

**GENERAL PURCHASE CONDITIONS THAT APPLY IN THE EVENT OF THE PURCHASE OF PRODUCTS AND/OR SERVICES BY LANDAL GREENPARKS**

GENERAL PURCHASE CONDITIONS

Article 1. DEFINITIONS AND APPLICABILITY

- 1.1 These general terms and conditions (hereinafter referred to as "General Terms and Conditions") apply to all legal relationships (including Orders, Instructions, Agreements and non-contractual and pre-contractual relationships) entered into with Landal GreenParks B.V. and/or its affiliated companies, as well as the bungalow parks and other companies managed and/or owned by Landal, hereinafter referred to as "Landal". "Affiliated companies" shall in all cases be understood to include all (current and future) parent companies, subsidiaries and sister companies of Landal GreenParks B.V..
- 1.2 In the General Terms and Conditions, the terms and expressions used below are defined as follows:  
 – *Service*: all activities (whatever the form and whatever the name) that the Supplier carries out for the benefit of Landal.  
 – *Supplier*: every natural or legal person from whom Landal orders and/or purchases Products and/or Services.  
 – *Delivery*: one or more items being put in the possession or under the control of Landal, and the installation/assembly, if any, of ready-to-use products or performances delivered.  
 – *Order/Instruction*: every instruction from Landal, whatever the form.  
 – *Agreement*: the arrangements between Landal and the Supplier that pertain to the delivery of Products and/or the provision of Services.  
 – *Parties*: Landal and the Supplier.  
 – *Product*: all items and products delivered or to be delivered to Landal in the carrying out of an order.
- 1.3 The General Terms and Conditions of the Supplier do not apply, not even partially, and are specifically rejected.
- 1.4 The costs of or in connection with calculations and/or tenders of the Supplier (including, for example, tests and models) cannot be charged to Landal, unless otherwise agreed in writing.
- 1.5 Suppliers with whom one contract has been entered into on the basis of these General Terms and Conditions are deemed to have tacitly agreed to the applicability of these General Terms and Conditions to later legal relationships with Landal.
- 1.6 Should any stipulation of these General Terms and Conditions be declared void or otherwise be unenforceable, this will not affect the validity of the other stipulations in these General Terms and Conditions and Agreement. The stipulations that are not legally valid or cannot be enforced at law will be replaced with stipulations that, in terms of tenor, are as close as possible to the stipulations to be replaced.
- 1.7 Amendments and additions to any stipulation in an Agreement and/or the General Terms and Conditions can only be agreed upon in writing.
- 1.8 In the event that an amendment and/or addition as referred to above has been agreed upon, this amendment or addition will only apply to the relevant Agreement.

- Conditions. However, Landal reserves the right to withdraw the Instruction given by it if the Supplier has not confirmed it in writing within 14 days of the date on which it was sent. In the event that the (order) confirmation differs from the original Instruction, Landal will only be bound after it has expressly agreed to the derogation(s) in writing. The acceptance by Landal of deliveries or performances, as well as payments made by it in connection with those does not imply recognition of the derogations.
- 2.2 The Supplier explicitly states that, no later than at the time of delivery, it will have provided Landal with all the particulars and information with regard to all the facts and circumstances that could be relevant to Landal (in connection with the further manufacturing or processing or further distribution of the products delivered by it) and has not withheld information that could in any way be relevant in that context.
- 2.3 In addition, the Supplier undertakes – no later than at the time of delivery – to inform Landal in writing of all relevant directions, rules or warnings with regard to the manner in which Landal should use or process the products that are part of the agreed deliveries or the manner in which the end user should handle these in an adequate and safe manner. In addition, the Supplier must inform Landal – in writing and in a timely fashion – of any changes to the product with regard to its construction, materials and manufacture that are important in this regard.
- 2.4 The Supplier is forbidden from having a third party carry out the Instruction in full or in part (through delegation, subcontracting or purchase from third parties) unless Landal has given its express written permission for this. This permission can be made subject to conditions. The Supplier will at all times be fully responsible and liable for the third parties engaged by it and will, if necessary, indemnify and compensate Landal in full. In the event that the Supplier, with Landal's permission, engages third parties to perform the Agreement in full or in part, the Supplier will be obliged to have these General Terms and Conditions apply to the Agreement between the Supplier and the relevant third party.
- 2.5 At all times, Landal will be authorised to change or add to the number and/or nature of the Products and/or Services to be delivered/provided in consultation with the Supplier. In the event that, in the opinion of the Supplier, a change/addition has consequences for the agreed fixed price and/or the time of delivery, it is obliged to inform Landal in writing as soon as possible, and no later than within 8 days of being informed of the desired change, before implementing the change.
- 2.6 In the event that the Supplier is of the opinion that it is entitled to compensation for additional work, it will not commence that additional work before submitting a quote with regard to the extent of the additional work it expects to have to do as a result of the change, and the costs involved for Landal. The Supplier will only commence with the additional work after it has received an express, written Instruction to that end from Landal. In the event that, in the opinion of Landal, these consequences for the price and/or delivery time are unreasonable, the Parties will consult on this. Changes/additions must always be agreed upon in writing. "Additional work" will not be considered to include those additional activities that the Supplier could have and should have foreseen when it accepted the Order.

