

1. DEFINITIONS AND APPLICABILITY

1.1. These General Purchase Conditions, which include the Country-specific Terms (**GPC**) shall apply to all legal relationships (including Agreements, and non-contractual, and pre-contractual relationships) entered into between the Supplier and Bleckmann and/or its Affiliates and other companies managed and/or owned by Bleckmann, hereinafter referred to in these GPC as (**Bleckmann**).

1.2. In these GPC, the terms and expressions used throughout are defined as follows:

Affiliate: any (current and future) parent company, subsidiary and/or sister company of Bleckmann (and **Affiliates** shall be interpreted accordingly).

Agreement: the contract between Bleckmann and the Supplier for the delivery of Products and/or the provision of Services in accordance with these GPC.

Bleckmann Policies: any policies of Bleckmann applicable to the Products and/or Services and/or the performance of the Agreement by the Supplier.

Country-specific Terms: the special conditions incorporated into the GPC and set out in the Appendix which shall apply for Orders made by Bleckmann or its Affiliates in the UK, US or Belgium, respectively, and in the event of any conflict between these GPC and the Country-specific Terms, the Country-specific Terms shall prevail.

Data Processing Agreement: Bleckmann's Data Processing Agreement.

Deliverables: all documents, products, designs, software, reports, specifications, plans and other materials or items of any kind (including drafts) developed, provided or to be provided by or on behalf of the Supplier as part of or in relation to the Services.

Delivery: Products being put in the possession or under the control of Bleckmann, or Services being performed on behalf of Bleckmann.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or

forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: Bleckmann's order for the supply of Products and/or Services, as set out in Bleckmann's purchase order form.

Parties and/or **Party:** Bleckmann and/or the Supplier.

Products: all goods, materials, items, hardware, components, and spare parts delivered or to be delivered to Bleckmann as set out in the Order.

Services: the services, including any deliverables, to be provided by the Supplier under the Agreement.

Supplier: the natural or legal person from whom Bleckmann orders and/or purchases Products and/or Services.

1.3. These GPC apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing, which are specifically and absolutely rejected. All of these GPC shall apply to the supply of both Products and Services except where the application to one or the other is specified.

1.4. In entering into an Agreement based on these GPC the Supplier is deemed to have agreed to the applicability of these GPC to later Agreements and/or legal relationships with Bleckmann, unless otherwise expressly agreed by the Parties in writing.

1.5. The costs of or in connection with calculations and/or tenders of the Supplier (including, for example, tests and models) cannot be charged to Bleckmann, unless otherwise agreed in writing.

1.6. In these GPC, "written" and "writing" may include email but not fax.

2. BASIS OF AGREEMENT

2.1. Bleckmann will only enter into written agreements. Bleckmann's Order constitutes an offer by Bleckmann to purchase Products or Services or Products and Services from the Supplier in accordance with these GPC. The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing written acceptance of the Order; or

(b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Agreement shall come into existence (**Commencement Date**). Notwithstanding the above, Bleckmann reserves the right to withdraw any Order if the Supplier has not confirmed it in writing within fourteen (14) days of the date on which it was sent. In the event that the Supplier's confirmation differs from the original Order

and/or any Agreement in force between the Parties, Bleckmann will not be bound unless it has expressly agreed to the deviations(s) in writing. The acceptance by Bleckmann of Products and/or Services, as well as payments made by it in connection with those Supplier confirmations does not imply recognition of the deviations.

- 2.2. The Supplier expressly warrants and represents that it will provide Bleckmann with all (written and/or electronic) documentation intended to enable proper use of the Products and/or receipt of the Services; including (without limitation) information, instructions, regulations and/or warnings about all facts and circumstances that may be of importance to Bleckmann in relation to the Services and/or the use, further processing or further distribution of the Products, and that the Supplier has not withheld and shall not withhold any information or documentation that is or is reasonably likely to be of any importance to Bleckmann in that regard.
- 2.3. The Supplier shall not engage any other parties to carry out the Agreement in full or in part (**Subcontractors**) unless Bleckmann has given its express written permission. This permission may be granted subject to conditions. The Supplier remains responsible and liable for all acts and omissions of its Subcontractors as if they were its own.
- 2.4. Bleckmann may, at any time and in consultation with the Supplier, change or add to the specification, volume, amount and/or nature of the Products and/or Services to be delivered/provided (**Change**). If in the opinion of the Supplier, a Change has consequences for the agreed fixed price and/or the date/time of Delivery, the Supplier shall promptly inform Bleckmann in writing (which notification must be given no later than eight (8) days before the original date of Delivery) before implementing the Change. In the event that the Parties are unable to agree to any adjustment to the price and/or date of Delivery requested by the Supplier as a result of any Change, the dispute shall be resolved by the authorised representatives of the Parties, acting reasonably and in good faith. If, however, the Parties are unable to agree to the terms of a Change, Bleckmann may terminate the relevant Order by written notice to the Supplier.
- 2.5. In the event that Bleckmann requests the Supplier to perform additional work which is not part of the Services ordered, the Supplier shall not commence any additional work before submitting a detailed quote and receiving written approval from Bleckmann. Additional work will not be considered to include any activities that

