

### 1. General.

In these general purchase conditions the following definitions apply:

- Burg: the private company with limited liability Burg Groep B.V., having its registered office in Heerhugowaard, The Netherlands, or, if so agreed, one or more companies affiliated to it and the enterprises operated by such company/companies;
- Service(s): any Services that are provided, have been provided and/or may be provided by the Service Provider to Burg pursuant to a request or order by Burg or an offer by the Service Provider, including, but not limited to, Services of assembly, installation or maintenance of movable or immovable property, the provision of installation-, maintenance-, update-, upgrade- and support/assistance services concerning software and/or IT systems, accountancy, consultancy, training;
- Service Provider: supplier of Services;
- Supplier: the (legal) person from whom Burg purchases or orders or from whom Burg has received an offer and/or with whom Burg has concluded an Agreement, regarding the supply/provision of goods and/or Services;
- Agreement: an agreement between the Supplier and Burg for the supply/provision of goods/Services that has been effected on the basis of an order by Burg to the Supplier, whether or not preceded by an offer by the Supplier, which order has been accepted by the Supplier. These Conditions form part of each Agreement;
- In writing: any communication by letter or e-mail, or any other means of communication if expressly stipulated otherwise in these Conditions;
- Conditions: the present general purchase conditions of Burg.

### 2. Applicability.

- a. These Conditions apply to any and all requests and orders by Burg and to any and all offers by the Supplier and any and all Agreements relating to the supply of goods and/or provision of Services by the Supplier to Burg. The Supplier will be deemed to have accepted these Conditions as soon as the Supplier accepts or executes Burg's order.
- b. The general terms and conditions and/or conditions of sale of the Supplier are expressly rejected, even in the event of any previous reference by the Supplier to its terms and conditions.
- c. These Conditions also apply between Burg and the Supplier if they were applicable to a previous Agreement between Burg and the Supplier, unless Burg expressly waived applicability.
- d. In the event of a conflict between any provision of these Conditions and other provisions in the Agreement, the other provisions as laid down in the Agreement will prevail at all times.
- e. If the applicability of (part of) the general terms and conditions of the Supplier has (also) been agreed on in the Agreement, the present Conditions of Burg's will prevail in the event of any conflict between them.
- f. In the event of a conflict between any provision of these Conditions and any statutory regulations, that provision will be interpreted in such a way as to remove the conflict, or, if this proves impossible, the provision will, at Burg's discretion, be amended such as to conform with the law and tie in with the original intent of the provision as much as possible, or remain inapplicable, in both cases upholding all other provisions.

### 3. Formation of an Agreement.

- a. Requests by Burg for an offer or quotation are entirely without obligation. Any costs associated with submitting an offer will always be borne by the Supplier.
- b. An Agreement with the Supplier will not be formed until the Supplier's offer or proposal has been accepted in writing by an employee of Burg's who has the authority to do so, or, if Burg issues an order to the Supplier, when the Supplier accepts such order in writing or by electronic communication and/or executes such order, which in all cases also implies acceptance of these Conditions.
- c. Unless expressly agreed on in writing, a long-term relationship will never arise between Burg and the Supplier, not even if Burg repeatedly places (similar) orders with the Supplier.

### 4. Changes.

Burg will at all times, unilaterally and in writing, be authorised to change an order in respect of Services to be performed or goods to be delivered.

- a. If, in the opinion of the Supplier, a change affects the price agreed on and/or the date of performing the delivery or Service, the Supplier is obliged, before accepting the change and acting on it, to inform Burg thereof in writing without delay, at the latest within 2 (two) working days of notification of the requested change, failing which the change will be deemed to have been agreed on at the same price and at the same date of delivery as that of the original Agreement. A change in the price agreed on and/or delivery date is only possible if Burg expressly accepts such in writing. If consensus cannot be reached with the Supplier on this point, Burg is entitled to terminate the Agreement immediately in whole or in part, without any obligation on the part of Burg to pay compensation of any kind to the Supplier or other parties.
- b. The Supplier will not be entitled to carry out additional work in respect of any Services until Burg has accepted such additional work in writing. Such work carried out without Burg's prior written consent cannot be charged.

