

Stichting Safety Leaders Foundation Terms and Condition of Purchase

PURCHASE

1 APPLICABILITY

1.1 These General Terms and Conditions shall apply to all requests, quotations, orders, agreements and any addition to these agreements for the provision of products and/or services ("Deliverables") by the supplier ("Supplier") for and/or on behalf of Safety Leaders Foundation. "Safety Leaders Foundation" shall mean stichting Safety Leaders Foundation, registered in Amersfoort, The Netherlands, Chamber of Commerce number 69588627, and/or any of its affiliates.

1.2 Supplier's general terms or conditions of whatever kind will not apply, not even in addition to these General Terms and Conditions of Purchase and not even if expressly referred to in Supplier's quotation or any other document, and are hereby expressly rejected by Safety Leaders Foundation.

2 ORDER/AGREEMENT

2.1 An agreement is entered into after a written contract signed by Safety Leaders Foundation and/or purchase order is received by Supplier (the "Agreement").

2.2 Any changes to the Agreement shall only be valid and binding if such changes are laid down in a document duly and validly signed by Safety Leaders Foundation and Supplier. The acceptance of Deliverables or payments by Safety Leaders Foundation will not imply the acceptance of any irregularity and Safety Leaders Foundation shall not be deemed to have waived any right in respect of such irregularity.

2.3 Nothing shall prevent Safety Leaders Foundation from procuring deliverables which are the same as or similar to the Deliverables as purchased from Supplier, from any third party.

2.4 In the event of a discrepancy between the provisions of the Agreement and the provisions of these Terms and Conditions of Purchase, the provisions of the Agreement shall prevail.

3 PERFORMANCE/ WARRANTIES

3.1 The Deliverables, in case of products including their packaging, shall conform fully to the specifications and other requirements specified in the Agreement, and any additional instructions specified by Safety Leaders Foundation.

3.2 Supplier warrants and undertakes that

- (a) the Deliverables shall be performed in accordance with best industry standards;
- (b) any persons involved will have the necessary skill, experience and expertise to provide the Deliverables pursuant to the Agreement;
- (c) it shall direct its personnel to comply with Safety Leaders Foundation's health, safety, and security instructions, when at Safety Leaders Foundation's premises;
- (d) it is knowledgeable and will remain in full compliance with all applicable laws, regulations and policies to which it is or becomes subject and that it will make all filings and registrations with appropriate governmental bodies and authorizations required to provide the Deliverables;

(e) in case of products, the Deliverables are new and do not contain used or reconditioned parts unless Safety Leaders Foundation agrees otherwise in writing.

3.3 Supplier must correct as soon as possible, or, if applicable, within a specific timeframe, any failure or omission in the operation and/or performance of the Deliverables for a period of two (2) years from the date of delivery, or – if longer – a warranty period communicated by Supplier (e.g. manufacturer's warranty), or – if longer – a period Safety Leaders Foundation may reasonably expect, given the nature and all other relevant aspects of the Deliverables.

3.4 If a repair under the warranty period is deemed impossible or if a Deliverable has been returned to Supplier for repair more than once without success, Safety Leaders Foundation is entitled to replacement by a new Deliverable, without any cost for Safety Leaders Foundation.

4 DELIVERY

4.1 Prices shall be based on "Delivery Duty Paid" (DDP) at the location specified by Safety Leaders Foundation including all costs of packaging.

4.2 Delivery shall be executed on the agreed delivery date and location. The delivery date is fixed and binding ("fatale termijn"). If the agreed delivery date is exceeded, Supplier shall be in default ("verzuim") without any (prior) notice (in writing or otherwise) being required. Delivery takes place at the moment that Supplier provides a written proof of delivery to Safety Leaders Foundation indicating at least the order number and description of the Deliverables. In case of any non-compliance, failure or omission, Safety Leaders Foundation may either refuse or accept delivery.

4.3 Supplier is not entitled to partial delivery, unless it has prior written permission from Safety Leaders Foundation.

4.4 If the Deliverables do not comply with the warranties, specifications and/or requirements of the Agreement, Safety Leaders Foundation will be entitled to:

- a. require, at its discretion, that the Deliverables delivered be repaired or replaced or that a missing component be supplied within a reasonable term to be set by Safety Leaders Foundation, without prejudice to its other rights by law or by virtue of these General Terms and Conditions;
- b. return these Deliverables at expenses of Supplier or to keep them in its custody until Supplier has given further instructions how to deal with these Deliverables. Any costs incurred by Safety Leaders Foundation in this respect shall be for Supplier's account.

4.5 The right of ownership as well as the risk of damage or loss of the Deliverable(s) is transferred upon the provision by Safety Leaders Foundation of a written confirmation of receipt of the Deliverable and if applicable after written proof of proper installation.

