

GENERAL PURCHASING TERMS AND CONDITIONS

A. General Section

Article 1 – General

1.1. These General Purchasing Conditions (the “**Purchasing Conditions**”) apply to any and all legal acts and/or legal relationships between DoubleCOOL and (i) a (potential) supplier of goods and/or services, as well as (ii) a party performing work (the “**Supplier**”), including, but not limited to: (i) every tender, price quotation and/or any other type of written proposal coming from the Supplier and directed toward DoubleCOOL (the “**Offer**”) and (ii) any agreement of purchase and sale, acceptance of work or the performance of services or work, contract for services and/or any other agreement and any and all agreements and/or obligations related thereto, not by virtue of an employment contract, entered into by DoubleCOOL and the Supplier (the “**Agreement**”). In these Purchasing Conditions, “goods” shall also be understood to mean all work and services relating to the provision of such goods. These Purchasing Conditions are available on DoubleCOOL’s website www.DoubleCOOL.eu and, at the request of the Supplier, will be sent to the Supplier at DoubleCOOL's expense.

1.2. In the context of these Purchasing Conditions, “**Supplier**” also means: any legal other entity affiliated with the Supplier, who directly or indirectly controls and/or manages the Supplier's business, or who is controlled and/or managed by or under the same controlling management as the Supplier.

1.3. No general terms and conditions apart from the present Purchasing Conditions shall apply to Offers and Agreements, unless DoubleCOOL expressly accepts the application of other terms and conditions in writing. The applicability of the Supplier's general terms and conditions or those of any other third party are hereby expressly excluded by DoubleCOOL. Where reference in these Purchasing Conditions is made to ‘Agreement’, this shall also include ‘Offer’.

1.4. By entering into the Agreement, or by initiating the execution of such Agreement, the Supplier acknowledges that these Purchasing Conditions apply to that Agreement and the Supplier accepts these Purchasing Conditions with the exception of where deviating written arrangements have been made (which for the purpose of these Purchasing Conditions shall include electronically made deviations) between the parties.

1.5. DoubleCOOL reserves the right to amend these Purchasing Conditions. The Purchasing Conditions as amended shall apply as of the moment when they are published on the DoubleCOOL website. The Supplier hereby undertakes to consult the DoubleCOOL website regularly in order to establish whether DoubleCOOL has published a new version of these Purchasing Conditions.

1.6. If one or more provisions of these Purchasing Conditions or one of more provisions of an Agreement is/are null and void or voidable under applicable law, DoubleCOOL and the Supplier shall consult and agree on a permissible provision that will approach the nature and purport of the original provision as closely as possible, which provision shall replace the void or null provision. All other provisions shall continue to apply in full force.

1.7. The Supplier cannot derive any rights in subsequent agreements from any agreed upon deviations from these Purchasing Conditions.

Article 2 - Formation of Agreements

2.1. An Agreement between DoubleCOOL and the Supplier shall become effective as of the moment DoubleCOOL has expressly accepted a complete Offer in writing. DoubleCOOL may withdraw or amend an application for an Offer at any time and shall not be required to compensate any damages and/or costs related thereto. Any Offer must be complete and made in full and must include all necessary and/or requested specifications and/or documentation.

2.2. All actions taken by the Supplier prior to the formation of the Agreement are for the account and risk of the Supplier, unless agreed otherwise in writing.

2.3. Unless explicitly agreed otherwise in writing by DoubleCOOL and the Supplier, an Agreement shall not be exclusive.

Article 3 - Prices

3.1. All prices in the Agreement are fixed and based on delivery DDP (as defined in the Incoterms 2010), and shall include transport costs, insurance costs, costs resulting from currency fluctuations and costs of packaging (excluding return packaging) unless agreed otherwise by DoubleCOOL and the Supplier.

3.2. Any deviations in wages, materials, rights, taxes, import and/or export duties and/or other costs that may have an increasing effect on the prices, as agreed upon by DoubleCOOL and the Supplier, are for the account and risk of the Supplier unless DoubleCOOL has explicitly approved such deviations in writing.

3.3. In the event that there is additional work in comparison to what was originally agreed upon by DoubleCOOL and the Supplier, the Supplier shall inform DoubleCOOL accordingly as soon as possible in writing. The costs for such additional work may only be charged to DoubleCOOL if DoubleCOOL has explicitly given its approval thereto in writing.

