

GENERAL TERMS AND CONDITIONS **SUPPLIERS**

January 2025

Of ID & T Enterprise B.V., with its registered office and place of business at Isolatorweg 36, 1014 AS, Amsterdam, with Chamber of Commerce number 34166780 and VAT number NL810705667B01 and all companies affiliated with it, hereinafter referred to as "ID&T Enterprise."

Article 1 - DEFINITIONS

1.1 **'Request'** refers to: each request of ID&T Enterprise to a Supplier for issuing an offer.

1.2 **'General Terms and Conditions'** refers to: the whole of the provisions as included hereinafter.

1.3 **'Supply'** refers to: a delivery that is made available to ID&T Enterprise or a third party appointed by ID&T Enterprise.

1.4 **'Order'** refers to: each written (including by email) order of products, services, or a combination thereof from ID&T Enterprise to a Supplier.

1.5 **'Services'** refers to: activities to be carried out by order of ID&T Enterprise, such as installing products, operating equipment and devices, maintaining Software or Hardware.

1.6 **'Documentation'** refers to: the written documents or other written information containing a description of the functioning and use of (parts of) a delivery by a Supplier.

1.7 **'Right of use'** refers to: each right that gives ID&T Enterprise the authority to use a work on which an intellectual property right is vested, or part of that, without infringing on the intellectual property right, irrespective of the legal qualification or the manner of transfer or delivery of this right to ID&T Enterprise.

1.8 **'Hardware'** refers to: computer devices, peripheral devices, parts thereof, as well as other forms of devices as described in an offer or request for an offer.

1.9 **'Leasing'** refers to: products being made available to ID&T Enterprise, under a title other than purchase, with or without transfer of economic risk, to enable ID&T Enterprise to have the products at its full disposal during the economic lifespan of said products.

1.10 **'Supplier'** refers to: the person that has contracted or intends to contract ID&T Enterprise within the framework of deliveries to ID&T Enterprise.

1.11 **'Delivery'** refers to: the whole or part of the delivered products, services, or a combination thereof, to which the Agreement relates, based on purchase or lease.

1.12 **'Offer'** refers to: each offer made by a Supplier to ID&T Enterprise, aimed at providing products by means of purchase, rent, or lease; services, or a combination of the above by the Supplier to ID&T Enterprise.

1.13 **'Agreement'** refers to: each contractual relationship between ID&T Enterprise and Supplier aimed at providing products by means of purchase, rent, or lease, services, or a combination thereof by Supplier to ID&T Enterprise.

1.14 **'Price'** refers to: the agreed-upon purchase price, rental price, and/or owed compensation for the products to be delivered and/or services to be provided by the Supplier.

1.15 **'Software'** refers to: computer programs in a form readable for a data-processing machine and recorded on machine-readable materials, as well as the accompanying documentation and the rights of use thereof, including possible new versions and/or updates to be provided by the Supplier.

Article 2 - APPLICABILITY

2.1 The General Terms and Conditions apply to all orders, requests, and negotiations by or on behalf of or due to ID&T Enterprise, as well as the arising Agreement. The applicability of any form of general terms and conditions of the Supplier is explicitly excluded.

2.2 The general terms and conditions of the Supplier that the Supplier wishes to declare applicable to offers or agreements of ID&T Enterprise do not apply unless ID&T Enterprise explicitly and in writing agrees to the applicability of such conditions.

Article 3 - CONTRACT NEGOTIATIONS

3.1 ID&T Enterprise can terminate negotiations about an Agreement that is yet to arise at any desired moment.

3.2 In case of terminated negotiations, the Supplier can never demand a continuation of the negotiations or require ID&T Enterprise to pay compensation for costs made or suffered or yet-to-suffer damages, irrespective of whether damages exist or how these damages arose.

Article 4 - ENFORCEABILITY OF ORDERS AND FURTHER AGREEMENTS

4.1 Requests made by or on behalf of ID&T Enterprise will never lead to enforceable obligations of ID&T Enterprise.

4.2 Agreements, orders, verbal orders, accepted offers, requests, as well as verbal agreements, conditions that are intended to be part of the Agreement, and alterations of and additions to Agreements are only binding to ID&T Enterprise if these have been signed or explicitly confirmed in writing by an authorised representative of ID&T Enterprise.

