General Terms and Conditions of Sale for Business Customers (B2B) of Ubbink B.V.

ARTICLE 1 DEFINITIONS

In these Terms, the capitalised terms are defined as stated below:

1.1 Appendices: the documents attached as appendices to the Agreement or expressly designated as appendices therein, which form an integral part of the Agreement.

1.2 Services: the work to be performed by Ubbink for the Customer as a result of the Agreement.

1.3 Documentation: all documentation provided by Ubbink in connection with the Products and Services, including user manuals, operating instructions, catalogues, specifications, data, drawings, diagrams, designs, source codes or other documents or information obtained from Ubbink and prepared by Ubbink, whether in electronic or printed form.

1.4 Defect (or "Defective"): means, in relation to a Product, that a Product has any defect in material or workmanship which causes the Product to fail to operate in accordance with the Specifications provided by Ubbink, and, in relation to Services, means that the Service has not been performed in a competent, diligent manner.

1.5 Products: means, among other things, products, materials, spare parts, design, tools, equipment, software, licenses and related items offered and supplied by Ubbink.

1.6 Customer: the counterparty of Ubbink in the Agreement to which these Terms apply.

1.7 Quotation: Quotation means a quote, proposal or offer to the Customer by Ubbink.

1.8 Agreement: these General Terms and Conditions of Sale of Ubbink B.V., together with the Quotation or order confirmations or concluded Agreements, which contain the terms and conditions for the delivery of Products and/or Services by Ubbink to the Customer.

1.9 Parties: Ubbink and the Customer jointly.

1.10 EULAs or Additional Terms of Use: Products and Services may include web or mobile applications to which additional terms of use apply, or software to which additional end-user licence agreements apply. These additional licence terms may be issued by Ubbink, an affiliated undertaking or a third party. Where applicable, the EULAs or Additional Terms of Use shall be made available to the Customer together with the relevant web or mobile application or software. Unless otherwise provided in the applicable EULA or Additional Terms of Use, they shall form part of the Agreement.

1.11 Written: means handwritten, typed, printed, or electronically prepared, resulting in permanent documentation.

1.12 Specifications: Any document accepted by the Customer and Ubbink and incorporated into the Agreement that describes the Customer's expectations regarding the Products and/or Services.

1.13 Ubbink: means the legal entity identified as seller or contractor in the Quotation, order confirmation or Agreement. An entity affiliated with Ubbink B.V. shall only be a party to the Agreement if it is expressly identified therein as a contracting party.

1.14 Terms: These 'General Terms and Conditions of Sale for business customers (B2B) Ubbink BV'.

ARTICLE 2 APPLICABILITY

2.1 These Terms apply to all requests, Quotations and Agreements under which Ubbink acts as the seller of Products or the provider of Services and form an integral part of the Agreement. In the event of any conflict between the documents constituting the Agreement, the following order of precedence shall apply, unless expressly agreed otherwise in writing, whereby a document listed earlier shall prevail over a document listed later:

(i) any deviations or special conditions expressly agreed in writing;
(ii) Ubbink's order confirmation;
(iii) Ubbink's Quotation;
(iv) the Annexes and Specifications;
(v) solely in relation to web or mobile applications or software, the applicable EULAs or Additional Terms of Use; and
(vi) these Terms and Conditions.

A document shall prevail only to the extent that it expressly addresses the relevant conflict. In all other respects, the remaining documents shall continue to apply in full force and effect.

2.2 Any different or additional terms in any purchase order, general instructions, purchasing conditions or other documents of the Customer shall be considered a material change of these Terms, to which objection is hereby made. These shall be expressly rejected and will be of no force or effect between the Parties. Commencement of performance or shipment by Ubbink will not be construed as acceptance of any of Customer's terms or conditions. No course of dealing, course of performance, trade usage or commercial practice shall be used to modify these Terms.

2.3 Deviating terms and conditions or provisions shall only apply if and insofar as they have been expressly agreed in writing between Ubbink and the Customer for each individual Agreement.

2.4 A Customer with whom an Agreement has been concluded to which these Terms apply agrees to the application of the Terms to all further and/or amended Agreements, unless otherwise agreed in writing.

2.5 These Terms may be amended by Ubbink by posting an updated version on its website. For an Agreement already concluded and a Quotation already issued, the version of the Terms that applies is the version that is valid on the date of conclusion and/or referred to in the Agreement or the Quotation.

2.6 If Ubbink and one or more entities affiliated with Ubbink offer or supply Products and/or Services to the same Customer, each supply shall give rise solely to a separate Agreement between the Customer and the legal entity identified as the seller or contractor in the relevant Quotation, order confirmation or invoice. Each separate Agreement shall be governed exclusively by the terms and conditions of sale of the relevant contracting entity. Each contracting entity shall be solely responsible and liable for the Products and Services offered, supplied or invoiced by it. None of these entities shall be jointly and severally, jointly or otherwise liable for the obligations, Products or Services of any other group company.

A joint Quotation, order coordination, delivery, communication or invoicing arrangement shall not give rise to a joint Agreement or joint liability, unless the legal entities concerned and the Customer have expressly agreed otherwise in writing.

If one legal entity issues invoices or collects payments on behalf of another legal entity, it shall act solely as an invoicing or collection agent and shall not thereby become a party to the relevant Agreement.

ARTICLE 3 QUOTATIONS, ORDERS AND AGREEMENTS

3.1 Quotations from Ubbink are valid for the period stated in the Quotation or, if no period is stated, for thirty (30) days after the date of the Quotation. Until Ubbink receives notification from the Customer that it has accepted the Quotation in question, Ubbink may amend, withdraw, or revoke any Quotation. Orders and acceptances of Quotations by the Customer are irrevocable.

3.2 Acceptance of a Quotation or order confirmation, and the placing or confirmation of an order, may validly take place by email, by means of an electronic signature, through an electronic platform or portal made available by Ubbink, or by any other electronic means accepted by Ubbink. Such electronic acceptance shall have the same legal effect as signed written acceptance. Ubbink shall be entitled to use electronic records, including transmission, receipt, account and transaction data, as evidence of acceptance.

3.3 An Agreement shall only be concluded after Ubbink has unreservedly accepted an order or Ubbink has commenced performance.

3.4 Inaccuracies in the order confirmation from Ubbink must be notified in writing to Ubbink within 5 days following the date of order confirmation, in default of which the order confirmation shall be considered as correctly and completely reflecting the Agreement and the Customer shall be bound thereby.

3.5 Verbal undertakings or agreements made by or with its personnel shall only be binding upon Ubbink if confirmed in writing.

