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GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions

In these General Terms and Conditions of Purchase (hereinafter referred to as: the “Terms and Conditions of Purchase”), the terms and expressions below have the following meanings:

“Supplier”	a party that supplies Goods and/or Services in the context of an Agreement with DMN-WESTINGHOUSE.
“DMN-WESTINGHOUSE”	the users of these Purchase Conditions, being DMN Machinefabriek Noordwykerhout B.V. also trading under the trade name DMN-WESTINGHOUSE and the affiliated companies DMN Schüttguttechnik GmbH, DMN UK Ltd., DMN Inc., DMN-WESTINGHOUSE Components GmbH, DMN France SAS, DMN India Ltd.
“Agreement”	the agreement (to be concluded) between DMN-WESTINGHOUSE and the Supplier regarding the supply of Goods and/or Services as confirmed in an order as well as any written changes to this Agreement; these Terms and Conditions of Purchase apply to the Agreement.
“Goods”	all movable property (products) that fall within the scope of the Agreement, including, but not limited to, raw materials, materials, equipment, hardware, software and certificates as well as all work and services related thereto.
“Services”	services to be provided and/or supplied by the Supplier to DMN-WESTINGHOUSE that fall within the scope of the Agreement.
“Intellectual Property Rights”	all copyrights (including future copyrights), patents (granted and pending), registered and unregistered design rights, trademark rights (registered and unregistered), rights to trade names, domain names, database rights, know-how, rights in designs and inventions, rights from licences, rights with the same and similar effect or nature as the aforementioned rights and other rights that rest on or ensue from Services and/or Goods that the Supplier supplies to DMN-WESTINGHOUSE.
“Delivery”	the delivery of Goods and/or the provision of Services in accordance with the Agreement.
“Contract Variations”	all Goods and Services supplied outside the Agreement.
“Written”	by regular mail or email or otherwise electronically.
“Party”	DMN-WESTINGHOUSE or the Supplier, depending on the context.
“Parties”	refers to DMN-WESTINGHOUSE and the Supplier jointly.
“Confidential Information”	oral, written or digital information provided by or on behalf of DMN-WESTINGHOUSE, including, but not limited to, all information that is or will be provided to the Supplier or that the Supplier becomes aware of in the context of the performance of the Agreement (but not information that is generally known), including, but not limited to, all of DMN-WESTINGHOUSE’s technology, processes and know-how, all company information, business plans and strategies, technical data, photos, documents, drawings and sketches, customers and suppliers of DMN-WESTINGHOUSE, and any other information of any kind that DMN-WESTINGHOUSE can reasonably consider to be confidential and of which the Supplier becomes aware by DMN-WESTINGHOUSE providing this information to the Supplier.

2. General

- 2.1 These Terms and Conditions of Purchase apply to every request, offer, order and Agreements for the delivery of Goods and/or Services by the Supplier to DMN-WESTINGHOUSE.
- 2.2 The applicability of the general terms and conditions of the Supplier are explicitly rejected.
- 2.3 The provisions of these Terms and Conditions of Purchase will not be deviated from unless expressly agreed otherwise in writing by the Parties. In the event of a conflict between a provision of the Terms and Conditions of Purchase and a provision of an Agreement, the provision of the Agreement will prevail. If DMN-WESTINGHOUSE deviates from these

Terms and Conditions of Purchase in one or more Agreements with the Supplier, this does not mean that this deviation also applies to earlier or later Agreements between DMN-WESTINGHOUSE and the Supplier.

- 2.4 Failure by DMN-WESTINGHOUSE to demand strict compliance with the Terms and Conditions of Purchase does not imply a waiver of the Terms and Conditions of Purchase.
- 2.5 Should one or more articles in these Terms and Conditions of Purchase be fully or partially null and void or voided at any time, all other articles in these Terms and Conditions of Purchase shall remain fully in effect. In the event of a null and void or voided article, Parties will agree a new article that shall replace the null and void or voided articles in such a way that the new article will be in accordance with the purpose and scope of the original article. If the Parties cannot come to an agreement within a reasonable term, DMN-WESTINGHOUSE has the option to terminate the Agreement with immediate effect without it being obliged to compensate the Supplier for damages.

