

SUNROCK GENERAL CONDITIONS OF PURCHASE (2023)

- I. GENERAL**
- 1. Definitions**
- 1.1 **General Conditions:** these general terms and conditions of purchase.
- 1.2 **Services:** the services to be provided by the Supplier to Sunrock, including information technology services, such as the development, maintenance and support of software, applications and software licences.
- 1.3 **Goods:** all moveable property to be supplied by the Supplier to Sunrock, including goods in the field of information technology, such as software.
- 1.4 **IP rights:** intellectual property rights.
- 1.5 **Supplier:** the party with which Sunrock has entered into an Agreement.
- 1.6 **Subcontractor:** the party to which the Supplier has subcontracted the obligations under the Agreement in whole or in part.
- 1.7 **Agreement:** any written agreement or purchase order entered into between the Parties concerning the supply of IT and other Goods, or IT and other Services, by the Supplier to Sunrock.
- 1.8 **Parties:** Sunrock and the Supplier.
- 1.9 **Written/In Writing:** on paper, which may also include by e-mail or any other digital means.
- 1.10 **Sunrock:** Sunrock Investments B.V. and its group companies.
- 1.11 **Confidential Information:** the nature and content of the Agreement as well as other (non-public) business information on Sunrock.
- 2. Applicability**
- 2.1 These General Conditions govern all enquiries, offers and agreements in respect of which Sunrock acts as the principal for the supply of Goods or the provision of Services.
- 2.2 Any general conditions of the Supplier, under any name, do not apply and are expressly rejected.
- 2.3 In the event of inconsistency between the provisions of these General Conditions and the provisions of the Agreement, the provisions of the Agreement prevail.
- 2.4 Article 16 applies only in the case of the supply of Goods by the Supplier; Articles 17, 18 and 19 apply only in the case of the provision of Services by the Supplier.
- 2.5 Sunrock may unilaterally amend these General Conditions and declare the amended General Conditions applicable to existing Agreements. Such amendments will enter into force 14 days after their announcement, unless Sunrock sets a different date.
- 3. Confidentiality**
- The Supplier must keep the Confidential Information confidential and, without Sunrock's Written consent, may not disclose it or use it for any purpose other than the performance of the Agreement.
- 4. Data security, maintenance and malfunctions**
- 4.1 The Supplier warrants that all software and systems supplied by it to the Sunrock, made available by it to Sunrock, or used by the Supplier for the supply of the Goods or the provisions of the Services are at all times adequately safe and secure against digital threats, unauthorised access and any other form of cyber or other threats that compromise or may compromise the confidentiality, integrity or availability of the actual Goods or the network or other parts of Sunrock's information provision.
- 4.2 It is not permitted to make any electronic connection, link or similar connection to Sunrock's digital systems or networks without Sunrock's Written consent.
- 4.3 If maintenance work needs to be carried out on Services or Goods, the Supplier will notify Sunrock accordingly in a timely manner. If malfunctions occur during use, the Supplier will inform Sunrock as soon as possible and resolve such malfunctions immediately and free of charge. The Supplier will take all necessary measures to remedy interruptions or malfunctions as soon as possible.
- 5. Privacy**
- The Supplier warrants strict compliance with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (GDPR). The Supplier also warrants that no personal data will be processed outside the European Economic Area (EEA). The Supplier fully indemnifies Sunrock against any third-party claim
6. **Audits**
- The Supplier will fully cooperate with any audit to be carried out by Sunrock, or a third party appointed by Sunrock, at the Supplier's premises. This audit is intended to determine the Supplier's compliance with its obligations under the Agreement and its compliance with laws and regulations. The time, location and manner in which the audit is performed will be coordinated with the Supplier as much as reasonably possible. The costs of the audit will be payable by Sunrock, unless the audit shows that the Supplier has failed to comply with its obligations.
7. **Transfer of rights and obligations**
- Without Sunrock's prior Written consent, the Supplier may not assign any of its rights and obligations under the Agreement to third parties. This prohibition has property-law effect. Sunrock may transfer the rights and obligations under the Agreement in whole or in part to a third party and the Supplier hereby undertakes to lend its cooperation or consent in such future event.
8. **Termination of the Agreement**
- 8.1 Without any further notice of default or judicial intervention being required, Sunrock may prematurely terminate or dissolve (*ontbinden*) (at its option) all or part of the Agreement with the Supplier, without being liable for any compensation to the Supplier, if:
- the Supplier applies for a suspension or provisional suspension of payments or files for bankruptcy;
 - the Supplier transfers or hires off all or part of its business to, or merges with, a third party;
 - the Supplier's business is shut down or liquidated;
 - a direct or indirect change in the control over the Supplier or its group occurs within the meaning of Article 2:24b of the Dutch Civil Code;
 - the Supplier loses its legal personality or is wound up;
 - the Supplier can no longer be considered capable of performing the obligation(s) set out in the Agreement; or
 - the Supplier is in default.
- 8.2 Sunrock may terminate the Agreement prematurely In Writing, without stating reasons, subject to a notice period of one month and without being liable to the Supplier for any compensation.
9. **Indemnity and insurance**
- 9.1 The Supplier indemnifies Sunrock against any third-party claims or demands resulting from any breach on the part of the Supplier and Subcontractors.
- 9.2 All obligations, including those under tax, health insurance and social insurance legislation, relating to personnel of the Supplier and its Subcontractor(s), are for the Supplier's account. The Supplier indemnifies the Principal against any liability in this regard.
- 9.3 The Supplier is adequately insured against liability towards Sunrock during the term of the Agreement. The Supplier will provide Sunrock with documentary evidence of that insurance at its request.
- 9.4 Sunrock is liable for compensation only in the event of wilful or deliberate recklessness on its part.
10. **Warranty**
- 10.1 The Supplier warrants that all Goods and Services delivered under the Agreement comply in all respects with safety and quality standards used within the industry and are suitable for the use or purpose intended by Sunrock. The Supplier must act in accordance with the requirements that apply to a diligent, professional and competent supplier of Services or Goods. The level of quality and availability of the Goods delivered and the Services provided must be of a level that may reasonably be expected of such a supplier.
- 10.2 The Supplier must provide a market-based manufacturer's warranty on delivery of the Goods and provision of the Services. In addition to this manufacturer's warranty, the Supplier warrants that the Goods and Services will be free from defects during the warranty period stated in the Agreement or, if no warranty period is stated, within a period of at least two (2) years after delivery. Sunrock may transfer those warranties to its customers. The Supplier warrants the transferability of these warranties.
- 10.3 If defects occur in the Goods or Services during the warranty period that are not the result of evident incorrect use or maintenance by

