

## 1. Definitions

In these conditions of purchase ("**Conditions of Purchase**") the following terms will have the meanings shown below:

"**Planon**" means Planon Shared Services B.V., user of these Conditions of Purchase and any of its affiliates;

"**Supplier**" means the person, firm or company providing the Goods, Software and/or Services;

"**Agreement**" means the arrangements recorded in writing between Planon and Supplier regarding the provision of Goods, Software and/or Services;

"**Delivery**" means to put the Goods and/or Software into the possession or bring under the control of Planon and the installation/assembly of those Goods and/or Software and/or the Goods, Software and/or Services of Services;

"**Goods**" means tangible objects to be supplied and/or supplied by Supplier to Planon as the context requires;

"**Services**" means any services to be provided and/or provided by Supplier to Planon as the context requires;

"**Software**" means the Standard Software and/or Customized Software products, including the user manuals and other documentation and other materials related thereto as amended from time to time, to be supplied and/or developed by Supplier to Planon as the context requires;

"**Parties**" means Planon and Supplier;

"**Purchase Order Number**" means a unique number provided by Planon corresponding to a purchase.

## 2. Applicability

**2.1** These Conditions of Purchase, consisting of general conditions and the in the Agreement declared applicable special conditions, apply to all requests for quotation, offers, assignments and Agreements regarding the Provision of Goods, Software and/or Services by Supplier to Planon, unless Planon explicitly deviates in written agreement from these Conditions of Purchase. Any Goods, Software and/or Services delivered may be used by or on behalf of affiliates of Planon.

**2.2** In the event of a conflict between specific written agreements between the Parties and these Conditions of Purchase, the specific written agreements between the Parties will prevail over these Conditions of Purchase.

**2.3** The applicability of any terms and conditions of Supplier or third parties is hereby explicitly excluded.

**2.4** In the Conditions of Purchase, electronic data is equated with written documents. Under electronic data means facsimile of document(s) attached by e-mail, internet and similar forms of data transmission.

**2.5** In case the Software and/or Services will be delivered in subscription form, the Parties will agree upon an initial term. In no event the term of the Agreement shall be longer than the initial term, unless explicitly deviated by the Parties in written agreement. Any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either party) shall be deemed null and void, unless explicitly deviated by the Parties in written agreement.

## 3. Changes

**3.1** Planon has the right at all times to change the number and/or quality of the Goods, Software and/or Services to be supplied and/or provided. Changes will be agreed in writing.

**3.2** If in Supplier's opinion a change affects the agreed fixed price and/or time of Delivery, Supplier shall inform Planon in writing as soon as possible but no later than eight (8) working days after notification of the requested change before effecting

that change. If in Planon's opinion the effects on the price and/or Delivery time are unreasonable, the Parties will consult. If Supplier does not inform Planon within the aforementioned period about any consequences for the price and/or the Delivery time, Supplier is deemed to carry out the required Delivery of Goods and/or Software or performance of the Services as having agreed to the requested changes without further consequences for the price and/or the Delivery time.

**3.3** In the event that Supplier changes the price and/or the Delivery time in a manner unacceptable to Planon, Planon is entitled to terminate the Agreement unilaterally.

**3.4** Changes to the Agreement as result of the preceding paragraph, gives Supplier no right to compensation for any damage.

## 4 Transfer of Obligations

**4.1** Supplier may transfer or subcontract an obligation under the Agreement to a third party only with the prior written consent of Planon. Conditions may be attached to this consent. Supplier shall remain fully responsible and liable for activities carried out by third parties in connection with the Agreement.

**4.2** Upon Planon's first request Supplier shall inform Planon where certain parts of the Goods, Software and/or Services will be produced or carried out.

**4.3** Upon the transfer to a third party of (part of) Supplier's obligations under the Agreement, Supplier will be required to notify Planon which securities have been provided for the payment of VAT, payroll tax and national insurance contributions to be paid by employers by applicable law(s).

## 5 Price and Price Revision

**5.1** Prices are exclusive of VAT and include all costs incidental to compliance with Supplier's obligations.

**5.2** Prices will be fixed for the period as described in the Agreement, unless the Agreement states the circumstances that may give rise to price revision and provide for the manner of revision.

## 6 Invoicing and Payment

**6.1** Unless otherwise agreed by the Parties in writing, invoices will be paid by Planon within forty-five (45) working days of receipt of a correct and complete invoice, including any and all information and supporting documents Planon may require to consider such invoice as complete, and subject to Acceptation by Planon of the Goods, Software and/or Services supplied and, if applicable, any installation/assembly thereof.

