

# GENERAL PROCUREMENT TERMS AND CONDITIONS OF MELSPRING INTERNATIONAL B.V.

Version: January 1, 2019, lodged with the Chamber of Commerce under Number 09131564

## 1. Scope of application and definitions

- 1.1. The following terms and expressions bear the meaning assigned to them for the purposes of these general terms and conditions ("Terms and Conditions"). Where a definition is assigned to any of the words below in the plural, it shall also be deemed to include the singular and vice versa.

**Civil Code:** the Dutch Civil Code.

**Day:** calendar day.

**Supplier:** a natural person or legal entity with whom or which Melspring enters or has entered into an Agreement.

**Supply:** where one (1) or more Products consist(s) of goods, a Supplier placing them at Melspring's disposal or under Melspring's control and/or where the Products consist of services or work, the provision of such services or the performance of that work in accordance with Article 8 of these Terms and Conditions.

**Melspring:** the private company with limited liability, Melspring International B.V., having its statutory registered office and place of business in Velp, the Netherlands, and registered with the Chamber of Commerce under Number 09131564.

**Quotation:** a Written offer to supply a specific quantity of Products subject to specific conditions.

**Order:** a Written order to effect the Supply of Products and/or to accept a Quotation provided by a Supplier to Melspring.

**Agreement:** an agreement between Melspring and a Supplier for the purposes of the procurement of Products, the provision of services to, or the performance of work for Melspring, an amendment of or addendum to it, and also any legal act performed for the purposes of preparing or executing such an agreement.

**Product:** any item and/or service which is supplied to Melspring in the broadest sense of the term.

**In Writing/Written:** recorded in writing, which is also deemed to include electronic correspondence.

- 1.2. These Terms and Conditions shall govern all offers presented to, Orders placed with or Agreements concluded with Melspring.
- 1.3. Any arrangements, procedures or conditions which derogate from these General Terms and Conditions shall only apply provided that and in so far as they are agreed to with Melspring or the latter confirms them explicitly In Writing, and for the rest shall not in any way affect these Terms and Conditions.
- 1.4. The nullity or inapplicability of one (1) or more of the provisions – or part thereof – of these Terms and Conditions shall not affect the validity and operation of the remaining provisions.
- 1.5. Melspring explicitly rejects the application of a Supplier's general or other terms and conditions (governing sales or otherwise).
- 1.6. Melspring shall be entitled to amend these Terms and Conditions unilaterally, which amended Terms and Conditions shall apply as of the designated date once Melspring has sent Supplier the amended Terms and Conditions.

## 2. Conclusion of an Agreement

- 2.1. Melspring's request for a Quotation shall be free of obligation, unless Melspring explicitly stipulates otherwise. Under no circumstances shall any forecasts provided by Melspring to a Supplier for the purposes of a Quotation be binding.
- 2.2. Any Quotation, offer, price estimate or other statement issued by a Supplier shall be deemed to have been issued free of charge, and to be binding and irrevocable. A Supplier shall warrant that its Quotations, offers, quoted prices and any other statement are accurate and complete.
- 2.3. An Agreement shall come into effect:
- provided that and in so far as a Supplier accepts an Order placed by Melspring within seven (7) days

after it has been despatched, the time when the Order is sent or a start is made on fulfilling it being decisive; or

- provided that and in so far as Melspring confirms a Supplier's Quotation by means of a written Order, the time when the Order is despatched being decisive.

- 2.4. The text and substance of an Order placed by Melspring shall be decisive and shall serve as the substance of the relevant Agreement. Provided that and in so far as a Supplier makes amendments to an Order or notice confirming such Order in any way or form whatsoever and/or makes notes and/or comments on it, they shall not be deemed to constitute part of the relevant Agreement. In the event that an Order differs from the relevant Quotation, having regard to the foregoing, an Agreement shall come into effect as does an Order, unless the relevant Supplier objects to this in Writing within five (5) Days. In the event that part of a Quotation is accepted, an Agreement shall come into effect to the extent of that part of the Quotation which is accepted in return for a corresponding proportion of the stipulated price.

