

GENERAL PURCHASE CONDITIONS**Article 1. DEFINITIONS AND APPLICABILITY**

- 1.1 These general terms and conditions ("General Terms and Conditions") apply to all legal relationships (including Agreements and non-contractual and pre-contractual relationships) entered into with Bleckmann and/or its affiliated companies and other companies managed and/or owned by Bleckmann, hereinafter referred to as "Bleckmann". Affiliated companies shall in all cases be understood to include all (current and future) parent companies, subsidiaries and sister companies of Bleckmann.
- 1.2 In the General Terms and Conditions, the terms and expressions used below are defined as follows:
- *Service*: all activities (whatever the form and whatever the name) that the Supplier carries out for the benefit of Bleckmann.
 - *Supplier*: every natural or legal person from whom Bleckmann orders and/or purchases Products and/or Services.
 - *Delivery*: one or more items being put in the possession or under the control of Bleckmann, and the installation/assembly, if any, of ready-to-use products or performances delivered.
 - *Agreement*: all agreements/arrangements between Bleckmann and the Supplier that pertain to the delivery of Products and/or the provision of Services, as well as any other instructions/orders from Bleckmann to a supplier, and all actions or legal transactions associated with the abovementioned.
 - *Parties*: Bleckmann and the Supplier.
 - *Product*: all items and products delivered or to be delivered to Bleckmann in the carrying out of an Agreement.
- 1.3 The General Terms and Conditions of the Supplier do not apply, not even partially, and are specifically rejected.
- 1.4 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.
- 1.5 Suppliers with whom one contract has been entered into on the basis of these General Terms and Conditions are deemed to have tacitly agreed to the applicability of these General Terms and Conditions to later legal relationships with Bleckmann.
- 1.6 Should any stipulation of these General Terms and Conditions be declared void or otherwise be unenforceable, this will not affect the validity of the other stipulations in these General Terms and Conditions and Agreement. The stipulations that are not legally valid or cannot be enforced at law will be replaced with stipulations that, in terms of tenor, are as close as possible to the stipulations to be replaced.
- 1.7 Amendments and additions to any stipulation in an Agreement and/or the General Terms and Conditions can only be agreed upon in writing and will only apply to the corresponding Agreement.

Article 2. ESTABLISHMENT AND CONTENT OF THE AGREEMENT

- 2.1 Bleckmann always enters into written agreements. The Supplier must return the received Agreement to Bleckmann within fourteen (14) days of the date on which the Agreement was sent, unaltered and signed. In the event that the Supplier fails to return the Agreement within the term set out above, does not object to the contents thereof within that term or has started carrying out the Agreement, the Agreement will be deemed to have been accepted on the conditions stated in the Agreement, subject to these General Terms and Conditions. However, Bleckmann reserves the right to withdraw the sent Agreement 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 (order) confirmation differs from the original Agreement, Bleckmann will only be bound after it has expressly agreed to the derogation(s) in writing. The acceptance by Bleckmann of deliveries or performances, as well as payments made by it in connection with those does not imply recognition of the derogations.
- 2.2 The Supplier expressly declares that, at the latest at the time of delivery, it will provide Bleckmann with all (written and/or electronic) documentation intended to enable proper use of the Products and/or Services, information, regulations or

warnings about all facts and circumstances that may be of importance to Bleckmann (in relation to the use, further processing or further distribution of the products it supplies) and has not withheld any information or documentation that is or could be of any importance in that regard.

- 2.3 The Supplier is forbidden from having a third party carry out the Agreement in full or in part (through delegation, subcontracting or purchase from third parties) unless Bleckmann has given its express written permission for this. This permission can be made subject to conditions. The Supplier will at all times be fully responsible and liable for the third parties engaged by it and will, if necessary, indemnify and compensate Bleckmann in full.
- 2.4 At all times, Bleckmann will be authorised to change or add to the size, amount and/or nature of the Products and/or Services to be delivered/provided in consultation with the Supplier. In the event that, in the opinion of the Supplier, a change/addition has consequences for the agreed fixed price and/or the time of delivery, it is obliged to inform Bleckmann in writing as soon as possible, and no later than within eight (8) days of being informed of the desired change, before implementing the change.
- 2.5 In the event that the Supplier is of the opinion that it is entitled to compensation for additional work, it will not commence that additional work before submitting a quote for this work and which has been approved by Bleckmann. Additional work will not be considered to include those additional activities that the Supplier could have and should have foreseen when it accepted the Agreement.
- 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 or guaranteed revenue.

