

General Purchase Conditions

March 2025



1. Definitions

1. In these general purchase conditions, the terms and expressions used below are defined as follows:
 - a) GPC: these purchase conditions; Services: the activities to be performed by Supplier for a specific need of Client, not being the supply of Products; Supplier: Client's counterparty;
 - b) Client: Industrie- en Handelsonderneming Vreugdenhil B.V. located in Nijkerk on the Arkerpoort 5, registered with the chamber of commerce under number 09040933, as well as its affiliated legal entities;
 - c) Agreement: the agreement between Client and Supplier, concerning the purchase of Products and/or the purchase of Services by Client from Supplier, including this GPC and its annexes;
 - d) Products: all physical items and IT products delivered or to be delivered to Client in performance of an Agreement;
 - e) In writing: by letter, by telefax or by e-mail.

2. Conclusion of Agreement

1. The Agreement shall only come into effect if and insofar as the Client accepts an offer by providing a Written order/order confirmation.

3. Applicability

1. These GPC apply to all current and future Agreements between the Parties, as well as quotations or offers made to Client by Supplier and order confirmations, purchase orders, orders, assignments from Client to Supplier regarding Products and/or Services.
2. General terms and conditions of the Supplier or third parties engaged by the Supplier, under whatever name, are hereby explicitly rejected and shall never apply to the legal relationships referred to in article 1. By entering into an Agreement with Client or by commencing performance thereof, Supplier waives any alleged applicability of such general terms and conditions, so that only these GPC apply to all Agreements.
3. Deviations from these GPC in the other documents forming part of the Agreement are only binding on the Client if and insofar as they are explicitly laid down in writing and confirmed in writing by the Client. The Supplier cannot derive any rights from any agreed deviations from these GPC in subsequent agreements.
4. The 'Supplier Code' posted on Client's website, found at [this link](#) shall apply in full to all Agreements entered into and all deliveries of Products and Services. Supplier explicitly agrees to its applicability and that the Supplier Code be made available online.

4. Offer

1. Any quotation/offer made by the Supplier shall be irrevocable, free of charge and non-binding and shall be valid for at least 30 days, unless otherwise agreed.
2. The offer is made by mutual agreement. By concluding the Agreement, the parties consider the prices to be reasonable and fair.

5. Changes

1. The Client has the right during the term of the Agreement to instruct the Supplier In Writing to change the scope and/or quality of the Products and/or Services to be delivered or to require additional deliveries of Products and/or extension of the Services after execution of the Agreement. The Supplier shall then be obliged to implement the relevant changes under the same conditions and for the same unit price as agreed in the Agreement and shall be bound as if those changes had been included in the Agreement.
2. If a change in accordance with article 5.1 has, in the opinion of the Supplier, consequences for the agreed fixed price and/or delivery time, he shall, before proceeding with the change, inform Client thereof In Writing as soon as possible, but not later than five (5) working days after notification of the requested change. The Supplier shall only be entitled to increase the price or extend the delivery time with respect to the previously agreed unit price/delivery time, if the Supplier can reasonably demonstrate that, with

respect to the change, delivery cannot be made under the same conditions. If these consequences for the price and/or delivery time are unreasonable in the opinion of the Client, the Client shall be entitled to omit the change and/or to dissolve the Agreement by means of a Written notice to the Supplier, unless this would be manifestly unreasonable. A termination under this article gives Parties a right to damages.

6. Deployment of third parties

1. The Supplier is not allowed to transfer the Agreement or its obligations ensuing therefrom in full or in part, or to outsource any part of the Agreement to a third party, without the Client's prior Written consent.
2. In case Client grants permission for the provisions of article 6.1, it has the right to attach conditions to the permission. Even in the event of consent (i) such third party shall be fully bound by the provisions of these GPC as well as by what has been agreed with the Client in respect of the Agreement or part thereof, and (ii) the Supplier shall remain fully responsible and liable to the Client for the correct fulfilment of its obligations under the Agreement and/or any resulting agreement(s). Supplier shall fully indemnify Client against claims, on whatever grounds or title, of third parties engaged by Supplier.
3. Claims of the Supplier against the Client are not transferable except with the written consent of the Client.

