

## **GENERAL PURCHASE TERMS AND CONDITIONS DEKMANTEL**

These are the general purchase terms and conditions of the private company with limited liability **DEKMANTEL BV** (hereinafter referred to as: 'DEKMANTEL') and they are applicable to any and all agreements that are concluded with DEKMANTEL in the context of a product (products) and/or service (services) to be purchased by or on behalf of DEKMANTEL.

### **Article 1 – General**

Where these terms and conditions refer to the following terms they are understood as follows:

<b>Agreement:</b>	an agreement between DEKMANTEL and the Contractor in the context of Products to be delivered and/or Services to be supplied to DEKMANTEL pursuant to the Contract to which these terms and conditions are applicable.
<b>Contract:</b>	each and every oral or written (also including by email) order of or on behalf of DEKMANTEL to the Contractor for the ordering or delivery of Products, supply or performance of Services and/or a combination of the same that must be qualified as an agreement and to which these General Purchase Terms and Conditions are applicable.
<b>Contractor:</b>	the undertaking or natural person who, acting in the course of a business or profession, concludes or aims to conclude, either directly or indirectly, an agreement for the provision of services with DEKMANTEL by submitting an offer regarding the delivery of Products and/or the supply or performance of Services or a combination of the same.
<b>Delivery:</b>	the actual availability of a Product and/or performance of a Service to DEKMANTEL.
<b>General Purchase Terms and Conditions:</b>	the present general purchase terms and conditions of DEKMANTEL that are applicable to each and every (legal) relationship between DEKMANTEL and the Contractor.
<b>DEKMANTEL:</b>	the private company with limited liability DEKMANTEL B.V., having its registered office and its place of business in (1017 CZ) Amsterdam at the Wagenstraat 5, and/or, as the occasion arises, an undertaking related to the same.
<b>Offer:</b>	each and every proposal of a Contractor to DEKMANTEL, aimed at the, in any way whatsoever, delivery of Products and/or the supply or performance of Services or a

	combination of the same by the Contractor to DEKMANTEL.
<b>Products:</b>	the goods and/or property rights to be delivered by the Contractor for the benefit of DEKMANTEL for consideration on the basis of the Contract.
<b>Request:</b>	each and every enquiry of DEKMANTEL with a Contractor for the submission of an Offer.
<b>Services:</b>	services that are performed by the Contractor on the basis of and as determined further in a Contract for the benefit of DEKMANTEL.
<b>Tools:</b>	any and all vehicles, machines, equipment, devices, utensils and materials and/or parts of the same that are used by the Contractor during the performance of the Contract.

## **Article 2 – Applicability of the General Purchase Terms and Conditions**

- 2.1 These General Purchase Terms and Conditions are applicable to any and all Offers, Requests, Contracts and Agreements and any and all thereto-pertaining negotiations and deliveries, irrespective of the manner that they were accomplished, in the course of which DEKMANTEL acts as the client, hirer and/or purchaser. By accepting a Request, submitting an Offer and/or concluding an Agreement the Contractor declares to agree with these General Purchase Terms and Conditions, expressly also with regard to later Contracts of and Offers to DEKMANTEL.
- 2.2 In case of a discrepancy specially written obligations shall prevail over these General Purchase Terms and Conditions.
- 2.3 The applicability of general terms and conditions, by any name whatsoever, of the Contractor is expressly rejected. Deviations from and/or additions to these General Purchase Terms and Conditions are only valid if and to the extent that they are expressly stipulated in writing by DEKMANTEL with the Contractor.
- 2.4 DEKMANTEL is always entitled to change these General Purchase Terms and Conditions, either in whole or in part, unilaterally. DEKMANTEL shall timely inform the Contractor of substantive changes of its General Purchase Terms and Conditions. In case of material amendments or if the Contractor is of the opinion that the amendments are contrary to reasonableness and fairness, then the Contractor must inform DEKMANTEL accordingly in writing (e-mail shall suffice) within 5 (five) working days after the written notification, failing which the Contractor is deemed to have agreed with the amendment(s) and to have irrevocably accepted the new General Purchase Terms and Conditions.
- 2.5 Invalidity or nullification of one or more provisions of these General Purchase Terms and Conditions shall not affect the other provisions of the General Purchase Terms and Conditions. As the occasion arises, DEKMANTEL shall replace the relevant provision(s) in consultation with

the Contractor by one or more provisions that best approach, in terms of content and scope, the invalid and/or nullified provision(s).