3. Conclusion of an Agreement

- 3.1 A quotation request from DMN-WESTINGHOUSE is free of obligation. The Supplier is not entitled to reimbursement of costs incurred in drawing up the quotation.
- 3.2 An Agreement is concluded if an authorised representative of DMN-WESTINGHOUSE accepts the Supplier's quotation in writing by sending an order that refers to this quotation.
- 3.3 If DMN-WESTINGHOUSE issues an order to the Supplier without a prior quotation, or that deviates from a previous quotation, an Agreement is concluded by written acceptance of the order by the Supplier or when the Supplier starts executing the Order. If the Supplier's order confirmation deviates from any part of DMN-WESTINGHOUSE's order, no Agreement will be concluded.
- 3.4 An order from DMN-WESTINGHOUSE, without a prior quotation, or deviating from a prior quotation, will lapse if the Supplier has not accepted it within 14 days of the date of dispatch of the order. In that event, DMN-WESTINGHOUSE is free, at its own discretion, to uphold, change and/or cancel the order.
- 3.5 If the Supplier has accepted an order from DMN-WESTINGHOUSE or if DMN-WESTINGHOUSE has placed an order as a result of a quotation from the Supplier, DMN-WESTINGHOUSE has the right to revoke its order within five days after receipt of acceptance or dispatch of the Order, without DMN-WESTINGHOUSE being held to compensation of any costs incurred by the Supplier. In that event, no Agreement has been concluded.
- 3.6 DMN-WESTINGHOUSE is authorised to request an Agreement to be changed. If, in the opinion of the Supplier, this has consequences for the agreed price and/or delivery period, it will inform DMN-WESTINGHOUSE in writing within eight days of the notification of the requested change before implementing the change. If these consequences are unreasonable in DMN-WESTINGHOUSE's opinion, DMN-WESTINGHOUSE has the right to terminate the Agreement. Dissolution of the Agreement on the basis of this Article does not entitle the Parties to compensation for damage and/or costs.
- 3.7 The Supplier is not permitted to make changes to the Agreement or to implement the Agreement in an amended form without the prior written permission of an authorised representative of DMN-WESTINGHOUSE.

4. Prices

- 4.1 All prices are fixed, binding and apply carriage paid at the place of delivery and include proper packaging. Price increases as a result of Contract Variations can only be calculated if they have been accepted in writing in advance by an authorised representative of DMN-WESTINGHOUSE.
- 4.2 The Agreement is not subject to exchange rate fluctuations.
- 4.3 The price agreed in an Agreement may never be increased without prior written permission of DMN-WESTINGHOUSE, even if the cost-determining factors have changed after the Agreement was concluded.
- 4.4 All prices stated in the Agreement are in euros, excluding VAT.

5. Delivery

- 5.1 The execution periods or delivery dates stated in the Agreement are final deadlines, are of the essence and binding for the Supplier unless Parties explicitly agree otherwise in writing. Exceeding the delivery date or execution period shall constitute a failure in the performance on part of Supplier and will put the Supplier in default, without a notice of default being required. DMN-WESTINGHOUSE has the right to unilaterally extend or suspend the delivery dates or execution periods or date.
- 5.2 If no explicit execution period or delivery date has been agreed between the Parties, a reasonable execution/delivery period/ date applies.
- 5.3 If delivery in phases has been agreed and the Supplier has failed to deliver in respect of a phase, Article 5.1 will apply

and DMN-WESTINGHOUSE has the right to cancel future deliveries, without being obliged to pay any compensation for damage to Supplier.

- 5.4 As soon as the Supplier knows or ought to know that the delivery will not take place, or will not take place on time or properly, it must immediately notify DMN-WESTINGHOUSE in writing, stating the circumstances that give rise to this shortcoming, as well as the date on which the Supplier can reasonably be expected to be able to perform the delivery in accordance with the Agreement. Such a notification does not prevent the Supplier's default.
- 5.5 The Supplier may only partially deliver the Goods or only partially provide the Services if this has been explicitly agreed in writing with DMN-WESTINGHOUSE. Partial deliveries of Goods and/or Services that have not been agreed as such may be returned by DMN-WESTINGHOUSE to the Supplier at the risk and expense of the Supplier. The Supplier may only deliver prematurely if DMN-WESTINGHOUSE has given prior written permission for this. Under no circumstances will premature deliveries affect DMN-WESTINGHOUSE's payment obligations and/or the Supplier's guarantee obligations under the Agreement.
- 5.6 If Goods are delivered before the delivery date specified in the Agreement without DMN-WESTINGHOUSE's express written permission, DMN-WESTINGHOUSE will have the right to refuse delivery or to charge the insurance and storage thereof until the agreed delivery date. Early delivery of the Goods and/or Services does not change the agreed payment date for the Goods and/or Services.
- 5.7 Receipt of the Goods and/or Services or using the Goods and/or the results of the Services does not imply an acknowledgment by DMN-WESTINGHOUSE that the Goods and/or Services received are of good quality and in conformity or that quantities stated on the packing slip are correct. In particular, it does not preclude a later appeal by DMN-WESTINGHOUSE for non-compliance by the Supplier with its guarantee obligations or any other obligation towards DMN-WESTINGHOUSE.
- 5.8 DMN-WESTINGHOUSE may inspect the delivered Goods within a reasonable term after delivery. To this end, the Supplier grants access to the places where the Goods are manufactured and to the places where the Goods are present, and will cooperate with inspections or checks required by DMN-WESTINGHOUSE. This cooperation also involves providing the required documentation and information. Unless agreed otherwise in writing, the costs of (re)inspections or (re)checks are for the account of the Supplier.
- 5.9 If the Goods and/or Services are rejected in whole or in part, DMN-WESTINGHOUSE will notify the Supplier in writing. This notice serves as a notice of default.
- 5.10 If, at the request of DMN-WESTINGHOUSE, the Supplier does not retrieve the rejected Goods at its own expense and risk from DMN-WESTINGHOUSE within the period set by DMN-WESTINGHOUSE or, in the absence of a deadline, within a reasonable period, DMN-WESTINGHOUSE is entitled to return the Goods to the Supplier at the Supplier's expense and risk.
- 5.11 The Supplier will provide DMN-WESTINGHOUSE with all documentation required by applicable laws, rules, guidelines and regulations of the EU and any other relevant country and any documentation required by DMN-WESTINGHOUSE according to DMN-WESTINGHOUSE's instructions, at the latest upon delivery of the Goods. If the Supplier does not provide the required documentation to DMN-WESTINGHOUSE when the Goods are delivered, DMN-WESTINGHOUSE has the right to refuse delivery of such Goods. In such case, the Goods will be deemed not to have been delivered to DMN-WESTINGHOUSE.
- 5.12 Delivery to DMN-WESTINGHOUSE's sites is under the condition Delivered Duty Paid, DDP, according to the Incoterms 2020.
- 5.13 Delivery of the Goods by the Supplier must be accompanied by a packing slip, which must be signed off by DMN-WESTINGHOUSE. The packing slip must be provided with a purchase order number from DMN-WESTINGHOUSE.
- 5.14 Delivery without a packing slip or packing slips without a purchase order number from DMN-WESTINGHOUSE are returned at the expense and risk of the Supplier.
- 5.15 Delivery is made by the Supplier to the delivery address specified on the purchase order. The delivery address may differ from the place of business. In the event of incorrect addressing by the Supplier, the additional freight costs will be borne by the Supplier.
- 5.16 The Supplier does not charge a packaging covenant to DMN-WESTINGHOUSE, the costs of the packaging are included in the agreed price.
- 5.17 The Supplier charges no minimum order costs, no administration costs and no credit costs to DMN-WESTINGHOUSE. There is no minimum order quantity for DMN-WESTINGHOUSE orders.
- 5.18 DMN-WESTINGHOUSE is exempt from transport insurance for the delivery of the Goods. The risk of transport damage is at the expense and risk of the Supplier unless the Parties agree otherwise in writing in advance.

