



# Standard Terms & Conditions of Purchase

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Effective January 1, 2023

Belgium

The Netherlands

Luxembourg

Climate & Controls Benelux BV



## ARTICLE 1: DEFINITIONS

**GTCP:** these general terms & conditions of procurement

**Client:** Climate & Controls Benelux B.V. with registered offices at Papendorpseweg 83, Utrecht, the Netherlands and CoC number: 28023950 and a branch in 1702 Dilbeek (Belgium), Alfons Gossetlaan 28 box A, KBO VAT BE0844.775.176 and/or CIAT BELGIUM NV, with registered offices in 1702 Dilbeek, Alfons Gossetlaan 28A, KBO VAT BE0421.420.557 and a branch in Luxemburg, Climate & Controls Benelux B.V. Luxemburg Branch in B 228.6122 Route de Remich, Mondorf-les-Bains. The Client is a group entity of Carrier Global Corporation (“Carrier”).

**Contractor:** any legal person and/or natural person that makes written agreements with the Client. **Agreement:** arrangements established in writing between the Client and the Contractor. **Performance:** the delivery of goods, supply of services or the execution of activities.

**Delivery of Performances:** supply (goods and services) or delivery (work) of Performances.

**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 GTCP apply to all agreements where the Contractor supplies Performances to the Client, as well as all offers made by the Contractor and all requests for quotes and assignments made by the Client.

**2.2.** The general sales terms & conditions of the Contractor will not apply, irrespective of the name they have been given.

## ARTICLE 3: REALISATION OF THE AGREEMENT

**3.1.** Quotes submitted by the Contractor are deemed to be irrevocable and valid for at least 30 days, unless the non-binding nature of the quote is explicitly specified in writing. All costs associated with compiling the quote must be paid by the Contractor.

**3.2.** Assignments will only be binding for the Contractor if they have been issued by the Client in writing and confirmed in writing by the Contractor within fourteen (14) days of the date of the assignment. By confirming this assignment, the Contractor also confirms agreement with these GTCP. If the Contractor carries out a Performance or makes accompanying preparations before the assignment has been issued in writing, this will be done at his own expense and risk.

**3.3.** The Client retains the right to withdraw the assignment if the Contractor does not confirm the assignment within the



stipulated period. If the Contractor confirms the assignment after modification or other changes, these modifications will be deemed invalid unless they are explicitly approved in writing by the Client.

#### **ARTICLE 4: EXECUTION OF THE AGREEMENT**

**4.1.** The Agreement must be executed in the manner, and at the time, mentioned in the Agreement. The deadlines are always binding and the Contractor will be in breach if any deadline is not met. If a deadline is not met, and the situation is not resolved within 8 days of notification of breach, the Contractor must pay an immediately claimable sum equivalent to 10% of the assignment value and the Client will be entitled to terminate the Agreement without in any way prejudicing any of the Client's other rights, such as obtaining full compensation for all incurred damage.

**4.2.** The Contractor must execute the Assignment using appropriate materials and by deploying enough qualified personnel and/or third parties. The Contractor will at all times remain responsible for the deployed equipment, personnel and/or third parties.

**4.3.** The Contractor cannot transfer or tender the whole Assignment or part of it to a third party, unless prior written consent has been obtained from the Client. Such consent will not release the Contractor from his obligations and will not alter the Contractor's liability for the actions of parties he has involved in the execution of the Assignment.

**4.4.** Delivery of more or less than the ordered quantity or partial delivery is not possible, unless explicitly agreed otherwise in writing.

**4.5.** 'Delivery' also includes the supply of all accompanying accessories and all accompanying documentation, such as, but not restricted to, drawings, quality, inspection and guarantee certificates, instruction booklets and user manuals.

**4.6.** Goods will be delivered free of charge to the agreed address, unless explicitly agreed otherwise in writing.

**4.7.** Delivery of a Performance will be completed once the Performance has been approved by the Client. **4.8.** The Contractor is an independent party and can never be regarded as an employee or agent of the Client.