4.3 If the Supplier accepts an order of ID&T Enterprise, ID&T Enterprise has the right to revoke the order within 14 (fourteen) days, in which case no Agreement has been concluded between the parties.

4.4 Individual orders from ID&T Enterprise that do not fall under an Agreement shall lapse, barring a different written announcement of ID&T Enterprise, if these have not been accepted by the Supplier in writing within 30 (thirty) days.

Article 5 - ANNOUNCEMENTS

5.1 Unless determined otherwise in writing, all announcements that concern the (implementation of the) Agreement must be made in writing.

5.2 Claims regarding compliance and notice of default can be made by mail or email. These claims must clearly describe the alleged shortcoming, indicate what is demanded, and contain a reasonable term for rectifying the alleged shortcoming.

5.3 What has been determined in the second paragraph also applies for setting any other term and exercising a right of dissolution ("ontbinding") of the Agreement. When exercising a right of dissolution ("ontbinding"), the grounds for doing so must clearly be described.

Article 6 - CONFIDENTIALITY

6.1 The Supplier guarantees the confidentiality of particulars or information of which it has become aware within the framework and execution of the Agreement, whether obtained directly through an announcement of ID&T Enterprise or indirectly, through its own observations, and will not provide this to third parties or to persons within its company for whom the Agreement does not give rise to the need for possession of this information.

6.2 Supplier will not use the information intended in the previous paragraph for other purposes than the implementation of the Agreement.

6.3 Supplier is legally in default following a single violation or non-compliance with that which has been determined in articles 6.1 and 6.2 and will owe an immediately due fine to ID&T Enterprise of € 10.000,- (ten thousand euro) per violation, to be increased by € 500,- (five hundred euro) for each day or part of the day that the violation and/or non-compliance continues. In addition to the above, ID&T Enterprise reserves the right to seek full compensation for damages. Compliance with the obligation to pay the fine does not release the Supplier from the obligations under articles 6.1 and 6.2.

Article 7 - INTELLECTUAL PROPERTY RIGHTS

7.1 Insofar as the Supplier could exercise any intellectual or industrial property rights — including copyrights and/or related rights — these are deemed to have been fully and unconditionally transferred to ID&T Enterprise upon entering into this Agreement. Additionally, the Supplier waives all its possible moral rights or agrees not to invoke them. If the transfer of such rights is not legally valid, the Supplier is obligated to provide the necessary written consent and/or sign a deed of transfer upon the first request of ID&T Enterprise. This ensures that the aforementioned rights are transferred to ID&T Enterprise and/or its affiliated entities free of charge. ID&T Enterprise will thereby have the right to exploit, publish, and/or reproduce the Supplier's Deliverables worldwide, in any manner or form, whether presently known or developed in the future, at its sole discretion. Compensation for this transfer and exploitation of rights is included in the Price stipulated in the Agreement.

7.2 All intellectual and/or industrial property rights concerning the names, logos, and publicity materials of ID&T Enterprise, as well as other entities within The Superstruct Entertainment Limited Group (of which ID&T Enterprise forms a part), remain vested in ID&T Enterprise and/or its affiliated entities. These General Terms and Conditions, or any Agreement, do not transfer intellectual property rights to the Supplier nor grant a license to use these rights. The Supplier may not publish, reproduce, or otherwise utilize these rights without prior written consent from ID&T Enterprise and/or its affiliated entities.

7.3 If the Supplier engages third parties for the execution of the Agreement, the Supplier guarantees that these third parties have fully transferred all intellectual and/or industrial property rights to the Supplier, including but not limited to copyrights and related rights, and have waived any moral rights. This ensures that the Supplier can fully transfer these rights to ID&T Enterprise.

7.4 The Supplier guarantees exclusive ownership of all rights granted or transferred to ID&T Enterprise under the Agreement and confirms it is legally free and authorized to enter into the Agreement. The Supplier indemnifies ID&T Enterprise against any claims arising from this guarantee.