- 2.5. In the event that no Agreement is concluded, Melspring shall not have a duty to compensate the relevant Supplier for any costs. Any preparatory action or performance which a Supplier already undertakes without an Agreement being lawfully concluded shall occur at that Supplier's risk and expense, and shall not render it mandatory for Melspring to effect any payment.

- 2.6. Melspring may only be charged a fee for any Products which are not mentioned or referred to in the relevant Agreement, provided that Melspring enters into a Written Agreement with the Supplier concerned by way of an addendum.

- 2.7. Any amendment of an Agreement shall only come into effect, provided that both parties agree to it In Writing.

- 2.8. A Supplier shall warrant that any data, drawings, specifications, samples, documentation and other information which it supplies is accurate and complete, unless it is evident to Melspring that it or they is or are inaccurate and/or incomplete.

- 2.9. Melspring may at all times cancel an Order without having a duty to provide any compensation, as long as Melspring has not received a signed notice of confirmation of that Order from the relevant Supplier.

## 3. Prices

- 3.1. The prices and/or pricing structure referred to in an Agreement shall be fixed and a Supplier may not amend same to Melspring's disadvantage.

- 3.2. The prices shall be based on the type of delivery stipulated in Article 8, DDP (Delivery Duty Paid) and shall include the costs of shipping, importation, the inspection of the relevant Products, packing materials, transport, loading, unloading, insurance, duties, other levies and any escalating costs. A Supplier shall bear any risks and expense associated with escalating or other costs which are due to but not confined to (i) the Supplier's improper registration (in the Netherlands or elsewhere) in relation to value added tax, or (ii) the Supplier's provision of incorrect Product or other information, and the Supplier shall indemnify Melspring against any claim made by another party in relation to such costs.

- 3.3. The agreed prices shall be stated in the currency stipulated in the relevant Order or Agreement and shall be exclusive of value added tax.

## 4. Payment

- 4.1. Payment shall be effected at Melspring's discretion:
- within sixty (60) days after Melspring receives an invoice from the relevant Supplier for the Products concerned; or