Article 3. PRICE AND PAYMENT

- 3.1 The prices stated in the Agreement are fixed for the duration of the Agreement (including any renewals thereof), expressed in euros and are excluding turnover tax. The conversion rate for foreign currency will be the official exchange rate on the day of payment.
- 3.2 Unless agreed otherwise in writing, Bleckmann will pay invoices within the maximum legal period in force at any time, though no earlier than after correct and full performance of the Agreement. The invoices will be correctly specified and bear the necessary information such as order date and number. Incorrectly specified invoices will be returned to the Supplier and may lead to payment delay.
- 3.3 Unless agreed otherwise in writing, the Supplier will not be allowed to pass on in the agreed price an increase in energy raw material costs, material costs, salaries, insurance premiums and transport costs as applicable on the day on which the Agreement was entered into.
- 3.4 Price decreases that arise after the formation of the Agreement will take the place of the agreed price. Delivery at a lower price to a certain part of Bleckmann's organisation will be considered to apply to the entire Bleckmann organisation.
- 3.5 Bleckmann is authorised to offset every claim of the Supplier against Bleckmann, against any claim that Bleckmann should have against the Supplier (regardless of the basis, and whether or not it is payable on demand).
- 3.6 Bleckmann is authorised to suspend payment if it establishes a shortcoming in the Products or provision of Services, or in the Agreement.
- 3.7 Payment or set off by Bleckmann will under no circumstances imply a waiver of Bleckmann's right to performance, termination or compensation.
- 3.8 The Supplier indemnifies Bleckmann against all expenses and losses that may arise for Bleckmann from the fact:
- a) that the Supplier is not properly registered for turnover tax in a relevant EU member state; and/or
 - b) that the Supplier provides incorrect or premature details to Bleckmann and/or the authorities in the field of turnover tax in a relevant EU member state.

Article 4. DELIVERY, TERMINATION AND RISKS

- 4.1 The Supplier is obliged to deliver its Products and/or provide its Services within the term referred to in the Agreement or agreed upon in consultation with Bleckmann at a later stage. In the event that no further arrangements were made in this regard,

the Products and/or Services must be delivered/provided within no more than two weeks.

- 4.2 Bleckmann is authorised to withdraw and/or terminate the Agreement in full or in part, without further notice of default or judicial intervention being required, or postpone the execution of the Agreement in full or in part, in the event that:
- a) the Supplier fails to meet one of its obligations under the relevant Agreement and/or according to the General Terms and Conditions, as determined by Bleckmann;
 - b) the Supplier has been declared 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.
- Regardless of whether Bleckmann makes use of its right to terminate, the Supplier will compensate the loss and expenses that arise for Bleckmann from the situations referred to under a. and b. of this paragraph, which include, among other things, any additional and other costs that should arise if Bleckmann decides to place the Agreement elsewhere in order to meet its need for the Products and/or Services it ordered by means of this Agreement. In addition, Bleckmann will be authorised to suspend any obligations towards the Supplier pursuant to other Agreements or on whatever grounds (without notice of default being required).
- 4.3 All claims that Bleckmann has against the Supplier in the situations referred to in paragraph 2 will be immediately payable in full on demand. Pursuant to the termination provisions as referred to in paragraph 2, Bleckmann will be authorised to reclaim all payments that it has made, as such payments were not due.
- 4.4 All costs of delivery, packaging and shipping, including import taxes, transport insurance, customs duties and/or the return or destruction of packaging will be at the expense of the Supplier, unless expressly agreed otherwise in writing. The Supplier is obliged to see to it that the packaging is sound and complies with all the applicable regulations, as well as to see to security, insurance and proper transport.
- 4.5 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.
- 4.6 The ownership and risk of the Products delivered and/or Services provided transfer to Bleckmann after these have been delivered to Bleckmann – to a person authorised to that end – and, if required, have been assembled or installed. Products and/or Services will be delivered Delivery Duty Paid (DDP) in accordance with the Incoterms 2020, at the address provided by Bleckmann. The Supplier will unload, assemble or install the Products and/or Services (or have these unloaded, assembled 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 General Terms and Conditions.
- 4.7 In the event that Bleckmann makes products available to the Supplier in order to assemble these, to supervise the assembly thereof or to test the products already assembled or put them into service, the Supplier will bear the risk thereof from the moment these products are made available until the delivery is accepted by Bleckmann.
- 4.8 The Supplier is to immediately inform Bleckmann in the event that there is a risk of the delivery time being exceeded, stating reasons. This is without prejudice to any consequences and Bleckmann's rights pursuant to the Agreement or statutory stipulations with regard to this delivery time being exceeded.
- 4.9 All business terms used in Bleckmann's Agreements are to be interpreted in accordance with the relevant definitions in the Incoterms 2020.