**6.2** Invoices sent to Planon shall include the Purchase Order Number. As long as this number is missing on the invoice, Planon has the right to suspend the payment.

**6.3** Planon has the right to suspend payment upon discovery of a failure in the Goods, Software and/or Services and, if applicable, any installation/assembly thereof. Exceeding a payment term by Planon does not entitle Supplier to suspend or terminate its performance. Supplier is only entitled to suspend the Agreement if Planon is still in default thirty (30) calendar days after receiving a written notice of default.

**6.4** Planon has the right without prior notice to reduce the invoice amount by any amounts due by Supplier to Planon.

**6.5** Payment by Planon, and payment to Planon from third parties and/or customers of Planon related to the Goods, Software and/or Services, does not constitute a waiver of any rights whatsoever.

## 7 Time of Delivery

**7.1** Time is of the essence for the purposes of Supplier's (Delivery) obligations under the Agreement. Upon late Delivery, Supplier will be in default without any further notice of default being required.

**7.2** Supplier must immediately notify Planon in writing of any imminent excess of Delivery terms. This does not affect the possible consequences pursuant to the Agreement or statutory provisions.

**7.3** Supplier is liable for all direct and indirect loss and damage to be sustained by Planon and/or third parties and/or customers of Planon due to late Delivery by Supplier.

## 8 Delivery

**8.1** The Goods will be delivered to the agreed place and at the agreed time, in accordance with the applicable Incoterm DDP as issued by the International Chamber of Commerce in Paris, latest version (Delivered Duty Paid), unless expressly agreed otherwise.

**8.2** Planon has the right to postpone Delivery of the Goods. In such event Supplier will store, preserve, secure and insure such Goods properly packaged, separately and clearly identifiably.

**8.3** The Goods to be delivered shall not be packed in containers and/or other packing that are harmful to the environment, safety, welfare or health or are presumed to be, or may pose a threat.

## 9 Breach

**9.1** Upon breach of contract Supplier will be in default immediately without any further notice of default is required.

**9.2** The statutory interest on the amounts paid in advance by Planon will, without any obligation to prior written notice, be set off against the invoices to be paid over the period of default.

**9.3** In the event of non-attributable breach the obligations of both Parties will be suspended for six (6) weeks.

**9.4** The Parties may rely on non-attributable breach towards each other only if the party in question notifies the other party in writing of such reliance as soon as possible but no later than within five (5) working days of the occurrence of such non-attributable breach, submitting the necessary evidence.

**9.5** If Supplier has alleged that one or several of its breaches cannot be attributed to Supplier and Planon accepts this allegation, Planon has nevertheless the right to terminate the Agreement. In that case the Parties will not charge each other for any loss or damage.

## 10 Warranties and Representations

**10.1** Supplier warrants and represents that the Goods, Software and/or Services, and, if applicable, any installation/assembly thereof, to be provided by Supplier comply with the agreed specifications and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship.

**10.2** Supplier warrants and represents that the Goods, Software and/or Services will be complete and ready for use. Supplier ensures that any and all related to the Goods, Software and/or Services auxiliary materials, tools, spare parts, operating instructions and user manuals, necessary to realise the purpose stated in writing by Planon, even if not specified, will be supplied as well.

**10.3** Supplier warrants and represents that the Goods, Software and/or Services provided meet all relevant statutory

requirements relating to quality, the environment, the protection of personal data, safety and health.

**10.4** If Planon establishes that the Goods, Software and/or Services supplied do not comply (in whole or in part) with Supplier's warranties and representations as set out in paragraphs 1 to 3 of this article, Supplier will be in default unless it can demonstrate that this breach cannot be attributed to Supplier.

**10.5** Supplier warrants and represents during the Agreement, and/or, failing that, for at least two years from commissioning, the absence of any visible or invisible defects.

**10.6** Supplier warrants and represents that Planon is entitled to obtain similar Goods, Software and/or Services from third parties.

## 11 Intellectual Property Rights

**11.1** Supplier represents and warrants for the free and uninterrupted use by Planon of the Goods, Software and/or Services delivered and/or provided. Supplier indemnifies Planon against the financial consequences of third party claims on account of infringement of any third party patent, intellectual and industrial property rights.

**11.2** Supplier has the right to use the information provided by Planon, however only in connection with the Agreement. Such information is and remains the property of Planon.

**11.3** Intellectual property rights developed in respect of the Services and/or Customized Software to be provided by Supplier are held exclusively by Planon. To the extent necessary, these rights are hereby – free of charge - transferred to Planon by Supplier. Supplier is obliged to provide Planon with all the information and assistance necessary for the transfer and/or establishment of these rights, without being able to attach conditions to this. If for such a transfer signature of certain documents is required, then Supplier shall at first request of Planon cooperate and sign such documents.