#### **ARTICLE 5: INSPECTION**

**5.1.** The Client retains the right to reject Performances within a period of thirty (30) days of Delivery, if the Performances are not in keeping with the Agreement. If Performances are rejected, the Client will store the rejected Performances at the expense and risk of the Contractor.

**5.2.** If Performances are accepted by the Client, this will not release the Contractor of his liability towards any visible or concealed shortcomings in the Performances which have not been detected during the inspection by the Client. In addition, inspection does not release the Contractor of any other obligations, like, but not restricted to, those under article 9.

**5.3.** If, after consultation with the Contractor or based on other circumstances, it can be reasonably demonstrated that the Contractor cannot or will not be able to replace or repair the faulty Performance, or will only be able to do so partly or at a later time, then the Client will be entitled to immediately terminate the Agreement with the Contractor without prejudicing any of the Client's other rights, including the right to compensation.

#### **ARTICLE 6: PACKAGING AND TRANSPORT**



**6.1.** Goods must be packaged so they reach their destination in good condition when transported under normal circumstances, and can be unloaded and stored using regular transport equipment. The Contractor will be liable for damage caused by improper packaging. If returnable packaging is used, and if charges apply for packaging materials, this must be mentioned separately on the freight note and the invoice. The Contractor must clearly identify returnable packaging. Return packaging will be returned at the expense and risk of the Contractor to an address mentioned by the latter.

**6.2.** All consignments must be accompanied by a packing list that mentions the assignment number and, if applicable, the Client's item number, a description of despatched items and their quantity.

**6.3.** The Contractor must package and transport the items at his own risk and expense, while respecting all requirements in applicable laws and regulations.

## **ARTICLE 7: QUALITY REQUIREMENTS**

**7.1.** The Contractor must execute the Agreement in accordance with technical norms and standards mentioned in the Agreement (and in accordance with specific requirements that apply at the location in question), and must comply with all governmental licensing, safety and environmental requirements.

**7.2.** The Contractor must guarantee that Performances are in keeping with descriptions in the Agreement, are free of shortcomings and suitable for normal use or other uses known to the Contractor.

**7.3.** The Contractor is liable for all damage caused due to (incorrect handling of) the presence or improper transport of harmful substances and/or toxic substances, including but not restricted to CFC's and halons.

## **ARTICLE 8: PAYMENT**

**8.1.** Prices mentioned in the assignment are fixed and cannot be unilaterally modified and/or changed by the Contractor. Unless explicitly agreed otherwise in writing, the agreed prices include: a. all costs, e.g. for packaging, transport, insurance, travel and accommodation; b. all taxes and levies, for example, import duties, with the exception of VAT.

**8.2.** Payment will take place within sixty (60) days of receipt of invoice, if Performances have been approved. Invoices can only be submitted once Performances have been Delivered.

**8.3.** The Client will be entitled to suspend payment to the Contractor if the Contractor does not partially or fully comply with any obligation.

**8.4.** Payment by the Client can in no way be seen as a waiver of rights.

**8.5.** The Client is always entitled to settle claims made by the Contractor against outstanding claims, of any nature, it has against the Contractor.

## **ARTICLE 9: GUARANTEE**

**9.1.** The guarantee period has been mentioned in the Agreement. If not specifically mentioned in the Agreement, the guarantee period will amount to at least twelve (12) months. The guarantee period will start as soon as Performances have been approved by the Client in accordance with article 4.7.

**9.2.** During the guarantee period, the Contractor guarantees the suitability of Performances and guarantees that these Performances are in keeping with the Agreement. This guarantee at least ensures that: • Performances are suitable for the purpose for which the assignment was placed and the Agreement was established; • the supplied or used items or materials are new, of good quality and free of shortcomings and third-party rights; • services will be carried out in a professional manner and without interruption; • items, materials and/or accessories feature the label of the manufacturer or the party that markets the items, materials and/or accessories; and • Performances are accompanied by all details and instructions



needed for proper and safe use.