- thereof.
- 2.8 Landal reserves the right to assess the prices of the Products and Services and/or to purchase them elsewhere.

Article 3. DELIVERY, TERMINATION AND RISKS

- 3.1 In the event that, in carrying out or planning the requested offer or the Instruction given, the Supplier requires certain information, drawings, models, materials or aids to be provided by Landal, the Supplier must immediately inform Landal in writing of the date by which the Supplier must be in possession thereof in order to be able to deliver the Products and/or provide the Services at the agreed time.
- 3.2 The Supplier is obliged to deliver its Products and/or provide its Services within the term referred to in the Instruction or agreed upon in consultation with Landal at a later stage. In the event that no further arrangements were made in this regard, the Products and/or Services must be delivered/provided within no more than two weeks. The Supplier will be in default by the mere fact that the delivery times agreed upon with Landal are exceeded.
- 3.3 Landal is authorised to withdraw the Instruction and/or terminate the Agreement in full or in part, without further notice of default or judicial intervention being required, in the event that:  
 a. the Products and/or Services do not meet the agreed description or amount;  
 b. the agreed delivery time is exceeded, regardless of the cause;  
 c. the Supplier does not meet another obligation under the relevant Agreement/Instruction, does not meet it on time or does not meet it properly;  
 d. the Supplier has been declared bankrupt, has applied for a moratorium, ceases trading or liquidates its company, or transfers its company to third parties or enters into a merger as a result of which another party acquires a substantial part of the control.

Regardless of whether Landal makes use of its right to terminate, the Supplier will compensate the loss and expenses that arise for Landal from the situations referred to under a., b. and c. of this paragraph, which include, among other things, any additional and other costs that should arise if Landal decides to place the Instruction elsewhere in order to meet its need for the Products and/or Services it ordered by means of this Instruction.

In addition, Landal will be authorised to suspend any obligations towards the Supplier pursuant to other Agreements or on whatever grounds (without notice of default being required).

- 3.4 All claims that Landal has against the Supplier in the situations referred to in paragraph 3 will be immediately payable in full on demand. Pursuant to the termination provisions as referred to in paragraph 3, Landal will be authorised to reclaim all payments that it has made, as such payments were not due.
- 3.5 All costs of delivery, packaging and shipping, including import taxes, transport insurance and/or customs duties, will be at the expense of the Supplier, unless expressly agreed otherwise in writing. The Supplier is obliged to see to it that the packaging is sound and complies with all the applicable regulations, as well as to see to security, insurance and proper transport.
- 3.6 Landal may reject partial deliveries, overruns or underruns that are delivered without the prior written permission of Landal, without being liable to pay any compensation in this regard.
- 3.7 The ownership and risk of the Products delivered and/or Services provided transfer to Landal after these have been

Article 2. INSTRUCTION AND FORMATION OF THE AGREEMENT

- 2.1 Landal will always give its Instructions in writing. The Supplier must return the Instruction sent to it to Landal within 14 days of the date on which the Instruction was sent, unaltered and signed. In the event that the Supplier fails to return the Instruction within the term set out above, does not object to the contents thereof within that term or has started carrying out the Instruction, the Instruction will be deemed to have been accepted on the conditions stated in the Instruction, subject to these General Terms and

- 2.7 Under no circumstances will the Supplier be authorised to change the product specifications of its own product without the prior written permission of Landal. In the event that the Supplier intends to change products, Landal must be provided with detailed information on the change at least 3 months prior to the possible commencement date of a new product. Landal reserves the right to reject the proposed changes and demand performance according to the earlier agreed specifications, including uninterrupted delivery

delivered to Landal – to a person authorised to that end – and, where necessary, have been assembled or installed. Products and/or Services will be delivered Delivery Duty Paid (DDP) in accordance with the Incoterms 2010, at the address provided by Landal. The Supplier will unload, assemble or install the Products and/or Services (or have these unloaded, assembled or installed) at its own expense and risk and in accordance with Landal's instructions. The Supplier will bear the risk of damage to or loss of the Products ordered until they are accepted in accordance with these General Terms and Conditions.

