

Article 1. Definitions

In these General Purchasing Conditions, the terms below have the stated meaning:

- a. Teesing: the private limited company Teesing B.V., with its registered office at Verrijn Stuurtaan 40, 2288 EL Rijswijk, registered at the Chamber of Commerce under number 27045501;
- b. Supplier: the natural person or legal entity from whom or which Teesing purchases Products or that it instructs to perform Work;
- c. Offer Documents: all documents provided by the Supplier to Teesing for the purpose of the Agreement, such as images, descriptions, samples, designs/models or specifications;
- d. Agreement: the agreement concluded between Teesing and the Supplier for the delivery of Products and/or performance of Work in accordance with these Purchasing Conditions;
- e. Written/in Writing: by e-mail or post;
- f. Product(s): all products offered, to be delivered or already delivered by the Supplier under the Agreement;
- g. Work: activities to be performed by the Supplier in accordance with the Agreement or specifications provided by Teesing, including with regard to the installation, maintenance or customisation of Products;
- h. Resources: all information and information carriers that Teesing provides to the Supplier or that the Supplier manufactures for the performance of the Agreement, including but not limited to tools, raw materials, parts, components, semi-finished products, drawings, specifications, designs/models, moulds, stamps, samples, software, forms, templates, moulds/dies or gauges;
- i. Purchasing conditions: these general purchasing conditions of Teesing.

Article 2. Applicability

- 1. These Purchasing Conditions apply to all quotations or offers made by the Supplier to Teesing and Agreements concluded between the Supplier and Teesing.
- 2. Deviations from these Purchasing Conditions are applicable only if they have been agreed in Writing between the Supplier and Teesing. The Supplier cannot derive any rights for future Agreements from any deviations.
- 3. The applicability of any terms and conditions of the Supplier is expressly excluded.
- 4. Teesing is entitled to amend and/or supplement the Purchasing Conditions in the interim.
- 5. Although Teesing may not always require strict compliance with the Purchasing Conditions, this does not mean that the provisions do not apply or that Teesing loses its right to require strict compliance with the Purchasing Conditions in other cases.
- 6. If a provision of these Purchasing Conditions is void or declared void, the remaining provisions will remain in full force and effect. In addition, the void or voided provision will be replaced by a new provision, taking into account the aim and purpose of the void or voided provision as much as possible.
- 7. These Purchasing Conditions have been drawn up in both Dutch and English and filed with the Chamber of Commerce under number 27045501. If there is any contradiction or inconsistency between the Dutch and English texts of the Purchasing Conditions, the Dutch text will always prevail.

Article 3. Quotation and offers

- 1. If Teesing invites the Supplier to provide a quotation or offer, the Supplier may consider such invites only as a request to submit a quotation or offer and not as an Agreement.
- 2. All costs associated with drawing up a quotation or offer are payable by the Supplier.
- 3. A quotation or offer must contain at least this information:
 - a. technical and other specifications of the Products and/or a description of the Work;
 - b. the fee for the Products and/or Work;
 - c. the order number;
 - d. the delivery date;
 - e. the place of delivery; and
 - f. the applicability of these Purchasing Conditions.If the Supplier fails to refer to these Purchasing Conditions in a quotation or offer, this does not mean that these Purchasing Conditions do not apply.
- 4. A quotation or offer made by the Supplier is irrevocable.
- 5. The contents of all Offer Documents are binding. If Products delivered and/or Work performed do not correspond with the Offer Documents, the Products delivered and/or Work performed do not comply with the Agreement.