**9.3.** If the delivery - irrespective of the results of any prior inspections - appears to not comply with that stipulated in paragraph 2 of this article, the Contractor must - at his own cost and as the Client decides - repair, replace or supplement the Performances upon first request from the Client, unless the Client prefers to terminate the Agreement in accordance with article 14.1. All costs incurred in this case (including those associated with repair and disassembly) must be paid by the Contractor.

**9.4.** In cases of emergency, and in cases where (after consultation with the Contractor) it can be reasonably assumed that guarantee obligations will not be met, the Client will be entitled to personally perform repair or replacement or have it carried out by a third party at the expense of the Contractor. This will not release the Contractor from his obligations under this Agreement.

## **ARTICLE 10: INTELLECTUAL PROPERTY**

**10.1.** The Contractor guarantees that Performances do not breach his intellectual property rights and/or those of third parties.

**10.2.** The Contractor must release the Client of all claims caused by breaching the intellectual property rights of third parties and will compensate the Client for all resulting damage.

**10.3.** All drawings, materials and tools supplied by the Client or created or purchased by the Contractor at the cost of the Client are the property of the Client and will be immediately claimable by the Client at any time. The Contractor must manage these items and keep them in good condition at his own expense and risk. He will not use them for, or allow them to be used by, third parties unless permission to do so has been provided by the Client; neither will he show drawings to third parties or share the knowledge they contain with third parties.

## **ARTICLE 11: CONFIDENTIALITY**

**11.1.** The Contractor is subject to strict confidentiality concerning information to which he is privy when executing this Agreement.

**11.2.** Unless prior written consent has been received, the Contractor is not permitted to in any way publicise the existence or execution of the Agreement.

## **ARTICLE 12: LIABILITY**

**12.1.** Any shortcoming by the Contractor in honouring his obligations will entitle the Client to obligate the Contractor - at his own expense and risk - to fully or partially resolve the encountered shortcoming.

**12.2.** The Contractor is liable for all damage incurred by the Client and/or third parties due to (shortcomings in) the Performances and/or due to the actions or negligence of the Contractor, his personnel or third parties he has deployed. The Contractor's liability relates to both direct and indirect damage.

**12.3.** The Contractor releases the Client from all claims by third parties in relation to the Agreement. This release also relates to all accompanying damage and costs incurred by the Client.

**12.4.** The Contractor must agree sufficient insurance for the liability referred to in this article. This insurance requirement also extends to accessories that have in any way been involved in executing this Agreement.

**12.5.** The Client is not liable for damage incurred by the Contractor, his personnel and/or third parties deployed by the Contractor, unless this damage can be attributed to gross error, gross negligence or deliberate actions by the Client.



## **ARTICLE 13: FORCE MAJEURE**

**13.1.** In case of force majeure, compliance with the Agreement will be fully or partially suspended for the duration of the force majeure, without either of the parties owing compensation to the other party. If force majeure lasts for longer than thirty (30) days, the other party will be entitled to terminate the Agreement with immediate effect by way of registered letter and without legal intervention, without this resulting in any right to compensation. Force majeure on the part of the Contractor will never include personnel shortages, strike action, failures by third parties deployed by the Contractor, breakdown of equipment and liquidity and/or solvency problems on the part of the Contractor.

## **ARTICLE 14: SUPPLIER CODE OF CONDUCT**

**14.1.** The Contractor is aware of the Supplier Code of Conduct [https://www.corporate.carrier.com/Images/Carrier-Supplier-Code-of-Conduct-07-2020-English\\_tcm558-81504.pdf](https://www.corporate.carrier.com/Images/Carrier-Supplier-Code-of-Conduct-07-2020-English_tcm558-81504.pdf) and agrees to strictly abide by its provisions, which includes: • Always complying with all applicable legislation, including legislation against collusion, conflicts of interest, corruption and unfair competition; • Always refraining from (directly or indirectly) offering, promising, attempting to provide or providing any corrupt payments or shares in financial benefits to the Client's employees or government officials; • Promptly and accurately registering all transactions and costs relating to activities carried out for the Client in records and books.

## **ARTICLE 15: RISK AND OWNERSHIP**

**15.1.** Risks relating to Performances will transfer to the Client once the Client has explicitly approved the Performances in question.

