

I. GENERAL PART

1. General provisions and applicability

- 1.1 These General Terms and Conditions of Purchase govern all requests, offers, orders, agreements and the ensuing obligations by means of which Radio Holland Group B.V. and its affiliates, referred to below as „Radio Holland“, purchase goods, work and/or services from a third party, referred to below as the „Supplier“, or such a Supplier is granted another order, the foregoing in the broadest sense. Goods are defined as tangible objects and proprietary rights.
- 1.2 Affiliate means in relation to a Party, any subsidiary or holding company of any tier thereof and any subsidiary of any tier of any such holding company or any entity, which Controls, is Controlled by, or is under the common Control of any or all of the above entities. For the purposes of this definition the term “Control” (and correlative terms) shall mean the right to exercise or cause the exercise of the vote of fifty percent (50%) or more of all the voting shares, equity or other ownership interest with voting rights in an entity.
- 1.3 It is possible to deviate from these General Terms and Conditions of Purchase only if Radio Holland has explicitly accepted such divergent conditions in writing.
- 1.4 If a provision contained in these General Terms and Conditions of Purchase is null and void or is declared null and void in whole or in part, the other provisions will continue to apply in full. Radio Holland and the Supplier agree that they will replace the provision that is null and void or that has been declared null and void with a provision on which they would have agreed if they had known that the provision being replaced was null and void or voidable.
- 1.5 Any other terms and conditions are explicitly rejected.

2. Offers, orders and their conclusion, amendments and cancellation of agreements

- 2.1 Requests for offers are not binding on Radio Holland; they merely constitute an invitation to submit an offer. By submitting an offer the Supplier undertakes towards Radio Holland to perform as agreed for a fixed total price, a fixed rates or a variation thereof within the term stipulated for the delivery. The offer will remain valid for a period of at least 60 calendar days. Radio Holland will not reimburse any costs related to submitting an offer.
- 2.2 The Supplier must consult with Radio Holland before submitting the offer in the event that the request for an offer is incomplete or contains apparent errors, or if various parts of the request for offer are contradictory. The Supplier must inform Radio Holland if there are apparent errors in the offer, if the order is incomplete or if there are contradictions in the order before the Supplier commences the provision of services or the delivery of goods.
- 2.3 Radio Holland is not obliged to grant the order to the party that submits the lowest bid. Radio Holland also is not obliged to provide any information about why an order has or has not been granted. All the information that Radio Holland provides to the Supplier must be returned to Radio Holland free of charge, immediately upon request, if no agreement is concluded.
- 2.4 An agreement will be concluded only if Radio Holland accepts an offer by means of a written order.
- 2.5 If the Supplier has not yet started performing the agreement, Radio Holland will be entitled to dissolve the agreement (or to have it dissolved) at any time extra judicially, in which case Radio Holland will reimburse any costs that the Supplier can prove in writing and that the Supplier has unavoidably incurred, insofar as such costs are reasonable. Any further compensation is excluded. If the Supplier commences the work without a written order from Radio Holland it will do so at its own risk and expense.

3. Performance

- 3.1 The Supplier's performance must be in compliance with the following conditions, in addition to the requirements pursuant to law :
- the description and/or the specification provided by Radio Holland;
 - the reasonable expectations that Radio Holland is entitled to have in respect of matters such as the characteristics, the quality and/or the reliability on the ground of, e.g., these Terms and Conditions and the description contained in the offer;
 - reasonable requirements (including statutory requirements) with a view to safety, health, well-being and the environment;
 - the requirements related to craftsmanship that apply in the relevant branch of industry;
 - the timetable provided by Radio Holland or explicitly or tacitly approved by Radio Holland and/or the performance schedule;
 - the requirement that the raw materials and other materials to be used be in accordance with the agreed quality and that equipment and materials used in the performance are in compliance with the most stringent requirements;
 - the requirement that the performance include all applications for permits that are required to perform the agreement; and
 - the requirement that the draughtsmanship and other preparatory work to be performed in connection with the performance of the agreement and/or other development work is included.
- 3.2 The Supplier may not make any direct or indirect offers or provide any quotations to Radio Holland's principal. This provision also applies in respect of expansion of or changes to the work assigned to Radio Holland.
- 3.3 Delivery will be made in accordance with the agreed INCO terms. If the INCO terms have not been explicitly agreed, the delivery will take place DDP at the location designated by Radio Holland. The Supplier will be obliged to inform Radio Holland in a timely manner, adequately and in writing if the delivery period will be exceeded. Radio Holland's prior written permission is required for delivery in consignments. If Radio Holland so wishes the Supplier will be obliged to provide a written manufacturing or performance schedule and/or to cooperate in the monitoring of the progress. The delivery will be deemed to have been completed only if the order has been delivered in its entirety at the location designated by Radio Holland, in accordance with the requirements laid down in the agreement.
- ### 4. Terms
- 4.1 The agreed terms with respect to all or part of the Supplier's performance are binding; therefore, Supplier exceeding those terms implies being in default without any notice being required.
- 4.2 For each calendar day in which the above-mentioned terms are exceeded the Supplier will owe Radio Holland a penalty, which will be due on call, equal to 0.5% of the total agreed amount of the order, with a maximum of 10% of the total amount of the order agreed with the Supplier. In addition, Radio Holland will be entitled to claim compensation of any and all damage that it has sustained or that it will sustain in the future.

