

1. Definitions

1. Capitalized terms in these general purchasing conditions shall have the following meaning:
 - (a) **Services:** all services performed by the Supplier for or on behalf of ERIKS in the performance of an Agreement, whether or not in connection with the supply of Goods, including but not limited to installation, transport, maintenance, development, supervision, research and advice, whether or not performed by Personnel;
 - (b) **ERIKS:** the limited liability company ERIKS B.V.;
 - (c) **Goods:** all goods that are delivered under Agreements entered into;
 - (d) **Resources:** all goods and information (and information carriers) made available by ERIKS to the Supplier or produced by the Supplier for the execution of an Agreement, including but not limited to tools, raw materials, parts, components, semi-manufactures, drawings, specifications, models, jigs, stamps, samples, software, forms, templates, moulds, calibres, etc.;
 - (e) **Supplier:** the (legal) person or entity from whom ERIKS orders and/or purchases Goods and/or Services;
 - (f) **Agreement:** all applications for quotations, orders/purchase orders, assignments and the agreements arising from them that are entered into between ERIKS and the Supplier and to which these Conditions are declared applicable;
 - (g) **Personnel:** personnel of the Supplier, as well as third parties engaged by Supplier;
 - (h) **Confidential Information:** all information (i) regarding the terms and conditions of the Agreement and all other arrangements between ERIKS and the Supplier, (ii) relating to the supply of Goods and/or Services and/or Personnel by the Supplier to ERIKS, its affiliated legal entities and its customers, (iii) regarding the Resources, (iv) about business processes, strategies, working methods and know-how of ERIKS, its affiliated legal entities and its customers, and (v) in whatever form, which has been disclosed in confidence or which, given its nature, must be regarded as confidential;
 - (i) **Conditions:** these general purchasing conditions of ERIKS.

2. These Conditions have been formulated both in Dutch and in English. In the event of any disputes arising concerning the content or tenor of these Conditions the Dutch text will be binding.

2. Applicability and voidability

1. Except when, in view of the nature of the agreed or to be agreed performance, other general terms and conditions of ERIKS apply (such as the terms and conditions of delivery), these Conditions shall apply to and form part of an Agreement between ERIKS and the Supplier in connection with the supply of Goods or Services by the Supplier. These Conditions also apply to all [other] acts and juridical acts between ERIKS and the Supplier, even if such [juridical] acts do not result in, or are not connected with, an Agreement.
2. Unless otherwise expressly agreed in writing, these Conditions shall prevail over all other communications (whether oral or in written) between ERIKS and the Supplier relating to the Supplier's supply of Goods or Services. The applicability of any general terms and conditions of the Supplier is expressly rejected by ERIKS.
3. Provisions of these Conditions shall not apply to the extent that they are inconsistent with applicable provisions of mandatory law. In the event that any provision of these Conditions shall be void or otherwise unenforceable, this shall not affect the validity of the other provisions of these Conditions and the Agreement, except if ERIKS has given notice or can reasonably be expected to have given notice under the circumstances that the provision in question is of major importance to it, in which case ERIKS shall be entitled to terminate the Agreement with immediate effect without being liable to pay any kind of compensation.

3. Quotations, offers, amendments to an Agreement and additional work

1. Costs related to issuing a quotation or making an offer remain at the Supplier's expense.
2. ERIKS has the right to make unilateral amendments to an Agreement that have already been entered into. ERIKS will inform the Supplier of amendments in writing. If the Supplier takes the view that the amendment affects the agreed price and/or delivery period, it will inform ERIKS of this within five calendar days of receiving the amendment notice, in the absence of which the agreed price and delivery period will be maintained.
3. The Supplier will have the right to carry out additional work only if this is accepted by ERIKS in writing. Additional work performed without written consent cannot be charged.

4. The Supplier's obligations and guarantees

1. The Supplier shall bear full responsibility for both the delivery of Goods and Services, and for its Personnel.
2. If in the Agreement reference is made to technical, safety, quality or other provisions relating to the Goods and Services and the relevant documents are not attached to the Agreement, the Supplier will be deemed to be aware of them. These documents shall be binding on the Supplier. If the Supplier is not aware of them, the Supplier will inform ERIKS without delay. ERIKS will in that case provide the relevant documents.