### 5. Transfer of obligations.

- a. Without Burg's prior written consent, the Supplier cannot transfer an obligation under an Agreement concluded with Burg to a third party or involve a third party in the performance of such Agreement. Burg may attach reasonable conditions to its consent.
- b. The Supplier warrants the integrity of any auxiliary persons and the quality of the goods and Services delivered/provided by them.

### 6. Prices, price revision.

- a. Unless otherwise agreed on in writing, the price(s) stated in the Agreement will be fixed and invariable as well as inclusive of the costs of packaging, forwarding or transport of goods that may be necessary for the provision of services, transport of persons, licences, excise duties and insurance policies, but exclusive of VAT. The price(s) will apply to goods to be delivered DDP (Incoterms 2020) at the agreed place of delivery. In case of Services to be provided, the

price(s) will apply to the entire performance of the Service(s) and will be deemed to include any materials required in the Services.

- b. Without the prior written consent of Burg, the Supplier will not be entitled to index the prices for the delivery of goods.
- c. In the case of a multiannual Agreement, consultations about the price for the following year will be held at least once a year. If the parties do not agree on another price, the current price will remain in force. However, in that case Burg will also be entitled to terminate the Agreement in the future by giving notice, without any obligation to pay damages.

### 7. Payment.

- a. The Supplier will invoice afterwards for goods delivered and/or Services performed, subject to the provisions of Article 9 (Acceptance/Rejection). The invoice should be addressed to the legal entity within the Burg group of companies that has purchased the goods or Services from the Supplier.
- b. Payment of the invoice by Burg will take place within 60 (sixty) days of receipt of the invoice, unless otherwise agreed.
- c. Burg is entitled to suspend payment if Burg discovers a defect/failure in the goods or Services delivered.
- d. Burg is entitled to set off the amount of the invoice against the amounts that the Supplier owes Burg or its affiliated companies at any time, regardless of the source or cause of such debt and regardless of whether or not such debt has been acknowledged by the Supplier. The Supplier and, if relevant, the affiliated company in question will be notified by Burg of such a setoff.
- e. By paying an invoice, Burg does not waive its statutory or contractual rights in respect of the Supplier.

### 8. Performance/Delivery.

- a. Delivery of goods will take place DDP (Incoterms 2020) at the place, date and (in other respects) in the manner specified by Burg. If a deadline for the delivery of goods or the performance of the Services has not been agreed on, such delivery or performance will be finalised no later than 30 (thirty) days after the formation of the Agreement in question.
- b. Before the commencement of the Services, the Service Provider will enquire about the conditions at the locations or in the buildings where the Services are to be performed and the activities are to be carried out.
- c. The Service Provider is responsible and liable for the safety of both its personnel assigned to and the third parties it engages in the performance of Services and the Service Provider will take the necessary measures in this regard. Where necessary in connection with the nature of the Services, the Service Provider will among other things ensure that such personnel are provided with personal protective equipment, such as protective glasses, welding- and safety goggles, safety harnesses, protective footwear, safety helmets, safety vests and the like.
- d. If Burg is of the opinion that personnel are insufficiently qualified, the personnel in question for the performance of the Services will, at Burg's request, be replaced by the Service Provider. The Service Provider guarantees that sufficient personnel are available and that key personnel will not be replaced without Burg's prior consent. Unless otherwise agreed on in writing, the personnel engaged for the Services will keep the same working hours as Burg's personnel.
- e. In the event of late or incomplete fulfilment, the Supplier will be in default without further notice of default and Burg will be entitled to withhold a discount of 0.5% from the entire order value for each calendar day or part thereof that nonfulfilment continues, up to a maximum of 15% of the entire order value, without prejudice to Burg's other rights in the event of failure by the Supplier to fulfil this Agreement or fulfil it by the stipulated date.
- f. The Supplier must immediately notify Burg in writing when exceeding the deadline for performing the service/delivery date is impending. This notification does not affect Burg's contractual and statutory rights on account of exceeding such deadline.
- g. In the event of late or incomplete performance/delivery by the Supplier, Burg will immediately be entitled, without further notice of default or judicial intervention, to terminate the Agreement in full or in part, without prejudice to Burg's other rights, including the right to claim full compensation (in addition thereto).
- h. If the delivery period is exceeded, Burg is entitled to instruct the Supplier to use another (faster) mode of transport. The costs thereof, as well as the costs that may be associated with cancelling the planned transport, are to be borne by the Supplier.
- i. Burg has the right to postpone the date of performance of the Service(s) or the delivery, to which end a written statement addressed to the Supplier will suffice. Up until the moment of delivery, the Supplier will store, preserve, secure and insure the goods that have been properly, separately and recognisably packaged. The reasonable costs this involves, will be borne by Burg.
- j. Each delivery or, if explicitly agreed, partial delivery must be accompanied by at least the appurtenant certificates and a packing slip stating Burg's order number and the quantity of goods to be delivered.
- k. If the delivery of goods by the Supplier is to take place in parts or the performance is to take place in stages, the Supplier is obliged to keep sufficient stock and, as soon as Burg so requests, deliver the quantity specified by Burg or perform the Services specified by Burg.
- l. The goods must be provided with the sound packaging common in the industry, taking account of the indications and/or markings required by Burg. Packaging materials must be suitable for reuse or recycling and must comply with national and international (environmental and other) laws and regulations. If the packaging materials cannot be reused or recycled, the costs of processing are to be borne by the Supplier.
- m. Burg will at all times be entitled to return the used (transport) packaging materials to the Supplier at the Supplier's expense.

