

## 1. DEFINITIONS

In these general terms and conditions of purchase, the following definitions shall have the following meaning. The definitions will be used in both singular and plural form.

**Article** is an article of these general terms and conditions of purchase.

**Parties** are Sun Test Systems B.V. and the Supplier (as defined below) jointly (each separately: a **Party**).

**Product(s)** are all tangible items (to be) delivered to Sun Test Systems B.V. in the course of its business activities.

**Service(s)** are all services (to be) provided to Sun Test Systems B.V. in the course of its business activities.

**Sun Test** is the contracting party Sun Test Systems B.V. that applies these general terms and conditions of purchase and uses the following:

Subject	Data
Entity	Sun Test Systems B.V.
Postal address	Nijverheidslaan 15, 1382 LG Weesp, Netherlands
Phone number	+31 (0)294 46 55 00
Email	info@suntestsystems.com
Chamber of Commerce number	32034471

**Supplier** is any natural person, legal person (under public law), partnership, or fund (under public law), acting in the exercise of a profession or business, who is a party to or is involved in a (legal) act referred to in Article 2.1 of these general terms and conditions of purchase, or to whom a (legal) act referred to in that article is addressed.

**Terms and Conditions** are these general terms and conditions of purchase dated January 15, 2026, used by Sun Test and applicable to all Products and Services purchased, provided and delivered by/to Sun Test.

## 2. APPLICABILITY

**2.1** Only these Terms and Conditions apply to all deliveries of Products and Services by the Supplier to Sun Test, to all orders placed by Sun Test with the Supplier, to all agreements between Sun Test and the Supplier, and to any changes thereto, regardless of whether an agreement is or has been concluded between Sun Test and the Supplier.

**2.2** Any general terms and conditions or other terms and conditions used by the Supplier (even if the Supplier has sent these to Sun Test prior to sending these Terms and Conditions) do not apply and are expressly rejected.

**2.3** The Supplier may only invoke provisions that deviate from and/or supplement these Terms and Conditions if and insofar as they have been expressly accepted in writing by Sun Test. Such agreed deviating and/or supplementary provisions do not affect the applicability of the other provisions of these Terms and Conditions and shall only apply to the agreement for which this has been expressly agreed in writing.

**2.4** By accepting the Terms and Conditions, the Supplier also agrees to the applicability of these Terms and Conditions to all future agreements between Sun Test and the Supplier.

**2.5** If one or more provisions of these Terms and Conditions are void (*nietig*), annulled (*vernietigd*) or declared non-binding (*onverbindend worden verklaard*), the remaining provisions of these Terms and Conditions shall remain in full force and effect. In that case, Sun Test and the Supplier will agree on substitute provisions that are valid, fill the void and are closest to the content and scope of the void (*nietige*), voided (*vernietigde*) or non-binding (*onverbindend verklaarde*) provision(s).

**2.6** Sun Test may change or supplement these Terms and Conditions at any time. The most current terms and conditions can be found at <https://www.suntestsystems.com/voorwaarden/purchaseconditions>. A change in these Terms and Conditions and/or any resulting termination (*opzegging*) thereof by the Supplier shall not result in Sun Test being liable for any damages to the Supplier.

### **3. ESTABLISHMENT OF THE AGREEMENT**

**3.1** All offers and quotations of the Supplier to Sun Test, as well as all orders placed by Sun Test with the Supplier - both oral and written - are free of charge and without obligation for Sun Test and do not bind Sun Test, unless the offer or quotation of the Supplier has been expressly confirmed in writing by Sun Test or unless the order placed by Sun Test expressly indicates otherwise. Sun Test has the right to withdraw an order to the Supplier at any time without giving reasons.

**3.2** Agreements between Sun Test and the Supplier shall only be established if and when:

- (i) there is a written (digitally) signed agreement between the Parties;
- (ii) the Supplier has sent a quotation (possibly digital) to Sun Test, which quotation has been signed (digital) by Sun Test and returned (possibly digital) to the Supplier within the acceptance period specified therein; and
- (iii) Sun Test has sent a written/digital order confirmation to the Supplier.