6. Transfer of Ownership and Risk

- 6.1 Until the moment of delivery, Goods are at the expense and risk of the Supplier. From the moment of delivery, approval and acceptance of the Goods by DMN-WESTINGHOUSE, the Goods are at DMN-WESTINGHOUSE's expense and risk.
- 6.2 The ownership of the Goods will be transferred to DMN-WESTINGHOUSE, free of all special charges and restrictions, after they have been delivered by the Supplier and accepted by DMN-WESTINGHOUSE in accordance with the provisions of the Agreement and the Terms and Conditions of Purchase.

7. Invoices and Payment

- 7.1 DMN-WESTINGHOUSE is not obliged to pay the invoice until after full and correct performance of the Agreement by Supplier. Only then will the Supplier send an invoice. In the case of partial deliveries, the Supplier will invoice after the last partial delivery has taken place, unless the Parties agree otherwise in writing.
- 7.2 The Supplier will submit invoices digitally to DMN-WESTINGHOUSE, which include a clear breakdown and clearly refer to the underlying Agreement and the purchase order number, so that it is clear to DMN-WESTINGHOUSE to which Agreement the invoice relates. If the invoice does not meet these requirements, DMN-WESTINGHOUSE is not obliged to pay the invoice.
- 7.3 DMN-WESTINGHOUSE will pay an invoice within 45 days after receipt of the invoice or, if this is later, after full and correct performance of the Agreement, provided that the invoice meets the requirements referred to in article 7.2. Invoices that, according to DMN-WESTINGHOUSE, do not contain sufficient information for payment thereof (for example missing order numbers) will be returned by DMN-WESTINGHOUSE to the Supplier for completion.
- 7.4 Failure to comply with the request stated in the order to send shipping advice and packing lists to the prescribed addresses, as well as not fully completing these documents, with all necessary information, such as reference numbers, etc. may result in a delay in payment.
- 7.5 Unless Parties agree otherwise in writing, invoices are not paid in advance by DMN-WESTINGHOUSE. If the Parties agree that DMN-WESTINGHOUSE will pay prior to the delivery of the Goods and/or Services, all advance payments made will be considered a loan to the Supplier until the order has been fully delivered and accepted by DMN-WESTINGHOUSE. In the event of advance payment by DMN-WESTINGHOUSE, a bank guarantee must be provided by the Supplier.
- 7.6 The day on which DMN-WESTINGHOUSE issues the payment order to the bank is regarded as the payment day.
- 7.7 Payment by DMN-WESTINGHOUSE is made subject to all rights and defences and does not imply acknowledgment of the payment owed. If after payment by DMN-WESTINGHOUSE it appears that the payment has been made unduly by DMN-WESTINGHOUSE, the Supplier is obliged to repay DMN-WESTINGHOUSE the undue payment within 5 working days after a written notification to a bank account indicated by DMN-WESTINGHOUSE. Exceeding that period will result in default of the Supplier by operation of law without prior notice of default being required. The Supplier owes a contractual interest of 1% per month or part of a month on what it owes in that case from the default date, unless the statutory (commercial) interest is higher, in which case the statutory (commercial) interest applies. The interest on the amount due will be calculated from the moment the Supplier is in default until the moment of full payment of the full amount owed.
- 7.8 Payments by DMN-WESTINGHOUSE will firstly be deducted from the principal sum owed and subsequently from interest owed and finally deducted from any costs owed.
- 7.9 If the payment is overdue, DMN-WESTINGHOUSE will not be in default until DMN-WESTINGHOUSE has received a notice of default from the Supplier containing a reasonable period of at least 14 days to arrange payment and DMN-WESTINGHOUSE has not made the relevant payment within the aforementioned period.
- 7.10 If payment has not yet been made within the period referred to in Article 7.9 and DMN-WESTINGHOUSE owns default interest, the interest percentage will not exceed the interest percentage as referred to in Section 6:119 of the Dutch Civil Code.
- 7.11 If the Supplier is in default with the correct and/or timely fulfilment of one or more of its obligations, DMN-WESTINGHOUSE's payment obligations will be automatically and immediately suspended until the Supplier has fully complied with its obligations under the Agreement and these Terms and Conditions of Purchase.
- 7.12 DMN-WESTINGHOUSE is at all times entitled to set off the amounts owed to the Supplier against any and all amounts that the Supplier owes to DMN-WESTINGHOUSE. The Supplier has no right to suspend its obligations to DMN-WESTINGHOUSE.
- 7.13 Where appropriate, DMN-WESTINGHOUSE is entitled, before fulfilling and/or resuming its payment obligations, to request adequate security for the performance or to demand replacement compensation from the Supplier, if it is suspected that the Supplier will not (be able to) fulfil its obligations correctly and/or in time.