7.5 Any materials provided by ID&T Enterprise to the Supplier for use in executing an order under the Agreement remain the property of ID&T Enterprise. The Supplier is not permitted to use these materials or related rights for any purpose other than fulfilling the order under the Agreement.

Article 8 - PERSONAL DATA

8.1 If the Supplier processes personal data as defined in the General Data Protection Regulation (GDPR) in connection with executing the Agreement, the Supplier guarantees that it will do so in full compliance with applicable legislation (including the GDPR) and will inform ID&T Enterprise accordingly.

8.2 If the Supplier qualifies as a processor under the GDPR, the parties will enter into a data processing agreement based on ID&T Enterprise's model agreement

Article 9 - PRICES

9.1 Barring different written agreements, the agreed-upon prices are binding to both parties and are deemed to include at least all costs and rights such as transport costs, delivery costs and insurance, import duties, packaging, and the like.

9.2 Unless expressly agreed in writing, a fixed price will be quoted and will apply for the provision of the services. Additional work will only be charged if a provision for this has been included in the Agreement, or if an authorized person, as intended in article 4 paragraph 2, has consented to the additional work and the costs for this have been announced beforehand.

Article 10 - TIME AND METHOD OF DELIVERY

10.1 Delivery times stated or agreed upon in the Offer, Order, Agreement, or other commitment are – unless explicitly agreed otherwise – final deadlines within the meaning of article 6:83 of the Dutch Civil Code. When a delivery time as intended in paragraph 1 is unreasonably exceeded, ID&T Enterprise reserves the right to have the Supplier pay an immediately due fine (other than damages) to ID&T Enterprise to the amount of one and a half percent of the entire invoice value of the Agreement, up to a maximum of 20% (twenty percent) of this value. The indebtedness of a fine as referred to in this article does not affect ID&T Enterprise's right to full compensation.

10.2 Supplier is obligated to inform ID&T Enterprise immediately in case an agreed-upon delivery time is exceeded.

10.3 ID&T Enterprise is not obligated to inspect the delivered goods upon receipt or use.

10.4 If ID&T Enterprise purchases goods from the Supplier, the property right is transferred to ID&T Enterprise upon delivery.

Article 11 - RISK TRANSFER

All risks regarding goods to be delivered by the Supplier that were purchased by ID&T Enterprise are transferred to ID&T Enterprise upon delivery of these goods. At that moment, ownership of these goods is also transferred to ID&T Enterprise, unless the parties have explicitly agreed upon retention of ownership, leaving that which has been determined in article 14 intact.

Article 12 - PLACE OF DELIVERY

12.1 ID&T Enterprise has at any time the right to have a delivery delivered by a Supplier at the location that ID&T Enterprise indicates, including any location where an event takes place, which will then be the place of delivery.

12.2 If the Order by ID&T Enterprise concerns products that must be installed by the Supplier (including but not limited to light devices and props), the place of delivery is the exact place where these products – upon the indication of ID&T Enterprise – must be installed.

12.3 In case of rent, the Supplier must deliver and retrieve the products at the place of delivery, whereby the Supplier must comply with the indications of ID&T Enterprise.

Article 13 - CHANGES

ID&T Enterprise has the right to change the Order by means of a written request that includes a reasonable term for the date of delivery. A reasonable term refers to the usual terms in the entertainment sector in the broadest sense of the word, considering changes that must be made on short notice before final deadlines, such as final rehearsals and suchlike.

Article 14 - COMPLIANCE/WARRANTY

14.1 The Supplier must deliver a performance that meets the Agreement and guarantees – leaving possible guarantees agreed upon later intact – that deliveries meet the reasonable quality standards, given the nature of the performance.

14.2 Supplier guarantees that the delivered products and/or services and possible accompanying documentation meet all (semi-)legal regulations, including the Working Conditions Act and export legislation and regulations, and indemnifies ID&T Enterprise against claims by third parties (including employees of ID&T Enterprise) for damages that were or are caused as a result of failure to adhere to (semi-)legal regulations.

14.3 The Supplier guarantees, for a period that is customary for the product or services concerned, with a minimum term of 12 (twelve) months and in case of rent during the full rental period, from the moment of delivery of the products, software, or hardware, or from the moment a service is provided, that these products, software, or hardware function (if applicable) in accordance with the Agreement, the specifications as stipulated in the documentation and/or the reasonable expectations of ID&T Enterprise, or that the result of the services or the delivered product, meets the order of ID&T Enterprise and meets the criteria as mentioned in the offer and the agreement.