7. Prices

1. Unless expressly agreed otherwise in the Agreement, the agreed prices in an Agreement are exclusive of VAT but inclusive of taxes and other governmental levies payable, and constitute full compensation for the costs incurred by the Supplier in the performance of the Agreement, including but not limited to social contributions and payroll taxes in connection with persons deployed by the Supplier in the performance of work under the Agreement, in accordance with the agreed applicable Incoterms. The prices of the Services are always inclusive of all travel and accommodation costs, as well as any other costs associated with the deployment of personnel of Supplier and third parties deployed by Supplier.
2. Unless otherwise agreed in writing, exchange rate risks are for the Supplier's account and risk.
3. The Supplier shall not increase the agreed prices during the term of the Agreement. Changes in wages, materials, duties, taxes, import and export duties, excise duties, or other costs on the basis of which the price stated in the Agreement has been arrived at cannot be passed on by the Supplier to the Client and shall be at the expense and risk of the Supplier.
4. In the event that the Supplier is obliged to increase prices on the basis of a mandatory statutory provision, the Client has the right to terminate the Agreement with immediate effect.



8. Payments

1. Unless otherwise agreed in writing and if the Supplier fulfils its obligations under the Agreement, payment of invoices shall be made within a period of 60 days. Only invoices correctly addressed and specified as agreed shall be eligible for payment. Incorrect invoices will be returned and not paid.
2. Payment by the Client in no way implies a waiver of any right or approval of the delivered goods and does not release the Supplier from any liability in this respect. The Client is entitled to set off all claims the Supplier has on the Client against claims the Client has on the Supplier, now or in the future, under the Agreement or on any other account. The Supplier shall never be entitled to apply set-off against the Client.
3. The Client is entitled to suspend payment if the Supplier is in default in respect of its obligations under the Agreement. The Supplier shall never be entitled to suspend its obligations under an Agreement.
4. Payment of an invoice releases Client from any payment obligation for the work or deliveries to which the invoice applies and cannot be regarded by Supplier as payment of any other claim asserted by the other party against Client.
5. If the agreed term of payment is exceeded, only after sending a notice of default with a deadline of 30 days, the Supplier is exclusively entitled to charge the Client default interest of 0.1% of the principal sum per month, unless the statutory consumer interest rate is lower, without the Supplier being entitled to any (compensation) or remedy, as well as an amount for extrajudicial collection costs.

9. Delivery times

1. Agreed delivery periods for both Products and Services are of a fatal nature, and exceeding the delivery period means that the Supplier is in default without notice of default.

The Supplier shall immediately inform the Client regarding any delay in the performance of the Agreement, specifying the circumstances causing the delay. Such notification shall not relieve Supplier of its obligation to perform the delivery in time and in full.

2. If the Client considers the announced exceeding of the term unacceptable, it may dissolve the relevant Agreement with immediate effect by means of a Written declaration, without being liable to pay any compensation to the Supplier, while retaining the rights to which the Client is entitled.

10. Delivery and packaging of Products

1. Delivery shall be made in accordance with agreed applicable Incoterms at the location specified by Client, provided with the appropriate waybill or packing slip and at the agreed time.
2. Supplier shall be obliged to pack and preserve the Products properly, without damage, in such a way that they reach the place of delivery in good condition and the unloading of the Products can take place safely, with due observance of the applicable laws and regulations.
3. At the Client's first request, the Supplier shall, at its own expense and risk, take back and responsibly dispose of the packaging material used by the Supplier.
4. Additional or reduced deliveries will not be accepted unless previously agreed in writing with the Client. Any additional costs shall be borne solely by the Supplier.
5. The Supplier is obliged to make associated required documentation, including for example certificates, available to the Buyer prior to or at the same time as the delivery.

11. Risk and ownership transfer

1. Supplier warrants that full and unencumbered ownership of Products is delivered.
2. Goods and/or Services shall remain at the expense and risk of the Supplier until delivered in accordance with the applicable Incoterms.
3. Acceptance of Products shall be made by notice to Supplier. Acceptance by Client shall not affect Supplier's obligation to ensure that the Products

comply with the agreed requirements and specifications and any warranty obligations incumbent on Supplier under the Contract.

4. Ownership of Goods shall pass from the Supplier to the Client at the time of delivery, unless otherwise agreed between the Parties, or if Goods are rejected by the Client in accordance with the provisions of Article 10.

