GENERAL PURCHASING TERMS AND CONDITIONS OF ZEPPELIN HOLDING NETHERLANDS B.V. AND ALL GROUP COMPANIES OF ZEPPELIN HOLDING B.V. THAT DECLARE THESE GENERAL PURCHASING TERMS AND CONDITIONS APPLICABLE DATED 01 DECEMBER 2025

PART A - GENERAL

ARTICLE 1 - DEFINITIONS

In these General Purchasing Terms and Conditions, the following definitions are defined as follows, in addition to the definitions included in the Agreement:

Equipment:	the equipment as described in more detail in the Agreement(s) according to number, type and/or model designation;
Source Code:	a code in programming language in any format, both in human and machine-readable file types, including all explanations and procedural codes, plus all related development documents including, but not limited to, flowcharts, diagrams, reports of principles of operation and other specifications;
Data:	all information, data and files, both in digital and written form;
Documentation:	the system manual, user manual and all other written and electronic information about or belonging to the Products supplied by the Supplier;
Third Parties:	any entity or person other than Zeppelin or the Group Company or Supplier and the Supplier's affiliated companies, and their respective directors, managers and employees;
Group Company	any entity that controls or is under the sole or joint control of Zeppelin Holding B.V.. The term "control" means having direct or indirect legal or beneficial ownership of at least 50% of the total of all voting shares in an entity. Zeppelin can provide an up-to-date list of Group Companies on request;
Supplier:	the party that delivers goods to Zeppelin, performs services for Zeppelin or has agreed with Zeppelin to do so, or the party to whom Zeppelin has issued instructions of any other nature;
Licence:	the consent of the copyright holder of Software to Zeppelin or the Group Company to use and/or modify the Software (in object form unless agreed otherwise);
Agreement:	all agreements between Zeppelin and the Supplier regarding the purchase of goods and/or services by Zeppelin from the Supplier, including without limitation the framework or master agreements entered into by Zeppelin and the Supplier, and all other instructions that Zeppelin may issue to the Supplier, and all related juridical and other acts, as well as these General Purchasing Terms and Conditions;
Zeppelin:	Each Group Company (within the meaning of Section 2:24b of the Dutch Civil Code) of Zeppelin Holding B.V. that invokes these General Purchasing Terms and Conditions;
Zeppelin Data:	all information, data and records that the Supplier processes, retains or has Access to for the purpose of supplying the Products;
Zeppelin Environment:	the IT environment of Zeppelin Data, Zeppelin software and/or configurations, operating systems, network structure and, if applicable, the number of users, in virtual, electronic or physical form, maintained, hosted or provided by the Supplier, and, if applicable, connected to the Supplier's IT facilities;

Product(s):	Equipment, Software, Data and/or Services supplied or to be supplied, as further described in the Agreement;
Professional Custodian:	the professional custodian designated in an Agreement;
Software:	software to be supplied, made available, maintained and/or managed including releases, customised software, standard application software and system software, with the accompanying Documentation, as further specified in the Agreement;
Access:	the enjoyment of a physical and legal right of use and exploitation of the Product, facilities, networks or Equipment, enabling the Supplier to provide the Services under the Agreement and Order; and
Permitted Subcontractor:	the subcontractor as referred to in Article 26.

ARTICLE 2 - APPLICABILITY

2.1 These General Purchasing Terms and Conditions apply to all requests, quotations, offers, instructions, orders, order confirmations, agreements and other juridical acts regarding the delivery of goods or services, performance of instructions, or execution of other work by the Supplier to or for Zeppelin.

2.2 Any variation from and/or addition to these General Purchasing Terms and Conditions will require an express written agreement.

2.3 The applicability of any general terms and conditions of the Supplier, however named, is expressly excluded.

2.4 In the event that the terms of the Agreement deviate from these General Purchasing Terms and Conditions, the terms of the Agreement prevail. If Zeppelin and the Supplier have concluded a framework or master agreement, in the event of any conflict the following order of priority applies: (1) the terms of the agreement; (2) these General Purchasing Terms and Conditions; and (3) the terms of any other annex to the framework or master agreement.

ARTICLE 3 - CONCLUSION OF THE AGREEMENT

3.1 Quotations/offers/etc. from the Supplier are irrevocable and are valid for a minimum period of 90 days.

3.2 The Supplier will ensure that the quote/offer/etc. in any event contains the following information: the Supplier's name and address, name and address of Zeppelin, Zeppelin's article number (if applicable), a clear description of the goods and/or services to be delivered, the quantity of goods and/or services to be delivered, unit price excluding VAT, VAT amount to be paid in euros, name, address and VAT identification number of the tax representative if it pays the tax, Supplier's VAT identification number, Supplier Code (if applicable), Supplier's bank account number, delivery date and (if applicable) packing note number.

3.3 An Agreement will come into existence between Zeppelin and the Supplier only if (i) Zeppelin has expressly accepted a quotation/an offer from the Supplier in writing or has sent a written confirmation of same, and (ii) the Supplier has confirmed Zeppelin's order in writing. If the Supplier fails to confirm Zeppelin's order in writing within 5 days of Zeppelin placing the order, it will be assumed that the Supplier has confirmed Zeppelin's order in writing and the Agreement has come into existence. Insofar as the Agreement is a framework or master agreement, it will come into existence upon both Zeppelin and the Supplier accepting the Agreement in writing.

3.4 Oral orders/instructions are not binding on Zeppelin, unless Zeppelin has confirmed the oral order/instruction in writing.