3.6 In the event that Customer resells Products or incorporates Products and/or Services in offerings to its customer, Customer shall ensure that all its customers and/or end users of Products or Services comply with all relevant Customer's obligations under the Agreement and these Terms, and that the terms of its agreement with each of its customer(s) or end user(s) are consistent with the Agreement and these Terms, failing which Customer shall indemnify, defend and hold harmless Ubbink and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses, liabilities, costs (including legal costs) and expenses arising out of or in connection with any non-compliance.

ARTICLE 4 DATA

4.1 The Customer guarantees the correctness, completeness and reliability of the data and information issued to Ubbink by the Customer or on its behalf. Ubbink shall not be required to check the correctness, completeness or reliability of this data issued to Ubbink.

4.2 Customer is solely responsible for the accuracy of any order, including with respect to the specifications, configuration or other requirements of the Products and Services, their functionality, compatibility and interoperability with other products not authorised by Ubbink, and their fitness for a particular use. Customer acknowledges that failure to provide Ubbink with complete, accurate and clear information or instructions may prevent Ubbink from performing its obligations under an Agreement.

4.3 Ubbink shall only be obliged to perform or continue performance of the order once the Customer has provided all data and information requested by Ubbink.

4.4 If data necessary for implementation of the Agreement have not been made available to Ubbink, or have not been made available on time or in accordance with the agreements, or if the Customer fails to fulfil its obligations in some other manner, Ubbink shall further have the right to charge the costs originating as a result, according to its standard rates.

4.5 If and in as much as Ubbink suffers direct or indirect losses as a result of the fact that the data and/or information provided by the Customer are incorrect and/or incomplete, the Customer shall be required to fully compensate Ubbink for those losses.

ARTICLE 5 CONFORMITY

5.1 All statements from Ubbink concerning quantities, quality, performance and/or other properties with regard to its Products and Services are issued with the greatest possible care. However, Ubbink cannot guarantee that no deviations will occur in that respect. These statements shall therefore be considered approximations and are non-binding, unless expressly agreed otherwise. Upon taking receipt of the Products or upon provision of the Services, the Customer is required to check compliance with the quantities, quality, performance and/or other properties specified by or agreed with Ubbink.

5.2 Illustrations, descriptions, catalogues, brochures, advertising material, price lists and information and offers appearing on the website shall not be binding upon Ubbink, unless expressly referred to in the Agreement.

5.3 Minor non-conformities or deviations which, taking all circumstances into account, have no more than a negligible effect on the proper functioning, normal use or utility of the Products and/or Services shall not constitute a Defect and shall not entitle the Customer to lodge a complaint, reject delivery, terminate the Agreement or suspend any payment obligation.

5.4 All technical requirements imposed by the Customer on the Products to be delivered and which deviate from normal requirements must be specifically notified by the Customer upon entering into the Agreement.

5.5 A sample, model or example provided or shown by Ubbink shall serve solely as a general indication of the Product, unless Ubbink confirms in writing that the Product will fully conform to it. If Ubbink requests the Customer to inspect or approve a sample, model or example, the Customer shall promptly and carefully examine it. Following approval, the sample, model or example shall be binding for the performance of the Agreement, and the Customer may not invoke any deviations, errors or Defects that could reasonably have been discovered upon careful examination.

5.6 If, prior to the conclusion of the Agreement, the Customer informs Ubbink in writing of the country of destination and the intended use, Ubbink warrants that, upon delivery, the Products will comply with the mandatory product requirements expressly specified in the Agreement or the Documentation for that country and use. The Customer shall be responsible for all other local building, installation, permitting, operational or project-specific requirements. If the Customer fails to inform Ubbink fully and in a timely manner of the country of destination, the intended use or any change thereto, the risk of non-compliance with any such undisclosed requirements shall be borne by the Customer.

5.7 The Customer guarantees that the Products and Services purchased from Ubbink shall only be used for the purpose for which Ubbink sold the Products and Services, and in accordance with all instructions in the manuals, regulations, warranty terms, and other applicable terms and conditions, and in compliance with the laws and regulations applicable to the Customer and its activities. The Customer is required to provide all necessary cooperation, facilities and data for an inspection, examination or test to verify the obligations upon the Customer appearing in this article, with regard to the use of the Products by the Customer and compliance with the legislation and regulations applicable upon the Customer and its activities.

5.8 Customer shall use and, where applicable, shall cause and ensure that end-users use web-applications, mobile applications and software in accordance with applicable Additional Use Terms and/or EULAs, and where applicable, keep a full back-up of such software installed readily available.

5.9 The Customer shall keep all markings, labels, declarations of performance and conformity, safety information, installation instructions, digital product passports and any other legally required information relating to the Products unaltered, complete and accessible, and shall provide such information to its customers and end users when reselling or otherwise supplying the Products. The Customer shall ensure traceability throughout the normal distribution and use of the Products, promptly inform Ubbink of any complaints, incidents or suspected non-conformity, and provide all cooperation reasonably required in connection with market surveillance and investigations. Without Ubbink's prior written consent, the Customer shall not make any modification that may affect the conformity, performance, safety, marking or legal status of a Product.

5.10 If a recall, update, withdrawal or any other remedial action related to any Product is required, Customer shall fully cooperate and shall provide such assistance as Ubbink may require. Customer shall keep accurate books and records to assure traceability of the Products in the event of a Product recall or any other corrective measure. In doing so, the Parties shall comply with applicable product safety legislation, including, where applicable, Regulation (EU) 2023/988 on general product safety and applicable sector-specific Union legislation. All costs of a recall or other corrective measure shall be borne by the Customer to the extent that such measure has become necessary as a result of any act or omission of the Customer, its customers or any third parties engaged by it, including improper storage, installation, processing, modification, use or onward supply of the Product, or non-compliance with the Agreement or applicable laws and regulations. To the extent that the measure has become necessary solely due to a Defect attributable to Ubbink which already existed at the time of delivery, the reasonable and demonstrable costs shall be borne by Ubbink, subject to the limitations of liability set out in Article 15 and insofar as mandatory law does not provide otherwise.

ARTICLE 6 PRICES, TERMS OF PAYMENT AND CANCELLATIONS

6.1 As consideration for the Products and/or the performance of Services by Ubbink, the Customer shall pay the prices and charges ("Prices") as agreed in the Agreement and in this Article 6. Prices are stated in euros and, unless otherwise agreed, are based on the delivery terms set out in Article 8. Unless otherwise provided under the applicable INCOTERMS (latest version), the Prices exclude all existing, new or increased taxes, excise duties, import duties, levies, disposal charges and other costs or charges imposed by any governmental authority, including, where applicable, VAT, CBAM levies, plastics levies and CO_2 levies. Ubbink shall be entitled to add such costs separately to the Price or invoice and to pass them on directly to the Customer, including where they are introduced or increased after the Agreement has been concluded. Any such pass-through shall not constitute a price increase within the meaning of Article 6.3 and shall not be taken into account when determining the 10% threshold referred to therein.

