

GENERAL PURCHASE CONDITIONS

1. Definitions

Agreement:	any agreement that is concluded between the Parties in relation to the delivery of a Performance by the Supplier.
DDP:	Delivery Duty Paid, as referred to in the most recent version of the Incoterms of the International Chamber of Commerce which applies at the time the Agreement is concluded.
Exterion:	Exterion Media (Netherlands) B.V., or, where applicable, one of its sister companies within the Exterion group which declares these Purchase Conditions applicable to its legal relationships with Suppliers.
Parties:	Exterion and the Supplier.
Performance:	a Product and/or a Service.
PO Number:	Exterion's unique identification / specification number stated on Exterion's Purchase Order and on the Supplier's invoice.
Products:	all physical items that the Supplier delivers on Exterion's instructions.
Purchase Conditions:	these general purchase conditions.
Purchase Order:	a written order (electronic or otherwise) that Exterion places with the Supplier regarding the delivery of a Performance and which is given a specific PO Number.
Quotation:	a written offer by the Supplier for the delivery of a Performance.
Request for a Quotation:	a request from Exterion to the Supplier for a Quotation regarding the delivery of a Performance.
Services:	all work that the Supplier carries out on the instructions of Exterion that is not (directly) associated with the delivery of a Product.
Supplier:	any party that – in the broadest sense – offers and/or delivers a Performance to Exterion, as well as its authorised representative(s), agents and/or legal successor(s).

2. Applicability

- 2.1 These Purchase Conditions apply to all Requests for a Quotation, Quotations, Purchase Orders and Agreements. Any general terms and conditions or other conditions used by the Supplier do not apply. The Supplier may not rely on any different or additional provisions, unless such provisions have been accepted in writing by Exterion and provided that such provisions do not affect the applicability of the other terms of these Purchase Conditions and that they will only apply to the Agreement for which they have been expressly agreed in writing.
- 2.2 Exterion is entitled to amend the Purchase Conditions from time to time.
- 2.3 The invalidity, nullification or ineffectiveness of any of the provisions of these Purchase Conditions will not affect the validity of the other provisions. If any of the provisions prove to be invalid, void or non-binding, Exterion and the Supplier will, in good faith, negotiate a replacement provision that is valid and that most closely approximates the content and meaning of the provision that is invalid, void or non-binding.

- 2.4 By accepting the Purchase Conditions the Supplier also agrees to their applicability to all future Agreements between Exterior and the Supplier and to all future Requests for a Quotation, Quotations, Purchase Orders and Agreements.
- 2.5 These Purchase Conditions are available in Dutch and English. In case of any inconsistencies between the Dutch text and the English text, the Dutch text shall prevail. The Dutch text is available on our website (<https://www.exterionmedia.com/nl/legal/algemene-inkoopvoorwaarden>).

3. Conclusion and performance of the Agreement

- 3.1 All Requests for a Quotation are free of obligation.
- 3.2 Quotations constitute irrevocable offers to Exterior. Any costs incurred by the Supplier for providing a Quotation will be at its own expense.
- 3.3 An Agreement between Exterior and the Supplier can only be concluded in writing and is concluded if and as soon as Exterior accepts the Supplier's Quotation by placing a Purchase Order, with the date of such Purchase Order being decisive.
- 3.4 If, in its Request for a Quotation, Purchase Order or any other type of document, Exterior refers to any technical, safety and/or other instructions which the Supplier is to observe when performing the Agreement, the Supplier is deemed to be aware of these instructions, unless immediately after they come to its attention, it informs Exterior in writing that this is not the case. In that case, Exterior will provide further information to the Supplier about these instructions, as a result of which the Supplier will then have become aware of them anyway.
- 3.5 In its Quotation, the Supplier must explicitly indicate whether it wants to engage third parties to perform the Agreement and, if so, which third parties it wants to engage, and Exterior in turn has to explicitly agree to this. Even if Exterior gives the consent referred to above, the Supplier will at all times remain fully liable to Exterior for the timely and full compliance with the obligations under the Agreement and these Purchase Conditions that it outsources to third parties.
- 3.6 The Supplier and any third parties it engages will strictly comply with all applicable laws and regulations concerning the delivery of the Performance, including but not limited to regulations on safety, environmental issues, health and employment law (such as working hours).
- 3.7 If the Agreement between Exterior and the Supplier qualifies as a continuing performance contract, Exterior will at all times be entitled to terminate (in Dutch: *opzeggen*) the Agreement with immediate effect, without giving reasons and without being obliged to compensate the Supplier for any loss and/or expenses.