5. Changes, additional work and cancelled work

- 5.1 At any time Radio Holland may ask to change the scope, the capacity of the work to be performed, the services to be provided and/or the goods to be delivered. The Supplier will be obliged to notify Radio Holland in a timely manner of any necessary changes or improvements. The Supplier also undertakes to make any changes that Radio Holland wishes to have made to, e.g., drawings, models, instructions, specifications and work, without any delay, even if no agreement has been reached with respect to the costs.
- 5.2 If the Supplier is of the opinion that the changes referred to in subsection 1 will affect the agreed fixed price, work and/or terms, before making the change the Supplier will inform Radio Holland in writing as quickly as possible after notification. A maximum term of eight calendar days applies in this respect. If Radio Holland considers the consequences for the price, the work and/or the terms to be unreasonable, Radio Holland will be entitled to dissolve the agreement extra judicially. Such dissolution will be accomplished by means of written notification to the Supplier, unless that would be unreasonable in view of the circumstances. Dissolution on the ground of this subsection will not lead to the parties being entitled to compensation of any damage.
- 5.3 A change to the nature and scope of the performance that would affect the agreed price and terms in connection with the performance will not affect the other provisions contained in the agreement.

6. Price

- 6.1 The agreed price is fixed and binding. Therefore, under no circumstances may the price be increased as a result of changes in exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, raw materials or semi-finished products, salaries or other goods or services that the Supplier owes to third parties.
- 6.2 Unless the parties agree otherwise, the prices include:
- import duties, excise duties, levies and taxes (with the exception of turnover tax);
 - administrative charges and any and all other levies or costs that are incurred in connection with applying for permits;
 - fees for the use of intellectual property rights and industrial property rights;
 - any and all costs that are related to or ensue from supplying the agreed goods or services;
 - the costs related to packaging, transport, storage, insurance, premiums, installation and start up on location. This provision also applies in respect of goods that Radio Holland makes available;
 - any other costs to be paid by the Supplier in accordance with the agreement or these General Terms and Conditions of Purchase; and
 - everything needed to properly perform the agreement, taking into consideration the applicable standards, regulations and good professional standards, even if such matters are not explicitly referred to in the agreement.

7. Invoicing and payment

- 7.1 Unless the parties have agreed otherwise invoices must be submitted to Radio Holland in duplicate. Invoices must be accompanied by signed confirmation receipts or receipts for payment.
- 7.2 Unless the parties have agreed otherwise in writing the Supplier will not invoice the amounts owed by Radio Holland before the date on which the goods are delivered or the date on which Radio Holland has accepted the goods or services. If the agreement has been performed completely and correctly, Radio Holland will pay the amount invoiced within sixty days after accepting the invoice and approving that invoice. Payment does not imply acceptance and will not discharge the Supplier in respect of any obligation towards Radio Holland.
- 7.3 If the information that the Supplier is obliged to provide to Radio Holland (including any information that the Supplier is obliged to provide on a periodic basis) for the performance of the agreement and/or the agreed security are not received or are not received in the correct form, Radio Holland will be entitled to suspend payment of invoices. This provision also applies if the documents referred to in subsection 1 are missing or are not signed.
- 7.4 Radio Holland may set off any due amounts with amounts that Radio Holland can claim from the Supplier. This provision also applies with respect to amounts that the Supplier owes to a legal entity or company that is affiliated with Radio Holland.
- 7.5 Radio Holland will not accept invoices that it receives more than six months after the delivery of the goods or the date on which Radio Holland has accepted the goods or services. The Supplier's right to payment of such invoices will lapse as a result of that term expiring.
- 7.6 Before making payment Radio Holland may demand a bank guarantee that it considers acceptable in addition to or instead of transfer of ownership. That will be for the Supplier's account.
- 7.7 The Supplier must include at least the following information, clearly and conveniently arranged, on the dated and numbered invoices. Radio Holland will be entitled to suspend any and all payment obligations if the following information is missing:
- Radio Holland's contract number (purchase number) and the Supplier's contract number that relates to the work;
 - the Supplier's name and address;
 - the work and location(s) where the work was performed, to which the invoice relates;
 - the period of time and the work performed, to which the invoice relates;
 - the instalment number;
 - the name and the registration number of the benefits agency with which the Supplier is affiliated;
 - the Supplier's wage tax withholding number;
 - a notification of the “VAT liability transfer scheme” if applicable in respect of the agreement. This provision also applies in respect of the amount of the turnover tax;
 - the Supplier's bank account number;
 - the labour costs, if applicable; and
 - the timesheets signed by Radio Holland.
- 7.8 If Radio Holland owes the Supplier any interest, the interest that Radio Holland owes will be simple and equal to the Euro Interbank Offered Rate (Euribor) plus a surcharge of 50 basis points. For the rate, the one-month percentage on the date on which the invoice is due is applicable. Compound interest will not be owed or paid.
- 7.9 Radio Holland's exceeding a payment term or failure to pay an invoice will not entitle the Supplier to terminate or suspend its performance.

8. Obligation to provide information, inspection, approval and permission

- 8.1 The Supplier must notify Radio Holland immediately in writing of any circumstance that could affect or impede compliance with the agreement. As a result of that information Radio Holland will be entitled to take necessary and reasonable measures, if necessary at the Supplier's expense, and/or to demand that the agreement be amended. Radio Holland may also dissolve the agreement extra judicially on that ground. This provision also applies if Radio Holland has other reasonable grounds on which to suspect that such a circumstance applies.
- 8.2 Radio Holland is entitled - but not obliged - to inspect the manner in which the agreement is performed. Radio Holland may take any and all possible measures that it considers reasonable for that purpose. In that context, Radio Holland may require written monthly progress reports, may inspect the locations where the work is performed in whole or in part (possibly accompanied by experts) and/or may audit the Supplier's accounts or have them audited by an accountant.
- 8.3 Acceptance or approval granted by Radio Holland within the meaning of these Terms and Conditions will not discharge the Supplier from its obligations under the agreement.

9. Breach

- 9.1 Any breach in respect of the Supplier's compliance with its obligations will entitle Radio Holland to dissolve the agreement unilaterally in whole or in part, without any notice of default or judicial intervention being required, by means of a written notification to the Supplier, and/or to suspend its payment obligations, and/or to transfer the performance of the agreement to third parties in whole or in part, without Radio Holland owing any compensation and without prejudice to any other rights that Radio Holland may have, including Radio Holland's right to full compensation.