3.5 All costs involved in preparing a quotation/an offer will be borne by the Supplier.

3.6 If Zeppelin has authorized certain contact persons or other persons within its organization to perform the Agreement concluded with the Supplier, goods and services can and may only be ordered by those persons authorized by Zeppelin by means of an order. If an order is sent by a person other than an authorized person, Zeppelin is at all times authorized to withdraw the order (at no cost).

3.7 The relationship between Zeppelin and the Supplier is non-exclusive. Zeppelin has no obligation to purchase any goods and/or services.

PART B - FINANCIAL CLAUSES

ARTICLE 4 - PRICES

4.1 Unless expressly agreed otherwise in writing, the prices agreed are in euros and exclusive of VAT, but will include all (other) taxes, levies and costs.

4.2 Prices are fixed, unless expressly otherwise provided in the Agreement.

ARTICLE 5 - PAYMENT

5.1 Payment will be made within a payment term of 60 days, provided that the goods delivered or the services performed have been approved and after receipt of all accompanying documentation, including the correctly addressed and full invoice.

5.2 Invoices must contain the following information: the Supplier's name and address, Zeppelin's name and address, purchase order/item number of Zeppelin (if applicable), a clear description of the goods and/or services to be delivered, quantity of goods and/or services to be delivered, unit price excluding VAT, VAT amount to be paid in euros, name, address and VAT identification number of the tax representative if it pays the tax, Supplier's VAT identification number, Supplier Code (if applicable), Supplier's bank account number, delivery date and (if applicable) packing note number.

5.3 Payment by Zeppelin does not constitute any waiver of rights whatsoever.

5.4 Zeppelin is authorized at all times to set off any amounts that it and/or any of its affiliated companies owe to the Supplier against any amounts that the Supplier owes Zeppelin and/or its affiliated companies on any basis whatsoever.

ARTICLE 6 - PREPAYMENT

6.1 In the event that any prepayment has been agreed, Zeppelin is entitled at all times to require that the Supplier provide security for the amount to be paid in advance to Zeppelin's satisfaction, for example in the form of a bank guarantee.

6.2 In the event of any prepayment for the production of goods or a work, title to the goods or work will pass to Zeppelin at the time when the prepayment is made. The risk of loss or damage passes upon delivery.

6.3 In the event of prepayment, the Supplier will provide Zeppelin with a report on the performance of the Agreement to which the prepayment pertains on a weekly basis as a minimum.

6.4 The Supplier hereby waives all rights and powers that it may have on the grounds of a possessory lien or right of repossession.

ARTICLE 7 - ADDITIONAL WORK

The Supplier will ensure that the agreed budget for performing the Agreement is not exceeded. If the Supplier finds that the actual fee will or may exceed the total amount budgeted for, the Supplier will so notify Zeppelin without delay. Zeppelin will be required to pay a fee for the time worked in excess of the budgeted time only if it consented to such work in writing in advance.

PART C - GOODS

ARTICLE 8 - DELIVERY OF GOODS

8.1 Goods must be delivered in the manner and at the time specified in the Agreement. Delivery will be DDP, as defined in the most recent version of the Incoterms.

8.2 The Supplier will be in default if an agreed deadline for delivery of any or all of the goods is exceeded. The Supplier will notify Zeppelin of any threatened late delivery without delay in writing. Such notification will not affect the possible consequences and liability arising from the late delivery. If the delivery deadline is exceeded by 10 days, in addition to damages, the Supplier will immediately after expiry of those 10 days owe a penalty of 5% of the price agreed for the goods to be delivered, plus 1% of the agreed price for every week that the delay continues. The statutory rate of interest, as provided in Section 6:119a of the Dutch Civil Code, will automatically start to run from the time when the Supplier incurs the penalty, i.e. without Zeppelin having to send the Supplier a notice of default in that regard.

8.3 Unless otherwise agreed in writing, the Supplier is not entitled to make partial deliveries. If partial deliveries have been agreed, a delivery will be deemed to include a partial delivery for the purposes of these General Purchasing Terms and Conditions.

8.4 If the quantity delivered falls short of or exceeds the quantity ordered, the delivery will be accepted only if this was expressly agreed in writing.

8.5 Delivery also includes the delivery of all related auxiliary materials and all related documentation.

8.6 The delivery is completed when the goods have been taken receipt of by or on behalf of Zeppelin and Zeppelin has signed for the delivery as evidence of its approval. Its signature does not mean that the goods delivered cannot be rejected under Article 16 of these General Purchasing Terms and Conditions. Nor does the signature referred to in the first sentence of this paragraph confer any rights on the Supplier, or (for example) prevent Zeppelin from exercising its rights arising from (for example) a breach of contract by the Supplier.

8.7 The Supplier is not authorized to suspend its delivery obligation in the event that Zeppelin fails to perform any or all of its obligations.

ARTICLE 9 - TITLE AND RISK

9.1 Title to and the risk of loss or damage to the goods will pass from the Supplier to Zeppelin upon delivery, unless (i) otherwise agreed or (ii) the goods are rejected by Zeppelin during or after delivery (on the basis of Article 16).

9.2 The Supplier warrants that title to the goods will be acquired unencumbered.

ARTICLE 10 - PACKAGING AND SHIPPING

10.1 The Supplier will package the goods at its own expense in accordance with the requirements stipulated in the Agreement and by law in a manner that is appropriate for the goods. The Supplier will be liable for any loss or damage caused by insufficient or inadequate packaging.