- within sixty (60) days after the relevant Supplier has delivered the Products and Melspring has approved them and/or the Supplier has fully complied with its obligations pursuant to the Agreement.
- 4.2. In derogation from Section 6:119a of the Civil Code, any compensation payable because of a delay in paying a pecuniary sum shall consist of the legally stipulated interest on that amount as provided for in Section 6:119 of the Civil Code over the time that Melspring has been in default of payment.
- 4.3. Invoices must be comprehensive. The order number, date of delivery and also the article numbers, quantity and description of the Products must at any rate be mentioned on an invoice. In the event that an invoice is not comprehensive, Melspring may return it and the deadline for payment stipulated in Article 4.1 shall cease to apply.
- 4.4. Full or partial payment by Melspring shall not amount to the acceptance of the relevant Supplier's performance. Neither shall full or partial payment by Melspring be deemed to constitute an acknowledgement of a Supplier's claim.
- 4.5. A payment made by Melspring shall first serve to reduce the principal, then any interest and then any other costs.
- 4.6. Under absolutely no circumstances shall Melspring tender security or pay in advance.
- 4.7. Melspring shall be entitled to suspend its financial obligations in those cases referred to in Dutch law. Furthermore, Melspring shall at all times – hence also in circumstances other than those covered by the law – be entitled to set off any payment, costs, loss and/or interest which a Supplier owes and/or may owe Melspring against any payment(s) to that Supplier.
- 4.8. A Supplier shall not be entitled to any withholding, deduction or setoff on any grounds whatsoever, nor shall a Supplier be entitled to suspend their financial obligations towards Melspring. Moreover, a Supplier shall waive any lien (in advance) that could be enforced against Melspring.
- 5. Warranty in respect of nature and quality of Products**
- 5.1. A Supplier shall warrant that for a period of five (5) years after they have been received, any Products supplied:
- a. will be suitable and legally permitted for the purpose for which they are intended;
  - b. will fully comply with the features undertaken to be provided or any specifications, drawings and/or samples supplied by Melspring and the requirements stipulated in the relevant Agreement in terms of the product description, quality, origin, packaging and inscribed marks;
  - c. are identical to any samples – where the Supplier sells to Melspring on the basis of samples – in all respects;
  - d. comply with the strictest applicable national, European and international legal requirements and other safety regulations;
  - e. satisfy the strictest requirements stipulated in the health, safety, environmental and quality standards applicable within the industry;
  - f. have been manufactured with good workmanship;
  - g. are free of any defects.
- 5.2. A Supplier shall warrant that the quantity or number of Products supplied corresponds to the relevant Order subject to the proviso that (i) in the event that too few are supplied, the Supplier shall have a duty to deliver the quantity that is missing, and (ii) should too many be supplied, Melspring, acting at its own discretion, may decline to accept the excess Products supplied – in which case the Supplier shall have a duty to take back the excess supplied at its own expense – or to accept the excess Products supplied, in which case Melspring shall be granted a discount of two per cent (2%) in respect of the relevant Order (and Agreement).
- 5.3. In the event that a Product does not appear to satisfy the requirements stipulated in this article, Melspring may:
- a. require that the relevant Supplier supply a replacement Product at its own risk and expense or assume responsibility for remedying the matter;
  - b. arrange for a third party to remedy or replace the Product at the relevant Supplier's risk and expense;
- c. return the Products at the relevant Supplier's risk and expense, which Melspring may do itself or not, and Melspring may require that any payments which it has already made are refunded to it;
  - d. cancel all or part of the relevant Agreement in the absence of any further notice of default or judicial intervention and without a duty to provide compensation for any loss;
- Melspring may adopt all of the aforementioned measures subject to any other rights which it may exercise in this respect.
- 5.4. In the event that Melspring requires a Supplier to supply replacement Products at the latter's risk and expense in accordance with Article 5.3.a or to repair them, a new warranty period referred to in Article 5.1 shall commence in respect of the Products that have been replaced or repaired.
- 5.5. In the event that a Product recall is instituted, the relevant Supplier shall be liable for all of the associated expenses and shall hold Melspring harmless in respect of any loss it suffers or costs it may incur as a result of such recall.
- 6. Right of inspection**
- 6.1. Melspring shall be entitled to be present or represented when the relevant Products are weighed, counted, measured or a sample is taken when they are picked. Should Melspring wish to exercise this right, it shall notify the relevant Supplier accordingly. In that case the Supplier shall give Melspring timely notice as to where and when that is to occur in order to afford Melspring an opportunity to be present.
- 6.2. A Supplier shall always provide Melspring with every assistance to enable it to exercise the right stipulated in Article 6.1.
- 6.3. Where any Products supplied are rejected, Melspring may exercise those of its rights stipulated in Article 5.3 at its discretion.
- 6.4. Melspring shall be entitled to inspect the relevant Products while they are being manufactured, treated and stored (or to arrange for this to be done). In the event that Melspring wishes to exercise this right, it shall notify the relevant Supplier accordingly, in which case that Supplier shall provide those facilities which Melspring deems necessary.
- 6.5. Whether or not the rights referred to in this article are exercised shall in absolutely no way affect Melspring's rights and powers in relation to the Supplier concerned in the event that the relevant Products appear not to satisfy the requirements applicable pursuant to the Agreement in question or otherwise.
- 7. Packaging, transport and the environment**
- 7.1. Subject to what may be stipulated in the relevant Order in this respect, a Supplier shall ensure that the Products concerned are properly packed and secured in an environmentally friendly manner. In the event that a Supplier is responsible for transport, it shall warrant that the relevant Products are transported in such a manner that they reach their destination in good condition, where they may be safely unloaded and stored.
- 7.2. A Supplier shall be responsible for complying with the national, international and the supranational regulations governing packaging and transport. Where packing material safety data sheets exist in relation to a Product, a Supplier shall ensure that those sheets are handed to Melspring by no later than twenty-four (24) hours before the time of delivery and that a copy is sent with the relevant Product. Melspring or a third party designated by it shall have the power to decline to take receipt of any products should they fail to comply with the aforementioned regulations.
- 7.3. Any proposed change with regard to the packaging and/or transport of any Products must be presented to Melspring for its approval by no later than three (3) months before such change comes into effect.
- 7.4. Where a Supplier uses return packaging, this must be stipulated separately on the relevant waybill. Melspring shall return any return packaging to the relevant Supplier at the latter's risk and expense.
- 7.5. Any packaging which derogates from the normal standard shall remain the relevant Supplier's property and that Supplier shall remove it when first requested by Melspring to do so. In the