### 9. Acceptance/rejection.

- a. During the production, processing and storage of the goods to be delivered as well as after their delivery to Burg, Burg will at all times be entitled to test them or have them tested. The same applies to the Services provided.
- b. After the Service Provider has notified Burg that the Service has been fully performed, or,

in the case of periodically recurring Services, that the Service has been performed for the relevant period, such Service may be tested or checked by Burg. Burg may accept or reject the Service, and after the check, will notify the Service Provider accordingly;

- c. A good or Service will be deemed to have been accepted either when Burg has sent the relevant notice of acceptance to the Supplier/Service Provider or when Burg has put the good or the result of the Service, respectively, into use in its operations, whichever occurs first.
- d. Once Burg has accepted the Service in question and notified the Service Provider accordingly, the Service Provider is entitled to send Burg the invoice for the Service in question. If Burg does not perform a check or send a notice of acceptance within 10 (ten) working days of the Service Provider sending a notification that the Service had been performed, the Service Provider may send its invoice to Burg, however, in that case Burg will still be entitled to reject the Service.
- e. Immediately on request, the Supplier will allow Burg or its representative access to its production site for conducting an audit of the production, the facilities and anything related thereto. All costs for or in connection with tests and/or inspections, with the exception of the costs for inspectors appointed by Burg, will be borne by the Supplier.
- f. In the event of rejection of the delivered goods or Service(s), the Supplier will ensure correct fulfilment free of charge within 5 (five) working days of a written request or demand to that effect by Burg. If the Supplier fails to comply with these obligations within the specified period, Burg is entitled to purchase the relevant goods from a third party or to have the Service(s) performed by a third party, or to take adequate measures itself or have such measures taken by a third party. Additional costs and damage or loss resulting from this on the part of Burg will be borne by the Supplier.
- g. If the Supplier does not take back the goods rejected by Burg immediately after being demanded to do so by Burg, Burg will be entitled to return the goods to the Supplier at the expense of the Supplier.
- h. Samples to be assessed by Burg for quality and applicability, will at all times be made available by the Supplier free of charge.
- i. Depending on the nature of the Services to be performed or goods to be delivered, the Supplier guarantees to be HACCP, IFS and/or BRC and/or ISO (always the current versions) or otherwise relevantly certified. Immediately on request, Burg will be given access to all relevant documents. If the Supplier does not have these or other relevant certification(s) or if any of these certifications expire, lapse or are withdrawn, the Supplier will be obliged to notify Burg immediately thereof.
- j. In the event of the expiry, lapse or withdrawal of one or more of the aforementioned certifications or of any other relevant certification on the part of the Supplier, Burg will be authorised to terminate any existing Agreement in whole or in part with immediate effect, without further notice of default or judicial intervention, and without any obligation on the part of Burg to pay for any damage or loss of whatever nature or extent on the part of the Supplier.
- k. If the Agreement is terminated on the basis of the provisions of the preceding paragraph, the Supplier will be liable for any damage or loss on the part of Burg resulting therefrom.
- l. Burg not checking or testing the goods or Services that are to be delivered/have been delivered, will not stand in the way of Burg exercising its rights on account of a failure on the part of the Supplier in relation to those goods or Services.
- m. Burg is entitled to complain about visible defects within a reasonable period after the discovery thereof, 30 (thirty) working days after delivery of the products at the final destination in any event being deemed timely, or such longer period as is permitted by law. Burg is entitled to complain about non-visible defects within a reasonable period after the discovery thereof, 30 (thirty) working days after the discovery thereof in any event being deemed timely, or such longer period as is permitted by law.