- 2.6 Obligations in the General Purchase Terms and Conditions that, due to their nature, are meant to also continue after completion of the Contract shall retain their effect after that. The said obligations do, in any case, include guarantees, indemnifications, liability, confidentiality, intellectual property and applicable law and choice of forum.

### **Article 3 – Requests, Offers and conclusion of the Contract**

- 3.1 Agreements with DEKMANTEL are always concluded in writing and Contracts are realised at the moment that they were signed and/or confirmed in writing by DEKMANTEL.
- 3.2 Agreements, Contracts, Offers, Requests, as well as oral arrangements and stipulations that are meant to be part of a Contract can only have binding effect on DEKMANTEL if they were signed or expressly confirmed in writing by (a) relevantly competent representative(s) of DEKMANTEL.
- 3.3 A Request of DEKMANTEL must be followed by an Offer of the Contractor. The said Offer is free of charge, unless stipulated otherwise in writing, and remains valid irrevocably for at least 30 (thirty) days after it has reached DEKMANTEL, barring a different relevant notification of DEKMANTEL. Requests and/or Offers do not result in enforceable obligations on the part of KABINET EVENT.
- 3.4 Negotiations about a yet to be accomplished Contract can be broken off by DEKMANTEL at any time. As the occasion arises, the Contractor cannot hold DEKMANTEL to continue the negotiations or to pay any compensation for potential costs or damages of the Contractor, irrespective of what the said damages would consist of or how the said damages arose.
- 3.5 If DEKMANTEL does not accept an Offer of the Contractor within 30 (thirty) days in writing then the said Contract expires, barring a different written notification of DEKMANTEL. DEKMANTEL is entitled to revoke a Contract within 14 (fourteen) days after acceptance of an Offer of the Contractor, in which instance an Agreement is not concluded by and between the parties.
- 3.6 Negotiations regarding an Agreement yet to be concluded may be terminated or postponed by DEKMANTEL at any time, without DEKMANTEL being obliged to continue negotiations or to pay any compensation for possible costs and/or damages incurred by the Contractor, regardless of the cause of that damage or the manner in which it arose.
- 3.7 DEKMANTEL does not accept any liability for potential inaccuracies or inconsistencies in the aforementioned notifications made by DEKMANTEL and/or third parties.

### **Article 4 – Obligations of the Contractor**

- 4.1 The Contractor must perform the activities that are related to the Contract diligently, autonomously and under its own responsibility and according to the provisions of the Contract.

The Contractor must comply with obligations that derive from the Contract in full and properly. On demand the Contractor must comply expeditiously and in full with potential comments and/or instructions of DEKMANTEL and report in writing in the interim about the progress. To the extent that the Contractor hires staff and/or other third parties for the performance of the Contract, the Contractor shall be responsible for compliance by the said persons with the above.

- 4.2 The Contractor shall immediately inform DEKMANTEL of any facts and circumstances, including data, information and documents that are relevant to the performance of the Agreement. The Contractor warrants and guarantees that the information provided is always complete and accurate and is communicated to DEKMANTEL in a timely manner.
- 4.3 The Contractor is held to dispose of any and all authorisations or exemptions, of any nature whatsoever, required for the performance of the Contract and, in so far these are required, as well as to dispose of a valid registration certificate with the industrial insurance board relevant to its activities and is independently responsible for obtaining the same, unless stipulated otherwise in writing. In addition, the Contractor must forthwith make any and all other data, information and documents requested by DEKMANTEL that may be relevant to the preparation and performance of the Contract available to DEKMANTEL in a complete and correct manner. If so required, the Contractor must forthwith provide DEKMANTEL insight into the aforementioned information and documents and/or make a copy available of the same.
- 4.4 Prior to the performance of the Contract the Contractor must ascertain itself of the circumstances at the premises and in the buildings and the area(s) where the activities must be performed as also of the rules and regulations applicable there, inter alia regarding working conditions, health and safety and the environment, and to act accordingly during the performance of the Contract. If circumstances arise that may affect the performance of the Contract, the Parties shall, in proper and reasonable consultation, make additional agreements about the costs and/or other damage arising from this, including in connection with any delays in the performance of the Contract caused thereby. These additional arrangements shall then be laid down in writing (e-mail is sufficient).
- 4.5 The Contractor provides for the disposal and clearing of waste and packaging materials after completion of the activities, unless expressly stipulated otherwise in writing. In addition, the parking of vehicles that are required for the performance of the activities pursuant to the Contract takes place at the risk and expense of the Contractor, unless expressly stipulated otherwise in writing.
- 4.6 During the performance of the activities deriving from the Contract the Contractor is, or third parties hired by the same are, without prior written consent of DEKMANTEL not allowed to utilise (eye-catching) advertising.
- 4.7 During the performance of activities deriving from the Contract the Contractor is always held to keep a competent contact person available at the location where the activities are performed, who is available to DEKMANTEL and who is only replaced after prior consultation with DEKMANTEL.