Article 5. INSPECTION BEFORE DELIVERY

- 5.1 At all times, Bleckmann will be authorised to view, assess or test the Products ordered and the results of Services provided (or have these viewed, assessed or tested) prior to delivery, while these are processed, manufactured or stored. The Supplier will enable Bleckmann or the expert to be appointed by Bleckmann to do this without

- limitation, and provide the facilities and assistance required.
- 5.2 Bleckmann will inform the Supplier in a timely fashion of the tests to be carried out by Bleckmann. The Supplier will be authorised to attend these tests or have these attended by a person to be appointed by it.
- 5.3 Regardless of whether Bleckmann has made use of its rights pursuant to the conditions of the two preceding paragraphs of this article or not, regardless of the outcome of the viewings and tests referred to therein and regardless of what Bleckmann communicates to the Supplier in this regard, the Supplier will continue to be fully liable for the correct performance of the Agreement.

Article 6. GUARANTEES

- 6.1 The Supplier guarantees the soundness of the Products delivered and the Services provided by it. This guarantee implies in any case that:
- a) the Products/Services are suitable for meeting the requirements of the purpose for which the Agreement was entered into, insofar as the Supplier was aware of that purpose or could have been aware of that purpose;
 - b) the Products/Services are delivered/provided/produced according to the latest technical standards;
 - c) with regards to their content, number, description, quality, safety, performance and result, the Product/Services are completely in accordance with the Agreement;
 - d) the applicable (inter)national laws, standards and regulations – including, without limitation, with regard to the environment, health, quality, etc – with regard to the Products/Services have been strictly complied with.
 - e) the Products/Services meet all other requirements that can reasonably be set for these;
 - f) the Products are new, of good quality and free of faults with regard to their design, processing, manufacture, construction and made-to-measure features, as well as free from faults in the materials used and offer the safety (within the meaning of Section 6:186 of the Dutch Civil Code) that may be expected of these;
 - g) In addition, the Supplier warrants that the delivered/provided Products/Services do not infringe third-party industrial or intellectual property rights.
- 6.2 Products will in any case be considered to be unsound within the meaning of paragraph 1 if these show defects within two (2) years of delivery, unless this is the result of normal wear and tear or is due to a considerable fault on the part of Bleckmann.
- 6.3 Without prejudice to Bleckmann's right to compensation of costs, loss and interest, the aforementioned warranty implies that faults that arise within two (2) years of delivery will be remedied free of charge, immediately and in full, at Bleckmann's request, if necessary through replacement of the Products. After the faults are remedied, a new guarantee period as described in paragraph 2 will commence.
- 6.4 In the event that the Supplier does not meet its guarantee commitment, Bleckmann will be authorised to have the remedy, replacement or replacement service provided by third parties, at the expense and risk of the Supplier.
- 6.5 In the event that this is necessary in the interest of the safety of persons and/or the progress of activities, Bleckmann will be authorised to 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 faults 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.