the Supplier could have and should have foreseen when it accepted the Order.

- 2.6. Bleckmann reserves the right to assess the prices of the Products and Services and/or to purchase them elsewhere. Bleckmann explicitly states that it does not grant the Supplier any exclusivity, guaranteed purchases, guaranteed volume or guaranteed revenue.

3. PRICE AND PAYMENT

- 3.1. The prices and rates stated in the Order and/or the Agreement (as applicable) are fixed for the Order and/or duration of the Agreement (including any renewals thereof), shall be expressed in euros and exclude any applicable value added tax (VAT)/turnover or sales tax/goods and services tax (GST), which Bleckmann pay to the Supplier subject to the receipt of a valid VAT/sales tax/GST invoice.
- 3.2. Unless otherwise agreed in writing, the price for Products shall include all costs of packaging, delivery, insurance, transport and storage during transit, brokers' fees, customs duties and/or the return or destruction of packaging. No extra fees or charges shall be effective unless agreed in writing and signed by Bleckmann.
- 3.3. The charges for Services shall be as set out in the Order or in accordance with the rates agreed in the Agreement, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Bleckmann, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Bleckmann to inspect such records at all reasonable times on request.
- 3.4. In respect of the Products, the Supplier shall invoice Bleckmann on or at any time after completion of Delivery. In respect of Services, the Supplier shall invoice Bleckmann on completion of the Services. Unless agreed otherwise in writing, Bleckmann will pay invoices within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier, unless the maximum legal period in force within the jurisdiction in which the Products or Services are delivered mandates a shorter period for payment at any time.
- 3.5. In order to be able to pay the Supplier by the agreed payment date, the Supplier will clearly state on the invoice: Order/PO number, correct name of the Bleckmann organization that sent out the PO, name and address details, bank and VAT/sales tax/GST details and quantity and price

of the Products/Services delivered. If the above information is not, or is partially missing, the invoice will be returned to the Supplier.

- 3.6. Unless agreed otherwise in writing, the Supplier is not permitted to increase the agreed price for Products or Services following any increase in energy raw material costs, material costs, salaries, insurance premiums and transport costs which may occur during the term of the Agreement.
- 3.7. Price decreases that arise after the formation of the Agreement will replace the price stated in the Order. Delivery at a lower price to any of Bleckmann's Affiliates will be considered to apply to the entire Bleckmann organisation.
- 3.8. To the fullest extent permissible under applicable laws, Bleckmann may set off claims of the Supplier against Bleckmann, against any claim that Bleckmann has against the Supplier (regardless of the basis, and whether or not it is payable on demand).
- 3.9. Bleckmann may suspend payment if it establishes that the Products or Services are defective or negligent and/or in breach of these GPC, until the defective Products are replaced and/or the Services reperformed in conformity with the applicable specification and/or any other agreed terms.
- 3.10. Payment or set off by Bleckmann will under no circumstances be deemed a waiver of any of Bleckmann's rights under law or the Agreement.

4. DELIVERY, TERMINATION AND RISKS

- 4.1. The Supplier must deliver the Products and/or provide the Services on the dates set out in the Agreement or agreed upon in consultation with Bleckmann at a later stage. In the event that no specific dates are set out in the Agreement or Order and are not otherwise agreed in writing, the Products and/or Services must be delivered/provided within no more than two weeks from the date of the Order.
- 4.2. The Supplier shall ensure that the packaging is sound and complies with all the applicable laws and regulations, and is responsible for all security, insurance and proper transport of the Products.
- 4.3. Bleckmann may reject partial deliveries, overruns or underruns that are delivered without the prior written permission of Bleckmann, without being liable to pay any compensation in this regard. The Supplier shall not deliver the Products in instalments without Bleckmann's prior written consent. If delivery of the Products by instalments is agreed, the Supplier shall invoice and Bleckmann shall pay each instalment separately.
- 4.4. The Supplier shall ensure that each Delivery of Products is accompanied by a delivery note

which shows the order number, the type and quantity of Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered.