3. If the Supplier takes the view that the text of the documents provided by ERIKS contains ambiguities, it is obliged to inform ERIKS of this in writing without delay in the absence of which the Supplier cannot derive any rights from ambiguities.
 4. Once the Agreement has been concluded, the Supplier shall at ERIKS' first request submit a production schedule which shall at least include the design, purchase and/or production of components and/or basic materials, manufacture including assembly, testing and delivery dates, a specification of his Personnel who will be responsible for the performance of the Agreement, and other intermediate steps relevant to the production process, all subject to what has been laid down in the Agreement.
 5. The Supplier will bear the costs involved in obtaining in a timely manner the necessary permissions, permits and licences required for the execution of the Agreement and/or needed to meet their conditions with due observance of these Conditions.
 6. The Supplier guarantees that:
 - (a) the Goods will be made and the Services are supplied the Supplier himself, its subsidiaries or affiliated companies, but not by a third-party acting as a subcontractor or any other capacity unless the prior written approval of ERIKS has been obtained;
 - (b) the Goods and/or Services are suitable for their intended purpose;
 - (c) the Goods and/or Services are in keeping with the written requirements laid down in the purchase order and/or specifications and/or technical requirements issued by ERIKS and/or any other documents issued by ERIKS;
 - (d) the Goods are of good quality and are free of design, execution and or material faults and that new materials and expert Personnel will be used for the work involved in the supply of the Services;
 - (e) the Goods and/or Services are in conformity with all statutory requirements applicable in the Netherlands and with other (international) laws, rules and directives, including in particular the statutory European Directives concerning CE markings and the EU certificate of conformity for machinery/safety components and the "manufacturer's certificate" within the meaning of appendix II A and/or B of the Machinery Directive [2006/42/EC], which certificate is to be arranged by the Supplier;
 - (f) the Goods are delivered with the necessary instructions and/or technical descriptions, including detailed instructions for storage and (preventative) maintenance in order to enable ERIKS to use the Goods for their intended purpose, as well as all relevant certificates, statements, attestations, assembly instructions, operating instructions, specifications, drawings, reports, fiscal details and other documents;
 - (g) if Services are provided in consideration of costs incurred and hours worked, the Supplier shall keep records of all costs, expenses and hours worked and allow ERIKS to inspect these records;
 - (h) the quality and the result of the Services and that Supplier performs the Services in accordance with the requirements and specifications of the Agreement, with such care, skill and workmanship as may reasonably be expected and using sound and properly maintained materials and suitably qualified Personnel;
 - (i) it shall refrain from any changes or deviations from what has been agreed in the Agreement with respect to the Goods and/or Services, including, but not limited to, material, design, specifications or quality, such as, for example, color, quantity, size, weight or hardness, regardless of whether such changes or deviations affect the fit, form or function of such Goods.
 7. The Supplier guarantees that the Goods supplied under the Agreement and the maintenance needed to keep the Goods in good condition can be purchased/obtained by ERIKS for a period of 10 years.
 8. In the event that, in the opinion of ERIKS, during performance of the Agreement, the Personnel do not function in the interest of proper performance of the Agreement and/or the Personnel is unable to continue his work for any reason whatsoever, ERIKS shall have the right to have the relevant person replaced by the Supplier at no additional cost.
 9. Replacement of Personnel requires the prior written consent of ERIKS, unless replacement is necessary due to retirement or long-term disability. The Supplier shall provide replacement Personnel with similar expertise, education and experience as agreed in the Agreement at no additional cost.
 10. Replacement of Personnel shall be provided by the Supplier at short notice, but at the latest within two weeks or so much shorter as necessary in the opinion of ERIKS. Any costs involved in replacing and training Personnel shall be borne by the Supplier.
- ## 5. Guarantee period
1. Should it emerge during a period of 24 months after first usage or 36 months after delivery - depending on which period elapses first - that the Goods and/or Services do not meet the provisions of Article 4 of these Conditions, the Supplier will be obliged within the reasonable time period given by ERIKS - on the first request of ERIKS and to be decided at the discretion of ERIKS - to replace or repair the Goods or have the Services carried out again as soon as possible and without delay, without prejudice to the other rights of ERIKS.
 2. If the Supplier fails to meet its guarantee obligations, including those set out in Article 5.1, ERIKS will have the right to dissolve (*ontbinden*) the Agreement or terminate (*opzeggen*) it with immediate effect, and shall have the right at the Supplier's expense with or without the assistance of third-parties appointed by ERIKS, to replace or repair the Goods or, if a Service is concerned, have the Service carried out again.