14.4 The Supplier will repair faults in products, software or hardware, or the result of services discovered by ID&T Enterprise immediately, upon ID&T Enterprise's first request, within the warranty period mentioned in article 14.3. Supplier will carry out this repair at a location appointed by ID&T Enterprise, if desired being a third-party location.

14.5 Supplier guarantees that, with regard to natural persons involved by it in the compliance with the Agreement, all premiums regarding

national social security and employee social insurance and all taxes, in particular wage and turnover taxes, have been or will be paid within the applicable (legal) payment terms. The Supplier fully indemnifies ID&T Enterprise against any liability that may arise for ID&T Enterprise from the failure to (timely) comply with the Supplier's payment obligation of the aforementioned premiums and taxes.

14.6 The Supplier indemnifies ID&T Enterprise against claims by third parties, including government agencies, for compensation of damages suffered and/or to be suffered as a result of shortcomings in the delivered products and/or the delivered services, including lack of safety thereof in the sense of regulations regarding product liability, and for compensation of damages, including fines, as a result of any (non) action of the Supplier, its personnel and/or auxiliary persons (including possible subcontractors) in the compliance of the Agreement, including carrying out a faulty (wage) administration and the lack of required permits and licenses.

Article 15 - REJECTION

15.1 ID&T Enterprise has at any time the right to subject the products, software, hardware, or results of services or accompanying goods and/or activities to an interim or final test. This test may take place before, during, or within a reasonable time after delivery. The supplier offers the required help and facilities to ID&T Enterprise for this purpose within reasonable limits.

15.2 If and insofar as the products, software, hardware, or results of services or accompanying goods and/or activities must have the properties of which the presence can be established for the first time after installation, mounting, or integration, then the interim or final test will take place as soon as the performance or the object the performance is intended for is completed.

15.3 If a delivery, in the opinion of ID&T Enterprise, fully or partly fails to meet the agreement (non-conformity), ID&T Enterprise will endeavor to report this to the supplier after delivery with appropriate urgency and in any case within the warranty term as stated in article 14.3.

15.4 The supplier may never exercise a right of suspension if it is of the opinion that ID&T Enterprise has not met its obligations. In such a case, the supplier will only have a right to a claim for compliance and/or alternative compensation.

15.5 In case ID&T Enterprise makes an announcement as intended in paragraph 3 of this article, the risk of the products is, in case of purchase, never deemed to have been transferred to ID&T Enterprise, without prejudice to the right of ID&T Enterprise to use the delivery fully or partly as it sees fit.

15.6 Full or partial payment by ID&T Enterprise of a delivery does not diminish the power of ID&T Enterprise according to this article.

Article 16 - FORCE MAJEURE (NON-CULPABLE SHORTCOMING)

16.1 ID&T Enterprise is not obligated to purchase the performance delivered by the supplier and is also not obligated to comply with its obligations if ID&T Enterprise partly or fully cancels the event as a result of force majeure on the side of ID&T Enterprise, including one or multiple of the following circumstances: work disability of, or failure of compliance by the artist(s) of its obligations, the failure of (other) suppliers of ID&T Enterprise to comply with their obligations, governmental measures, including suspension or revocation of a permit, transport issues, fire, strike, work interruptions, epidemic, closing of the event location, inaccessibility of the location of the event, uproar, war conditions or (threat of) a terrorist attack, national mourning resulting from the death of a member of the royal family or government, (extreme) weather conditions, and all other circumstances that occur independent of the will of ID&T Enterprise, such as but not limited a disappointing ticket sales. In case of force majeure, ID&T Enterprise has the right to suspend the execution of the agreement without legal interference, or to consider the agreement to be dissolved ("ontbonden") effective immediately, or to dissolve ("ontbinden") it without ID&T Enterprise being obligated to pay any compensation of damages or the like. If and insofar as ID&T Enterprise has already made any deposit to the supplier, the supplier will return this to ID&T Enterprise, barring insofar as this compensation is related to any performance the supplier has already delivered.