8. Items to be made available

- 8.1 All items that are made available to the Supplier by DMN-WESTINGHOUSE for the execution of an order will be sent carriage paid and remain the property of DMN-WESTINGHOUSE under all circumstances.
- 8.2 The Supplier is obliged to mark the items referred to in the previous paragraph as recognisable property of DMN-WESTINGHOUSE and to keep them in good condition.
- 8.3 Damage to items made available to the Supplier by DMN-WESTINGHOUSE is at the expense and risk of the Supplier.
- 8.4 The Supplier must immediately return the items made available at DMN-WESTINGHOUSE's first request, but at the latest at the end of the Agreement.
- 8.5 The Supplier may only use the items referred to in Article 8.1 for the purpose and in the context of the execution of the Agreement and may in no way wholly or partially reproduce, disclose or make them available to third parties or use them in any other way without DMN-WESTINGHOUSE's prior express and written consent.

9. Drawings and Moulds

- 9.1 All drawings, moulds, etc. made available by DMN-WESTINGHOUSE remain the property of DMN-WESTINGHOUSE and must be returned to DMN-WESTINGHOUSE immediately after the manufacture of the Goods.
- 9.2 The Supplier may only use the drawings and moulds for the purpose and in the context of the execution of the Agreement and may in no way wholly or partially reproduce, disclose or make them available to third parties or use them in any other way without DMN-WESTINGHOUSE's prior express and written consent.

10. Quality, Inspection and Complaints

- 10.1 The Supplier provides DMN-WESTINGHOUSE with Goods and/or Services that:
 - a. comply with the Agreement and are free from defects;
 - b. are complete and fit for the purpose for which they are intended;
 - c. are free from design, execution and material defects;
 - d. are fully in accordance with the information provided by DMN-WESTINGHOUSE, which requirements have been accepted by the Supplier;
 - e. do not contain any prohibited substances or preparations;
 - f. do not contain substances that cannot be processed through regular waste processing;
 - g. the Goods, including the packaging, as well as the manufacturing process, comply with all relevant EU rules, guidelines and regulations, regardless of whether the Goods will be used within or outside the EU, as well as all local statutory and governmental rules and regulations, as well as requirements of the safety and quality standards applied within the industry;
 - h. the Goods, including the packaging, as well as the production process, meet the requirements of the safety and quality standards applied within the industry;
 - i. the Supplier is the owner of the Goods at the time of delivery.
- 10.2 Inspections, controls and tests of Goods and/or Services by DMN-WESTINGHOUSE at its first request can take place before delivery or after delivery at the first request of DMN-WESTINGHOUSE. The Supplier and DMN-WESTINGHOUSE are authorised to be present during inspection, control or testing and to assist in this. Absence in the case of inspections, controls and tests never implies automatic or tacit approval.
- 10.3 The Supplier will cooperate free of charge in any inspections, controls and/or tests requested by DMN-WESTINGHOUSE. The Supplier grants DMN-WESTINGHOUSE access to the places where the Goods are stored and the Services are performed.
- 10.4 In the event of rejection of Goods after the risk thereof has been transferred to DMN-WESTINGHOUSE, the risk of the rejected Goods will be borne by the Supplier and the earlier transfer of risk to DMN-WESTINGHOUSE will be cancelled retroactively.
- 10.5 DMN-WESTINGHOUSE must report complaints about the Goods and/or Services to the Supplier in writing as soon as possible after delivery to DMN-WESTINGHOUSE. This notice of DMN-WESTINGHOUSE serves as a notice of default. In the event of rejection of the Goods and/ or Services by DMN-WESTINGHOUSE, the Supplier will repair or replace delivered Goods and/or Services free of charge within fourteen days.
- 10.6 If the Supplier does not comply with the aforementioned obligation to repair or replace the delivered Goods and/ or Services free of charge within the stipulated period of fourteen days, DMN-WESTINGHOUSE is entitled to purchase the

Goods and/or Services from third parties or to take measures by purchasing from third parties at the expense and risk of the Supplier up to a limited maximum of 1.5 times (in words: one and a half times) the net price of the Goods and/or Services to be purchased from the Supplier.