3. Faulty Goods that are not being repaired will - to be decided at the discretion of ERIKS - be collected from ERIKS by the Supplier free of charge or returned by ERIKS to the Supplier at the Supplier's expense.
4. The guarantee specified above will again apply to the replaced or repaired Goods or the Services or the execution of the Agreement that have been carried out again.

6. Prices, invoicing and payment

1. The prices stipulated by the Supplier in a quotation/offer are fixed and include the costs of packaging, shipping or transport, permits, excise duties and insurance, but do not include VAT.
2. The Supplier will send ERIKS one (1) invoice for each purchase order.
3. Unless agreement has been made to the contrary the Supplier will not send invoices until the agreed date of delivery of the Goods or performance of the Services or the date on which the Goods or Services are accepted by ERIKS.
4. The invoice must specify the following information:
 - (a) the total value of the Goods and/or Services, including the costs provided for in paragraph 1 (if any) and any payable VAT;
 - (b) the description of the Goods and/or Services;
 - (c) the quantity (per line), costs made and hours worked;
 - (d) the date of the delivery;
 - (e) the ERIKS purchase order number;
 - (f) the ERIKS order line (in the order given in the purchase order);
 - (g) the ERIKS article code number;
 - (h) the country of origin of the Goods;
 - (i) the VAT number of the Supplier and of ERIKS;
 - (j) the statistical number of the delivered Goods; and
 - (k) The Supplier's shipment number.
5. Payments shall be made within 60 calendar days of the end of the month of the invoice date, unless the Supplier is a small and medium-sized enterprise (*MKB-onderneming*) or self-employed person (*ZZP-er*) as referred to in article 6:119a of the Dutch Civil Code (*Burgerlijk Wetboek*), in which case a payment term of 30 calendar days after receipt of the invoice shall apply. Payment does not imply acceptance and does not absolve the Supplier of any of its obligations to ERIKS.
6. ERIKS is authorised to set off amounts that it or its affiliated legal entities owe to the Supplier or legal entities affiliated with it against all current and future claims of ERIKS on the Supplier of legal entities affiliated with the Supplier.
7. If and insofar as ERIKS is liable for the payment of interest to the Supplier, the interest will be simple interest and equal to the refinancing interest of the European Central Bank (ECB) applicable on the due date of the invoice.
8. The Supplier shall not be entitled to conduct indexation of prices for the supply of Goods and/or Services without the prior written consent of ERIKS.

7. Delivery and packaging

1. Delivery shall be made on the basis of the INCOTERMS 2020 to the address given by ERIKS under the following conditions:
 - (a) Deliveries to ERIKS from the Netherlands shall be made in accordance with DAP;
 - (b) Deliveries to ERIKS from countries in the European Union other than the Netherlands shall be made in accordance with FCA;
 - (c) Deliveries to ERIKS from a country outside the European Union shall be made in accordance with FCA or FOB in the case of sea freight, in which case FCA and FOB shipments shall be made using forwarding agents selected by ERIKS.
2. The agreed delivery times are final (*fatale termijnen*) and fixed and are applicable to the entire delivery.
3. If the Supplier foresees that the agreed delivery time will be exceeded it will be obliged to inform ERIKS of this immediately and in writing.
4. In the event that the Supplier exceeds the delivery time, ERIKS will have the right to apply a 0,5% discount to the full value of the order for each calendar day or part thereof that the delivery time is exceeded, up to a maximum of 10% of the full value of the order, without prejudice to the remaining rights of ERIKS in the event of the Supplier's non-performance or late performance. In the event of the delivery time being exceeded ERIKS will have the right to require the Supplier to use a different (faster) transport method. The costs of this and any costs related to the cancellation of the scheduled transport will be borne by the Supplier.
5. Batch deliveries are not permitted unless ERIKS has agreed to this in writing in advance, possibly under further conditions.
6. The Supplier is obliged at its own expense - including the costs of storage, maintenance and insurance against fire and/or theft and/or loss during storage of transport - to keep the Goods at its business premises from the time at which the Goods are ready for a period of two months at the latest thereafter.
7. Each delivery or batch delivery must be accompanied at least by the corresponding certificates and the packing slip showing the ERIKS order number and the quantity of Goods being delivered.
8. The Goods must be packaged properly/as is customary in the sector, with due observance of the labelling/trademarks prescribed by ERIKS. Packaging materials must be suitable for reuse or recycling and must be in conformity with national and international (environmental) laws and regulations. If packagings cannot be reused or recycled, the processing costs will be charged to the Supplier.