Article 4. Formation, content and amendment of the Agreement

- 1. The Agreement is concluded only when Teesing, stating the order number and a description of the order, places an order with the Supplier in Writing, using an order form or EDI (Electronic Data Interchange), and the Supplier confirms that order in Writing, within 48 hours of the date of the order, stating:
 - a. the order number;
 - b. the item number and/or a description of the Work;
 - c. the quantity; and
 - d. the position or line number as included in Teesing's order.
- 2. If the Supplier does not confirm the order in Writing within the period referred to in paragraph 1, Teesing reserves the right to cancel the order.
- 3. If the Supplier believes that the wording of the order form or EDI submitted by Teesing contains ambiguities, the Supplier must ask Teesing for clarification. If clarification is not requested, the Supplier cannot subsequently take the position that the order form or EDI contains ambiguities.
- 4. The content of the Agreement is represented by these Purchasing Conditions and the content of Teesing's order form or EDI that has been confirmed by the Supplier.
- 5. Teesing is bound by an Agreement only if it has been entered into by a person authorised to represent Teesing.
- 6. Teesing may always request the Supplier to amend the Agreement. If Teesing requests an amendment to the Agreement, these rules apply:
 - a. if Teesing cancels all or part of the Agreement, the Supplier may charge Teesing only for the demonstrable costs that the Supplier has incurred for the cancelled Agreement or cancelled part of the Agreement;
 - b. if Teesing wishes to supplement the Agreement, the Supplier must inform Teesing in Writing of the associated costs. Teesing must first give Written approval before the final supplementary Agreement is provided.
- 7. If there is no Written agreement from Teesing with regard to supplementing the Agreement, Teesing cannot be obliged to pay any additional costs to the Supplier.

Article 5. Supplier's obligations

1. The Supplier may not have certain deliveries of Products or Work performed by third parties, transfer all or part of the rights and obligations under the Agreement to third parties, or assign or pledge claims that the Supplier has against Teesing under the Agreement to third parties, unless Teesing has given its explicit Written consent for this purpose.
2. After the Agreement has been concluded, the Supplier must – immediately at Teesing’s request – submit a production schedule, including at least:
 - a. the design, purchase and/or production of components and/or basic materials;
 - b. manufacturing, including assembly;
 - c. tests and delivery dates;
 - d. a list of the persons responsible for performing the Agreement; and
 - e. other intermediate steps relevant to the production process.
 The production schedule must always be determined in accordance with the Agreement.
3. The Supplier must arrange for any necessary permits, exemptions, and decisions at their own expense and risk.
4. If the Supplier fails to comply with the obligations referred to in paragraphs 1 to 3 and this gives rise to additional costs or extra work for Teesing, or Teesing otherwise incurs damage as a result, the Supplier must compensate Teesing for those costs, extra work and damage.

Article 6. Delivery of Products

1. The agreed Products are delivered DDP (INCOTERMS 2010). This means that the Products are delivered when the Supplier makes them available to Teesing, at the address given by Teesing, and Teesing has taken receipt of the Products.
2. The Supplier must deliver the Products on the date and to the location specified in the Agreement. Delivery dates are therefore strict deadlines. Deliveries must be made on a working day (Monday to Friday) during Teesing’s normal working hours (Monday to Thursday between 7:30 a.m. and 5 p.m. and Friday between 7:30 a.m. and 4 p.m.).
3. As soon as the Supplier expects or may reasonably expect that the delivery will be late, they must inform Teesing in Writing, stating the reason for the delay. If the delivery is late – for whatever reason – the Supplier will be in default by operation of law, without Teesing having to give the Supplier a notice of default.
4. If the Supplier is in default for late delivery, they will be liable to pay Teesing a penalty equal to 2% of the total amount agreed for the Products. The Supplier must also compensate Teesing for all damage suffered.
5. If Teesing is unable to take delivery of the Products on the agreed delivery date, the Supplier must store the Products for a maximum period of 30 days at their expense and risk.
6. Unless expressly agreed otherwise in Writing, the Supplier may not deliver an order in parts.
7. The Supplier is mandatory to pack the Products to be delivered in a sound and proper manner, so they reach their destination in good condition. The Supplier must always observe the specifications and/or marks prescribed by Teesing.
8. Packaging materials must also be suitable for reuse or recycling and comply with international and national environmental and other laws and regulations. If the packaging materials cannot be reused or recycled, the Supplier must pay the processing costs. In that case, Teesing may also request the Supplier to take back their packaging materials at their own expense and risk. If the Supplier does not

- collect the packaging material from Teesing within 30 days, Teesing may return the packaging material at the Supplier’s expense.
9. If Teesing provides packaging material to the Supplier, the Supplier is mandatory to use it for the delivery of the Products to Teesing. If the Supplier fails to do so, they must return the packaging materials to Teesing still insured and at no cost.
 10. The Supplier must ensure that the Products are accompanied by the certificates ordered and a packing slip that at least states:
 - a. the order number;
 - b. a description of the Products and/or Work;
 - c. quantity (per line);
 - d. the order line (in the sequence as indicated on the order form or EDI); and
 - e. Teesing’s item code number.
 11. If the Supplier delivers more or less than the agreed quantity of Products – regardless of how small the difference is – Teesing may refuse all or part of the delivered Products.
 12. If the Supplier delivers more or less than the agreed quantity of Products and Teesing accepts the delivery, the invoice for the Products must be adjusted proportionally.

