

GENERAL TERMS AND CONDITIONS OF SALE – SAVAL B.V., version 30 June 2026

These are the general terms and conditions of sale of Saval B.V. Huifakkerstraat 22, 4815 PN Breda, Chamber of Commerce number 20062192 ('**Supplier**') for the delivery of goods, the performance of services and/or the contracting of work ('**the Performance**') to the natural or legal person ('**Client**') who has concluded or may wish to enter into an agreement with the Supplier for this purpose.

GENERAL

1. Applicability of these general terms and conditions

- 1.1. These general terms and conditions apply to all agreements and to all offers made by the Supplier with regard to the delivery of a Performance. Changes to these general terms and conditions only apply if they are included in the offer or agreement.
- 1.2. The applicability of the Client's general terms and conditions to the Performance is expressly rejected by the Supplier and does not form part of the agreement.
- 1.3. If any provision of these general terms and conditions or the agreement is invalid, void or unenforceable in whole or in part, this shall not affect the valid part of the provision and the remaining provisions. In that case, the parties will consult to agree on a replacement provision based on the original purpose and purport of the provision.
- 1.4. These general terms and conditions have been translated from Dutch. If any of the wording in these general terms and conditions is unclear or deviates in meaning from the original version, the Dutch version shall be used to interpret the wording and shall prevail.

2. Offer and conclusion of the contract

- 2.1. Offers from the Supplier are without obligation, may be changed and are in any case only valid for thirty (30) calendar days, unless expressly stipulated otherwise in the relevant offer. The Performance offered is limited to the scope explicitly included in the offer. A representation of a product model in an offer is only informative and the Client cannot derive any rights from it.
- 2.2. The Supplier may have a creditworthiness check carried out with regard to the Client. If, in the Supplier's opinion, the creditworthiness appears to be insufficient, the Supplier can immediately revoke an offer that has already been made or terminate an agreement without the Supplier being liable for any compensation. If the Client is a consumer, the Supplier will only exercise this right on the basis of objective circumstances and with due observance of the Client's statutory rights.
- 2.3. The agreement will only be concluded if (i) the Supplier and the Client have signed an agreement, (ii) if the Client has unconditionally accepted the Supplier's most recent offer with regard to the Performance, or (iii) if the Supplier otherwise explicitly demonstrates that the agreement has been concluded.
- 2.4. If no agreement is concluded between the parties, the Client is obliged to hand over all documents that the Supplier has made available to it for the purpose of the offer, at the Supplier's discretion, or to destroy them in a responsible and confidential manner.

3. Obligations of the Client

- 3.1. Insofar as the Client reasonably has any control over this, it is obliged to ensure that the Supplier is able to commence the Performance:
 - at the agreed time at the location(s) designated by the Client during the agreed working hours;
 - in accordance with legal requirements and other applicable regulations; and
 - uninterrupted, efficient and unhindered.The Client will resolve obstacles that prevent or complicate the execution of the Performance, or will cooperate with the latter if the Client is not in a position to remove the obstacle.
- 3.2. If the Client does not fulfil its obligations in the previous paragraph, the Supplier has the right to suspend the execution of the Performance in whole or in part and to charge the costs as a result thereof.
- 3.3. The Client is obliged to comply with all reasonable, and in any case necessary, instructions of the Supplier with regard to the Performance.
- 3.4. The Client will ensure that he provides the Supplier timely, and ultimately prior to commencement of the Performance, with (i) all the necessary information to execute the Performance and, insofar as applicable, (ii) the irrevocable permits, permissions, exemptions and additional (safety) rules and processes in connection with the execution of the Performance. The Client guarantees the correctness and completeness of the information provided.