16.2 The supplier exclusively has the right to appeal to force majeure if the supplier fails to comply with its obligations and this failure is not its fault, and for which the supplier cannot be held accountable following the law, general accepted standards, or pursuant to what is stated below.

16.3 Parties explicitly do not include in force majeure on the side of the supplier the following circumstances: non-timely performance by any supplier or other contractor of the supplier; shortage of personnel, strike, absence through illness, production interruptions, and fire in the supplier's company; unsuitability of or flaws in auxiliary and (transport) means and other goods of which the supplier makes use in the execution of the agreement; behaviors of persons the supplier makes use of during the execution of the agreement; transport issues, traffic impediments, stagnation of transport with the transport means selected by the supplier; loss of or damage to materials during transport by or on behalf of the supplier; governmental measures, including import, export, and transit prohibitions of goods to be delivered by the supplier; failure to meet the governmental requirements or permit requirements, other standards, and guidelines by the supplier.

16.4 If the supplier invokes its right of force majeure towards ID&T Enterprise, whether justly or unjustly, ID&T Enterprise has the right to consider the agreement to be dissolved ("ontbonden") effective immediately without legal interference, or to dissolve ("ontbinden") it without ID&T Enterprise being obligated to pay any compensation of damages or the like. If and insofar as ID&T Enterprise has already made any payment to the supplier, the supplier will return this to ID&T Enterprise, also when this compensation is related to any performance the supplier has already delivered.

Article 17 - PAYMENT

17.1 Barring other written agreement, ID&T Enterprise will pay the agreed-upon price within 30 (thirty) days after receiving a correct and proper invoice (including PO-number) to the relevant e-mail address. Payments shall be made in Euros.

17.2 The supplier will not draw up an invoice before the goods concerned have been delivered to ID&T Enterprise, unless explicitly agreed otherwise in writing.

17.3 The supplier will issue its invoice no later than 6 (six) weeks after delivery under the correct name to ID&T Enterprise.

17.4 The supplier will mention the ID&T Enterprise event concerned on all invoices and will ensure the correct addressing to the correct enterprise of ID&T Enterprise.

17.5 In case of late payment, ID&T Enterprise owes the statutory commercial interest rate after a notice of default. If collection fees are paid, these are to be paid by the supplier.

17.6 ID&T Enterprise is always authorized to settle claims of the supplier on ID&T Enterprise with claims that ID&T Enterprise, or an enterprise affiliated with ID&T Enterprise as intended in article 2:24b of the Dutch Civil Code, has on the supplier and/or enterprises affiliated with the supplier.

Article 18 - SAFETY

18.1 Insofar as the services are performed at a location outside the company spaces and/or grounds of ID&T Enterprise, the laws and (safety) regulations that are applicable at that location, as well as the regulations that have been declared to be applicable by ID&T Enterprise or its client, will be strictly adhered to by the supplier.

18.2 If the agreement and/or the related information refers to technical, safety, quality, and/or other regulations, the supplier is deemed to be aware of these and must be able to apply them, unless it informs ID&T Enterprise of the opposite immediately and in writing.

18.3 ID&T Enterprise is always authorized to refuse the involvement of employees or subcontractors involved by the supplier if, while carrying out their activities, it appears they are not able to carry out the work or part of the work in accordance with the agreement.

18.4 Before commencing the execution of the agreement, the supplier must inform itself, in collaboration with ID&T Enterprise, of all relevant facts and circumstances – including the location of cables and pipes – on the grounds and/or in the buildings where the activities will be carried out.

18.5 At the supplier's expense and risk and in consultation with the authorized administrative bodies, such as the administrators and license holders of the cables and pipes, the supplier will take all measures, including moving cables and pipes and acquiring the required public and private legislative cooperation(s) and approval(s) that are required to be able to carry out the activities. The supplier will timely ensure the necessary notifications at the Kabel- en Leidingen Informatiecentrum (KLIC, the Dutch Cable and Pipeline Information Centre) in the region where the activities are carried out.

18.6 The supplier indemnifies ID&T Enterprise against all damage and/or claims of third parties, if the third party has suffered damage because the supplier failed to comply with the applicable legislation and (safety) regulations as described in article 18.