**3.3** The agreement signed by the Parties (possibly digitally) and the offer signed by Sun Test (possibly digitally) or the written/digital order confirmation as well as these Terms and Conditions are deemed to fully reflect the agreement and the Products and/or Services to be delivered, whereby obvious mistakes, spelling and/or printing errors can be corrected by Sun Test at any time.

**3.4** Any agreement established between Sun Test and the Supplier pursuant to Article 3.2, shall constitute a separate agreement between Sun Test and the Supplier.

**3.5** Sun Test may - within legal frameworks - investigate whether the Supplier can meet its delivery obligations. If Sun Test has valid reasons to the basis of this investigation not to enter into the agreement, Sun Test shall be entitled (without being liable for damages) not to enter into the agreement with the Supplier or to attach specific conditions to the execution of the agreement.

**3.6** The Supplier shall only include in its offers and quotations the Products and/or Services specified in the request of Sun Test.

### **4. EXECUTION OF THE AGREEMENT**

**4.1** The Supplier is not permitted, without the prior written consent of Sun Test, to assign the execution of the agreement to which these Terms and Conditions apply or the delivery of Products and/or Services, in full or in part, to one or more third parties.

**4.2** The Supplier shall at all times be liable for shortcomings (*tekortkomingen*) and wrongful acts (*onrechtmatige daden*) of third parties it engages (whether or not with the consent of Sun Test).

### **5. TERM AND TERMINATION**

**5.1** If and insofar as (part of) the agreement to which these Terms and Conditions apply relates to the delivery of Services, (that part of) the agreement shall be deemed to have been entered into for an indefinite period of time, unless it follows from the content, nature and scope of the agreement that it has been entered into for a definite period of time or ends after delivery of the Services agreed.

**5.2** If and insofar as (part of) the agreement to which these Terms and Conditions apply relates to the delivery of Services, and the contract period specified in the agreement has expired, (that part of) the agreement will, subject to termination (*opzegging*) as provided in Article 5.3, be automatically renewed each time for a period of time equal to the initial contract period.

**5.3** If and insofar as (part of) the agreement to which these Terms and Conditions apply relates to the delivery of Services, Sun Test is at all times entitled - regardless of whether the agreement has been entered for an indefinite or definite period of time - to terminate (*opzeggen*) the agreement to which these Terms and Conditions apply with immediate effect. The Supplier, on the other hand, may, in deviation from article 7:408 of the Dutch Civil Code in the event of an agreement for a definite period of time, terminate (*opzeggen*) the agreement to which these Terms and Conditions apply only at the end of the agreed term subject to a notice period of at least three (3) months. If the agreement to which these Terms and Conditions apply has been entered into for an indefinite period of time, the Supplier - again in deviation from article 7:408 of the Dutch Civil Code - shall only be entitled to terminate (*opzeggen*) the agreement in writing subject to a notice period of at least three (3) months. Notice of termination (*opzegging*) of the agreement to which these Terms and Conditions apply by the Supplier must be given in writing by the first day of a calendar month.

## 6. PRICES

- 6.1 Prices are excluding VAT (*btw*) and other taxes, levies and duties (governmental or otherwise).
- 6.2 Prices are stated in EURO (€), while any exchange rate differences, costs, or changes are at all times at the expense of the Supplier.
- 6.3 The prices charged by the Supplier are fixed amounts and may only be changed with the prior written consent of Sun Test.