4. Pricing

- 4.1. All prices are exclusive of VAT and any other levies imposed by the government, unless expressly agreed otherwise.
- 4.2. The Supplier is entitled to index its prices and rates annually during the term of the agreement. If there is a price increase within three (3) months after the conclusion of the agreement and the Client is a consumer, the Client has the right to terminate the agreement.
- 4.3. The Supplier may pass on to the Client cost increases resulting from new laws and regulations, from government measures, changing market conditions and/or circumstances that the Supplier has otherwise not reasonably taken into account when drawing up the offer.
- 4.4. The price only includes the explicit description of the Performance included in the agreement or the offer. Any costs for an additional performance are not included in the price, unless expressly provided otherwise in the agreement, and will be charged separately.
- 4.5. Each offer and agreement is based on the uninterrupted, unaltered and unhindered performance of the Performance by the Supplier under safe conditions and on the working hours in the following paragraph, unless explicitly agreed otherwise. In the event of deviation from this, the Client is obliged to reimburse the Supplier for the costs involved and to accept delays, unless such costs and/or delay is/are

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the result of an attributable shortcoming on the part of the Supplier.

- 4.6. The Supplier performs the Performance on working days from Monday to Friday between 08.00 and 16.30 CET. In case of deviation from this, the following surcharges apply to the rates and call-out charges: evening and night hours (Monday to Friday): 150%, Saturday, Sunday and public holidays: 200%.
- 4.7. If the Performance decreases at the request of the Client, the Supplier is entitled to payment of the full price upon completion of the Performance, minus the costs saved as a result of the reduction.

5. Payment

- 5.1. The price for the Performance is payable in advance, unless otherwise stated in the agreement. The invoice amounts that cannot be determined at the start of the Performance will be charged monthly in arrears on the basis of subsequent calculation.
- 5.2. Each invoice from the Supplier must be paid by the Client within thirty (30) calendar days of the invoice date, unless expressly agreed otherwise in writing.
- 5.3. If the Client imposes requirements on the invoicing process, the Client must make this known in writing at the latest before the start of the Performance. If the Client has failed to do so, the Client cannot invoke such requirements when rejecting an invoice. The Supplier reserves the right to charge administration costs in the event of substantially deviating forms of invoicing.
- 5.4. Insofar as this has been agreed in writing, payment of invoices will take place by direct debit thirty (30) calendar days after the invoice date. When concluding the agreement, the Client will issue an authorization to pay by direct debit charged to the Client's bank account. The Client shall ensure that there are sufficient funds in the relevant bank account. If the amount due cannot be debited for any reason whatsoever or the paid amount is reversed, the Supplier will inform the Client of this, after which the Client will be obliged to immediately follow the Supplier's payment instructions.
- 5.5. In the event of late payment by the Client, the Client will be in default by operation of law and will immediately owe the statutory commercial interest (Article 6:119a of the Dutch Civil Code) or, if the Client is a consumer, the statutory interest (Article 6:119 of the Dutch Civil Code).
- 5.6. If the Supplier is forced to take collection measures, the Client is also obliged to pay full compensation for all collection costs actually incurred, or 15% of the total outstanding amount with a minimum of € 75,-, whichever is higher. Payments made by the Client are always first used to pay costs due, then to pay interest, then to pay the principal sum of the oldest invoice that is then due.
- 5.7. All claims of the Supplier against the Client are immediately due and payable if the Client is granted a suspension of payments, whether or not provisionally, if bankruptcy is filed or obtained in respect of the Client, if the Client is placed under guardianship or if the Client dies, is in liquidation or dissolves, or if there

is a question of the Debt Rescheduling Scheme for Natural Persons.

- 5.8. The Supplier may require security from the Client for the fulfilment of its obligations if the Supplier has the reasonable suspicion that the Client is unable or unwilling to meet its obligations. If the Client does not comply with a request for the provision of security, the Supplier may suspend the Performance until the requested security has been provided.
- 5.9. Complaints about invoices must be submitted in writing to the Supplier within fourteen (14) calendar days of the invoice date, failing which the invoice is deemed to have been accepted.
- 5.10. If the Client is a consumer, only the provisions of the Civil Code apply to the payment and collection of an invoice.