Article 7. ASSESSMENT AND REMEDY

- 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 guarantee

- commitment as referred to in Article 6, or any other obligation towards Bleckmann.
- 7.2 In the event that Bleckmann rejects Products/Services, or in the event that, at a later stage, it should turn out that – in the reasonable opinion of Bleckmann – these do not meet the requirements to be set for them pursuant to this Agreement 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 reasonably determine the manner in which and the term within which the faults and/or shortcomings are to be remedied.
- 7.3 If, in Bleckmann's reasonable opinion, replacement or improvement of Products/Services as referred to in paragraph 2 is not possible or if the Supplier does not comply with the request referred to in paragraph 2 within the period set by Bleckmann, the Supplier is obliged to accept each of the items received from Bleckmann to repay amounts to Bleckmann, without the Supplier being entitled to set off these amounts against claims against Bleckmann due or alleged by it. Bleckmann will then be entitled to do the necessary or have it done and to charge the Supplier for the associated costs, including the additional expenses that Bleckmann reasonably incurs to obtain replacement Products/Services.
- 7.4 The Supplier is obliged to keep stock of the relevant Products and/or Services, (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 to Bleckmann within a reasonable period of time, including the associated services, for a reasonable and market-based fee.

Article 8. LIABILITY AND INDEMNIFICATION

- 8.1 The Supplier will carry out the Agreement completely at its own risk. The Supplier will be liable for all direct and indirect loss suffered by Bleckmann as a result of or in connection with (faults in) the delivery or (faults in) the Products delivered/Services provided, acts on the part of the personnel of the Supplier or (faults in) the material that the Supplier makes use of in carrying out the Agreement.
- 8.2 For the duration of the Agreement, the Supplier will see to adequate insurance against the loss referred to in paragraph 1, as well as loss due to other (corporate) liability. Upon request, the Supplier will provide Bleckmann with a copy of the policy.
- 8.3 The excess, as well as a so-called "exception for third-party owned property" must be excluded in the insurance to be taken out. Unless the tender documents and/or the Agreement state otherwise, the cover of the insurance must be at least EUR 4,500,000.00 per event per year.
- 8.4 The Supplier undertakes – immediately after being held liable by Bleckmann – to assign all claims with regard to payments of insurance monies to Bleckmann at Bleckmann's request.
- 8.5 The Supplier will indemnify Bleckmann against all third-party claims to compensation of any loss suffered by them as a result of or in connection with (faults in) the delivery or (faults in) the Products delivered/Services provided, acts by the personnel of the Supplier or (faults in) the material that the Supplier makes use of in carrying out the Agreement.
- 8.6 Bleckmann is not liable in any way for injuries suffered by a Supplier, its employees or other (sub)contractors, or for damage, immaterial damage, loss or theft of materials, items or tools of the Supplier or its employees or contractors that are on Bleckmann's premises.
- 8.7 The Supplier and its employees, as well as third parties engaged by it are obliged to comply with statutory safety, health and environmental requirements. Any operating instructions, regulations and directions given by Bleckmann personnel in the field of safety, health and the environment must be observed as well.

Article 9. ITEMS MADE AVAILABLE BY BLECKMANN

- 9.1 Bleckmann will continue to be the owner of all items that it makes available to the Supplier in connection with the Agreement (which includes

- drawings, models, instructions, specifications, equipment, programs, stamps, tools or other aids). Bleckmann retains all its intellectual property rights (including comparable rights such as know-how) to its goods. The Supplier obtains a strictly personal, non-transferable and non-exclusive license to use Bleckmann's goods for the duration of the Agreement for the execution of the Agreement and subject to the resolutive condition of non-fulfilment of all legal and contractual obligations that Supplier has with respect to Bleckmann.
- 9.2 Insofar as not otherwise agreed upon in writing, the Supplier must itself see to all the facilities required for the benefit of the Services to be provided, at its own expense. Facilities must be understood to include vehicles, equipment, cranes, scaffolding and parts thereof, consumer items, etc. that the Supplier uses in the performance of the Agreement.
- 9.3 The Supplier does not have a right of retention or right of suspension with regard to the items and must hand these over at Bleckmann's request.
- 9.4 The Supplier will insure these items under the usual conditions against all loss that is the result of full or partial loss 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.
- 9.5 The Supplier will return the items to Bleckmann in good condition, unless Bleckmann gives it different instructions. The Supplier will use the items entirely at its own risk. Except in the event of intent or gross negligence on the part of Bleckmann or its managerial staff, Bleckmann will not be liable for any adverse consequences of the use of the items by the Supplier or third parties. The Supplier will not use the items for third parties, nor authorise their use or allow them to be used by third parties or in connection with any other purpose than the correct execution of the Agreement.