6.2 If, after the Agreement has been concluded but before delivery, cost-determining factors other than the taxes, levies, costs and charges referred to in Article 6.1 change, including exchange rates, wages and the prices of goods and/or services procured by Ubbink from third parties, Ubbink shall be entitled to adjust the Prices accordingly, provided that Ubbink notifies the Customer thereof. Only a price adjustment pursuant to this Article 6.2 shall be taken into account for the purposes of Article 6.3; amounts passed on separately pursuant to Article 6.1 shall be disregarded

6.3 If the price increase exceeds 10% of the original price, the Customer shall be entitled to terminate the Agreement in writing within eight (8) days after receipt of the aforementioned notice, unless this would be manifestly unreasonable in the circumstances. Termination pursuant to this paragraph shall not entitle either Party to compensation for any loss.

6.4 Solely in respect of custom-made or otherwise customer-specific Products, including private-label products and Products that are designed, manufactured, assembled, procured, packaged, marked or adapted in accordance with drawings, designs, samples, models, specifications, configurations, dimensions, colour schemes, packaging, labelling, printing or other special requirements of the Customer, the following shall apply. Without prejudice to Article 6.5 regarding cancellations, any postponement or other amendment by the Customer to an order previously accepted by Ubbink shall require Ubbink's prior written approval. If Ubbink agrees to such postponement or amendment, including any suspension, addition, omission, substitution or adjustment of the design, quality, standard, quantity, production location or performance, including the sequence, quantities or timing, of the Products and/or Services (each a "Variation"), or if a Variation is necessary as a result of (i) changes in applicable laws and regulations or industry standards, (ii) emergency situations, (iii) incomplete or incorrect information provided by the Customer, or (iv) the Customer's failure to comply with the Agreement, the Customer shall, upon first demand, reimburse all reasonable and demonstrable costs and expenses incurred by Ubbink in connection with that Variation. This paragraph shall not apply to costs and compensation arising directly from a cancellation as referred to in Article 6.5.

6.5 This Article 6.5 shall apply solely to custom-made or otherwise customer-specific Products, including private-label products and Products that are designed, manufactured, assembled, procured, packaged, marked or adapted in accordance with drawings, designs, samples, models, specifications, configurations, dimensions, colour schemes, packaging, labelling, printing or other special requirements of the Customer. Except with Ubbink's prior written consent, the Customer may not cancel, in whole or in part, an order accepted by Ubbink for such Products. If Ubbink agrees to a cancellation, the Customer shall, depending on the date on which Ubbink receives the written notice of cancellation, pay the following fixed compensation, calculated on the price of the cancelled part of the order:

(i) more than twelve weeks before the agreed delivery date: 10%;
(ii) eight to twelve weeks before the agreed delivery date: 20%;
(iii) four to eight weeks before the agreed delivery date: 40%;
(iv) less than four weeks before the agreed delivery date: 75%; and
(v) after production, ordering, procurement, assembly, printing, packaging or any other customer-specific performance has commenced, or as soon as materials, components, packaging or services have been specially procured or ordered for the relevant order, or the relevant order can no longer be cancelled with a supplier free of charge: 100%.

The fixed cancellation compensation is intended to compensate the loss suffered and costs incurred by Ubbink as a result of the cancellation. Ubbink shall only be entitled to claim additional compensation to the extent that it demonstrates that its actual loss and costs exceed the amount of the fixed cancellation compensation; the fixed cancellation compensation shall be deducted from that additional compensation. The application of this Article shall not require any prior notice of default.

ARTICLE 7 PAYMENT

7.1 Unless otherwise agreed in writing, each payment shall be made within 30 days from the date of invoice, without any possibility of deduction, regardless of whether it occurs on the basis of settlement, a claim against Ubbink, a discount or any other means whatsoever, unless Ubbink has given prior written agreement with regard to this deduction. Bank charges shall be borne by the Customer.

7.2 Ubbink shall be entitled to provide invoices and other payment-related documents to the Customer exclusively in electronic form, including by email, through an electronic invoicing platform or via the Peppol network. The Customer shall provide Ubbink with accurate and up-to-date information required for electronic invoicing and shall ensure that it is able to receive and process electronic invoices. An electronic invoice shall be deemed to have been received on the date on which it is sent by Ubbink or made available through the relevant network or platform. Paper invoices shall be provided only at the Customer's express request. Ubbink shall be entitled to charge a reasonable administrative fee for providing paper invoices, unless mandatory law provides otherwise.

7.3 In the event referred to in Article 8.5, Ubbink shall be entitled to invoice the Customer if and as soon as the Customer has failed to take delivery of the Products at the agreed time.

7.4 Payments made by the Customer shall first be set off against costs and interest due, and subsequently against payable invoices that have been outstanding for the longest period, even if the Customer states that the payment refers to a more recent invoice.

7.5 If the Customer fails to fulfil its payment obligation, whether in full, on time or only partially, the Customer shall automatically be deemed to be in default. The amount owed to Ubbink shall become immediately due and payable without any further demand or notice of default, together with statutory interest, subject to a minimum rate of 8.5% per annum, calculated on the amount owed by the Customer from the first day following expiry of the agreed payment term.

7.6 All judicial and extrajudicial costs incurred by Ubbink in recovering its claim(s) against the Customer shall be borne in full by the Customer. The extrajudicial costs shall be calculated on the amount due, including the interest referred to in Article 7.5, in accordance with the following graduated scale: (i) 15% on the portion of the amount due up to and including €5,000, subject to a minimum of €750; (ii) 10% on the portion of the amount due exceeding €5,000 up to and including €50,000; and (iii) 5% on the portion of the amount due exceeding €50,000. The foregoing shall be without prejudice to Ubbink's right to claim reimbursement of the actual costs incurred if such costs are higher.

7.7 Ubbink shall be entitled, at its sole discretion, to require security for the performance of the Customer's obligations under the Agreement, including, without limitation:

- only to supply Products cash on delivery;
- require full or partial payment in advance;
- demand that the Customer has an irrevocable and unconditional bank guarantee issued by a credit institution acceptable to Ubbink.

7.8 Ubbink shall be entitled to set off amounts owed by Ubbink to the Customer against claims that Ubbink, or an undertaking affiliated with Ubbink, has against the Customer. If Ubbink sets off amounts denominated in different currencies, Ubbink shall use a generally accepted exchange rate.

7.9 Unless expressly specified otherwise in the Agreement, the indicated price does not include delivery charges or installation costs, nor training, special Documentation or other services related to the Products.

7.10 Without affecting any rights or remedies of Ubbink, Ubbink shall be entitled to suspend further deliveries of Products, including support and/or installation, or to rescind the Agreement in whole or in part if the Customer fails to make a payment when due.