- 10.7 If the Supplier does not retrieve the rejected Goods within fourteen days after DMN-WESTINGHOUSE's written rejection, DMN-WESTINGHOUSE has the right to return the Goods to the Supplier at the Supplier's expense and risk.

11. Warranty

- 11.1 The warranty period for the Goods delivered by the Supplier to DMN-WESTINGHOUSE is twenty-four months after delivery and acceptance of the Goods by DMN-WESTINGHOUSE.
- 11.2 In the event Parties agree upon a different commencement date of the warranty this will be agreed upon between the Parties in writing and this date will be stated on the relevant purchase order.
- 11.3 Dispatch of Goods with regard to an appeal to the warranty takes place at the expense and risk of the Supplier.
- 11.4 The warranty provision also applies to Goods that are delivered to a destination outside the Netherlands.
- 11.5 If the Supplier redelivers or repairs Goods in accordance with its warranty obligations, these Goods will again be subject to a warranty period of twenty-four months after acceptance of the Goods by DMN-WESTINGHOUSE.
- 11.6 All costs arising from compliance with the warranty obligations, as well as additional costs that DMN-WESTINGHOUSE must incur as a result of not complying with the warranty obligation, are borne by the Supplier.

12. Force Majeure

- 12.1 If the performance of the Agreement is or is likely to be prevented through force majeure, the Supplier will immediately inform DMN-WESTINGHOUSE thereof in writing, stating the nature of the force majeure, the expected duration of the force majeure, as well as the consequences thereof for the fulfilment of the Agreement. The Supplier will simultaneously inform DMN-WESTINGHOUSE about the measures it is taking to resolve the situation of force majeure. The costs of these measures are borne by the Supplier.
- 12.2 If the Supplier does not report the force majeure on time or in full, or otherwise does not comply with Article 12.1 of the Terms and Conditions of Purchase, it will no longer be entitled to invoke force majeure. This will not affect DMN-WESTINGHOUSE's right to dissolve and/or terminate the Agreement under Article 13 of the Terms and Conditions of Purchase.
- 12.3 Also in the event that the Supplier does not take measures to resolve the situation of force majeure, while this was reasonably possible, the Supplier will no longer be entitled to invoke force majeure.
- 12.4 In the event of a force majeure, DMN-WESTINGHOUSE may amend or dissolve the Agreement in whole or in part.
- 12.5 Force majeure is in any case not understood to mean the situation in which third parties engaged by the Supplier do not fulfil their obligations or do not fulfil them within time (whether or not due to force majeure), shortage of employees, transport problems, faults in means of communication and technical equipment, (measures resulting from) a pandemic, epidemic, strikes or liquidity problems of the Supplier or if the Supplier has not taken measures to resolve the force majeure situation, while this was reasonably possible.

13. Termination and Suspension of the Agreement

- 13.1 DMN-WESTINGHOUSE will, without prejudice to any other rights, and without being obliged to pay any compensation of damages or costs to Supplier, be entitled to suspend, terminate or dissolve all Agreements concluded between DMN-WESTINGHOUSE and the Supplier with immediate effect, and/or, at DMN-WESTINGHOUSE's discretion, to suspend its obligations under the Agreement by and with a single written notice if:
- a. the Supplier is declared bankrupt or filed for bankruptcy or suspension of payment;
 - b. the Supplier's business operated by the Supplier is dissolved, is ceased or is threatened to be ceased;
 - c. attachment is levied on goods of the Supplier as a result of which the usual continuation of the company is jeopardised;
 - d. the Supplier becomes involved in negotiations with one or more of its creditors or takes another step with a view to the general adjustment or settlement of its debt;
 - e. the control of the Supplier and/or DMN-WESTINGHOUSE is acquired by one or more others by direct or indirect transfer of shares and/or a change in the composition of the board;
 - f. the Supplier falls short in the fulfilment of its obligations under the Agreement or in an obligation under the law towards, which default cannot be remedied, or which default has not been remedied within a reasonable period after the notice of default;