- 4.8 If the Contractor does not comply with an obligation as described above, or not properly and/or not in a timely manner, then the Contractor is, without any further notice of default by DEKMANTEL, in default and DEKMANTEL shall be entitled – at its sole discretion – to dissolve the Contract with immediate effect out of court and/or to terminate it, or to suspend its obligations under the Contract and/or to set off any claims it may have, without prejudice to DEKMANTEL's right to full compensation and without being required to pay any compensation.
- 4.9 Without prior written consent of DEKMANTEL, the Contractor is not allowed to assign, transfer and/or grant, either in whole or in part, the rights and/or obligations deriving from the Contract to third parties. In the event that DEKMANTEL does give the said consent then it can impose further conditions on the same and it shall not release the Contractor from its obligations pursuant to the Contract.

## **Article 5 – Changes of the Contract**

- 5.1 DEKMANTEL is at all times entitled to change, by means of a written notification (e-mail is sufficient), the Contract, the scope and/or the quality of the Products and/or Services to be delivered. In the event of such a change, a reasonable period for delivery or performance will always be observed, taking into account the specific circumstances of the case, whereby it may be that changes must be made at short notice. In the event of such a case, the parties shall make additional agreements on any (additional) costs in proper and reasonable consultation. These additional agreements will then be recorded in writing (e-mail will suffice).
- 5.2 DEKMANTEL is entitled to transfer its rights and obligations that it can enforce vis-à-vis the Contractor, either in whole or in part, to third parties.
- 5.3 If the Contractor wants to, at any time, change the Contract, either in whole or in part, then it should submit a relevant written request to DEKMANTEL. The Contractor can only make and/or implement changes in the scope, the composition and/or the capacity of the Products to be delivered and/or the Services to be supplied after written consent of DEKMANTEL. The changes only become part of the Contract after written consent of DEKMANTEL. DEKMANTEL is always entitled to, without thus being in default, reject this kind of request at its sole discretion or accept it – whether or not on the basis of an adjusted price.
- 5.4 If changes affect the originally stipulated price and/or the time of delivery or supply of the relevant Product and/or the relevant Service then the Contractor must always inform DEKMANTEL prior to the implementation of the change of the consequences for the Contract and the thereto-pertaining costs. If the said consequences are, in the opinion of DEKMANTEL, unreasonable compared to the nature and scope of the required change then DEKMANTEL shall be entitled to rescind the agreement for the provision of services either in whole or in part in writing, without judicial intervention and without being held to pay compensation for any form of damages incurred by the Contractor and/or by third parties already hired by the Contractor.

## **Article 6 – Prices**

- 6.1 Unless expressly stipulated otherwise in writing, prices in the Contract are in euros, exclusive of VAT (unless expressly indicated otherwise), based on the delivery condition(s) at the stipulated location of delivery and comprise any and all costs in connection with compliance with the obligations of the Contractor pursuant to the Contract, including but not limited to transport charges, delivery costs, insurances, taxes, import duties and packaging.
- 6.2 The stipulated prices are fixed and can only be adjusted if the Contract renders this necessary and the Agreement makes this possible and determines the manner that the adjustment then takes place. Changes in the price cannot take place without prior consent of DEKMANTEL in writing (email will suffice).
- 6.3 A fixed price is charged for the performance of Services, unless expressly stipulated otherwise in writing. Contract extras are exclusively charged if a prior, written provision was provided for this in the Contract or if DEKMANTEL gave prior written (email will suffice) consent to the contract extras in accordance with articles 5.3 and 5.4.