6. Delivery

- 6.1. The delivery time starts at the later of the following dates: (i) the day of conclusion of the agreement; (ii) the day of receipt of the information provided by the Client and permissions or exemptions, that are necessary for the execution of the agreement; or (iii) the day on which the Supplier receives the first amount to be paid in advance.
- 6.2. The delivery time of the Performance is based on the circumstances prevailing at the time of the offer. If delays occur in the performance of the Performance that are not the result of an attributable shortcoming on the part of the Supplier, the Supplier may extend the delivery time and charge additional costs.
- 6.3. An agreed delivery time is not a strict deadline, unless expressly agreed otherwise. If the strict deadline is exceeded, the Client will first enable the Supplier to fulfil its delivery obligation by sending a notice of default with a recovery period of no less than fourteen (14) calendar days.
- 6.4. The Performance is delivered from the moment that the Supplier has made it available to the Client, unless otherwise provided for in these general terms and conditions or the agreement. The Supplier may deliver the Performance in parts and invoice these partial deliveries separately. After delivery, the risk of loss or damage to the Performance is for the Client.
- 6.5. The Supplier reserves ownership of the Performance delivered to the Client until the moment of receipt of full payment for the Performance.
- 6.6. If the Client intends to deliver the Performance to a third party, the Client is obliged to check the Performance for visible defects upon delivery by the Supplier. If a defect is discovered, the Client must immediately inform the Supplier and will not pass on the Performance to a third party, unless otherwise agreed on with the Supplier.
- 6.7. In the event that the Client starts using the Performance before delivery, the risk of damage or loss of the Performance will be transferred entirely to the Client and the Performance will be deemed to have been delivered. The Supplier is then only obliged to perform the part of the Performance that still needs to be performed, as laid down by the Supplier in a list of residual points. The Client is obliged to provide its

unconditional cooperation to the Supplier for the completion of the Performance.

- 6.8. Upon delivery, defects that do not substantially affect the functioning of the Performance and can be repaired within thirty (30) calendar days shall not prevent delivery.
- 6.9. The Supplier cannot guarantee that the goods or parts supplied by it will remain available. If parts become obsolete or are no longer available (on time), the Supplier will make every effort to offer a suitable alternative.

7. Delivery of goods

- 7.1. The delivery of goods takes place "ex works" according to Incoterms 2020 from the location of the Supplier as stated in the agreement.
- 7.2. The Client is obliged to keep goods that have been delivered by the Supplier, as part of the Performance to its location and are intended to be installed or commissioned by the Supplier at a later date, in a safe and suitable place at its own expense and risk.
- 7.3. The Client will only return delivered goods after the Supplier has given permission to do so. Without prior permission, the Supplier is not obliged to accept returns.

8. Recall

- 8.1. In the event that the Supplier discovers a defect in an item delivered by the Supplier or should reasonably assume that an item, or a part thereof, may pose a safety risk, the Supplier may take measures to prevent, limit and/or repair damage. These measures may include, but are not limited to: user instructions, software updates or upgrades, inspection, a supply stop, repair, replacement, (temporary) decommissioning or repossession. The Client is obliged to cooperate unconditionally with such measures, to follow all instructions from the Supplier and to provide the Supplier with all information that is necessary to be able to carry out the measures.

9. Right of withdrawal

- 9.1. If the Client is a consumer and the contract was concluded at a distance, the statutory right of withdrawal applies. If the Performance concerns a service, the Client may withdraw from the agreement up to fourteen (14) calendar days after the conclusion or, in the case of the delivery of an item, up to fourteen (14) calendar days after the delivery. To this end, the Client may use the template form for revocation ([Modelformulier voor herroeping](#)). In that case, the Client will be credited and refunded the full price paid, including shipping costs, after withdrawal and possible return. Only the costs for return to the Supplier are for the Client's own account.
- 9.2. When exercising the right of withdrawal, the Performance must be returned to the Supplier with all accessories supplied and – if reasonably possible – in its original condition and packaging.

10. Reasonable endeavour to Perform

- 10.1. The Supplier will execute the Performance independently as an obligation to perform to the best of its ability, with the care and expertise that may be expected from a professional advisor in the sector in which the Supplier operates.
- 10.2. The Supplier's Performance is specific to the Client and is not intended for any other party or situation. The Supplier is therefore not responsible for damage if the Client uses the Performance or has it used in a way other than for the purpose of the agreement in question.
- 10.3. The Performance is not personal and the Supplier may replace a person involved in the performance of the Performance with another person with the same or similar qualifications.