4.6 All Deliverables must include user and guidance documents in compliance with any applicable regulations.

5 PRICES, FINANCIAL CONDITIONS AND INVOICING

5.1 Unless otherwise agreed upon in the Agreement, all prices are:

- a. in Euros;
- b. fixed and non-revisable during the term of the Agreement with the exception of potential reductions for "manufacturer" prices to which Safety Leaders Foundation is entitled;
- c. inclusive of all supplies, accessories, services, warranties and assignment of rights; and
- d. exclusive of VAT.

5.2 Unless otherwise agreed upon in the Agreement, Supplier is entitled to invoice from the moment delivery has taken place in accordance with clause 4.2.

5.3 Invoices shall be addressed to the invoicing department of the Safety Leaders Foundation legal entity that placed the purchase order.

5.4 All invoices submitted to Safety Leaders Foundation must include adequate documentation, including:

- a. a statement that the Deliverables and expenses incurred comply with Safety Leaders Foundation's Supplier Standards of Conduct and the provisions of the Agreement;
- b. an explanation of the Deliverables provided during the period covered by the invoice, including the order number and the unit price; and
- c. itemized expenses with receipts (or other documentation if a receipt is unavailable).

5.5 Safety Leaders Foundation is entitled to postpone ("opschorten") and/or offset ("verrekenen") the payment in case of shortcoming of any obligation from the Agreement. The right of Supplier to postpone ("opschorten") and/or offset ("verrekenen") any of its obligation under the Agreement is hereby excluded.

5.6 The payment term is sixty (60) days after receipt of Supplier's valid invoice in accordance with clause.

5.7. Payment of (a part of) an invoice will not be deemed acceptance of any Deliverables.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 All rights of intellectual property that arise under the Agreement and are exercisable in the broadest sense of the word, including but not limited to copyrights, designs, trademarks, patents and databases, shall become the exclusive property of Safety Leaders Foundation. In the event any such intellectual property rights may not be owned by Safety Leaders Foundation by operation of law, Supplier hereby irrevocably assigns to Safety Leaders Foundation all intellectual property rights therein. If additional actions are required in order to assign intellectual property rights to Safety Leaders Foundation, Supplier shall cooperate fully and take all steps necessary to successfully assign these intellectual property rights to Safety Leaders Foundation, at no additional costs for Safety Leaders Foundation. To the extent permitted by law, Supplier shall waive any of its rights under article 25 of the Dutch Copyright Act that it may have. In particular Supplier shall waive its right to object to publication of works without mention of the name or other mark(s) of the maker(s) and to alterations and the name of the copyrighted works.

6.2 Supplier warrants that Safety Leaders Foundation can freely and without restraint use the Deliverables and grants Safety Leaders Foundation all rights and licenses necessary for Safety Leaders Foundation to use, transfer, pass through, and sell the Deliverables and to exercise the rights granted under the Agreement.

6.3 Supplier agrees to defend, hold harmless and indemnify Safety Leaders Foundation from any claim that the Deliverables infringe any intellectual property right of a third party or any claim arising from the failure of Supplier to comply with its warranties and or any obligation under the Agreement.

6.4 Supplier warrants that all persons involved with creating and delivering the Deliverables have waived any and all rights relating thereto.

7 TRADE COMPLIANCE

7.1 Supplier will comply with all applicable export control and economic sanctions laws ("Trade Control Laws") in the performance of the Agreement, and will not provide any Deliverables to Safety Leaders Foundation that would cause a violation of such laws. Unless

otherwise agreed in writing, Supplier will not provide any Deliverables to Safety Leaders Foundation that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in performance of the Agreement. Upon request, Supplier will provide Safety Leaders Foundation with the export control classification under applicable Trade Control Laws of any Deliverables provided in the performance of the Agreement. Supplier will immediately notify Safety Leaders Foundation of any violation of applicable Trade Control Laws attributable to its performance of the Agreement, and shall hold harmless and indemnify Safety Leaders Foundation for any such violation.

8 LIABILITY AND INDEMNIFICATION

8.1 Supplier is liable for all damages that arise as a result of a failure to comply with the Agreement or these General Terms and Conditions of Purchase.

8.2 Supplier indemnifies Safety Leaders Foundation against any claim from third parties in respect of damage caused by
(i) Supplier's negligence or that of its personnel,
(ii) Supplier breaching the Agreement.

8.3 Supplier must be and remain insured, including timely payment of the insurance premiums, for any financial consequence or civil or contractual liability. Upon written request from Safety Leaders Foundation, Supplier shall provide a copy of the insurance policy and proof of timely payment of the insurance premiums to Safety Leaders Foundation.

