

GENERAL PURCHASE CONDITIONS CLIMATE & CONTROLS BENELUX B.V.

ARTICLE 1: DEFINITIONS

GPC: these general purchase conditions.

Client: Climate & Controls Benelux B.V. with its registered office at Papendorpseweg 83, Utrecht, Netherlands, and COC number: 28023950 and with an establishment at Alfons Gossetlaan 28 PO Box A, 1702 Dilbeek, Belgium, KBO VAT BE0844.775.176 and/or CIAT BELGIUM NV, with its registered office at Alfons Gossetlaan 28A, 1702 Dilbeek, KBO VAT BE0421.420.557 and with a branch, Climate & Controls Benelux B.V., Luxemburg Branch, at 2 Route de Remich, Mondorf-les-Bains, Luxemburg, B 228.612 (hereinafter referred to as "C&C") Climate & Controls is a group entity of Carrier Global Corporation ("Carrier").

Supplier: any legal person and/or natural person with whom Client makes written agreements.

Agreement: the written agreements between Client and Contractor.

Performance: the goods, services and/or work to be provided under agreement.

Delivery: the moment of delivery of the Performance.

Client PD: involves all types of information or data belonging to the Client, which relates to an identified or identifiable natural person; which is subject to laws and regulations concerning the protection of Personal data and which is supplied to the Client and or its agents, representatives or sub-contractors when the Agreement is being carried out.

Legislation concerning the protection of Personal data is defined as applicable national, federal, regional and provisional laws concerning data privacy, the protection of personal information or data and the cross-border transfer of personal information or data, including but not restricted to, laws and guidelines of member countries of the European Union which are assumed to replace the GDPR, as well as the laws and guidelines of the United States, including the California Consumer Protection Act (CCPA).

ARTICLE 2: APPLICABILITY

- 2.1. These GPC apply to all Agreements for the delivery of Performance by Contractor to Client, as well as to all offers by Contractor and all requests for quotations and assignments from Client.
- 2.2. Contractor's general terms and conditions of sale, under whatever name, shall not apply.

ARTICLE 3: CONCLUSION OF THE AGREEMENT

- 3.1. Offers by Contractor shall be deemed irrevocable and valid for at least 30 days, unless the offer expressly states in writing that the offer is free of obligation. All costs involved in drawing up an offer shall be borne by Contractor.
- 3.2. Orders shall only be binding on Client if they are given in writing by Client and confirmed in writing by Contractor within fourteen (14) days of the date of the order. Contractor agrees to these GPC by means the order confirmation. If Contractor performs a Performance or prepares for such before receiving the written order, it shall do so at its own risk and expense.
- 3.3. If Contractor does not confirm the order within the set period, Client reserves the right to withdraw the order. If Contractor confirms the order with notes or other changes, these changes shall be considered non-existent unless expressly approved in writing by Client.

ARTICLE 4: PERFORMANCE OF THE AGREEMENT

- 4.1. The performance of the Agreement shall take place in the manner and time stated in the Agreement. The periods of time are always binding and Contractor shall be in default if they are exceeded. In case of exceeding a period of time and lack of remedy within 8 days after notice of default, Contractor shall owe an immediately payable penalty equal to 10% of the order value and Client shall be entitled to terminate the Agreement, without prejudice to all other rights of Client, such as obtaining full compensation for all damage suffered.
- 4.2. Contractor shall perform the Agreement with the correct materials and using sufficient and qualified personnel and/or third

parties. Contractor shall at all times be responsible for these resources, personnel and/or third parties.

- 4.3. Without the prior written consent of Client, Contractor shall not transfer the Agreement or any part thereof to a third party or outsource the performance thereof. Such consent shall not release Contractor from its obligations and shall not affect Contractor's liability for the actions of the parties involved by it in the performance of the Agreement.
- 4.4. Delivery of more or less than the ordered quantity or partial delivery is not possible, unless expressly agreed otherwise in writing.
- 4.5. Delivery shall also include delivery of all associated tools and documentation such as but not limited to drawings, quality, inspection and guarantee certificates, instruction books and manuals.
- 4.6. Goods shall be delivered carriage paid to the agreed address, unless expressly agreed otherwise in writing.
- 4.7. Delivery shall be completed at the time Client has approved the Performance.
- 4.8. Contractor is an independent party and can never be considered as an employee or agent of Client.