11. Maintenance Installations

- 11.1. Before an asset is taken into maintenance, the Supplier assesses the proper functioning of the asset and repairs it if necessary. The resulting costs are for the account of the Client. This provision does not apply if the repair is covered by the Supplier's warranty.
- 11.2. The Performance of maintenance by the Supplier is exclusively an obligation to perform to the best of its ability to keep the respective asset operational and does not concern an obligation to keep the asset at a certain performance level, unless otherwise agreed. The Supplier may carry out maintenance remotely.
- 11.3. The Supplier processes the maintenance notifications and only carries out the maintenance during its regular working hours, unless explicitly agreed otherwise.
- 11.4. The Supplier is not responsible for ensuring that the assets and parts thereof supplied or maintained by it remain available. If, for example, these become outdated or are otherwise no longer available (on time), the Supplier will make every effort to offer a suitable alternative. In the event of non-deliverability (or late delivery), the Supplier will suspend performance until it is possible to resume the Performance. The Supplier is not responsible for the consequences of the suspension, unless the non-availability (or timely) is caused by an attributable shortcoming on the part of the Supplier.
- 11.5. The Supplier is only liable for damage that is the direct result of an attributable shortcoming on the part of the Supplier in carrying out maintenance work. Any liability or warranty on the part of the Supplier is limited to (i) repair of the maintenance work carried out by the Supplier and (ii) repair or replacement of the parts used by the Supplier, and expressly does not extend to (other) parts of the asset or the asset as a whole.
- 11.6. Damage as a result of malfunctions of and/or damage to a Client's asset is exclusively at the expense of the Client, unless the damage is attributable caused by the Supplier.
- 11.7. The Supplier reserves the right not to execute the Performance in whole or in part if it concerns assets or parts thereof that can no longer be properly and safely maintained in view of (the end of) their technical lifespan or for other reasons.

12. Obligations of the Client regarding contracting

- 12.1. The Client is responsible for making the working site freely available and to protect the under, above or surrounding movable and immovable property against damage as a result of the offered manner of execution of the Performance. The Supplier is not liable for damage to the bottom, top or surrounding objects on site, unless the damage is the result of an attributable shortcoming on the part of the Supplier or is otherwise unlawfully caused by the Supplier.
- 12.2. The Client shall ensure in a timely manner and free of charge that an adequate energy and water connection is made available for the purpose of the Performance. The Client will also ensure that the persons executing the Performance can make use of the necessary facilities, such as sanitary facilities, break room, storage space, etc.
- 12.3. Insofar as the Performance also consists of commissioning by the Supplier, the Client will provide necessary and suitable facilities, such as connections and grid infrastructure, and the Client guarantees that these meet the legal requirements and the technical requirements set by the Supplier.
- 12.4. The Supplier is not responsible for the operation of installations, systems, connections, networks or other items installed and/or managed by third parties.
- 12.5. The Client is responsible for the dismantling, removal, recycling or other processing of old installations, parts, building materials and other materials, unless otherwise agreed in writing.
- 12.6. Where applicable, the installations and employees supplied by the Supplier will be inspected for quality by means of a random check. These inspections are carried out by or on behalf of the certifying body and/or the accreditation authority. The Client is obliged to cooperate with these inspections and to provide unimpeded access to its location(s) where the work is being carried out, or has been carried out.

13. Complaints

- 13.1. The Client is obliged to check each (partial) delivery whether the Performance complies with the agreement.
- 13.2. Complaints regarding visible defects in the Performance must be submitted in writing to the Supplier within fourteen (14) calendar days after delivery thereof by the Client, with a detailed description of the complaint. Complaints regarding invisible defects in the Performance must be submitted in writing to the Supplier within fourteen (14) calendar days of discovery, or at least after the invisible defect could reasonably have been discovered. If the Client does not complain in time, the right to complain lapses, unless the Client is a consumer.
- 13.3. The Client is obliged to cooperate with the Supplier's reasonable investigation with regard to the complaint. If the Supplier determines that a complaint is unfounded, the costs incurred by the Supplier to investigate the complaint, such as the investigation costs and transport costs, will be borne by the Client.

