



QUICK PLUG

-THE EVOLUTION OF ROOTS-

GENERAL TERMS AND CONDITIONS OF PURCHASE OF QUICK PLUG VERSION 2019

Article 1. Definitions

In these general terms and conditions of purchase, the following terms are defined as follows:

Agreement: the agreement concluded between QP and the Supplier regarding the purchase of goods and/or performance of services by QP from the Supplier, inter alia including framework or master agreements (including appendices) between QP and the Supplier.

Confidential Information: all information, including (but not limited to) ideas, knowledge, trade secrets, data, (digital) documents, procedures, substances and samples, with regard to QP, which has been designated by QP as confidential or of which the Supplier knows or should reasonably know the confidential nature.

Dümmen Codes: the code of conduct and the anti-bribery and anti-corruption policy of Dümmen Orange as published on the Dümmen Orange website:

https://www.dummenorange.com/site/documents/260/CodeOfConduct_EN.pdf
www.dummenorange.com/abac

QP: Quick Plug B.V. or one of its group companies within the meaning of article 2:24b of the Dutch Civil Code.

Supplier: the party that delivers goods to or performs services in favour of QP under the Agreement, as well as the party with whom QP is negotiating the conclusion of an agreement.

Article 2. Applicability

2.1 These general terms and conditions of purchase apply to the conclusion, performance and termination of Agreements.

2.2 Any deviations from and/or supplements to these general terms and conditions of purchase can only be agreed upon explicitly and in writing between QP and the Supplier.

2.3 General terms and conditions of the Supplier, under whatever name, are explicitly declared inapplicable.

2.4 In the event that the contents of the Agreement deviate from the contents of these general terms and conditions of purchase, the contents of the Agreement shall prevail.

Article 3. Conclusion of the Agreement

3.1 Quotations/offers from the Supplier are irrevocable and are valid for a minimum period of 30 days.

3.2 An Agreement can only be concluded through (i) the explicit acceptance in writing by QP of a quotation/offer from the Supplier, or (ii) signing thereof by all contracting parties.

Article 4. Prices

Unless explicitly agreed otherwise in writing, agreed prices are fixed and exclusive of VAT, but include all (other) taxes, levies and costs.

Article 5. Delivery of goods and performance of services

5.1 Delivery of goods takes place DDP, in accordance with Incoterms 2010, at the delivery address agreed between the Parties.

5.2 The Supplier is in default of its obligations under the Agreement if any term for delivery of goods or the performance of services as agreed upon in the Agreement is exceeded. The Supplier shall forthwith notify QP in writing in case any late delivery is threatening. This notification is without prejudice to the rights of QP pursuant to any provisions of law, the Agreement and these general terms and conditions of purchase.

5.3 Without prejudice to QP's right to additional compensation, in case of excess of any delivery term as referred to in Article 5.2 by more than 10 calendar days, the Supplier shall pay to QP an immediately payable penalty of 5% of the agreed price for the goods to be delivered, plus 1% of the agreed price for every week said excess continues.

5.4 Unless agreed otherwise in writing, the Supplier shall not be entitled to make partial deliveries. In the event partial deliveries have been agreed upon in the Agreement, then under these general terms and conditions of purchase the term delivery shall comprise a partial delivery.

5.5 The Supplier shall not be authorized to suspend its delivery obligations or the performance of services in the event QP fails to fulfil (any of) its obligations.

5.6 The Supplier hereby waives all rights and powers it is entitled to by virtue of the right of retention or the right to claim back unpaid goods.

5.7 The Supplier is obliged to take out adequate insurance with regard to the goods (including the transport thereof) and/or the services as described in the Agreement. At QP's first request, the Supplier shall provide QP with a copy of the policy/policies or an insurance certificate with respect to the insurances referred to in this article 5.7.