- g. a force majeure situation as referred to in Article 12 arises;
 - h. DMN-WESTINGHOUSE has good reason to fear that the Supplier is unable or will not be able to fulfil its obligations under the Agreement, regardless of whether this is attributable to the Supplier, or if delivery is no longer worthwhile for DMN-WESTINGHOUSE;
 - i. if the Supplier has been hired as a freelancer and during the first two weeks after the start of the work it appears that, in the opinion of DMN-WESTINGHOUSE, the Supplier does not fit in the team, is not sufficiently competent, or is not adequately trained;
 - j. if DMN-WESTINGHOUSE suffers or could suffer damage as a result of the Agreement, which also includes reputational damage;
 - k. if there is a violation of a final deadline by the Supplier as referred to in Article 5.1 of the Terms and Conditions of Purchase;
 - l. the Supplier or its supervisors or employees are at any time convicted of a crime (this does not include traffic offenses for which a fine or a penalty is imposed without detention) and/or the Supplier, its employees or representatives grant or offer or has granted or offered a demonstrable favour to persons who are part of DMN-WESTINGHOUSE or who are employees or representatives of DMN-WESTINGHOUSE;
 - m. at any time, the Supplier or its supervisors or employees commit fraud or perform acts in a manner that DMN-WESTINGHOUSE believes may harm the reputation or interests of DMN-WESTINGHOUSE or with DMN-WESTINGHOUSE affiliated companies and/or the Owner;
 - n. at any time, the Supplier's permits required for the performance of the Agreement are revoked.
- 13.2 If the Agreement ends (prematurely) for any reason, the Supplier will, at the first request of DMN-WESTINGHOUSE, provide what is reasonably necessary to ensure that a new supplier or DMN-WESTINGHOUSE itself can take over the performance of the Agreement without any impediments and/or can deliver a similar performance on behalf of DMN-WESTINGHOUSE. The Supplier will also return all goods, documents, drawings, moulds and other goods (including data and information carriers) provided by DMN-WESTINGHOUSE without delay to DMN-WESTINGHOUSE.
- 13.3 If the Agreement ends due to a shortcoming on the part of the Supplier or a different situation within the Supplier's control, the Supplier will carry out the work referred to in Article 13.2 of the Terms and Conditions of Purchase, free of charge. In the event that the Agreement ends for a reason other than a shortcoming on the part of the Supplier or if a situation is within the Supplier's control, the Supplier is entitled to perform the work referred to in Article 13.2 at the rates and conditions set out in the Agreement, or failing that, at the reasonable rates generally applied by the Supplier and under conditions to be agreed upon.

14. Liability

- 14.1 The Supplier is liable for all damages, losses, costs and expenses that DMN-WESTINGHOUSE, its affiliates or third parties may incur and may suffer as a result of or in connection with the performance of an Agreement by the Supplier, regardless of whether such damages, losses, costs and expenses were caused by the Supplier, its personnel or another (legal) person or object for which the Supplier is legally liable and responsible. In this paragraph, third parties also include DMN-WESTINGHOUSE's personnel, third parties who work on behalf of DMN-WESTINGHOUSE, as well third parties for which DMN-WESTINGHOUSE works.
- 14.2 The Supplier fully indemnifies and will keep DMN-WESTINGHOUSE indemnified against any and all claims from third parties with regard to damages, losses, costs and expenses of third parties arising from or related to the performance of an Agreement by the Supplier, including but not limited to claims as referred to in Section 6:185 in conjunction with 6:190 of the Dutch Civil Code, as well as the franchise amount referred to in those sections, as well as claims for infringement of any Intellectual Property Right in connection with the delivered Goods and/or Services.
- 14.3 The Supplier will take out and maintain adequate insurance policy or policies in order to cover the obligations under the Agreement, the general Terms and Conditions of Purchase or required under applicable law and will provide such policies with proof of payment of the premiums to DMN-WESTINGHOUSE upon first request. The costs of the policy excess are always borne by the Supplier. If the Supplier, in connection with its possible liability to DMN-WESTINGHOUSE, can claim payment under an insurance policy, the Supplier must ensure that these payments are made directly to DMN-WESTINGHOUSE. Any payment to DMN-WESTINGHOUSE based on an insurance policy concluded by the Supplier does not affect DMN-WESTINGHOUSE's claims for damages against the Supplier, in so far as these exceed the payment.
- 14.4 In the event that DMN-WESTINGHOUSE is liable at any time for damages, losses, costs and expenses suffered by the Supplier in connection with the Agreement, or as a result of a wrongful act, the following applies:
- a. DMN-WESTINGHOUSE will never be liable for the loss of profit, lost income, lost turnover, lost savings, consequential loss, stagnation of commercial activities and reputational damages of Supplier;

- b. DMN-WESTINGHOUSE is not liable for damages resulting from incorrect or incomplete information from the Supplier or from third parties acting on behalf of the Supplier, regardless of whether this inaccuracy or incompleteness must be assumed to be known at the time of the provision of information to the Supplier or third parties acting on its instructions;
- c. the liability of DMN-WESTINGHOUSE is always limited to the amount paid out by DMN-WESTINGHOUSE's insurance, whereby in the event that the insurance does not pay out or the damage is not insured, liability is limited to the net invoice value of the last invoice received from Supplier by DMN-WESTINGHOUSE in relation to the Agreement and irrespective of the number of events giving rise to the damages.

This limitation does not apply to damage resulting from intent or deliberate recklessness on the part of DMN-WESTINGHOUSE and/or its (statutory) director(s).