- 13.4. If it is established that the Performance does not comply with the agreement, the Supplier is obliged, solely at the discretion of the Supplier, to replace or repair the Performance or to grant a proportional (pro rata) discount on the price. Minor deviations and differences in the Performance compared to the offer that fall within what is permissible according to Dutch commercial practice can never constitute a ground for complaints.

14. Retention of title

- 14.1. Until the ownership of the Performance has been transferred to the Client, the Client is not permitted to pledge, dispose of or otherwise encumber the Performance delivered by the Supplier. The Client is obliged to keep the goods delivered subject to retention of title carefully and recognisably as the property of the Supplier. The Client is also obliged to insure these goods against damage and loss.
- 14.2. If the Client fails to fulfil its obligations towards the Supplier, or if the Supplier has good reason to fear that the Client will fail to fulfil those obligations, the Supplier is entitled to repossess the goods delivered. To this end, the Client grants unconditional access to the relevant location where the goods are located, including the equipment required to prepare the goods in question for transport. Costs for the retrieval of delivered goods are for the account of the Client.

15. Warranty

- 15.1. Only insofar as the Performance concerns the delivery of goods and/or contracting, the Supplier will provide a guarantee on the Performance of twelve (12) months from the day of delivery, unless otherwise agreed in writing. If defects occur within this period, they will be repaired or replaced, at the Supplier's discretion free of charge. In the event of replacement, the Supplier becomes the owner of the parts that have been replaced.
- 15.2. The Client is only entitled to invoke the guarantee if it informs the Supplier in writing within fourteen (14) calendar days after it has discovered or could reasonably have discovered the defect, stating a detailed description of the defect and its discovery.
- 15.3. In the case of movable property, the Client will return the Performance after consultation. Unannounced returns will not be processed.
- 15.4. If a defect is not the result of an attributable shortcoming on the part of the Supplier, the warranty does not apply. The warranty excludes, among other things: a) normal wear and tear; b) assembly/installation or repair by third parties without the permission of the Supplier, including the Client; c) the application of any government regulation concerning the nature or quality of the materials used; d) materials or items used in consultation with the Client; e) materials or goods that have been provided by the Client to the Supplier for processing; f) materials or goods, working methods and constructions, insofar as applied on the express instructions of the Client, as well as the materials and goods supplied by or on behalf of the Client; g) failure

to use the Performance in accordance with its intended purpose, h) negligent or incompetent acts or omissions by or on behalf of the Client, i) errors or defects in information provided by or on behalf of the Client, j) external causes, and k) insufficient maintenance and overload.

- 15.5. Unless otherwise agreed, only a guarantee is given on the due execution of the repair work, for a period of six (6) months. This guarantee includes the sole obligation of the Supplier to re-perform the relevant work, insofar as it is unduly performed.
- 15.6. If the Client is a consumer, this warranty applies in addition to, and not to limit, the consumer's statutory rights.

16. Termination

- 16.1. The Supplier may terminate the agreement in whole or in part without notice of default and without judicial intervention by means of a written notification with immediate effect if the Client is granted a suspension of payments, whether or not provisionally, if bankruptcy is filed or obtained in respect of the Client, if its business is liquidated or terminated other than for the purpose of reconstruction or merger of companies, or if the Natural Persons Debt Restructuring Scheme is applicable. The Supplier is never obliged to pay any compensation to the Client because of this termination.
- 16.2. In addition to the statutory grounds for termination, the Supplier may terminate the agreement in whole or in part without notice of default and without judicial intervention by means of a written notification with immediate effect if the Client does not comply with the statutory or otherwise applicable safety requirements and rules with regard to its location where the Performance is executed.
- 16.3. In the event of an early termination of the agreement, the Client is obliged to compensate the Supplier (i) for the part of the Performance that has already been performed but has not been paid, and (ii) furthermore for the reasonable costs, damage and loss of profit as a result of the termination to the Supplier. Subsection (ii) does not apply if the termination is the result of an attributable shortcoming on the part of the Supplier.
- 16.4. Insofar as the agreement concerns a continuing performance agreement, the Supplier has the right to terminate the agreement in whole or in part with a notice period of two (2) months, without being obliged to pay any compensation to the Client. Contrary to the above, both the Supplier and the Client, if the latter is a consumer, may terminate the agreement with due observance of a notice period of one month.
- 16.5. In the event of a termination of a continuing performance agreement, whereby the Client periodically pays in advance for the Performance, the Supplier will refund the amount paid in advance, insofar as it concerns a period after the termination has been completed. Instead, the Supplier may also charge the Client for the costs reasonably incurred or the fee for the Performance already performed, insofar as these costs and/or fee exceed the amount already paid in advance.