Article 6. Packaging and transport

The Supplier, at its own expense, shall pack the goods with due observance of any requirements set out in the Agreement and/or any provisions of law and in a manner

appropriate and sound for the relevant goods and shall procure that the relevant goods are protected and transported in good condition to QP. The Supplier shall be liable for any damage caused by insufficient or inadequate packaging.

Article 7. Inspection / no obligation to complain

7.1 QP shall at all times be entitled to subject (or have subjected) the delivered goods, or the goods to be delivered, to an inspection or to examine (or have examined) whether any services rendered have been performed in accordance with the terms and conditions of the Agreement, and the Supplier shall fully cooperate with any such inspection or examination.

7.2 In the event of any rejection of goods or services, QP will notify the Supplier thereof and the provisions of Article 11.2 shall apply.

7.3 The Supplier cannot derive any rights from the results of an inspection or examination as referred to in Article 7.1 or from the omission of any such inspection or examination.

7.4 QP shall never be bound to any term stipulated by the Supplier within which QP is to indicate that the delivered goods are rejected or within which QP is to lodge a complaint.

Article 8. Title and risk

8.1 The title to and risk of the goods pass from the Supplier to QP at the time of delivery, unless (i) the parties have agreed otherwise or (ii) the goods are rejected by QP on the basis of Article 7.

8.2 The Supplier warrants that unencumbered title to the goods is transferred to QP.

Article 9. Payment

9.1 Payment by QP of any amounts agreed to in the Agreement will be made upon receipt of a proper invoice with a payment term of at least 60 days.

9.2 Payment by QP does not in any way constitute any waiver of rights.

9.3 QP is at all times authorized to set off any Supplier's claims against claims QP has against the Supplier for whatever reason.

Article 10. Additional work

The Supplier shall ensure that the agreed budget for the performance of the Agreement is not exceeded. In the event the Supplier finds that the actual costs to be invoiced will or may exceed the total amount set out in the Agreement, the Supplier shall forthwith notify QP thereof. QP shall only be required to pay any such excess amounts if and to the extent QP has given its prior written consent with respect to said excess and/or any additional work.

Article 11. Warranty

11.1 The Supplier warrants that the goods to be delivered or the services to be rendered conform to the Agreement.

11.2 In the event, regardless of the results of an inspection or examination as referred to in Article 7, any delivered goods or services rendered do not comply with the Agreement, the Supplier shall, without prejudice to the rights of QP pursuant to any provisions of law, the Agreement and these general terms and conditions of purchase, at QP's first request and at its own expense and risk immediately, where possible, repair, replace or supplement the delivered performance. Any and all costs incurred in relation thereto shall be the account of the Supplier.

11.3 In urgent cases and in case following consultation with the Supplier it must be reasonably assumed that the Supplier will fail to fulfil its obligations under the Agreement, QP shall have the right to carry out (or have carried out) any repairs, replacements or additions at the Supplier's expense. This does not release the Supplier from its obligations under the Agreement.

11.4 Unless agreed otherwise in writing, a warranty term of 36 months after delivery of the goods or performance of the services applies, or, to the extent longer, the term of the factory warranty.

Article 12. Confidentiality

12.1 The Supplier must maintain absolute confidentiality with regard to the contents of the Agreement and all Confidential Information of which it becomes aware in the context of the Agreement or which is collected and/or recorded by it in the context of the Agreement. The Supplier shall (i) not disclose such Confidential Information to any third party other than the Supplier's professional advisers and financiers without QP's prior written approval, (ii) only disclose such Confidential Information within its organization to persons if and to the extent such persons have a need to know in connection with the performance of the Agreement and (iii) not use such Confidential Information other than in relation to the performance of the Agreement.

12.2 The confidentiality obligation referred to in Article 12.1 does not apply insofar as (i) the Supplier is bound by law or court order to disclose the Confidential Information concerned, or (ii) the relevant Confidential Information at the time of disclosure was already generally known or in the public domain.