ARTICLE 8 DELIVERY OF PRODUCTS; PERFORMANCE OF SERVICES

8.1 Unless otherwise agreed, Products shall be delivered Delivered At Place (DAP) within the Netherlands and Free Carrier (FCA) at Ubbink's premises in Doesburg or Dieren outside the Netherlands, in accordance with the latest version of the INCOTERMS. Ubbink shall perform the Services at the location or locations agreed in the Agreement. Delivery dates stated or confirmed by Ubbink are approximate only and shall not constitute strict deadlines. Any delay in delivery shall not entitle the Customer to damages or to withhold or suspend performance of any obligation arising from the Agreement. However, the Customer shall be entitled to terminate the Agreement if and to the extent that Ubbink still fails to perform the order within a reasonable additional period set by the Customer. In that event, Ubbink shall not be liable to pay damages.

8.2 The delivery time is based on the working conditions applicable at the time the Agreement is concluded and on the timely supply of the Products and/or Services required by Ubbink for the performance of the Agreement. If a delay occurs as a result of a change in working conditions and/or the late supply of Products and/or Services required by Ubbink, the delivery time shall be extended to the extent necessary.

8.3 The delivery time will be extended by the duration of the delay occurring on the part of Ubbink as a result of non-compliance by the Customer with any obligation arising from the Agreement or cooperation demanded of the Customer with regard to implementation of the Agreement.

8.4 Ubbink has the right to make sub deliveries. If the Products are delivered in stages, Ubbink has the right to send separate invoices for every stage.

8.5 If the Customer fails to take delivery of the Products at the agreed time, it will be in default without notice of default and the risk of the Products will pass from Ubbink to the Customer at that time, and Ubbink will store the Products for a reasonable period thereafter, all at the expense and risk of the Customer.

ARTICLE 9 WARRANTY, COMPLAINTS AND DEFECTS

9.1 Ubbink warrants that the Products and Services supplied are of the quality that the Customer may reasonably expect under the Agreement. If a warranty claim is determined to be valid, only the remedies set out in Article 9.9 shall apply.

9.2 In some instances, Ubbink Products are sold subject to an applicable product warranty either accompanying the Product or as published on Ubbink's website (the "Product Warranty"). For any Product that is sold by Ubbink that is not subject to a Product Warranty, Ubbink warrants only that for twenty four (24) months from delivery to Customer the Products will be free from Defects. Customer acknowledges that EULAs or Additional Use Terms may limit the warranty period for software (including web or mobile applications). For any Services that are performed by Ubbink against payment, Ubbink warrants only that for thirty (30) days from the performance, the Service will be free from Defects. Repairs, replacement or restoration do not extend or renew the original warranty period.

9.3 For Products with digital elements, Ubbink shall make available, during the support period established for the relevant Product, the security updates necessary to remedy identified vulnerabilities and to comply with applicable laws and regulations, including, where applicable, Regulation (EU) 2024/2847 (Cyber Resilience Act). The duration of the support period shall be specified for each Product in the Documentation, Product Warranty, applicable EULA or Additional Terms of Use and shall be determined taking into account the applicable legal requirements and the reasonably expected period of use of the Product.

The Customer shall be responsible for the timely and correct installation of security updates made available, for complying with security instructions and for ensuring that end users do the same. To the extent permitted by law, Ubbink shall not be liable for any loss, malfunctions, security incidents or loss of data arising because a security update made available was not installed, was not installed in a timely manner or was installed incorrectly, because security instructions were not followed, or because changes were made to the Product, software, application or network configuration without Ubbink's prior written consent.

The Customer shall notify Ubbink without undue delay of any actual or suspected vulnerabilities and security incidents and shall provide all cooperation reasonably required in connection with investigations and remedial measures. Ubbink shall report vulnerabilities and security incidents to the competent authorities to the extent required under Regulation (EU) 2024/2847, the legislation applicable to Ubbink implementing Directive (EU) 2022/2555, or any other applicable laws or regulations.

9.4 Defects that are wholly or partly caused by any of the following shall be excluded from the warranty referred to in Article 9.2, including both the Product Warranty referred to therein and the 24-month/30-day warranty:
(i) normal wear and tear, testing under extreme conditions or external causes, including vandalism and weather conditions;
(ii) improper, abnormal or unintended use, transport, storage, safekeeping, processing or maintenance, including use or processing contrary to the Documentation, installation, operating, warranty or maintenance instructions, or other instructions issued by Ubbink;
(iii) assembly, installation, repair, modification or other work carried out by the Customer or third parties that has not been performed fully in accordance with the Documentation, applicable requirements or other instructions issued by Ubbink or, where the relevant work is not provided for therein, has been carried out without Ubbink's prior written consent;
(iv) designs, drawings, materials, goods, specifications or other instructions provided by or on behalf of the Customer or applied with the Customer's consent;
(v) changes to or the application of government regulations concerning the nature or quality of materials; or
(vi) third-party components, software, applications or services, to the extent that the relevant third party does not provide Ubbink with a warranty in respect thereof.

Any warranty claim shall also lapse if and for so long as the Customer has failed to comply fully with its due and payable payment obligations towards Ubbink. Any warranty claim shall also lapse if the Customer has failed to maintain proper maintenance records, to the extent that such records are reasonably necessary to assess the warranty claim, or if the Customer has failed to perform any obligation under the Agreement, whether properly or in a timely manner, and such failure has caused or aggravated the Defect or impeded its assessment or remedy.

9.5 Any processing or incorporation of the Products supplied by Ubbink under any of the circumstances referred to in Article 9.4 shall be at the Customer's expense and risk. Article 15.8 shall apply to any such processing or incorporation.

9.6 Immediately following receipt, the Customer must inspect the delivered Products and Services, in default of which any right to complaint, replacement and/or warranty shall expire. Any complaint relating to the quantity of Products delivered and/or transport damage must be recorded on the CMR-freight documents or delivery note in default of which the quantity recorded on the CMR-freight documents or delivery note shall provide compelling evidence against the Customer.

9.7 The Customer shall notify Ubbink in writing of any complaints concerning Products, Services and/or the performance of an Agreement within eight (8) days after the Customer discovered, or reasonably ought to have discovered, the Defect. The complaint shall contain at least the following information, where applicable: the order and/or invoice number, the product description and article number, the batch or lot number, clear photographs of the Product, the alleged Defect and the installation and use context, the number of Products concerned and the date of delivery, installation and/or commissioning. At Ubbink's request, the Customer shall also provide all other information and documentation reasonably required for a prompt and careful assessment of the complaint. If the Customer fails to give timely notice, any claim against Ubbink shall lapse. Without prejudice to the foregoing, use of a Product by the Customer or its customer after delivery shall be deemed acceptance of that Product by the Customer.