15. Intellectual Property

- 15.1 The Supplier will not infringe upon DMN-WESTINGHOUSE's Intellectual Property Rights. More specifically, without DMN-WESTINGHOUSE's prior written consent, the Supplier will not use DMN-WESTINGHOUSE's trade names or trademarks, nor any words, images, or symbols that may imply DMN-WESTINGHOUSE's involvement in or consent to any written or verbal advertisement or presentation, brochure, newsletter, book or other published material.
- 15.2 All works made available by DMN-WESTINGHOUSE to the Supplier under the Agreement will remain the property of DMN-WESTINGHOUSE or of the third party on whose behalf or with whose permission DMN-WESTINGHOUSE has made the aforementioned works available. The Supplier will only use these works for the purpose and in the context of the execution of the Agreement, within the limits of the Agreement, and may in no way wholly or partially reproduce, disclose or make these works available to third parties or in any way use these works without the prior express and written consent of DMN-WESTINGHOUSE.
- 15.3 The Supplier acknowledges and agrees that all Intellectual Property Rights relating to all Goods and/or the results of the Services are vested in, and to the extent possible, are transferred free of charge to DMN-WESTINGHOUSE upon conclusion of the Agreement.
- 15.4 If a further deed is required for the transfer of the rights, as referred to in Article 15.3 of the Terms and Conditions of Purchase, the Supplier hereby irrevocably authorizes DMN-WESTINGHOUSE to draw up such deed and to sign it on behalf of DMN-WESTINGHOUSE at DMN-WESTINGHOUSE's first request, without further conditions, and, if required, without prejudice to the Supplier's obligation to cooperate in drawing up and signing such a deed. . The Supplier will cooperate fully in obtaining, possessing and enforcing the aforementioned Intellectual Property Rights, both in and outside the Netherlands.
- 15.5 To the extent necessary and permitted, the Supplier, also on behalf of the staff of the Supplier, waives all of its moral rights, included in or ensuing from the results of all work performed by the Supplier, when concluding the Agreement. The Supplier guarantees DMN-WESTINGHOUSE to be authorised to waive these rights, also on behalf of its staff. In so far as waiving moral rights is not permitted, the Supplier will not exercise these personal rights after prior consultation with and written permission from DMN-WESTINGHOUSE.
- 15.6 If the Intellectual Property Rights of third parties are part of the Intellectual Property Rights referred to in paragraph 15.3 of the Terms and Conditions of Purchase, the Supplier guarantees that these Intellectual Property Rights (including moral rights) have been transferred by these third parties to Supplier. The Supplier guarantees that compensation for this transfer will be paid to these third parties as rightful claimants of the Intellectual Property Rights and Supplier indemnifies DMN-WESTINGHOUSE and its client against claims from these third parties in this respect.
- 15.7 If the Intellectual Property Rights of third parties are part of the Intellectual Property Rights referred to in paragraph 15.3 and the Supplier is unable to acquire the Intellectual Property Rights of these third parties, the Supplier will immediately notify DMN-WESTINGHOUSE and will make every effort to obtain permission to use (license) these Intellectual Property Rights from these third parties.
- 15.8 If DMN-WESTINGHOUSE is confronted with claims from third parties, whether or not under the Intellectual Property Rights of these third parties, with regard to the Goods and/or Services delivered by the Supplier, Supplier will indemnify DMN-WESTINGHOUSE against any and all claims of these parties, and Supplier will compensate all costs, damages, losses and claims incurred by DMN-WESTINGHOUSE in connection with these claims, including the costs of legal assistance and direct and indirect damages suffered by DMN-WESTINGHOUSE. In the event that the claims result in legal proceedings, the Supplier will take on the defence at first request of DMN-WESTINGHOUSE.
- 15.9 All materials, including, but not limited to the designs, drawings, prototypes, moulds, and other materials or data or (data) files that the Supplier develops or causes to be developed for or in connection with the Agreement or that are created through the use of the Goods and/or Services, must be safely kept by the Supplier with the greatest possible care. To the extent necessary, the Supplier transfers these materials and the Intellectual Property Rights arising therefrom to DMN-WESTINGHOUSE exclusively, unconditionally and without any restriction free of charge, as DMN-WESTINGHOUSE accepts them when concluding the Agreement. At the end of the Agreement or at DMN-WESTINGHOUSE's first request,

these materials will be transferred to DMN-WESTINGHOUSE free of charge, without retaining a copy, statement, summary or any other part thereof.

- 15.10 If software is supplied as part of the Goods and/or Services, the Supplier shall deposit the source code of the software – as well as any update, upgrade or new release of the software - and updates thereof with an escrow agent at DMN-WESTINGHOUSE's first request and cooperate in the formation of an escrow agreement for this purpose, even if this was not initially agreed. Source code must be understood to mean: all the programme instructions in their original programming language, including the associated documentation, intended for execution by a computer, in such a form that a programmer who has knowledge and experience of the programming method and technology used can modify the software accordingly. The escrow also includes all non-disclosed information that DMN-WESTINGHOUSE reasonably requires for continuity, error recovery, maintenance and management of the software so that it can continue to make use of the agreed use. DMN-WESTINGHOUSE is entitled to receive a copy of the escrow agent's source code after the occurrence of a delivery schedule as stipulated in the escrow agreement. The escrow agreement shall in any event provide that the escrow agent shall deliver a copy of the source code to DMN-WESTINGHOUSE in the event of the Supplier's (threatened) bankruptcy or in the event that the Supplier breaches a material obligation under the Agreement.