Article 10. CARRYING OUT ACTIVITIES ON THE PREMISES AND IN BUILDINGS OF BLECKMANN

- 10.1 Before commencing with the performance of an Agreement, the Supplier must familiarise itself with the circumstances in the buildings of Bleckmann in which the activities are to be carried out. The costs of delays in the performance of the Agreement that are the result of circumstances in the buildings of Bleckmann are at the expense and risk of the Supplier.
- 10.2 The Supplier shall insure that its presence and the presence of its personnel, whereby the working hours of the Supplier and its personnel must correspond to the times generally applicable at Bleckmann, on the grounds and in Bleckmann's buildings do not constitute an obstacle to the undisturbed progress of the activities of Bleckmann and third parties and any nuisance and/or hindrance is kept to a minimum.
- 10.3 The Supplier is obliged to carry out the activities in such a manner that these do not cause danger and/or damage for employees, guests and/or the property of Bleckmann and its guests. The Supplier requires the written permission of Bleckmann for activities that involve a fire risk (welding, grinding, soldering, burning away paint, roofing activities, etc.). This permission will be put in the form of a Bleckmann permit. The Supplier, its employees or other (sub) contractors or other companies (hired by the Supplier) must comply with the conditions of this Bleckmann permit ("Permit for Activities that Involve a Fire Risk"). This applies without prejudice to the Supplier's other (statutory) obligations, and without prejudice to the liability of the Supplier.

Article 11. (OBLIGATIONS UPON) DEPLOYMENT OF PERSONNEL AND THIRD PARTIES

- 11.1 The Supplier will only deploy reliable and competent personnel for the benefit of the provision of Services. In the event that, in the opinion of Bleckmann, there is reason to do so, Bleckmann may require the removal of this personnel, in which case the Supplier will be obliged to replace the removed personnel immediately, in accordance with the requirements referred to in this paragraph 1.
- 11.2 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.
- 11.3 At Bleckmann's request, the Supplier is obliged to provide Bleckmann with an overview containing

- the surnames, first names, addresses, residences, birth dates, birthplaces, burgerservicenummer (Dutch social security number) and employment conditions of all personnel that the Supplier deploys from week to week
- 11.4 The Supplier will see to correct, timely and full submission of tax returns and payment of all taxes and national insurance contributions owed with regards to the Services provided, and indemnifies Bleckmann against any claims in this regard.
- 11.5 At all times, before the activities are carried out, the Supplier will provide Bleckmann with copies of valid identity documents of the persons who carry out the activities within the framework of this Agreement, as required to carry out this Agreement and as required in compliance with the applicable laws and regulations.
- 11.6 Insofar as the activities are carried out by independent workers, the Supplier will indemnify Bleckmann against any tax and national insurance contribution claims.
- 11.7 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.

Article 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Without the express written permission of Bleckmann, the Supplier is forbidden from using 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.
- 12.2 In the event that carrying out the Agreement implies that the Supplier makes or develops 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, these will become the property of Bleckmann following the carrying out of the Agreement. The same applies to industrial and intellectual property rights attached thereto, such as, without limitation, copyrights, design rights, trademark rights and patents.
- 12.3 The Supplier warrants that the Products/Services do not infringe the (intellectual/industrial property) rights of Bleckmann or third parties, and indemnifies Bleckmann and its clients with regard to any such infringement, which includes comparable claims with regard to knowhow and illegal competition etc.
- 12.4 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 its right to terminate the Agreement –, at its own expense:
- a) a. acquire the right for Bleckmann to continue using (the relevant portion of) the Products after all; or
 - b) b. replace and/or adapt (the relevant portion of) the Product, or take back (the relevant portion of) the Product against compensation of costs, losses and interest. Adaptation and/or replacement may not lead to Bleckmann being limited in the application possibilities of the Products.
- 12.5 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.
- 12.6 The Supplier undertakes, at its own expense, to take all measures that may contribute to preventing stagnation at Bleckmann and limiting the additional expenses to be incurred and/or loss to be suffered by Bleckmann.