## **Article 7 – Guarantees and indemnifications**

- 7.1 The Contractor guarantees that the Products to be delivered, including the potential installation or assembly of the same, and/or the Services to be supplied or performed comply in full with the Contract, are free from defects, dispose of any and all characteristics that were promised and are completely suitable for the purpose for which they are meant. In this respect the Contractor also guarantees that the Products to be delivered are ready for use and ensures that, inter alia, any and all parts, auxiliary materials, utensils, tools, spare parts, technical documentation, certificates, user instructions and instruction booklets for the realisation of the use intended by DEKMANTEL are also delivered, also if they are not specifically mentioned.
- 7.2 The Contractor guarantees with regard to the delivered Products and potential thereto-pertaining materials and Tools and/or with regard to the supplied or performed Services and potential members of staff and/or (other) third parties hired for the performance of the Contract to comply with any and all (semi-)statutory rules, including but not limited to the working conditions legislation and export legislation and regulations, regulations of the Netherlands Food and Consumer Product Safety Authority (and, inter alia, the HACCP standards), any and all contributions regarding national and employee insurance schemes and any and all taxes, in particular the payroll and turnover taxes, and other official rules as well as any and all safety, quality and environmental standards reasonably imposed and used within the industry or shall comply with the same within the relevantly applicable (statutory) payment term(s), as well as the applicable privacy legislation and regulations (including the General Data Protection Regulation; GDPR) in connection with the processing of personal data within the framework of the execution of the Contract and/or Agreement.
- 7.3 The Contractor indemnifies DEKMANTEL against any and all claims of third parties (including

employees and/or clients of DEKMANTEL) for recovery of damages that derive from or are related to the failing, incomplete and/or late compliance with the said rules and against any and all officially imposed penalties in connection therewith. In addition, the Contractor indemnifies DEKMANTEL against any and all claims of third parties against recovery for damages as a result of shortcomings in the delivered Products and/or the supplied Services, including defective safety of the same, as also against recovery for damages as a result of an act of the Contractor or by members of staff and/or (other) third parties (including potential sub-contractors) hired by the same for compliance with the Contract.

- 7.4 The Contractor guarantees to exclusively dispose of any and all rights that are assigned, granted and/or transferred to DEKMANTEL by the Contractor pursuant to the Contract and to be authorised to enter into the Contract. The Contractor also guarantees that the delivered Products and/or the supplied Services are unencumbered and free from attachments and that they do not infringe an intellectual or industrial property right of third parties or are otherwise unlawful. The Contractor indemnifies DEKMANTEL against any and all claims of third parties in connection therewith, including legal fees.
- 7.5 If delivered Products and/or supplied Services do not appear to comply with the provisions set forth in this article then DEKMANTEL shall also be entitled to terminate the Contract, either partly or in whole, with immediate effect (out of court) and/or to cancel it in accordance with the provisions of article 16, unless it opts for remedy or replacement of the Products and/or Services, in which instance the Contractor must, on demand of DEKMANTEL and at the discretion of the latter, repair or replace the Products and/or the Services as soon as possible at its own risk and expense, all without prejudice to DEKMANTEL's right to suspension, settlement and compensation for damages of any kind, including legal fees.

## **Article 8 – Acceptance, remedy or replacement**

- 8.1 At the start of the activities and upon arrival at the location, premises and/or in the buildings where the activities shall be performed, the Contractor must forthwith report to the thereto-designated representative and/or employee of DEKMANTEL in connection with the inspection and acceptance of the stipulated Products and/or Services to be delivered and/or supplied.
- 8.2 The agreed Products and/or Services to be delivered shall only be deemed accepted after the Contractor has notified DEKMANTEL in writing of their completion and DEKMANTEL has approved the performance in writing.
- 8.3 If DEKMANTEL rejects all or part of the Products and/or Services delivered by the Contractor and indicates to require remedy or replacement of Products and/or Services that do not appear to comply with the Contract then the Contractor is held to provide for remedy or replacement of the delivered Products and/or the supplied Services within a reasonable time limit to be specified by DEKMANTEL and at a location to be designated by DEKMANTEL, in accordance with the relevant instructions of DEKMANTEL. DEKMANTEL shall be entitled to personally, however

at the risk and expense of the Contractor, perform (have performed) the remedy or replacement or to immediately terminate the Contract in accordance with the provisions set forth in article 16, without prejudice to the right of DEKMANTEL to claim compensation for damages, of any nature whatsoever, including legal fees.