10.2 Each consignment must be accompanied by a packing list.

10.3 The Supplier must take back any packaging materials at Zeppelin's first request.

10.4 Any return shipment of packaging materials (on loan) will be for the Supplier's risk and account and be sent to a destination specified by the Supplier.

PART D - SERVICES

ARTICLE 11 - PROVISION OF SERVICES

11.1 Services are to be delivered in the manner and at the time specified in the Agreement and in accordance with applicable safety regulations.

11.2 The Supplier will be in default if it fails to meet an agreed deadline for the delivery of services. The Supplier will notify Zeppelin of any threatened late delivery without delay in writing. Such notification will not affect the possible consequences and liability arising from the late delivery. If the delivery deadline is exceeded by 10 days, in addition to damages, the Supplier will immediately after expiry of those 10 days owe a penalty of 5% of the price agreed for the services to be delivered, plus 1% of the agreed price for every week that the delay continues. The statutory rate of interest, as provided in Section 6:119a of the Dutch Civil Code, will automatically start to run from the time when the Supplier incurs the penalty, i.e. without Zeppelin having to send the Supplier a notice of default in that regard.

11.3 The delivery of services is completed when Zeppelin has confirmed in writing that the services have been performed or has approved the services delivered. Such confirmation or approval does not confer any rights on the Supplier, or (for example) prevent Zeppelin from exercising its rights arising from (for example) a breach of contract by the Supplier.

11.4 The Supplier may contract out the performance of services to a third party only with Zeppelin's prior written consent.

11.5 The Supplier will be responsible for the auxiliary materials, personnel and/or third parties engaged to perform the services, and will ensure that these are procured.

11.6 Delivery also includes the delivery of all related auxiliary materials and all related documentation.

11.7 The Supplier is not authorized to suspend performance of the services in the event that Zeppelin fails to perform any or all of its obligations.

ARTICLE 12 - USE OF ZEPPELIN PROPERTY

The Parties may agree that in performing the services the Supplier can use Zeppelin property and Zeppelin will lend such property for use by the Supplier. Zeppelin may attach conditions to such loan for use.

PART E - RELATIONSHIP BETWEEN PARTIES

ARTICLE 13 - CONFIDENTIALITY

13.1 The Supplier is required to treat as strictly confidential all information originating from Zeppelin (including ideas, know-how, trade secrets, data, procedures, materials, samples and similar) to which the Supplier becomes privy in the course of (performing) the Agreement and which Zeppelin has designated as confidential or the Supplier should reasonably understand to be confidential in nature ("Confidential Information"). The Supplier must restrict access to Confidential Information to those persons who need the information for the purposes of (performing) the Agreement. Unless Zeppelin's prior written consent has been obtained, the Supplier will not disclose any

Confidential Information or any part thereof to any person, firm, company or other entity; the Supplier will not use the Confidential Information or any part thereof for any purpose other than for the Agreement and its performance.

13.2 The duty of confidentiality referred to in article 13.1 does not apply to information which the Supplier can prove in writing:

- was fully in the Supplier's possession prior to disclosure by Zeppelin without the Supplier being bound by a duty of confidentiality to Zeppelin or a third party; or
- was already generally known or available the time of disclosure by Zeppelin or subsequently became generally known or available other than by an act or omission on the part of the Supplier; or
- was acquired by the Supplier from a third party that was not bound by a duty of confidentiality regarding that information; or
- was independently developed by the Supplier without using any information disclosed by Zeppelin; or
- must be disclosed by the Supplier by virtue of the law or any regulation or rule imposed by a body recognized by the authorities, or a binding decision of a court or other government body that cannot be appealed. In such case, the Supplier will notify Zeppelin in a timely fashion so that the scope of the disclosure by the Supplier can be limited to what is strictly necessary in consultation with Zeppelin.

13.3 The Supplier is required to impose the same obligation as referred to in article 13.1 upon its employees and third parties engaged by the Supplier in performing the Agreement. The Supplier warrants that such employees/third parties will not breach such duty of confidentiality.

ARTICLE 14 - INTELLECTUAL PROPERTY

14.1 Insofar as any intellectual property rights subsist in goods and/or services delivered by the Supplier, including the related documents, and the Supplier can prove that those rights already existed and were owned by the Supplier prior to the effective date of the Agreement or have been developed independently of the Agreement or its performance, such intellectual property rights will be owned by the Supplier. The Supplier grants Zeppelin a non-exclusive, perpetual, irrevocable, worldwide and transferable right to use such intellectual property rights for any purpose related to Zeppelin's business or activities. This right of use granted to Zeppelin also includes the right to grant such right of use to its (prospective) customers or to other third parties with which Zeppelin maintains relations for purposes of conducting its business.

14.2 The Supplier warrants that the use (including re-sale) of the goods or services delivered by the Supplier will not infringe any intellectual or other property rights of third parties.

14.3 The Supplier will indemnify Zeppelin against any third-party claims arising from any infringement of the rights referred to in article 14.2 of these General Purchasing Terms and Conditions, and the Supplier will compensate Zeppelin for any loss or damage resulting from such infringement.

14.4 All drawings, materials and other auxiliary materials supplied by Zeppelin or produced or purchased by the Supplier at Zeppelin's expense will be the property of Zeppelin and can immediately be claimed back by Zeppelin at any time. The Supplier will manage all these auxiliary materials and keep them in a proper state of repair at its own expense and risk. The Supplier will not use these materials for, or allow them to be used by, a third party unless so authorized by Zeppelin in writing. Article 13 applies mutatis mutandis to all the auxiliary materials referred to in this article.