## 7. BILLING AND PAYMENT

- 7.1 Invoices must always be sent by the Supplier to Sun Test by post or email.
- 7.2 Each invoice must state the order number, the Product(s) and/or Service(s) purchased, all information required for VAT (*btw*) returns and, where applicable, the item number.
- 7.3 Sun Test has the right to leave invoices that do not meet the requirements set out in Article 7.2 unpaid.
- 7.4 The payment terms stated by the Supplier on its invoices for the invoice amount in question shall commence on the date of receipt of the invoice in question by Sun Test, on the understanding that the invoice in question meets the requirements set out in Article 7.2.
- 7.5 If and insofar as (part of) the agreement to which these Terms and Conditions apply relates to the delivery of Products, payment will only be released if the technical initial inspection of the delivered Products indicates that there are no defects, including but not limited to defects relating to accuracy, quantities delivered and suitability for the intended use as specified in the agreement to which these Terms and Conditions apply.
- 7.6 The mere making of any payment shall in no way be construed as acceptance by Sun Test of any terms and conditions and/or prices of the Supplier, nor shall it affect the right of Sun Test to submit any claim regarding defects.
- 7.7 Sun Test has the right to suspend (*opschorten*) or offset (*verrekenen*) payment of invoiced amounts where applicable. In that context, Sun Test is (i) authorized to offset (*verrekenen*) any disputed or undisputed debt to the Supplier against any disputed or undisputed claim it believes it has against the Supplier and (ii) authorized to suspend (*opschorten*) payment of a debt to the Supplier.
- 7.8 Sun Test shall in no event owe the Supplier any statutory (commercial) interest (*wettelijke (handels)rente*) and/or extrajudicial collection costs (*buitengerechtelijke incassokosten*) on invoiced amounts.

## 8. SUSPENSION (OPSCHORTING), TERMINATION (OPZEGGING) AND DISSOLUTION (ONTBINDING) OF THE AGREEMENT

- 8.1 If and as soon as:
  - (i) the Supplier has failed to fulfill one (1) or more of its obligations under these Terms and Conditions or under any agreement with Sun Test to which these Terms and Conditions apply, in a timely manner or properly;
  - (ii) third parties claim rights with regard to the Supplier its property or its goods are seized;
  - (iii) the Supplier is or becomes subject to a suspension of payments (*surséance van betaling*) or bankruptcy (*faillissement*) has been or is filed against the Supplier, the Supplier enters into a payment arrangement with one (1) or more of its creditors, or the Supplier otherwise gives the impression that it is or will become insolvent;
  - (iv) the Supplier (if a natural person) dies, is placed under guardianship or administration or enters into a debt restructuring programm;
  - (v) the Supplier proceeds with the voluntary or involuntary dissolution (*ontbinding*) or liquidation (*vereffening*) of its business, the business is continued in another legal form or the statutory of actual seat/establishment is relocated to another country, direct or indirect control over the Supplier is transferred to a third party;
  - (vi) the Supplier transfers the rights and obligations under any agreement to which these Terms and Conditions apply to a third party without consent;
  - (vii) by or on behalf of the Supplier in connection with the establishment of performance of the agreement to which these Terms and Conditions apply any benefit has been or is offered or provided to any employee of Sun Test or any third party engaged by it;
  - (viii) the Supplier violates legal regulations/provisions, in particular with regard to corruption or fraud; or
  - (ix) Sun Test, in connection with its own obligations towards third parties, cannot reasonably be expected to wait any longer for the delivery of Products and/or Services,

Sun Test shall be entitled, at its discretion, to (i) suspend (*opschorten*) its obligations towards the Supplier, for whatever reason, until the Supplier has fully complied with its obligations towards Sun Test, (ii) terminate (*opzeggen*) the agreement to which these Terms and

Conditions apply and any other agreements between the Parties with immediate effect and/or (iii) dissolve (*ontbinden*) the agreement to which these Terms and Conditions apply and any other agreements between the Parties in full or in part, in all cases without judicial intervention, by means of a written statement and without being liable in any way for damages, costs, and interest and this notwithstanding the right of Sun Test to claim full compensation, all without prejudice to the other rights granted to Sun Test by law.

**8.2** The Supplier's right to (i) suspension (*opschorting*), (ii) termination (*opzegging*) and (iii) dissolution (*ontbinding*) under article 2:265 of the Dutch Civil Code of the agreement between Sun Test and the Supplier, to which these Terms and Conditions apply, is excluded.