ARTICLE 5: INSPECTION

- 5.1. Client reserves the right to reject the Performance within a period of thirty (30) days after Delivery, if the Performance is not in accordance with the agreement. After rejection of the Performance, Client shall store the rejected Performance for risk and expense of Contractor.
- 5.2. Approval by Client of the Performance shall not release Contractor from its liability for any visible or invisible shortcomings in the Performance not found by Client during the inspection. Inspection shall not release Contractor from any other obligations such as but not limited to its obligations under article 9.
- 5.3. If after consultation with Contractor or on the basis of the circumstances it can reasonably be assumed that Contractor cannot or shall not arrange replacement or repair of the defective Performance, or cannot do so in time or properly, Client shall be entitled to terminate the Agreement with Contractor with immediate effect, without prejudice to the other rights of Client, including the right to compensation.

ARTICLE 6: PACKAGING AND TRANSPORT

- 6.1. The goods shall be packed in such a way that, in case of normal transport, they reach their destination in a good condition and can be unloaded and stored with the usual means of transport. Contractor accepts liability for any damage caused by inadequate packaging. If loan packaging is used and packaging material is charged, this shall be stated separately on the consignment note and the invoice. Loan packaging shall be clearly marked as such by Contractor. Return of the loan packaging shall take place at the risk and expense of Contractor to a destination to be specified by Contractor.
- 6.2. Each shipment shall be accompanied by a packing list, stating the order number and, if applicable, the article code number of Client, as well as a description of the goods and the number of goods sent.
- 6.3. Contractor shall pack and transport the goods at its risk and expense, with due observance of the requirements of applicable laws and regulations.

ARTICLE 7: QUALITY REQUIREMENTS

- 7.1. Contractor shall perform the Agreement in accordance with the technical norms and standards set out in the Agreement (as well as in accordance with the specific requirements applicable to the place of performance) and shall comply with permit, safety and environmental requirements imposed by the government.
- 7.2. Contractor guarantees that the Performance is in accordance with the descriptions mentioned in the Agreement and is free of defects and suitable for normal use or use common to Contractor.

- 7.3.** Contractor accepts liability for all damage arising from (the incorrect handling of) the presence or faulty removal of hazardous substances, including but not limited to asbestos, CFCs and halons.

ARTICLE 8: PAYMENT

- 8.1.** The prices stated in the order are fixed and shall not be unilaterally adjusted and/or changed by Contractor. Unless expressly agreed otherwise in writing, the agreed prices are inclusive of: a. all costs, for example for packaging, transport, insurance, travel and accommodation costs; b. all taxes and levies, for example export duties, with the exception of VAT.
- 8.2.** Payment shall take place within sixty (60) days after receipt of the invoice, provided that the Performance has been approved. An invoice can only be submitted after Delivery of the Performance.
- 8.3.** If Contractor fails to fulfil any obligation or fails to do so in full, Client shall be entitled to suspend payment to Contractor.
- 8.4.** Payment by Client shall in no way constitute a waiver of any rights.
- 8.5.** Client shall at all times be entitled to set off claims of Contractor against it against claims which it has against Contractor, for whatever reason.

