

# **General terms and conditions of purchase**

Bincx B.V.

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## Article 1. Definitions

In these general purchase terms and conditions, the following terms shall have the following meanings:

1. Bincx B.V.: defined in article 2 of these general terms and conditions;
2. Delivery Duty Paid: Supplier shall bear the risks and costs including duties, taxes and other levies connected with the delivery of the Goods.
3. Supplier: the party who pursuant to the Agreement performs Services for Bincx B.V. or delivers Goods to Bincx B.V.;
4. Agreement: any agreement between Bincx B.V. and Supplier for the provision of Services/Delivery of Goods by Bincx B.V. to Supplier;
5. Parties: Supplier and Bincx B.V. together;
6. In Writing/Written: by email or by post;
7. Third Party(ies): Other natural or legal persons who are not part of this Agreement;
8. Services: the services to be provided by the Supplier in accordance with the Agreement;
9. Goods: the goods to be supplied by the Supplier in accordance with the Agreement;
10. Purchase Order: confirmation from Bincx B.V. to the Supplier for the purchase of Goods or Services.

## Article 2. Identity of Bincx B.V.

Company name: Bincx B.V.

Street name and number: De Bonkelaar 7

Zip code and place of business: 3774 SB Kootwijkerbroek

Phone number: 0342 44 44 40

Chamber of Commerce number: 08095218

## Article 3. General provisions

1. These General terms and conditions of purchase are applicable to all requests, offers, Agreements and other (legal) acts relating to the delivery of Goods and/or the provision of Services between Bincx B.V. and Supplier.
2. If the Agreement is concluded electronically, in deviation from the previous paragraph and before the Agreement is concluded, the text of these general terms and conditions of purchase may be made available to the Supplier electronically in such a way that it can be easily saved by the Supplier on a durable data carrier. If this is not reasonably possible, it shall be indicated before the Agreement is concluded where the General Conditions may be inspected electronically and that at the Supplier's request they will be sent electronically or otherwise free of charge.
3. Unless explicitly agreed otherwise In Writing, the applicability of other (delivery) terms and conditions is excluded.
4. Deviating provisions and any terms and conditions of the Supplier shall only apply if and insofar as Bincx B.V. has expressly agreed to them In Writing. The Supplier cannot derive any rights for the future from any agreed deviations from these General terms and conditions of purchase.
5. If and insofar as there is a discrepancy between the Dutch text of the general terms and conditions of purchase and any translation thereof, the meaning of the Dutch text shall always prevail.

6. Deviations from or additions to these general terms and conditions of purchase are only valid if they have been expressly agreed In Writing.
7. If and insofar as any provision of these general terms and conditions of purchase cannot be invoked on the grounds of reasonableness and fairness or is unreasonably onerous, the provision in question shall in any case be accorded a meaning corresponding as far as possible to its contents and purport so that it can be invoked.
8. Bincx B.V. is entitled to engage Third Parties for the execution of the Agreement.

#### Article 4. Realization of the Agreement

1. If the Supplier makes a Written or verbal offer, the Agreement shall only come into being by means of a Written acceptance by Bincx B.V.
2. If the Supplier has not made a Written or oral offer, the Agreement shall be concluded by the Supplier accepting In Writing an order In Writing from Bincx B.V. within 14 (fourteen) days of the date of the order.
3. Until the Agreement has been signed or accepted In Writing by one or more persons authorized to represent , Bincx B.V. shall be free to withdraw from negotiations or abort a purchasing procedure without being liable for damages.
4. Parties will bear their own costs for the negotiations, documentation, preparations and expertise required therefor.
5. The Supplier cannot derive any justified expectation that an Agreement will be concluded from the invitation to submit a quotation and/or negotiate about an order.
6. The Supplier's offer shall be irrevocable during the period stated in the offer. If no period is specified in the offer, the offer shall be valid for a period of 60 (sixty) days. During this period, Supplier shall not be entitled to increase its offer to the disadvantage of Bincx B.V
7. If Bincx B.V. has already provided the Supplier with a copy of these General terms and conditions of purchase in previous orders, or if Bincx B.V. has informed the Supplier where the General terms and conditions of purchase are available for inspection, the Supplier shall be deemed to have taken note of these General terms and conditions of purchase. The Supplier, who has once been contracted on the basis of these general terms and conditions of purchase, hereby agrees to the applicability of these general terms and conditions of purchase to all subsequent Agreements between the Parties.
8. All Agreements are entered into subject to the issue of a Purchase Order. If Bincx B.V. does not issue a Purchase Order within six months after the Agreement has been signed, Bincx B.V. may dissolve the Agreement without giving any further reason and without being liable for damages, unless the Agreement has already been executed and Bincx B.V. has actively cooperated in this.