9. ERIKS has the right to refuse the delivery and at the Supplier's expense to return or store it at the place of arrival if the requirements of paragraphs 5, 7 and 8 of this Article are not met.
10. On ERIKS's request the Supplier will be obliged to take back the packaging materials used by the Supplier at its own expense and risk. ERIKS has the right to return the packaging materials at the Supplier's expense. The Supplier will return packaging materials provided on loan by ERIKS in good condition, insured and free of charge.

8. Transfer of ownership, risk and acceptance

1. The ownership and the risk of the Goods will transfer to ERIKS at the time of actual delivery to the agreed place and when the Goods are accepted by ERIKS. If ERIKS makes any payments prior to delivery, the ownership up to the paid amount of the Goods will transfer to ERIKS at the time of payment. The Supplier will individualise the Goods by means of a unique mark the Goods and store them separately for ERIKS. The Supplier guarantees that full and unencumbered ownership will be transferred. The Services shall be accepted only by written confirmation thereof from ERIKS.
2. If ERIKS dissolves (*ontbinden*) the Agreement on sound grounds or requires the replacement of the Goods, the risk of the Goods shall be with the Supplier. The Supplier shall then be required to take back or replace the Goods at its own expense and risk.
3. If ERIKS provides the Supplier with Resources for the execution of the Agreement, these Resources will remain the property of ERIKS. In that case the Supplier will bear the risk of these Resources being lost, damaged or stolen. The Supplier will use the Resources provided by ERIKS (or have them used) exclusively for the execution of the Agreement. The Supplier will return these Resources to ERIKS without delay and at its own expense and risk once the Agreement has been executed or has ended.
4. Resources obtained, made or processed by the Supplier for the execution of the Agreement will become the property of ERIKS as soon as they come into existence and will be kept by the Supplier for ERIKS.
5. Without prior written permission the Supplier is prohibited from using (or having used by third-parties) Goods and/or Services using, made with or based on Resources of ERIKS, to place them in circulation, to commercially exploit them or to otherwise administer and hold them or deliver them to third-parties. If this prohibition is violated the Supplier will forfeit a single directly exigible penalty of € 50,000.00, without notice of default or legal intervention being required, as well as a penalty of € 2,500.00 for each day on which the violation continues, without prejudice to the remaining rights of ERIKS.

9. Tests and inspections

1. The Supplier will present ERIKS with all test and inspection certificates or audit reports reasonably requested by ERIKS and free of charge.
2. ERIKS has the right to test and inspect the Goods at the Supplier's premises prior to delivery, or at ERIKS' premises following delivery or at the premises of the client of ERIKS after delivery before accepting the Goods. The Supplier is obliged to cooperate with ERIKS and/or its designated third-parties during the inspection and testing and, on the request of ERIKS, to provide all reasonable personnel and material assistance for the test and inspection. Tests and/or inspections do not absolve the Supplier of any guarantee obligations and/or liability.
3. All costs for or related to the tests and/or inspections, other than the costs of inspectors appointed by ERIKS, will be for the Supplier's account.
4. If the test and/or inspection reveals that the Goods are not in keeping with the agreements, ERIKS will have the right to return all or some of the delivered Goods to the Supplier at the Supplier's expense. ERIKS will then have the right to repair or replacement, to be decided at the discretion of ERIKS, without prejudice to the remaining rights of ERIKS in the event of a non-conformity in the Goods.