ARTICLE 9: GUARANTEE

- 9.1.** The guarantee period is as stated in the agreement. In the absence of an explicit mention in the agreement, the guarantee period is at least twelve (12) months. The guarantee period commences at the moment of approval of the Performance by Client in accordance with article 4.7.
- 9.2.** During this guarantee period, Contractor guarantees the soundness of the Performance and that this Performance complies with the Agreement. This guarantee includes at least that:
- the Performance is suitable for the purpose for which the order has been placed and the Agreement has been concluded;
 - the goods or materials delivered or used are new, of good quality and free of defects and third-party rights;
 - the services shall be provided in a professional and uninterrupted manner;
 - the goods, materials and/or aids are marked with the producer or the person who markets the goods, materials and/or aids; and
 - the Performance is provided and accompanied by all the information and instructions necessary for correct and safe use.
- 9.3.** If the Performance - irrespective of the results of any prior inspections - does not appear to comply with the provisions of paragraph 2 of this article, Contractor shall, at its expense and at the discretion of Client, repair, replace or complete the missing Performance at Client's first request, unless Client prefers to terminate the Agreement in accordance with article 14.1. All costs incurred in connection therewith (including those of repair and disassembly) shall be at the expense of Contractor.
- 9.4.** In urgent cases and in cases where after consultation with Contractor it can reasonably be assumed that the latter shall fail in the fulfilment of its guarantee obligations, Client shall be entitled to carry out repair or replacement at the expense of Contractor itself or to have it carried out by third parties. This shall not release Contractor from its obligations under the Agreement.

ARTICLE 10: INTELLECTUAL PROPERTY

- 10.1.** Contractor guarantees that the Performance does not infringe on intellectual property rights of Contractor and/or third parties.
- 10.2.** Contractor shall indemnify Client against all claims arising from an infringement of intellectual property rights of third parties and shall compensate Client for all damage resulting therefrom.
- 10.3.** All drawings, materials and tools provided by Client or created or purchased by Contractor at the expense of Client shall be the property of Client and shall at all times be immediately claimable by Client. Contractor shall manage and keep these resources in good condition for its risk and expense. Contractor shall not use them for, or allow them to be used by, third parties unless authorised to do so by Client in writing, nor shall Contractor show the drawings to third parties or make the knowledge stored therein available to third parties.

ARTICLE 11: CONFIDENTIALITY

- 11.1.** Contractor shall maintain strict confidentiality with regard to the information that comes to its knowledge in the context of the performance of the Agreement.
- 11.2.** Contractor shall not be permitted to give any form of publicity to the existence or performance of the Agreement without the prior written consent of Client.

ARTICLE 12: LIABILITY

- 12.1.** Any failure to perform the obligations of Contractor shall entitle Client to require Contractor to fully or partially remedy the failure at its own risk and expense.
- 12.2.** Contractor accepts liability for all damage suffered by Client and/or third parties as a result of (a shortcoming in) the Performance and/or as a result of the acts or omissions of Contractor, its personnel or third parties engaged by it. The liability of Contractor shall relate to both direct and indirect damage.
- 12.3.** Contractor shall indemnify Client against all third-party claims in connection with the performance of the Agreement. The indemnification shall include all damages and costs that Client suffers or incurs in that respect.
- 12.4.** Contractor shall take out adequate insurance against the liability referred to in this article. This insurance obligation also extends to resources that are involved in any way in the execution of this Agreement.
- 12.5.** Client accepts no liability for damage suffered by Contractor, its personnel and/or third parties engaged by Contractor, unless the damage is the result of gross negligence, gross negligence or intent on the part of Client.

ARTICLE 13: FORCE MAJEURE

- 13.1.** In the event of force majeure, the performance of the Agreement shall be suspended in whole or in part for the duration of the period of force majeure, without the parties being mutually liable for any compensation in this respect. If the force majeure situation lasts longer than thirty (30) days, the other party shall be entitled to terminate the Agreement by means of a registered letter with immediate effect and without judicial intervention, without any right to compensation arising therefrom. Force majeure on the part of Contractor shall in any case not include lack of personnel, strikes, breach of contract by third parties engaged by Contractor, failure of auxiliary materials, liquidity or solvency problems at Contractor.