- 4.5. Title to and ownership of the Products shall transfer to Bleckmann after Delivery and acceptance in writing by Bleckmann (which acceptance may only be by an officer or employee of Bleckmann who is authorised to accept the Products). Where any Products are to be assembled or installed by the Supplier, acceptance shall not occur until such Products are assembled or installed. Risk shall not transfer to Bleckmann until the Products are accepted.
- 4.6. All Products will be delivered Delivery Duty Paid (DDP) in accordance with Incoterms 2020, to the address provided by Bleckmann. The Supplier will unload, assemble and/or install the Products (or have these unloaded, assembled and/or installed) at its own expense and risk and in accordance with Bleckmann's instructions. The Supplier will bear the risk of damage to or loss of the Products ordered until they are accepted in accordance with these GPC.
- 4.7. In the event that Bleckmann makes any Products or materials available to the Supplier in order to assemble these, to supervise the assembly thereof or to test any Products already assembled or put them into service, the Supplier will bear all risk thereof from the moment these Products are made available to the Supplier until the finished or tested Products are accepted by Bleckmann.
- 4.8. In relation to Services, The Supplier shall from the Delivery date set out in the Order and until completion or for the duration of the Agreement (as applicable) supply the Services to Bleckmann in accordance with the terms of the Agreement.
- 4.9. The Supplier shall immediately inform Bleckmann if it becomes aware that there is a risk of a Delivery date being missed, stating reasons. This is without prejudice to any of Bleckmann's rights pursuant to the Agreement or statute with regard to the Delivery date(s) being missed.
- 4.10. If the Supplier fails to deliver the Products on the Delivery date or to perform the Services by the applicable Delivery date, Bleckmann shall be entitled to the remedies set out in Article 5.2 or 5.3.

5. IMPLEMENTATION AND PROJECTS

- 5.1. All milestones, phases, and Service/Product Delivery or performance dates set out in any Order or the relevant Agreement between the Parties, or which are otherwise agreed in writing,

shall be fixed and binding and time shall be of the essence for the Supplier.

- 5.2. Any failure to meet agreed Delivery dates that is not caused by Bleckmann shall constitute a breach by the Supplier of its obligations under these GPC and the Supplier shall be liable to pay Bleckmann liquidated damages of 0.5% of the total Order price per week of delay (pro-rata for part thereof) capped at 10%, without prejudice to any other rights available to Bleckmann, including the right to claim higher actual damages or terminate the Agreement. The liquidated damages payable under this Article shall continue until Delivery or the termination of the Agreement or relevant Order by Bleckmann, whichever is earlier. The Parties confirm that these liquidated damages are reasonable and proportionate to protect Bleckmann's legitimate interest in performance of the Agreement.
- 5.3. Alternatively, Bleckmann shall have any one or more of the following remedies:
- 5.3.1. to terminate the Agreement with immediate effect by giving written notice to the Supplier;
- 5.3.2. to refuse to accept any subsequent performance of the Services or delivery of the Products which the Supplier attempts to make;
- 5.3.3. to recover from the Supplier any costs incurred by the Bleckmann in obtaining substitute products or services from a third party; and
- 5.3.4. to claim damages for any additional costs, loss or expenses incurred by Bleckmann which are in any way attributable to the Supplier's failure to meet such Delivery dates.
- If Bleckmann exercises its remedy under Article 5.2, it shall not exercise any of the remedies under Article 5.3.
- 5.4. The Supplier shall, at its own expense, take all reasonable measures with a view to mitigating any losses and limiting any additional expenses likely to be suffered or incurred by Bleckmann as a result of the delay or non-performance.