#### Article 5. The Agreement

1. An Agreement is entered into for an indefinite period of time, unless the Parties have agreed In Writing on an Agreement for a definite period of time.
2. If an Agreement is entered into for a definite period of time, it shall be tacitly/silently renewed each time by 1 (one) year towards the end of the term, unless notice of termination is given.

3. A notice of termination as referred to in paragraph 2 may only be given up to 1 (one) month before the end of the agreed term. Such termination shall only ensure that the agreement is not (tacitly) renewed.
4. Each Party may terminate an Agreement entered into for an indefinite period of time In Writing at any time, subject to at least 3 (three) months notice.
5. Either Party may at any time terminate a Fixed Term Agreement in Writing, giving at least 2 (two) months' notice, if the Fixed Term Agreement has a term of at least 6 (six) months.
6. If an Agreement has been entered into for a definite period with a term of less than 6 (six) months, the Supplier is not authorized to terminate that Agreement. Bincx B.V. may terminate an Agreement entered into for a definite period of time with a term shorter than 6 (six) months, but longer than 1 (one) month by giving 1 (one) month's notice.
7. If, after termination of a current Agreement, the Parties enter into negotiations on a new Agreement to be concluded and the Supplier continues the delivery of Goods and/or performance of Services after the end of the terminated Agreement, the provisions of these General Purchase Conditions and of the terminated Agreement between the Parties shall remain in force until the provisions of the new Agreement shall apply between the Parties.
8. If any provision of these General Purchase Conditions or of an Agreement proves to be invalid or is annulled, this will not affect the validity of the entire General Purchase Conditions or Agreement. The Parties will consult with each other in order to agree on a new provision to replace the void or voided provision, taking into account the objective and purport of the void or voided provision as much as possible.
9. These General Purchasing Terms and Conditions shall also apply to future additional and/or subsequent Agreements.
10. Bincx B.V. is authorized, at its own discretion, to suspend or dissolve In Writing all or part of the Agreement without further notice of default and with immediate effect, without being obliged to pay any compensation, in the event of one of the following:
  - a. Supplier's suspension of payments or declaration of bankruptcy or a request for such a thing;
  - b. the Supplier is placed under guardianship or administration;
  - c. sale or termination of the business or death of Supplier;
  - d. revocation of Supplier's permits that are necessary for the execution of the Agreement;
  - e. total or partial attachment of the assets or of a significant part of the business assets of the Supplier or of Goods destined for the execution of the Agreement;
  - f. the fact that the Supplier fails to fulfill one or more obligation(s) arising from the Agreement and/or these Purchase Conditions, or fails to do so in full.

## Article 6. Fee/Prices

1. The fee/prices stated in the Agreement shall apply for the duration of the Agreement, unless otherwise agreed In Writing.

2. All agreed prices shall be inclusive of all costs and surcharges, including (but not limited to) costs of packaging, loading, transport, installation, unloading of Goods, insurance, administration, accommodation of persons, travel expenses and travel time. Additional costs not expressly accepted In Writing by Bincx B.V. prior to the Order shall not be eligible for reimbursement. Travel expenses and travel time may only be claimed if agreed in advance In Writing and if it concerns a business trip whereby the start and end of the trip are different from the agreed location of the work and this trip is made on behalf of Bincx B.V.
3. All agreed prices are exclusive of turnover tax (VAT), but inclusive of all other government-imposed taxes, excise duties and levies.
4. The agreed prices are in euros (€).