4. Price, invoicing and payment

- 4.1 The price that Exterior and the Supplier agree upon for the delivery of the Performance is:
- (i) fixed;
 - (ii) expressed in euros;
 - (iii) exclusive of VAT;
 - (iv) inclusive of any packaging, transport and insurance charges or any other charges or levies;
- and

- (v) if a Product is delivered, based on delivery DDP at the place of destination agreed between the Parties and in accordance with the most recent version of the Incoterms at the time the Agreement was concluded.
- 4.2 The Supplier is not entitled to increase the agreed price during the term of the Agreement. However, if the Supplier is obliged to increase the agreed price pursuant to a mandatory statutory provision, Exterion will be entitled to terminate (in Dutch: *opzeggen*) the Agreement with immediate effect, without in any way being liable to pay the Supplier compensation.
- 4.3 Exterion will under no circumstances pay for additional costs or additional work, unless it has expressly agreed to this in writing in advance.
- 4.4 If, in derogation from Article 4.1, the Parties have not agreed a fixed price, but the Supplier has given an estimate or a budget and it establishes that this estimate/budget will be exceeded, the Supplier must inform Exterion of this immediately, after which the Parties will consult on the possible consequences of this. Exterion will not pay for any costs that exceed an agreed budget/estimate, unless it has expressly agreed to this in writing in advance.
- 4.5 The Supplier will not invoice the amount due from Exterion before delivery of the Performance. If the Parties have agreed upon partial deliveries in accordance with Article 5.1, the Supplier will not issue the invoice until all partial deliveries have been made. If there is a continuing performance contract on the basis of which Performances are delivered by the Supplier on an ongoing basis, the Supplier will invoice Exterion periodically in the manner agreed between the Parties.
- 4.6 The Supplier will send its invoices to Exterion at debiteuren@exterionmedia.nl. Each invoice will always contain, as a minimum, Exterion's PO Number, as well as all the other usual information, including but not limited to the Supplier's name and delivery note number, a description of the Performance delivered and the Supplier's IBAN number. If the aforementioned details have not been stated correctly or in full, Exterion will be entitled to demand a new invoice and the payment period referred to in Article 4.7 will only begin to run upon receipt of the correct invoice.
- 4.7 The Supplier's invoice will be paid within 60 calendar days after receipt of the invoice and always on condition that the Supplier provides Exterion with all the relevant documents (including those referred to in Articles 6.4 and 7.2) correctly and completely.
- 4.8 The Supplier may not oblige Exterion to make advance payments, provide security, and/or pay collection charges.
- 4.9 Payment will release Exterion from all its obligations ensuing from the relevant Agreement. Payment of an invoice for a particular Agreement may not be regarded by the Supplier as payment for any other (alleged) claim it has against Exterion ensuing from another Agreement.
- 4.10 Exterion is entitled to offset any amount that the Supplier owes it – for whatever reason – against anything Exterion owes the Supplier, irrespective of whether that amount is due and payable.
- 4.11 If the Performance is carried out on a subcontracting basis or employees are hired in for it, the wage costs component (gross salary) included in the invoice amount must be stated explicitly on the invoice.

4.12 Payment may not be construed as a declaration of a waiver of rights by Exterior, nor as an acknowledgement that the Performance delivered is compliant with the Agreement and these Purchase Conditions. Payment does not release the Supplier from any liability in respect of the Agreement.

5. General delivery provisions for Products and Services

5.1 Partial deliveries of Products and/or Services may only be made if expressly agreed in writing. In that case, for the purpose of these Purchase Conditions, the delivery of Products and/or Services will also be taken to mean any partial delivery of Products and/or Services.