9.8 If the Customer submits a complaint, it shall be obliged to give Ubbink the opportunity to carry out an inspection and establish the non-conformity. The Customer shall keep the Products to which the complaint relates unaltered, properly preserved and available to Ubbink, and shall provide all cooperation reasonably requested. Ubbink shall be entitled to suspend its handling of the complaint for as long as the Customer has not fully provided the information referred to in Article 9.7 or the cooperation required for the investigation. If the Customer does not enable Ubbink to properly investigate the complaint or the alleged Defect, any right to performance, repair, termination and/or compensation shall lapse

9.9 If Ubbink determines, in its sole discretion, that a warranty claim is valid, Ubbink shall, within a reasonable period and at its option, repair the Defective Products, offer replacement Products, or remedy or supplement the Defective Services. If, despite reasonable efforts, Ubbink is unable to repair a Defective Product, supply a replacement Product or remedy or supplement the Defective Services, Ubbink shall offer the Customer appropriate compensation or refund the purchase price paid by the Customer for the Defective Products or Defective Services.

9.10 The Customer shall bear the costs necessary to provide Ubbink with safe and reasonable access to the Products for inspection and remedial work under warranty. The costs of dismantling, removal, providing access, scaffolding, lifting equipment, reinstatement of building finishes and reinstallation of replacement Products shall also be borne by the Customer, unless and to the extent that mandatory law or the applicable Product Warranty expressly provides otherwise.

9.11 If Ubbink determines that a complaint or warranty claim is not valid, the Customer shall bear all costs incurred by Ubbink in handling and testing the returned Products and/or Services.

9.12 Any defects relating to part of the delivered Products shall not give the Customer any right to reject or refuse the entire batch of delivered Products.

9.13 The return to Ubbink of sold Products for whatever reason is only permitted following prior written authorisation and transport and/or other instructions from Ubbink. At all times the Products shall remain for the account and risk of the Customer. The transport and all related costs shall be for the account of the Customer. Ubbink will reimburse the transport costs if it is determined that there was an attributable shortcoming on the part of Ubbink.

9.14 The Customer must inform Ubbink in writing of any inaccuracies in invoices from Ubbink within 8 days following the invoice date, in default of which the Customer will be considered as having approved the invoice.

9.15 Complaints will not suspend the payment obligations upon the Customer.

9.16 Following the observation of a defect in a Product or Service, the Customer is required to take all possible measures to prevent or limit damage, including possible immediate cessation of use, processing and trading of the Product or Service.

9.17 Any warranty obligations of Ubbink under an Agreement shall not create any liability towards third parties. Nothing in an Agreement shall be construed as creating any obligation, duty of care or liability towards third parties.

ARTICLE 10 ADVICE

10.1 Ubbink provides advice, calculations, drawings, bills of materials and configurator outputs solely on the basis of the data provided by or on behalf of the Customer and the product information available at the time they are provided. The Customer is responsible for the accuracy, completeness and currency of the input data and for verifying the output against the actual circumstances, the Documentation, applicable building regulations and project requirements.

Outputs generated by configurators and advice provided free of charge are indicative only and do not replace any structural, installation-engineering or other assessment by an appropriately qualified professional. Ubbink does not warrant that any output is suitable for a specific project unless Ubbink has expressly validated that output in writing as part of a paid Service.

10.2 The advice issued and other information provided by Ubbink is intended exclusively for the Customer. Third parties may derive no rights from that advice or information.

10.3 Without prior written permission from Ubbink, the Customer is not permitted to make the content of advice and other information provided by Ubbink public, or in any other way make it available to third parties.

ARTICLE 11 RETENTION OF TITLE, RISK AND PACKAGING

11.1 Ubbink shall retain title to the Products supplied and to be supplied until all of its claims relating to the Products supplied and to be supplied have been paid in full by the Customer. The risk of damage to or loss of the Products shall pass to the Customer upon delivery by Ubbink to the Customer in accordance with the applicable INCOTERMS.

11.2 The Customer shall handle the packaging of the Products with due care and shall keep it intact insofar as this is reasonably necessary for the protection, identification, storage or possible repossession of the Products. Any damage to the Products occurring after the applicable transfer of risk as a result of the packaging being damaged, removed or destroyed by or on behalf of the Customer shall be at the Customer's expense and risk.

11.3 The Customer may not sell, encumber, create any limited right over or otherwise dispose of Products supplied by Ubbink subject to retention of title in a manner inconsistent with that retention of title, except in the ordinary course of business. In the event of the Customer's bankruptcy or suspension of payments, the exception for the ordinary course of business shall no longer apply.

As long as the ownership of the Products has not been transferred to the Customer, (a) the Customer may not destroy the packaging of the Products, nor destroy, erase or obscure any identification marks on the packaging of the Products or on the Products themselves; (b) the Customer shall maintain the Products in perfect condition and Insure them "against all risks" in the name of and on behalf of Ubbink and at their full price and to the satisfaction of Ubbink. The Customer shall submit the insurance policy to Ubbink upon first request by Ubbink; and (c) the Customer shall keep track of every payment that they receive on the basis of this insurance on behalf of Ubbink and not mix said payments with any other moneys, nor deposit these into a bank account with a negative balance.

11.4 If the Customer imputably fails in the performance of its obligations pursuant to the Agreement, the Customer is legally in default and - without prejudice to the provisions of section 19 (Termination) - Ubbink has the right to take back all Products under retention of title without further notice of default. The Customer will give Ubbink the opportunity to do so and allow Ubbink free access to the site or sites where the Products are located.

ARTICLE 12 PLEDGE AND RIGHT OF RETENTION

12.1 Ubbink holds a pledge and right of retention on all goods and documents which Ubbink has or acquires in its possession, on whatever grounds, for all claims which Ubbink has or acquires against the Customer. Ubbink shall hold the pledge and retention right against any parties demanding the surrender of goods or documents.

12.2 Ubbink may also exercise the rights as intended in section 12.1 for any amounts still payable by the Customer to Ubbink in connection with previous and/or already implemented orders.

ARTICLE 13 FORCE MAJEURE

13.1 Ubbink may postpone the date on which the Products are delivered, suspend the delivery of Products or reduce the volume or quantity of the Products ordered if the performance of its obligations is prevented or delayed by circumstances reasonably beyond its control, irrespective of whether such circumstances were foreseeable at the time the Agreement was entered into. Such circumstances include, without limitation: natural disasters and extreme weather conditions, government measures, changes in applicable building, product or certification regulations, sanctions and export restrictions, war, a state of emergency, civil unrest, fire, explosion, flooding, epidemic or pandemic, malfunctions or failure of production machinery, moulds, energy or utility supplies, IT systems and, where relevant, hosting, cloud or connectivity services, cyberattacks, strikes, transport, logistics or supply problems, shortages of raw materials, energy, materials, packaging or components, exceptional price increases, and failures or delays on the part of suppliers, subcontractors and other third parties. In such event, the Customer shall not be entitled to compensation for any loss, costs or interest. Termination of the Agreement on the grounds of force majeure shall only be possible in accordance with Article 13.2.