#### 10. Failure, Penalty.

- a. In the event of the Supplier failing to fulfil its obligations towards Burg, the Supplier will, without further notice of default, be in default as from the day of the failure arising or occurring.
- b. Force majeure: The parties may only invoke force majeure vis-à-vis each other if the affected party immediately notifies the other party of this force majeure situation in writing, submitting relevant evidence. Notification should take place no later than within 3 (three) working days after the circumstance leading to the force majeure situation and resulting or foreseeably resulting in a failure, arose or occurred.
- c. If the Supplier invokes force majeure and Burg accepts this claim, Burg is entitled to terminate the Agreement (before the end of term). In such a situation, however, the parties will not claim damages from each other.

#### 11. Warranty.

- a. The Supplier bears full responsibility for both the delivery of the goods and the provision of Services, as well as for its personnel.
- b. The Supplier warrants that the goods to be delivered, such as machines and equipment, as well as parts thereof, but also goods such as, but not limited to, raw materials and packaging materials, as well as the Services to be provided, at all times comply with the agreed specifications and descriptions and properties, that they will be manufactured to a high standard, are new, of good quality and free from faults as regards design, treatment, manufacture, construction and dimensions, as well as free from defects in any materials used in the provision of the services and afford the safety (as referred to in Section 6:186 of the Dutch Civil Code) one is entitled to expect.
- c. The Supplier warrants that installation and/or assembly by the Supplier of machines, equipment and parts thereof will take place professionally and according to state of the art technologies and will be carried out by skilled personnel or other auxiliary persons.
- d. If no specific arrangements have been made in this respect, the goods must comply with the properties and requirements set for such goods in the ordinary course of business, according to state of the art technologies, and be suitable for the purpose for which they are intended and what Burg may expect from the goods.
- e. The Supplier warrants that the goods are consistent with expectations that Burg was entitled to have on the basis of previous deliveries, with the specifications, samples, models,

drawings etc. that were made available to Burg by the Supplier prior to the delivery, and/or agreed on with Burg.

- f. The Supplier warrants that the delivered goods and Services at all times comply with all applicable statutory and legal standards regarding, but not limited to, quality, environment, safety and health. As regards the goods to be delivered, it also specifically applies that such goods meet any standards and requirements of the country where they will be used or put into circulation by Burg or its customers.
- g. The Supplier will immediately be in default if Burg establishes that the delivered goods or Services do not comply, in whole or in part, with what the Supplier warranted in accordance with this article.

#### 12. IT Services.

- a. In case the Services (also) include IT Services, such as SaaS, hosting and other IT-related Services, the Service Provider warrants the confidentiality of any information and (personal) data of Burg stored on the servers (including third-party servers) as part of the SaaS or other Services of the Service Provider. The Service Provider will implement and maintain the measures to that end, including, but not limited to, physical access control to server locations, logical access control and authentication on servers, networks, third-party software, physically and logically separated networks and the use of firewalls between these networks and secure VPN connection(s) between the Service Provider and Burg.
- b. On the agreed dates, software must be delivered complete and ready for use, in accordance with the specifications given by Burg. Unless otherwise agreed, the latest version will be delivered. As soon as a new version is released, Burg will be notified.
- c. The Service Provider warrants that the software to be delivered is compatible with the automation and/or operating systems Burg already has.
- d. Any defect in delivered IT Services and/or software will be corrected free of charge within 24 hours.
- e. If, on the basis of instructions by Burg, customised work has been delivered in respect of software, the proprietary rights thereof will be vested in Burg and any transfer requirements will be carried out by the Supplier as soon as requested by Burg. Source codes will be made available upon Burg's request.
- f. Upon termination of the Agreement or at Burg's request, the Service Provider will continue to carry out the SaaS or hosting Services for a period of six months after termination in order to secure all of Burg's (personal) data. The Service Provider will ensure that migration of Burg's data from the software, systems and hardware used for the SaaS or hosting service runs smoothly, and will provide all information and assistance necessary or otherwise required for migration. Upon termination of the Agreement or at a later date if agreed by the parties, the Service Provider will furthermore provide Burg with all "customised" software, documentation, materials and data developed for Burg. The Service Provider will perform this work free of charge if the Agreement was terminated by Burg under Article 19(a) (Termination).