## **Article 9 – Liability**

- 9.1 The Contractor shall be liable for any and all damages of DEKMANTEL as a result of an imputable and non-imputable failure to comply with the Contract by the Contractor and/or any act or omission in connection with the performance of the Contract that falls under the responsibility of the Contractor, also including acts or omissions of members of staff and/or third parties hired by the Contractor.
- 9.2 DEKMANTEL shall not be liable for any damages whatsoever, either directly or indirectly, incurred by or in connection with the performance of the Contract or as a result of any failure on the part of DEKMANTEL to comply with its obligations pursuant to the Contract, unless the said damages can be attributed to intent or gross negligence of DEKMANTEL.
- 9.3 Should DEKMANTEL, without prejudice to the above, nonetheless be liable vis-à-vis the Contractor for any damages incurred by the Contractor then the said liability shall always be limited to direct damages (never indirect damages) and to the amount that DEKMANTEL has to pay to the Contractor for the damaging act pursuant to the Contract or, should this amount be higher than the amount actually paid out pursuant to the statutory liability insurance of DEKMANTEL, up to the said insured amount.
- 9.4 Contractor declares that it is properly and adequately insured and will continue to be properly and adequately insured for the performance of the Contract against professional liability and other statutory liabilities that may apply. Upon first request of DEKMANTEL the Contractor shall provide DEKMANTEL with a copy of its relevant insurance policy.
- 9.5 Unless the Parties expressly agree otherwise in writing, DEKMANTEL shall not be liable for theft, damage and loss of Products and/or Services supplied by or on behalf of the Contractor, and/or Tools used by or on behalf of the Contractor in the execution of the Contract, except in the event of wilful misconduct or gross negligence on the part of DEKMANTEL. The Contractor shall indemnify DEKMANTEL against all third party claims in this respect.
- 9.6 The provisions set forth in this article are also applicable for the benefit of the (legal) persons relied on by DEKMANTEL during the performance of the Contract.

## **Article 10 – Reservation of title (retention) and intellectual property**

- 10.1 Unless expressly stipulated otherwise in writing, DEKMANTEL expressly reserves any and all of its intellectual and/or industrial property rights and/or exploitation rights otherwise, or of its licensors, in an exclusive and undivided manner, including but not limited to copyrights,



trademark rights, trade name rights, neighbouring rights, model rights (either registered or unregistered), patent rights, sui generis database rights, et cetera, with regard to works, distinguishing marks, creations and objects otherwise, developed by or under the authority of DEKMANTEL, including – but not limited to – proposals, offers, formats, concepts, drawings, visualisations, logos, outlines, designs as well as data and/or software and the website(s), the names, artwork, branding and/or logos of DEKMANTEL made available to the Contractor. The Contractor is not allowed to make these creations available to the public, distribute them or have them distributed and/or reproduce them or have them used in any other way without the prior written consent of DEKMANTEL.