6. WARRANTIES

- 6.1. The Supplier warrants and guarantees that the Products shall:
- 6.1.1. correspond with their description and any applicable Product specification;
- 6.1.2. are of good quality and fit for any purpose held out by the Supplier;
- 6.1.3. meet the standard that a reasonable person would regard as satisfactory, taking into account any description of the Products, the price and all other relevant circumstances;

- 6.1.4. where they are manufactured products, be free from material defects in design, material and workmanship and shall remain so for twenty-four (24) months after Delivery;
- 6.1.5. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products; and
- 6.1.6. not infringe any third-party industrial or Intellectual Property Rights.
- 6.2. If Bleckmann gives notice in writing to the Supplier within two (2) years of Delivery that some or all of the Products do not comply with the warranties set out at Article 6.1, the Supplier shall replace or repair any Products that are found to be defective or refund the price of such defective Products in full. Bleckmann shall if requested to do so by the Supplier return the defective Products to the Supplier's place of business at the Supplier's cost and risk. After the defects are remedied, a new warranty period as described in this Article 6.2 will commence.
- 6.3. Subject to applicable laws, the Supplier shall not be liable for the failure of the Products to comply with the warranties set out in Article 6.1 if:
- 6.3.1. Bleckmann makes any further use of such Products after giving notice of defects in accordance with Article 6.2;
- 6.3.2. the defect arises because Bleckmann failed to follow the Supplier's written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- 6.3.3. the defect arises as a result of the Supplier following any drawing or design supplied by Bleckmann;
- 6.3.4. Bleckmann alters or repairs such Products without the written consent of the Supplier; or
- 6.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions by Bleckmann.
- 6.4. In supplying the Services, the Supplier warrants that it shall:
- 6.4.1. co-operate with Bleckmann in all matters relating to the Services, and comply with all instructions of Bleckmann;
- 6.4.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 6.4.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure

- that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 6.4.4. ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Bleckmann expressly or impliedly makes known to the Supplier;
 - 6.4.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 6.4.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Bleckmann, will be free from defects in workmanship, installation and design;
 - 6.4.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and
 - 6.4.8. not do or omit to do anything which may cause Bleckmann to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Bleckmann may rely or act on the Services.
- 6.5. If the Supplier fails to meet any of the requirements set out in Article 6.4, Bleckmann will be entitled to all rights available under applicable law and the applicable remedies set out in Article 7.
 - 6.6. If any products which are the same as the Products supplied by the Supplier show or risk showing defects following Delivery, Bleckmann may require a recall of such Products. All costs and losses of such recall shall be borne by the Supplier, who shall indemnify and defend Bleckmann against any third-party claims caused by or in connection with the Products, in accordance with Article 8. The Supplier must immediately inform Bleckmann if a (potential) defect is identified or suspected.
 - 6.7. If necessary in the interest of the safety of persons and/or the progress of activities, Bleckmann may have provisional repairs carried out/engage alternative service providers at the expense of the Supplier. The Supplier will only be authorised to refuse to pay Bleckmann's costs if it can prove that it was not informed of the relevant defects in a timely fashion and that, if it had been informed in a timely fashion, it would have remedied the faults at least as quickly.
- 7. ACCEPTANCE AND REMEDIES**
 - 7.1. Acceptance has no meaning other than that, in the preliminary opinion of Bleckmann, the external condition of the Products/observable provision of the Services is in accordance with the Agreement. More particularly, acceptance will not stand in the way of Bleckmann subsequently invoking the Supplier's non-compliance with its warranty commitments as referred to in Article 6, or any other obligation under these GPC.
 - 7.2. In the event that Bleckmann rejects any Products or Services (acting reasonably), or in the event that any Products or Services do not meet the requirements pursuant to these GPC, including the warranties, then Bleckmann may – without prejudice to its other rights – give the Supplier the opportunity to remedy and/or repair on demand the faults and/or defects that have become apparent, at the expense and risk of the Supplier. Additional costs, such as those for research, disassembly, transport and reassembly will be at the expense of the Supplier. Following mutual consultation, Bleckmann will determine, acting reasonably, the manner and the term within which the faults and/or shortcomings are to be remedied.
 - 7.3. If, in Bleckmann's reasonable opinion, repair or replacement or refund of Products/Services as referred to in Article 7.2 is not possible or if the Supplier does not comply with the request within the period set by Bleckmann, then Bleckmann shall be entitled to one or more of the following remedies:
 - 7.3.1. to terminate the Agreement by written notice to the Supplier;
 - 7.3.2. to refuse to accept any subsequent performance of the Services or delivery of the Products which the Supplier attempts to make;
 - 7.3.3. to recover from the Supplier any costs incurred by Bleckmann in obtaining substitute goods or services from a third party; and
 - 7.3.4. to claim damages for any additional costs, losses or expenses incurred by Bleckmann which are attributable to the Supplier's failure to comply with its warranty obligations.
 - 7.4. The Supplier is obliged to keep stock of the relevant Products, (spare) parts, components, special tools and/or measuring equipment of the same quality for a period of at least five (5) years and, if so requested, to deliver such items to Bleckmann within a reasonable period of time, including the associated services, for a reasonable and market-based fee.