**15.2.** Ownership of Performances will transfer to the Client at the moment of delivery. The Contractor guarantees that complete and unconditional ownership will be provided. The Contractor waives all rights and authorisations in advance, to which he may be entitled under right of retention or right of recovery. **15.3.** If Performances are rejected by the Client, it will be deemed that risk and ownership never transferred to the Client.

## **ARTICLE 16: COMPLIANCE WITH LEGISLATION**

**16.1.** The Contractor must make sure that all requirements in applicable laws and regulations are met at all times, including those relating to labour regulations, health, safety and the environment.

**16.2.** The Contractor guarantees that he will honour all legal obligations for paying payroll taxes and social security contributions, and will closely comply with the applicable CLA. Upon first request from the Client, the Contractor must supply a recent declaration from the Tax Authority with regards to payment of payroll taxes.

**16.3.** If the Client is required to pay fiscal contributions and/or social security contributions that must be paid by the Contractor or third parties he has deployed, the Client will be entitled to claim it from the Contractor without prejudicing his rights towards third parties in this regard. The above mentioned amount will be immediately claimable without legal intervention. The Contractor must pay the legal rate of interest (default interest) on this amount, from the day that the Client became liable up to the day when it was paid in full.

**16.4.** In addition, the Client will always be entitled to pay owed social security premiums, salary tax and health insurance premiums, for which the Client could be held liable, to the Contractor by making payment to his blocked bank account under the Sequential Liability Act (G account).

**16.5.** The Contractor releases the Client from all claims for fiscal contributions and/or social (security) contributions relating to the Agreement.

**16.6.** The Contractor agrees to only process the PD of the Client or its employees if this is explicitly permitted by the Client; he will also closely comply with applicable legislation when doing so.



## ARTICLE 17: PROTECTION OF PERSONAL DATA

**17.1.** The Client will process Personal data in accordance with the privacy statement at Carrier.com. Both parties must comply with applicable Legislation concerning the protection of Personal data when processing Personal data that relates to activities within this Agreement. This data privacy clause will survive the termination of the Agreement.

**17.2.** The Contractor must:

a. Comply with all legislation concerning the protection of Client PD;

b. Only collect, open, use or share Client PD, or transfer Client PD to authorised third parties, if this is necessary when complying with obligations in the Agreement, when following the explicit instructions of the Client or when complying with legal obligations that have been assigned to or imposed on the Contractor. The Contractor will not make secondary use of Client PD (e.g. for data mining purposes) unless (i) this has been explicitly approved in writing by the Client, or (ii) this is required by law;

c. Immediately notify the Client in writing if the Contractor believes the collection and processing of Client PD under the Agreement constitutes a breach of legislation concerning the protection of Client PD;

d. Never share, transfer, make public or provide access to Client PD to third parties, unless this is necessary when carrying out the Agreement or when complying with the law. If the Contractor shares, transfers, discloses or provides access to Client PD to third parties, the Contractor must: (i) Bear responsibility for the actions and failures of these third parties, who process Client PD on behalf of the Contractor, in the same manner he would bear responsibility for his own actions and failures relating to such Client PD; (ii) Make sure that these third parties are bound by a written agreement that contains the same or equivalent obligations and protection for the Client as mentioned in this article, and (iii) that they will only allow other third parties to access Client PD if this complies with applicable legislation;

e. Use a commercially responsible approach to take all steps needed to safeguard the reliability of employees, agents, representatives, sub-contractors, employees of sub-contractors or other parties deployed by the Contractor (jointly referred to as "Contractor personnel") who have access to Client PD, and make sure such access is only afforded on a need-to-know basis and ensure the mentioned persons are bound by confidentiality towards the Client PD, e.g. by signing a confidentiality agreement or via applicable laws and regulations;

f. Offer the Client all required information, assistance and cooperation, because the Client may occasionally require the Contractor to demonstrate compliance with legislation concerning the protection of personal data;