10. Guarantee

- 10.1 The Supplier must immediately remedy any defects in the goods delivered, in the work performed or in the services provided that arise before the guarantee period has lapsed. Unless the Supplier demonstrates that the defects were caused by improper use, the goods in which the defect becomes apparent must be replaced or repaired, at Radio Holland's discretion. If the defect becomes apparent in work, the work must be performed again in full at the Supplier's expense. If the goods delivered or the results of the work performed are lost in whole or in part during the statutory limitation period or if they are not suitable for their intended purpose, that will be deemed to be the result of a defect unless evidence to the contrary is provided.
- 10.2 If defects are discovered, the goods, parts of goods or results of work performed and/or services provided in respect of which the defect has become apparent will remain at Radio Holland's disposal until the cause of the defect has been determined. They will be preserved and stored in the manner and at the location to be designated by Radio Holland. If they are lost before the cause of the defect can be determined, that will be at the Supplier's risk and expense.
- 10.3 If the Supplier is in default, in urgent cases or if the Supplier is unavailable, Radio Holland will be entitled to carry out the replacement or repair (or to have it carried out) at the Supplier's expense, without any demand being required. It will be solely up to Radio Holland to determine whether a case is urgent or the Supplier is unavailable.
- 10.4 As soon as the replacement or repair is completed and accepted by Radio Holland a new guarantee period will commence in respect of that replacement or repair.
- 10.5 The guarantee period will commence at the time at which Radio Holland accepts the goods delivered, the work performed and/or the services provided. If goods are intended to be included in facilities or systems by Radio Holland, the guarantee period will commence at the time at which Radio Holland delivers those facilities or systems of which they form part.
- 10.6 Unless the parties have explicitly agreed on a different guarantee period, the guarantee period will apply for two years, or a longer period if the Supplier can stipulate such a longer period on the ground of agreements with its sub-suppliers. Radio Holland's entitlement to bring claims on the ground of hidden defects will continue to apply after the guarantee period has lapsed.

11. Suspension

- 11.1 Radio Holland may suspend the performance of the agreement in whole or in part at any time and oblige the Supplier to interrupt the performance of the agreement for the duration of a term to be set by Radio Holland. If it is expedient to do so, Radio Holland will compensate the damage, consisting of the actual, direct costs that the Supplier demonstrably incurs, in so far as such costs are reasonable. This provision will not apply if the suspension or interruption can be attributed to the Supplier. No other compensation will be owed or paid.
- 11.2 The Supplier will be obliged to limit the damage resulting from such suspension or interruption to every extent possible by taking suitable measures.
- 11.3 Measures that the Supplier must take as a result of a suspension or interruption will be settled as additional work or cancelled work. This provision does not apply if the suspension or interruption was caused by any breach on the part of the Supplier.

12. Termination of the agreement

- 12.1 Without prejudice to any other provisions governing termination (premature or otherwise), Radio Holland may dissolve the agreement extra judicially, effective immediately, without any further notice of default being required, in the following cases:
 - a. if the Supplier or a party that has acted as guarantor or has furnished security for the Supplier's obligations applies for a provisional suspension of payments. This provision also applies if the Supplier is declared bankrupt, is voluntarily or involuntarily wound up, ceases its commercial activities, passes a resolution to discontinue business activities in connection with liquidation, files for bankruptcy or applies for a suspension of payments;
 - b. if there are any changes in respect of the Supplier's shareholders, insofar as Radio Holland is of the opinion that the changes in question entail a considerable increase in the risks; or
 - c. if an attachment is levied against the Supplier or if there is a threat that the Supplier's assets will be attached or that other legal measures will be taken in respect of those assets.
- 12.2 In addition to the cases specifically provided for in the agreement, Radio Holland may extra judicially dissolve the agreement prematurely in exchange for paying for all the goods that the Supplier has already delivered and all the services that the Supplier has already provided and that Radio Holland has accepted, plus reasonable compensation. That compensation will be equal to a maximum of 10% of the remaining agreed price to cover damage that the Supplier

sustains and costs that the Supplier incurs as a result of the agreement not being completed. This applies at all times up to a maximum of the value of the order/contract price plus any additional work or minus any cancelled work. Radio Holland shall explain the reasons for any such extra judicial dissolution.

13. Intellectual property rights, industrial property rights, rights to drawings, etc.

- 13.1 The Supplier guarantees that the provision and normal use of the goods delivered and services provided, in the broadest sense, will not infringe any patent, copyright, trademark right or other absolute right of any third party. The Supplier indemnifies Radio Holland and will fully compensate it in respect of any such claims and the costs related to defending against them.
- 13.2 All drawings, specifications, required materials, calculations and other documents or other data carriers or software (including copies) made or used by Radio Holland or the Supplier are or will become the property of Radio Holland at the time at which they are made. They will be individualized immediately for that purpose and provided with clear distinguishing marks and/or they will be provided to Radio Holland free of charge immediately upon request. The Supplier guarantees that goods will not infringe any intellectual property rights of third parties. The Supplier indemnifies Radio Holland against any and all claims brought by third parties based on an actual or alleged infringement of such rights, and it will compensate Radio Holland for any and all damage suffered as a result.
- 13.3 If the transfer referred to in subsection 2 is not (or is not yet) possible in accordance with the law, the Supplier will grant Radio Holland a worldwide, exclusive and irrevocable licence and a right to sublicense with respect to any intellectual property rights related to the goods manufactured by the Supplier. The fee for that licence is included in the contract price. If it so wishes Radio Holland will be entitled to enter the licence (or to have it entered) in the appropriate registers, in which context the Supplier will cooperate insofar as necessary. If it appears that an instrument is necessary or desirable for the transfer of the intellectual property rights referred to in subsection 2 or the grant of a licence referred to in this subsection, the Supplier will cooperate without reservation in having such an instrument executed.
- 13.4 The Supplier will notify Radio Holland immediately if third parties are infringing (or if there is a threat that third parties will infringe) Radio Holland's intellectual property rights.
- 13.5 The Supplier must return to Radio Holland all the goods and documents referred to in subsection 2 immediately at Radio Holland's request, free of any charge and sorted by order, within two weeks of its receiving such a request.