**8.3** Under no circumstances shall Sun Test be held to any payment of amounts already invoiced and yet to be invoiced in the event of suspension (*opschorting*) or termination (*opzegging*). In the event of full or partial dissolution (*ontbinding*) of the agreement to which these Terms and Conditions apply, amounts already invoiced and yet to be invoiced for Products and/or Services delivered shall not be payable/owed by Sun Test.

## **9. DELIVERY TIME, (PARTIAL) DELIVERY, DAMAGE DUE TO DELAY, TRANSPORT, PACKAGING AND RISK**

**9.1** The Supplier undertakes to comply with the delivery dates and delivery terms agreed with Sun Test at all times. The moment of delivery (and receipt) of the relevant Products and/or Services at the location specified by Sun Test shall be decisive in determining whether the Supplier has complied with a relevant delivery date and/or delivery term. Products and Services shall only be considered to have been delivered in full and on time if they possess the characteristics agreed between Sun Test and the Supplier and have been delivered in accordance with the agreed arrangements. The Supplier may only invoke any failure on the part of Sun Test to provide the documents/information required for complete and timely delivery and to be provided by Sun Test, if the Supplier does not receive the documents within a reasonable period of time after sending a written reminder to Sun Test to that effect.

**9.2** The Supplier is not permitted to make partial deliveries of Products and/or Services without the (prior) written consent of Sun Test.

**9.3** If the Supplier can reasonably foresee that it will not be able to meet the agreed delivery date, the Supplier must immediately notify Sun Test in writing, stating the reasons for and the expected duration of the delay.

**9.4** If contractual penalties and/or compensation for damage suffered as a result of failure to meet a delivery date have been agreed between Sun Test and the Supplier, Sun Test shall be entitled to such contractual penalties and/or compensation for damage suffered up to the date of the last payment made by it, notwithstanding the right of Sun Test to claim compensation for the full damage caused by the delay.

**9.5** All rights to claim compensation for actual damage caused by delay, in addition to the above-mentioned penalties/compensation for damage, suffered are reserved.

**9.6** Products shall be shipped on a carriage paid basis including duties (DDP according to INCOTERMS 2020), including packaging, to the specified destination. Each shipment must be accompanied by a delivery note and a bill of lading. The order number, the Product, the item number, and the full details of the destination specified and the recipient must be stated on all shipping documents and on the outside of the packaging.

**9.7** If, contrary to Article 9.6, the agreed shipping method is EXW (ex works, INCOTERMS 2020), the Supplier must use the forwarding agent specified in the order. If Sun Test does not or has not specified a forwarding agent or method of shipment, the Products must be shipped at the lowest shipping costs in packaging suitable for the method of shipment. Additional costs related to failure to follow the shipping instructions or an urgent delivery arranged in order to meet the agreed delivery date shall be borne by the Supplier. EXW (ex works) deliveries are covered by the transport insurance taken out by Sun Test. Any additional cover taken out by the Supplier on top of the transport insurance will not be reimbursed by Sun Test.

**9.8** Ownership and risk with regard to the Products to be delivered shall pass upon receipt of the Products by Sun Test at the location specified by Sun Test or, in the case of deliveries consisting of assembly or installation as well as in the case of Services, upon formal written acceptance by Sun Test. The Supplier guarantees to Sun Test that the delivery of Products is free of retention rights (*retentierechten*) and third-party rights relating to the Products.

## **10. QUALITY ASSURANCE, INSPECTIONS AND TESTING, AND REPORTING OF DEFECTS**

**10.1** The Supplier guarantees that it has implemented a quality management system and shall provide Sun Test, upon first request, with sufficient written evidence of its certification for DIN EN ISO 9001, as amended from time to time.

**10.2** If and insofar as (part of) the agreement to which these Terms and Conditions apply relates to the delivery of Products, the Supplier must provide Sun Test with written proof of the quality of the Products upon first request by submitting a test certificate for EN 10204. If and insofar as the

Supplier does not have the required certification, the Products shall be delivered in accordance with the current state of affairs and in accordance with the most recent applicable regulations/provisions.