14.5 All intellectual property rights in all materials, methods, data, drawings, information, reports, know-how, inventions, trade secrets, improvements, techniques and other results, including the related documentation, arising in connection with or as a result of any relationship (including the Agreement) between Zeppelin and the Supplier will be owned exclusively by Zeppelin from the time when such rights come into existence. To the extent required, the Supplier hereby unconditionally transfers such intellectual property rights to Zeppelin for no consideration, and Zeppelin accepts this transfer. If any deed or other formality is required for the transfer or to enter the transfer in the relevant registers, the Supplier agrees to lend its unconditional cooperation or hereby irrevocably authorizes Zeppelin to effectuate such transfer or the entry of such transfer (or such other formality).

14.6 If the Supplier collects and stores any information in connection with the delivery of goods and/or services to, and/or the performance of work, for Zeppelin (hereinafter the 'Data'), such Data will be deemed to constitute Confidential Information as defined in article 13.1 and the Supplier will be required to treat such Data as strictly confidential. The Data will be provided to Zeppelin at its first request, and will not be shared with any party other than Zeppelin without Zeppelin's prior consent. The Supplier is not permitted to alter, destroy or use the Data other than in accordance with this article. Insofar as the Data is subject to intellectual property rights, including but not limited to copyrights or database rights, the Supplier will transfer those rights to Zeppelin at its first request.

ARTICLE 15 - PRIVACY AND PERSONAL DATA

15.1 The Parties will put in place adequate safeguards with respect to the protection of the privacy of individuals when processing personal data under this Agreement.

15.2 If the performance of the Agreement by the Supplier involves processing personal data for which Zeppelin is responsible, the Supplier will strictly adhere to the provisions of the Zeppelin Data Processing Agreement and the applicable data protection laws and regulations. If applicable, the Zeppelin Data Processing Agreement will be attached by Zeppelin to

this Agreement as an annex.

15.3 Failure by the Supplier to perform any obligation under the Zeppelin Data Processing Agreement entitles Zeppelin to terminate the Agreement with immediate effect.

PART F - RIGHTS AND OBLIGATIONS

ARTICLE 16 - INSPECTION/NO OBLIGATION TO COMPLAIN

16.1 Zeppelin is entitled at all times to inspect (or arrange for the inspection of) the goods delivered or to be delivered, or to examine whether the services delivered have been performed in accordance with the Agreement. The Supplier is obliged to cooperate fully.

16.2 If goods are rejected, Zeppelin will so notify the Supplier. Zeppelin will store (or arrange for storage of) the rejected goods at the Supplier's expense and risk. If the Supplier fails to take back the goods within 14 days of Zeppelin notifying the Supplier that the goods have been rejected, Zeppelin may either return those goods to the Supplier at the Supplier's expense and risk without the Supplier's consent, or store, sell or destroy the goods at the Supplier's expense and risk.

16.3 The findings - or the absence - of an inspection or examination as referred to in article 16.1 will not confer any rights on the Supplier.

16.4 Zeppelin will in no event be bound by any deadline stipulated by the Supplier in which to notify its rejection of the goods delivered or to submit a complaint.

ARTICLE 17 - WARRANTY

17.1 The Supplier warrants that the goods or services to be delivered will conform to the Agreement. This warranty means as a minimum that:

- the goods will have the assured characteristics;
- the goods will be new and free of any defects or third-party rights, including but not limited to encumbrances;
- the goods or services will be fit for the purposes for which the instructions were issued/order was placed or the Agreement was entered into;
- the services will be performed skilfully/expertly in accordance with the state of the art and without interruption;
- the goods and/or services meet the requirements imposed by or pursuant to the law and/or applicable regulations, including self-regulation, and/or stipulated by Zeppelin, including without limitation in terms of quality, health & safety, the environment and advertising;
- the goods will come with all legally required notices, including without limitation an indication of the manufacturer or the party that has put the goods on the market;
- the goods will come with all the information and instructions necessary for their proper and safe use; and
- the goods will come with all the documentation requested by Zeppelin, regardless of whether it requested such documentation before, during or after concluding the Agreement.

17.2 The Supplier also warrants, *inter alia*, that (i) it will not violate the child labour laws applicable to the Supplier; (ii) it will not discriminate based on race, gender, religion, etc., and all forms of discrimination will be prohibited; (iii) there will be no forced or hidden labour or hazardous work or community service involved, except for the work of prisoners who can freely choose their work location and receive a salary that is in accordance with market terms; (iv) employees will be offered proper and secure employment terms and living conditions; and (v) the right of freedom of association will be respected.

17.3 Regardless of the findings of previous inspections, if any goods delivered prove not to comply with the provisions in paragraph 1 of article 17, the Supplier will, at Zeppelin's first request and at Zeppelin's discretion, either repair or replace the goods or supply any missing goods at its own expense, unless Zeppelin prefers to terminate the Agreement in accordance with Article 21 of these General Purchasing Terms and Conditions, without this affecting Zeppelin's other rights arising from breach (including the right to damages). All related costs (including the costs of repair and disassembly) will be payable by the Supplier.

17.4 In urgent cases, and in cases in which it must reasonably be assumed following consultation with the Supplier that the Supplier will fail to perform its obligations, Zeppelin will be entitled to repair or replace the goods, or to have this done by a third party, at the Supplier's expense. This will not release the Supplier from its obligations under the Agreement.