- 10.2 DEKMANTEL is the rightful beneficiary in respect of objects delivered or to be delivered by the same that the Contractor uses during the performance of the Contract, and expressly reserves the title in respect of the same.
- 10.3 The Contractor is not allowed to use (have used) the aforementioned objects and/or rights for purposes other than the performance of the Contract.
- 10.4 Any and all intellectual and industrial property rights and/or exploitation rights otherwise, of any nature whatsoever, with regard to (parts of) objects, creations, distinctive marks and/or goods, of any nature and in any form whatsoever, e.g. (musical) works, video and/or audio recordings, formats, concepts, products, (trade) names, logos, corporate identity, (web) design, (stage) design, outlines, software, programs, (computer) systems and databases, including (exclusive) rights to use domain names and social media accounts, that are realised during the performance of the Contract by or on account of the engagement of the Contractor and that are not by law already vested in DEKMANTEL, are, contractually and as undivided ownership, vested in DEKMANTEL. If and to the extent that this is legally required the Contractor hereby already assigns, transfers, as the occasion arises, any and all intellectual and industrial property rights and/or exploitation rights otherwise in respect of the said creations to DEKMANTEL in full and without any proviso, without encumbrances and as undivided ownership, which assignment and transfer is hereby accepted by DEKMANTEL. The said assignment and transfer is irrevocable, applies worldwide and for the duration of the relevant rights and also regards any and all underlying documentation, information, concepts, reports, offers / proposals, materials and sketches. The transfer of the intellectual and industrial property rights and (exclusive) rights to use otherwise related to the creations and underlying information by or on behalf of the Contractor takes place without requiring any consideration and extends to unlimited exploitation by means of any forms of exploitation and use (including digital), presently known or possible or possible in the future. The Agreement and these General Purchase Terms and Conditions are qualified as a relevant deed for the same. The consideration for the realisation and potential assignment and transfer of these kinds of rights is deemed to have been included in the stipulated fee.
- 10.5 If and to the extent that the assignment and transfer as intended in article 10.4 would not be legally valid or not completely then the Contractor shall, on demand of DEKMANTEL, lend cooperation free of charge and perform any and all relevantly required acts in order to yet

assignment and transfer the said rights (in writing) by (additional) deed.

- 10.6 If the Contractor can enforce any intellectual and/or industrial property right and/or exploitation rights otherwise in respect of its Products and/or Services then it is deemed to in respect thereof, through the acceptance of the Contract, fully and unconditionally have granted an irrevocable, complete, all-encompassing and unlimited exclusive right to use the same to DEKMANTEL with which DEKMANTEL is entitled to exploit (have exploited), disclose (have disclosed) and/or reproduce (have reproduced) the Products and/or Services and any and all thereto-pertaining goods worldwide in any manner and in any form whatsoever, which is known at present or in the future, the latter exclusively at the discretion of DEKMANTEL, and the Contractor shall (can) no longer rely on potential personality rights. The fee for this right to use is included in the price stipulated by and between the Contractor and DEKMANTEL in the Contract and shall thus be deemed fair and reasonable remuneration for granting such rights.
- 10.7 The Contractor indemnifies DEKMANTEL, its legal successors and potential licensees in full against an (imminent) infringement of intellectual and/or industrial property rights and/or exploitation rights otherwise of third parties, of any nature whatsoever, e.g. portrait and image rights, rights to persona and rights in connection with the privacy of persons and the processing of personal data, during the performance of the Contract and the further exploitation of the creations and underlying information as intended in this article.

## **Article 11 – Invoicing and payment**

- 11.1 Payment by DEKMANTEL pursuant to the Contract only takes place if the Contractor complied fully with its obligations pursuant to the Contract, the latter at the discretion of DEKMANTEL. As the occasion arises the Contractor must send, barring a different written arrangement, an invoice for the stipulated amount to the address specified by DEKMANTEL and for the attention of the contact person designated by DEKMANTEL. Unless the parties stipulate otherwise in writing, upon payment of the invoice DEKMANTEL applies a payment term of 60 days after receipt of the invoice. The invoice of the Contractor must always include a description of the Contract and the relevant event to which the invoice is related as well as the project number indicated by DEKMANTEL and the project name indicated by DEKMANTEL.
- 11.2 If the Contractor did not comply with the obligations pursuant to the Contract in a timely manner or not completely or not in the stipulated manner then the Contractor shall, after DEKMANTEL has pointed the Contractor to this, without a further notice of default, be in default and the Contractor shall be liable to pay the statutory interest rate on the stipulated amount in respect of the time that the default continues. As the occasion arises, DEKMANTEL shall (be able to) take judicial steps in order to accomplish compliance with the Contract in the course of which any and all judicial and extrajudicial costs incurred by DEKMANTEL in connection therewith shall be at the expense of the Contractor.
- 11.3 DEKMANTEL is entitled to suspend the payment (either in whole or in part) if it observes a failure to comply with one of the obligations by the Contractor. DEKMANTEL is always entitled

to deduct and/or settle outstanding invoices of the Contractor from and/or with claims of DEKMANTEL (or its related undertakings) vis-à-vis the Contractor and/or undertakings related to the Contractor.