17. Liability

- 17.1. If and insofar as the Supplier's liability towards the Client is established, the Supplier's liability, per order if it concerns a framework agreement, is limited to the compensation of the direct damage up to a maximum of:
- three (3) times the price paid at that time in respect of an order with a value of up to and including € 10,000;
 - one and a half (1.5) times the price paid at that time in respect of an order with a value up to and including € 50,000; or
 - one (1) time the price paid at that time in respect of an order with a value of more than € 50,000,--.
- 17.2. The Supplier is not liable to the Client for indirect damage and/or consequential damage, including loss of profit, missed savings, damage due to business interruption, loss of production, lost business opportunities, loss of goodwill, environmental damage, reputational damage, pure economic damage, etc.
- 17.3. The Supplier does not offer any guarantee and accepts no liability whatsoever for any form of damage, consequential damage or costs, direct or indirect, arising from the use, storage, treatment, removal or management of foam concentrates or other products based on PFAS or similar substances by the Client, its personnel or third parties. The Client expressly declares to be aware of the nature, properties and known and potential risks associated with the use of PFAS and accepts them in full. The Client is fully responsible for complying with all applicable laws and regulations regarding the use, storage, treatment and disposal of PFAS-containing products, including but not limited to environmental legislation, safety regulations and any required remediation measures or obligations arising from changes in regulations, both during and after the performance of the agreement. The Supplier shall not be liable for any direct, indirect, consequential or special damages, including costs and damages related to soil remediation, loss of profits, litigation costs and other related costs arising out of, or related to, PFAS contamination, regardless of the legal basis on which the claim could be based. This exclusion of liability also applies to any changes in laws or regulations regarding PFAS after the time of delivery. The exclusion of liability in this paragraph does not apply in the event of intent and/or deliberate recklessness on the part of the Supplier.
- 17.4. Claims of the Client lapse if they are not submitted to the Supplier in writing and substantiated within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claim.
- 17.5. The Client's legal claim for damages against the Supplier will lapse after one year, or if the Client is a consumer, after the Client has protested in this respect.
- 17.6. The restrictions included in this article do not apply in the event of damage resulting from intent or deliberate recklessness on the part of the Supplier.

18. Force majeure

- 18.1. Force majeure as referred to in Article 6:75 of the Dutch Civil Code also includes: war, threat of war, riot, terrorism, strike, transport difficulties, weather conditions, pandemic (a virus, flu or disease that has been declared a pandemic by the WHO), supply shortages, fire, regulations issued or to be issued by the government that prevent compliance with the agreement, import and trade bans, non-compliance with the obligations due to a force majeure event regarding the suppliers of the Supplier, natural and/or nuclear disasters, and failures or shortcomings in energy/water supplies, in communication links or in third-party equipment or software. Force majeure also exists if the cause of the force majeure lies with a supplier of the Client, unless the cause concerns an attributable shortcoming.
- 18.2. If the force majeure situation has lasted longer than ninety calendar days, both the Supplier and the Client may terminate the part of the agreement to which the force majeure relates in writing.
- 18.3. If, during a force majeure situation, the performance of the agreement is prevented because a product or service is not available (in time), the Supplier may offer an objectively equivalent product or service in addition to the right to an extension of the term. Insofar as the Client is a consumer, replacement can only take place with the consent of the Client.

19. Intellectual property

- 19.1. The intellectual and industrial property rights to all Performances to be delivered and delivered to the Client (including the associated data, documents and information of the Supplier) remain vested in the Supplier or in third parties involved by the Supplier. Subject to full payment of the price, the Supplier grants the Client a non-exclusive, revocable and non-transferable right of use insofar as this is necessary to be able to use the Performance as referred to in the agreement.
- 19.2. The Client may only use software supplied by the Supplier in its own company, office, institution or organisation and only for the installation for which the right of use has been granted. The Client is not permitted to reproduce or make copies of the software supplied. The source code of the software supplied and the technical information generated during its development will not be provided to the Client.