13.2 In the event of force majeure, Ubbink shall be entitled to terminate the Agreement by written notice to the extent and in respect of the part whose performance is rendered impossible as a result of the force majeure event, without thereby incurring any liability towards the Customer. If the force majeure event continues for more than twelve (12) weeks, the Customer shall also be entitled to terminate the Agreement by written notice to the extent and in respect of the part whose performance remains impossible as a result of the force majeure event. Any termination pursuant to this Article shall have prospective effect only and shall not affect any parts of the Agreement already performed or the payment obligations relating thereto.

13.3 If, at the time the force majeure event occurs, Ubbink has already partially performed or is still able to partially perform its obligations, it shall be entitled to invoice the part already delivered or still capable of being delivered separately. The Customer shall be required to pay such invoice as if that part had been delivered under a separate agreement.

ARTICLE 14 INTELLECTUAL PROPERTY

14.1 All copyrights, design rights, trade mark rights, patent rights, plant breeders' rights, database rights, semiconductor topography rights, portrait rights, rights in non-original writings, domain name rights, trade secrets and other intellectual or related property rights ("IP") relating to the Products and Services supplied, including any embedded software, their design, source code, preparatory materials and names, and relating to anything developed, designed, manufactured or supplied by Ubbink, shall vest in and remain exclusively with Ubbink or its supplier. In particular, Ubbink shall be the sole owner of and rights holder in any copyright arising in works created by Ubbink in the performance of the Agreement, even if the relevant work is stated as a separate item in the offer or invoice.

14.2 Subject to the Customer fulfilling all of its obligations under the Agreement, the Customer shall receive a non-exclusive, non-transferrable, limited license (without the right to sublicense) to use or resell the Products (including Documentation) as sold by Ubbink, insofar as the IP is contained or embedded in the purchased Products or Services and/or, with regard to Services, use the Services (including Documentation) during the term of the relevant Agreement in accordance with the relevant description of the Services. Only those rights that are explicitly described in the Agreement or in these Terms are granted to the Customer or a third party.

14.3 In respect of any (embedded) software or other applications supplied to Customer, Customer shall not and shall not permit any third party to copy, reproduce, distribute, modify, adapt, alter, translate, or create derivative works therefrom.

14.4 The Customer will in no way infringe the IP.

14.5 To the extent necessary, and insofar as the IP does not already vest in Ubbink by operation of law, the Customer hereby assigns and transfers to Ubbink, free of charge, all such IP, whether presently or in advance. If an advance assignment is not legally possible, the Customer shall assign and transfer those rights to Ubbink free of charge immediately after they arise. The Customer shall provide all cooperation requested by Ubbink and hereby grants Ubbink an irrevocable and unconditional power of attorney to complete all formalities necessary to register the IP in Ubbink's name, including, without limitation, signing all forms, deeds and agreements, at no cost to Ubbink. To the extent that IP may be acquired by filing or registration, Ubbink alone shall be entitled to do so. In the event of a dispute between Ubbink and the Customer concerning IP, Ubbink shall be presumed to be the rights holder, subject to proof to the contrary by the Customer.

14.6 The Products to be supplied or supplied by Ubbink, according to its design, or a substantial part thereof, may not be reproduced in the context of any production process without the written approval of Ubbink, even if or in as much as Ubbink owns no copyright or enjoys no other legal protection on the Products.

14.7 In the case of production of Products by Ubbink of designs and models or other instructions in the broadest sense of the word, of the Customer, the Customer is fully responsible for ensuring that no infringements on any trademarks, patents, models or any other third party rights are made through the production, keeping of stock, market transfer and/or delivery of these Products. The Customer shall indemnify Ubbink with respect to all damages, costs and interests resulting therefrom, that are the direct or indirect result of claims by such third parties.

14.8 If a third party - on the basis of any alleged rights - objects to the manufacture, stock keeping and maintenance, market and/or delivery of the above Products, Ubbink is authorised to immediately cease these actions, without paying any damage compensation towards Customer and without affecting the obligation of the Customer to indemnify Ubbink as mentioned in paragraph 7.

14.9 The Customer shall inform Ubbink immediately if they find that a third party has infringed upon any intellectual property of Ubbink or - if applicable - its supplier(s)/licensor(s), or if a third party makes any claim against the Customer in connection with the intellectual property of Ubbink or - if applicable - its supplier(s)/licensor(s). If Ubbink so requires, the Customer shall provide all reasonable assistance that may facilitate the earliest possible termination of the infringing acts of the dispute.

14.10 Customer acknowledges that third parties may own Intellectual Property Rights related to Products or Services. Customer shall reproduce, without any amendments or changes, any proprietary rights legends of Ubbink or its third party suppliers in any software or Documentation provided by Ubbink.

14.11 Ubbink will be free to use in any way or form any ideas, suggestions, feedback or recommendations by Customer to Ubbink regarding Products or Services ("Feedback"), without payment of royalties or other consideration to Customer. Ubbink will own all IP in Feedback. Ubbink is entitled to use output, deliverables and creations resulting from the performance of Services for its own publicity or for promotional purposes.

ARTICLE 15 LIABILITY AND INDEMNIFICATION

15.1 Beyond the provisions of Article 9, the Customer shall have no claim whatsoever against Ubbink for Defects in or relating to the Products and/or Services supplied by Ubbink. Consequently, Ubbink shall not be liable for any direct or indirect loss, including property damage, non-pecuniary loss, loss of income, business interruption loss, reputational damage or any other consequential loss, irrespective of its cause, except in the event of intent or wilful recklessness on the part of Ubbink.

15.2 The exclusions and limitations of liability set out in this Article shall also apply to Ubbink's employees, directors, subcontractors, auxiliary persons and other third parties engaged by Ubbink in the performance of the Agreement. Such persons shall be entitled to invoke these exclusions and limitations directly against the Customer.

15.3 Ubbink shall not be liable for losses of whatever nature caused by or after the Customer has processed the Products following delivery, has transferred them to third parties or has had them processed or delivered to a third party, or has used or passed on the Products other than for normal use and/or outside the intended sector.

15.4 If Ubbink, pursuant to applicable export control, trade or sanctions laws, refuses, restricts, suspends or terminates, in whole or in part, the performance of the Agreement or the supply of Products and/or Services, this shall not constitute a breach by Ubbink, and Ubbink shall not be liable for any resulting loss, costs or claims of the Customer.