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Sunrock, the Supplier must remedy such defects adequately and free of charge by repair or replacement as soon as possible. The costs involved are payable by the Supplier and the loss incurred by Sunrock must be reimbursed by the Supplier.

11. Prices, invoicing and payment

Agreed prices are in euros, exclusive of turnover tax, and fixed. The prices include all costs of performance of the Agreement, including costs of excise duties, levies, transport, insurance and packaging, as well as the costs of import and export of the relevant goods and the costs due to foreign payments. Invoices must be paid within 30 days after delivery.

12. IP rights and similar rights

12.1 Sunrock acquires the IP rights to the Goods and Services developed by the Supplier for the benefit of Sunrock under the Agreement, as well as the associated data, results, instructions, reports, documentation and information. The IP Rights are transferred to Sunrock without further conditions and with the Supplier's cooperation on signature of the Agreement. Insofar as necessary, the Supplier irrevocably authorises Sunrock to perform all juridical acts required for the transfer of the IP Rights, including the registration of the transfer in the relevant registers.

12.2 The Supplier warrants free and uninterrupted use of the Goods and Services by Sunrock and third parties to which Sunrock has resold them.

12.3 The Supplier warrants that the Goods and Services do not infringe any IP right or other rights of third parties. The Supplier indemnifies Sunrock against claims of third parties in respect of any infringement or alleged infringement of third-party IP rights and similar rights related to the Agreement and will reimburse all of Sunrock's related costs and loss.

13. Code of Conduct

The Supplier must comply with the Sunrock Supplier Code of Conduct, which can be downloaded from Sunrock's website or will be made available by Sunrock at the Supplier's request.