- 11.4 If DEKMANTEL does not provide for payment in a timely manner or is liable for damages in accordance with Article 9, then it shall only be liable to pay – in deviation of the statutory rate - a maximum interest of 1,5% per month and after a written notice of default from the Contractor. Any collection costs will be borne by the Contractor until such time as the reasonable payment term set in the notice of default has expired and DEKMANTEL is still in default.

## **Article 12 – Cancellation and force majeure**

- 12.1 In the event that it appears at any time to DEKMANTEL that the Contract cannot be fulfilled (any further), either partly or in whole including in the event of breach of trust, force majeure, changed and/or unforeseen circumstances and/or cancellation and/or suspension, either partly or in whole, of the event in question for which the Contract was awarded, DEKMANTEL will have the right to modify the Contract given to the Contractor in whole or in part, or to dissolve the Contract and/or cancel it in whole or in part (out of court), or to suspend the fulfilment of its obligations towards the Contractor for a period to be determined in all reasonableness by DEKMANTEL. In such a case, parties will determine in reasonable and proper consultation how to handle this situation, taking into account each party's interests and any (additional) costs.
- 12.2 Force majeure as referred to in the law shall include amongst others: strikes, fire, extreme (inclement) weather conditions, epidemics, pandemics, (threat of) terrorism, war, riots, cyber attacks, and governmental measures (including sanctions), disruption of the currency relations existing at the time of entering into the Agreement and/or Order, business interruptions due to fire, accident or other occurrences, cyber attacks, or threat of these and similar circumstances, all this regardless of where the obligation that was not (timely) fulfilled should have taken place.
- 12.3 Notwithstanding the provisions set forth in articles 12.1 and 12.2 DEKMANTEL is at any rate and always entitled to terminate the Agreement and/or the Contract (early) either in whole or in part (out of court) in the event that the organisation, preparation or assembly of (part of) its event is endangered due to an event of force majeure and/or unforeseen circumstances. In the event of termination and/or suspension as referred to here, DEKMANTEL will only be required to compensate the costs reasonably incurred by the Contractor up to the time of termination and/or suspension. If the Agreement and/or Contract require prior (written) approval from DEKMANTEL to incur these costs, only these costs approved by DEKMANTEL will be eligible for compensation. Any amounts already paid by DEKMANTEL will be reimbursed by the Contractor by return of post insofar as these amounts do not compensate for the aforementioned costs. Where appropriate, the Parties shall consult with each other in good faith about the financial settlement of the cancellation and shall cooperate reasonably with each other in all formalities in that regard and may agree otherwise in writing, such alternative arrangements to be laid

down in the Contract and/or an addendum to the Contract.

### **Article 13 – Staff and inspection**

- 13.1 Members of staff and/or third parties who are hired by the Contractor for the performance of the Contract must comply with the requirements of professional competence and expertise that are common and/or mandatory for the activities to be performed and/or requirements imposed or further to be imposed by DEKMANTEL and must dispose of any and all required authorisations, diplomas and/or certificates.
- 13.2 On demand of (an employee of) DEKMANTEL the members of staff and/or other third parties hired by the Contractor as intended in the previous paragraph must always (be able to) provide proof of their identity and (be able to) present any and all authorisations, dispensations, certificates and/or diplomas required for the activities to be performed by them. If the members of staff and/or third parties do, at the discretion of DEKMANTEL, not comply with the imposed requirements and/or do not dispose of the required diplomas and/or certificates and/or proofs then DEKMANTEL shall be entitled to order the relevant persons to discontinue the activities immediately and/or to leave the location and/or the event immediately. As the occasion arises the Contractor must provide for immediate replacement of the relevant members of staff and/or third parties at its own risk and expense.
- 13.3 DEKMANTEL is entitled to inspect and check any and all Tools to be used by the Contractor during the performance of the Contract.