- 3.8 In the event that Landal makes products available to the Supplier in order to assemble these, to supervise the assembly thereof or to test the products already assembled or put them into service, the Supplier will bear the risk thereof from the moment these products are made available until the delivery is accepted by Landal.
- 3.9 In the event that the delivery location has not been expressly agreed upon, the relevant location will be the branch of Landal by which the Instruction was given.
- 3.10 The Supplier is to immediately inform Landal in the event that there is a risk of the delivery time being exceeded, stating reasons. This is without prejudice to any consequences and Landal's rights pursuant to the Agreement or statutory stipulations with regard to this delivery time being exceeded.
- 3.11 At all times, Landal will be authorised to return the (transport) packing material to the Supplier at the Supplier's expense. The processing or destruction of (transport) packaging material is the responsibility of the Supplier. In the event that, at the request of the Supplier, packaging material is processed or destroyed, this will be done at the risk and expense of the Supplier.
- 3.12 All business terms used in Landal's Instructions are to be interpreted in accordance with the relevant definitions in the Incoterms 2010.

Article 4. GUARANTEES

- 4.1 The Supplier guarantees the soundness of the Products delivered and the Services provided by it. This guarantee implies in any case that:
  - a. the Products/Services are suitable for meeting the requirements of the purpose for which the Instruction was given, insofar as the Supplier was aware of that purpose or could have been aware of that purpose;
  - b. the Products/Services are delivered/provided/produced according to the latest technical standards;
  - c. with regard to their content, number, description, quality, safety, performance and result, the Product/Services are completely in accordance with the Instruction/Order;
  - d. the applicable (inter)national laws, standards and regulations – including, without limitation, with regard to the environment, health, quality, etc – with regard to the Products/Services have been strictly complied with.
  - e. the Products/Services meet all other requirements that can reasonably be set for them;
  - f. the Products are new, of good quality and free of faults with regard to their design, processing, manufacture, construction and made-to-measure features, as well as free from faults in the materials used and offer the safety (within the meaning of Section 6:186 of the Dutch Civil Code) that may be expected of them;

In addition, the Supplier warrants that the Products/Services delivered/provided by it (including the methodology, working methods, drawings, models, pictures, films, images, moulds, negatives and/or any other graphic materials or software) do not infringe third-party industrial or intellectual property rights.

- 4.2 Products will in any case be considered to be unsound within the meaning of paragraph 1 if these show defects within a year of delivery, unless this is the result of normal wear and tear or is due to a considerable fault on the part of Landal.
- 4.3 Without prejudice to Landal's right to compensation of

costs, loss and interest, the aforementioned warranty implies that faults that arise within a year of delivery will be remedied free of charge, immediately and in full, at Landal's request, if necessary through replacement of – if applicable – the Products. After the faults are remedied, a new guarantee period as described in paragraph 2 will commence.

- 4.4 In the event that the Supplier does not meet its guarantee commitment, Landal will be authorised to have the remedy, replacement or replacement service provided by third parties, at the expense and risk of the Supplier.
- 4.5 In the event that this is necessary in the interest of the safety of persons and/or the progress of activities, Landal will be authorised to have provisional repairs carried out/engage alternative service providers at the expense of the Supplier. The Supplier will only be authorised to refuse to pay Landal's costs if it can prove that it was not informed of the relevant faults in a timely fashion and that, if it had been informed in a timely fashion, it would have remedied the faults at least as quickly.