## Article 7. Payment and invoicing

1. Invoicing of Goods shall take place after the Goods have been delivered and received in good order, unless otherwise agreed In Writing.
2. Invoicing for Services performed shall take place during the term of the Agreement by means of a monthly itemized invoice to be submitted to Bincx B.V. by the Supplier, possibly including an hourly specification, unless otherwise agreed upon In Writing.
3. Invoices shall correspond with the order, the Goods delivered or Services performed and with the requirements under and pursuant to the law and shall in any event state
  - a. the delivery address;
  - b. the delivery date;
  - c. the net price of the Goods or Services;
  - d. the address details of Supplier in accordance with the Chamber of Commerce;
  - e. the name of the ordering party/contact person and/or cost centre at Bincx B.V.;
  - f. the PO number;
  - g. the invoice date;
  - h. the description and quantity of the Goods or Services invoiced;
  - i. the invoice amount per invoice line and in total;
  - j. the VAT (specified per VAT category);
  - k. the number of kilograms delivered by the supplier;
  - l. the Swift/IBAN number;
  - m. the VAT number.
4. Payment for the Service performed or the Good received shall be made within 60 (sixty) days after receipt of a properly specified invoice or, if later, within 60 (sixty) days after delivery and acceptance of the result in a manner to be determined by Bincx B.V. A payment discount of 1 (one) % applies if the invoice amount is paid within 60 (sixty) days after receipt of the invoice by Bincx B.V.
5. Bincx B.V. is authorized to suspend payment of an invoice in whole or in part if:
  - a. Bincx B.V. is of the opinion that the Goods delivered and/or Services performed do not (entirely) comply with the Agreement and/or there is otherwise a shortcoming in the performance of the Agreement by the Supplier;
  - b. Bincx B.V. has reasonable doubt as to the correctness of the content of the relevant invoice.

6. Exceeding a payment period by Bincx B.V. shall not entitle the Supplier to suspend or terminate its performance.
7. Bincx B.V. is entitled at all times to set off any amounts it owes to the Supplier for whatever reason against amounts the Supplier owes to Bincx B.V. for whatever reason.
8. Bincx B.V. shall never be in default without a prior legally valid notice of default, subject to the provisions in article 6:83 of the Dutch Civil Code. After a notice of default In Writing from the Supplier, Bincx B.V. shall have 30 (thirty) days to fulfil its obligations before it is in default.
9. If Bincx B.V. is in default, Bincx B.V. shall only owe default interest equal to the statutory interest pursuant to article 6:119 of the Dutch Civil Code and, subject to the provisions in article 9 (liability and indemnification), Bincx B.V. shall not be liable for any costs other than those actually incurred by the Supplier.
10. Payment by Bincx B.V. shall in no way whatsoever imply a waiver of any right..

## Article 8. Dissolution

1. If the Supplier fails to fulfil one or more of his obligations or fails to do so properly or in good time, is declared bankrupt, applies for a (temporary) moratorium and/or a moratorium, proceeds to liquidate his business or if his assets are seized in whole or in part, Bincx B.V. has the right to suspend performance of the Agreement or to terminate and/or dissolve the Agreement in whole or in part by means of a Written declaration. has the right to suspend the execution of the Agreement or to terminate and/or dissolve the Agreement in whole or in part by a Written declaration by operation of law and without prior notice of default, all this at its own discretion and always without prejudice to any of its rights to compensation for costs, damages and interest.
2. If the Agreement is terminated on the grounds of force majeure, Bincx B.V. is entitled to compensation for the costs already incurred at the time of the termination of the Agreement.

## Article 9. Liability and indemnification

1. Supplier is liable for all damage suffered by Bincx B.V. and/or Third Parties as a result of a failure in the performance of the Agreement and/or as a result of unlawful acts or omissions by the Supplier, its personnel or Third Parties engaged by it.
2. The Supplier shall indemnify Bincx B.V. against and hold Bincx B.V. harmless against all claims from Third Parties regarding damage resulting from the performance of the Agreement by the Supplier, including, but not limited to:
  - a. claims for compensation on the grounds of product liability pursuant to article 6:185 Dutch Civil Code;
  - b. all costs of legal assistance, which are directly or indirectly caused by conduct of (employees of) the Supplier, subcontractors or other auxiliary persons of the Supplier in violation of obligations applicable to the Supplier under the Agreement and applicable laws and regulations, including guarantees provided by the Supplier; and
  - c. all claims, damages, costs and the like arising from the Supplier's failure to pay, or to pay in full, salaries, sales tax, taxes, fees, emoluments and/or social

security contributions related to the performance of the Contract, whether legally or contractually.

3. Bincx B.V. is not liable for any damage suffered by the Supplier, his personnel or Third Parties engaged by him in the performance of the Agreement, unless the damage is the result of intent or gross negligence on the part of Bincx B.V.
4. The Supplier shall indemnify Bincx B.V. against claims filed against Bincx B.V. by employees in the context of the Supplier's performance of the Services. This shall also include obligations of the Supplier as the employer arising from tax and social security legislation and employment conditions claims by its personnel regarding work performed.