Article 7. Warranty and inspection of the Products/ Work

1. If the Products are put into use immediately after delivery, a warranty period of 24 months after delivery will apply.
2. If the Products are not put into use immediately after delivery, a warranty period of 24 months after they are put into use or 30 months after delivery, whichever is the earliest, will apply.
3. The Supplier must ensure and warrant that the Products delivered and/or Work performed:
 - a. are fully in accordance with the descriptions and specifications as stated in the Agreement and the Offer Documents;
 - b. are of good quality and suitable for the purpose that Teesing has explicitly or tacitly made known to the Supplier;
 - c. have the characteristics that have been promised by the Supplier or may be expected;
 - d. are free from design, execution and/or material defects;
 - e. have been delivered and/or performed with the aid of new materials and skilled personnel;
 - f. are accompanied by the necessary instructions and/or technical descriptions, including detailed instructions for storage, preventive maintenance, and all relevant certificates, declarations, attestations, assembly/mounting instructions, operating instructions, specifications, drawings, reports, tax data and other documents;
 - g. comply with all applicable laws and regulations;
 - h. do not infringe intellectual and industrial property rights; and
 - i. are transferred free and unencumbered in ownership to Teesing.
4. The Supplier also warrants that the Resources provided to Teesing do not infringe any intellectual property rights.
5. Minor deviations, including but not limited to quality, colour, etc., constitute a reason for Teesing to reject the Products delivered and/or the Work performed.
6. At Teesing’s request, the Supplier must allow Teesing to inspect the Products at the Supplier before delivery to check whether the Products comply with the warranties set out in paragraph 3.
7. After the delivery of the Products, the Supplier must offer Teesing a reasonable period – of at least 30 days – to inspect whether the Products delivered and/or Work performed comply with the

warranties set out in paragraph 3. Teesing must notify the Supplier of visible defects within this inspection period.

8. The Supplier must cooperate fully in any inspection of the Products and Work, which explicitly includes providing reasonable personnel and material assistance at the inspection, at no further cost to Teesing. At Teesing's request, the Supplier must make all test or inspection certificates or audit reports available to Teesing free of charge.
9. All costs for or in connection with inspections – apart from the costs of inspectors appointed by Teesing – are payable by the Supplier.
10. Teesing must report any hidden defects to the Supplier within 30 days of their discovery.
11. If Teesing discovers defects in the Products and/or Work within the warranty period, it will be entitled, at its discretion and within a reasonable period of at least 30 days, to the free repair and/or replacement of the defective Products and/or Work. The warranty period will start to run again from when the Products and/or Work have been repaired or replaced.
12. If the Supplier does not arrange the repair and/or replacement within the period specified in paragraph 11, Teesing may have a third party carry out the repairs or replacement. All associated costs – including inspection and packaging costs – will be payable by the Supplier.
13. If according to Teesing the Products are defective and the Supplier requests Teesing to return the Products, Teesing will return the Products at the Supplier's expense and risk.
14. The Supplier is liable for all damage that Teesing suffers because of the delivery of defective Products and/or Work. The Supplier also indemnifies Teesing against third-party claims relating to damage caused by the Supplier's defective Products or Work. The Supplier must take out and maintain adequate insurance for such damage. At Teesing's request, the Supplier must provide Teesing with the insurance policy schedule.
15. Teesing may transfer the warranty conditions specified in paragraphs 1 to 14 to its customers.