14. Miscellaneous provisions

14.1 If any provision of the Agreement or these General Conditions is null and void or is set aside, the remaining provisions will remain in force. Sunrock will replace the provision that is null and void or is annulled with a provision that sets out the purport of the provision to be replaced as closely as possible.

14.2 Provisions of the Agreement and these General Conditions that by their nature are intended to remain in force on termination of the Agreement will remain in force on such termination.

14.3 The Supplier may suspend its obligations only if it has obtained judicial leave to do so. The Supplier does not have a right of setoff.

15. Applicable law and competent court

The Agreement, all resulting or corresponding agreements, and these General Conditions are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All disputes between the Parties will be submitted to the competent court of Amsterdam.

II. GOODS

16. Delivery and packaging

16.1 The Goods will be delivered on the delivery date agreed on between the Parties, at the address stated by Sunrock, in good condition, and properly packed and secured. The agreed delivery date is a strict deadline; if it is exceeded, the Supplier is immediately in default without further notice of default being required. The Goods are at the Supplier's risk until delivery.

16.2 If timely delivery of the Goods by the Supplier is or threatens to become impossible, the Supplier must immediately notify Sunrock accordingly In Writing, stating the cause and expected duration of the delay and the measures taken and to be taken by the Supplier.

16.3 If delivery in stages has been agreed and the Supplier is in default of delivery in respect of a stage, paragraphs 1 and 2 of this Article apply *mutatis mutandis* and Sunrock may also cancel future deliveries, irrespective of whether such future deliveries arise from the same or other agreements.

16.4 Sunrock may postpone delivery. In that case the Supplier must store, preserve, secure and insure the Goods properly packed,

separately and identifiably. The Supplier may charge any related reasonable costs to Sunrock.

III. SERVICES

17. Provision of Services and inspection

17.1 The Services must be provided in accordance with the schedule agreed between the Parties. The time agreed on between the Parties at which the Services must be provided is a strict deadline. If this strict deadline is exceeded, the Supplier is immediately in default, without any further notice of default being required.

17.2 Sunrock may move forward the time at which the Services will be provided. Insofar as applicable, the Supplier must store, preserve, secure and insure properly packaged, segregated and identifiable goods used for Sunrock during the provision of the Services. The Supplier may charge any related reasonable costs to Sunrock.

17.3 If timely delivery by the Supplier is or threatens to become impossible, the Supplier must immediately notify Sunrock accordingly In Writing, stating the cause and the expected duration of the delay and the measures it has taken and will take.

17.4 The Supplier must observe the rules at the place where the Services are provided and must use proper material and tools.

17.5 Sunrock may inspect the Services and the outcome of the Services, without the Supplier being able to base any rights on the results of an inspection. The outcome of the inspection, the signature of a receipt or completion certificate, or any other action, does not imply approval or acceptance of the Services or their outcome. The Supplier must cooperate in the inspection.

18. Additions and omissions

18.1 Sunrock may at any time require additions and omissions by the Supplier. They require both Parties' Written consent. The costs of any additions must be in line with the market and may not be at a less favourable level than the other price agreements made between the Parties. In the event of omissions, the price of the Services will be reduced pro rata.

19. Supplier's personnel and subcontracting

19.1 The Supplier gives instructions and directions to its employees and agents. If it has been agreed In Writing with Sunrock that the Supplier's employees or agents work under the management and supervision of Sunrock, paragraphs 2 and 3 of this article apply.

19.2 When making personnel available, the Supplier, in its capacity as the supplier of the personnel, warrants that it will comply with any applicable collective bargaining agreement, the other applicable employment conditions, the obligations under the *Wet allocatie arbeidskrachten door intermediairs* (Placement of Personnel by Intermediaries Act) and the other statutory obligations. The Supplier indemnifies Sunrock and holds it fully harmless from all financial consequences and claims, including any fines, and costs, arising from any violation by the Supplier or Subcontractor of that Act or any other laws or regulations relating to the engagement or provision of personnel.

19.3 The Supplier must inform Sunrock of the Subcontractor's identity. The Supplier remains responsible to Sunrock for the Services provided by the Subcontractor. The Subcontractor must have the appropriate qualification, training, experience and insurance cover for the provision of the Services.