## Article 10. Performance by Supplier

1. Supplier certifies that it will not use bribery, forced or child labor, or other ethically unacceptable business practices. Nor will the Supplier take any actions in violation of applicable competition laws.
2. Supplier shall ensure that it, its employees and any Third Parties it engages comply with applicable laws and regulations.
3. Supplier shall immediately inform Bincx B.V. of an (imminent) exceeding of the agreed delivery date(s) or term(s).
4. In the event that the Supplier fails to comply with the obligation to deliver on time, the Supplier shall owe a penalty. The amount of the penalty shall be 1% of the price for the Goods or Services delivered late per calendar day up to a maximum of 25% of that price. The penalty shall not affect Bincx B.V.'s right to performance, rescission, suspension and damages.
5. If Bincx B.V. suffers damage as a result of the non-timely or incorrect delivery by the Supplier, Bincx B.V. shall be entitled to compensation for this damage from the Supplier.
6. Unless expressly agreed otherwise In Writing, all schedules, dates and milestones shall be considered deadlines. Exceeding the agreed dates shall constitute default on the part of the Supplier, unless the Supplier proves that the exceeding is solely due to the intent or deliberate recklessness of Bincx B.V. or if the Supplier can successfully invoke force majeure.
7. The Supplier shall not be entitled to set off and/or to suspend payment.
8. The Supplier itself shall provide the necessary (auxiliary) resources for the performance of the Agreement.
9. In the event that Bincx B.V. makes (auxiliary) materials available to the Supplier for the fulfillment of the Supplier's obligations, these materials shall remain the property of Bincx B.V. The Supplier shall keep these materials separated from objects belonging to itself or Third Parties. The Supplier shall mark these materials and treat them as the property of Bincx B.V.
10. Alterations to the aforementioned tools as well as the use of these tools for or in connection with any other purpose than the provision of services to Bincx B.V. are only permitted with the prior Written approval of Bincx B.V.

## Article 11. Force majeure

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, the Parties may suspend the fulfillment of their obligations under the Agreement for the duration of



the force majeure, with a maximum of 6 (six) weeks. This is subject to the condition, on penalty of forfeiture of a claim of force majeure, that the Party that is prevented from fulfilling its obligations by force majeure notifies the Third Party of this as soon as reasonably possible, stating all relevant information regarding the situation of force majeure.

2. If a Party is unable to perform its obligations after the expiry of these 6 (six) weeks due to force majeure, the Third Party shall be entitled to rescind or cancel the Contract, without being liable for compensation.
3. Force majeure shall in any case not include illness of supplier personnel, lack of supplier personnel, strikes, shortcomings of Third Parties engaged by the Supplier, failure or unsuitability of auxiliary materials, (imminent) danger of war, shortcomings of suppliers or contractors of the Supplier, shortcomings of transporters, liquidity or solvency problems at the Supplier and Third Parties engaged by it.

## Article 12. Insurances

1. Supplier shall, at its own expense, take out and maintain adequate professional and business liability insurance as well as continuity insurance in the event of business interruption (due to, for example, loss of data, fire, water damage, theft, fraud, et cetera) for the duration of the Agreement and for a period of 3 (three) years after the end thereof. The insurances shall at least be in line with the market and adequate for the reasonably foreseeable risks of a company such as Supplier.
2. Supplier shall at Bincx B.V.'s first request provide adequate proof of insurance and premium payment.
3. If Supplier does not comply with this article, Bincx B.V. may dissolve the Agreement without the Supplier being entitled to compensation.

## Article 13. Warranty

1. Supplier guarantees that the Goods and/or Services to be delivered by it comply with the Agreement, with the specifications stated in the offer, with the reasonable requirements of soundness and/or usefulness and with the statutory provisions and/or government regulations existing on the date of the conclusion of the Agreement.
2. Goods and Services are guaranteed for a period of twelve (12) months from delivery, unless a longer period follows or is used by law, case law or by the Supplier, or within the branch of business of the Supplier. The warranty period shall be extended by a period equal to the period(s) during which the Goods and/or Services have not been used or could not be fully used due to a shortcoming in the performance(s).
3. If, in the opinion of Bincx B.V., the Goods delivered and/or Services performed do not comply with the Agreement, Bincx B.V. shall, within the warranty period and without prejudice to all other rights and claims, have the choice, among other things, to:
  - a. to return the Goods at the expense and risk of the Supplier;
  - b. having the Goods and/or the Services performed by the Supplier repaired, modified, improved or redelivered free of charge;
  - c. to dissolve the Agreement, in whole or in part, with immediate effect and to claim additional damages.
4. If, after consultation with the Supplier, it should reasonably be assumed that the Supplier cannot or will not provide repair or replacement in time or properly, Bincx

B.V. has the right in urgent cases to have repair or replacement carried out by a Third Party at the Supplier's expense.