Article 8. Resources

1. If Teesing provides the Supplier with Resources or other information such as know-how to perform the Agreement, these Resources will remain Teesing's property at all times.
2. The Supplier bears the risk of loss or damage to the Resources when they are made available.
3. The Supplier may use the Resources solely for the purpose for which they are intended and to perform the Agreement.
4. The Supplier must look after the Resources with due care and diligence and keep them, or arrange for them to be kept, in good condition.
5. After the Agreement has been terminated – for whatever reason – the Supplier must return the Resources at their expense and risk to Teesing as soon as possible, and within no more than seven days.
6. The Supplier may not resell, pledge or encumber Teesing's Resources in any other way.
7. The Supplier always serves to do everything that can reasonably be expected of them to safeguard Teesing's property rights.
8. The Supplier gives Teesing unconditional and irrevocable advance consent, if Teesing wishes to exercise its property rights under this article, to enter all places where Teesing's property is located and to take back those Resources.
9. If the Supplier contravenes or fails to comply with the provisions of paragraphs 1 to 8, the Supplier will owe Teesing a non-recurring,

immediately due and payable penalty of €50,000 per contravention, plus €2,500 per contravention for each day (or part of a day) that such contravention continues. Teesing does not need to prove any damage or loss for this purpose. This applies notwithstanding Teesing's right to claim compensation.

Article 9. Suspension and termination of the Agreement

Besides its statutory powers to terminate and suspend, Teesing may terminate the Agreement and/or to suspend its performance with immediate effect if one of these events occurs:

- a. the Supplier fails to fulfil their obligations under the Agreement, or fails to fulfil these obligations in full or on time;
- b. Teesing has become aware of information after the Agreement is concluded that gives it good reason to fear that the Supplier will not fulfil their obligations;
- c. a petition to grant the Supplier a provisional or final moratorium on the payment of their debts has been filed;
- d. a petition to declare the Supplier bankrupt has been filed;
- e. the Supplier's assets have been seized;
- f. a resolution to dissolve and/or liquidate the Supplier has been adopted;
- g. the Supplier otherwise loses the power of disposal or legal capacity with regard to all or part of their assets.

The Supplier must inform Teesing immediately if an event as referred to in subparagraphs c to g occurs.

Article 10. Prices and payment

1. The prices specified in a quotation or offer exclude VAT and include all other levies and costs to be incurred under the Agreement, such as transport costs, packaging costs, excise duties and insurances.
2. The prices in the Supplier's price list are valid for at least one year, as calculated from the date on the price list. If the Supplier intends to change the prices after one year, they must notify Teesing in Writing of the price changes at least two months before the expiry of the one-year period. If the Supplier fails to do so, Teesing cannot be bound by price changes.
3. The Supplier must send Teesing a separate invoice for each order form or EDI.
4. The Supplier may invoice Teesing only for the agreed Products and/or Work when the agreed Products have been delivered and approved or the agreed Work has been performed and approved. However, payments made by Teesing never imply acceptance of the Products delivered or Work performed.
5. The Supplier's invoices must at least specify:
 - a. the amount of the agreed fee including any costs and VAT;
 - b. a description of the Products and/or Work;
 - c. the quantity of the Products delivered (per line) or a time specification of the Work performed;
 - d. the delivery date;
 - e. Teesing's purchase order number;
 - f. Teesing's order line (in the sequence as stated in the purchase order);
 - g. Teesing's item code number;
 - h. the country of origin of the Products;
 - i. the VAT number of the Supplier and of Teesing;
 - j. the statistical number of the Products delivered;
 - k. the Supplier's dispatch number.
6. If an invoice does not contain the information referred to in paragraph 5, Teesing may withhold payment of the invoice until a new invoice has been sent that does contain this information. Teesing must inform the Supplier within 30 days of receipt of an invoice if it does not meet the requirements set out in paragraph 5.