10. Intellectual property rights

1. If the Goods, Services and/or the supply of accompanying documents are subject to intellectual property rights, ERIKS will hereby obtain the right to use them, free of charge, by means of a non-exclusive, royalty-free, worldwide and perpetual licence. This licence is deemed to have been granted by the Supplier to ERIKS now for then.
2. All intellectual property rights arising from the execution of the Agreement by the Supplier and/or its Personnel, will accrue to ERIKS.
3. The Supplier is unconditionally obliged to everything necessary to obtain or establish the rights referred to above and to transfer them to ERIKS.
4. The Supplier guarantees that the Goods, Resources or other goods that the Supplier has made available to ERIKS do not infringe any intellectual property rights of third-parties. The Supplier indemnifies ERIKS as well as clients of ERIKS and legal entities affiliated to ERIKS against all (potential) claims of third-parties based on any (alleged) infringement of such rights and will compensate ERIKS and/or the clients of ERIKS and/or legal entities affiliated to ERIKS for all losses suffered by ERIKS and/or its clients and/or legal entities affiliated to ERIKS in this regard.
5. All Resources that ERIKS provides to the Supplier, as well as intellectual property rights of ERIKS, including know-how, are and remain the property of ERIKS and no rights in that regard are transferred.

11. Provision of information and confidentiality

1. The Supplier shall, both during the term of the Agreement and for an indefinite period thereafter:
 - (a) keep all Confidential Information of ERIKS and its affiliated legal entities secret and confidential, and shall ensure that its directors, Personnel (both during the employment relationship and thereafter), representatives and its affiliated legal entities, [collectively, the "Representatives"] do so;
 - (b) protect Confidential Information of ERIKS and its affiliated legal entities in the same manner as the Supplier normally does to protect its own confidential information from unauthorized disclosure, and ensure that its Representatives do the same, with the Supplier warranting that this provides adequate protection against unauthorized disclosure copying or use;
 - (c) use Confidential Information of ERIKS and its affiliated legal entities only in the performance of its obligations under this Agreement, and ensure that its Representatives do the same;
 - (d) only disclose Confidential Information of ERIKS or its affiliated legal entities to its Representatives if and to the extent reasonably necessary for the exercise of its rights and obligations under this Agreement, informing the Representatives of the confidential nature of the Confidential Information and requiring a written confidentiality statement that is consistent in content with Article 11.1;
 - (e) immediately notify ERIKS and its affiliated legal entities in the event of a suspected or actual unauthorized disclosure of the Confidential Information, and take all reasonable steps to prevent, restrict or resolve such disclosure;
 - (f) promptly destroy or return to ERIKS Confidential Information of ERIKS and its affiliated legal entities upon ERIKS' first request; and
 - (g) indemnify ERIKS and its affiliated legal entities for any damages suffered by them as a result of any failure to comply with any of the obligations under this Article 11.1.
2. The obligations in Article 11.1 shall not apply to information that:
 - (a) is required to be disclosed by applicable laws, regulations or the rules of a relevant stock exchange, provided that the Supplier required to disclose the information promptly informs ERIKS of its disclosure obligation, and cooperates with ERIKS to prevent or limit the disclosure to the extent possible;
 - (b) was already in the Supplier's possession without a duty of secrecy or confidentiality at the time the Supplier received the information from ERIKS or its affiliated legal entities;
 - (c) was already in the public domain at the time of disclosure by the Supplier without a breach of this Agreement;
 - (d) was developed independently by the Supplier without access to Confidential Information from ERIKS or its affiliated legal entities.
3. In the event of the prohibition provided for in paragraphs 1 up to and including 2 of this Article being violated, the Supplier will forfeit an immediately payable single penalty of € 50,000.00, without notice of default or judicial intervention being required, as well as a penalty of € 2,500.00 for each day or part of a day that the violation continues, without prejudice to the remaining rights of ERIKS in the event of non-compliance with paragraphs 1 up to and including 2 of this Article.