15.5 Ubbink shall not be liable for any advice or recommendations given to the Customer unless such advice or recommendations expressly form part of a specific paid Service. Where they form part of a specific paid Service, the limitations of liability set out in this Article 15 shall apply. The Customer shall indemnify Ubbink against all third-party claims relating to advice or recommendations given by Ubbink.

15.6 Ubbink shall not be liable for the (consequences of) non-conformities, errors or defects that remain unnoticed in the samples, models or examples approved or corrected by the Customer.

15.7 Ubbink shall not be liable for the infringement of patents, licences and/or other intellectual property rights of third parties through the use of information issued by or on behalf of the Customer. Ubbink shall also not be liable for damage to or loss of raw materials, semi-manufactured goods, models and/or other goods supplied by the Customer.

15.8 The Customer shall indemnify Ubbink, its employees and any auxiliary persons engaged by Ubbink in the performance of the Agreement:
- against any claim for loss or damage for which Ubbink is not liable pursuant to the preceding paragraphs of this Article;
- and against all losses, including loss of profit or turnover, liabilities, costs, including legal costs and costs incurred for unfinished products, and expenses arising out of or in connection with:
  (i) any failure by the Customer to comply with the provisions or obligations of the Agreement or these Terms; or
  (ii) third-party claims for loss, damage, injury or death arising or alleged to arise from the negligent use, application or installation of Products, or from the modification of a Product or its integration into other products not authorised by Ubbink, by the Customer or its contractors, agents, affiliated undertakings or customers to whom the Customer has sold the Product.

15.9 In all cases in which Ubbink is liable to pay damages, Ubbink's total liability shall be limited to the net invoice value, excluding VAT, taxes, levies, transport costs and other ancillary costs, of the relevant order to which the liability relates. If the liability arises from or is connected with a continuing agreement, Ubbink's total liability shall be limited to the net invoice value of the relevant Products and/or Services invoiced under that continuing agreement during the twelve (12) months preceding the event giving rise to the loss. Ubbink's liability shall in all cases be limited to a maximum of €500,000 per event and €1,000,000 per calendar year. If and to the extent that the loss is covered by Ubbink's commercial liability insurance and the insurer actually pays an amount in respect thereof that exceeds the aforementioned net invoice value, Ubbink's liability shall, notwithstanding the limitation to that net invoice value, be limited to the amount actually paid by the insurer, increased by the applicable deductible, but shall never exceed €500,000 per event and €1,000,000 per calendar year. A series of related events shall be regarded as a single event.

15.10 Any claim by the Customer against Ubbink, irrespective of its legal basis, shall lapse unless the Customer has commenced legal proceedings against Ubbink within twelve (12) months after the Customer became aware, or could reasonably have been expected to become aware, of the facts and circumstances on which the claim is based. Without prejudice to the notification and warranty periods set out in Article 9, any claim relating to Products shall in any event lapse twenty-four (24) months after delivery of the relevant Products, and any claim relating to Services shall in any event lapse twelve (12) months after performance of the relevant Services. The foregoing shall not apply to the extent that Ubbink has expressly acknowledged the relevant claim in writing or mandatory law provides otherwise.

15.11 The Customer shall indemnify Ubbink and Ubbink's employees against third-party claims, including administrative and/or criminal fines, arising in connection with the performance of the Agreement as a result of any act or omission of the Customer and/or the inaccuracy or incompleteness of data or information provided by or on behalf of the Customer.

15.12 The limitations and exclusions of liability will apply only to the extent permitted by applicable mandatory law.

ARTICLE 16 TOOLS AND MATERIALS

16.1 The estimates, displays, drawings, specifications and other documents made available by Ubbink to the Customer, as well as all models, moulds, dies, punches, tools and other means used by Ubbink in the performance of the Agreement, including any means purchased or manufactured by Ubbink specifically for supply to the Customer, shall at all times remain the property of Ubbink.

16.2 The Customer shall, at its own expense, in respect of the documents and tools referred to in paragraph 1 of this Article that have been made available to it:
- mark them clearly as the property of Ubbink;
- keep them in good condition;
- insure them against all risks for as long as it holds such tools; and
- return them to Ubbink and make them available to Ubbink upon first request.

16.3 Without Ubbink's prior written permission it is not permitted for the Customer to multiply, copy, disclose or make available to third parties said documents and means, or to use them or have them used in any other way for the benefit of third parties or to hand them over to third parties for security or otherwise.

ARTICLE 17 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

17.1 Ubbink shall be entitled to subcontract the performance of its obligations under the Agreement, in whole or in part, to third parties.

17.2 The Customer hereby gives its irrevocable consent in advance to the transfer by Ubbink of its entire legal relationship with the Customer under the Agreement to an undertaking affiliated with Ubbink or to a third party in connection with a legal merger, demerger, reorganisation, transfer of a business or assets, or a direct or indirect change of control of Ubbink. Ubbink shall notify the Customer in writing of any such transfer.

17.3 The Customer shall not be entitled, without Ubbink's prior written consent, to assign or transfer, in whole or in part, any of its rights and/or obligations under the Agreement, to transfer its entire legal relationship with Ubbink, or to encumber any such rights.

ARTICLE 18 CONFIDENTIALITY

18.1 The Customer shall keep confidential vis-à-vis third parties all business information originating from Ubbink, including, without limitation, preliminary drawings and any other technical or commercial information that has come or been brought to its attention in any manner whatsoever. The Customer's confidentiality obligations shall remain in full force and effect for five (5) years after Ubbink last disclosed any confidential information to the Customer.

18.2 The confidentiality obligations of the Customer shall not be affected by termination of the Agreement, regardless of the reason for such termination.

18.3 Products created on the basis of joint developments between Ubbink and the Customer cannot be used for third-party purposes without the previous written permission from Ubbink.