12. Quality, warranty, inspection

1. Supplier guarantees that the Products delivered and the Services performed including required documentation comply with the applicable laws and regulations as well as with the agreed specifications, requirements and/or properties. This shall in any case include (even if nothing has been agreed) the documentation, specifications, requirements and/or properties customary in trade.
2. Supplier guarantees that Products are suitable for the intended use, are of good quality, and have no defects.
3. If upon or after delivery it is established by Client that the Products delivered or Services performed do not meet the requirements set out in Articles 12.1 and 12.2 in whole or in part, Supplier shall, without reservation, remedy the defects established by Client within five (5) calendar days or ensure proper replacement without delay. In the case of Services, the Services to be performed will be redone in whole or in part. All costs and/or (remedial) measures necessary to rectify defects as well as any penalties and/or damages resulting therefrom shall be borne in full by the Supplier.
4. The Client shall have the right to return rejected Products at the expense of the Supplier or to keep them in storage at the expense and risk of the Supplier. Supplier shall be obliged to collect Products within five (5) calendar days after a request to that effect by Client, unless otherwise agreed in writing between the Parties. If Supplier fails to do so, Client may act as Client sees fit with respect to these Products.
5. Unless otherwise agreed, the warranty period on Products shall be at least eighteen (18) months from the moment of commissioning by Client or, if there is no commissioning, from the moment of delivery. The expiry of the guarantee period shall not affect the rights that the Client may derive from the law and the Agreement. In deviation, a guarantee period of at least sixty (60) months applies with regard to hidden defects.
6. In case of repair or replacement of parts, during the warranty period, the full warranty period, as described above, will restart for the repaired or replaced Products.

13. Intellectual and industrial property rights

1. Unless the Agreement expressly provides otherwise, the intellectual property rights in (i) delivered Products, (ii) delivered Services or (iii) the results of those Services, including documents, drawings, specifications, calculations, developed products, designs, which have been developed specifically for the Client (together: the Works), shall remain with the Client.
2. Supplier hereby irrevocably agrees to the transfer of all intellectual property rights in the Works, and agrees that Supplier will cooperate with any further act or deed required for such transfer and grants an irrevocable power of attorney to Client that Client may realize all agreements made under the Agreement on behalf of Supplier.
3. Supplier warrants that the use of the Works does not infringe the rights of third parties, including but not limited to intellectual property rights. Supplier shall indemnify Client against all claims or legal proceedings based on infringement claims, provided that Client notifies Supplier in writing of the existence and content of such



claims and leaves the handling of the claim to Supplier. In the event that the use of the Works is prohibited, Supplier shall, at its own expense and after consultation with Client:

- a) purchase a license for the use of the Works;
- b) modify the Works so that they no longer infringe;
- c) replace the Works with products and/or services with the same properties that do not infringe; or
- d) accept the return of the Works against reimbursement of the (relevant part of) the price.

4. Without prejudice to the other provisions of this article, in the event that third parties hold Client liable for infringement of intellectual property rights, Client shall have the right to terminate the Agreement in writing, without judicial intervention, in whole or in part, with or without retroactive effect, without prejudice to its other rights.
5. The Supplier shall only be entitled to use the information, documentation and materials provided by the Client for the performance of the Agreement. This information is and remains the property of the Client and the Supplier shall not use it for purposes other than those for which it was made available and shall not reproduce it, in whole or in part, in any way whatsoever, make it available to third parties or make it available to third parties for inspection, unless the Client has expressly agreed to this in writing.

14. Liability and indemnity

1. The Supplier shall be liable for any claim for compensation for damage directly or indirectly arising from or related to the Supplier's failure to perform the Agreement, its untimely or improper performance of contractual or other obligations towards the Client or third parties, or its breach of such obligations or of applicable laws and regulations. Supplier shall be obliged to indemnify and hold Client harmless against all claims of third parties in respect of damage arising directly or indirectly from or related to Supplier's failure to perform the Agreement, its untimely or improper performance of contractual or other obligations to Client or third parties, or its breach of those obligations or of applicable rules and regulations.
2. The Client shall not be liable for damage or injury caused to the Supplier, to third parties engaged or otherwise involved by the Supplier in the performance of the Agreement, to property of the Supplier or third parties, from whatever cause, except insofar as there is intent or deliberate recklessness on the part of the Client and its managerial staff. This also applies to all damage resulting from liability towards third parties. Under no circumstances shall Supplier be liable for damage caused by non-managerial staff of Client or third parties engaged by it, indirect damage, consequential damage, immaterial damage, business or environmental damage, including loss of turnover and profit, incurred losses, loss of market share, production stagnation, investments made, acquired goodwill and reputational damage.
3. Supplier shall take out adequate insurance against the liability referred to in this article and shall allow Client to inspect the insurance policy taken out for that purpose, if so desired.
4. Supplier shall at all times have an obligation of result and not an obligation of effort.