g. Provide approval to the Client, upon request from the Client, to deploy external auditors to check whether the Contractor and third parties comply with their obligations under this article. The Contractor must also, upon request, supply all audit reports to the Client, which have been published under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SOC 2 or ISAE 3402 and those in relation to Client PD;

h. Issue a privacy declaration to the Client (in accordance with Legislation concerning the protection of Personal data) so the Client can pass on this privacy declaration to people whose Client PD is shared with the Contractor;

i. Take reasonable and appropriate technical, physical or administrative measures to protect Client PD. These measures must include reasonable restrictions for physical access to all locations where Client PD can be found, i.e. by storing files in closed facilities, storage areas or containers. The Contractor must periodically re-evaluate implemented measures to make sure they remain reasonable and appropriate;

j. Offer the Client all necessary assistance when (i) deleting Client PD upon request from concerned persons or legal representatives; and (ii) giving individuals the opportunity to withdraw their details;



k. give the Client the opportunity to delete Client PD which is older than a year, or another period agreed in writing by the parties, unless another storage period is prescribed under applicable legislation; and

l. immediately notify the Client in writing if the Contractor receives the following or becomes aware of it: (i) a complaint or accusation that points to potential violations of Legislation concerning the protection of Client PD; (ii) a request from one or more individuals to gain access to, correct or delete his or her Client PD; (iii) an investigation or complaint from one or more individuals about collecting, processing, using or transferring Client PD; or (iv) a ruling, summons, search warrant or other legal, regulatory, administrative or government process where Client PD is sought (jointly referred to as "Data Privacy"). If the Contractor becomes aware of such Cases, he must help the Client and fully cooperate with investigating the case, which includes, but is not restricted to, providing relevant information to the Client, preparing a response, implementing a solution and/or helping to execute a defence against potential claims or judicial or regulatory procedures. The Client is responsible for communicating with individuals about their Client PD in such Cases, unless the Client allows the Contractor to do this on behalf of the Client. The Contractor must limit the nature and scope of any necessary external disclosures to the minimum amount of Client PD needed to comply with applicable legislation. Unless prevented by applicable laws, the Contractor must notify the Client about such Cases in writing in advance, so the Client can take measures to contest legal, regulatory, administrative or other government procedures;

### **17.3. Extra conditions:**

a. **Data Leaks.** The Contractor must notify the Client in writing as soon as possible – and certainly within forty-eight (48) hours – about actual or reasonably suspected incidents involving unintentional or unauthorised destruction or accidental loss, falsification, unauthorised or accidental release of or access to Client PD that it has become aware of (a "Client PD Data Leak" or "Data Leak"); the Contractor will then take all measures to restrict and remedy the Data Leak wherever possible, and supply information about investigating and resolving the Violation to the Client, unless this is prohibited by law. The Contractor must not make any reports, announcements or publications, or in any other way send notifications or information about a Data Leak (a "Data Leak notification"), without prior written consent from the Client with regards to the content, media and timing of the Data Leak notification (if applicable), unless this is required by legal or judicial order; and even if this is required by law or judicial order, the Contractor will do everything to work with the Client to issue the Data Leak notification. If the Data Leak relates to data elements that could result in identity theft, whereby these elements are located on the networks or systems of the Client or whereby this Data Leak can be attributed to the Contractor, the Contractor must provide compensation for all resulting damage or costs (including costs associated with notification) upon request from the Client, and also offer the affected persons a credit worthiness check or other risk limiting service against identity theft for a period of a year, or longer if stipulated by law or a regulatory body.

b. **Consent.** If needed under Legislation concerning the protection of Personal data or if stipulated by the Client, the Contractor must obtain prior written consent from all natural persons whose Client PD is collected by the Contractor. If the Contractor supplies Client PD that is protected under Legislation concerning the protection of Personal data, the Contractor must make sure such personal information is supplied in accordance with applicable legislation, which includes - wherever necessary - obtaining consent or issuing notification.