17.5 Unless otherwise agreed in writing, the warranty applies for a term of three years from delivery of the goods or performance of the services.

17.6 The Supplier warrants that it will be able to supply component parts of the goods and/or services delivered to Zeppelin for a minimum period of five years from delivery.

17.7 Any agreed warranty period recommences after acceptance of the repairs, replacements or additions covered by the warranty provisions.

ARTICLE 18 - LIABILITY

18.1 Failure by the Supplier to perform its obligations entitles Zeppelin to require that the Supplier remedy all or any

part of the failure and/or the consequences of such failure at the Supplier's expense and risk.

18.2 The Supplier will be liable for any loss or damage sustained by Zeppelin as a result of any failure by the Supplier to perform its obligations and/or as a result of any act or omission on the part of the Supplier or its employees or any third party engaged by the Supplier.

18.3 Without restricting the generality of Article 14.3, the Supplier will indemnify Zeppelin against all third-party claims connected with the Agreement concluded between Zeppelin and the Supplier.

18.4 The Supplier will take out appropriate business liability insurance with a minimum cover of €5,000,000 per claim, and will allow Zeppelin to inspect the policy at its request. This insurance obligation extends to any auxiliary materials in any way involved in the performance of the Agreement.

18.5 Zeppelin will not be liable for any loss or damage sustained on the part the Supplier, unless it has resulted from an intentional act or omission or wilful recklessness on the part of Zeppelin's managerial staff.

18.6 The obligation to submit a complaint under Sections 6:89 and 7:23 of the Dutch Civil Code is excluded.

ARTICLE 19 - FORCE MAJEURE

19.1 Force majeure is defined as circumstances beyond a party's control within the meaning of Section 6:75 of the Dutch Civil Code. If a Party is affected by an event of force majeure, performance of the Agreement will be fully or partially suspended for the duration of the force majeure, without either Party being required to pay the other compensation. If the force majeure lasts longer than thirty (30) days, the other Party is entitled to dissolve the Agreement with immediate effect and without court order by means of a registered letter, without this giving rise to any right to compensation.

19.2 Force majeure on the part of the Supplier shall in any case not include: lack of personnel, strikes, breach of contract by third parties engaged by the Supplier, failure of auxiliary materials, liquidity or solvency problems at the Supplier and government measures at the Supplier's expense. This is not an exhaustive list.

19.3 An epidemic or pandemic can have a negative impact on the delivery, logistics and project implementation plans of the Supplier and/or Zeppelin's interest in the delivery of goods and/or services.

19.4 If and insofar as the outbreak has a negative impact on Zeppelin's interest in the delivery of goods and/or services, Zeppelin is entitled to renegotiate and/or to suspend the right to demand performance of its obligations, without being liable for any costs, loss or damage on the part of the Supplier as a result of the suspension.

19.5 If a suspension by Zeppelin on the grounds of Article 19.4 lasts longer than 120 days, either Party is entitled to terminate the Agreement with immediate effect, and without either Party being liable for any costs, loss or damage on the part of the other Party as a result of the termination.

ARTICLE 20 - APPLICATION OF STAFF HIRER'S LIABILITY AND VICARIOUS TAX LIABILITY LEGISLATION AND THE LABOUR MARKET FRAUD (BOGUS SCHEMES) ACT

20.1 When performing the Agreement, the Supplier must, in its dealings with its employees, comply with all applicable laws and regulations and the collective bargaining agreement (if any). The Supplier must record all employment terms affecting the performance of services in a transparent and accessible manner.

20.2 The Supplier must allow the competent authorities and/or Zeppelin access to those employment terms at their request, and cooperate in any inspections, audits or wage validation procedures, insofar as permitted by law. The Supplier is required to impose the obligations under this article in full on all parties with which it enters into contracts for the purpose of performing the Agreement.

20.3 The Supplier will strictly comply with its obligations to and in connection with the persons that it has engaged for the purpose of performing the Agreement. The Supplier will indemnify Zeppelin against any third-party claims in connection with any failure by the Supplier or a third party engaged by the Supplier (such as subordinates, non-subordinates, subcontractors, etc.) to perform obligations to those parties and/or the Dutch Tax and Customs Administration.

20.4 The Supplier will provide Zeppelin, each time at its first request, with a copy of a statement issued by the Dutch Tax and Customs Administration regarding its payment behaviour.

20.5 Zeppelin is entitled at any time to pay a portion (at least 25% of the amount of invoice) of the amount it owes the Supplier in connection with the wage tax, social insurance contributions, employee insurance premiums and income-based contribution under the Healthcare Insurance Act in connection with the performance of the Agreement for which Zeppelin might be liable under the Dutch Tax Collection Act 1990 and related Staff Hirer's Liability, Vicarious Tax Liability and Client's Liability Regulations 2004, to the Supplier by payment into the Supplier's escrow account as referred to in the Tax Collection Act 1990 and related Staff Hirer's Liability, Vicarious Tax Liability and Client's Liability Regulations 2004. The Supplier must open and keep such an escrow account at Zeppelin's first request.

20.6 In the cases as referred to in Article 20.6, the amounts paid by Zeppelin will be understood to be paid on the outstanding obligation.

PART G – IT TERMS AND CONDITIONS

ARTICLE 21 - LICENCE

21.1 If Zeppelin acquires a Licence, the Supplier irrevocably grants this Licence to Zeppelin for the period specified in the Agreement. If no specific term has been agreed for the Licence, Zeppelin has the perpetual right to use the Software for which the Licence was granted and this right cannot be terminated.