8. LIABILITY

8.1. The Supplier shall fully indemnify, defend and hold harmless Bleckmann, its Affiliates, officers, employees and agents from and against any and all liabilities, claims, demands, actions, losses, (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis, where applicable in the relevant jurisdiction), and all other costs and expenses (including reasonable legal fees) suffered or incurred by Bleckmann arising out of or in connection with:

- (a) any fault, defect or deficiency in the Products delivered or Services provided;
- (b) any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Products or Services to the extent that the defects are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (c) any claim that the supply, receipt or use of the Products or Services infringes the intellectual property rights of any third party to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents, or subcontractors.

Nothing in this Article 8.1 shall restrict or limit Bleckmann's general obligation under any applicable law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

8.2. To the extent permitted under applicable laws, Bleckmann shall not be liable for injuries suffered by the Supplier, its employees or Subcontractors in connection with the supply of Products or Services under this Agreement, or for any damage, material damage, loss or theft of materials, items or tools of the Supplier or its employees or Subcontractors that are brought on to Bleckmann's premises.

8.3. Nothing shall exclude or limit the liability of either Party for death or personal injury caused by negligence, for fraud, fraudulent misrepresentation, wilful misconduct or gross negligence; breach of the terms as to title in the Products, insofar as they are implied by law; defective products under product liability laws; or for any other liability that cannot lawfully be excluded or limited.

9. INSURANCE

9.1. For the duration of the Agreement, the Supplier will ensure that it has in place adequate insurance against all losses and liabilities which may arise under the Agreement, including without limitation product liability insurance; public liability insurance and employer's liability

insurance. Unless agreed otherwise in writing, the amount of insurance cover must be at least EUR 4,500,000.00 per event per year. The Supplier will provide to Bleckmann on demand evidence confirming the required level of cover is in place and the receipt for the then current premiums.

10. ITEMS MADE AVAILABLE BY BLECKMANN

10.1. Bleckmann will continue to own all rights in and to any items, equipment and/or materials of any kind that it makes available to the Supplier in connection with the Agreement (**Bleckmann's Materials**). Bleckmann retains all its Intellectual Property Rights (including comparable rights such as know-how) to all such Bleckmann's Materials. The Supplier is granted a limited, non-transferable and non-exclusive license to use Bleckmann's Materials for the duration of the Agreement for the performance of its obligations under the Agreement.

10.2. Unless otherwise agreed in writing, the Supplier will return all Bleckmann's Materials to Bleckmann in good condition. The Supplier will use Bleckmann's Materials entirely at its own risk. Except in the case of wilful misconduct or gross negligence on the part of Bleckmann, Bleckmann will not be liable for the use of Bleckmann's Materials by the Supplier or third parties. The Supplier will not allow any Bleckmann Materials to be used to provide goods or services to any third parties, nor authorise their use or allow them to be used by or on behalf of third parties or in connection with any other purpose than the proper performance of the Agreement.

10.3. Insofar as not otherwise agreed upon in writing, the Supplier must ensure that it provides all facilities and equipment required for the performance of the Agreement, at the Supplier's own expense, including as applicable any vehicles, equipment, cranes, scaffolding and parts thereof, and any consumable items.

10.4. The Supplier will ensure that it has in place insurance for Bleckmann's Materials under the usual conditions against all loss that is the result of full or partial loss, destruction or damage, regardless of the cause, at its own expense and for the benefit of Bleckmann. Bleckmann is entitled to require inspection of the relevant policy or policies, which must state Bleckmann as co-insured.

11. CARRYING OUT ACTIVITIES IN AND ON BLECKMANN'S PREMISES

11.1. Before commencing with the performance of an Agreement, the Supplier must familiarise itself with the Bleckmann premises in which the Products are to be delivered and/or Services are

to be carried out. The costs of delays in the performance of the Agreement due to circumstances in relation to Bleckmann's premises are at the expense and risk of the Supplier.