Article 4 – Delivery

4.1. Delivery shall be made DDP (as defined in the Incoterms 2010). Delivery DDP means that the Supplier shall deliver the products to DoubleCOOL at its premises at Thurledeweg 5, 3044 EN Rotterdam (the “**Delivery**”), unless another manner and/or place of Delivery has been agreed upon. Prior to Delivery, the risk of the products delivered shall always be with the Supplier.

4.2. The Supplier shall deliver the goods at the time as set out in the Agreement unless DoubleCOOL has explicitly agreed in writing to an earlier and/or later time. The agreed upon time and/or the deadlines for Delivery shall be regarded as final (in Dutch: '*final*’) unless agreed upon otherwise in writing. In the event that the Supplier expects that Delivery cannot be made at the agreed upon time, it shall inform DoubleCOOL immediately thereof, stating the reasons for the delay and an expectation of the duration of the delay. If no reasons are submitted, any appeal on such reasons at a later time shall not be accepted.

4.3. In the event of late Delivery, in whole or in part, DoubleCOOL may cancel the Agreement, in whole or in part, in accordance with Article 21 of these Purchasing Conditions without being liable to pay or reimburse any damages.

4.4. Any late or incorrect Delivery shall be regarded as non-performance of an obligation, without any written notice of default or notification being required, giving DoubleCOOL the right to claim damages from the Supplier.

Article 5 - Quality and Description

5.1. Supplier represents that the delivered goods shall comply with the Agreement, with generally accepted standards and regulations applicable by or pursuant to any law or treaty, including, but not limited to, standards and regulations regarding safety, health and environment.

5.2. Supplier represents that the goods shall not be defective, shall be of sufficient quality and without any manufacturing, assembly and/or material defects and shall comply with the requirements given and/or to be implicitly given to those goods, including, but not limited to, the requirements that:

- (i) apply to these goods under these Purchasing Conditions;
- (ii) are set out in the Agreement;
- (iii) are set out in models and specifications communicated by DoubleCOOL to the Supplier;
- (iv) may be given to the goods under the given circumstances.

Article 6 - Payment

6.1. Payments by DoubleCOOL shall be made within 30 days of receipt of the invoice, unless the Parties have agreed otherwise in writing. If the invoice has been received prior to Delivery, DoubleCOOL shall make payments within 30 days of Delivery, unless the Parties have agreed otherwise in writing. Payments for goods in no way discharges the Supplier from any guarantee, warranty and/or liability arising from the Agreement(s).

6.2. DoubleCOOL shall at all times reserve the right to suspend any payment if and insofar as the Supplier has not (fully) fulfilled its obligation(s) arising from the Agreement and/or the applicable legislation. In such a case, the remaining amount shall not be increased in any way whatsoever, including, but not limited to, an increase due to interest.

6.3. In the event that the Parties have a dispute with regard to the amount or the accuracy of a payment and/or invoice, DoubleCOOL shall be entitled to suspend payment at all times and up until a competent court has rendered an irrevocable judgment on the payment and/or invoice. The outstanding amount shall not be increased in any way whatsoever, including, but not limited to, an increase due to interest. In such proceedings with regard to the dispute resolution, the Parties shall bear their own costs.

Article 7 – Packaging

7.1. The goods shall be packaged pursuant to all as set out in the Agreement or in accordance with DoubleCOOL's instructions. In the event that the Parties have not made arrangements on packaging, the Supplier shall ensure that the goods are packaged properly. All packaging used, with the exception of return packaging, shall become the property of DoubleCOOL.

7.2. The goods shall be marked pursuant to all as set out in the Agreement or in accordance with DoubleCOOL's instructions. Any markings on the packaging shall be such that the goods are easy to recognise and to distinguish and shall contain all information that DoubleCOOL could reasonably require in order to achieve this.