21.2 Zeppelin is entitled to allow third parties to use the Licence if this is necessary or useful for the performance of work for Zeppelin. Furthermore, Zeppelin is entitled to transfer the Licence or make it available for use by its Group Companies.

21.3 If the Supplier fails to perform or refuses to perform the obligations agreed in connection with the Licence at market-standard conditions, Zeppelin is entitled to modify the Software for which the Licence was granted, or to have the Software modified, for maintenance purposes or for any other reason.

21.4 Unless explicitly agreed otherwise in writing, such right of use is not linked to any particular Equipment, location or persons.

21.5 Zeppelin is entitled to make copies of the Software for backup purposes. In the event of a disaster, these copies may be used for fallback purposes by Zeppelin's fallback facilities or third parties engaged by Zeppelin for that purpose.

ARTICLE 22 - QUALITY

22.1 The Parties will endeavour to continuously improve the quality of the Products delivered or to be delivered under the Agreement.

22.2 The Supplier has a quality system that is standard in the IT sector for the Products supplied by the Supplier (such as ISO or CMM). The quality system contains detailed descriptions of the processes to be carried out by the Supplier for the provision of Services to Zeppelin or the Group Company. The Supplier complies with and will continue to comply with the applicable requirements and quality levels during the term of the Agreement and/or the relevant Order.

22.3 The Supplier is ISO 27001 certified or has an SOC2/ISAE 3402 or similar standard report covering the scope of the services and will offer its Products in accordance with the underlying regulations. If Supplier is not certified according to ISO 27001, the Parties may agree that Supplier will periodically submit a statement describing Supplier's data security policy, which must at least comply with the principles of ISO 27001.

22.4 The Supplier will provide the certificates and assurance reports as referred to in this article at Zeppelin’s first request.

22.5 Zeppelin has the right to inspect the applicable quality manuals and reporting manuals. Zeppelin may request the Supplier to submit the relevant quality manuals and report manuals for assessment by an independent Third Party to be designated by Zeppelin or a certified IT auditor of Zeppelin.

22.6 The Supplier warrants that:

- the Software and Equipment are free of defects and do not contain any foreign elements (such as logic bombs, back doors, viruses or worms);
- the Software and Equipment works efficiently, properly and (if the Software and Equipment have been supplied by the Supplier) in a cohesive manner; and
- even at peak loads, the Software and Equipment will continue to meet the agreed and promised requirements, properties and specifications.

ARTICLE 23 - SECURITY

23.1 The Supplier will provide the Products and Services in accordance with all applicable laws, regulations and best practices in the area of information security, including but not limited to the standards set out in the "Quality" article and the Zeppelin security guidelines. Zeppelin will inform the Supplier of the Zeppelin security guidelines.

23.2 The Supplier will comply with and continue to comply with the rules, policies and legislation and regulations declared applicable in the Agreement and to which reference may be made in the applicable Order. The Supplier must perform self-evaluations so as to ensure and, where necessary, improve compliance with security obligations.

23.3 The Supplier will at all times prevent other customers of Supplier and other Third Parties from accessing Zeppelin Data or the Zeppelin Environment and vice versa, and will grant, on a need-to-know/strictly necessary basis, employees and Permitted Subcontractors authorisations; such authorisations will only be granted to the extent necessary for the relevant employee or Permitted Subcontractor to perform their duties with regard to the delivery of the Products. At Zeppelin's request, the Supplier will immediately provide all information about the authorisation and access rights relating to the Zeppelin Data and Zeppelin Environment.

23.4 The Supplier will ensure that the security risks associated with all Products are known, assessed, and recorded. Based on the assessment and identification of such security risks by the Supplier, the Supplier will draw up a security plan that will be updated periodically. The security plan will be shared with Zeppelin at its first request.

23.5 The Supplier will designate a single point of contact for all communications concerning all aspects of the Supplier's information security.

23.6 The Supplier will notify Zeppelin of all information security incidents that occur in connection with Products delivered to Zeppelin in good time, but no later than within 24 hours after the discovery of an information security incident.

23.7 The Zeppelin Data will always be processed within the EEA, unless the Parties have made additional arrangements in this regard.

ARTICLE 24 - MAINTENANCE

24.1 If Zeppelin purchases maintenance from the Supplier, the Supplier will:
- remedy errors in the Products and rectify malfunctions, both preventively and correctively; and
- in the event of Software maintenance - provide upgrades and new versions of the Software.

24.2 The maintenance will be carried out in such a way as to disturb Zeppelin's operations as little as possible.

24.3 If Zeppelin reports an error or malfunction in the Products to the Supplier, the Supplier will commence as soon as possible and subsequently work uninterruptedly and with optimum effort to rectify the error or remedy the malfunction.

24.4 Modifications to the Software must not adversely affect the Products (as determined by Zeppelin). Upgrades and new versions of the Software must contain at least the same functionalities as originally agreed.

24.5 Zeppelin is not obliged to use a new or an improved version of the Products. The Supplier will be able to perform maintenance work for at least 7 years after delivery and acceptance of the Products.

24.6 The costs of performing maintenance on Products are included in the costs paid by Zeppelin to the Supplier for their use.

ARTICLE 25 - DIVESTMENTS AND JOINT VENTURES

25.1 In the event of a divestment or sale of business or part of Zeppelin or the Group Company (the "Departing Entity") to Third Parties, or if Zeppelin participates in a joint venture, Zeppelin may require Supplier to continue supplying the Products to the Departing Entity (and/or its acquirer) for a period of twelve (12) months from the date on which the divestment or joint venture becomes effective, or during the term of an Order, whichever is longer.