12. Liability and indemnity

1. The Supplier shall be liable to ERIKS for all losses suffered by ERIKS and by legal entities affiliated to ERIKS as a result of product defects and/or design faults and/or any failure on the part of the Supplier to comply with its obligations under the Agreement, including any act or omission by the Supplier himself and/or Personnel involved in the execution of the Agreement.
2. The Supplier indemnifies ERIKS and legal entities affiliated to ERIKS against all claims of third-parties in relation to damages caused by the Supplier or which - with reference to paragraph 1 of this Article - are at its expense and risk and for losses, claims and costs arising from the execution of the Agreement by a third-party acting as a subcontractor or another capacity, as well as against all claims concerning the Goods and/or Services based on liability legislation.
3. The Supplier must adequately insure himself and keep himself insured against liability within the meaning of this Article. The Supplier will provide ERIKS with proof of insurance on the request of ERIKS.

13. Dissolution or termination of the agreement

1. Without prejudice to all its remaining rights pursuant to the Agreement or applicable law, including but not limited to the right to compensation for any losses suffered or as yet to be suffered and without accepting any liability, ERIKS has the right to dissolve (*ontbinden*) the Agreement in full or in part, judicially or extrajudicially, if the Supplier fails to meet any obligations under the Agreement entered into with ERIKS for any reason whatsoever; and there is default (*verzuim*).
2. Without prejudice to all its remaining rights pursuant to the Agreement or applicable law, including but not limited to the right to compensation for any losses suffered or as yet to be suffered and without accepting any liability, ERIKS has the right to dissolve (*ontbinden*) the Agreement in full or in part, judicially or extrajudicially, with immediate effect and without further notice of default being required, if:
 - (a) the Supplier is declared bankrupt, has applied for or been granted suspension of payment, goes into liquidation, is subjected to an attachment or transfers his business activities;
 - (b) the Goods and/or Services are not accepted by ERIKS following inspection or a re-inspection;

- (c) the Supplier offers and/or gives an employee of ERIKS a gift or other inducements without the written permission of ERIKS;
 - (d) the Supplier fails to comply with the provisions of Article 5.2 and/or 7.4 and/or 8.5 and/or 11and/or 16 of these Conditions;
 - (e) ERIKS cannot, in its opinion, reasonably be required to continue the Agreement, it shall be obliged to pay the Supplier pro rata for any part of the Goods and/or Services already delivered and accepted by ERIKS.
3. The Supplier may only dissolve (*ontbinden*) the Agreement on account of an attributable failure (*toerekenbare tekortkoming*) to perform the Agreement if it has given ERIKS notice of default by registered letter, giving as detailed and complete a description as possible of the failure and setting a reasonable time for the failure to be remedied on at least three (3) occasions, and such reasonable time has expired at least three (3) occasions and ERIKS continues to fail to perform material obligations under the Agreement.
 4. In the event of dissolution (*ontbinding*) the risk of Goods already delivered shall be with the Supplier.
 5. ERIKS shall at all times have the right to terminate (*opzeggen*) the Agreement in writing, subject to 30 days' notice.
 6. In the event of dissolution (*ontbinding*) or termination (*opzegging*) the Goods held by the Supplier or a third-party must be returned to ERIKS immediately and at the Supplier's expense. In the event of termination as described above ERIKS will have the right, without prior consent, to gain access to the place where the Goods are kept and to repossess them.
 7. Terms intended to last after the dissolution (*ontbinding*) or termination (*opzegging*) of the Agreement, or by their nature to continue after the end of the Agreement, shall continue in full force after termination or dissolution of the Agreement.
 8. On the date as of which this Agreement is dissolved or terminated, the Supplier shall, and shall cause its affiliates and Personnel to:
 - (a) immediately (i) cease use of all Resources and Confidential Information, (ii) transfer all Resources and Confidential Information in their possession to ERIKS in the format and on the data carrier requested by ERIKS, and (iii) remove all Resources and Confidential Information from their computer hardware and data carriers; and
 - (b) provide ERIKS with written confirmation that the Supplier, its affiliated entities and its Personnel have complied with their obligations under this Section 13.8.

14. Transfer, subcontracting and pledging

1. Without the prior written consent of ERIKS, the Supplier is not authorised to outsource the execution of the Agreement or any part of it to third-parties or to transfer the rights and obligations under the Agreement in full or in part to third-parties or to assign to third-parties or pledge the claims of the Supplier on ERIKS under the Agreement. This stipulation constitutes a stipulation within the meaning of Article 3:83, paragraph 2 of the Dutch Civil Code (*Burgerlijk Wetboek*).
2. ERIKS may assign its rights and obligations under the Agreement or these Conditions. The Agreement or these Conditions shall inure to the benefit of ERIKS' successors or assigns.
3. If the Supplier uses the services of third-parties, it will be obliged on the first request of ERIKS to provide a copy of the order or agreement with this third-parties (without showing prices).