15. Client's equipment and resources

1. Equipment and/or auxiliary materials made available by the Client to the Supplier for the performance of the Agreement shall remain the Client's property. The Client shall, to the extent possible, mark these devices and materials as the Client's recognizable property.
2. Supplier shall be obliged to keep equipment and/or auxiliary materials made available in good condition separate from equipment and/or auxiliary materials belonging to Supplier or third parties and to insure them at its expense against all risks as long as they are held by Supplier.
3. Supplier shall make the equipment and/or resources available to Client immediately, if so requested by Client or at the latest at the last (completion) delivery for which they are required.

4. Alteration to or deviation from equipment and/or resources owned by the Client shall only be permitted with the Client's prior Written consent.
5. Supplier shall not use or allow the use of the equipment and/or tools for or in connection with any purpose other than the performance of the Agreement, unless the Client has given its prior consent In Writing.

16. Confidentiality and prohibition of disclosure

1. The Supplier is obliged to keep confidential all information obtained or derived from the Client, including all information that becomes known to the Supplier about the Client in the context of a request for an offer, an order and/or the execution of an Agreement, and to stipulate the same from employees and third parties it uses in the context of making an offer, assessing an order and for the execution of an Agreement. The provisions of this article apply in particular - but not exclusively - to recipes, specific knowledge, production procedures/processes, prices, other confidential business and technical information, documentation and other materials provided by Client to Supplier. Supplier is prohibited from using said information for its own use or for third parties. Insofar as Supplier has to disclose any information originating from Client to third parties in the performance of an Agreement, this shall only take place after written consent has been obtained from Client.
2. Without Client's prior Written consent, Supplier shall refrain from any publicity regarding the Agreement and shall instruct its directors, employees, representatives and any third parties to act accordingly.
3. The confidentiality obligations in the Agreement shall remain in force even after termination or cancellation of the Agreement.

17. Locations instructions and regulations

1. Supplier shall at all times comply with the rules applicable at Client's sites and premises, such as hygiene and safety regulations.
2. Only those persons shall have access to the Client's premises who have been notified by the Supplier to the Client and whose access has been approved by the Client.

18. Non-compete

1. The Supplier is not allowed to submit quotations and/or offers to the Client's client/Client that are directly or indirectly related to the execution of the Agreement and/or the Client's project in question or for which the Client has asked the Supplier to be involved. If this is breached, Supplier shall owe Client an immediately payable penalty, which is not subject to mitigation, of €25,000 without prejudice to its right to compensation.
2. Supplier shall refrain from direct contact with Client's client/Client regarding the performance of this agreement and/or Client's project, unless Client has given its written consent.

19. Termination of contract

1. The Client reserves the right to terminate the Agreement (prematurely) for any reason, subject to reasonable notice and by means of a Written notice to the Supplier. Immediately upon receipt of the Written notice the Supplier shall cease performance of the Agreement.
2. The Client is entitled, at its discretion and without prejudice to any other remedies, to suspend the performance of the Agreement or terminate the Agreement, If the Supplier:

- (a) defaults on its obligations under the Agreement; or
- (b) applies for a suspension of payments;



(c) is declared bankrupt or its bankruptcy is applied for; or
 (d) applies for statutory debt rescheduling; or
 (e) decides to cease all or part of its profession or business.
 (f) in the event of a circumstance as described in subsections b. to e. inclusive, the Supplier shall be in default by operation of law and the Client shall be entitled to unilaterally terminate all or part of the Agreement without notice of default and without judicial intervention by means of a Written notice to the Supplier. In that case, the Client will also be entitled to assign the performance of the Agreement, in full or in part, to third parties, without the Client being liable for any compensation, without prejudice to any other rights to which the Client is entitled, including the Client's right to full compensation towards the Client.