14. Confidentiality

- 14.1 The Supplier will keep secret, treat in confidence and refrain from disclosing the existence and the content of the request for an offer, the offer and/or the agreement and will use them solely in order to carry out Radio Holland's order(s). This provision also applies in respect of all know-how, data, information, drawings, etc. that are provided to the Supplier in any form whatsoever or that are made by the Supplier in the context of performing the agreement. The Supplier will oblige, in writing, any third parties that it engages in connection with performing the agreement to observe the same duty of confidentiality and will have such parties sign the confidentiality statement submitted by Radio Holland. All the information referred to in this Article must be returned to Radio Holland immediately upon request, in full and free of charge.
- 14.2 Without Radio Holland's prior written permission the Supplier is not permitted to publicize the performance of the agreement in any way. This provision also applies in respect of know-how, data, information, drawings, etc., in any form whatsoever. None of the foregoing may be used for any other purposes or copied, except in connection with carrying out Radio Holland's order(s) or in order to maintain direct or indirect contact with Radio Holland's principal(s).

15. Waiver of rights

- 15.1 Any delay or failure to claim strict compliance with any contractual or non-contractual obligations or exercise any right will not affect Radio Holland's ability to exercise its rights unless Radio Holland has explicitly waived its rights in writing.

16. Transfer; third parties

- 16.1 The Supplier may not transfer or pledge the agreement or the rights and obligations under the agreement to third parties or allow third parties to carry them out without receiving explicit, written permission to do so from Radio Holland in advance. Radio Holland will be entitled to attach conditions to its granting such permission.
- 16.2 In urgent cases Radio Holland may demand the Supplier to subcontract the performance of the agreement in whole or in part to third parties at its own risk and expense. This provision also applies if, after consulting with the Supplier, it must reasonably be assumed that the Supplier will not be able to properly comply with its obligations under the agreement (or will not be able to do so in a timely manner).
- 16.3 The Supplier will represent sub suppliers and/or third parties that have been engaged as though its own acts or omissions were involved. The Supplier warrants that the sub suppliers and third parties will comply with these General Terms and Conditions of Purchase and any and all other instructions and provisions governing the goods or services that Radio Holland has declared applicable. The Supplier warrants that Radio Holland will be able to exercise its powers in accordance with such instructions and provisions, also in respect of those sub suppliers and third parties.

17. Liability

- 17.1 Save as provided for in these General Terms and Conditions of Purchase, Radio Holland will not be obliged to compensate any damage, of any kind whatsoever, either direct or indirect, including loss of profits or damage to moveable or immovable property or to persons, in respect of either the Supplier or third parties. Under no circumstances shall Radio Holland be liable for damage (including consequential damage).
- 17.2 The Supplier shall be liable and shall indemnify Radio Holland against any claim for damage that is the direct or indirect result of its failure to comply with the agreement or its failure to do so properly and in a timely manner or its violating any other contractual or non-contractual obligation towards Radio Holland or third parties.
- 17.3 For the purposes of this Article third parties are taken to include Radio Holland's personnel, third parties that Radio Holland has directly or indirectly engaged or personnel of such third parties.

18. Insurance

- 18.1 The Supplier is obliged to take out and maintain adequate insurance at its own expense in respect of its liability towards Radio Holland and third parties in the broadest sense. This

includes professional liability, product liability and third-party liability and strict statutory liability. At Radio Holland's request the Supplier must provide the relevant policy for inspection. Radio Holland does not have any obligation to investigate in this respect.

18.2 Radio Holland shall be entitled to demand that the insurance policy or policies list Radio Holland as co-insured, principal and as beneficiary and that the insurers simultaneously waive their right of recourse, and that the insurers have the right to directly indemnify Radio Holland and/or third parties that it designates. At Radio Holland's request the Supplier will be obliged to submit the insurance policy or policies and the evidence that the insurance premiums have been paid.

19. Compliance

19.1 Supplier shall comply with and shall ensure that all its affiliates, directors, officers and subcontractors comply with all national or international laws, rules, regulations, orders, conventions, directives or ordinances in force from time to time which are applicable to the delivery and/or performance of goods and/or services and/or relate to the provision, licensing, approval or certification of the goods, including but not limited to those relating to anti-corruption, competition law, foreign trade controls (export controls and sanctions laws of the UN, the EU and the US or other relevant regulator), occupational health and safety, environmental matters, wages, working hours and conditions of employment, International Bill of Human Rights, subcontractor selection, discrimination, data protection and privacy.

19.2 Supplier shall comply with and ensure that all its affiliates, directors, officers and subcontractors comply with all applicable foreign trade control and export control laws, regulations, resolutions, directives and sanctions, including those imposed by the United States ("US"), the European Union ("EU") or any of its member states, including their allies and partners such as Japan and Norway or by the United Nations ("UN") (collectively, "Foreign Trade Controls"). Supplier may not: (i) deal with or cause Radio Holland to deal with any party that is subject to applicable Foreign Trade Controls, or that is listed on any blacklist administered by the EU or any of its member states, the US, including their allies and partners such as Japan and Norway, or the UN, except with Radio Holland's prior written consent; or (ii) undertake any action, which although not in violation of any applicable Foreign Trade Controls, could significantly damage Radio Holland's commercial or other reputation interests, including without limitation its commercial interests involving any government or major commercial business partner.