7. Teesing must pay invoices within 60 days of the invoice date. However, Teesing is also entitled – at its discretion – to pay invoices within 14 days of the invoice date, less a 1% discount on the invoiced amount.
 8. If Teesing has not paid in full within the 60-day payment term referred to in paragraph 7, the Supplier must give Teesing another opportunity to fulfil its payment obligation within 14 days (notice of default), before Teesing is in default.
 9. Objections to the amount of an invoice, the Products delivered and/or the Work performed will suspend Teesing's payment obligation.
 10. Teesing may set off all that the Supplier owes Teesing against the price owed to the Supplier.
4. The Supplier may allow persons within its organisation to work with Teesing's personal data only if they are contractually bound by a duty of confidentiality and have undertaken to comply with the applicable laws and regulations.
 5. The Supplier's obligations arising from this provision also apply to those who process personal data under the Supplier's authority. At Teesing's request, the Supplier must inform Teesing as soon as possible about any hired sub-processors. Teesing may object to the use of a sub-processor.
 6. The Supplier warrants they will adopt appropriate technical and organisational measures with regard to the protection of personal data against loss or any form of unlawful processing (such as unauthorised access to, interference with, alteration or disclosure of personal data). The Supplier is responsible for the security of personal data at such a level that is not unreasonable, in view of the state of the art, the sensitivity of the personal data, and the costs associated with the security measures.
 7. The Supplier may not process personal data in countries outside the European Union.
 8. If personal data are no longer necessary for the purpose agreed between the parties, the Supplier must immediately remove and destroy these data. In addition, and separately from this, the Supplier must, immediately at Teesing's request, remove or hand over all personal data to Teesing.
 9. If a security leak and/or a data breach occurs, the Supplier must inform Teesing of this immediately, within no more than 24 hours. At Teesing's request, the Supplier must cooperate in informing the relevant authorities and any parties involved.
 10. When a data subject sends a request about their personal data to the Supplier, the Supplier must forward the request to Teesing and inform the data subject accordingly.
 11. All personal data that the Supplier receives from Teesing and/or collects for the purpose of the Agreement are subject to a duty of confidentiality towards third parties.

Article 11. Transfer of ownership of Products

1. The Supplier transfers the ownership and risk of the Products to Teesing when Teesing takes receipt of the Products at the address provided by Teesing and Teesing accepts the Products. Teesing takes receipt of the Products once it has signed for receipt. However, this does not constitute Teesing's acceptance of the Products. Teesing will accept the Products only after it has inspected the Products in accordance with Article 7 (Warranty and inspection of the Products/Work).
2. If Teesing nevertheless makes payments to the Supplier before delivery of the Products or performance of the Work in exceptional cases, ownership of the Products will pass to Teesing when payment is made. In that case, the Supplier must categorise the Products by their unique features and store them separately for Teesing.

Article 12. Confidentiality

1. The Supplier must treat information obtained from and about Teesing as confidential. The Supplier may not make this information available to third parties.
2. If the duty of confidentiality as referred to in paragraph 1 is contravened, the Supplier will owe Teesing an immediately due and payable penalty of €50,000 for each contravention, without Teesing having to prove any loss or damage.

Article 13. Industrial and intellectual property rights

All industrial and intellectual property rights that arise at the Supplier during the term of the Agreement in relation to the order, vest in Teesing and are deemed to have been transferred to Teesing without the need for a further transfer and without the Supplier being entitled to any compensation for this purpose. The Supplier must inform Teesing at the earliest opportunity of all findings that could give rise to the above rights. The Supplier may not publish, reproduce, market, sell, rent out, deliver or otherwise trade in the results of their work personally nor offer them to someone else or have them registered.

Article 14. Processing of personal data

1. The Supplier processes personal data on Teesing's instructions. This processing will occur solely for the purpose of performing the Agreement, plus those purposes reasonably related to it or determined with Teesing's further consent.
2. Depending on the capacity in which Teesing processes personal data, the Supplier fulfils the role of Processor.
3. With regard to the processing referred to in paragraph 1, the Supplier must ensure compliance with the conditions set for processing of personal data under the General Data Protection Regulation (GDPR).

Article 15. Teesing's Supplier Code of Conduct

The Supplier confirms having read and agreed to the Supplier Code of Conduct for Teesing's suppliers and warrants compliance with it at all times. Teesing's Supplier Code of Conduct will be sent to the Supplier upon request.

Article 16. Force majeure

1. In these Purchasing Conditions, force majeure on the part of the Supplier never includes a shortage of personnel, strikes, a breach of contract by suppliers or third parties engaged, the failure of Resources and/or liquidity and solvency problems at the Supplier.
2. Teesing may suspend its payment and other obligations under the Agreement during the force majeure period. If this period lasts longer than 30 days, Teesing may terminate the Agreement, without being obliged to pay compensation.

Article 17. Applicable law and disputes

1. Dutch law applies to all legal relationships to which Teesing is a party.
2. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded from all legal relationships to which Teesing is a party.
3. The competent court in the judicial district of The Hague has exclusive jurisdiction to hear disputes, unless mandatory law prescribes otherwise.

4. The Parties must first try to resolve any dispute by agreement before approaching court.