ARTICLE 19 TERMINATION

19.1 In the event of:
a. a breach by Customer of any of the provisions of the Agreement or these Terms, including any failure to pay any amount as and when due; or
b. in the reasonable opinion of Ubbink, the financial position of the Customer (or a material change thereof) is likely to affect Customer's ability to perform its obligations under the Agreement; or
c. any proceedings in insolvency, bankruptcy (including reorganization), liquidation or winding up are instituted by or against Customer, whether filed or instituted by Customer (voluntarily or involuntarily), a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or
d. Customer ceases, or threatens to cease, to carry on business, or
e. a direct or indirect change in the ownership of the Customer or in control over the Customer, where "control" means the ability, on the basis of factual or legal circumstances, to exercise decisive influence over the activities of the Customer, in accordance with the concept of control referred to in Article 26 of the Dutch Competition Act,

then Ubbink may declare all amounts outstanding by Customer immediately due and payable and may set off any amount that Ubbink (or any of its affiliates) owes to Customer under any agreement including any advance payments or deposits made by Customer. In addition, Ubbink may in its sole discretion by notice to Customer with immediate effect suspend or cancel any performance due from Ubbink (including production, delivery, installation and commissioning of Products, obligations under warranty and performance of Services) or terminate the Agreement or any part thereof, without any liability, and/or suspend or cancel any credit terms offered to Customer. Ubbink may exercise its right to terminate an Agreement pursuant to this Article only if, in respect of an event under Article 19.1(a), the Customer fails to remedy the breach within fourteen (14) days or, in respect of an event under Article 19.1(b), the Customer fails to provide Ubbink with a bank guarantee or other security satisfactory to Ubbink within fourteen (14) days.

19.2 Upon the early termination, termination or rescission of an Agreement, (i) all rights and licences granted to the Customer under that Agreement shall immediately cease; (ii) the Customer shall return, delete or destroy all information disclosed under Article 18, including software not embedded in Products and all copies thereof; (iii) the Customer shall return to Ubbink all Products the legal title to which has not passed to the Customer; and (iv) all reasonable costs and expenses incurred by Ubbink, including a reasonable profit, in respect of activities relating to work performed by Ubbink before the termination date shall become due, payable and non-set-offable.

19.3 The rights of Ubbink pursuant to this article 19 will be in addition to any other rights and remedies Ubbink may have at law or in equity. In the event of termination of an Agreement, the terms and conditions destined to survive such termination or expiration will so survive. Termination will not affect the rights of the Parties accrued up to the date of termination.

ARTICLE 20 PERSONAL DATA PROTECTION

20.1 When collecting and further processing personal data from or on behalf of the Customer in connection with the Agreement, Ubbink shall comply with its obligations under the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act and, once applicable, the ePrivacy Regulation, as well as all related legislation and regulations, and shall implement appropriate safeguards.

20.2 If Ubbink must be considered to be a data processor as intended in the GDPR, at the first request of Ubbink, in addition to the provisions in this article, the Customer will enter into and sign a written data processing agreement with Ubbink, in accordance with the model to be supplied by Ubbink.

20.3 The Customer indemnifies Ubbink against all claims from third parties (including at least users and government authorities) , financial government sanctions and costs (including lawyer's fees) relating to these claims, that arise from a violation by the Customer of any personal data protection laws.

20.4 The Customer acknowledges and agrees that Ubbink and its affiliated companies (or their respective subcontractors) may collect information and data generated from Products and Services (including any third party product, service or system provided in conjunction with the Product and/or Service) and/or the use thereof ("Usage Data"). Ubbink is entitled to use the Usage Data, free of charge, at any time during the term of an Agreement and afterwards, in its sole discretion for any purposes whatsoever, including to aggregate or compile Usage Data with other data, create IPR or derivative works of or modify or adapt Usage Data to provide, maintain, and improve products and services, and to develop new products or features or services. Unless otherwise stated in the Agreement, EULA or Additional Use Terms, Ubbink shall ensure that the use of Usage Data will exclude any Personal Data and any data that would enable the identification of Customer or company or organization. To the extent that the Products comprise connected products or related services, access to, use of and sharing of data generated by the Product shall be governed by the applicable EULA, Additional Terms of Use or a separate data agreement. Ubbink and the Customer shall respect users' rights to access and transfer such data to the extent required by applicable law, including Regulation (EU) 2023/2854. The Customer shall ensure that end users receive the required information before the Products are put into use and that Ubbink is lawfully permitted to process the data for the provision, maintenance, security and improvement of the Products and Services.

ARTICLE 21 APPLICABLE LAW AND COMPETENT COURT

21.1 The Agreement(s) between Ubbink and the Customer are subject to Dutch law.

21.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply to the agreement(s) between Ubbink and the Customer and is expressly excluded.

21.3 The place of execution of all orders is deemed to be Ubbink's place of business.

21.4 All disputes between Ubbink and the Customer shall be submitted exclusively to the competent court of the Gelderland District Court, Arnhem location, the Netherlands. Notwithstanding the foregoing, Ubbink shall at all times also be entitled to submit a dispute or claim to the competent court of the place where the Customer has its registered office or actual seat, or to submit a dispute to any court having jurisdiction under applicable law or an applicable international convention.

ARTICLE 22 FINAL PROVISIONS

22.1 These Terms were originally drawn up in the Dutch language. In the event of ambiguity and/or differences in interpretation with a translated version of these Terms, the Dutch text will in all cases prevail.

22.2 The invalidity, annulment or unenforceability of any provision of these Terms shall not affect the validity of the remaining provisions. If one or more provisions are or become invalid, annulled or unenforceable, Ubbink and the Customer shall agree replacement provisions that are valid and that approximate as closely as possible the content and purpose of the invalid, annulled or unenforceable provision or provisions.

22.3 Any failure, delay or partial exercise or enforcement by Ubbink of any right or remedy under the Agreement or these Terms and Conditions shall not constitute a waiver of that right or remedy and shall not prevent Ubbink from subsequently exercising or enforcing it. Any waiver by Ubbink shall be valid only if made expressly and in writing and shall apply solely to the specific matter to which it relates.

22.4 The Customer commits itself to respect the principles of the Ubbink Code of Business Conduct. This Code will be sent to the Customer if requested.

22.5 The Customer shall comply with all applicable laws and regulations relating to anti-corruption, bribery, money laundering, export controls, trade restrictions and economic sanctions that apply to the Customer, the Agreement and the Products and Services, including, where applicable, the relevant laws and regulations of the European Union, the United Nations, the Netherlands, the United Kingdom and the United States.
The Customer warrants that neither it nor its directors nor, to the extent relevant to the performance of the Agreement, its affiliated undertakings or intermediaries are listed on any applicable sanctions list or are directly or indirectly owned or controlled by a sanctioned person or entity.
The Customer shall not, directly or indirectly, sell, export, re-export, resell, transfer or otherwise make available any Products or Services in breach of applicable export control or sanctions laws and shall take appropriate measures to prevent unauthorised onward supply.
At Ubbink's first request, the Customer shall provide all information and documentation reasonably required to verify compliance with this Article and shall immediately notify Ubbink of any actual or suspected breach.
In the event of a breach or reasonable suspicion of a breach, Ubbink shall be entitled to immediately suspend performance of the Agreement or terminate the Agreement, in whole or in part, with immediate effect, without being liable for any damages and without prejudice to its other rights.
The Customer shall indemnify Ubbink against all losses, fines, costs and claims arising from a breach of this Article by the Customer or by any person for whom the Customer is responsible.

Version January 2027