16. Confidentiality

- 16.1 The Supplier will keep Confidential Information confidential and will in no way give, provide, make available or otherwise disclose or make it public to third parties, except in so far as the Supplier engages its own employees and/or third parties and/or advisers, in accordance with the provisions in Article 16.3 of these General Terms and Conditions of Purchase.
- 16.2 The Supplier is not permitted to use the Confidential Information for purposes other than as necessary for the performance of the Agreement, nor use it for any other purposes than the performance of the aforementioned Agreement
- 16.3 The Supplier will only give, provide, make available or otherwise disclose the Confidential Information to its employees, (hired) staff, third parties or advisers engaged by it, in so far as (i) this is strictly necessary for the performance of the Agreement, and (ii) these employees, third parties or advisors have declared themselves expressly bound by the obligations under this Article prior to this in writing, expressly including the obligations under the penalty clause.
- 16.4 The Supplier is jointly and severally liable for the fulfilment of the obligations under the Agreement and this Article 16 of the Terms and Conditions of Purchase by its employees, (hired) staff, third parties or advisors engaged by it, and any other natural or legal person to whom they have disclosed, provided, made available or otherwise made known the Confidential Information.
- 16.5 The Supplier is not permitted to copy, reproduce or otherwise multiply the Confidential Information on any type of data carrier, other than in the context of the performance of the Agreement.
- 16.6 At DMN-WESTINGHOUSE's first request, the Supplier will return the Confidential Information to DMN-WESTINGHOUSE without retaining copies. In any case, the Supplier will return the Confidential Information as soon as the Agreement is terminated. DMN-WESTINGHOUSE will confirm the return of the Confidential Information to the Supplier in writing.
- 16.7 The Supplier will inform DMN-WESTINGHOUSE immediately if it becomes aware of a (potential) breach of an obligation under this Article 16 of the Terms and Conditions of Purchase and will provide DMN-WESTINGHOUSE with all reasonable assistance in taking (legal) steps in connection with the (potential) infringement.
- 16.8 If applicable, a Confidentiality Agreement must be signed by both Parties.
- 16.9 The Supplier is not obliged to keep information about DMN-WESTINGHOUSE confidential if:
- a. the Supplier was already aware of the information before it received this information from DMN-WESTINGHOUSE, provided the Supplier can prove this by written documents;
 - b. the information becomes publicly known other than through a breach by the Supplier;
 - c. the information is obtained by a third party without this third party infringing any obligation of confidentiality;
 - d. there is a legal ground, or a court order, which obliges the Supplier to disclose information. If information is required to be disclosed on these grounds, the Supplier will immediately inform DMN-WESTINGHOUSE and disclose only the information to which it is obligated, following all reasonable instructions from DMN-WESTINGHOUSE.
- 16.10 In the event of violation of one or more of the provisions of this Article by the Supplier or an employee, consultant and/or other third party engaged by it, the Supplier will pay DMN-WESTINGHOUSE an immediately due and payable penalty of EUR 100,000 (in words: one hundred thousand Euros) per violation, which cannot be set off, as well as EUR 1,000 (in words: thousand Euros) per day or part of a day that the violation continues, notwithstanding DMN-WESTINGHOUSE's right to claim compliance with these General Terms and Conditions of Purchase, as well as to claim compensation in respect of the damages suffered or to be suffered as a result of the violation(s).

17. Identification of Items

All identification requirements stated in the order or on the drawing parts lists must be strictly adhered to and clearly affixed. The Supplier may be obliged to still perform this identification at the delivery address if the above is not complied with.

18. Other Provisions

- 18.1 Without the prior written consent of DMN-WESTINGHOUSE, the Supplier is not permitted to sell, assign, transfer or outsource its rights and/or obligations under the Agreement to a third party. Irrespective of the aforementioned permission, the Supplier remains at all times jointly and severally liable and bound to comply with the transferred obligation. The Supplier guarantees that these third parties are aware of and act in accordance with the provisions of the Agreement.
- 18.2 DMN-WESTINGHOUSE is at all times entitled to fully or partially sell, assign, transfer the rights and/or obligations under an Agreement to a third party and the Supplier will be deemed to have already agreed to this and to cooperate when the Agreement was concluded.
- 18.3 DMN-WESTINGHOUSE has the right to change these Terms and Conditions of Purchase from time to time, where DMN-WESTINGHOUSE must observe a reasonable notification period towards the Supplier.

19. Applicable Law and Dispute Settlement

- 19.1 These General Terms and Conditions and the Agreement and any claims and/or disputes based upon, arising out of or relating to the General Terms and Conditions, the Agreement and/or transactions contemplated hereby and thereby (including disputes with regard to the validity of the General Terms and Conditions, the Agreement and the transactions contemplated hereby and thereby), shall be exclusively governed by, and construed in accordance with, Dutch law. This is the case even when the performance of an obligation is executed fully or partially outside of the Netherlands or when a party to the legal relationship resides outside of the Netherlands. The applicability of the Vienna Sales Convention 1980 (CISG) is explicitly excluded.
- 19.2 The district court of The Hague will have exclusive competence to deal in first instance with any and all disputes with regard to the performance and/or the execution of the General Terms and Conditions, the Agreement, the transactions contemplated hereby and thereby, (including disputes with regard to the existence and validity of the General Terms and Conditions, the Agreement and the transactions contemplated hereby and thereby), whether in contract or tort, and including any disputes relating thereto. Parties shall have the right to use legal remedies against a judgment of said court. The district court of The Hague will also have exclusive competence to deal with interim relief proceedings.
- 19.3 DMN-WESTINGHOUSE, however, remains entitled to bring a claim before a Court that is competent according to national legal rules.