- 11.2. The Supplier shall ensure that its presence and the presence of its personnel, on Bleckmann's premises do not constitute an obstacle to the undisturbed progress of the business and operations of Bleckmann and third parties and any nuisance and/or hindrance is kept to a minimum. The working hours of the Supplier and its personnel must correspond to working hours generally applicable at the relevant Bleckmann premises.
- 11.3. The Supplier must perform the Services in such a manner as to not cause danger, harm and/or damage to any employees, guests and/or the property of Bleckmann and its guests. The Supplier must notify its Bleckmann contact in advance of the Services and must obtain the written permission of Bleckmann for all activities that involve a fire risk (welding, grinding, soldering, burning away paint, roofing activities, etc.) and/or the use of hazardous materials. Bleckmann may in such circumstances require the Services to be undertaken outside of Bleckmann working hours to mitigate the risks to persons at the premises.

12. PERSONNEL AND THIRD PARTIES

- 12.1. The Supplier will only deploy reliable and competent personnel who are trained in the type of Services to be provided. In the event that, in the opinion of Bleckmann, acting reasonably, there is cause to do so, Bleckmann may require the removal of any Supplier personnel, in which case the Supplier will be obliged to replace the removed personnel without delay with a suitable substitute.
- 12.2. Bleckmann is authorised to inspect and assess all equipment and materials to be used by the Supplier and its personnel in the provision of the Services without giving notice.
- 12.3. The Supplier will ensure that correct, timely and full submission of tax returns are completed and payment of all taxes and national insurance and/or social security contributions owed are made with regards to the Services provided, and shall indemnify Bleckmann against any liabilities, penalties or claims in relation to any tax, salary or employee contributions due by the Supplier.
- 12.4. At all times, before the Services are commenced, the Supplier will provide Bleckmann with copies of valid identity (and where applicable, immigration) documents of its personnel, as required in compliance with the applicable laws and regulations.
- 12.5. Insofar as any part of the Services are carried out by independent workers, the Supplier will indemnify Bleckmann against any tax and national insurance and/or social security contribution claims due in respect of such workers.
- 12.6. The Supplier is fully responsible and liable towards Bleckmann for complying with the Foreign Nationals (Employment) Act and indemnifies Bleckmann against penalties, loss and/or other sanctions pursuant to the Foreign Nationals (Employment) Act.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. Without the express written permission of Bleckmann, the Supplier is forbidden from using or disclosing to any third party any Intellectual Property Rights owned by or licenced to Bleckmann, including any drawings, models, names, brands, pictures, logos, images, music, inventions, prognoses, moulds, negatives and/or other (graphic) material or software or (other) literary, scientific or artistic works of Bleckmann for (publicity) statements, such as commercials, advertisements, company brochures, reference lists, etc.
- 13.2. In the event that the performance of the Agreement requires that the Supplier creates or any Intellectual Property Rights, these will become the property of Bleckmann upon Delivery.
- 13.3. The Supplier warrants that the Products and/or Services do not and shall not infringe any Intellectual Property Rights, industrial property rights, or other proprietary rights of Bleckmann or any third party.
- 13.4. In the event that legal action is taken in connection with the infringement of such rights, or if there is a risk of such legal action being taken, the Supplier will, without prejudice to Bleckmann's rights, including the right to terminate the Agreement, at its own expense:
- 13.4.1. acquire the right for Bleckmann to continue using (the relevant portion of) the Products and/or Services after all; or
- 13.4.2. replace and/or adapt (the relevant portion of) the Product, Deliverable or Service, or remove (the relevant portion of) the Product and shall compensate Bleckmann against any costs, losses and interest suffered or incurred as a result. Adaptation and/or replacement are not permitted where this would lead to Bleckmann being limited in the application possibilities of the Products or Services.
- 12.5 The Supplier grants to Bleckmann, or shall procure the direct grant to Bleckmann of, a fully paid-up, worldwide, non-exclusive, royalty-free

licence to copy and modify the Deliverables (excluding any materials provided by Bleckmann) for the purpose of receiving and using the Services and the Deliverables.

12.6 The Supplier undertakes, at its own expense, to provide Bleckmann with all the purchase information, consumer information, maintenance information or other management information with regard to the relevant Agreement that is known to the Supplier in an editable digital file within two (2) weeks of a request to that end from Bleckmann.

14. CONFIDENTIALITY

14.1. **Confidential Information** means all information, in whatever form, that is disclosed by one Party (**Disclosing Party**) to the other (**Receiving Party**) in connection with the Agreement and is designated as confidential or should reasonably be understood to be confidential. This includes, without limitation, the terms and existence of the Agreement and any business plans, financial data, forecasts, customer and supplier information, know-how, technical materials, and intellectual property. Confidential Information does not include information that (i) is or becomes public other than through a breach of this Article, (ii) was lawfully known to the Receiving Party before disclosure, (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, or (iv) is lawfully received from a third party without restrictions.