15. Compliance

1. The Supplier acknowledges that it is aware of ERIKS Supplier Code of Conduct and represents and warrants that it will act in compliance with it at all times. The ERIKS Supplier Code of Conduct will be sent to the Supplier upon request.
2. The Supplier warrants that it shall comply with all applicable foreign and/or domestic laws and regulations, including, but not limited to, laws and regulations relating to export and import, anti-corruption, conflict minerals, foreign labor, tax laws, social security laws, including obligations related to the Employee Insurance Administration Institute (Uitvoeringsinstituut Werknemersverzekeringen, UUVV), as well as in particular Regulation [EC] 1907/2006 (REACH) and Directive 2011/65/EU (RoHS). The Supplier shall indemnify ERIKS against any claims by foreign and/or domestic governments or agencies in this regard.
3. The Supplier is expected to conduct its business in an environmentally responsible and efficient manner, in accordance with applicable laws and internationally acceptable standards.

16. Data Protection

Each party shall at all times comply with its respective obligations under applicable data protection laws and regulations. Insofar as the Supplier processes personal data on ERIKS' behalf, the Supplier shall be considered a data processor within the meaning of the General Data Protection Regulation (GDPR). The Supplier shall then be obliged to enter into an agreement with ERIKS as referred to in Article 28 (3) GDPR in a form prescribed by ERIKS. The Supplier shall not be entitled to use or have used in any way whatsoever any personal data at its disposal, in whole or in part, other than for the performance of the Agreement, unless this is permitted on a statutory basis.

17. Force Majeure

1. Force majeure within the meaning of Article 6:75 of the Dutch Civil Code (*Burgerlijk Wetboek*) shall expressly not include: (i) force majeure of (sub)contractors and/or subsuppliers of the Supplier, (ii) failure of (sub)contractors and/or subsuppliers to properly fulfil their obligations, regardless of whether they have been prescribed to the Supplier by ERIKS, (iii) defectiveness of software, items, equipment, materials and/or raw materials whether or not from third parties, regardless of whether their use has been prescribed to the Supplier by ERIKS or its customer, (iv) any technical malfunction or electricity failure, (v) any failure of Internet, computer network or telecommunication facilities, (vi) government measures (vii) shortage of raw materials (viii) pandemics or epidemics (ix) disability and/or illness of Supplier's Personnel, (x) unorganized and organized strikes of Supplier's Personnel.
2. Each party shall have the right to dissolve (*ontbinden*) the Agreement in writing if a force majeure event at the other party's side lasts longer than ninety (90) days.

18. Applicable law, competent court and additional provisions

1. Dutch law, with the exclusion of the Vienna Sales Convention 1980 (CISG), shall exclusively apply to these Conditions and to all Agreements concluded (or to be concluded) between ERIKS and the Supplier, the general (supply) relationship between the parties (if any), as well as any claims in tort in connection with a Contract.
2. All disputes between ERIKS and the Supplier will be referred for adjudication exclusively to the competent Court in Amsterdam, the Netherlands.
3. The failure of a party to exercise its rights under the law, these Conditions and the terms of an Agreement, or to exercise them promptly, shall not constitute a waiver of such party's rights. A partial exercise of rights shall not affect the right of a party to exercise its remaining rights at a later date.
4. The Supplier shall not be entitled to suspend (*opschorten*) the performance of its obligations under the Agreement.
5. The Supplier shall not be entitled to set off (*verrekenen*) any amounts it owes to ERIKS under the Agreement against any amounts which ERIKS owes the Supplier under the Agreement.
6. The Supplier shall not enter into the Agreement on the basis of any statement, guarantee, undertaking or promise by ERIKS which is not expressly referred to in the Agreement. The Supplier's liability and rights by reason of error are hereby excluded. This article shall not affect the liability and rights of the Supplier on account of fraud.