c. **Destruction.** All Client PD obtained by the Contractor must be immediately returned or destroyed after termination or completion of the Agreement (as the Client sees fit), unless: (i) such Client PD is needed by the Contractor to comply with his obligations under applicable legislation; or (ii) return or destruction is prohibited under applicable law. If there are no instructions to the contrary and unless prohibited by law, the Contractor will not destroy the Client PD sooner than 30 days following termination or completion of the Agreement, so that the Client is given the opportunity to request the Client PD to be returned.

d. **Non-sale.** If the agreement relates to collecting or processing Client PD of private individuals in California, the Contractor will be a "Service provider" as defined in the CCPA, and will not sell Client PD or exchange it for something else of value;

e. **Legislation changes.** If Legislation concerning the protection of Personal data is changed, parties will work together to incorporate the required changes into the Agreement.





f. If the Agreement relates to Performances where the Contractor (i) acts as Processing manager (as defined in the GDPR) and (ii) transfers Client PD from any country in the European Economic Community or Switzerland (jointly “EEC/ CH”) to a country outside the EEC/CH, then parties agree that the conditions in the contractual provisions (also referred to as standard contractual provisions) approved by the European commission (hereinafter referred to as “Standard provisions for the Processing manager” or Standard provisions”) will apply via a reference, in the same way as if they were part of the Agreement. If the Agreement relates to the cross-border transfer of Client PD from any country in the EEC/CH to a country outside the EEC/CH, but the Contractor does not act as a Processing manager, then the parties agree that the conditions in the contractual provisions approved by the European commission (hereinafter referred to as “Standard provisions for the Processor” or Standard provisions”) will apply via a reference, in the same way as if they were part of the Agreement. Notwithstanding the former: i) Standard provisions can be incorporated into the Agreement as a standalone document featuring the required signatures, or parties can execute the Standard provisions as a separate standalone document. The stand-alone Standard provisions can be submitted to the regulatory bodies and/or be used for another legally permitted purpose and will have the same effect as if they were signed directly ii) If one of the two parties wants to register the Standard provisions with a supervisory body and the supervisory body refuses the registration, the parties will work together to modify the parts to suit the Standard provisions in order to comply with the requirements of the supervisory body. (iii) the Standard provisions will always be prioritised if there are inconsistencies between the Standard provisions and the Agreement. (iv) if the Supplier relies on sub-contractors that will be able to access Client PD which is subject to the Standard provisions, the Supplier must make sure transfer to the sub-contractor complies with the Standard provisions.

## **ARTICLE 18: DISSOLUTION**

**18.1.** The Client is entitled, as it sees fit, to fully or partially suspend execution of the Agreement or terminate it via written notification without legal intervention (without the Client having to pay any form of compensation) if the following circumstances are encountered: a) the Contractor is subject to seizure, suspension of payments, judicial reorganisation or bankruptcy, or applies for either status; b) the company of the Contractor is sold or closed down; c) the Contractor goes into administration or receivership; d) the Contractor is hindered in executing the Agreement in the jurisdiction where Performances must take place, including by any government or government official due to administrative, public, legal or political decisions or rulings (like, but not restricted to, exclusion, being placed on a black list, national restrictions or sanctions, revocation or suspension of the Contractor’s permits needed to execute the Agreement); e) death of the Contractor ;f) seizure of a major part of the Contractor’s business resources or items needed to execute the Agreement; g) shortcomings on the part of the Contractor when honouring any obligations in the Agreement, including provisions in the CARRIER Supplier Code of Conduct; or h) failure by the Contractor to cooperate with an audit or investigation initiated by the Client.

**18.2.** If the Agreement is terminated in accordance with paragraph one of this article, the Client will be relieved of its obligation to make further payment to the Contractor, and all claims that the Client may have against the Contractor will immediately become claimable in full. The former will not prejudice the Client’s right to claim damage, caused by terminating the agreement, in full from the Contractor.

**18.3.** Unless agreed otherwise by the Parties, the Client is entitled to unilaterally terminate the Agreement with immediate effect via registered letter with confirmation of delivery, even for cases not referred to in paragraph one of this article. If such termination takes place, the Contractor will only be entitled to claim payment for activities performed in the Agreement up to the moment of termination, with this being restricted to activities that have been carried out to the satisfaction of the Client.