Article 5. INSPECTION BEFORE DELIVERY

- 5.1 At all times, Landal will be authorised to view, assess or test the Products ordered and the results of Services provided (or have these viewed, assessed or tested) prior to delivery, while these are processed, manufactured or stored. The Supplier will enable Landal or the expert to be appointed by Landal to do this without limitation, and provide the facilities and assistance required.
- 5.2 Landal will inform the Supplier in a timely fashion of the tests to be carried out by Landal. The Supplier will be authorised to attend these tests or have these attended by a person to be appointed by it.
- 5.3 Regardless of whether Landal has made use of its rights pursuant to the conditions of the two preceding paragraphs of this article or not, regardless of the outcome of the viewings and tests referred to therein and regardless of what Landal communicates to the Supplier in this regard, the Supplier will continue to be fully liable for the correct performance of the Instruction.

Article 6. ASSESSMENT AND REMEDY

- 6.1 Landal will assess the Products ordered/Services provided within a reasonable term after the delivery or provision thereof.
- 6.2 Acceptance has no meaning other than that, in the preliminary opinion of Landal, the external condition of the Products/observable provision of the Services is in accordance with the Instruction/Order. More particularly, acceptance will not stand in the way of Landal subsequently invoking the Supplier's non-compliance with its guarantee commitment as referred to in Article 4, or any other obligation towards Landal
- 6.3 In the event that Landal rejects Products/Services, or in the event that, at a later stage, it should turn out that – in the reasonable opinion of Landal – these do not meet the requirements to be set for them pursuant to this Agreement and Order, Landal may – without prejudice to its other rights – give the Supplier the opportunity to remedy and/or repair on demand the faults and/or defects that have become apparent, at the expense and risk of the Supplier. Additional costs, such as those for disassembly, transport and reassembly will be at the expense of the Supplier. Following mutual consultation, Landal will reasonably determine the manner in which and the term within which the faults and/or shortcomings are to be remedied.
- 6.4 When, in the reasonable opinion of Landal, replacement or improvement of the Products/Services as referred to in paragraph 3 is not possible or the Supplier does not comply with the request referred to in paragraph 3 within the term set by Landal, the Supplier will be obliged to repay each of the payments it has received from Landal, without the Supplier being authorised to offset these amounts against the amounts that are due to it or the claims against Landal

interpreted by it. At such time, Landal will be authorised to do all that is necessary (or have all that is necessary done) and charge the costs involved to the Supplier, which includes the extra expenses that Landal reasonably incurs in order to obtain replacement Products/Services.

Article 7. LIABILITY AND INDEMNIFICATION

- 7.1 The Supplier will carry out the Instruction completely at its own risk. The Supplier will be liable for all direct and indirect loss suffered by Landal as a result of or in connection with (faults in) the delivery or (faults in) the Products delivered/Services provided, acts on the part of the personnel of the Supplier or (faults in) the material that the Supplier makes use of in carrying out the Instruction.
- 7.2 For the duration of the Instruction, the Supplier will see to adequate insurance against the loss referred to in paragraph 1, as well as loss due to other (corporate) liability. Upon request, the Supplier will provide Landal with a copy of the policy.
- 7.3 The excess, as well as a so-called "exception for third-party owned property" must be excluded in the insurance to be taken out. Unless the tender documents and/or the Agreement state otherwise, the cover of the insurance must be at least EUR 4,500,000.00 per event per year.
- 7.4 The Supplier undertakes – immediately after being held liable by Landal – to assign all claims with regard to payments of insurance monies to Landal at Landal's request.
- 7.5 The Supplier will indemnify Landal against all third-party claims to compensation of any loss suffered by them as a result of or in connection with (faults in) the delivery or (faults in) the Products delivered/Services provided, acts on the part of the personnel of the Supplier or (faults in) the material that the Supplier makes use of in carrying out the Instruction.
- 7.6 Landal is not liable in any way for injuries suffered by a Supplier, its employees or other contractors, or for damage, immaterial damage, loss or theft of materials, items or tools of the Supplier or its employees or contractors that are on Landal's premises.
- 7.7 The Supplier and its employees, as well as third parties engaged by it are obliged to comply with statutory safety, health and environmental requirements. Any operating instructions, regulations and directions given by Landal personnel in the field of safety, health and the environment must be observed as well.