Article 8 - Amendments

8.1. Upon written request by DoubleCOOL, the Supplier is required to implement all amendments to the Agreement that are technically possible. DoubleCOOL shall be notified in writing of any change in pricing and/or delivery time resulting therefrom as soon as possible, but at least within 2 weeks. Should the change in the Agreement result in a new price and/or a new delivery time, DoubleCOOL is entitled to demand the unchanged execution of an unchanged version of the original Agreement or the execution of an amended version of the Agreement which is acceptable to DoubleCOOL, or to terminate the Agreement with immediate effect, in accordance with Article 21 of these Purchasing Conditions.

Article 9 - Inspection and Testing

9.1. DoubleCOOL, its clients or third parties instructed by DoubleCOOL, shall be entitled to inspect or test the goods at any location at all times. The Supplier shall notify DoubleCOOL in a timely manner as to the time at which goods are ready for inspection or testing, such that DoubleCOOL, its clients or third parties are able to be present, and shall provide all information, facilities and cooperation required for an inspection or testing. The costs for such an inspection shall be for the expense of the Supplier. The inspection or approval does not discharge the Supplier from any guarantee and/or liability that arises from the agreement entered into between the parties. In the event that products shall be rejected DoubleCOOL shall be entitled to, in addition to the rights granted to DoubleCOOL in Article 21 of these Purchasing Conditions, demand delivery of new goods that are in compliance with the inspection requirements, within a time period to be set by DoubleCOOL, without being due any additional payments.

Article 10 - Drawings, Models and Tools

10.1. The drawings, models, designs, materials, tools and/or other items provided by DoubleCOOL to the Supplier in the execution of the Agreement or that the Supplier has made or procured in or for the execution of the Agreement shall remain or shall become the property of DoubleCOOL and shall be given distinct features to that extent by the Supplier. DoubleCOOL shall be regarded as the developer or designer of the aforementioned items. Unless agreed otherwise, the Supplier shall send or return the aforementioned items with the final delivery of the goods to DoubleCOOL, failing which DoubleCOOL may suspend any payment due to the Supplier until the aforementioned items have been or will be sent or returned, and/or DoubleCOOL shall be entitled to deduct the costs, made in replacing the aforementioned items, from the payment.

10.2. The Supplier shall not in any way dispose of or encumber the drawings, models, designs, materials, tools and/or other items provided and shall keep and/or store these items separately from any items belonging to anyone other than DoubleCOOL.

Article 11 – Confidentiality

11.1. The Supplier undertakes to be bound by confidentiality towards third parties with respect to all of DoubleCOOL's drawings, models, constructions, diagrams, know-how and other business information in the broadest sense of the word that have been shared with the Supplier, in writing or otherwise, and/or with respect to any information which the Supplier has obtained in the execution of the Agreement, regardless of whether this information has been specifically marked as confidential information.

Article 12 - Insurance

12.1. The Supplier shall insure all the goods it shall receive from DoubleCOOL related to the Agreement, in an amount which is at least equal to the total value of the goods, against all damage that may be inflicted on such goods during the time that the Supplier has possession of the goods and in any case up until the time of delivery of such goods to DoubleCOOL.

12.2. In the event that, in deviation of the stipulations of Article 4 of these Purchasing Conditions, DoubleCOOL and the Supplier have agreed that the legal title to the goods, components or materials shall be transferred from the Supplier to DoubleCOOL prior to Delivery, the Supplier shall be required to insure these items “for whom it concerns” and to manage these items with due care.

Article 13 - Outsourcing and Transfer

The Supplier may not transfer or outsource (the execution of) the Agreement, in whole or in part, to third parties unless DoubleCOOL has given its prior and explicit written consent thereto. All obligations that, by virtue of the Agreement and these Purchasing Conditions, shall apply to the Supplier shall also apply to the party to whom the execution of the Agreement has been outsourced in full or in part, including, but not limited to, the obligations regarding quality, confidentiality and privacy. The Supplier is responsible for compliance with the applicable obligations by the third party and shall actively ensure its compliance thereto. Any consent given by DoubleCOOL shall not discharge the Supplier from any obligation under the Agreement entered into between the Parties or any related obligations.

Article 14 - Ownership and Risk

14.1. The Supplier shall be required to transfer the title of all goods arising from the Agreement, fully and without encumbrance, to DoubleCOOL upon Delivery or at the time of advance payment or (interim) payment by DoubleCOOL, whichever comes earlier. The risk related to the delivered goods and/or items shall transfer to DoubleCOOL in accordance with all as set out in Article 4 of these Purchasing Conditions, unless Parties agree otherwise in writing.