14.2. Each Party shall keep the other Party's Confidential Information strictly confidential and shall not disclose it to any third party, except to its employees, agents, or professional advisers who need to know it for the performance of the Agreement and are bound by confidentiality obligations.

14.3. The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order. Where legally permitted, the Receiving Party shall promptly notify the Disclosing Party of such requirement and cooperate to limit disclosure or obtain protective measures.

14.4. The confidentiality obligations in this Article survive the expiry or termination of the Agreement for a period of five (5) years, unless applicable law requires a longer period.

14.5. Upon request or termination of the Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party, unless retention is required by law or for ordinary archival purposes.

15. DATA PROTECTION

15.1. The Supplier shall at all times comply with:

15.1.1. All applicable laws and regulations on the protection of personal data and information and privacy rights; and

15.1.2. The Data Processing Agreement, which is incorporated by reference into these GPC.

16. FORCE MAJEURE

16.1. Neither Party is liable for delay or failure to perform caused by a **Force Majeure Event**, meaning an event beyond its reasonable control that could not reasonably have been foreseen or prevented.

16.2. In these GPC, a Force Majeure Event includes natural disasters, epidemics, war, terrorism, civil unrest, government action, sanctions. Force majeure does not include: lack of personnel, strikes, illness of personnel, delayed delivery or unsuitability of raw materials or failure on the part of the third parties engaged by the relevant party, and liquidity problems.

16.3. The affected Party shall promptly notify the other Party and take reasonable steps to limit the impact of the Force Majeure Event. If performance is prevented for more than sixty (60) days, either Party may terminate the Agreement by written notice without liability.

17. SAFETY AND THE ENVIRONMENT

17.1. In performing its obligations under the Agreement, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force. Without prejudice to the generality of the foregoing, the Supplier, its employees, Subcontractors and any third parties engaged by the Supplier shall comply with all applicable statutory and regulatory requirements on safety, health and environment, as well as with relevant (inter)national and industry standards.

17.2. In addition, the Supplier and its personnel shall comply at all times with the Bleckmann Policies and with all safety, hygiene and operating rules issued by Bleckmann while on site at any Bleckmann premises. Copies of Bleckmann Policies will be made available upon request.

17.3. The Supplier shall ensure that its personnel and Subcontractors are properly informed of, and familiar with, the Bleckmann Policies, rules and laws and regulations referred to in this Article, and shall provide all necessary training and supervision.

17.4. In the event of an environmental incident or suspicion thereof, the Supplier shall immediately notify Bleckmann's designated contact person on site.

17.5. The Supplier acknowledges Bleckmann's sustainability objectives and Key Performance Indicators, has familiarised itself with the

Bleckmann Code of Conduct, and shall comply with them.

- 17.6. When present at Bleckmann locations, the Supplier shall ensure its personnel wear personal protection equipment and identification badges and comply with applicable visitation and security rules.

18. TERMINATION

- 18.1. Bleckmann may cancel any Order and/or terminate the Agreement in full or in part, without further notice of default or judicial intervention being required, in the event that:

- 18.1.1. the Supplier fails to meet any of its obligations under these GPC and/or the relevant Agreement;
- 18.1.2. the Supplier is in breach of applicable laws and/or causes Bleckmann to be in breach of any laws or regulatory requirements applicable to Bleckmann;
- 18.1.3. the Supplier has been declared insolvent or bankrupt, has applied for a moratorium, ceases trading or liquidates its company, or transfers its company to third parties or enters into a merger as a result of which another party acquires a substantial part of the control (unless Bleckmann has consented in writing to such change in control).

In the event of termination under Articles 18.1.1 to 18.1.3 (inclusive), the Supplier will compensate any losses and expenses incurred by Bleckmann as a result of such termination, which include, among other things, any costs incurred where Bleckmann orders substitute products and/or services from a third party supplier in order to meet its need for the Products and/or Services. In addition, Bleckmann may terminate or suspend any other agreements with the Supplier (without further notice being required).

- 18.2. Bleckmann's rights of the termination under Article 18.1 are without prejudice to any of its other rights under these GPC or in law, including the right to claim damages from the Supplier for non-performance of the Agreement.