#### 13. No Forfeiture of Rights.

- a. Burg's failure at any time to require performance of any provision of an Agreement, or to exercise any other right, does not in any way affect Burg's rights to still require full or correct performance, and/or alternative and additional compensation, or (full or partial) termination of the Agreement.
- b. Burg accepting any failure of the Supplier does not imply that Burg will accept any subsequent identical or similar failure.

#### 14. Intellectual property.

- a. The Supplier warrants the free and undisturbed use by Burg of the goods delivered and the results of the Services provided as well as any goods delivered along with it by the Service Provider for such use. For no additional consideration and to the extent required, the Supplier provides Burg with an unrestricted and perpetual right to use and modify the goods and/or Services (or have them used or modified). Burg is furthermore entitled to sell the goods, whether or not as a component of other goods, and to deliver them or make them available to third parties. The Supplier indemnifies Burg against any third-party claims for infringement of their intellectual and/or industrial property rights and similar claims, including those relating to know-how, unlawful competition and suchlike.
- b. If an action for infringement of such rights has been brought as well as when there is an actual risk of such an action being brought, the Supplier will, without prejudice to Burg's other rights, at the Supplier's expense take on the defence against any such action unless Burg chooses to do so itself at Supplier's expense, and, in the event that a competent court establishes infringement, the Supplier will, at its own expense:
  - (a) acquire the right to the continued use by Burg of (the relevant part of) the goods and the results of the Services;
  - (b) or replace and/or modify the (relevant infringing parts of the) goods and/or the results of the Services such that there is no longer question of infringement;
  - (c) or take back the (relevant infringing parts of the) goods and/or the results of the Services, while compensating Burg for the costs, damage or loss and interest. However, modification and/or replacement may not result in restricting Burg's possibilities for using the goods or the results of the Services, and the consequences for Burg's possibilities for use due to taking back the goods or no longer being able to use the results of the Supplier's Services must be eliminated or fully compensated.
- c. The intellectual and industrial property rights of specifications, recipes, methods, drawings, texts, artistic performances and other publicity materials etc. provided by Burg or made on Burg's instructions or by or on behalf of the Supplier in connection therewith, will accrue exclusively to Burg who will be regarded the creator and designer.
- d. The Supplier is entitled to use the information provided by Burg, but exclusively in connection with the performance of the Agreement. Such information is and will at all times remain the property of Burg.
- e. The Supplier will be liable for any damage or loss Burg suffers as a result of the Supplier using Burg's intellectual and industrial property for other purposes than for the performance of the Agreement, whether or not for its own benefit, or for making it available to others or for allowing others access to it. In addition, the Supplier will then forfeit an immediately payable

(contractual) penalty in the amount of € 50,000 (fifty thousand euro) or, whichever is higher, in the amount of the profit(s) the Supplier realised with such use.

#### 15. Liability.

- a. The Supplier is liable to Burg for any damage or loss suffered by Burg and third parties of whatever nature or extent, including bodily injury and damage or loss as a result of death arising in connection with the obligations under the Agreement being performed, not being performed or not being performed in full by the Supplier, regardless of whether such damage or loss was caused by the Supplier itself, its personnel or other persons engaged by the Supplier in the performance of the Agreement.
- b. The Supplier is also liable for any damage or loss suffered by Burg or third parties as a result of any defects in delivered goods and/or Services performed. Damage or loss also includes any costs incurred and any damage or loss suffered in connection with taking measures which, in the opinion of Burg and/or the third parties or government authorities involved, are necessary to prevent or limit (further) damage or loss, including but not limited to taking products off the market (product recall).
- c. The Supplier indemnifies Burg against any third-party claims and related costs, including any costs of legal assistance and the costs of legal proceedings (if any), in connection with the obligations under the Agreement being performed, not being performed or not being performed in full by the Supplier.
- d. The Supplier also indemnifies Burg against any claims for damage or loss arising from the statutory product liability regulations, if such claims are a consequence of, or caused by goods, (raw) materials or machines and equipment, or the assembly of machines and equipment, supplied by or on behalf of the Supplier, or if these claims are a consequence of services provided by the Supplier. In this case, the Supplier will have to oppose the claim(s) and bear all the costs thereof.
- e. The Supplier must take out adequate liability insurance to cover its liability arising from this article and, apart from that, the risks and liabilities which pursuant to the law, a juridical act, including an Agreement, or according to generally accepted standards are its responsibility. On immediate request by Burg, the Supplier will be obliged to allow inspection of the relevant insurance documents.