14.2. The Supplier shall waive the right to recovery (in Dutch: '*recht van reclame*') and the right of retention of title (in Dutch: '*retentierecht*') towards DoubleCOOL and its affiliates.

Article 15 – Warranty

15.1. In the event that the delivered goods contain any defects within 24 months after Delivery, the Supplier, in consultation with DoubleCOOL, shall repair or replace the respective goods immediately. If the goods delivered are part of a larger object, the period of 24 months shall commence upon Delivery of the larger object, regardless of whom manufactured or delivered the final larger object. All damages and costs suffered or incurred by DoubleCOOL and/or third parties as a result of the

defect in the goods shall be for the expense of Supplier and Supplier indemnifies DoubleCOOL in that regard. Following Delivery of the substituted or repaired goods, including the Delivery of the substituted or repaired larger object, all related warranty periods shall recommence. In the event that, according to DoubleCOOL, the Supplier has not removed the defect within a reasonable amount of time and/or has not done so adequately, or in the event that elimination and/or repair of the defect cannot be delayed, DoubleCOOL shall, after written notification thereto, be at liberty to perform all that is necessary, or to have all that is necessary performed by a third party, at the expense of the Supplier.

15.2. In accordance with Article 15.1 of these Purchasing Conditions, in the event that any of the goods display any defect, DoubleCOOL is permitted to notify the Supplier thereof through all possible channels of communication. The Supplier is required to respond to this as soon as possible.

Article 16 - Certificates and Instruction Manuals

16.1. If the Agreement so requires, in combination with the goods delivered, certificates and/or instruction manuals, warranty certificates, maintenance instructions and other similar documents, the Supplier shall ensure that these shall be in the possession of DoubleCOOL as soon as possible but at least within three weeks of Delivery, in the absence of which payment shall be suspended.

16.2. Insofar as possible and reasonable, the documents as referred to in this Article 16 shall be in Dutch or English, without any additional associated costs for DoubleCOOL unless agreed otherwise by the Parties.

Article 17 - Patent Right, Copyright and Trademark Right

17.1. For the purpose of these Purchasing Conditions, “**IP Rights**” shall mean all patents, trademarks, service marks, tradenames, trademark registrations, designs, company names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other (current or future) registered or unregistered intellectual property rights and interests. The delivered goods shall not infringe any IP Rights. The Supplier shall indemnify DoubleCOOL and its affiliates for any claims of that nature and shall compensate any and all damage and/or costs incurred by DoubleCOOL or third parties in relation thereto. Any infringements of IP Rights by a third party shall give DoubleCOOL the right to cancel the Agreement by written statement without being liable to pay any damages to the Supplier.

17.2. In the event that the Supplier manufactures goods or has goods manufactured using IP Rights which are owned by DoubleCOOL and/or its affiliates, Supplier shall have obtained prior written consent thereto from DoubleCOOL. In the event that any modifications, improvements, changes or other actions with regard to the IP Rights, owned by DoubleCOOL, shall result in the creation of new IP Rights, these new IP Rights shall automatically belong to DoubleCOOL, and the Supplier shall waive any rights and/or claims in this respect. If required, the Supplier shall provide its full cooperation to the transfer of these IP Rights or the title thereto to DoubleCOOL.

17.3. Unless agreed otherwise in writing between DoubleCOOL and the Supplier, the Supplier shall not retain or obtain any right of use or exploitation right with respect to any results derived from the Agreement.

Article 18 - Personnel

18.1. The provisions of this Article 18 shall apply to the Supplier who engages one or more natural persons and/or businesses at DoubleCOOL in the execution of the Agreement. The natural persons may have an employment contract with the Supplier and/or a third party and/or may be bound otherwise, including, but not limited to, independent contractors with or without personnel (jointly: "**Personnel**").

18.2. The Supplier is and shall at all times remain responsible for compliance with regard to the applicable laws and regulations and safety regulations applicable to the Personnel. Supplier shall at all times have the effective control and supervision over the Personnel in the execution of the work. The Personnel is accountable to the Supplier for the performance of its work. DoubleCOOL shall not in any way be liable and shall not, instead of Supplier, fulfil de obligations of Supplier with regard to remuneration and/or any other form of compensation and/or any other obligation of Supplier towards the Personnel.