**10.3** Sun Test has the right to monitor the performance of the agreement to which these Terms and Conditions apply by the Supplier and the quality control measures taken by the Supplier. In that context, Sun Test has the right, after giving prior written notice of an intended visit, to visit and inspect the production location of the Supplier during regular business hours. Sun Test and the Supplier shall each bear their own costs in relation to such an inspection.

**10.4** If the inspection and testing plan of Sun Test stipulates that Sun Test must attend certain inspections and/or tests, the Supplier must indicate at least ten (10) working days prior to the inspection and/or test that it is ready for the inspection and/or test and must determine a date for the inspection and/or test together with Sun Test. If the inspection and/or test does not take place on the agreed date for reasons attributable to the Supplier, or if defects in Products necessitate the repetition of previous inspections and/or tests or the performance of new inspections and/or tests, the Supplier shall bear the full costs related to this.

**10.5** If the Supplier is obliged to provide material certificates and/or inspection/test certificates, the Supplier shall bear all costs related to this, unless otherwise agreed between Sun Test and the Supplier. The material certificates and/or inspection and test certificates or an equivalent interim certificate must be available at the time of delivery of the Products.

**10.6** Inspections and/or testing and the ability to provide relevant evidence and/or certificates do not affect the contractual or legal rights of Sun Test to file any claim relating to defects in Products.

**10.7** Within ten (10) working days of delivery, Sun Test will only inspect Products for their identity, visible external damage, product identification/marking, appearance and deviations from the quantity ordered. Sun Test must notify the Supplier as soon as reasonably possible after discovering any other defects in Products.

## **11. IMITATION OR COUNTERFEIT**

**11.1** The Supplier guarantees to Sun Test that it will take sufficient measures to ensure that the Products it supplies do not contain counterfeit work and/or parts and/or infringe the rights of third parties.

**11.2** "Counterfeit work and/or parts" means, in any case, work that contains unlawful or unauthorized reproductions, replacements or modifications that are deliberately mislabeled/marked, misidentified or otherwise misrepresented as an authentic, unmodified part from the original manufacturer, or a source with the express written consent of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized replacement includes used work/parts that are presented as new, or the false identification of class, serial number, lot number, date code or performance characteristics. If the Supplier discovers that counterfeit work and/or parts may have been used in previous deliveries by the Supplier, it must immediately notify Sun Test and appropriate corrective measures must be taken.

**11.3** The Supplier may only purchase Products or parts thereof directly from (i) the Original Component Manufacturer (OCM), (ii) the Original Equipment Manufacturer (OEM), (iii) through a supplier (distributor) authorized by the OCM or OEM, (iv) or from suppliers who obtain such parts exclusively from the original manufacturer of the parts or their authorized dealers, without intermediaries. The Supplier may only use another source if (i) the above sources are unavailable, (ii) the inspection and other processes of the Supplier to mitigate the risk of counterfeiting will be used to ensure the authenticity of the work, (iii) the suppliers comply with applicable industry standards and processes to prevent counterfeiting (including testing), and (iv) the Supplier obtains the (prior) written consent of Sun Test.

## **12. CHANGES TO PRODUCTS AND/OR SERVICES**

**12.1** The Supplier is obliged to inform Sun Test in writing (in advance) of any intended changes to the Products and/or Services supplied by the Supplier to Sun Test. Such written notification must be sent to Sun Test no later than thirty (30) days prior to the intended date of the change, except in cases where an exceptionally unacceptable situation requires immediate action by the Supplier, in which case the Supplier must inform Sun Test in writing without delay.

**12.2** If, at the discretion of Sun Test, a change alters the characteristics of the Products and/or Services to be delivered in such a way that they become unacceptable to Sun Test, Sun Test shall be entitled to cancel (*annuleren*) or terminate (*beëindigen*) the purchase of the Products and/or Services in question, without Sun Test incurring any liability and on the understanding that any costs in that regard will be borne entirely by the Supplier.