#### 16. Transfer of risk and ownership.

- a. Ownership of the goods passes to Burg upon delivery.
- b. If Burg makes materials, such as raw materials, consumables, specifications, software, etc. available to the Supplier for the purposes of the Supplier's fulfilment of its obligations, such materials remain the property of Burg at all times. The Supplier will store them separate from other goods belonging to the Supplier itself or third parties. The Supplier will mark them as the property of Burg.
- c. If goods such as raw materials, consumables and software of Burg's have been incorporated in goods of the Supplier, a new good has been created the ownership of which belongs to Burg.
- d. The risk of the goods passes to Burg once delivery and subsequent acceptance of the goods in accordance with Article 9 of these Conditions has taken place. The Supplier will keep the goods insured for as long as the risk has not yet been passed to Burg.

#### 17. Product recall.

If the goods delivered by the Supplier are traded by Burg or are processed by Burg as raw materials in goods, which are traded by Burg, the following additional obligations apply to the Supplier:

- a. With regard to the goods delivered to Burg, the Supplier is obliged to collect and store the data necessary for tracing these goods. This 'traceability system', must in any case enable the Supplier to provide Burg directly (on request) with the following information (where applicable):
  - 1) By which supplier(s) and on which date the components of the goods delivered to Burg were supplied to or produced by the Supplier;
  - 2) Which production batches were present in the goods delivered to Burg
- b. If the Supplier becomes aware of a quality or safety defect in the products traded by Burg, of which products goods supplied by the Supplier are a part, or if the Supplier becomes aware of a suspected quality or safety defect in the supplied goods, the Supplier must notify Burg about this immediately and of its own accord. The Supplier will in any case state (where applicable):
  - 1) the type of defect;
  - 2) the production data of the goods delivered to Burg that are potentially unsafe;
  - 3) the names of the suppliers of (the components of) the goods supplied by the Supplier that have a possible defect or that are potentially unsafe;
  - 4) any other information that may be relevant to reduce the adverse impact on Burg and its customers and end-users to a minimum.
- c. If, in Burg's opinion, more information is required for the investigation into a possible quality defect or unsafe good and/or the measures to be taken, the Supplier will, upon request, provide all relevant information it possesses or which it could in fairness have at its disposal.
- d. Burg will then decide to take measures, where it deems necessary. The measures to be taken may include a recall. Only Burg and if a recall is considered, the relevant authorities, are entitled to take the decision on whether and, if so, what measures will be taken and how they will be implemented. Burg may, in consultation with the Supplier, decide that the Supplier will proceed to implement the measures under the recall. The Supplier will provide all reasonable cooperation in the implementation of these measures.

If the Supplier is (co-)responsible for the quality- or safety defect, all costs, expenses and damage or loss related to the recall action, including costs for repair, replacement or destruction of the goods, will be borne in full by the Supplier.

#### 18. Confidentiality and prohibition of disclosure.

- a. The Supplier will keep the existence of the Agreement, its nature and contents, as well as any information made available to the Supplier by Burg in connection therewith, confidential. The Supplier will not disclose anything about it without Burg's prior written consent.
- b. The Supplier will impose the same obligation on its personnel and the persons the Supplier involves in the Agreement.

- c. In the event of non-compliance with the obligations referred to in paragraph (a) or (b) above, the Supplier forfeits an immediately payable penalty in the amount of € 10,000 (ten thousand euro) or, if applicable and whichever is higher, in the amount of the profit(s) realised by the Supplier as a result of the non-compliance, all this in addition to Burg's right to claim full compensation.