18.3. In the event that the Supplier, in the execution of the Agreement, wishes to use natural persons other than those that have an employment agreement with Supplier, including but not limited to independent contractors with or without personnel, DoubleCOOL must give its prior written consent thereto. The Supplier shall ensure that she, or the abovementioned natural persons for themselves, have taken out an appropriate accident and invalidity insurance. In the event that the Supplier, in the execution of the Agreement, shall have the Personnel perform assembly related work, DoubleCOOL must give its prior written consent thereto.

18.4. Prior to and/or during the execution of the Agreement, the Supplier must at all times, upon first request by DoubleCOOL and insofar as there is a ground thereto, provide DoubleCOOL with a list of all essential (personal) information of the Personnel. In providing such (personal) information, the Supplier shall ensure to comply with all obligations arising from the GDPR.

18.5. The Supplier represents that it shall at all times comply with any legal obligations that apply to the Personnel, including social insurance and tax legislation, and that it shall, with regard to the Personnel, pay all relevant taxes, social premiums and insurance in full and on time. The Supplier shall, at all times, upon first request, provide DoubleCOOL with the required information of the involved industry and/or business associations and/or of the involved employees of the Dutch Tax Authority who have been charged with verifying compliance of Supplier with the aforementioned laws (if applicable).

18.6. Unless agreed otherwise in writing by the Parties, the working hours for the Personnel shall be the same working hours that would apply if the Personnel had been working for the Supplier but shall in any case be reasonable and in line with industry standards.

18.7. The provisions regarding order and safety which are in effect in, on and around DoubleCOOL's buildings shall apply in full to the Personnel and any persons authorised by DoubleCOOL pursuant to Article 18.3, unless the Parties have agreed otherwise in writing. The Supplier shall ensure and warrant that the Personnel is, prior to and during the execution of the work, familiar with and shall comply with these provisions. Supplier shall take care of a safe and healthy working environment for the Personnel. In this regard Supplier is obligated to uphold all relevant rules and legislation, with regard to the working environment, properly.

18.8. The Supplier represents that all auxiliary materials, tools, company clothing and other resources required by the Personnel in the execution of the Agreement shall be made available to the Personnel for the risk and account of the Supplier and represents that these shall be proper and adequate, unless agreed otherwise in writing by the Parties. The Supplier shall ensure that the auxiliary materials, tools, company clothing and other resources required satisfy the requirements set by DoubleCOOL, including the requirements with respect to safety, all such with due observance of the provisions concerning liability of Article 23 of these Purchasing Conditions.

18.9. In the event that the Personnel wishes to use DoubleCOOL's auxiliary materials, tools and other resources required, DoubleCOOL must give its prior written consent thereto. The Supplier shall ensure that the Personnel returns the materials to DoubleCOOL after use thereof, within a reasonable term, and in the same state as in which the Personnel received such materials, or upon DoubleCOOL's first request. Any defects in the materials made available by DoubleCOOL must be reported to DoubleCOOL immediately.

18.10. The Supplier shall indemnify DoubleCOOL at all times for all claims made by the Personnel against DoubleCOOL regarding the non-compliance of Supplier's obligations as referred to in this article, explicitly including claims pursuant to Article 7:658 DCC. The Supplier shall also indemnify DoubleCOOL for any liability towards third parties for the acts or omissions by the Personnel as referred to in Article 6:170 DCC.

Article 19 - Data Protection

19.1. The Supplier shall at all times comply with the applicable national and international laws and regulations regarding data protection and/or the sharing, transferring or otherwise processing of (personal) data, including, but not limited to, the General Data Protection Regulation (GDPR, "**Privacy Legislation**").