19. APPLICABLE LAW AND DISPUTES

- 19.1. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these GPC and/or any Agreement or Order or its or their subject matter or formation shall be constructed and governed in accordance with Dutch law. The United Nations Convention for the International Sale of Goods is specifically excluded.
- 19.2. The Parties irrevocably agree that all disputes or claims (including non-contractual disputes or claims) arising out of and in relation to this

Agreement or its subject matter or formation shall be settled exclusively by the courts of Amsterdam, the Netherlands.

20. MISCELLANEOUS

- 20.1. The invalidity, illegality or unenforceability of any provision of these GPC shall not affect the other provisions. Any stipulations that are invalid, or illegal, or unenforceable will be replaced with provisions that are as close as possible to the provisions to be replaced.
- 20.2. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 20.3. No deviation, variation or waiver of any provision of these GPC is valid unless duly made in writing and signed by the authorised representatives of Bleckmann.
- 20.4. Nothing in these GPC is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 20.5. Unless it expressly states otherwise, the Agreement does not give rise to any rights for any person other than the Parties. The rights of the Parties to rescind or vary the Agreement are not subject to the consent of any other person.

APPENDIX 1 – COUNTRY-SPECIFIC TERMS

If Products and/or Services are supplied to any Bleckmann Affiliate located in one of the following countries, then the applicable Country-specific Terms set out in this Appendix shall apply:

- United Kingdom (UK)
- United States (USA)
- Belgium
- Spain

Part 1 – Terms applicable for UK**1. Price and Payment**

Article 3.1 shall be replaced by the following:

3.1. The prices and rates stated in the Order and/or the Agreement (as applicable) are fixed for the Order and/or duration of the Agreement (including any renewals thereof), shall be expressed in pounds sterling and exclude any applicable value added tax (VAT)/turnover or sales tax/goods and services tax (GST), which Bleckmann pay to the Supplier subject to the receipt of a valid VAT/sales tax/GST invoice.

2. Warranties

Article 6.1.2 shall be replaced by the following:

6.1.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Bleckmann, expressly or by implication, and in this respect Bleckmann relies on the Supplier's skill and judgement;

3. Liability

Article 8.3 is amended to read as follows:

8.3 Nothing shall exclude or limit the liability of either Party for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977, for fraud, fraudulent misrepresentation, wilful misconduct or gross negligence; liability for breach of the terms implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982; defective products under product liability laws; or for any other liability that cannot lawfully be excluded or limited.

4. Foreign Workers

Article 12.6 is replaced by the following:

12.6.12.6 The Supplier is fully responsible and liable towards Bleckmann for complying with all applicable immigration, employment and discrimination laws in

the UK, including the Immigration Act 2014, the Immigration Act 2016 and the Equality Act 2010; which includes obtaining all required licences and visas and complying with 'right to work' checks and preventing discrimination; and the Supplier indemnifies Bleckmann against penalties, loss and/or other sanctions pursuant to applicable immigration, employment and discrimination laws in the UK.

5. Applicable Law and Disputes

Article 19 is replaced by the following:

19.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The United Nations Convention for the International Sale of Goods is specifically excluded.

19.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

6. Miscellaneous

Article 20.5 is amended as follows:

20.5 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the Parties to rescind or vary the Agreement are not subject to the consent of any other person.

Part 2 – Terms applicable for USA**1. Price and Payment**

Article 3.1 shall be replaced by the following:

3.1. The prices and rates stated in the Order and/or the Agreement (as applicable) are fixed for the Order and/or duration of the Agreement (including any renewals thereof), shall be expressed in US dollars and exclude any applicable value added tax (VAT)/turnover or sales tax/goods and services tax (GST), which Bleckmann pay to the Supplier subject to the receipt of a valid VAT/sales tax/GST invoice.

2. Applicable Law and Disputes

Article 19 is replaced by the following:

19.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ohio. The United Nations

Convention for the International Sale of Goods is specifically excluded.

19.2 Each Party irrevocably agrees that the courts of Ohio shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Part 3 – Terms applicable for Belgium

1. Applicable Law and Disputes

Article 19 is replaced by the following:

19.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Belgium. The United Nations Convention for the International Sale of Goods is specifically excluded.

19.2 Each Party irrevocably agrees that the courts of Ghent shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Part 4 – Terms applicable for Spain

1. Applicable Law and Disputes

Article 19 is replaced by the following:

19.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Spain. The United Nations Convention for the International Sale of Goods is specifically excluded.

19.2 Each Party irrevocably agrees that the courts and tribunals of the city of Madrid shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.