Article 13. CONFIDENTIALITY

- 13.1 The Supplier, its employees and subcontractors are obliged to observe confidentiality towards third parties with regard to all that which they become aware of before, during or after the carrying out of the Agreement with regard to company matters of Bleckmann in the widest sense. This will in any case

- include but is not limited to: company figures, turnover prognoses, advertising campaigns and details concerning intellectual property as referred to in Article 11 of these General Terms and Conditions, such as drawings, models, pictures, films, images, moulds, negatives and other graphic materials or software. The obligation of confidentiality will continue to apply after the carrying out of an Order and/or performance of an Agreement.
- 13.2 All written information that Bleckmann has provided the Supplier with must be returned to Bleckmann following the delivery or completion of the Agreement.

Article 14. FORCE MAJEURE

- 14.1 If, as a result of force majeure, the Supplier is permanently unable to meet its obligations, Bleckmann will only be obliged to pay for the performance delivered.
- 14.2 Force majeure must only be understood to be external contingencies, such as natural disasters, mobilization and/or (civil) war. Failure on the part of sub-suppliers will not be considered to be force majeure. Force majeure must in any case be understood to 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.

Article 15. SAFETY AND THE ENVIRONMENT

- 15.1 The Supplier, its employees and any engaged third parties are obliged to observe the statutory safety, health and environmental requirements and rules, as well as (inter)national and/or branch standards and regulations. However, the employees must also comply with the safety and hygiene rules issued by Bleckmann.
- 15.2 The Supplier and its personnel must observe any additional operating instructions and regulations in the field of the rules referred to in paragraph 1.
- 15.3 The Supplier and its personnel must familiarise themselves with the applicable rules and regulations as referred to in paragraph 1. Bleckmann will make a copy of the aforementioned rules and regulations issued by Bleckmann available to the Supplier at its request.
- 15.4 Bleckmann may require the Supplier to withdraw items that the Supplier has put on the market and that show faults or are threatening to show faults from the market within a reasonable term to be determined by Bleckmann (recall). All costs and losses involved in this will be at the expense of the Supplier, and the Supplier indemnifies Bleckmann against claims in this regard. The Supplier will inform Bleckmann immediately if there is a (possible) fault or a fault is suspected.
- 15.5 In the event of (a suspicion of) an environmental incident, the Supplier must immediately warn the Bleckmann contact person on site.
- 15.6 The Supplier confirms that he has taken note of the sustainability ambitions and respective Key Performers Indicators, has familiarised himself with the Bleckmann Code of Conduct and will comply with it. 16.1 Disputes between the Parties, including those that only one of the parties considers to be a dispute, will as far as possible be settled out of court.

Article 16. APPLICABLE LAW AND DISPUTES

- 16.1 Disputes between the Parties, including those that only one of the parties considers to be a dispute, will as far as possible be settled out of court.
- 16.2 These General Terms and Conditions are subject to English law. The scope of application of any international convention on the purchase of movable corporeal property, the scope of application of which can be excluded between the Parties, is hereby expressly excluded and is therefore not applicable. More particularly, the applicability of the Vienna Sales Convention of 1980 (CISG 1980) is expressly excluded.
- 16.3 Exclusive jurisdiction to hear all disputes lies with the English courts, whether or not relating to the Agreement(s) that are subject to these General Terms and Conditions.
- 16.4 Obligations that are by their nature destined to continue even after termination of an Agreement will continue after termination of the Agreement, which includes – among others – obligations regarding confidentiality.