19.3 Supplier shall comply with all applicable anti-bribery and anti-corruption laws including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Supplier will never give or receive anything of value for the purpose of encouraging improper performance or gaining any improper advantage or shall, directly or indirectly, offer, promise, give, attempt to give, approve or authorize the giving of, request or accept anything of value to/from anyone, including a public official, for any improper purpose or to influence any public official in the exercise of his or her functions; attempt to induce a business contact or a public official to do something improper; make facilitation or "grease" payments; make improper payments through third parties; or do anything to induce or assist someone else to break these rules.

19.4 Supplier shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data. Supplier shall process personal data relating to Radio Holland only on behalf of Radio Holland, in so far as required for the performance of its obligations under the agreement. Supplier shall implement appropriate technical and organizational measures to protect personal data relating to Radio Holland against unauthorized or unlawful processing. If deemed necessary, a Data Processing agreement shall be attached as attachment to the agreement (signed by Radio Holland and Supplier).

19.5 Supplier has established processes and maintains policies and procedures to prevent violation of this Clause 19.

19.6 Supplier shall maintain adequate records in order to verify its compliance with this Clause 19, and it shall permit Radio Holland or a certified public accountant designated by Radio Holland to audit such records including all applicable bank accounts and applicable bank transactions at Radio Holland's reasonable discretion if Radio Holland has a bona fide belief that Supplier or any of its affiliates, directors, officers or subcontractors is in breach of these provisions or in case of any investigation by or allegation from any applicable public authority regarding potential violations of relevant laws involving these matters. The Parties shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation.

19.7 All costs incurred in complying with this Clause 19 shall be for the sole account of Supplier and Supplier shall indemnify and hold Radio Holland and its affiliates harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations in this Clause 19.

19.8 If Supplier breaches any of its obligations or representations in this Clause 19, Radio Holland may terminate the agreement with immediate effect without incurring any liability.

20. Business Partner Code of Conduct

20.1 Supplier acknowledges and agrees to comply with Radio Holland's Business Partner Code of Conduct ("Code") which outlines the ethical and legal standards expected of business partners engaged in activities related to an Agreement. [Download: Business Partner Code of Conduct](#) Supplier acknowledges that the Code is an integral part of every agreement with Radio Holland and is hereby incorporated by reference. Supplier shall promptly report any violations or suspected violations of the Code to Radio Holland. Supplier shall cooperate fully with any investigations or audits conducted by Radio Holland to ensure compliance with the Code.

20.2 Failure to comply with the provisions of the Code may result in termination of the agreement with immediate effect without incurring any liability.

20.3 Supplier shall be liable for any damages or losses incurred by Radio Holland as a result of non-compliance with the Code.

20.4 Radio Holland reserves the right to amend or update the Code as necessary to reflect changes in legal requirements, industry standards, or business practices.

21. Applicable law; competent court

21.1 These General Terms and Conditions of Purchase and the agreement(s) concluded with the Supplier are governed by Dutch law. The Vienna Sales Convention of 1980 (CISG) does not apply.

21.2 Any and all disputes (including disputes that are deemed as such by only one of the parties) that arise between the parties further to this agreement or agreements that ensue from it shall be resolved by the competent court of Rotterdam, the Netherlands, or by arbitration in accordance with the Rules and Regulations of the Court of Arbitration for the Dutch Metal Trade and Industry (Stichting Raad van Arbitrage voor de Metaalnijverheid- en Handel) in The Hague, the Netherlands, at Radio Holland's option. If there is a dispute that cannot be resolved in consultation, Radio Holland shall indicate its preference within four weeks after the Supplier has requested it to do so.

II. SPECIAL PROVISIONS WITH RESPECT TO THE DELIVERY OF GOODS

In addition to the General Part (I), this part (II) also applies in respect of the delivery of goods.

22. Quality and description of the goods to be delivered 20.1 The goods to be delivered:

- must be in accordance with the provisions contained in the agreement in respect of the quantity, description and quality;
- must be in accordance and compliance in every way with the specifications that have been declared applicable;
- must be accompanied by the necessary instructions to Radio Holland or its personnel so that they can independently use the goods that have been supplied;
- must be made from sound, new materials and properly constructed;
- must be suitable for the purpose for which they are intended;
- must be made from parts and raw materials whose origin can be traced;
- may not contain any asbestos or carcinogenic substances or otherwise constitute danger to health;
- must be accompanied by the required documents, such as packing lists, (guarantee or quality-) certificates, attestations, drawings, instruction manuals, reserve parts lists and maintenance instructions;
- must comply in every way with all the applicable statutory requirements, regulations and European directives (such as CE and EMC marks) in respect of the design, composition and quality;
- must be provided with a type, serial and hardware number and an indication of the country of origin by means of an adequate mark from the manufacturer or importer. If that is not possible, the delivery's packaging must be provided with such marks; and
- must be accompanied by invoices in duplicate addressed to Radio Holland, which must indicate the date, invoice number, order number, name of the manufacturer and importer, and the type, serial and hardware number.

23. Inspection and testing

23.1 Radio Holland and its principal will be entitled to inspect and monitor the manufacturing or the assembly of the agreed delivery (or to have it inspected and monitored) at any location. Radio Holland will also be entitled to inspect and test semi-finished products or finished products (or have them inspected and tested) before the time of delivery. Inspection or testing does not mean that the Supplier is no longer obliged to give any guarantee or that the Supplier is no longer liable. The other obligations that ensue from the agreement will also continue to apply.

23.2 The costs related to the inspection and testing will be paid by the Supplier.

23.3 Radio Holland will notify the Supplier immediately if the goods that have been delivered are rejected. The Supplier will then immediately repair or replace the goods that have been delivered, at Radio Holland's option.