5.2 If Exterior signs any delivery document or other document from the Supplier, this may not be construed as a declaration of a waiver of rights by Exterior, nor as an acknowledgement that the Products and/or Services delivered are compliant with the Agreement and these Purchase Conditions.

5.3 Exterior may ask the Supplier to provide a bank or other form of guarantee to serve as security for the delivery of the Products and/or Services.

5.4 The agreed delivery date/period is a strict and final deadline. If a delivery period is agreed, this period will start to run on the day after Exterior places its Purchase Order with the Supplier. The Services to be carried out must be performed in the order listed on the Purchase Order.

5.5 Exterior is entitled to amend the agreed delivery date/period unilaterally. If the Performance entails the delivery of Products and the Supplier is to deliver these Products at a later time than initially agreed as a result of the aforementioned amendment, the Supplier will store, secure and insure these Products for Exterior, properly packaged, separated off and identifiable, at the latter's expense. Any amendment to the agreed delivery date/period as referred to in this paragraph will never entitle the Supplier to increase the agreed price.

5.6 If and as soon as the Supplier has any indication that it will exceed or is likely to exceed the agreed delivery date/period, the Supplier is obliged to immediately inform Exterior of this in writing, giving clear reason(s). If the Supplier invokes force majeure against Exterior pursuant to Article 12, it must also immediately provide Exterior with evidence showing that a situation of force majeure does actually exist, failing which the Supplier will not be able to invoke force majeure as referred to in Article 12.

5.7 If the Supplier exceeds the agreed delivery date/period (which is also taken to mean the Supplier's failure to deliver the agreed amount of Products) the Supplier will immediately be in default, without any further demand or notice of default being required and the provisions of Article 13 will also be applicable.

5.8 Unless otherwise agreed, Exterior's prior written consent is required for the delivery of Products and/or Services before the agreed delivery date/period and/or on days other than Exterior's work days or outside its regular hours of work.

6. Specific delivery provisions for Products in addition to the provisions of Article 5

6.1 The Supplier delivers the Products DDP at the place(s), time and in the manner set out in the Agreement or as agreed between the Parties later in writing. The Supplier will unload the Products at the agreed delivery address at its own expense and risk.

- 6.2 Products will remain at the Supplier's expense and risk, in accordance with the most recent version of the Incoterms of the International Chamber of Commerce which applied at the time the Agreement was concluded, until they have been delivered to DDP. Ownership of the Products will transfer from the Supplier to Exterior upon delivery, unless otherwise agreed or unless the Products do not meet the requirements of the provisions of Article 8 and are therefore rejected by Exterior.
- 6.3 Products must be packaged and secured in such a way that when transported in the normal manner they reach the agreed destination in good condition. If, upon delivery, it transpires that the Product packaging is damaged, Exterior may refuse these Products. Packaging must not cause any damage to the environment, safety and/or health.
- 6.4 Products must be delivered with all the available documentation, quality labels and certificates that are necessary for their use, maintenance or disposal. The delivery of the Products will not be complete until Exterior has received the Products as well as all the documentation for these Products as referred to in the preceding sentence.

7. Specific delivery provisions for Services in addition to the provisions of Article 5

- 7.1 The Supplier delivers the Services at the agreed location and at the agreed time of delivery.
- 7.2 At that same time as completing the Services, the Supplier must also deliver all the documents relating to the Services it has carried out. The delivery of the Services will only be complete once Exterior has received all the documents relating to the delivered Services as referred to in the preceding sentence and once it has approved the delivered Services.
- 7.3 All the Supplier's obligations regarding the Services to be carried out qualify as obligations of result.