8.4 Whenever any sum of money is recoverable from, or payable by Supplier, to Safety Leaders Foundation as a result of the operation of the Agreement or any breach by Supplier of the same, such sum may be deducted by Safety Leaders Foundation from any sum then due or which at any time thereafter may become due to Supplier under any other future agreement of Safety Leaders Foundation with Supplier.

8.5 To the extent permitted by law, in no event will Safety Leaders Foundation be liable for any damages, lost revenues, lost profits, incidental, indirect or consequential damages.

8.6 This clause 8 survives the expiration or termination of the Agreement for any reason.

9 CANCELLATION/TERMINATION

9.1 Notwithstanding any other rights of Safety Leaders Foundation, Safety Leaders Foundation may terminate the Agreement immediately (partially or completely) upon written notification, where;

- a. Supplier is in default ("verzuim"); or
- b. Supplier commits a breach of the Agreement, which has not been remedied within a reasonable term, with a maximum term of thirty (30) days of receipt of written notification of such breach; or
- c. Supplier is unable to pay its debts in Safety Leaders Foundation's reasonable opinion; or
- d. Safety Leaders Foundation reasonably suspects that Supplier commits a breach of Trade Control Laws; or
- e. Supplier commits a breach of any of the representations, warranties, or covenants in the Confidentiality and Publicity clause 11 and/or the Personal Data Protection and Privacy clause 12 and/or the General Anticorruption and Compliance clause 16; or
- f. there is a change or control of ownership of Supplier, which Safety Leaders Foundation considers to be adverse to Safety Leaders Foundation's interests; or

g. Supplier ceases, or threatens to cease, to carry on business or, is subject to any winding up (whether provisional or final) or dissolution, or becomes insolvent or Supplier's bankruptcy has been filed.

9.2 In case of cancellation or termination Supplier will take full responsibility for already delivered Deliverables. These will be readily available on Safety Leaders Foundation premises and need to be taken care of by Supplier.

10 FORCE MAJEURE

10.1 Force majeure means the non-attributable failure of either party to properly fulfil its obligations. At any rate, failures will be attributed to Supplier if they are caused by transport problems, illness of personnel, strikes and stagnation in Supplier's business or in the business of any of its suppliers. Force majeure situations shall be communicated immediately by the affected party. Safety Leaders Foundation is entitled to terminate the Agreement with immediate effect at no costs in the event the force majeure extends or is likely to extend beyond thirty (30) days.

11 CONFIDENTIALITY AND PUBLICITY

11.1 Supplier shall keep the existence, nature and the content of the Agreement, personal data, as well as any additional business information confidential and shall not make any reference to the Agreement, its terms, business information, or use Safety Leaders Foundation's name, logo or trademark in any public announcements, promotions or any other communication without Safety Leaders Foundation's prior written consent.

11.2 Supplier may only use any confidential information for the purpose of providing the Deliverables and in the performance of its obligations under the Agreement.

11.3 On the effective date of the completion of the Deliverables, or termination of the Agreement, or at the request of Safety Leaders Foundation, Supplier shall, within fourteen (14) days, deliver to Safety Leaders Foundation all confidential information, and all copies thereof, and destroy or erase any confidential information contained in any materials and documentation prepared by or on behalf of Safety Leaders Foundation.

12 PERSONAL DATA PROTECTION AND PRIVACY

12.1 "Applicable Data Protection Laws" shall mean the Dutch Data Protection Act (Wet bescherming persoonsgegevens), including any successive legislation to the Dutch Data Protection Act, and any other applicable data protection laws and regulations.

12.2 The parties shall at all times comply with their respective obligations under Applicable Data Protection Law in connection with the Agreement.

12.3 Where Supplier acts as a data processor ("bewerker") for Safety Leaders Foundation by processing personal data on Safety Leaders Foundation's behalf, it shall process these data solely for the purposes of the Agreement and not use or process these personal data in any way other than as determined by Safety Leaders Foundation and made known or instructed to Supplier. On the effective date of the completion of the Deliverables, or termination of the Agreement, or at the request of Safety Leaders Foundation, Supplier shall immediately cease its processing of personal data on behalf of Safety Leaders Foundation and securely delete or destroy these personal data, except to the extent that the Agreement or Applicable Data Protection Laws require otherwise.

12.4 If personal data relating to Safety Leaders Foundation's employees are processed by Supplier, Safety Leaders Foundation shall be the data controller ("verantwoordelijke"). Supplier shall in all circumstances be the data processor ("bewerker").