event that a Supplier fails to heed such a request, Melspring shall be entitled to return those packing materials at that Supplier's risk and expense. To the extent that any packing materials are deemed to constitute chemical waste, the relevant Supplier shall specify the manner in which those packing materials will be collected by it or on its behalf. Melspring shall determine whether any packaging derogates from the normal standard and the relevant Supplier shall acquiesce in Melspring assessment in this respect.

## **8. Supply**

- 8.1. Supply to Melspring shall occur DDP (Delivery Duty Paid) to any place designated by Melspring in the relevant Agreement in accordance with the most recent version of the Incoterms.
- 8.2. Unless explicitly agreed otherwise, a Supplier shall be required to effect delivery by the deadline for delivery stipulated in the relevant Agreement. An agreed delivery deadline shall be of a material nature.
- 8.3. In the event that Melspring is unable to take delivery of any Products from a Supplier at the agreed time, that Supplier shall postpone Supply free of charge at Melspring's request for a reasonable period of time to be determined by Melspring. In that case the relevant Supplier shall have a duty to store, secure and insure the Products concerned and to adopt all reasonable measures to ensure that their quality does not deteriorate until they are delivered to Melspring.
- 8.4. A Supplier shall have a duty to inform Melspring immediately, once they are aware or expect that it will not be possible to deliver the relevant Products or to do so on time, citing the reasons for any delay and its likely duration. The foregoing shall not affect any of Melspring's rights, including its entitlement to cancel the relevant Agreement. The Supplier concerned shall compensate Melspring for any loss which the latter suffers as result of late delivery.
- 8.5. In the event of a failure to meet an agreed deadline for delivery, the relevant Supplier shall forfeit a default penalty payable with immediate effect and equivalent to 1% (one per cent) of the overall value of the Order concerned subject to a minimum of EUR 1,000.00 for every day by which that deadline is missed in the absence of any duty on the part of Melspring to present proof that it has in any way been disadvantaged and subject to any of its other rights in relation to a failure to meet the material deadline referred to in article 8.2 , including (but not confined to) its right to seek compliance and/or compensation.

## **9. Ownership and risk**

- 9.1. Subject to the provisions of Article 8 of these Terms and Conditions, the full, unencumbered ownership of a Product shall pass to Melspring at such time as the latter or a third party designated by it for this purpose takes receipt of it. The passing of ownership in this way shall not affect Melspring's right to reject any Products in accordance with Articles 5 and 6 after taking receipt of them. As such, taking receipt and the passing of ownership shall not amount to acceptance of the quantity and quality of the Products that have been supplied.
- 9.2. A Supplier shall not be permitted to supply Products to Melspring subject to retention of title or any other condition. Any stipulated retention of title and/or other lien shall only apply in relation to the relevant Products, provided that Melspring consents to same In Writing. In the case of retention of title and/or some other lien Melspring reserves the right to sell the relevant Products for the purposes of the normal conduct of its business without it having a duty to provide any form of compensation.
- 9.3. In the event that Melspring places any items at a Supplier's disposal for the purposes of enabling the latter to comply with their obligations, they shall remain Melspring's property. A Supplier may only transform and/or treat such items and/or combine and/or mix them with other items after receiving Written consent from Melspring to do so.
- 9.4. In the event that the items referred to in the foregoing clause are transformed and/or processed, and/or combined and/or mixed with items which belong to the relevant Supplier or any other party, Melspring shall become the owner of the new items. A Supplier shall mark such items as Melspring's property at the

Supplier's expense. A Supplier shall bear all of the risks attaching to such items as long as they act as their custodian.