19.2. If and when the Supplier shares or otherwise processes data to which the Privacy Legislation applies, the Supplier shall:

- (i) inform DoubleCOOL thereto beforehand or, if not possible, notify DoubleCOOL of this as soon as possible;
- (ii) provide its full cooperation to drafting, entering into and implementing all required agreements and other documentation, including, but not limited to, processor agreements;
- (iii) involve third parties only in the processing of such data if DoubleCOOL has given its prior written consent thereto;
- (iv) ensure that all its affiliates or third parties involved in sharing or otherwise processing the data comply with the Privacy Legislation at all times;
- (v) at DoubleCOOL's request and with due observance of the Privacy Legislation, provide all information that DoubleCOOL reasonably requires to comply with its obligations under the Privacy Legislation; and
- (vi) take sufficient technical and organisational measures to ensure a risk-adapted level of security for the processing of the relevant information and/or data.

19.3. DoubleCOOL and the Supplier shall only process personal information or data or other information if this is strictly necessary for the purpose of the performance of an Agreement and shall only do so with due observance of the provisions related thereto in an Agreement and in any

agreements, possibly entered into between DoubleCOOL and the Supplier, that specifically relate to the Privacy Legislation, including, but not limited to, processor agreements.

19.4. If an Agreement is terminated (for any reason whatsoever) and/or at any other time upon DoubleCOOL's request, the Supplier shall, in accordance with the Privacy Legislation, return all (personal) data and/or information (including all copies thereof) to DoubleCOOL immediately or destroy all (personal) data and/or information.

Article 20 - Penalty Clause

In the event that the Supplier is in breach of the provisions as set out in Articles 10, 11, 17 and/or 19 of these Purchasing Conditions, the Supplier shall forfeit to DoubleCOOL, without prior written notice of default or notification being required, an immediately due payable penalty in the amount of €10,000 (in words: ten thousand euro) per violation and in the amount of €1,000 (in words: one thousand euro) for each day that such violation continues, without this penalty impairing, in any way whatsoever, DoubleCOOL's right to recover from the Supplier and/or third parties all actually incurred damage and/or damages.

Article 21 - Termination and Dissolution

21.1. Where an Agreement has been entered into for an indefinite period of time and is, due to its nature and content, not discharged by performance, DoubleCOOL may terminate it by means of written notice of termination. If there is no agreement between the Parties in the Agreement as to an explicit notice period, a reasonable notice period with a maximum duration of one (1) month must be observed in the termination. DoubleCOOL shall in no circumstances be liable to pay compensation for damages on the grounds of cancellation of the Agreement.

21.2. In all cases where DoubleCOOL terminates the Agreement by way of dissolution or giving notice the Agreement with the Supplier, the Supplier shall be obligated to reimburse DoubleCOOL for all damages, costs and loss of earnings, including but not limited to the costs of recovery and the costs of legal and other advice, and to return to DoubleCOOL all products which they have already delivered. The products shall continue to be at the risk of the Supplier until such time as DoubleCOOL have received and approved the products in question. In the event of dissolution of the Agreement by the Supplier, DoubleCOOL shall not be required to make compensation for damages and/or loss of earnings on the part of the Supplier.

21.3. Notwithstanding its right to damages, DoubleCOOL may terminate the Agreement in whole or in part with immediate effect by giving notice of termination without a (prior) default notice being required, by which all DoubleCOOL's claims, both current and future, shall be immediately due and payable in full in the event that:

- (i) cessation of payments is granted to the Supplier, whether or not provisionally;
- (ii) an application is made for the bankruptcy of the Supplier;
- (iii) the Supplier's business is terminated or liquidated
- (iv) the Supplier is in breach of its obligations or does not fulfil these obligations properly;
- (v) goods belonging to or intended for DoubleCOOL have been seized; and/or
- (vi) a change takes place in the ownership or control of the Supplier's business, or when the Supplier is involved in or is the subject of a merger, demerger or division, or some comparable procedure.

21.4. If the Agreement is terminated in full or in part, as referred to in Article 21.3 of these Purchasing Conditions, DoubleCOOL may, at its sole discretion:

- (i) return goods that have already been delivered but cannot or can no longer be used at the Supplier's expense and risk and to recover any payments made in that respect from the Supplier,
- (ii) further execute the Agreement itself or to have it executed by third parties, after written notification to the Supplier, by using the items already delivered by the Supplier, the costs of which shall be for the Supplier.

Article 22 – Set-off

DoubleCOOL reserves the right to set-off (in Dutch: '*verrekenen*') all its payments due to the Supplier against all of its claims (and/or those of its affiliates) against the Supplier (and/or the Supplier's affiliates) on any ground whatsoever and all such without judicial intervention.