**11.4** Planon shall retain all rights in any samples, data, works, materials, intellectual and other property provided by Planon to Supplier. All rights in and titles to the Goods and/or Software shall become Planon's property. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this article.

## 12 Documentation

**12.1** Supplier is required to make any accompanying documentation available to Planon before or upon Delivery.

**12.2** Upon Delivery the Goods must be accompanied by a packing note (in duplicate) quoting:

- The numbers to be delivered and delivered;
- Weight;
- Description of the Goods;
- Purchase number;
- Contract number.

**12.3** Upon Delivery the packing note must be signed by a competent representative of Planon.

**12.4** Planon is free to use this documentation, including reproduction for own use.

## 13 Liability

**13.1** Supplier is liable for any direct and indirect loss or damage(s) that may arise in connection with the execution of the obligations under the Agreement and/or the Delivery including but not limited to consequential loss, personal injury,

and loss or damage caused by a defect in the Goods, Software and/or Services supplied by Supplier.

**13.2** The liability of Supplier as referred to in these Conditions of Purchase include liability for all loss and damage caused by third parties as referred to in article 4 of these Conditions of Purchase.

**13.3** Supplier indemnifies Planon against all financial consequences of third party claims in connection with Supplier's obligations under the Agreement.

**13.4** Supplier takes out adequate insurance to cover risks. Upon the first request of Planon to that effect, Supplier must grant Planon access to the relevant policy.

#### **14 Risk and Property**

**14.1** The property of the Goods – free of third party rights – will pass to Planon after they have been delivered and, if necessary, installed or assembled.

**14.2** Any materials made available by Planon to Supplier for the execution of the latter's obligations, such as raw materials, auxiliary materials, tools, drawings, specifications and software, will remain the property of Planon. Supplier will keep those materials separate from objects that are the property of Supplier or third parties. Supplier will mark those materials as the property of Planon.

**14.3** When materials such as aforementioned have been incorporated into Goods of Supplier, a new good will be created that will be the property of Planon. This applies without prejudice to article 14.4.

**14.4** The risk of damage to or loss of the Goods will pass to Planon upon Delivery and Acceptation of the Goods. In the event of rejection, the risk and property are deemed never to have been transferred to Planon.

#### **15 Taxes and National Insurance Contributions**

**15.1** Supplier undertakes to respect all of its employees and deployed third parties to set the wage tax, insurance premiums people and employee insurance premiums to be paid to the competent authorities. Available to Planon Supplier is also responsible for the timely and complete declaration of this.

**15.2** Supplier shall indemnify Planon on all claims for payment of taxes and/or premiums, including the related interest, fees and penalties, for the people under the Agreement deployed to the authorities.

#### **16 Confidentiality and Prohibition on Disclosure**

**16.1** Supplier will keep the existence, nature and specifics of the Agreement confidential as well as any other business data, in whatever form, and not disclose the same without the written consent of Planon. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect Planon's information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of Planon and Supplier shall, upon Planon's demand, promptly return to Planon all such information and shall not retain any copy thereof.

**16.2** Supplier shall, without the prior written permission of Planon, not use the name and/or logo and use those names and/or logo in publications or advertisements in magazines, newspapers, websites, brochures, presentation material reports or other publications.

**16.3** Supplier will also impose the obligations referred to in this article on their employees and on third parties involved in the execution of the Agreement.

**16.4** The confidentiality obligation and the prohibition on publication referred to in this article shall continue to be in force for the duration of five (5) years following the termination of the Agreement.

#### **17 Data Protection**

**17.1** Each Party shall process personal data in accordance with the General Data Protection Regulation (EU 2016/679) (GDPR) and any applicable national implementing laws, regulations and secondary legislation ("**Data Protection Legislation**") as amended from time to time. Terms used throughout this article including "data controller", "data processor", "data subject", "personal data" and "processing" are as defined in the Data Protection Legislation. Supplier warrants and represents its compliance with the Data Protection Legislation. Supplier shall, in relation to any personal data processed in connection with the performance by Supplier of its obligations under these conditions:

- process that personal data only on the written instructions of Planon, unless Supplier is otherwise required by Data Protection Legislation to process personal data. Where Supplier is relying on the Data Protection Legislation as the basis for processing personal data, Supplier shall promptly notify Planon of this before performing the processing required by the Data Protection Legislation;
- ensure that it has in place all appropriate technical and organizational measures as required under Data Protection Legislation, reviewed and approved by Planon (where required by Planon), to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Those measures will include pseudonymizing and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by Supplier;
- ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- assist Planon, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation including but not limited to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify Planon promptly and without undue delay, and at the latest within twenty-four (24) hours, on becoming aware of a personal data breach via [privacy@planonsoftware.com](mailto:privacy@planonsoftware.com) including the information as required according article 33 of the GDPR;
- at Planon's sole discretion, delete or return personal data and copies thereof to Planon on termination of the Agreement. In any event, no personal data shall be retained by Supplier longer than it is necessary for the purposes for which the personal data are processed;
- complete and accurate records and information to demonstrate its compliance with this article and allow for audits by Planon or Planon's designated auditor;

- at the request of Planon enter into a data processing agreement with Planon on such terms as may be required by Planon;

- not transfer any personal data outside of the European Economic Area unless the prior written consent of Planon has been obtained and an adequate transfer mechanism is in place.

**17.2** Notwithstanding any other provision of the Agreement, Supplier shall indemnify Planon against all claims, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Planon arising out of or in connection with the processing of the personal data under the Agreement by Supplier or any Supplier appointed third party processor.

**17.3** The provisions set forth in this article 17 shall survive any expiration or termination of the Agreement for an indefinite period of time.

## 18 Acceptation

**18.1** Planon accepts the Delivery of Goods, Software and/or Services by means of a written notice ("**Acceptation**"). Payment by Planon of any invoice does not imply any Acceptation.

**18.2** The applicable purchase manager of Planon is the authorized employee of Planon to provide the Acceptation.

**18.3** If Supplier fails to comply with its obligations under this Agreement, Planon has the right to buy the Goods, Software and/or Services required from a third party, or to take action or cause others to take action at the risk and expense of Supplier.

**18.4** If Planon does not accept any of the Goods, Planon shall notify Supplier of such rejection. Within two (2) weeks from such notification, Supplier shall collect the Goods from Planon at its own expense. If Supplier does not collect the Goods within said two (2) week period, Planon may have the Goods delivered to Supplier at Supplier's cost, or with Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy Planon may have under the Agreement or at law. Goods not accepted but already paid by Planon shall be reimbursed by Supplier to Planon and Planon shall have no payment obligation for any Good not accepted.

## 19 Inspection

**19.1** Planon has the right to (cause others to) inspect the Goods at all times, during production, processing, treatment and storage and after Delivery. This applies equally to products supplied by any subcontractor. Inspection of the products shall not constitute Delivery or Acceptation.

**19.2** Upon the first request to that end Supplier will grant Planon or its representative access to the place of production, processing, treatment or storage. Supplier will cooperate in the inspection free of charge.

**19.3** If due to Supplier an inspection as referred to in this article cannot be performed at the intended time or if re-inspection is necessary, Supplier will bear its own costs.

## 20 Packaging

**20.1** The Goods must be properly packaged and secured, such that they will reach their destination in good order if transported normally.

**20.2** All Goods delivered to Planon must be provided with labels and/or designations clearly identifying the products.

**20.3** Supplier will always carefully follow all Planon's instructions for Delivery.

**20.4** Supplier is responsible for compliance with national, international and supranational regulations relating to the packaging and transport of the Goods and indemnifies Planon against any loss, damage or costs in that respect.

**20.5** Planon has the right at all times to return the (transport) packaging materials to Supplier for the latter's account.

**20.6** Supplier is responsible for the processing or destruction of (transport) packaging materials. The processing or destruction of packaging materials at the request of Supplier will be at the risk and expense of Supplier.

## 21 Termination

**21.1** In the event of (i) non-compliance by Supplier with its obligations under the Agreement or other agreements arising there from, and in the event of (ii) Supplier's bankruptcy or an application therefor, (iii) suspension of payments and, in the event of (iv) discontinuation of its business, (v) revocation of licences, (vi) attachment of (part of) Supplier's business property or goods intended for the execution of the Agreement, (vii) winding-up or (viii) change of ownership or (ix) any similar condition of Supplier's business, Supplier will be in default by operation of the law.

**21.2** Without prejudice to all other rights Planon may terminate the Agreement and/or (outstanding) order(s) in whole or in part if Supplier or one of its subordinates or representatives offers or has offered or granted any benefit to an individual who is part of Planon's business or to one of Planon's subordinates or representatives.

**21.3** In the above events Planon has the right to unilaterally terminate the Agreement and/or (outstanding) order(s) in whole or in part without any notice of default and judicial intervention.