Article 19 - TRANSFER OF RIGHTS

ID&T Enterprise has the right to fully or partly transfer its rights and obligations that it can exercise towards the supplier to third parties.

Article 20 - DISSOLUTION AND TERMINATION

20.1 Leaving the right to dissolution ("ontbinding") intact as intended in article 6:265 Dutch Civil Code, ID&T Enterprise has the right to dissolve ("ontbinden") the agreement in writing without any notice of default if:

a. The supplier applies for a suspension of payment or suspension of payment or provisional suspension of payment is granted to the supplier;

b. The supplier applies for bankruptcy or is declared to be bankrupt;

c. The enterprise of the supplier is liquidated

d. A change in control over the supplier's enterprise occurs. A change in the shareholdership whereby a third party obtains a considerable interest of at least 5% (five percent) in the supplier's enterprise or sells such an interest is considered equal to a change in control

e. The supplier terminates its enterprise or continues its business activities under a different entity;

f. A considerable part of the supplier's capital is seized.

20.2 In the event that the dissolved ("ontbonden") agreement relates to software, a termination as referred to in this article shall not affect the right of use on the software and documentation provided by the supplier to ID&T Enterprise. The same applies to other rights following article 7 of the general terms and conditions, without prejudice to the right of ID&T Enterprise to fully terminate ("beëindigen") the contractual relationship.

20.3 In case of purchase of hardware, ID&T Enterprise has at any time the right to decide to accept the possible already delivered, yet unpaid, hardware. In that case, ID&T Enterprise will pay the agreed-upon compensation.

20.4 In case the relationship between ID&T Enterprise and the supplier can be qualified as a

continuing performance agreement, ID&T Enterprise has the right to partly or fully terminate ("beëindigen") the agreement in writing effective immediately and without notice of default, if the supplier does not comply with one or multiple material obligations as included in the continuing performance agreement and/or these general terms and conditions. In this case, the supplier cannot exercise any right to any compensation of damages.

Article 21 - LIABILITY OF ID&T ENTERPRISE AND INSURANCE

21.1 The supplier is aware of the sector-specific working conditions and takes these into account in the execution of the agreement. These sector-specific working conditions include conditions that belong to (outdoor) festival grounds and large production locations, and the related risk of theft, damage, or loss of goods.

21.2 The liability of ID&T Enterprise for damage arising during the execution of the agreement or otherwise resulting from the actions of ID&T Enterprise on the side of the supplier and/or its auxiliary persons, is limited to the compensation of direct damages with a maximum of the lesser amount of the amounts owed or paid to the supplier or the amount that would be paid out by ID&T Enterprise's relevant insurance. Direct damage exclusively refers to material damage to goods and/or persons, reasonable costs made to prevent or limit direct damage and reasonable costs made to establish the cause of damage, the liability, the direct damages, and the manner of repair.

21.3 ID&T Enterprise will not be liable for indirect or consequential damage suffered by the supplier and/or its auxiliary persons, such as but not limited to direct trading loss, consequential damage, loss due to delay, loss of profit, or lost turnover. The limitation of liability included in this paragraph lapses if any damage is the result of intent or intentional recklessness of ID&T Enterprise and/or its managers. The supplier is obligated to report any occurrence of damage to ID&T Enterprise as soon as possible, but no later than one (1) month after the damage event.

21.4 The supplier always remains responsible for its own materials and/or goods. ID&T Enterprise is not liable for loss, theft, missing, or damage to materials and/or goods of the supplier, barring in case of intent or gross fault on the side of ID&T

Enterprise. The supplier indemnifies ID&T Enterprise against each claim in this matter.

21.5 The supplier declares that it is sufficiently insured and will remain sufficiently insured for the execution of the agreement for (professional) liability and other legal liabilities that are applicable. Upon the request of ID&T Enterprise, the supplier will immediately present a certified statement of its insurance policy and the proof of premium payment of the insurances. The supplier will not terminate or alter the insurance agreements or the conditions under which they are made without written consent from ID&T Enterprise.