24. Packaging; transport; storage; installation

24.1 The Supplier is responsible for adequately packing the goods to be delivered in a manner that is as safe as possible for the environment.

24.2 The Supplier is responsible for removing or processing packaging, rubbish, waste and superfluous materials at its own expense insofar as they came from or are related to delivery of goods or provision of services governed by the agreement. In that context the Supplier must comply with the laws and regulations that apply at the time of the removal and/or processing.

24.3 The costs of packaging, transporting, storing, insuring and installing goods, including any goods that Radio Holland makes available, will be paid by the Supplier. The Supplier will reimburse Radio Holland directly insofar as Radio Holland has incurred such costs.

24.4 If the goods are ready for delivery but Radio Holland is reasonably unable to receive them at the agreed time, the Supplier will retain the delivery separately and clearly marked for Radio Holland. The Supplier must secure the delivery and take any and all measures necessary to prevent any loss of quality until the goods have been delivered. Radio Holland will reimburse any costs that the Supplier has reasonably and demonstrably incurred in this respect.

25. Transfer of ownership and risk

25.1 The risk of the goods to be delivered will not pass from the Supplier to Radio Holland until the time of delivery. The ownership of the goods to be manufactured or delivered will pass to Radio Holland at the time of the (actual) delivery. If Radio Holland pays deposits, the ownership of the goods will pass at the time at which they are manufactured. The Supplier will individualize the goods as Radio Holland's goods, using unique identifying marks. The Supplier guarantees that the full and unencumbered ownership will be transferred.

25.2 Goods that Radio Holland provides to the Supplier for repair, handling or processing will be at the Supplier's risk during the period in which they are being repaired, handled or processed. The Supplier waives its right of retention in respect of such goods, in favour of Radio Holland.

26. Liability of and indemnification by the Supplier

26.1 The Supplier is liable for reimbursing any and all costs and damage – including bodily injury and financial loss – caused by a defect in the goods that have been delivered and/or the equipment or materials used in performing the work. This provision also applies if the damage or costs were caused by any negligent act on the part of the Supplier, its subordinates or third parties that have been engaged in connection with the performance of the agreement.

26.2 The Supplier must fully indemnify Radio Holland and/or its principal in respect of the liability referred to in subsection 1.

III. PROVISIONS GOVERNING THE PROVISION OF SERVICES, EXECUTION OF ORDERS AND ACCEPTANCE OF WORK

In addition to the General Part (I), this part (III) also applies in respect of the provision of services, execution of orders and acceptance of work.

27. Provision of information

- 27.1 When submitting the offer and/or immediately after receiving the agreement the Supplier will submit the following documents to Radio Holland, if and insofar as it is obliged to do so or insofar as applicable:
- an up-to-date excerpt from the Register of the Chamber of Commerce that is not older than six months;
 - a photocopy of the guarantee account agreement (G-rekening overeenkomst);
 - a photocopy of a valid proof of registration with an industrial insurance board;
 - a recent registration in the Special Register of the Dutch Subcontractors? Registration Association (Vereniging Registratie Ondaanemers), if available;
 - a recent registration in the register of the Dutch Financial Supervision Foundation (Stichting Financieel Toezicht);
 - a payment history report in respect of statutory payroll tax and social security contributions (employees? insurance contributions, national insurance contributions, income-related health care contributions and wages and salaries tax) from the Dutch Tax Authorities that is not older than three months;
 - a photocopy of the applicable Safety, Health and Environment Checklist Contractors (SCC) certificate (VCA-certificaat); and
 - a Declaration of Independent Contractor Status (VAR-verklaring).
- 27.2 The statements referred to in subsections e, f and h above must be submitted to Radio Holland as soon as possible after the end of each quarter, without any request being required.
- 27.3 Radio Holland must be notified immediately in writing of any changes in the information referred to in Article 25(1)(a) to (h).

28. Performance schedule

- 28.1 The Supplier must provide a performance schedule at Radio Holland's request. The performance schedule must include the times at which the successive parts of the work will be started and completed together with the staffing levels. If the parties have agreed that Radio Holland will make available equipment, the performance schedule must also indicate the times at which such equipment will be deployed. The performance schedule will form part of the agreement after it has been approved by Radio Holland.
- 28.2 During the performance of the work Radio Holland will be entitled to make changes to the performance schedule. Radio Holland and the Supplier will handle the consequences of such changes in accordance with the principle of reasonableness. The agreement will be amended if necessary.
- 28.3 In accordance with Radio Holland's wishes, the Supplier must periodically report the progress of the work and any and all related aspects to Radio Holland.