12.3 The Supplier is obliged to impose the same obligations as the obligations set out in Article 12.1 on any person to whom the Supplier discloses Confidential Information



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pursuant to Article 12.1. The Supplier guarantees that these persons do not and will not act in breach of the aforementioned confidentiality obligation.

Article 13. Intellectual property

13.1 To the extent in relation to any goods delivered and/or services rendered by the Supplier any intellectual property rights apply which the Supplier can prove already existed prior to the Agreement coming into effect and were held by the Supplier or developed independent from the performance of the Agreement, such intellectual property rights are held by the Supplier. With respect to such intellectual property rights, the Supplier grants QP a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use for any purpose related to QP's business or activities.

13.2 The Supplier warrants that the use (including any transfer) by QP of goods delivered or services rendered by the Supplier does not infringe any intellectual property rights or other rights of third parties.

13.3 The Supplier indemnifies and holds harmless QP from and against any and all third-party claims, and claims arising therefrom, as a result of or with regard to the use (including any transfer) by QP as referred to in Article 13.2.

13.4 All drawings, materials and other auxiliary materials, provided by QP to the Supplier, or produced or purchased by the Supplier at QP's expense, are owned by QP, can be immediately claimed by QP at all times, are managed and kept in good condition by the Supplier at its own risk and expense and are considered Confidential Information.

13.5 All intellectual property rights which arise in connection with or as a result of the Agreement will be exclusively held by QP from the time such rights are established. To the extent required, the Supplier hereby in advance unconditionally transfers said intellectual property rights to QP for no consideration, which transfer is accepted by QP.

Article 14. Liability

14.1 Any failure in the fulfilment of the Supplier's obligations under the Agreement gives QP the right to demand from the Supplier full or partial nullification of such failure and/or the consequences of such failure at the Supplier's risk and expense.

14.2 The Supplier shall be liable for any and all damages suffered by QP as a result of or in connection with any failure of the Supplier to fulfil its obligations under the Agreement and/or these general terms and conditions of purchase and/or as a result of or in connection with any act or omission on the part of the Supplier or its employees or third parties engaged by the Supplier in accordance with Article 19.

14.3 The Supplier indemnifies and holds harmless QP from and against any and all third-party claims, and claims arising therefrom, as a result of or in connection with any failure of the Supplier to fulfil its obligations under the Agreement and/or these general terms and conditions of purchase.

14.4 QP shall not be liable for any damage suffered by the Supplier, unless said damage is the result of intent or wilful recklessness on the part of QP.

Article 15. Force majeure

15.1 Force majeure means circumstances beyond a party's control in the sense of Section 6:75 of the Dutch Civil Code. In the event a party falls victim to force majeure, the fulfilment of its obligations under the Agreement is fully or partially suspended for the duration of the force majeure, without either party being required to compensate the other party for any damages suffered as a result thereof. In the event that a party's force majeure situation lasts longer than thirty (30) days, the other party shall have the right to terminate the Agreement with immediate effect and without judicial intervention by means of a registered letter, without such termination giving rise to any right to compensation.

15.2 Force majeure on the part of the Supplier in any event does not include: shortage of personnel, strikes, default by third parties engaged by the Supplier, breakdown of auxiliary materials, any Supplier's liquidity or solvency problems and government measures against the Supplier. The preceding list is not exhaustive.

Article 16. Liability insurance Supplier

16.1 The Supplier shall ensure that valid and adequate liability insurance is taken out. Said liability insurance must provide sufficient coverage to fully compensate QP for any and all damage it suffers as a result of any contractual or non-contractual liability of the Supplier.

16.2 In addition, in case of contracting work, the Supplier shall ensure that a valid and adequate Construction All Risk (CAR) insurance is taken out. The Supplier shall procure that QP as principal shall be added as additional insured in the CAR insurance policy.

16.3 At QP's first request, the Supplier shall provide QP with a copy of the policy/policies or an insurance certificate with respect to the insurances referred to in this article 16.