21.6 If the supplier damages materials and/or goods in possession or management of ID&T Enterprise in the execution of the agreement due to culpable behavior, ID&T Enterprise has the right to hold the supplier liable for this damage.

21.7 The supplier indemnifies ID&T Enterprise against all claims of third parties in case the supplier's culpable behavior damages third parties and/or materials of third parties.

Article 22 - CONVERSION

If a provision from these General Terms and Conditions is void, voidable, or not enforceable, a valid provision will automatically (legally) take effect that meets the contents of the void provision as much as possible. If necessary, the parties are obligated to reasonably consult with each other regarding the contents of this new provision. In that case, the other provisions in the General Terms and Conditions will retain their validity as much as possible.

Article 23 - PERMITS, STANDARDS, GUIDELINES AND DIRECTIONS

23.1 The supplier warrants that the supplier and all goods and services provided by the supplier to ID&T Enterprise comply with all (governmental) requirements, standards, and guidelines.

23.2 The supplier warrants to ID&T Enterprise that it has obtained all permits necessary for the execution of the contract. The supplier shall, if so requested, immediately submit to ID&T Enterprise for inspection all said permits (and attached regulations) or copies thereof.

23.3 The supplier fully indemnifies ID&T Enterprise against all governmental penalties or fines and all damages suffered as a result of the supplier's incorrect or noncompliance with any

law, permit regulation, or any other governmental requirement, restriction, standard, or guideline.

23.4 The supplier is obligated vis-à-vis ID&T Enterprise to immediately follow all reasonable directions of ID&T Enterprise in connection with the performance of the agreement. ID&T Enterprise is entitled to designate so-called preferred suppliers that the other party shall use/hire in the supply of products or services to ID&T Enterprise.

23.5 The supplier warrants to ID&T Enterprise that the supplier and all its personnel, or any other contractors hired by the supplier, shall at all times act according to and comply with all obligations arising from the applicable law and regulations, including but not limited to the Working Conditions Act (Arbowet), the Working Hours Act (Arbeidstijdenwet), the Aliens Employment Act (Wet arbeid vreemdelingen (Wav)), the Compulsory Identification Act (Wet op de Identificatieplicht (WID)), and industry-specific regulations and guidelines. The supplier guarantees that all taxes and/or premiums regarding the employed or provided personnel are fully paid, and the supplier indemnifies ID&T Enterprise against all claims. ID&T Enterprise will never be regarded as the employer or the commissioning authority of any and all personnel or contractors of the supplier.

23.6 The supplier is fully liable for and fully indemnifies ID&T Enterprise against all penalties and/or fines following any breach found by the Netherlands Labour Authority (Nederlandse Arbeidsinspectie) or any other authority. Aforementioned penalties and fines will immediately be charged to the supplier.

23.7 The supplier is obliged to immediately comply with all reasonable directions from ID&T Enterprise in relation to the supplier's performance under the contract.

Article 24 - SUSTAINABILITY POLICY

24.1 The Supplier confirms to be familiar with the sustainability policy and related objectives of ID&T Enterprise, as found at <https://www.id-t.com/wecare>. The Supplier agrees to align its own operations with these objectives and to actively contribute to the sustainability of the cooperation.

24.2 The Supplier acknowledges and confirms that ID&T Enterprise is subject to the requirements of the Corporate Sustainability Reporting Directive (CSRD) and undertakes to

cooperate to fulfil these obligations. This includes providing relevant information on environmental, social, and governance (ESG) factors relating to the products and services provided by the Supplier in a timely manner. The Supplier is obliged to provide upon request of ID&T Enterprise all necessary data, documents and reports required for the preparation of CSRD reports. This information must be provided correctly, completely and on time.

Article 25 - DISPUTES

25.1 All disputes, including preliminary relief proceedings, connected to and/or arising from the General Terms and Conditions and/or Agreements to which the General Terms and Conditions apply will exclusively be judged by the competent court in Amsterdam.

25.2 ID&T Enterprise retains its right to file a claim at a court that is authorized according to the legal competency regulations.

25.3 Dutch law applies to these General Terms and Conditions.

Article 26 - TRANSLATION

In the event of any inconsistency between the original Dutch text of these General Terms and Conditions and this English translation, the original Dutch text shall prevail.