- 9.5. A Supplier shall insure all of the items that they receive from Melspring pursuant to the relevant Agreement against any damage which may be inflicted on them as long as they act as their custodian.

## **10. Default, suspension and cancellation**

- 10.1. In the event that a supplier fails to comply with one (1) or any of their obligations pursuant to the relevant Agreement or any other Agreement or fails to do so properly or on time, they shall be in default by operation of the law. In such a case Melspring shall be entitled to suspend the execution of the relevant Agreement by means of a Written notice to this effect with immediate effect and without any further notice of default or any duty on the part of Melspring to provide any form of compensation, and subject to any other rights it may have.
- 10.2. Subject to the provisions of Clause (1) of this article, in the event that a supplier fails to comply with one (1) or any of their obligations pursuant to the relevant Agreement or any other Agreement or fails to do so properly or on time, Melspring shall be entitled to cancel all or part of the relevant Agreement by means of a Written notice to this effect with immediate effect and without any further notice of default, judicial intervention or any duty on the part of Melspring to provide any form of compensation, and subject to any other rights it may have.
- 10.3. In the event that a Supplier:
  - is declared bankrupt, has the legally stipulated debt rescheduling procedure for natural persons declared applicable in their case, files for bankruptcy, applies for a moratorium on payments or the application of the legally stipulated debt rescheduling procedure for natural persons, proceeds to assign their estate or their assets (or part thereof) are attached;
  - is placed in the care of a guardian or otherwise loses the power of disposal over their assets or part thereof;
  - proceeds to close down or transfer their business or part thereof, which is deemed to include bringing their business into a company which already exists or which is to be incorporated, or proceeds to amend the objects of their business;
  - dies;
  - fails to comply with any of their obligations pursuant to the law, the relevant Agreement or these Terms and Conditions, and/or fails to do so properly or on time;

Melspring shall be entitled to suspend the execution of the relevant Agreement with immediate effect and without any further notice of default or to cancel all or part of it with immediate effect and without any further notice of default or judicial intervention by means of a Written notice to this effect, both in the absence of any duty on the part of Melspring to provide any form of compensation, and subject to any other rights it may have.

- 10.4. Any claim which Melspring may have or acquire against a Supplier in any of the cases mentioned in this article, shall fall due in full with immediate effect.
- 10.5. In the event that Melspring cancels an Agreement in full, it shall return any Products which the relevant Supplier has supplied in the meantime at the latter's risk and expense subject to the Supplier's duty to refund all or part of the purchase price which Melspring may have paid in the meantime to the latter.
- 10.6. In the event that Melspring opts to keep all or part of the Products which a Supplier has supplied, it shall pay that Supplier a reasonable proportion of the purchase price.

## **11. Liability and indemnification**

- 11.1. A Supplier shall hold Melspring harmless in full for any damage inflicted on a Product or injury on a person of any nature whatsoever which is suffered by Melspring, its staff or its clients pursuant to or as a result of:

- a. a failure on the part of that Supplier to comply with any of their obligations pursuant to the relevant Agreement in full or time;
  - b. a defect in any Product supplied by them due to which it does not offer the safety or features which Melspring or any other party may expect it to;
  - c. the provision by that Supplier of inaccurate or incomplete information;
  - d. any other act or omission on the part of that Supplier, the latter's staff or any other person whom the Supplier involves in the execution of the relevant Agreement.
- 11.2. A Supplier shall indemnify Melspring in full against any claim made by a third party seeking compensation for any loss referred to in Clause (1) for which the Supplier is liable and shall hold Melspring fully harmless in relation to a claim made by any other party. For the purposes of applying the provisions of this article Melspring's staff and any other party working for Melspring shall be deemed to be a third or other party.
- 11.3. Melspring shall not be liable for any loss due to default of performance or tort in relation to a Supplier except in so far as there has been any wilful act or omission, or wilful recklessness on the part of Melspring which cannot be legally excluded.
- 11.4. A Supplier warrants that (i) it will at all times be adequately insured at its own expense against any liability which could arise pursuant to an Agreement, (ii) it will pay all insurance premiums on time, and (iii) it will continue to do so throughout the term of the relevant Agreement. When first requested by Melspring, a Supplier shall provide the latter with a copy of the relevant insurance policy. Under no circumstances shall a Supplier's liability be confined to the value of the loss covered by the relevant insurer.
- 12. Force majeure**
- 12.1. In the event that a Supplier is prevented from executing all or part of an Agreement as a result of *force majeure*, Melspring shall be entitled to suspend the execution of that Agreement or, acting at its own discretion, to cancel all or part of it in the absence of any judicial intervention.
- 12.2. A Supplier may be held to be culpable for any failure on their part to comply with the relevant Agreement and such failure shall therefore not constitute *force majeure* in their case where it is due to a strike, fire, malfunction of machinery or any other cessation or disruption of business (as a result of any circumstances whatsoever) affecting that Supplier or its suppliers of Products and services, the disruption of transport, virus attack, internal or external network problem, any delay or failure to effect delivery on the part of any of their suppliers or a failure to obtain a licence or permit stipulated by the relevant public authorities.
- 13. Industrial and intellectual property**
- 13.1. A Supplier shall warrant that any Product supplied does not infringe any rights (industrial and/or intellectual property) held by a third party. A Supplier shall indemnify Melspring against any claim made by another party pursuant to an actual or alleged infringement of any right referred to in the foregoing clause and shall compensate Melspring for any expense or loss due to such an actual or alleged infringement.
- 13.2. In the event that a claim is filed against Melspring or any of its clients due to an infringement of rights as mentioned in 13.1, Melspring shall notify the relevant Supplier of this and the latter shall be required to take any action at their own expense to ensure that such claim (alleged or otherwise) ceases to exist, which is deemed to include taking legal action where necessary. Acting at the relevant Supplier's request, Melspring hereby undertakes to grant assistance in return for compensation for the costs involved.
- 13.3. Any industrial and/or intellectual property rights to designs, drafts, tools and/or Products which have been supplied by Melspring or have been manufactured at the latter's behest, as well as to the items referred to Articles 9.4 and 9.5 of these Terms and Conditions shall at all times be vested in Melspring.
- 14. Ancillary materials**
- 14.1. Any ancillary materials, which are at any rate deemed to include but are not confined to drawings, recipes, designs and samples, and which a Client places at Melspring's disposal for the purposes of having the relevant work carried out shall be sent to Melspring carriage paid and shall become the latter's property in all circumstances.
- 14.2. The provisions of the foregoing clause shall also apply in the case of any ancillary materials which a Supplier has produced or has arranged to have produced for the purposes of an Agreement concluded with us. The relevant Supplier shall be liable for any damage inflicted on such ancillary materials.
- 14.3. Any ancillary materials – along with any replicas made of them – must be placed at Melspring's disposal or returned to the latter immediately after their manufacture.
- 14.4. As long as any ancillary materials continue to be held by a Supplier for the purposes of executing the relevant Agreement, a reference number shall be affixed to them indicating that they belong to Melspring.
- 14.5. A Supplier shall only use the ancillary materials referred to in this article for the purposes of executing the relevant Agreement and shall refrain from showing them to any other party, unless Melspring explicitly gives its Written consent for same beforehand.
- 14.6. A Supplier shall manage such ancillary materials at their own risk and expense, shall exercise due care when doing so and shall insure them adequately.
- 14.7. In the event that any ancillary materials which belong or may belong to Melspring pursuant to the provisions above are attached on a Supplier's premises or at the latter's expense, that Supplier shall have a duty to notify Melspring of such attachment immediately, to inform the attaching party that those ancillary materials belong or may belong to Melspring and, furthermore, to do all in their power to lift that attachment.
- 14.8. A Supplier shall undertake to sign all of the statements which Melspring deems to be advisable in respect of any ancillary materials.
- 15. Non-disclosure**
- 15.1. All personal data, information which can be traced back to Melspring's suppliers and/or clients, Melspring's operating procedures and any business information, models, designs, drawings or other documents which Melspring places at a Supplier's disposal, as well as any know-how which a Supplier acquires through Melspring are confidential and a Supplier may not use them for any purpose other than to comply with their obligations arising pursuant to their Agreement with Melspring.
- 15.2. A Supplier shall be required to return all models, designs, drawings and other documents which Melspring has placed at their disposal to the latter immediately as soon as the relevant Agreement expires, is terminated or is not concluded.
- 15.3. A Supplier shall not disclose or replicate any of the information referred to in this article except after receiving Written consent from Melspring. A Supplier shall have a duty to adopt appropriate measures for this purpose. Furthermore, a Supplier shall warrant that their staff (whether on temporary assignment or otherwise), any other party engaged by it or any of the such other party's staff (whether on temporary assignment or otherwise) will also not disclose the information referred to in Clause (1) and shall only use it for the purposes of executing the Agreement concerned.
- 15.4. In the event that a Supplier is required to disclose technical data or documentation to any other party for the purposes of executing an Agreement, they shall have a duty to impose a duty of non-disclosure identical to that set out in this article on such other party after receiving Written consent from Melspring for this purpose.
- 15.5. In the event that a Supplier breaches one (1) or more provisions of this article, they shall immediately forfeit a penalty amounting to EUR 25,000.00 in the case of each breach, which shall become payable to Melspring immediately in the absence of any further notice of default and subject to Melspring's entitlement to seek full compensation.
- 16. Assignment of rights and duties**