## **13. NOTIFICATION OBLIGATION**

**13.1** If the Supplier acts as an Original Equipment Manufacturer (OEM) or as an authorized supplier (distributor) of OEM parts, it is obliged to inform Sun Test in writing without delay as soon as it becomes known that a part, component or material purchased by Sun Test (i) has reached or will reach End of Life (EOL) status within a period of twelve (12) months or (ii) is affected by declining production sources and/or material shortages that could affect the availability.

**13.2** Where applicable, the Supplier must provide Sun Test with the following in a timely and proactive manner:

- (i) a formal EOL notification, including the expected date of termination of production and/or availability;
- (ii) a Last Time Buy opportunity, including the applicable terms and conditions and deadlines; and
- (iii) information about possible replacement products or alternatives.

**13.3** The notification obligation in Article 13.1 is expressly a contractual obligation of the Supplier towards Sun Test and must be explicitly confirmed upon acceptance of the purchase order or contract. Failure by the Supplier to notify Sun Test in a timely manner will be considered a breach of the agreement to which these Terms and Conditions apply.

#### **14. CLAIMS BASED ON DEFECTS**

**14.1** The Supplier is obliged to ensure that the Products do not contain any defects, possess the agreed properties, are delivered in accordance with the agreed arrangements, are suitable for the intended use, are in accordance with the state of the art at the time of delivery, comply with the generally accepted regulations/provisions issued by governments and professional associations with regard to technical safety, health and safety at work and meet the relevant legal requirements. If the agreement to which these Terms and Conditions apply concerns a machine, device and/or system, the Products delivered must comply with the specific safety regulations for machines, devices and/or systems that apply at the time of performance of the agreement to which these Terms and Conditions apply and must bear the CE mark.

**14.2** If Sun Test submits a claim based on a defect, Sun Test has the right, but not the obligation, to demand, at its discretion, that the defect be repaired or that the defective part be replaced, in which case the costs incurred in connection with the repair or replacement will be borne entirely by the Supplier.

**14.3** If the Supplier fails to immediately commence any necessary repair work and fails to deliver non-defective products after Sun Test has requested it to fulfill its contractual obligations, Sun Test has the right, but not the obligation, in urgent cases, including danger to life and limb, health risks or far-reaching consequential damage, to carry out the repair work itself, at its own discretion, to have it carried out by a third party, or to purchase replacement non-defective products elsewhere, entirely at the risk and expense of the Supplier. If it appears that it is not feasible, successful or reasonably expected for the Supplier to still perform the agreement to which these Terms and Conditions apply within a reasonable period of time, Sun Test has the right to terminate (*ontbinden*) the agreement or to demand a proportional reduction of the agreed price, notwithstanding the right of Sun Test to claim full compensation.

**14.4** In connection with the subsequent fulfillment of its contractual obligations towards Sun Test, the Supplier must make every effort to perform this task in the business interests of Sun Test. The liability of the Supplier for defects also includes the costs of preparatory work carried out by Sun Test in connection with the processing of the delivered Products prior to the discovery of the defect, as well as the costs of determining any defects.

#### **15. INSURANCE, (PRODUCT) LIABILITY AND INDEMNIFICATION**

**15.1** The Supplier shall, at its own expense, take out and maintain adequate liability insurance to cover any damage for which the Supplier may be liable, as well as any damage for which third parties engaged by the Supplier may be liable. Proof of the insured amount per claim and per insurance year shall be submitted to Sun Test in writing upon first request. The contractual and legal liability of the Supplier, regardless of the grounds, shall in no way be (negatively) affected by (the extent of) the insured amount.

**15.2** The Supplier irrevocably indemnifies (*vrijwaart*) Sun Test against all claims and will compensate Sun Test for any and all claims from third parties (including the customers of Sun Test), including the costs of legal assistance, which are in any way related to the Products and/or Services delivered and to be delivered by the Supplier to Sun Test within the framework of the agreement to which these Terms and Conditions apply.