ARTICLE 14: TERMINATION

- 14.1.** Client shall be entitled at its election to suspend the performance of the Agreement in whole or in part or to terminate it by means of a written statement without judicial intervention (without Client being obliged to pay any compensation) in the event of: a) suspension of payments, judicial reorganisation or bankruptcy of Contractor or a request to that effect; b) sale or termination of the business of Contractor; c) Contractor being placed under guardianship or administration; d) Contractor being prevented from providing the Performance under the Agreement in the required jurisdiction by any government or government official for the reason of any administrative, public, judicial or political decision or order (such as but not limited to exclusion, blacklisting or placement, national restrictions or sanctions, revocation or suspension of Contractor's licences necessary for the performance of the Agreement); e) death of Contractor; f) attachment of a substantial part of the assets of Contractor or goods intended for the performance of the Agreement; g) failure by Contractor to perform any of its obligations under the Agreement including the provisions of the Carrier Supplier Code of Conduct; or h) failure of Contractor to cooperate in an audit or investigation by Client.
- 14.2.** In the event of termination in accordance with paragraph 1 of this article, Client shall be released from its obligation to make further payments to Contractor, and all claims that Client may have or acquire against Contractor shall be immediately and fully due and payable. The foregoing shall not affect Client's right to recover all damages resulting from the termination in full from Contractor.
- 14.3.** Also outside the cases referred to in the first paragraph of this article and unless otherwise agreed between the parties, Client shall be entitled to terminate the Agreement unilaterally by

registered letter with acknowledgement of receipt and with immediate effect. In the event of such termination, Contractor shall only be entitled to claim a settlement according to the state of the work under the relevant Agreement at the time of termination and limited to the work delivered to the satisfaction of Client.

ARTICLE 15: RISK AND OWNERSHIP

- 15.1.** Risk with regard to the Performance shall pass to Client at the moment that Client has explicitly approved the Performance.
- 15.2.** Ownership of the Performance shall pass to Client at the time of delivery. Contractor guarantees that full and unencumbered ownership shall be obtained. Contractor waives in advance all rights and powers to which it is entitled by virtue of the right of retention or the right of complaint.
- 15.3.** If the Performance is rejected by Client, the risk and ownership shall never be deemed to have passed to Client.

ARTICLE 16: COMPLIANCE WITH LEGISLATION

- 16.1.** Contractor shall ensure that all requirements arising from applicable laws and regulations, including those concerning labour law, safety, health and the environment, are complied with at all times.
- 16.2.** Contractor guarantees that it shall comply with all its statutory obligations to pay wage tax, social security contributions and shall scrupulously comply with the applicable collective agreements. At Client's first request, Contractor shall provide a recent statement of payment behaviour with regard to payroll tax to the Tax and Customs Administration.
- 16.3.** If Client is held liable for payment of tax contributions and/or social security contributions payable by Contractor or third parties engaged by Contractor, Client may recover these from Contractor, without prejudice to the latter's rights towards third parties in this respect. The aforementioned amount shall be payable immediately and without judicial intervention. Contractor shall owe statutory interest (default interest) on the amount from the date of Client's liability until the date of payment in full.
- 16.4.** In addition, Client shall always be entitled to pay the social security, wage tax and national insurance contributions due in respect of the Performance, for which Client could be held jointly and severally liable, to Contractor by depositing them in the guarantee account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.
- 16.5.** Contractor shall indemnify Client against all claims for tax contributions and social (security) contributions in connection with the Agreement.
- 16.6.** Contractor shall only process personal data of Client PD or its employees if this has been expressly permitted by Client and shall at all times comply with the applicable regulations.

ARTICLE 17: PROCESSING PERSONAL DATA

- 17.1.** Client processes personal data in accordance with the privacy statement on Carrier.com. Both parties comply with applicable legislation for the protection of personal data relating to Personal Data processed in connection with the activities within the framework of this Agreement.
- 17.2. Supplier shall:**
 - a. comply with all applicable Data Privacy Laws;
 - b. only collect, access, use, or share Client PI, or transfer Client PI to authorized third parties, in performance of its obligations under the Agreement in accordance with Client's instructions, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Client PI except (i) as expressly authorized in writing by Client in connection with Client's use of the Services, or (ii) as required by law;
 - c. promptly notify Client in writing if Supplier believes that collecting or processing Client PI pursuant to this Agreement infringes Data Privacy Laws;
 - d. not share, transfer, disclose or provide access to Client PI for any third party except to provide services under the Agreement or as required by law. If Supplier does share, transfer, disclose or provide access to Client PI to a third party, it shall: (i) be responsible for the acts and omissions of any subcontractor or other third party, that processes (within the meaning of the applicable Data Privacy Laws) Client PI

on Supplier's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Client PI; (ii) ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and (iii) only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law;