20. Data processing and AI

- 20.1. Unless otherwise agreed in writing, both parties may process personal data of the other party in connection with the performance of the agreement. In doing so, the parties each determine independently of each other whether and which personal data they process, and each qualifies as a controller within the meaning of the General Data Protection Regulation ("GDPR"). When processing personal data, parties comply with the GDPR and other applicable privacy laws and regulations.

- 20.2. If necessary on the basis of applicable privacy laws and regulations, the parties make further agreements about the processing of personal data, for example in the form of a processing agreement.
- 20.3. Insofar as this results from the agreement, the nature of the Performance or the actual performance thereof, the Supplier may make use of artificial intelligence applications and AI-supported analysis and detection systems in the execution of the Performance, including systems for analysis of camera images, pattern recognition, filtering or reduction of false alarms and other supporting processes within the Supplier's security and fire safety services. The Client does not acquire independent access to or right of use to these AI systems, unless otherwise agreed in writing.
- 20.4. The AI-systems referred to in paragraph 3 shall be used only as an ancillary measure and shall not replace human judgement or expert assessment, unless expressly agreed otherwise in writing and permitted by applicable laws and regulations. Output from AI systems can be incorrect, incomplete, or not up to date. The Supplier makes every effort to ensure the careful use of AI systems, but does not guarantee that AI-assisted analysis or detection is error-free or correctly identifies all relevant situations.
- 20.5. Unless expressly agreed otherwise in writing, the use of AI systems does not include biometric identification, biometric categorization or emotion recognition of natural persons. If and to the extent that such applications are agreed, the parties will make further agreements in advance about the applicable legal requirements, including the AI Act, the GDPR and other applicable laws and regulations.
- 20.6. The parties shall comply with their respective obligations under applicable laws and regulations relating to artificial intelligence, data protection, camera surveillance and security. Insofar as the Client is responsible for the location, systems, end users, employees, visitors or other data subjects to which the Performance relates, the Client shall ensure that there is a lawful basis, appropriate provision of information and other necessary measures towards those data subjects. The Supplier will provide the Client with the information about the AI-supported functionalities used by the Contractor that is reasonably necessary to be able to meet those obligations.
- 20.7. The Supplier may change, replace, expand or terminate the AI systems that it deploys internally. If such a change is reasonably expected to have material consequences for the agreed functionality of the Performance, the processing of personal data, security, the continuity of the Performance or compliance with applicable laws and regulations, the Supplier will inform the Client thereof insofar as this is reasonably possible and relevant.

21. Data

- 21.1. This article applies if and to the extent that the electronic goods supplied, installed, maintained, managed or otherwise supported by the Supplier as part of the Performance qualify as connected products within the meaning of Regulation (EU) 2023/2854 on

harmonized rules on fair access to and fair use of data, as amended or replaced from time to time (the "Data Act"). The definitions from the Data Act are also used as such in this article, unless the context clearly indicates otherwise.

- 21.2. Depending on the actual provision of services, the Supplier qualifies as a provider of connected products and/or related services and, insofar as it has lawful access to or control over data generated by connected products or related services by virtue of maintenance, monitoring, management, service provision or otherwise, as a data holder within the meaning of the Data Act.
- 21.3. Insofar as the Client is a user, it grants the Supplier, for the duration of the agreement and thereafter to the extent necessary or reasonably useful for the purposes described in this article, the right to collect non-personal product data and data from a related service that are generated by the use of the connected product or service, store, consult, analyze, combine, enrich, use, and otherwise process. This right of use in any case includes all use by the Supplier for the purpose of executing the Performance, the development of new or improved products and services, benchmarking, reporting, administration, invoicing, risk management, insurance purposes, dispute resolution and compliance with applicable laws and regulations. The Client will not assert any claims that prevent or restrict the use by the Supplier agreed in this article, except insofar as mandatory law opposes this.
- 21.4. The Supplier may share the non-personal product data and data of a related service with third parties insofar as this is relevant to the execution of the agreement, for internal purposes and/or insofar as this is required by law, unless this is in conflict with the Data Act or other laws and regulations.
- 21.5. Insofar as the Client is entitled to access to 'readily available data' on the basis of the Data Act, such access only applies to data that the Supplier lawfully holds as a data holder, that are technically available without disproportionate effort and that must actually be made available to a user on the basis of the Data Act.
- 21.6. Without prejudice to the other grounds for refusal in the Data Act and other laws and regulations, the Supplier may restrict, phase, suspend or refuse access to data vis-à-vis the Client on the basis of Article 4 paragraph 2 of the Data Act.
- 21.7. The Client will use the data made available by the Supplier exclusively for its own internal business purposes and insofar as this is compatible with the agreement, the Data RegActulation and other applicable laws and regulations. The Client is responsible for the lawfulness of its own use of the data, including compliance with the GDPR, applicable telecommunications and cybersecurity rules, intellectual property rights, trade secrets, export controls, sanctions regulations and sector-specific energy and infrastructure regulations.
- 21.8. If the Client requires the Supplier to make data available to a third party, that request will only be