29. Supplier's personnel

- 29.1 The Supplier is obliged to notify Radio Holland of the following required information regarding its employees: full name, address, date of birth, place of birth, nationality, tax registration number, and the number and type of identity. A copy of the proof of identity and, if applicable, the residence permit and work permit must also be provided.
- 29.2 The Supplier is responsible for the day-to-day management and supervision of the work being performed. The number of authorized and skilled supervisors that the Supplier makes available in this context must be in accordance with the scope and nature of the work and the requirements stipulated by Radio Holland. Supervisors must speak Dutch, unless the parties agree otherwise.
- 29.3 The Supplier warrants that the services to be provided by the employees will be performed skillfully, professionally and without interruption. The employees must have the agreed qualities in terms of education, skill and experience at all times.
- 29.4 The Supplier must provide the employees with tools and personal protective equipment.
- 29.5 The Supplier may temporarily or permanently replace employees only on an occasional basis and only after receiving permission to do so from Radio Holland. Radio Holland will not refuse to grant such permission on unreasonable grounds. Radio Holland may attach conditions to its permission. Subsection 1 applies in the event that employees are replaced.
- 29.6 Radio Holland and the Supplier may agree on a probationary period in respect of the employees. If during the probationary period it appears that the employees are not performing the work to Radio Holland's satisfaction, the Supplier will be obliged to replace those employees. Radio Holland may not be charged any extra costs in this respect.
- 29.7 If employees do not have the necessary qualifications or skill, the Supplier must replace those employees immediately at Radio Holland's request with other employees who do meet the stipulated requirements. This provision also applies in respect of employees who do not comply with the applicable instructions or who are otherwise guilty of misconduct. No costs may be charged at Radio Holland for the replacement of employees.
- 29.8 The work must be performed in accordance with the applicable working hours and rules of conduct that apply at Radio Holland at that time. The Supplier must instruct the employees to comply with this requirement.
- 29.9 Extra costs that arise because work must be performed outside the customary working hours in order to deliver on the date indicated in the agreement will be paid by the Supplier. In the event of a situation involving force majeure, the extra costs related to any measures will be paid by Radio Holland. Measures must be agreed in advance.
- 29.10 Radio Holland is authorized to regularly count the employees at the workplace. The Supplier must cooperate in this respect. The Supplier must also cooperate in respect of any other reasonable administrative measures that Radio Holland takes in order to monitor the staffing levels at the workplace or for the work performed. The Supplier may be asked to provide a daily overview of the staff schedule at the workplace, categorized by all the work that the Supplier is performing. Radio Holland may also ask the Supplier to provide signed timesheets for each employee.

30. Safety, health, well-being and the environment

- 30.1 The Supplier is responsible for the well-being, safety and health and good environmental conditions at the workplace. The Supplier must comply with all applicable statutory provisions and standards and all local safety and environmental regulations.
- 30.2 The materials and equipment that the Supplier uses (such as hoisting and lifting equipment, ladders and scaffolding) must at least be in compliance with the applicable statutory requirements and must be in a perfect state of maintenance. That may also be assessed by Radio Holland and is subject to the rules applied by Radio Holland and/or its principal

- 30.3 Employees who, in Radio Holland's opinion, act unsafely at the workplace must be removed from the workplace immediately upon request. The Supplier must ensure that such employees are replaced immediately, without charging Radio Holland any costs for such replacement.
- 30.4 If Radio Holland discovers an unsafe situation that has been caused by the Supplier, Radio Holland will be entitled to stop the work. Radio Holland will not be obliged to pay any compensation in that regard, and under no circumstances will such stoppages be deemed to involve force majeure.

31. Interventions in the work

- 31.1 Radio Holland will notify the Supplier in writing if, in Radio Holland's opinion, the work is progressing in such a way that the stipulated duration for the completion of all or part of the work will be exceeded. This provision also applies if, in Radio Holland's opinion, the work is not being or has not been performed in accordance with the provisions contained in the agreement and/or in accordance with good professional standards.
- 31.2 Within two weeks after it has received a notification as referred to in subsection 1 of this Article, the Supplier must take such measures that, in Radio Holland's opinion, the backlog will be cleared or the above-mentioned provisions and requirements will be complied with in the short term. If it fails to do so Radio Holland will be entitled to take any measures that it considers necessary, without any judicial intervention being required. In this context Radio Holland will be entitled to take over the work from the Supplier or to have third parties do so on its behalf, in which case Radio Holland will fully cooperate with Radio Holland and such third parties.
- 31.3 Any and all external and internal costs that Radio Holland is forced to incur in connection with the provisions contained in subsection 2 will be paid by the Supplier. The Supplier will immediately reimburse Radio Holland for such costs, including the costs related to supervision and overhead costs.
- 31.4 Radio Holland will be entitled to intervene in the work immediately, also in circumstances other than those referred to in subsection 1, if that is necessary in view of the operating conditions, safety and/or statutory regulations. That will not relieve the Supplier from its liability. Radio Holland will always notify the Supplier as quickly as possible regarding any such intervention.

32. Completion; acceptance; putting into use; risk

- 32.1 Unless the agreement provides otherwise it will be assumed that the completion or acceptance has taken place if Radio Holland has accepted the work that has been performed in writing.
- 32.2 Radio Holland will be entitled to put the work, or parts of it, into use before it has been completed. The work, or the part, will not be deemed to have been completed or accepted as a result of its being put into use. If putting the work into use would require more of the Supplier than reasonably can be demanded, the parties will make arrangements in respect of the consequences in accordance with the principle of reasonableness. The Supplier will continue to bear the risk related to the work until it is completed, and the Supplier will be obliged to replace or repair the work if it is lost or damaged.
- 32.3 The risk of the goods to be delivered will not pass from the Supplier to Radio Holland until the work of which the delivery forms part has been completed. Then ownership of the goods will pass to Radio Holland at the time of the actual delivery. If Radio Holland has paid down payments, the ownership of the goods will pass to Radio Holland at the time at which they are manufactured, in which case the Supplier will immediately individualize the goods as belonging to Radio Holland. The Supplier guarantees that the full and unencumbered ownership will be transferred.
- 32.4 Goods that Radio Holland has provided to the Supplier for repair, handling or processing will be at the Supplier's risk during the period in which they are being repaired, handled or processed. The Supplier waives its right of retention in respect of such goods, in favour of Radio Holland.

33. Transfer of rights and obligations and subcontracting

- 33.1 Without Radio Holland's written permission the Supplier may not assign transfer, novate or pledge the ownership of the agreement, any part of it, or any rights or claims under the agreement, under any title whatsoever. Without Radio Holland's permission the Supplier also may not have any work performed by third parties.
- 33.2 Without Radio Holland's written permission the Supplier may not (a) subcontract the agreement or any part of it or (b) engage third parties to do so. Any part of an agreement in which subcontracting or the engagement of third parties is specifically mentioned will constitute an exception to this rule. Third parties include self-employed person with no staff (zelfstandige zonder personeel), managing directors and majority shareholders, sub suppliers and temporary employment agencies. If Radio Holland has given written permission, the Supplier will include the same risk-reducing measures in its agreement with the third party or third parties in question, as included in the General Terms and Conditions of Purchase and the contract for the provision of services with Radio Holland.
- 33.3 Without Radio Holland's written permission the Supplier will not hire in personnel from third parties.
- 33.4 The granting of the permission referred to in subsections 1, 2 and 3 will not mean that any obligations ensuing from this agreement has lapsed.