- 16.1. A Supplier shall not be permitted to assign one (1) or more of their rights and/or duties pursuant to the relevant Agreement to another party in full or in part without Melspring's prior Written consent.
- 16.2. A Supplier shall not outsource all or part of the fulfilment of their obligations pursuant to an Agreement to any other party without Melspring's prior Written consent and shall indemnify Melspring against any liability pursuant to the Subcontractors Liability Act [*Wet Ketenaansprakelijkheid*].
- 16.3. Melspring's consent to outsource one (1) or more obligations pursuant to an Agreement shall not discharge the relevant Supplier from their obligations pursuant to that Agreement. A Supplier shall remain liable for an Agreement concluded between them and Melspring in all circumstances.
- 16.4. In the event that a Supplier breaches one (1) or more provisions of this article, they shall forfeit a penalty amounting to EUR 25,000.00 in the case of each breach, which shall become payable to Melspring immediately in the absence of any further notice of default and subject to Melspring's entitlement to seek full compensation.

**17. Processing of personal data**

- 17.1. Personal data (such as the contact details of suppliers and clients) may be processed for the purposes of executing an Agreement. Melspring shall be deemed to be a data controller pursuant to and in accordance with the applicable privacy legislation. The processing of personal data shall be governed by Melspring's privacy statement. More information may be found in that privacy statement about processing by Melspring. Melspring's privacy statement may be consulted on its website at [www.melspring.nl](http://www.melspring.nl).

**18. Other**

- 18.1. These Terms and Conditions are available in Dutch, English, German and French. In the event of a conflict of meaning between them the Dutch text shall prevail.
- 18.2. An Agreement between Melspring and a Supplier, and these Terms and Conditions shall be solely governed by and construed in accordance with the law of the Netherlands. The application of the Vienna Sales Convention (Convention on International Sales of Goods 1980) is excluded.
- 18.3. Any dispute which arises pursuant to an Agreement with a Supplier and/or these Terms and Conditions shall be brought before a competent court of law in Arnhem, the Netherlands, subject to the proviso that Melspring shall be entitled to file a claim against a Supplier before any other legal tribunal which enjoys jurisdiction in accordance with national or international law or treaties.

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