5. The Supplier guarantees that the Goods to be delivered shall at all times be of good and consistent quality and free from defects in construction, material, manufacturing finish and design, as well as errors and defects in nature, composition and content. Supplier also guarantees that the Goods to be delivered are completely suitable for the purpose for which they are intended and can be used as such and, to the extent applicable, processed.

## Article 14. Delivery of Goods

1. The place of delivery shall be the address which Bincx B.V. has made known to the Supplier.
2. The delivery of the Goods and the transfer of risk shall take place Delivered Duty Paid and shall be unloaded at the address indicated by Bincx B.V. and within the agreed period, in accordance with the delivery specifications, on the understanding that the risk of the Goods shall not pass to Bincx B.V. until Bincx B.V. has approved the deliveries. Bincx B.V. may at any time change the delivery specifications on reasonable grounds.
3. If delivery of an ordered product turns out to be impossible, the Supplier will make every effort to make a replacement product available. The costs of any return shipment shall be borne by the Supplier.
4. The risk of damage and/or loss of Goods shall be borne by Supplier until the time of delivery and placement with Bincx B.V. or the location designated by Bincx B.V. or a representative designated in advance and made known to Supplier, unless expressly agreed otherwise.
5. Ownership of the Goods delivered to Bincx B.V., the delivery of which has been approved, shall, to the exclusion of any claims of retention of title and right(s) of complaint, pass to Bincx B.V. at the time these Goods are approved by Bincx B.V. Supplier warrants that full and unencumbered ownership is provided.
6. If, for any reason whatsoever, Bincx B.V. is not able to accept delivery of the Goods at the agreed time and these Goods are ready for delivery, the Supplier shall, for a reasonable fee to be determined by mutual Agreement, keep the Goods which are recognizable as the property of Bincx B.V. to be transferred separate and secure and take all measures necessary to prevent a deterioration in quality until Bincx B.V. is able to accept delivery of the Goods.
7. The Goods must be properly packed, secured and transported in such a way that they reach their destination in good condition, all this in compliance with the applicable laws and regulations.
8. Supplier shall observe any requirements set by Bincx B.V. with respect to packaging or transport.
9. The Supplier shall be responsible for removing the packaging materials it has supplied from Bincx B.V.'s premises. Bincx B.V. shall at all times be entitled to return or destroy the packaging materials at the Supplier's expense and risk.
10. The Supplier shall state the Purchase Order number, the article number, the description of the articles and the numbers clearly and neatly on the packing list/packing note.

## Article 15. Performance of Services

1. Supplier warrants that it will perform the Services with the degree of care, expertise and professionalism that is customary within Supplier's industry and that the results will meet the agreed specifications, service descriptions and/or the characteristics and requirements that are required of the Services in the course of business.
2. The Supplier is not permitted to transfer and/or outsource all or part of its obligations under an Agreement to a Third Party (including secondment) without the prior Written consent of Bincx B.V. Bincx B.V. will refuse to grant permission to Supplier only on the basis of objective objections.
3. If Bincx B.V. has consented to the engagement of a Third Party by Supplier, Supplier shall impose the same obligations on the Third Party as apply between Supplier and Bincx B.V.. The Supplier is and shall at all times remain responsible and liable for acts and/or omissions of a Third Party engaged by it.
4. At Bincx B.V.'s request, the Supplier will cooperate with the Third Party or Parties designated by Bincx B.V.
5. Supplier shall make available only qualified persons for the agreed Services. In the event of justified doubt on the part of Bincx B.V. regarding the suitability of a person, Bincx B.V. may request that this person be replaced as quickly as possible at the Supplier's expense.
6. Supplier shall ensure that Bincx B.V. can verify the identity of the personnel and/or Third Party(ies) brought in before the start of the work by means of a valid identity document. Furthermore, the Supplier shall ensure that the person can identify himself at all times on the work floor.
7. If the Supplier fails to comply with the obligation referred to in the previous paragraph on time, Bincx B.V. reserves the right to deny the relevant employees and/or Third Party(ies) engaged access to the location. Supplier shall indemnify Bincx B.V. against any claims, possible fines and/or other claims in this respect.
8. The Parties acknowledge that nothing in the Agreement shall give rise to an employment relationship between the persons to be deployed by or on behalf of Supplier and Bincx B.V.
9. The Supplier shall at all times be responsible for fulfilling its obligations pursuant to tax and social security legislation.
10. If the Supplier, with Bincx B.V.'s permission, engages a Third Party who is self-employed for the performance of the Agreement, the Supplier declares that it will only use an Agreement from which it follows that no employment relationship arises between Bincx B.V. and the Third Party who is self-employed.