34. Materials, parts, attestations, drawings and similar articles made available by Radio Holland

- 34.1 Materials, parts, attestations, drawings and similar articles that Radio Holland makes available to the Supplier in connection with the performance of the agreement will remain the property of Radio Holland. The Supplier must clearly mark them as such and individualize them in a manner that is recognizable to third parties. They must be returned in good condition after the agreement has been performed.
- 34.2 Until the articles referred to in subsection 1 have been returned to Radio Holland they will be held at the Supplier's risk. The Supplier will be obliged to properly maintain those articles.
- 34.3 The Supplier will insure all the articles that it receives from Radio Holland in connection with the agreement at its own cost, subject to the customary conditions, against the risks related to their being lost or damaged in whole or in part as a result of fire, theft or destruction.
- 34.4 When it receives the articles referred to in this Article the Supplier must check to ensure that they are in accordance with the specifications. They must also be provided with clear markings showing that they are the property of Radio Holland. Unless the Supplier has given written notification within a term of seven days after receiving them, Radio Holland will assume

that the articles referred to in this Article have been provided to the Supplier in good conditions and in accordance with the specifications.

35. Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Sub suppliers) Act (Wet ketenaansprakelijkheid)

- 35.1 The Supplier must comply with the statutory obligations to remit statutory payroll tax in respect of its employees as described in Article 25.1(f).
- 35.2 The Supplier indemnifies Radio Holland in respect of any claims brought by the Dutch Tax Authorities in respect of statutory payroll tax due for its employees. This includes any interest, penalties and costs, as well as costs related to legal assistance to oppose a possible claim.
- 35.3 Without prejudice to the provisions contained in subsections 1 and 2, the Supplier must maintain such adequate accounting records that for each project the wage component can be determined. Radio Holland will be entitled to inspect those accounting records at any time. The Supplier will indicate the actual wage costs in each invoice.
- 35.4 Radio Holland may pay the Supplier the statutory payroll tax related to the work, for which it is jointly and severally liable on the ground of the Wages and Salaries Tax and Social Security Contributions (Liability of subcontractors) Act, by transferring the relevant amount to its guarantee account within the meaning of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act (de "G-rekening"). Radio Holland may also transfer the statutory payroll tax directly to the Tax Authorities, in which case Radio Holland will no longer have any obligation to pay the statutory payroll tax to the Supplier.
- 35.6 Unless the parties have agreed otherwise Radio Holland will directly transfer an applicable percentage of the wage component - and 50% if that percentage is unknown - for the statutory payroll tax to the relevant account of the Tax Authorities or to the Supplier's guarantee account.
- 35.7 Radio Holland may change that percentage if it appears that the agreed percentage is not in accordance with the statutory payroll tax that the Supplier actually owes.
- 35.8 A direct transfer or transfer to the guarantee account will be deemed to be a payment constituting a valid discharge.
- 35.9 If the VAT reverse charge rule applies in respect of the agreement, the Supplier will indicate that fact in each invoice.

IV. SPECIAL PROVISIONS GOVERNING THE PROVISION OF WORKERS

In addition to the General Part (I), Special Provisions contained in part III and this part (IV) also applies in respect of the provision of workers.

36. Permit

- 36.1 Insofar as necessary the Supplier must have a permit to provide workers.
- 36.2 Employees who are deployed must have valid proof of identity and (if applicable) a valid work permit and residence permit in their possession.

37. Personal protective equipment and tools

- 37.1 The Supplier must provide employees with safety goggles and safety boots, and tools.
- 37.2 If necessary Radio Holland will make available to the employees a safety helmet and safe work clothes with the Radio Holland logo. The Supplier must ensure that the employees actually use that protective equipment.
- 37.3 The protective equipment referred to in subsection 2 must be returned to the designated Radio Holland employee within one week after the work has ended. A deposit will be deducted from the Supplier's final invoice for each set of protective equipment that is not returned.

38. Timesheets

- 38.1 The Supplier is obliged to fully cooperate with any and all reasonable administrative measures that Radio Holland takes with respect to its monitoring the staffing levels at the workplace or the work that Radio Holland has signed off. This can include timesheets for each employee.

39. Invoicing and payment

- 39.1 Invoices must be in compliance with the requirements contained in the Dutch Value Added Tax Act of 1968 (Wet op de Omzetbelasting 1968). The Supplier must in any event include the following information, clearly and conveniently arranged, on the dated and numbered invoices:
 - 39.2 Radio Holland's purchase number and the Supplier's purchase number that relates to the work;
 - 39.3 the work and location(s) where the work was performed, to which the invoice relates;
 - 39.4 the period of time and the work performed, to which the invoice relates;
 - 39.5 the wage costs; and
 - 39.6 the timesheets signed by Radio Holland.
- 39.7 If staff are hired in, the Supplier must indemnify Radio Holland against any claims brought by the Dutch Tax Authorities in respect of any VAT that is due.
- 39.8 If staff are hired in, the full, invoiced amount of the VAT may be transferred directly to the relevant account of the Tax Authorities or to the Supplier's guarantee account.
- 39.9 A direct transfer or transfer to the guarantee account will be deemed to be a payment constituting a valid discharge.

40. Termination of the agreement/dismissal of personnel

- 40.1 Radio Holland may prematurely terminate the agreement governing the provision of workers. Radio Holland will notify the Supplier in this regard at least three working days in advance in the event of normal termination.