- e. take commercially reasonable steps to ensure the reliability of Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier (collectively, "Supplier Personnel") who have access to the Client PI, ensure that such access is on a need-to-know basis, and ensure that Supplier Personnel are obligated to maintain the confidentiality of Client PI, such as through a confidentiality agreement or by application of relevant law or regulation;
- f. provide such information, assistance and cooperation as Client may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws;
- g. upon Client's request, permit Client to hire third party external auditors to verify Supplier and third-party compliance with their obligations under this Agreement. Additionally, upon request, Supplier shall provide Client with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SOC 2, OR ISAE 3402 that covers Client PI;
- h. provide Client with Supplier's notice so Client may provide such Supplier notice to individuals whose Client PI is shared with Supplier;
- i. maintain reasonable and appropriate technical, physical, and administrative safeguards intended to protect Client PI. These measures will include reasonable restrictions upon physical access to any locations containing Client PI, such as the storage of such records in locked facilities, storage areas, or containers. Supplier must periodically re-evaluate the measures adopted to ensure that they remain reasonable and appropriate;
- j. provide Client with commercially reasonable assistance in: (i) deleting the Client PI upon request by the individual or legal representative; and (ii) enabling individuals to opt-out;
- k. provide Client with the ability to purge Client PI older than one year or such other time period agreed upon in writing by the parties, unless otherwise required to retain the data by applicable law; and
- l. immediately advise Client in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Client PI; (ii) request from one or more individuals seeking to access, correct, or delete Client PI; (iii) inquiry or complaint from one or more individuals relating to the collection, processing, use, or transfer of Client PI; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Client PI (collectively, "Data Privacy Matters"). If Supplier learns of any such complaint, request, allegation, or inquiry, Supplier shall provide assistance to Client, fully cooperate with Client in investigating the matter, including but not limited to, providing the relevant information to Client, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Client shall be responsible for communicating with individuals regarding their Carrier PI in connection with such Data Privacy Matters unless Client authorizes Supplier to do so on its behalf. Supplier shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Client PI required to comply with applicable law. Unless prevented by applicable law, Supplier shall provide Client with advance written notice of any such Data Privacy Matters sufficient to allow Client to contest legal, regulatory, administrative, or other governmental processes.

17.3. Additional Terms:

- a. **Security Breach.** Supplier shall provide written notice to Client as soon as possible and, in no instance in more than 48 hours of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Client PI of which it becomes aware (a Security Breach); thereafter shall take

all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Carrier with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a Breach Notice) without the prior written consent of and prior written approval by Client of the content, media and timing of the Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Client prior to providing any Breach Notice. Where the Security Breach involves data elements that could lead to identity theft and is on the Supplier's networks or systems or is Supplier's fault, Supplier will, at the request of Client pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.