Article 23 - Liability

23.1. In the event that the Supplier does not fulfil an obligation under the Agreement(s), DoubleCOOL is entitled:

- (i) to claim fulfilment of the obligation in order to obtain the performance(s) to which the Supplier committed itself towards DoubleCOOL, including, but not limited to, the Supplier's obligation to deliver the products;
- (ii) to immediately terminate the Agreement(s), in whole or in part by giving notice or dissolution;
- (iii) to recall and/or suspend the (further) execution of its obligations under the Agreement(s) and to return the products at the Supplier's expense;

all such without prejudice to DoubleCOOL's right to compensation of all loss, damage and/or costs suffered or incurred by DoubleCOOL in connection with the abovementioned situations or otherwise, or to any other right to which DoubleCOOL may be entitled and without DoubleCOOL being due any compensation.

23.2. If DoubleCOOL were to terminate (by giving notice or dissolution), suspend or revoke the Agreement(s), all claims that DoubleCOOL has against the Supplier shall become immediately due and payable and DoubleCOOL shall be entitled to suspend the further compliance with any other agreement(s) without prejudice to any other right to which DoubleCOOL may be entitled.

23.3. The circumstances, including but not limited to those specified below, shall not in any event be for the risk of DoubleCOOL, and DoubleCOOL shall not be liable for any damage caused by DoubleCOOL as a result of such circumstances:

- (i) the execution of one or more rights by third parties with respect to the Supplier regarding the Supplier not complying with its obligations in accordance with an agreement with this third party with respect to the Delivery of the products;
- (ii) government rules and regulations or decisions that prohibit or restrict the use of the delivered products or the products to be delivered;
- (iii) a strike or the closing down of DoubleCOOL's business;
- (iv) sickness of personnel;
- (v) transport issues;
- (vi) import and/or export restrictions/prohibitions;

- (vii) natural or nuclear disasters;
- (viii) war or the threat of war;
- (ix) negligence on the part of DoubleCOOL, with the exception of intentional or gross negligence; and
- (x) other circumstances that are beyond the reasonable control of DoubleCOOL.

23.4. The Supplier shall be liable for any and all damages that it, the persons and/or companies working for or on account of it, the latter either directly or indirectly employed by it and/or the goods supplied or used by the Supplier, such as, but not restricted to, tools and resources, causes to DoubleCOOL, persons and/or companies working for or at DoubleCOOL and third parties. The Supplier shall indemnify DoubleCOOL for claims by third parties in connection with damages as described in this Article 23.4. The Supplier warrants that its liability as described in this article, in respect of which any appeal on force majeure is excluded, is insured for a sufficient amount.

23.5. DoubleCOOL rejects all liabilities resulting from any agreement, except to the extent the liability is the result of gross negligence or wilful misconduct on the part of DoubleCOOL or on the part of the persons charged with the management of DoubleCOOL's business. In the event that DoubleCOOL, in deviation of the previous sentence is held liable, the liability of DoubleCOOL shall be capped at the amount that shall be paid out in the respective circumstance under an insurance policy of DoubleCOOL. DoubleCOOL shall not be liable insofar as the damage shall not or not fully be compensated by any insurance policy.

Article 24 – No Relinquishment

24.1. An omission on the part of DoubleCOOL in demanding compliance with any stipulation in these Purchasing Terms or an Agreement or in responding in some other way to a breach of these by the Supplier or another party, shall under no circumstances entail that DoubleCOOL relinquish its entitlements to demand compliance with the respective stipulation of these Purchasing Terms.

Article 25 – Applicable law

25.1. The law of the Netherlands shall apply to all Offers, Agreements and other legal relationships between DoubleCOOL and the Supplier, as well as to these Purchasing Terms, unless expressly agreed otherwise. The stipulations of the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the legal relationship between DoubleCOOL and the Supplier.

25.2. All disputes arising out of or connected with the Offer and/or an Agreement or compliance therewith or other legal relationships with DoubleCOOL, as well as all disputes relating to these Purchasing Terms shall be brought before the Competent Court at Rotterdam, the Netherlands.