Article 8. ITEMS MADE AVAILABLE BY LANDAL

- 8.1 Landal will continue to be the owner of all items that it makes available to the Supplier in connection with the Instruction (which includes drawings, models, instructions, specifications, equipment, programs, stamps, tools or other aids). Except with written permission to that effect from Landal, the Supplier will refrain from acts or omissions with regard to these items that will cause Landal to lose ownership of them as a result of specification, investigation, confusion or any other cause. In addition, the Supplier warrants that the items will not be charged or encumbered with third-party rights.
- 8.2 Insofar as not otherwise agreed upon in writing, the Supplier must itself see to all the facilities required for the benefit of the Services to be provided, at its own expense. "Facilities" must be understood to include all vehicles, equipment, cranes, scaffolding and parts thereof, consumer items, etc. that the Supplier uses in the performance of the Agreement.
- 8.3 The Supplier does not have a right of retention or right of suspension with regard to the items and must hand these over at Landal's request.
- 8.4 The Supplier will insure these items under the usual conditions against all loss that is the result of full or partial loss or damage, regardless of the cause, at its own

expense and for the benefit of Landal. Landal is entitled to require inspection of the relevant policy or policies, which must state Landal as co-insured.

8.5 Landal reserves all intellectual property rights (which includes comparable rights such as know-how) to its items. The Supplier will be given a strictly personal, non-transferrable and non-exclusive licence to use the items of Landal as referred to in this article for the duration of the Agreement, and under the resolutive condition that the Supplier does not comply in full with all the statutory and contractual obligations that the Supplier is to comply with towards Landal.

8.6 The Supplier will make the items recognisable as being the property of Landal and will return the items to Landal in good condition, unless Landal gives it different instructions. The Supplier will use the items entirely at its own risk. Except in the event of intent or gross negligence on the part of Landal or its managerial staff, Landal will not be liable for any adverse consequences of the use of the items by the Supplier or third parties. The Supplier will not use the items for third parties, nor authorise their use or allow them to be used by third parties or in connection with any other purpose than the correct execution of the Order.

8.7 The Supplier is obliged to inform Landal in writing of the unsuitability or shortcomings of items and/or working methods made available and/or prescribed by or on behalf of Landal, insofar as the Supplier is aware of these or should reasonably have been aware of these.

#### Article 9. THE CARRYING OUT OF ACTIVITIES ON THE PREMISES AND IN BUILDINGS OF LANDAL

9.1 Before commencing with the performance of an Agreement, the Supplier must familiarise itself with the circumstances in the buildings of Landal in which the activities are to be carried out. The costs of delays in the performance of the Agreement that are the result of circumstances as referred to above are at the expense and risk of the Supplier.

9.2 The Supplier will see to it that its presence and the presence of its personnel on the premises and in the buildings of Landal does not interfere with the undisturbed continuation of the activities of Landal and third parties.

9.3 The working hours of the Supplier must correspond with the working hours that generally apply at Landal. In carrying out the activities, the Supplier must make every effort to – as far as possible – take the operation of the business conducted by Landal into consideration, and minimise any inconvenience and/or hindrances.

9.4 The Supplier is obliged to carry out the activities in such a manner that these do not cause danger and/or damage for employees, guests and/or the property of Landal. The Supplier requires the written permission of Landal for activities that involve a fire risk (welding, grinding, soldering, burning away paint, roofing activities, etc.). This permission will be put in the form of a Landal permit. Engaged companies and employees must comply with the conditions of this Landal permit ("Permit for Activities that Involve a Fire Risk"). This applies without prejudice to the Supplier's other (statutory) obligations, and without prejudice to the liability of the Supplier.

#### Article 10. (OBLIGATIONS UPON) DEPLOYMENT OF PERSONNEL AND THIRD PARTIES

10.1 The Supplier will only deploy reliable and competent personnel for the benefit of the provision of Services. In the event that, in the opinion of Landal, there is reason to do so, Landal may require the removal of this personnel, in which case the Supplier will be obliged to replace the removed personnel immediately, in accordance with the requirements referred to in this paragraph 1.

10.2 The Supplier is responsible for the proper use of identification by its personnel, in accordance with the applicable statutory obligations, such as the Dutch Foreign Nationals (Employment) Act (*Wet Arbeid Vreemdelingen*). Landal is authorised to require identification by the

personnel deployed by the Supplier in the carrying out of the activities.

10.3 Landal is authorised to inspect and assess all equipment and materials to be used by the Supplier and its personnel in the provision of the Services without giving notice.

10.4 The Supplier must have a valid certificate of registration with the industrial insurance board with which it is registered, and must have a licence to establish a business insofar as this is required. At Landal's request, the Supplier is to show the aforementioned documents.