12.5 The parties shall be responsible for the protection of the personal data that they process and the personal privacy of the persons concerned and shall implement and maintain appropriate technical and organizational measures to protect personal data against loss or any other unlawful form of processing, without prejudice to specific security requirements contained in applicable data protection legislation. These measures guarantee, taking into account the state of technology and the costs of execution, an appropriate protection level considering the risks that the processing and the nature of the data to be protected carry with them and prevent unnecessary collection and further processing of personal data.

12.6 In the event of any breach or suspected breach of the security of personal data that constitutes or is reasonably likely to constitute the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to such data, Supplier shall notify Safety Leaders Foundation immediately, and in any event no later than twenty-four (24) hours after detection or reasonable suspicion of a breach, and shall fully cooperate with Safety Leaders Foundation and/or Safety Leaders Foundation's client(s) in any postbreach investigation or remediation efforts.

12.7 Supplier shall assist Safety Leaders Foundation in ensuring compliance with its obligations under Applicable Data Protection Laws, and deal promptly and appropriately with requests and inquiries from Safety Leaders Foundation relating thereto. This includes, but is not limited to, that Supplier shall fully cooperate with Safety Leaders Foundation's requests for access to, correction or destruction of personal data in the possession of Supplier and will demonstrate on request Supplier's compliance with these provisions and the data security requirements of the Applicable Data Protection Laws.

12.8 Upon written request by Safety Leaders Foundation, Supplier shall promptly and fully cooperate with any amendment to the Agreement and/or these General Terms and Conditions, and with concluding any (further) agreement necessary for Safety Leaders Foundation to comply with Applicable Data Protection Laws.

13 ASSIGNMENT AND SUBCONTRACTING

13.1 Supplier is engaged as independent contractor. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership or employment relationship between Safety Leaders Foundation and (personnel of) Supplier.

13.2 Supplier may not assign or transfer the Agreement or its rights or obligations to any third party without Safety Leaders Foundation's prior written consent.

13.3 Safety Leaders Foundation's rights, benefits and/or obligations under the Agreement may be assigned or transferred to any other associated company of Safety Leaders Foundation and or Safety Leaders Foundation affiliates. Supplier hereby provides its consent in advance for such assignment or transfer.

13.4 Supplier may not without Safety Leaders Foundation's prior written consent appoint subcontractors in relation to the performance of Supplier's obligations under the Agreement.

14 NON-SOLICITATION

14.1 Supplier shall not at any time during the term of the Agreement and for a period of six months thereafter, without Safety Leaders Foundation's prior written consent, directly or indirectly canvass or solicit for itself or any third party the services of any employee of Safety Leaders Foundation, or solicit or encourage any employee of Safety Leaders Foundation to leave his/her employment or engagement with Safety Leaders Foundation, or recommend any employee of Safety Leaders Foundation to anyone that might result in

an approach to Safety Leaders Foundation personnel to leave his/her employment or engagement with Safety Leaders Foundation.

15 ENVIRONMENTAL, ETHICS AND HUMAN RIGHTS

15.1 Safety Leaders Foundation is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier shall act in a manner consistent with the ethical and professional standards of Safety Leaders Foundation including prompt reporting of unlawful, fraudulent or unethical conduct.

15.2 Supplier agrees that Supplier will, on a continuing basis, assess the environmental impact of Supplier's own business operations, and of Safety Leaders Foundation's consumption of Supplier's Deliverables, and advise Safety Leaders Foundation how such impact may be reduced to give effect to the intent of the environment friendly strategy.

16 GENERAL ANTICORRUPTION AND COMPLIANCE WITH LAW

16.1 Supplier represents and warrants that it is aware of, understands, has complied with, and will comply with, all applicable anticorruption laws.

16.2 In the event of a breach of any of the representations, warranties, or covenants in this General Anticorruption and Compliance with law clause 16, Safety Leaders Foundation may, in its sole discretion and in addition to any other remedies it may have under law or the Agreement, terminate the Agreement immediately. Any claims for payment by Supplier with regard to a transaction for which such breach has occurred, including claims for services previously performed, shall be automatically terminated and cancelled and all payments previously paid shall be refunded to Safety Leaders Foundation by Supplier. Supplier shall further indemnify and hold Safety Leaders Foundation harmless against any and all claims, losses, or damages arising from or related to such breach and/or termination of the Agreement.

17 GOVERNING LAW AND COMPETENT COURT

17.1 The Agreement and any dispute or matter arising under it shall be governed by the laws of The Netherlands and the parties submit to the exclusive jurisdiction of the Dutch courts in Amsterdam.

17.2 The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18 GENERAL

18.1 No delay or failure by either party to exercise any of its powers, rights or remedies under the Agreement shall operate as a waiver of them.

18.2 If any part of the Agreement is found by the competent court to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the full extent permitted by law.

18.3 Any amendment or modification in respect to the Agreement will be done in writing and signed by both parties.