3. In the event that a circumstance referred to in article 18.1 and 18.2 occurs at the Supplier, all claims of the Client on the Supplier shall be immediately due and payable in full and statutory commercial interest as referred to in article 6:119a of the Dutch Civil Code shall be payable thereon from that time or the earlier due date. The Client shall also have the right to suspend, terminate or dissolve any other agreements with the Supplier.
4. In the event of an (intended) takeover of the Supplier or if the control of the Supplier's organization is otherwise changed, it shall immediately notify the Client thereof In Writing. In such a case, Client has the right to terminate the Agreement with immediate effect or to continue it for a period to be determined by Client.
5. If Supplier fails to fulfil any of its obligations, all costs incurred by Client to obtain an amicable settlement shall be borne by Supplier. Supplier shall also reimburse Client for all costs reasonably incurred in connection with legal proceedings resulting in a judgment that is wholly or substantially to the detriment of Supplier. These costs shall in any case include the costs of external experts, bailiffs and lawyers, even if these costs exceed the amount awarded by the court.

20. Applicable law and disputes

1. These GPC, all Agreements and their performance, including any disputes arising therefrom or related thereto, shall be governed by Dutch law, to the exclusion of the Vienna Sales Convention (Convention on International Sales of Goods 1980).
2. In the event of disputes arising from or relating to these GPC or an Agreement, the Parties shall attempt to resolve such disputes amicably. If this proves impossible, such a dispute will be settled by the court of the Client's place of business, without prejudice to the Client's right to have the dispute settled by the competent court of the Supplier's place of business.

21. Other provision

1. Supplier shall at all times comply with all applicable national and international laws and regulations relating to the (delivery of the) Products and/or the (provision of the) Services.
2. The Client's failure or delay in exercising its rights in relation to a Supplier's failure under the Agreement shall not affect the Client's rights in relation to the same or any subsequent failure.
3. The Client's failure or delay in exercising its rights in relation to a Supplier's failure under the Agreement shall not affect the Client's rights in relation to the same or any subsequent failure.
4. The Client's failure or delay in exercising its rights in relation to a Supplier's failure under the Agreement shall not affect the Client's rights in relation to the same or any subsequent failure.
5. If for any reason one or more provisions of this GPC is ineffective or becomes invalid, the remaining provisions shall remain in full force and effect. In that case, the closest interpretation of the intent of the provision should be used.
6. Third parties do not become parties to an agreement between Client and Supplier by virtue of an implicit or explicit third-party clause in the Agreement. Section 6:254 paragraph 1 of the Dutch Civil Code shall not apply.

22. Penalty clause

1. For violation of article 10.5, 13.5, 15 and 17.2, Supplier shall owe Client an immediately due and payable penalty of €25,000,-, which is not subject to mitigation, without prejudice to its right to damages.

23. SUPPLEMENTARY CONDITIONS RELATING TO SERVICES AND THE CONTRACTING OF WORK ON BEHALF OF THE CLIENT

24. Deployment of tools and materials, coordination of work

1. The Client shall have the power to inspect and test all materials and tools to be used by the Supplier in the performance of the Agreement and to identify personnel engaged by the Supplier in the performance of the Agreement.
2. Supplier accepts that in the performance of an Agreement other work may be performed in its vicinity. With regard to the coordination of the performance of an Agreement and such work, the operational management of the Client shall take the binding decision.

25. Staff

1. Personnel engaged by Supplier in the performance of the Agreement shall meet the requirements set by Client and, in their absence, the general requirements of skill and expertise.
2. If, in the opinion of the Client, there are insufficiently qualified personnel, the Client is authorized to demand immediate replacement by personnel complying with the provisions of Article 24.1.
3. Supplier is obliged to operate a conclusive attendance system with regard to the personnel it hires.
4. If personnel of Supplier is seconded or otherwise engaged by Client for the performance of an agreement,

the working hours and conditions for such personnel shall be the same as the working hours and conditions of Client's personnel. For those working hours, the parties should agree prices in the relevant Agreement.

5. Overtime may only be charged to Client if Client has given its prior written consent for such overtime.
6. Supplier personnel seconded to Client may only take leave after consultation with Client. Supplier may not charge Client for such leave.
7. Supplier warrants that Supplier will strictly comply with all applicable legal provisions as well as all current local provisions and regulations, including with regard to safety, health and environment, with respect to its personnel.
8. Supplier and its officers, staff or agents shall not be deemed to be employees of Client and shall not be entitled to terms and conditions of employment of Client of any kind. Supplier shall indemnify and hold Client harmless against all claims of Supplier's personnel in this respect.