8. Quality and warranty

- 8.1 Without prejudice to the Supplier's obligation to comply with all the other specifications or terms in Exterior's Purchase Order, it guarantees that the Performance:
- (i) is fully in accordance with Exterior's Purchase Order;
 - (ii) has all the general and particular properties promised by the Supplier and all the properties that Exterior may reasonably expect;
 - (iii) complies with all requirements imposed by or pursuant to the law or other government regulations;
 - (iv) if it relates to a Product – (a) is new, first class in terms of design, material and quality thereof, and furthermore is free from material, construction, manufacturing and design defects; (b) is free from rights (including limited rights) and attachments, and (c) is suitable for its normal use and purpose and any purposes that Exterior has made known to the Supplier.
- 8.2 The Supplier guarantees its compliance with the obligations under the Agreement, these Purchase Conditions and the law, and the soundness of all Performances delivered by it to Exterior. The Supplier also guarantees the accuracy, completeness and reliability of the information and data provided to Exterior by it or on its behalf.
- 8.3 The Supplier guarantees that the performance of the Agreement and the Performance it delivers based on the Agreement are in accordance with the applicable laws and regulations.

9. Inspection/check

- 9.1 The Supplier is obliged to subject Products to a thorough inspection at its own expense before delivering them to Exteriorion.
- 9.2 Exteriorion (including third parties appointed by Exteriorion for this purpose) has the right to inspect or check the Product at all times. The Supplier will lend its full co-operation to this free of charge by, among other things, granting access to Exteriorion or to a third party appointed by Exteriorion to the locations where the Product is produced or stored.
- 9.3 Exteriorion (including third parties appointed by Exteriorion for this purpose) has the right to inspect or check the results of a Service that has been performed or that is to be performed at all times. The Supplier will lend its full co-operation to this free of charge by providing all requested documentation and data to Exteriorion or to a third party appointed by Exteriorion.
- 9.4 An inspection referred to in Articles 9.2 and 9.3 will be based on the requirements included in Article 8. Such inspection is not to be interpreted as a waiver of any right that Exteriorion has under the Agreement or these Purchase Conditions, nor as an acknowledgment of the soundness of the Performance that has been delivered or is to be delivered and will not absolve the Supplier from any liability in this regard.

10. Remedies in the case of non-performance by the Supplier

- 10.1 If, in Exteriorion's opinion, the Supplier does not comply with the obligations under the Agreement (including these Purchase Conditions) in a timely manner, Exteriorion has the right to rescind (in Dutch: *ontbinden*) the Agreement in full or with regard to the part that has not been delivered in a timely manner with immediate effect, without further demand or notice of default being required, and to purchase the Performance that would have been delivered by the Supplier under the rescinded (in Dutch: *ontbonden*) Agreement from a third party at the Supplier's expense, all this without prejudice to Exteriorion's other rights pursuant to the law, the Agreement and/or these Purchase Conditions.
- 10.2 If Exteriorion deems any delivery of a Performance to be defective or incomplete, the Supplier will arrange for the repair of the defects or the replacement of the Performance, at Exteriorion's discretion and free of charge, irrespective of the cause of the defect and without prejudice to the Supplier's liability under the law, the Agreement and/or these Purchase Conditions and without prejudice to all other rights available to Exteriorion pursuant to the law, the Agreement and/or these Purchase Conditions. The Supplier must repair the defects or replace the Performance as soon as possible and in any case within two weeks after Exteriorion has notified the Supplier of the defective/incomplete delivery. If the Supplier does not comply with its obligations as referred to in the previous sentences, Exteriorion has the right to have the Performance repaired by a third party at the Supplier's expense or to purchase the Performance that would have been delivered by the Supplier from a third party.

11. Liability and indemnity

- 11.1 The Supplier is liable for:
- (i) any damage sustained by Exteriorion as a result of any failure by the Supplier to comply with the Agreement and these Purchase Conditions, or on any other legal basis;
 - (ii) all damage inflicted on Exteriorion, any of its property or employees by the Performance delivered by the Supplier;