### **Article 14 – Delivery**

- 14.1 Delivery times for the delivery of Products and/or Services stated or agreed in the Contract or otherwise are always strict deadlines, unless explicitly agreed otherwise in writing. If these are exceeded, Contractor shall be in default by operation of law.
- 14.2 The Contractor must forthwith report imminent overstepping of delivery periods to DEKMANTEL in writing. This does not affect the potential consequences of the said overstepping pursuant to these General Purchase Terms and Conditions, the Contract and/or statutory provisions.
- 14.3 The delivery of Products takes place at the stipulated location and the stipulated time, or within the stipulated period. The said Products must be accompanied by a packing list on which the project number of DEKMANTEL is mentioned as well as the product number(s), quantity (quantities) and description(s). Upon delivery a separate packing list must always be used by the Contractor per order.

### **Article 15 – Confidentiality**

- 15.1 The Contractor is held to handle any and all confidential information that originates from DEKMANTEL that came or was brought to its knowledge in any way whatsoever strictly

confidentially and secret and not to disclose (have disclosed) anything in connection therewith without prior written consent of DEKMANTEL. The Contractor guarantees to also impose the said confidentiality obligation on its members of staff and/or other third parties hired by or for the benefit of the Contractor for the performance of the Contract.

- 15.2 If the Contractor and/or its members of staff and/or other third parties hired by the same act in violation of this confidentiality obligation then the Contractor forfeits, without further notice of default, an immediately payable penalty, which is not subject to judicial moderation, of €1,000.00 (in words: one thousand euros) per day that the violation continues, in the course of which a part of a day is qualified as a full day, unless stipulated otherwise in writing and without prejudice to its right to full compensation and other rights.

## **Article 16 – Termination**

- 16.1 DEKMANTEL is entitled to fully or partially (out of court) terminate the Agreement in writing with immediate effect and without further notice, without being liable for any compensation and without prejudice to its right to claim damages and other rights, in the following cases:
- a. If the Contractor did not comply with an obligation deriving from the Contract or these General Purchase Terms and Conditions and, barring in instances where by operation of law or according to the relevant provision in these General Purchase Terms and Conditions default arises, after having been pointed to the same by DEKMANTEL in writing, and does not yet comply properly with the said obligations within a reasonable period if and insofar the non-compliance is capable for remedy;
  - b. In case of an Agreement longer than one (1) year, after one (1) year if DEKMANTEL after evaluation concludes at its sole discretion that continuation of the Agreement is not acceptable, subject to one (1) month's prior notice;
  - c. if, at DEKMANTEL's sole discretion, the Contractor fails to meet the reasonable expectations that DEKMANTEL may have of the Contractor under the Agreement, subject to a notice period of one month;
  - d. a winding-up application was filed in respect of the Contractor or the Contractor is declared to be insolvent;
  - e. suspension of payment was applied for in respect of the Contractor or the Contractor was granted (provisional) suspension of payment;
  - f. the Contractor initiated a process regarding liquidation of its business;
  - g. a change occurs in the control over the business of the Contractor, also including a change in the share ownership where a third party acquires a considerable interest of at least 5% in the business of the Contractor or relinquishes the same; and/or
  - h. an attachment is imposed on a considerable part of the assets of the Contractor.

- 16.2 Barring termination of the Agreement on the basis of the first paragraph of this article, the Contractor remains held to, after termination and/or rescinding, perform the pending activities in conformity with the arrangements and termination as intended in this article does not affect the rights pursuant to article 10 of these General Purchase Terms and Conditions, all without prejudice to the right of DEKMANTEL to accomplish complete termination.
- 16.3 If the Agreement between DEKMANTEL and the Contractor is qualified as a continuing performance agreement for an indefinite period of time, then DEKMANTEL is always entitled to terminate the Agreement, either in whole or in part, in writing in the course of which a notice period of at most one month is observed and is deemed to be reasonable by the parties. As the occasion arises the Contractor is not entitled to any compensation or continuation of the relationship.

#### **Article 17 – Other provisions**

- 17.1 The invalidity of a provision of these General Purchase Terms and Conditions does not affect the validity of the other provisions of these General Purchase Terms and Conditions.
- 17.2 The laws of the Netherlands are exclusively applicable to any and all legal relationships between DEKMANTEL and the Contractor, including the Contract.
- 17.3 The parties expressly exclude the applicability of the Vienna Sales Convention.
- 17.4 Any and all disputes deriving from the Contract and/or these General Purchase Terms and Conditions shall exclusively be brought to the cognisance of the competent court in Amsterdam, the Netherlands.

As drawn up in Amsterdam, January 2026.