considered valid if it is submitted in writing, is sufficiently specific, is accompanied by all verification and security information reasonably required by the Supplier and if refusal of the request is not possible on the basis of the Data Act.

- 21.9. The Supplier may agree with a data recipient on a fee and other commercial terms and conditions for making data available, insofar as the Data Act allows this.

22. Screening, compliance and export control

- 22.1. The Supplier may screen (potential and existing) Clients, end users and other parties involved in the context of applicable sanctions regulations and other legal obligations in the field of compliance. In doing so, the Supplier may make use of (automated) third-party screening systems. To the extent that personal data is processed or transferred outside the EEA during screening, this will be done in compliance with the GDPR and applicable safeguards.
- 22.2. The Supplier is entitled to refuse an assignment, to suspend the execution of the Performance or to terminate an existing agreement in whole or in part with immediate effect, if:
- the screening as referred to in paragraph 1 of this article leads to an unfavourable outcome; or
 - the transaction, supply or provision of services is or threatens to violate applicable laws and regulations in the field of sanctions, export control or other compliance requirements as referred to in this article.
- In that case, the Supplier is not obliged to (further) perform its obligations. The Supplier retains the right to recover demonstrable damage and costs it suffers as a result from the Client, to the extent permitted by law, without the Client being able to claim any compensation in this respect.
- 22.3. Client undertakes to strictly comply with all applicable export control regulations and (international) sanctions laws and regulations, insofar as applicable. The Client declares to be fully aware of the content of the relevant regulations.
- 22.4. The Supplier periodically screens its employees if this is relevant to the position of the employee in question. If the Client wishes to have an additional screening, the Supplier will charge the additional costs for this.

23. Confidentiality

- 23.1. The Client and the Supplier are obliged to keep confidential all information they receive from the other in any form or manner whatsoever, and of which they can reasonably suspect that this is confidential information. Confidential information includes, among other things: non-public information relating to financial or technical data, relationships, organisational processes and trade secrets, access data, intellectual property rights, organisation-specific working methods, offers, etc., which the receiving party did not already have in its possession or lawfully received through any other means. The receiving party shall take all reasonable steps to ensure that the confidential information remains confidential.

- 23.2. The preceding paragraph does not apply if a party is legally obliged to disclose the information.
- 23.3. Insofar as the Supplier works at the Client's location(s), the Supplier has the right to visibly indicate to the public that the Performance is executed by the Supplier at the location in question.

24. Code of Conduct

- 24.1. The Client has taken note of the Supplier's Code of Conduct for Business Conduct and Ethics ([API-Code-of-Business-Conduct-and-Ethics-January-2024.pdf](#)) and undertakes to strictly comply with its provisions.

25. Governing Law and Dispute Resolution

- 25.1. These general terms and conditions, the agreement and all agreements arising from them are exclusively governed by Dutch law, to the exclusion of the rules of private international law and the Vienna Sales Convention.
- 25.2. All disputes that arise between the parties as a result of these general terms and conditions, the agreement or agreements arising from it will be settled by the competent court of the district where the Supplier has its registered office, unless another court has jurisdiction on the basis of mandatory law.