#### 19. Termination.

- a. In the event of the Supplier failing to fulfil its obligations under the Agreement or any other agreements ensuing therefrom, as well as in the event of bankruptcy/liquidation, suspension of payments, shutdown/closing down of its business, revocation of permit(s) or certification(s), attachment of (part of) its business property or goods intended for the performance of the Agreement, winding-up or takeover or any condition of the Supplier's business similar to the above-mentioned conditions, Burg will be unilaterally entitled to terminate the Agreement, in full or in part, in writing, without the Supplier being given notice of default and without judicial intervention.
- b. The Supplier may only terminate the Agreement on account of an attributable failure to comply with essential obligations under the Agreement if it has sent Burg notice of default by registered letter with a description of the failure that is as specific and complete as possible, setting a reasonable deadline at least 3 (three) times to remedy the failure and this reasonable deadline has expired at least 3 (three) times and Burg continues to fail to comply with essential obligations under the Agreement.
- c. In the event of termination, the risk of goods already delivered will be borne by the Supplier.
- d. Burg is entitled to terminate the Agreement in writing at all times, observing 30 (thirty) days' notice, without any obligation to pay damages.

#### 20. Compliance.

- a. The Supplier/Service Provider must act in accordance with all applicable laws and regulations. The Supplier/Service Provider must comply with all applicable laws, regulations and requirements relating to anti-bribery and combatting corruption. The Supplier/Service Provider must have its own policies and procedures in place to ensure and, where necessary, enforce compliance with the relevant requirements. If under the terms of laws and regulations any competent authority is entitled to check whether the performance of an Agreement is in accordance with the laws and regulations that Burg is subject to, the Supplier will, at the request of Burg, give its full cooperation. The Supplier/Service Provider will, on its own account, adhere to Burg's best possible food safety practices including, but not limited to, Burg's requirements regarding traceability. The Supplier has read and will comply with Burg's "Supplier Code of Conduct", as updated from time to time and available at [www.burggroup.eu](http://www.burggroup.eu) and the Supplier warrants that it will impose the obligations thereunder on its suppliers. Burg may monitor the Supplier's compliance with the Supplier Code of Conduct, and, after prior written notice, will have the right to visit the Supplier for that purpose at its business and production premises on working days.
- b. The Supplier warrants that it will comply with any applicable (national as well as international) laws and regulations, including, but not limited to, the laws and regulations relating to export and import of goods/Services, anti-corruption, conflict minerals, labour by aliens, tax legislation, social security legislation, as well as any future regulations, if and when applicable. The Supplier will indemnify Burg against any claims in this regard.
- c. The Supplier will run its business in a responsible and efficient manner in accordance with applicable legislation and with the internationally accepted standards in the field of human rights, privacy and environment.
- d. The Supplier will consult with Burg to develop sustainability programmes and cooperate in sustainability initiatives as may be communicated to the Supplier from time to time.

#### 21. Protection of Personal Data

Both Burg and the Service Provider will at all times comply with and conduct themselves in accordance with all obligations they have pursuant to the applicable laws and regulations relating to the protection of personal data, as set out in, inter alia but not limited to, the General Data Protection Regulation ("GDPR") of the European Union (EU/2016/679) and in pertinent national legislation, both in their role of controller as well as in their role of processor (as defined in the GDPR). The personal data made available to the Service Provider by Burg or otherwise placed at the Service Provider's disposal in connection with the Services, may only be used (or caused to be used) by the Service Provider in the performance of the Agreement. Any other use in whole or in part of the personal data by the Service Provider is prohibited, unless the Service Provider is permitted or required to do so by law.

#### 22. Disputes and applicable law.

- a. Disputes between the parties, including those considered to be such by only one of the parties, arising out of or as a result of an Agreement will be resolved by consultation as much as possible.
- b. If the parties fail to reach a solution by consultation, a dispute will be adjudicated by the competent court in the district of Alkmaar, The Netherlands, or, at Burg's discretion, by arbitration by the Netherlands Arbitration Institute ("NAI") in accordance with the NAI rules.
- c. All relations between Burg and the Supplier encompassed by these Conditions are governed by Dutch law.

#### 23. Conditions in other languages.

The Dutch text of these Conditions will at all times be binding and its interpretation decisive between the parties, even if these Conditions have been agreed on between Burg and the Supplier in another language and/or that version conflicts with the Dutch version.