#### **16. INTELLECTUAL PROPERTY**

**16.1** The Supplier shall deliver to Sun Test in a timely manner all drawings, plans, calculations and any other documents that must be delivered to Sun Test under the agreement to which these Terms and Conditions apply, in the agreed number of copies.

**16.2** Release by Sun Test of the documents as described in Article 16.1 shall in no way (negatively) affect the scope of the responsibilities and obligations of the Supplier.

**16.3** Models, samples, tools and other manufacturing aids and materials, as well as drawings, plans, calculations and any other documents that Sun Test makes available to the Supplier directly or indirectly, or that the Supplier produces on behalf of and at the expense of Sun Test, are and remain the exclusive property of Sun Test. The Supplier is only permitted to use these manufacturing aids, materials and documents for the performance of the agreement to which these Terms and Conditions apply, and the Supplier is under no circumstances permitted to disclose them to any third party without the prior written consent of Sun Test.

**16.4** The Supplier must return to Sun Test all prototypes, samples, tools and other manufacturing aids or materials that have been made available to the Supplier in accordance with special instructions from Sun Test or that have been made by Sun Test, as well as all drawings, plans, calculations and any other documents, including all copies and samples made, or, as the case may be, destroy them at the request of Sun Test. Under no circumstances shall the Supplier be entitled to retain any items.

**16.5** The Supplier shall treat as confidential any confidential information and any other knowledge concerning the production and/or business processes of Sun Test that it has acquired in the performance of the agreement to which these Terms and Conditions apply or in connection therewith, protect it from disclosure and respect the copyrights of Sun Test.

**16.6** All intellectual property rights that rest on, relate to or belong to the Products and/or Services and the underlying documents, technology and software produced by Sun Test rest exclusively and shall continue to rest exclusively with Sun Test. The Supplier shall treat these intellectual property rights as strictly confidential and shall not use them or disclose them to third parties, except insofar as such use or disclosure is necessary for the proper performance of the agreement to which these Terms and Conditions apply. If disclosure to a third party is necessary, the Supplier shall ensure that this third party also treats the intellectual property rights in question as strictly confidential.

**16.7** Sun Test is permitted to take measures to protect its intellectual property rights.

**16.8** The Supplier is obliged to inform Sun Test immediately if it discovers that a third party is infringing any intellectual property right of Sun Test, or if a third party makes any claim against the Supplier in connection with the intellectual property rights of Sun Test. The Supplier is obliged to provide all cooperation reasonably requested by Sun Test that may lead to the earliest possible termination of the infringing acts or the dispute.

**16.9** If the Supplier infringes any intellectual property right of Sun Test, the Supplier shall owe Sun Test an immediately payable and non-settable (niet voor verrekening vatbare) penalty of EUR 30,000 (in words: thirty thousand euros) per infringement, as well as EUR 2,000 (two thousand euros) for each part of a day that the infringement continues, without prejudice to the right of Sun Test to performance and full compensation.

## **17. VIOLATION OF INDUSTRIAL PROPERTY RIGHTS**

**17.1** The Supplier must ensure that Sun Test does not infringe the industrial property rights of third parties through the use of the Products and/or Services supplied under the agreement to which these Terms and Conditions apply. The Supplier irrevocably indemnifies (vrijwaart) Sun Test and compensates Sun Test for all claims relating to infringement or alleged infringement of industrial property rights of third parties. The Supplier shall bear all license fees, expenses and/or costs incurred by Sun Test in connection with the prevention and/or exclusion of any infringement of industrial property rights.