10.5 At Landal's request, the Supplier is obliged to provide Landal with an overview containing the surnames, first names, addresses, residences, birth dates, birthplaces, social security numbers and employment conditions of all personnel that the Supplier deploys from week to week. In addition, upon request, the Supplier will provide wage overviews or man-hour statements for inspection.

10.6 The Supplier must strictly meet all obligations towards the personnel deployed by it.

10.7 The Supplier will see to correct, timely and full submission of tax returns and payment of all taxes and national insurance contributions owed with regard to the Services provided, and indemnifies Landal against any claims in this regard. In this connection, the Supplier will only deposit the relevant portion of the payment of its subcontractors' invoices into the guarantee accounts of its subcontractors, or place the amount (on deposit) with the Tax and Customs Administration directly, and will see to it that the subcontractors pay their subcontractors in a similar manner.

10.8 At all times, Landal will be authorised to pay the wage tax and national insurance contributions owed in connection with the Services – for which it is jointly and severally liable pursuant to the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*) – to the Supplier by means of a deposit into the blocked account of the Supplier or by placing the amount (on deposit) with the Tax and Customs Administration directly, within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act. Within that framework, Landal will in any case be authorised to deposit 40% of the total invoice amount into a blocked account directly, or place the amount (on deposit) with the Tax and Customs Administration directly. In addition, Landal will be authorised to deposit the full amount in turnover tax owed into a blocked account directly or place the amount (on deposit) with the Tax and Customs Administration directly.

10.9 Within the framework of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, the Supplier will – at the request of Landal and at the end of every quarter – submit a declaration of a good payment record for wage tax and turnover tax, showing that the obligations referred to in this article are met.

10.10 In addition, the Supplier is obliged to be in possession of and, at Landal's request, show a valid proof of registration with the Tax and Customs Administration, as well as a recent extract from the Trade Register of the Chamber of Commerce and, in addition (if the Wages and Salaries Tax and National Insurance Contributions [Liability of Subcontractors] Act applies), the original guarantee account Agreement.

10.11 The Supplier undertakes to establish the identity of all its employees and third parties engaged by it and to make and keep on record copies of valid identity documents of these persons. At all times, before the activities are carried out, the Supplier will provide Landal with copies of valid identity documents of the persons who carry out the activities within the framework of this Agreement.

10.12 Insofar as the activities are carried out by independent workers, the Supplier will indemnify Landal against any tax and national insurance contribution claims. Within that framework, the Supplier will submit a valid proof of identity and a copy of an approved (model) agreement within the meaning of the *"Wet deregulerend Beoordeling*

*Arbeidsrelaties (wet DBA)"* with regard to every independent worker without staff. The activities described in the VAR must be the same as the activities to be carried out.

10.13 The Supplier is fully responsible and liable towards Landal for complying with the Foreign Nationals (Employment) Act and indemnifies Landal against penalties, loss and/or other sanctions pursuant to the Foreign Nationals (Employment) Act.

10.14 Without prejudice to its other (statutory) rights, Landal will be fully authorised to offset amounts it owes to the Supplier against not yet payable claims that Landal has against the Supplier in connection with national insurance contributions, wage tax and/or turnover tax that the Supplier and/or contractors that take its place or are deployed by it have not paid, for which Landal can be sued pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.

10.15 In the circumstances as referred to above, Landal will have discharged its duties towards the Supplier through payment or offset.

#### Article 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Without the express written permission of Landal, the Supplier is forbidden from using any drawings, models, names, brands, pictures, logos, images, music, inventions, prognoses, moulds, negatives and/or other (graphic) material or software or (other) literary, scientific or artistic works of Landal for (publicity) statements, such as commercials, advertisements, company brochures, reference lists, etc.

11.2 In the event that the carrying out of the Instruction implies that the Supplier makes or develops drawings, models, names, brands, pictures, logos, images, music, inventions, prognoses, moulds, negatives and/or other (graphic) material or software or (other) literary, scientific or artistic works, these will become the property of Landal following the carrying out of the Instruction. The same applies to industrial and intellectual property rights attached thereto, such as, without limitation, copyrights, design rights, trademark rights and patents.

11.3 The Supplier warrants that the Products/Services do not infringe the (intellectual property) rights of Landal or third parties, and indemnifies Landal and its clients with regard to any such infringement, which includes comparable claims with regard to knowhow and illegal competition etc.