16.4 The insurance policies referred to in this article 16 and the applicable policy conditions shall not affect the Supplier's liability for any damage suffered by QP whatsoever.

Article 17. Termination

17.1 If the Supplier fails to fulfil its obligations under the Agreement, QP is entitled to suspend the performance of its obligations under the Agreement.

17.2 QP is at all times authorized to terminate the Agreement without any reason and without incurring any compensation obligation in this regard, subject to a three (3) calendar months' notice period.

17.3 QP is entitled to terminate the Agreement in whole or in part with immediate effect, without judicial intervention, without being required to compensate the Supplier for any damages suffered, in the event (i) the Supplier fails to fulfil one or more obligations under the Agreement and – unless fulfilment has become permanently or temporarily impossible – fails to fulfil said obligation(s) within 7 days after the date of a written notice of default issued by QP (except in the event the Supplier has exceeded an agreed term as referred to in Article 5.2, in which event no written notice of default on the part of QP will be required), (ii) the Supplier is being granted a suspension of payments or is declared bankrupt, or any application to that effect has been filed, (iii) the Supplier ceases its business activities, (iv) any permits required for the Supplier's business activities are revoked or the terms and conditions of any such permits are changed, as a result of which the Supplier can no longer continue its business activities in the manner agreed upon, or (v) the Supplier is otherwise no longer deemed able to meet its obligations under the Agreement.

17.4 Suspension or termination of the Agreement by QP does not affect QP's right to compensation from the Supplier for any damage(s) suffered by QP in connection therewith.

17.5 Provisions of the Agreement and these general terms and conditions of purchase which by their nature have the purpose of remaining in force following termination of the Agreement, shall remain in full force and effect following termination of the Agreement.

Article 18. Applicable laws and regulations, Dümme Codes

18.1 In the performance of the Agreement, the Supplier procures strict compliance with (i) all applicable laws and regulations, including but not limited to laws and regulations in the field of privacy / processing of personal data, quality, health, safety and environment, and (ii) the Dümme Codes, and Supplier guarantees such compliance by its employees and any third parties engaged.

18.2 The Supplier shall be liable towards QP for any and all damages suffered by QP as a result of or in connection with any acts of the Supplier in violation of Article 18.1.

18.3 The Supplier indemnifies and holds harmless QP from and against any and all third-party claims, and claims arising therefrom, as a result of or in connection with any acts of the Supplier in violation of Article 18.1.

Article 19. Third Parties

19.1 The Supplier shall not subcontract in whole or in part the performance of its obligations under the Agreement to third parties without the prior written consent of QP.

19.2 The Supplier shall be fully responsible for any third party engaged by it with the aforementioned consent of QP and will strictly comply with its obligations towards such third party.

19.3 The Supplier indemnifies and holds harmless QP from and against any and all third-party claims, and claims arising therefrom, as a result of or in connection with the Supplier's non-compliance with its obligations towards said third parties.

Article 20. Transfer

The Supplier shall not transfer all or part of its rights and obligations under the Agreement to third parties without QP's prior written consent.

Article 21. Invalidity of one or more provisions

21.1 The invalidity of one of the provisions of the Agreement does not affect the validity of the other provisions of the Agreement.

21.2 If and to the extent a provision of the Agreement is or would be invalid, or under the relevant circumstances would be unacceptable based on standards of reasonableness and fairness, between the parties a provision will apply which in terms of its objective corresponds to the original provision as much as possible and which is acceptable, taking into account all relevant circumstances.

Article 22. Governing law and jurisdiction

22.1 The legal relationship between QP and the Supplier is governed exclusively by Dutch law; applicability of the Vienna Sales Convention is excluded.

22.2 Any and all disputes between QP and the Supplier will be settled in first instance by the competent court in Amsterdam, the Netherlands.

Article 23. Final provisions

The Dutch text of these general terms and conditions of purchase is the only authentic text. In the event of any discrepancy between the Dutch text and any translation into a foreign language, the Dutch text prevails.