## **18. CONFIDENTIALITY**

**18.1** The Supplier guarantees that before, during and after the establishment of the agreements between the Parties to which these Terms and Conditions apply, and during the performance of the agreements between the Parties to which these Terms and Conditions apply, to keep confidential any information of a confidential nature received from Sun Test, not to disclose it to third parties (other than in order to comply with a legal obligation) or to allow it to be used and to use it only for the purpose for which it has been made available to it. Third parties are expressly understood to include all persons employed by the Supplier who necessarily need to use the confidential information of Sun Test. Confidential information is understood to include all information provided or made available by Sun Test to the Supplier pursuant to the agreements concluded between the Parties to which these Terms and Conditions apply.

**18.2** If and insofar as the Supplier engages third parties in the performance of the agreement to which these Terms and Conditions apply, it shall ensure that these third parties also treat all data as confidential.

**18.3** If and insofar as the Supplier has received and/or is in possession of information that, at the discretion of Sun Test, is confidential in nature, the Supplier is obliged, at the first request of Sun Test, to keep this information (securely) confidential, to remove it or to destroy it.

## **19. MISCELLANEOUS**

**19.1** Without the (prior) written consent of Sun Test, the Supplier is not entitled, either in terms of contract law (*verbintenisrecht*) or property law (*goederenrecht*), to transfer its rights and obligations under these Terms and Conditions and the agreements concluded between the Parties to which these Terms and Conditions apply, in full or in part, to third parties.

**19.2** Sun Test is entitled to transfer its rights and obligations under these Terms and Conditions and the agreements concluded between the Parties to which these Terms and Conditions apply to a third party. The Supplier hereby grants Sun Test permission in advance to implement the provisions of the previous sentence of this Article and undertakes in advance to provide any further cooperation that may be required for this purpose.

**19.3** The Supplier is not permitted to disclose existing business and contractual relationships with Sun Test to third parties without the (prior) written consent of Sun Test.

**19.4** The Supplier guarantees that it complies with the relevant legal requirements for dealing with employees, protecting the environment and health and safety at work and that it constantly limits the adverse effects on human health and the environment when performing its work.

**19.5** In the event of any conflict between the agreement to which these Terms and Conditions apply and these Terms and Conditions, the provisions of the agreement shall prevail over these Terms and Conditions.

**19.6** If the agreement to which these Terms and Conditions apply ends, for whatever reason, whether by termination (*opzegging*) with immediate effect, by full or partial dissolution (*ontbinding*) or for any other reason, this shall not affect the provisions of the Articles which, by their nature, are deemed to continue after the end of the agreement, such as, but not limited to:

- (i) Article15.2 (Indemnification for third-party claims);
- (ii) Article16 (Intellectual Property);
- (iii) Article17.1 (Indemnification for third-party claims);
- (iv) Article18 (Confidentiality)
- (v) Article20 (Applicable law and Disputes);

## **20. APPLICABLE LAW AND DISPUTES**

**20.1** All agreements/obligations between the Parties, these Terms and Conditions and all extra-contractual obligations arising therefrom or related thereto shall be governed by Dutch law, with the exception of the Dutch private international law conflict rules.

**20.2** All disputes concerning or arising from or related to any agreement, offer, quotation, or order confirmation entered into by Sun Test to which these Terms and Conditions apply in full or in part, these Terms and Conditions as well as all extra-contractual obligations arising therefrom or related thereto, shall be submitted exclusively to the competent court of the District Court of The Hague resolution. Sun Test also has the right, at its own discretion, to file charges against the Supplier at the domicile of its company or at the domicile of one of its branches.

**20.3** In addition to the provisions of Article 20.2, if the Supplier believes that it has a claim against Sun Test or that there is a dispute that it wishes to bring before the court, it must notify Sun Test of this in a timely manner. The parties shall then enter into amicable consultation to see whether they can reach an amicable settlement. They may appoint a mediator at joint expense. The Supplier shall only be entitled to submit the dispute to the competent court if eight (8) weeks have elapsed since the notification of the dispute and the Parties have not yet reached a settlement. The aforementioned waiting period of eight (8) weeks does not apply if the nature of the dispute requires that a provision be made and it cannot reasonably be expected of the Supplier to wait for the waiting period to expire.