- (iii) any damage arising from the fact that the Supplier gave Exterior incorrect, incomplete or unreliable information or data;
 - (iv) any misconduct or any negligence – whether deliberate or otherwise – by the Supplier, its employees or third parties engaged by the Supplier.
- 11.2 The Supplier indemnifies Exterior against any and all claims for compensation by third parties that are the result of a failure by the Supplier to perform, to perform properly or on time its obligations ensuing from or relating to the Agreement and these Purchase Conditions.
- 11.3 The Supplier indemnifies Exterior against any and all damage and costs incurred on account of any legal or other claims by third parties due to an infringement (alleged or actual) of third-party intellectual property rights directly or indirectly related to the performance of the Agreement by the Supplier, and the Supplier will compensate Exterior for any resulting loss or damage.
- 11.4 The Supplier indemnifies Exterior against any liability for any and all loss or damage described in Articles 6:185 of the Dutch Civil Code (“DCC”) to 6:193 DCC. This indemnification also applies to claims below the amount of EUR 500 specified in Article 6:190 DCC.
- 11.5 The Supplier indemnifies Exterior against all claims and salary claims by all employees who are directly or indirectly (for example by a subcontractor) engaged by the Supplier to perform the Agreement.
- 11.6 The Supplier indemnifies Exterior against all claims by the Dutch Tax and Customs Administration with regard to employees who are directly or indirectly (for example by a subcontractor) engaged by the Supplier to perform the Agreement and claims relating to the deployment of their labour, including claims by implementing bodies of the government in the field of social security, tax and insurance.
- 11.7 The Supplier must take out adequately insurance and remain insured against the liability referred to in Article 11 during the term of the Agreement and afterwards, for as long as is reasonably necessary and must in any case take out civil liability insurance, business liability insurance and transport insurance (the latter only if the Agreement relates to the delivery of Products). At Exterior’s request, the Supplier will provide Exterior with a copy of its insurance policy and the applicable policy conditions.
- 11.8 Under no circumstances will the insurance taken out by the Supplier result in a limitation of the latter's liability to Exterior or in the joint or other liability of Exterior.

12. Force majeure

- 12.1 Force majeure in these Purchase Conditions is taken to mean a circumstance beyond the control of the Supplier, over which the Supplier is unable to exert any influence and as a result of which Exterior may not reasonably require performance by the Supplier. In any case, this will not include a breach of contract by third parties vis-à-vis the Supplier, as a result of which the Supplier is unable to perform its obligations to Exterior, or any circumstance linked to the (type of) operational management of either the purchase or the transport by the Supplier, the Supplier's employees (or lack thereof), machinery failures, shortages of commodities or materials or disruptions or liquidity or solvability problems on the part of the Supplier or a third party engaged by the Supplier. Furthermore, the Supplier may not invoke force majeure in respect of the guarantees it has provided as referred to in the Agreement and/or these Purchase Conditions.

- 12.2 Neither Party will be obliged to fulfil any obligation under the Agreement or these Purchase Conditions if they are affected by force majeure as referred to in these Purchase Conditions.
- 12.3 If and as soon as the Supplier knows or can reasonably foresee that as a result of force majeure it will not be able to fully or properly fulfil its obligations under the Agreement or these Purchase Conditions, the Supplier is obliged to immediately notify Exterion of this in writing, clearly stating the reasons and the date of expected performance. The Supplier will not be entitled to invoke force majeure if it has not fulfilled its obligations under Article 12.3.
- 12.4 In the event of force majeure, Exterion will be entitled to rescind (in Dutch: *ontbinden*) the Agreement in full or with respect to the part that has not been performed, without any notice of default or judicial intervention being required and without being obliged to compensate any loss and/or costs.

13. Termination of an Agreement

- 13.1 Without prejudice to all other rights available to Exterion under the law, the Agreement or these Purchase Conditions, Exterion has the right to rescind (in Dutch: *ontbinden*) the Agreement with immediate effect and without judicial intervention in full or in part, without being liable for compensation if:
- (a) the Supplier fails to perform the Agreement or these Purchase Conditions in any way whatsoever;
 - (b) Exterion reasonably expects that the Supplier will not perform its obligations under the Agreement or these Purchase Conditions;
 - (c) the Supplier applies for a moratorium (provisional or otherwise) on payments or a moratorium (provisional or otherwise) on payments has been granted to it;
 - (d) the Supplier has filed for insolvency or has been put into liquidation;
 - (e) the Supplier's permits that are necessary for the performance of the Agreement are withdrawn;
 - (f) the Supplier's business resources or assets are attached, jeopardising the proper performance of the Agreement or these Purchase Conditions; or
 - (g) an attachment is levied at Exterion charged to the Supplier.
- 13.2 If one of the situations described in Article 13(1) occurs, all claims that Exterion has against the Supplier will become immediately due and payable, without any further demand for payment or notice of default being required.