## Article 16. Transfer

1. Rights and obligations of Supplier from this Agreement cannot be transferred without the prior Written consent of Bincx B.V. This provision shall be deemed to be a clause having effect under the law of property, as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

## Article 17. Intellectual Property

1. Supplier warrants that the use of the Goods it supplies and/or Services it performs will not infringe any intellectual property rights of Third Parties.

2. In the event that the Supplier makes Goods and/or Services available that are subject to intellectual property rights of Third Parties, the Supplier shall grant Bincx B.V. a right of use.
3. The Parties shall at all times remain the owners of all intellectual property rights accruing to the relevant Party which already existed prior to the commencement of the Agreement, except where the Agreement entails a transfer of intellectual property rights.
4. All intellectual property rights that will arise and can be exercised with respect to the results of the Agreement and/or the delivered product and/or that are developed together with Bincx B.V. shall be vested in Bincx B.V. Insofar as necessary, the Supplier shall transfer the intellectual property rights to Bincx B.V. in advance. The Supplier shall always cooperate with this transfer.
5. The Supplier is prohibited from reproducing, publishing or exploiting the Goods which are a product of Bincx B.V.'s intellectual property rights, with or without the involvement of Third Parties.
6. The Supplier shall indemnify Bincx B.V. against claims from Third Parties arising from or related to any infringement of the rights referred to above and shall compensate Bincx B.V. for all damages and costs resulting from this.
7. If the Supplier acts in contravention of this article, the Supplier shall owe a penalty payable on demand to the amount of three times the amount stipulated in the Agreement, without prejudice to Bincx B.V.'s right to claim compensation.

## Article 18. Secrecy

1. Confidentiality of all confidential information, which Parties obtain from each other in the context of this Agreement, is mandatory. Information is confidential if so notified by a Party or if this reasonably follows from the nature of the information.
2. If the Supplier violates paragraph 1 of this provision, the Supplier shall, regardless of whether the violation can be attributed to the Supplier and without prior notice of default or legal proceedings, owe Bincx B.V. an immediately payable penalty of 50,000 (fifty thousand) euros for each violation without the need for any form of damage without prejudice to Bincx B.V.'s other rights, including its right to claim compensation in addition to the penalty.

## Article 19. Privacy

1. Supplier shall comply with all relevant laws and regulations, such as the General Data Protection Regulation (Regulation 2016/679 EU, hereinafter "GDPR"), regarding (processing of) personal data. If the Supplier is to be regarded as a processor within the meaning of the GDPR, the Parties shall enter into a processor's agreement to this end.

## Article 20. Sustainability

1. Supplier is obliged to make efforts to achieve continuous improvement in the field of sustainability and corporate social responsibility.
2. Without prejudice to the other provisions of these General Purchase Conditions, the Supplier shall ensure that it, its employees and any Third Parties it engages observe applicable laws and regulations regarding the environment and sustainability.

3. The Supplier declares that the Goods and/or Services involved in the Agreement do not constitute a danger to people or the environment.

## Article 21. Applicable law

1. Agreements between Bincx B.V. and the Supplier to which these general terms and conditions relate shall be governed exclusively by Dutch law.
2. If there is any conflict between this English version of the general terms and conditions of purchase and the Dutch version of the general terms and conditions of purchase, the Dutch version of the general terms and conditions of purchase shall prevail over the English version.
3. Disputes between the Parties shall as far as possible be settled by means of proper consultation. All disputes between the Supplier and Bincx B.V. shall be settled exclusively by the competent court in the district where Bincx B.V. has its registered office.

## Article 22. Survival

1. The provisions of the General Terms and Conditions and the Agreement which are intended to retain their validity after termination of the Agreement shall remain in full force and effect after termination of the Agreement.

## Article 23. Modification of supplementation

1. Bincx B.V. is entitled to unilaterally amend or supplement these Purchase Conditions. In that case Bincx B.V. shall inform the Supplier of the changes or additions in a timely manner.
2. There will be at least 30 (thirty) days between this notification and the entry into force of the amended or supplemented conditions.