11.4 In the event that legal action is taken in connection with the infringement of such rights, or if there is a risk of such legal action being taken, the Supplier will – without prejudice to Landal's rights, including its right to terminate the Agreement –, at its own expense:

- acquire the right for Landal to continue using (the relevant portion of) the Products after all; or
- replace and/or adapt (the relevant portion of) the Product, or take back (the relevant portion of) the Product against compensation of costs, losses and interest. Adaptation and/or replacement may not lead to Landal being limited in the application possibilities of the Products.

11.5 The Supplier undertakes, at its own expense, to provide Landal with all the purchase information, consumer information, maintenance information or other management information with regard to the relevant Agreement which is known to the Supplier in an editable digital file within 2 weeks of a request to that end from Landal.

11.6 The Supplier undertakes, at its own expense, to take all measures that may contribute to preventing stagnation at Landal and limiting the additional expenses to be incurred and/or loss to be suffered by Landal.

#### Article 12. PRICE AND PAYMENT

12.1 The prices stated in the Instruction or the Agreement are fixed for the duration of the Agreement (including any

renewals thereof), expressed in euros and are excluding turnover tax. The conversion rate for foreign currency will be the official exchange rate on the day of payment.

- 12.2 Landal will pay the agreed price within 60 days of receipt of the invoice, though no earlier than after correct and full performance of the Agreement.
- 12.3 Invoices must be drawn up in accordance with the orders, must state Landal's purchase order/reference number and must be accompanied by the signed packing notes. As long as these details are missing, Landal will be authorised to suspend the payment obligation.
- 12.4 Unless agreed otherwise, the Supplier will not be allowed to pass on an increase in energy raw material costs, material costs, salaries, insurance premiums and transport costs as applicable on the day on which the Instruction was given in the agreed price.
- 12.5 Price decreases that arise after the formation of the Agreement will take the place of the agreed price. Delivery at a lower price to a certain part of Landal's organisation will be considered to apply to the entire Landal organisation.
- 12.6 Landal is authorised to offset every claim of the Supplier against Landal against any claim that Landal should have against the Supplier (regardless of the basis, and whether or not it is payable on demand).
- 12.7 Landal is authorised to suspend payment if it establishes a shortcoming in the Products or provision of Services, or in the Agreement.
- 12.8 Payment or setoff by Landal will under no circumstances imply a waiver of Landal's right to performance, termination or compensation.
- 12.9 The Supplier indemnifies Landal against all expenses and losses that may arise for Landal from the fact:
- that the Supplier is not properly registered for turnover tax in a relevant EU member state; and/or
  - that the Supplier provides incorrect or premature details to Landal and/or the authorities in the field of turnover tax in a relevant EU member state.

#### Article 13. CONFIDENTIALITY

- 13.1 The Supplier, its employees and subcontractors are obliged to observe confidentiality towards third parties with regard to all that which they become aware of before, during or after the carrying out of the Instruction with regard to company matters of Landal in the widest sense. This will in any case include but is not limited to: company figures, turnover prognoses, advertising campaigns and details concerning intellectual property as referred to in Article 11 of these conditions, such as drawings, models, pictures, films, images, moulds, negatives and other graphic materials or software. The obligation of confidentiality will continue to apply after the carrying out of an Order and/or performance of an Agreement.
- 13.2 All written information that Landal has provided the Supplier with must be returned to Landal following the delivery or completion of the Instruction.

#### Article 14. FORCE MAJEURE

- 14.1 If, as a result of force majeure, the Supplier is permanently unable to meet its obligations, Landal will only be obliged to pay for the performance delivered.
- 14.2 Force majeure must only be understood to be external contingencies, such as natural disasters, mobilization and/or (civil) war. Failure on the part of sub-suppliers will

- not be considered to be force majeure.
- 14.3 Force majeure must in any case be understood to not include: lack of personnel, strikes, illness of personnel, delayed delivery or unsuitability of raw materials or failure on the part of the third parties engaged by the relevant party, and liquidity problems.