## **ARTICLE 19: COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS**

**19.1.** The sale and distribution of goods, materials, hardware, software and technology that the Distributor receives from Carrier as part of this Agreement (each a “Product of Carrier”) can involve export, re-export or transfer, and such transactions must be carried out in accordance with the laws and regulations concerning export checks, trade and economic sanctions of government bodies with jurisdiction about such activities, including the United States and the European Union and its member countries (collectively referred to as “Trade regulations”).



**19.2.** The Customer acknowledges the applicability of Trade regulations and confirms that he will perform all its activities within this Agreement while fully complying with these regulations. The Customer declares that he will not deliberately export, re-export or transfer the Products of Carrier, be it directly or indirectly: 1. to Cuba, Iran, North Korea, Syria, the regions of Luhansk, Donetsk, Krim in Ukraine or another region that is subject to restrictions (each seen as a “Restricted Country”); 2. to a person or entity to whom it is forbidden to supply/perform the Products of Carrier under Trade regulations, which includes but is not restricted to (i) a person or entity on the list of the Office of Foreign Assets Control of the American ministry of Finance (“OFAC”), specially designated persons (“SDN”), the list of Blocked Persons, or the consolidated sanctions list of the European Union, or ii) an entity that is owned by or falls under the control of a party that has been placed on these lists (collectively referred to as “Refused party”); 3. for unauthorised final use; or 4. for purposes that otherwise breach the Trade regulations.

**19.3.** The Customer must make reasonable efforts to check the identity and location of its customers or end users and to confirm the end use of the Products of Carrier (collectively referred to as End-User Diligence). The diligence shown towards the end user by the Customer must be sufficient to identify and prevent unauthorised transactions, including transactions involving Restricted Countries and Refused Parties. The Customer must immediately notify Carrier of all transactions where a role is played by the former, or of all other breaches of Trade regulations concerning the Products of Carrier or related services.

**19.4.** Carrier will not offer any guarantee, repair or replacement services for Carrier products in countries or regions that are subject to restrictions, or which breach the Trade regulations in any other way. If the Customer offers its customers a guarantee that is more comprehensive than the limited guarantee offered by Carrier, the Customer will be solely responsible for all costs, expenditure, liabilities, obligations and damage that fall under this extended guarantee.

**19.5.** When requested by Carrier, the Customer must offer Carrier information about exports concerning the Products of Carrier, including but not restricted to, a description, volume, value, customer and/or end user, transaction dates and details for services.

**19.6.** Carrier is entitled to terminate this Agreement with immediate effect if one of the following situations is encountered: 1. The Customer becomes a Refused Party; 2. The Customer breaches Trade regulations concerning one of the activities that fall under this Agreement; or 3. Carrier reasonably determines that its obligations concerning compliance with Trade regulations forbid Carrier from performing activities (each of these is a “Trade Check Event”). Termination based on this clause is regarded as termination for justifiable reasons, and relieves Carrier from all obligations to make further sales or supply further services (including guarantee, repair or replacement services) based on this Agreement, or to supply any Carrier products to the Distributor.

## **ARTICLE 20: AUDIT**

**20.1.** The Contractor agrees to award the Client sufficient access to his business premises, personnel, bookkeeping and records, so the Client can, by way of inspection and reproduction, check and verify compliance with the Agreement and accounting principles and professional customs relating to the Agreement.

## **ARTICLE 21: APPLICABLE LAW; QUALIFIED COURT**

**21.1.** All disputes originating from or relating to this Agreement are subject to Dutch law, with the exception of the Vienna Sales Convention and other international private law provisions that would lead to the applicability of other laws. These disputes will be settled by a qualified court in Utrecht. If Performances are supplied to the Client via its Belgian company and/or branch, they will respectively be subject to Belgian law and the qualified court of Brussels.

**21.2.** All extra-judicial expenses incurred by the Client when collecting amounts owed by the Contractor, which have not been paid on time, will be charged to the Contractor; these costs have been set to 15 percent of the claimable amount, unless the Client proves the costs it has incurred exceed this limit.



Utrecht, October 2022