rules relating to sound business conduct. The Contractor confirms that it shall not carry out or permit any actions which would lead to 360KAS bv breaching any applicable anti bribery or anti-money laundering regulations.

19.3 The Contractor warrants to 360KAS bv that the Contractor and its employees, agents, representatives, affiliated businesses and persons who are in the employ of or act on behalf of the Contractor, have not committed acts of bribery or attempted bribery prior to the date of the Agreement (for example, but not exclusively: making an offer of any form of payment, gift or other form of encouragement, inducement, remuneration or benefit, whether in the form of money or in the form of items of value) vis-à-vis 360KAS bv or its employees, agents, representatives, affiliated businesses or persons in the employ of or acting on behalf of 360KAS bv, public or government officers or government employees, public international organizations, political parties, individuals or other entities, with a view to securing and/or obtaining or retaining business transactions with 360KAS bv, whether in connection with the Agreement or otherwise.

19.4 The Contractor warrants that performance of the Agreement shall not result in any breach of any treaty or legislative provision in the area of export control, prohibitions or restrictions or in the area of international sanctions in this respect and states that the business run by the Contractor at all times complies with and shall continue to comply with the relevant regulations.

19.5 The Contractor shall indemnify and hold 360KAS bv harmless against all claims, costs, expenditure, damages, demands, legal actions and damages (including direct, indirect or consequential damage, lost profit, reputational damage and all interest, fines, legal assistance and other costs and expenditure) suffered or incurred by 360KAS bv, which ensue from or are connected with a breach of this article, regardless of whether the Agreement has ended.

### 20. Applicable law, competent court

20.1 These general purchase conditions, and the Agreement(s) concluded with the Contractor, are governed by the laws of the Netherlands. The 1980 Vienna Sales Convention (CISG) is not applicable.

20.2 All disputes (including disputes that are deemed as such by only one of the parties) that arise between parties as a result of the Agreement or Agreements that ensue from it shall be resolved by the competent court in Rotterdam, the Netherlands, in the English or Dutch language, or, at the discretion of 360KAS bv by arbitration in accordance with the Regulations of the Netherlands Arbitration Institute (NAI). If there is a dispute, 360KAS bv shall express its preference within four weeks after the Contractor has requested it to do so.

## II. SPECIAL PROVISIONS REGARDING THE SUPPLY OF GOODS

In addition to the General Section (I), the supply of goods shall also be governed by this section (II).

### 21. Quality and description of the goods to be supplied

21.1 The goods to be supplied:

- a. shall be in accordance with the provisions contained in the agreement in respect of quantity, description and quality;
- b. shall adhere and comply in all regards with the applicable specifications;
- c. shall be accompanied by the necessary instructions to 360KAS bv or its staff to enable it independently to use the goods supplied;
- d. shall be created from sound, new materials and in accordance with high standards;
- e. shall be fit for the purpose for which they are intended;
- f. shall be manufactured from parts and raw materials the origin of which can be traced;
- g. shall not contain any asbestos or other carcinogenic substances, or otherwise be hazardous to health and environment;
- h. shall be accompanied by the required documents, such as packing lists, (warranty or quality) certificates, attestations, drawings, instruction manuals, spare parts lists and maintenance instructions;
- i. shall be in compliance in all regards with all the applicable statutory requirements, regulations and European directives (such as CE and EMC marking and the REACH directive) in respect of design, composition and quality; shall bear a type, serial and hardware number and an indication of the country of origin by means of an adequate identifying mark from the



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manufacturer or importer. If that is not possible, the delivery's packaging shall bear such identifying marks;

- j. shall be accompanied by invoices in duplicate addressed to 360KAS bv, in addition to the date, invoice number and order number and statutory information, shall also state the name of the manufacturer and the importer, as well as the type, serial and device number.

### 22. Inspection and testing

- 22.1 360KAS bv and its Principal shall be entitled to inspect and audit (either itself or by a third party) the production or the assembly and any sub-contracting of the agreed delivery at any location. 360KAS bv shall also be entitled to inspect and test (either itself or by a third party) semi-finished products or finished products prior to delivery. Inspection or testing shall not imply that the Contractor is no longer obliged to give any warranty or that the Contractor is shall no longer be liable. The other obligations ensuing from the Agreement shall also continue to exist.
- 22.2 The costs related to the inspection and testing shall be borne by the Contractor.
- 22.3 In the event of rejection of the goods delivered, 360KAS bv shall promptly notify the Contractor. The Contractor shall then immediately repair or replace the goods that have been delivered, at 360KAS bv discretion.

### 23. Packaging, transport, storage, installation

- 23.1 The Contractor is responsible for adequate packaging of the goods and shall not harm the environment. The Contractor shall take the mode(s) of transport into account and shall observe the applicable legislation and regulations of the country of final destination.
- 23.2 The Contractor is responsible for removing and/or disposal of packaging, dirt, waste and redundant materials at its own expense insofar as they originate from or are related to the supply of goods or the performance of work under the Agreement. The Contractor shall comply with the legislation and regulations applicable at the time of the removal and/or disposal.
- 23.3 The costs of packaging, transport, storage, insurance and installation of the goods, including any goods made available by 360KAS bv, shall be borne by the Contractor. To the extent that 360KAS bv has incurred such costs, the Contractor shall promptly reimburse such costs to 360KAS bv.
- 23.4 If the goods are ready for delivery, but 360KAS bv is unable to take delivery at the agreed time, the Contractor shall retain the delivery separately and recognizable as destined for 360KAS bv. The Contractor shall secure the delivery and take all measures necessary to prevent any reduction of quality until the goods have been delivered. 360KAS bv shall reimburse the reasonable costs auditable incurred by the Contractor.

### 24. Transfer of title and risk

- 24.1 The risk of the goods to be delivered shall not pass from the Contractor to 360KAS bv until delivery. The title of the goods to be manufactured or delivered shall pass to 360KAS bv upon (actual) delivery. In the event of down payments, the title shall be passed on to 360KAS bv upon manufacturing. The Contractor shall individualize the goods as 360KAS bv goods using unique identifying marks. The Contractor warrants that full and unencumbered title shall be transferred.
- 24.2 Goods to be provided to the Contractor by 360KAS bv for repair, handling or processing shall be at the Contractor's risk during the period in which they are being repaired, handled or processed. The Contractor waives its right of retention in respect of such goods and/or the work in favor of 360KAS bv.

### 25. Liability of and indemnification by the Contractor

- 25.1 The Contractor is liable for compensation of any costs and damage - including damage due to personal injury and financial loss – caused by a defect in the goods supplied and/or the equipment or materials used in the performance. This provision shall also apply if the damage or costs were caused by any imprudent act on the part of the Contractor, its subordinates or third parties engaged in the performance of the Agreement.
- 25.2 The Contractor shall fully indemnify 360KAS bv and/or its Principal against the liability referred to in paragraph 24.1.