25.2 The Products to be delivered to the Departing Entity, its acquirer and/or the joint venture (including the use of software licences provided by the Supplier) will be granted under conditions similar to the terms of the Agreement and/or the relevant Order(s), provided that the Departing Entity (or its acquirer) or the joint venture declares in writing that it will comply in full with the conditions of (i) the Agreement and the applicable Orders, and (ii) any guarantee for payment for the Products. For the sake of clarity, the Parties acknowledge that similar terms can only apply if the necessary network connections are available or made available to the Departing Entity (or its acquirer) or joint venture at the expense of the Departing Entity (or its acquirer) or the joint venture.

25.3 No later than at the end of the aforementioned period, the Parties will decide whether the services will be continued independently by the joint venture or the acquiring party. In any event, the service agreement between Zeppelin and the Supplier will be amended in the sense that the volume of the services to be purchased is reduced. This reduction will not be subject to further conditions and will be made without compensation for the Supplier.

ARTICLE 26 - SUBCONTRACTOR

26.1 Unless otherwise agreed in an Order, the Supplier or an Affiliated Company of the Supplier is not entitled to engage subcontractors in the supply of Products, except to the extent that Zeppelin or the relevant affiliated company has agreed in advance in writing to engage the relevant subcontractor (the "Permitted Subcontractor"); such consent will not unreasonably be withheld or delayed. The written consent of Zeppelin or the Group Company will not release the Supplier or its affiliated company from its (outsourced) obligations or liabilities in connection with the Products, and the Supplier or the Supplier's affiliated company will remain responsible and liable to the same extent for Products provided by its Permitted Subcontractors as if Supplier or the Supplier's affiliated company had delivered the Products itself.

26.2 The Supplier will apply and maintain adequate procedures for (i) the appointment of subcontractors and/or Third Parties and (ii) the use and implementation of products and services supplied by Third Parties.

ARTICLE 27 - CONTINUITY OF THE SERVICES

27.1 Unless otherwise agreed in the Order, the Supplier must implement and document a plan relating to the continuity of business operations and resumption of activities following a disaster (part of Business Continuity Management, hereinafter referred to as: "BCM").

27.2 If the Supplier is required to implement BCM pursuant to the Order, the Supplier must immediately implement the BCM procedures and measures in the event of an incident that would require the Supplier to implement the BCM procedures and measures according to BCM.

27.3 The Supplier acknowledges that BCM procedures and measures are intended, inter alia, to limit the impact of circumstances that could qualify as force majeure. Consequently, any incident for which the Supplier has agreed

on BCM will be fully attributable to the Supplier. In the event of such an incident, the Supplier will not be entitled to invoke force majeure (for example in case of bankruptcy) where the incident results in a breach that would not have arisen if the Supplier had implemented the BCM procedures and measures as agreed.

27.4 The Supplier will regularly test the BCM procedures and measures and have them audited, at its own expense, by an independent external auditor. Immediately after the test report and the auditor's report have become available, the Supplier will provide Zeppelin with a copy of both reports. If a report states that the BCM procedures and measures are not sufficiently effective, the Supplier will remedy this as soon as possible.

27.5 The Supplier will ensure that the data are adequately backed up to prevent loss of data. The recovery procedure will be tested periodically. The backup and recovery procedure will be available for inspection by Zeppelin.

ARTICLE 28 - ESCROW

28.1 The Supplier undertakes to entrust, at its own expense, (1) a copy of the latest version of the Source Code of the Product developed by Supplier that is offered as part of the services, (2) from time to time thereafter and whenever available, a copy of all improvements, modifications and new versions of this Product, and (3) all Documentation required for the management and modification of the Source Codes, to the Professional Custodian designated in the Agreement and/or Order.

28.2 The Supplier will instruct the Professional Custodian and enable it to make available copies of the Source Code of agreed Products.

28.3 The Supplier will ensure that Zeppelin is registered with the Professional Custodian as beneficiary for the Source Code. Any costs associated with this registration will be borne by Zeppelin.

ARTICLE 29 - TRANSFER

29.1 Upon expiry or termination of the Agreement or an Order, the Supplier will cooperate in good faith in order to ensure the orderly and prompt transfer of the Products as currently performed by Supplier to a party designated by Zeppelin or the Group Company. If Zeppelin or the relevant Group Company decides to continue the Products, the Supplier will also cooperate in good faith to ensure an orderly and prompt transfer of the Products to Zeppelin or the Group Company. The Parties may enter into an Order for the transfer of the Products and will agree a transfer plan setting out a timetable for the transfer, an overview of the Parties' obligations and the activities to be performed and a description of the financial consequences of such transfer. The Supplier will use its best efforts to provide the party designated by Zeppelin or the Group Company with all information relevant (in connection with the Products) that is in the Supplier's possession.

29.2 The Supplier's cooperation and obligations include, but are not limited to:

29.2.1 efforts to facilitate the transfer, such as making personnel with the required skills available to effect the transfer;

29.2.2 assistance in the development of a transfer plan;

29.2.3 providing full Access to all data relevant to the work of Zeppelin and the Group Companies and data such as files and statistics of the help desk, files and statistics of Change Requests, backups, asset management lists, lists of ongoing work and names, and providing support in having these transferred to Zeppelin, Group Companies and/or the party designated by Zeppelin.

