

GENERAL TERMS AND CONDITIONS SUPPLIERS

August 2023

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 actually 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, maintenance of 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 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 actually being made available to ID&T Enterprise, under a title other than purchase, with or without transfer of economic risk, in order 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 that is 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 on 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. Applicability of any form of the 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 a compensation for costs made or suffered or yet-to-suffer damages, irrespective of whether damages exist or how these damages arose.

Article 4 - ENFORCEABILITY 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 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 different written announcement of ID&T Enterprise, if these have not been accepted by the Supplier in writing within 30 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 by 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 per violation, to be increased by €500 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 property right and/or industrial property right — including any copyright and/or related right — it is deemed to have fully and unconditionally transferred this right to ID&T Enterprise by entering into this Agreement. Additionally, the Supplier waives all its possible personality rights, or will not invoke them. Should this transfer not be legal, the Supplier is obligated to, upon the first request of ID&T Enterprise, grant the required written permission and/or sign a deed of transfer in which the aforementioned rights are transferred to ID&T Enterprise and/or its affiliated partnership free of charge. ID&T Enterprise will therefore have the right to exploit the Delivery of the Supplier worldwide, publish and/or copy it, in whichever way whether in the present or the future, as

exclusively to be assessed by ID&T Enterprise. The compensation for this transfer and exploitation of rights is deemed to be included in the Price as mentioned in the Agreement.

7.2 All intellectual and/or industrial property rights with respect to the names and/or logos and/or publicity material of ID&T Enterprise and other entities of the Lifestyle Entertainment Group of which ID&T Enterprise forms part and at which events Supplier provides Services are vested in ID&T Enterprise and/or its affiliated entities. Nothing in these General Terms and Conditions and/or the Agreement is intended to transfer any intellectual property rights to the Supplier or issue a license for these rights. The Supplier is not allowed to publish and/or copy the rights mentioned in this article or use these otherwise without the prior written consent from ID&T Enterprise and/or an affiliated entity.

7.3 If Supplier has made use of or makes use of third parties for the execution of the order based on the Agreement, the Supplier guarantees that these third parties have fully transferred to the Supplier all property rights, intellectual and/or industrial property rights, including but not limited to the copyright and related rights, which they might exercise on their performances arising from the Agreement and have waived their possible personality rights, such that the Supplier is able to fully transfer all these possible rights to ID&T Enterprise.

7.4 The Supplier guarantees that it has exclusive possession of: all rights that it grants and/or transfers to ID&T Enterprise based on the Agreement and is free and authorised to enter into the Agreement. The Supplier indemnifies ID&T Enterprise against all agreements regarding this.

7.5 ID&T Enterprise holds the rights to all materials possibly delivered by ID&T Enterprise to Supplier that the Supplier uses in the execution of any order based on the Agreement. The Supplier is not allowed to use these materials or the rights resting on these materials, or any materials delivered by it to ID&T Enterprise or the rights to these, for another purpose than the execution of the

order based on the Agreement.

Article 8 - PERSONAL DATA

8.1 If the Supplier processes personal data as intended in the General Data Protection Regulation (GDPR) connected to the execution of the Agreement, it guarantees that it will do so in compliance with the applicable legislation (including the GDPR) and it will inform ID&T Enterprise thereof.

8.2 If the Supplier qualifies as a processor as intended in the GDPR, the parties will conclude a processing agreement based on a model agreement of ID&T Enterprise.

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 right such as transport costs, delivery costs and insurance, import rights, 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 authorised 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 under a 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% 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 the case that 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 The location of ID&T Enterprises is the place of Delivery.

12.2 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.

12.3 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.

12.4 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, taking into account changes that must be made on short term 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) to damage claims that was and/or is 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 twelve

(12) 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, meet the Order of ID&T Enterprise and meet 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 term(s). 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 or 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 or 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, than 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 endeavour 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 Supplier may never exercise a right of suspension if it is of the opinion that ID&T Enterprise has not met its obligations, so it will

only have a right to a claim for compliance and/or alternative compensation in such a case.

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 Fully or partly 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 for the remaining 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. 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 of auxiliary and (transport) means and other goods of which the Supplier makes use in the execution of the Agreement; behaviours 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 of 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") 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 thirty days after receiving the invoice.

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 Supplier will issue its invoice no later than 6 weeks after Delivery under the correct name to ID&T Enterprise.

17.4 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 were paid, these are to be paid by the Supplier.

17.6 ID&T Enterprise is always authorised 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 on 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 these, unless it informs ID&T Enterprise of the opposite immediately and in writing.

18.3 ID&T Enterprise is always authorised to refuse the involvement of employees or subcontractors involved by the Supplier, if while they carry 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 authorised 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 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. Supplier applies for a suspension of payment or suspension of payment or provisional suspension of payment is granted to the Supplier;
- b. 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 shareholding whereby a third party obtains a considerable interest of at least 5% in the Supplier's enterprise or sells such an interest is considered equal to a change in control;
- e. 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 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 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'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. 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 of materials and/or goods of the Supplier, barring in case of intent or gross fault on the side of ID&T Enterprise. Supplier indemnifies ID&T Enterprise against each claim in this matter.

21.5 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. 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 behaviour, ID&T Enterprise has the right to hold the Supplier liable for this damage.

21.7 Supplier indemnifies ID&T Enterprise against all claims of third parties in case Supplier's culpable behaviour 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, 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 Supplier to ID&T comply with all (governmental) requirements, standards and guidelines.

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

23.3 The Supplier fully indemnifies ID&T against all governmental penalties or fines and all damages suffered as a result of 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 to immediately follow all reasonable directions of ID&T in connection with the performance of the agreement. ID&T 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.

23.5 The Supplier warrants to ID&T that the Supplier and all its personnel or any other by the Supplier hired contractor 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

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 completely fulfilled and the supplier indemnifies ID&T against all claims. ID&T will never be regarded 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 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 on to the Supplier.

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

Article 24 – DISPUTES

24.1 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

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

24.3 The Dutch Law applies to these General Terms and Conditions.

Article 25 – Translation

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