#### Article 15. SAFETY AND THE ENVIRONMENT

- 15.1 The Supplier, its employees and any engaged third parties are obliged to observe the statutory safety, health and environmental requirements and rules, as well as (inter)national and/or branch standards and regulations. However, the employees must also comply with the safety and hygiene rules issued by Landal.
- 15.2 The Supplier and its personnel must observe any additional operating instructions and regulations in the field of the rules referred to in paragraph 1.
- 15.3 The Supplier and its personnel must familiarise themselves with the applicable rules and regulations as referred to in paragraph 1. Landal will make a copy of the aforementioned rules and regulations issued by Landal available to the Supplier at its request.
- 15.4 Landal may require the Supplier to withdraw items that the Supplier has put on the market and that show faults or are threatening to show faults from the market within a reasonable term to be determined by Landal (hereinafter referred to as a Recall). All costs and losses involved in this will be at the expense of the Supplier, and Landal will be indemnified against claims in this regard. The Supplier will inform Landal immediately if there is a (possible) fault or a fault is suspected.

#### Article 16. DOCUMENTATION

- 16.1 The Supplier is obliged to make the (written and/or digital) documentation that serves to facilitate the proper use of the Products and/or Services available to Landal prior to or at the same time as the delivery. Documentation must be understood to include, among others, titles and guarantee certificates, any certificates (of origin), manuals, etc.
- 16.2 Landal is free in the use of the documentation as referred to in paragraph 1, which includes copying it for its own use.

#### Article 17. SPARE PARTS

- 17.1 The Supplier is obliged to keep a stock of (spare) parts, components, special tools and/or measuring equipment of equal quality for the relevant Products and/or Services for a term of at least 5 (five) years and, upon request, deliver these to Landal within a reasonable term, including the accompanying services, for a reasonable and competitive fee.

#### Article 18. CORPORATE SOCIAL RESPONSIBILITY

- 18.1 The concepts of rest, space and nature are the most important characteristics of (the parks of) Landal and are also the most important reason for guests to choose Landal. Landal feels very connected to the immediate surroundings and supports nature, the guest and society. (In doing so,) Landal goes by the following principles:
- a. being respectful in its dealings with clients, contractors, employees and communities;
  - b. recognising its responsibility with regard to the environment, also in view of future generations;
  - c. creating economic value in an honourable and sustainable manner;
- The Supplier supports these principles and will see to it that

- these are observed in its company.
- 18.2 The Supplier will manage its operations in such a manner that continuity is guaranteed. The Supplier will immediately inform Landal in writing if:
- a. bankruptcy is petitioned for or ordered, a liquidation procedure is instituted, or a moratorium or composition is applied for with regard to the Supplier or a company that is a member of the same group as the Supplier;
  - b. the Supplier or a company that is a member of the same group as the Supplier is convicted of an offence that causes the professional probity of the Supplier or a Company that is a member of the same group as the Supplier to suffer;
  - c. the Supplier or a company that is a member of the same group as the Supplier is convicted of participation in a criminal organization, bribery, fraud or money laundering;
  - d. the Supplier or a company that is a member of the same group as the Supplier is involved in proceedings as referred to under b. and c., or in an investigation prior to or within the framework of such proceedings.
- In addition, the Supplier undertakes to inform Landal in writing before entering into an Agreement if one or more of the aforementioned situations have already arisen at that time.
- 18.3 The Supplier will comply with applicable (supra)national laws and regulations in the field of competition. The Supplier will not give or accept bribes or other unlawful advantages in order to acquire or retain instructions, services, financial and/or other advantages.
- 18.4 The Supplier is to respect fundamental human rights and employment rights, as laid down in the Directives and Conventions of the International Labour Organisation (ILO) and the United Nations Universal Declaration of Human Rights.

#### Article 19. PERSONAL DETAILS

- 19.1 Pursuant to Section 14, subsection 1 of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*), Landal is authorised to check compliance with this section on a regular basis but at reasonable intervals.

#### Article 20. APPLICABLE LAW AND DISPUTES

- 20.1 Disputes between the Parties, including those that only one party considers to be a dispute, will as far as possible be settled out of court.
- 20.2 These General Terms and Conditions are subject to Dutch law. Applicability of the Uniform Sales Acts is expressly excluded. The scope of application of any international convention on the purchase of movable corporeal property, the scope of application of which can be excluded between the Parties, is hereby expressly excluded and is therefore not applicable. More particularly, the applicability of the Vienna Sales Convention of 1980 (CISG 1980) is expressly excluded.
- 20.3 The competent court of The Hague has exclusive jurisdiction to hear all disputes, whether or not relating to Instructions and Agreements that are subject to these conditions.
- 20.4 Obligations that are by their nature destined to continue even after termination of an Agreement will continue after termination of the Agreement, which includes – among others – obligations regarding confidentiality.