29.2.4 supporting the new personnel with regard to knowledge in a manner to be further agreed between the Parties in the transfer plan; and

29.2.5 assisting in the transfer of Products and systems to the extent necessary to ensure Zeppelin's business continuity.

29.3 If the Products are fully or partly licensed by the Supplier from a Third Party, the Supplier will endeavour to have such licence transferred to Zeppelin or a party designated by Zeppelin, without any charges or costs being owed to the Supplier.

ARTICLE 30 - NON-COMPETITION

During the Term of the Agreement and until one year after its expiry, the Supplier will refrain from approaching, recruiting, contracting or taking over employees of the other party, unless the Parties agree otherwise in writing.

PART H - MISCELLANEOUS

ARTICLE 31 - TERMINATION

31.1 Zeppelin is authorized at all times to terminate the Agreement without valid reason and without any obligation to pay damages, subject to 3 calendar months' notice.

31.2 Zeppelin is entitled to suspend, withdraw, dissolve or terminate any Agreement with the Supplier with immediate effect and without court order, and without being obliged to pay the Supplier any compensation:

– If the Supplier fails to perform any of its obligations and, insofar as performance has not become

permanently or temporarily impossible, fails to perform those obligations within 30 days after the date of a written notice of default issued by Zeppelin;

- in the event of suspension of payments (or an application thereto) or winding up (or an application thereto) with respect to the Supplier;
- In the event that the Supplier or Zeppelin terminates its business activities;
- If a person or an entity other than the Supplier's current parent company (i) has become the holder of more than 50% of the shares in the Supplier's share capital, or (ii) can exercise more than 50% of the voting rights at the Supplier's general meeting, of shareholders, whether or not by virtue of an agreement with other parties entitled to vote;
- In the event that the permits required for the Supplier's or Zeppelin's business activities are revoked or the terms and conditions of such permits are amended, as a result of which the Supplier or Zeppelin can no longer continue its business activities in the agreed manner;
- In the event that any of the Supplier's operating assets required to conduct its business activities and/or to perform an Agreement are seized; or
- In the event that the Supplier transfers its rights and obligations under an Agreement to a third party without Zeppelin's prior written consent.

31.3 Upon full or partial termination of the Agreement, regardless of the cause, the Supplier will:

a. provide Zeppelin at its first request with all data, documents and/or materials already developed by the Supplier on the basis of the Agreement and any information necessary for their further development;
b. fully cooperate in the work performed by the Supplier under the Agreement to be transferred to Zeppelin or a third party designed by Zeppelin so as to ensure its continuity;
c. at Zeppelin's request, continue to deliver the goods and/or services under the same terms as those set out in the Agreement for a maximum period of six months from the end of the Agreement so as to ensure a proper handover.

31.4 All amounts that Zeppelin stands to receive from the Supplier in the events referred to above in this article will immediately be due and payable in full.

ARTICLE 32 - COMPLIANCE

32.1 Compliance with applicable national and international rules and requirements constitutes an important basis for the collaborative relationship between Zeppelin and the Supplier and serves to ensure long-term economic success. A Supplier Statement has been drawn up for that purpose.

32.2 The Supplier warrants to Zeppelin that the Supplier Statement will be complied with by the Supplier and by any third party engaged by it.

32.3 If the Supplier or any of its group companies fail to perform an obligation under this article or act wrongfully, the Supplier will indemnify Zeppelin against all claims by third parties resulting from and connected with such failure or wrongful act.

ARTICLE 33 - USE OF THIRD-PARTY SERVICES

The Supplier will only use the services of third parties for the purpose of performing the Agreement after obtaining Zeppelin's consent. Zeppelin will not unreasonably withhold its consent. Zeppelin may attach conditions to its consent. The Supplier will at all times be responsible and liable for the services of third parties.

ARTICLE 34 - TRANSFER

34.1 Without Zeppelin's prior written consent, the Supplier will not transfer or transfer any of its rights or obligations under the Agreement to a third party. This prohibition does not apply to the assignment or pledging of monetary claims (receivables) as referred to in Section 3:83 of the Dutch Civil Code

34.2 Without Zeppelin's prior written consent, the Supplier shall not subcontract the performance of any of its obligations under the Agreement to a third party.

ARTICLE 35 - INVALIDITY OF ONE OR MORE PROVISIONS

35.1 The invalidity of any provision in the Agreement will not affect the validity of the other provisions in the Agreement.

35.2 If and insofar as a provision in the Agreement is invalid or, according to standards of fairness and reasonableness, unacceptable in the given circumstances, a provision approximating the purport of the original provision as closely as possible and which is acceptable in light of all the circumstances will apply as between the Parties.

ARTICLE 36 - GOVERNING LAW AND COMPETENT COURT

36.1 The legal relationship between Zeppelin and the Supplier is governed exclusively by Dutch law. The applicability

of the UN Convention on Contracts for the International Sale of Goods is excluded.

36.2 Any disputes between Zeppelin and the Supplier will be adjudicated in the first instance by the District Court in Utrecht, The Netherlands (Rechtbank Midden-Nederland).

ARTICLE 37 - FINAL PROVISIONS

37.1 Obligations which of their nature are intended to continue to apply after termination of the Agreement shall continue after such termination. These obligations include:

- the articles on liability and warranty;
- the articles on intellectual property rights;
- the obligations arising for confidentiality purposes; and personal data protection.

37.2 The Dutch version of these General Purchasing Terms and Conditions is the only authentic text. In the event of discrepancies between the Dutch version and a translation into a foreign language, the Dutch version prevails.

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