- b. Consent. Supplier shall obtain the prior written consent of any and all natural persons from whom Supplier collects Client PI when required to do so by applicable Data Privacy Laws or as instructed by Client. If Supplier provides Client with personal information protected by Data Privacy Laws, Supplier shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.
- c. Destruction. All Client PI acquired by Supplier shall be returned or destroyed (at Client's option), unless and to the extent that: (i) such Client PI is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Supplier shall destroy all Client PI within 30 days after termination or completion of the Agreement to allow Client to request return of the Client PI.
- d. No Sale. If the Agreement involves collection or Processing of Client PI from individuals in California, Supplier is a "Service Provider" as defined in the CCPA, and will neither sell, nor exchange for anything of value, Client PI.
- e. Law Change. If the Data Privacy Laws change, Supplier shall work with Client to make any required amendments to this Agreement. The Supplier shall require each third party to make those or comparable amendments.
- f. If this Agreement involves the provision of Services where the Supplier will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Client PI from any country in the European Economic Area or Switzerland (collectively, EEA/CH) to outside the EEA/CH, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (the Controller Model Clauses) are incorporated by reference as if set forth herein. If this Agreement involves the cross-border transfer of Client PI from any country in the EEA/CH to outside the EEA/CH but the Supplier will not act as a Controller, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (the Processor Model Clauses) are incorporated by reference as if set forth herein. Notwithstanding the foregoing: (i) The Model Clauses may be reformatted as a stand-alone document with the signatures to the Agreement or the parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly. (ii) if either party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements. (iii) the Model Clauses prevail in any conflict between the Model Clauses and the Agreement. (iv) if Supplier engages any subcontractors that will access Client PI covered by the Model Clauses, the Supplier shall ensure that transfers to the subcontractor comply with the Model Clauses.

ARTICLE 18: SUPPLIER CODE OF CONDUCT

- 18.1.** Contractor is aware of the Supplier Code of Conduct (www.carrier.com) and shall strictly comply with its provisions, including:
- compliance at all times with all applicable legislation, including laws prohibiting collusion, conflicts of interest, corruption and unfair competition;
 - Refrain at all times from offering, promising, attempting to provide or providing (directly or indirectly) to any Client employee or government official any corrupt payment or any share or financial interest in Contractor;
 - promptly and accurately record in the accounting and administration all transactions and costs related to the work for Client.

ARTICLE 19: INTERNATIONAL TRADE COMPLIANCE

- 19.1.** Client is subject to applicable export controls and regulations promulgated from time to time by the European Union and the Government of the United States of America and other governments and Contractor will not cause Client to breach these laws and shall provide any necessary assurances of compliance therewith to the extent required by Client to comply with such controls and regulations. Client shall not be deemed to be in breach or default of this Agreement because of compliance with any export control laws or regulations to which it is or may become subject. Client may refuse to carry out any obligation under this Agreement, or to refuse any order placed under the agreement or suspend or terminate this Agreement with immediate effect if there is or could be a potential breach laws, regulations or ethical rules applicable to Client including, but not limited to, international trade compliance rules prohibiting sale of goods and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanction.
- 19.2.** All offers will be made subject to the following cumulative suspensive conditions: (i) doing business with customer does not violate applicable export controls and regulations as described in paragraph 1 of this article, and (ii) receipt by Client of all necessary information about the transaction (including but not restricted to details of the Customer and end user), which shows that the transaction does not violate any legislation, regulations or ethical standards implemented by Client, including but not restricted to legislation concerning international trade that prohibits the sale of goods and services to particular countries, individuals or legal persons that are subject to international economic, financial or other sanctions, without prejudicing Client's right to claim all resulting damage from the Customer, and without the Customer being entitled to claim any form of compensation in the matter.

ARTICLE 20: AUDIT

- 20.1.** Contractor shall at all times provide Client with sufficient access to its premises, personnel, accounting and administration so that Client can evaluate and verify by inspection and reproduction the compliance with the Agreement and the accounting principles and professional practices related to the Agreement.

ARTICLE 21: APPLICABLE LAW; COMPETENT COURT

- 21.1.** All disputes arising out of or in connection with this Agreement shall be governed by Dutch law, with the exception of the Vienna Sales Convention and other private international law provisions that would lead to the applicability of any other law. Disputes shall be settled by the competent court in Utrecht. In case of Performance to be delivered to Client acting through its Belgian company and/or branch office, respectively Belgian law shall apply and the courts of Brussels shall have jurisdiction.
- 21.2.** All extrajudicial costs incurred by Client in relation to the collection of the amount due by Contractor that are not paid in time shall be for the account of Contractor; these costs shall be set at 15 per cent of the amount to be collected, unless Client proves that the costs incurred by it are higher.

Utrecht, November 2020