14 Vicarious liability

- 14.1 The Supplier guarantees that it will comply with the applicable laws and regulations and any collective agreements relating to the employees who are directly or indirectly (for example by a subcontractor) engaged by the Supplier to perform the Agreement. This includes the obligation to pay the correct wages and to deduct the correct (fiscal) sums and to pay the VAT, wage tax and national insurance contributions owed.
- 14.2 At Exterion's first request, the Supplier will provide Exterion with all information clearly showing evidence of the Supplier's compliance with the obligation set out in Article 14.1. At Exterion's first request, the Supplier will lend its full cooperation to the verification of its compliance with the obligation set out in Article 11.6.
- 14.3 Without prejudice to the provisions set out above, Exterion is at all times authorised to deduct the amounts for social security contributions and wage tax, including national insurance

contributions and the wage sums from the fee (prices) and, on behalf of the Supplier, to pay them directly to the business association concerned or to the Dutch Tax and Customs Administration. The Supplier will grant discharge to Exterior for these payments, to the extent that they relate to these sums.

14.4 Exterior is entitled, without being liable to compensate the Supplier, to terminate (in Dutch: *opzeggen*) the Agreement with immediate effect and without judicial intervention, if the Supplier and/or third parties engaged by it are in arrears with their payments of VAT, wage tax and social security contributions, without prejudice to all other rights available to Exterior, including the right to compensation.

14.5 Perpetual clause: The Supplier is obliged to fully impose the obligations under Articles 14.1 and 14.2 on all parties with which it enters into a contract in the context of performing the Agreement, such as contracts regarding the deployment (for example by subcontractors) of employees by other parties in the chain. The Supplier is obliged to stipulate that these parties fully include these obligations in contracts they enter into for the (eventual) performance of the Agreement, such as contracts regarding the deployment of employees.

15 Confidentiality

15.1 The Parties will observe confidentiality with respect to the confidential information that is provided to them by or on behalf of the other Party. They will only use this confidential information to perform the Agreement. The Parties will oblige their subordinates to observe this confidentiality.

16. Materials

16.1 If Exterior makes materials available to the Supplier in order to perform an Agreement, they will remain the property of Exterior. The Supplier will store the materials separately from objects that belong to it or third parties. The Supplier will maintain the materials in good condition at its own expense and it will insure them against all risks, for as long as they are in the Supplier's possession. At Exterior's first request, the Supplier will return the materials to Exterior.

16.2 Drawings, models, instructions, etc. supplied by Exterior to the Supplier for the Performance or those made or purchased by the Supplier on the instructions and at the expense of Exterior, are and remain Exterior's property and all intellectual property rights to them will be vested in Exterior.

17. Assignment of rights and obligations

7.1 The Supplier's rights and obligations under any Agreement and/or these Purchase Conditions are not transferable and may not be pledged or outsourced to third parties within the meaning of the law of obligations or property law, unless Exterior has given its prior written consent to this.

18. Applicable law and disputes

18.1 These Purchase Conditions and all Requests for a Quotation, Quotations, Purchase Orders and Agreements and all non-contractual obligations arising from them are governed by Dutch law, with the exception of the Dutch rules on conflict with private international law. The applicability of the Vienna Sales Convention is explicitly excluded.

18.2 All disputes between the Parties arising from or otherwise related to these Purchase Conditions, a Request for a Quotation, Quotations, a Purchase Order and/or an Agreement and all non-

contractual obligations arising from them or related to them will exclusively be brought before the competent court in Amsterdam.