9. All taxes and costs for Supplier's personnel shall be Supplier's responsibility. Supplier shall indemnify and hold Client harmless from and against all claims, liabilities, fines, damages, judgments, investigations and costs, including attorney's fees, arising from injury or damage to persons or property of any nature whatsoever, that or which is wholly or partly the result of acts or omissions of Supplier, its personnel, agents and subcontractors, and hereby releases Client from all liability for such claims.

26. Work on Client's site, supply and storage

1. Supplier shall ensure that its presence and the presence of its personnel on Client's premises and in Client's buildings do not obstruct the uninterrupted progress of Client's and third parties' work, otherwise Client may deny access to Supplier.
2. Before commencing performance of the Agreement, the Supplier and its personnel must familiarize themselves with the conditions on the premises and in the buildings as well as the content of applicable rules and regulations on the premises and in the Client's buildings, including those relating to safety, health, hygiene and the environment, and conduct themselves accordingly.
3. A copy of the aforementioned rules and regulations shall be made available to Supplier by Client upon its request.
4. Supply and storage of Materials, implements, tools, etc. on Client's site(s) shall take place in consultation with and after approval of Client's operational management. Client accepts no liability for any damage, however caused or inflicted, to Supplier's property.

27. Supplier's obligations

1. Supplier is responsible for bringing the work to a good result independently and under its own responsibility, taking into account the prevailing regulations regarding safety and environment, among others.
2. Authorized representatives of Supplier shall in principle be available at the work site during working hours, their absence, replacement and accessibility being coordinated and approved by Client.
3. Supplier must have a valid certificate of registration with the trade association with which it is registered and an establishment permit, insofar as this is required. At the Client's first request, the Supplier shall show the aforementioned documents.
4. Authorized representatives of Supplier will in principle be present at the work site during working hours, their absence, replacement and accessibility being coordinated and approved by Client.
5. Supplier shall, on Client's first request:
 - (a) provide it with an overview containing the name, first name(s), address, place of residence, date and place of birth, citizen service number and employment conditions of all personnel deployed by Supplier from week to week in the performance of an Agreement;
 - (b) wage statements or man-hours records of all personnel deployed by Supplier from week to week in the performance of an Agreement.
6. Each time on Client's demand, Supplier shall provide Client with a copy of the statements relating to its payment history with the industrial insurance board and the relevant collector of direct taxes.
7. Supplier shall perform the Agreement as may be expected of a reputable, experienced, professional service provider.
8. The Supplier shall dispose of any waste and packaging material resulting from the delivery of the Services itself.

28. Project implementation

1. All projects under an Agreement shall be carried out under the responsibility of the Supplier. The parties shall specify the deliverables to be realized under the project in the relevant Agreement.
2. For each project, parties should agree on a schedule for project implementation. Such planning shall be divided into phases. Unless otherwise agreed in writing, the execution of each phase is a result obligation for Supplier and the agreed planning is of a fatal nature. If the planning is not observed, Supplier shall be in default without further notice of default by Client.
3. Supplier warrants that it will carry out each project in a manner as may be expected of a reputable, experienced, professional service provider, providing services similar to those performed in the context of a project.
4. Client shall make the necessary efforts to provide Supplier with all cooperation and information reasonably requested by Supplier for the execution of a project.
5. The parties may agree a fixed price for the project, in which case invoicing and payment shall be made according to the payment schedule agreed by the parties. Where a fixed price is agreed, Supplier may only charge Client this fixed price for the execution of the project, and no other costs or prices shall apply.
6. The parties may agree that certain personnel of Supplier shall be considered key personnel for the relevant project to ensure filling of the necessary organizational roles and consultations. Supplier shall appoint and retain such key personnel for the duration of the relevant project and Supplier shall not be permitted to replace such key personnel without the prior written consent of Client.

29. Data protection and data security

1. If and insofar as Client provides personal data to Supplier and the latter processes such data in the performance of an Agreement, both Client and Supplier are subject to applicable privacy laws and regulations, whereby Client is regarded as the responsible party and Supplier as the processor or processors within the meaning of the aforementioned laws and regulations.
2. The parties shall strictly comply with the applicable privacy laws and regulations and enter into a processor agreement with regard to the processing of personal data carried out by Client or Supplier. This processor agreement will be provided by Client to Supplier for signature.

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. These general terms and conditions are subject to Dutch Law.