**21.4** Termination is effected by registered letter or bailiff's notification to Supplier.

## 22 Environment environmental, social and corporate governance

**22.1** Supplier warrants and represents that Supplier and its employees as well as any third parties engaged by Supplier comply with the applicable laws and regulations with respect to environmental, social and corporate governance ("**ESG**") and Planon's policies and/or guidelines regarding ESG which includes amongst others, health, safety, human rights, working conditions, diversity and inclusion, environment, anti-bribery & anti-corruption, export control and cyber security requirements as expected from suppliers by Planon which are, amongst others, set forth on the Planon Trust Center which is available via the following link and may be updated from time to time: <https://planonsoftware.com/uk/trustcenter/corporatesocial-responsibility>. If any provision(s) of these Conditions of Purchase conflicts with the aforementioned provisions, then the aforementioned provisions will prevail, unless the provision(s) these Conditions of Purchase clearly indicate otherwise.

## 23 Disputes and General

**23.1** Any disputes between the Parties, including any disputes that are regarded as such by just one of the Parties, will be settled by mutual agreement where possible.

**23.2** If the Parties fail to reach agreement, disputes will be resolved by the competent court in the district in which Planon has its place of business. If Supplier is located outside the European Union the Parties irrevocably consent to settle any

dispute or action arising out of or in connection with this Conditions of Purchase as well as any (tort) claims related to the Agreement, in accordance with the Arbitration Regulations of SGOA (Stichting Geschillenoplossing Automatisering, or 'foundation for the resolution of ICT disputes'), which has its registered office in The Hague. Arbitration will take place in Nijmegen. The arbitration will be conducted in English.

**23.3** If one or more provisions of these Conditions of Purchase prove to be null and void or is declared void, the other provisions of these Conditions of Purchase shall remain fully effective and Parties will consult to agree on a new provision to replace the void provision, whose purpose and purport should be approximated as much as possible.

**23.4** No waiver of any kind under the Agreement will be deemed effective unless set forth in writing and signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform will be deemed to be a waiver or authorization of any other breach or failure to perform or of any other right arising under the Agreement.

**23.5** Supplier shall maintain complete and accurate records and information to demonstrate its compliance with its obligations under these Conditions of Purchase and/or the Agreement and allow for audits by Planon or Planon's designated auditor.

## 24 Applicable Law

**24.1** These terms and conditions and all associated agreements are governed exclusively by the laws of the Netherlands. Foreign laws and treaties, such as the Vienna Sales Convention, are hereby explicitly excluded.

## 25 Location and Change in Conditions of Purchase

**25.1** These Conditions of Purchase are to be found at <https://planonsoftware.com/nl/purchasetermsv23.12>.

**25.2** Planon is at all times entitled to change these Conditions of Purchase, in the event of such a change Supplier shall be informed, the change(s) are then effective thirty (30) days after this notice to Supplier. Amendments to these Conditions of Purchase shall also apply to Agreements already concluded between Planon and Supplier. The version most recently filed will always apply or, as the case may be, the version that applied when the legal relationship with Planon was established.

**25.3** The English text of these Conditions of Purchase will be decisive in their interpretation.

## Special Conditions in respect of Software

### 26 Definitions

**26.1** In addition to article 1 of the general Conditions of Purchase, the following terms used in the special conditions will have the meanings shown below:

**"Standard Software"** means the Software modules which Supplier provided to Planon under this Agreement, for which the right of use has been obtained, not being Customized Software; **"Customized Software"** means software that is not Standard Software but rather was or is being developed for Planon by or on behalf of Supplier or Supplier licensors and is referred to as such in the Agreement made with Planon.

### 27 Applicability

**27.1** These special conditions apply in addition to the general Conditions of Purchase.

**27.2** In the event of any conflict between an article of the general conditions and an article of the special conditions, the article of the special conditions will take precedence.

## 28 Supplier's Duties

**28.1** Supplier shall make the Software available to Planon ready for use, in compliance with the Agreement.

**28.2** Supplier is responsible for the compatibility of the Software with the computer system and/or environment of Planon.

**28.3** Unless agreed differently in writing, an Agreement covering Software comprises at least:

- a. the specifications, to be determined in cooperation with Planon, of the functions to be included in the Software;
- b. the availability of the Software on the basis of the functions mentioned under a;
- c. the testing and, if necessary, correcting of the Software;
- d. the installation, by Supplier, of the Software in the agreed computer system (both in a testing environment and in the final production environment);
- e. the criteria to successfully pass the acceptance test;
- f. the training for use;
- g. the documentation, both in digital form and as hard copy, required for use and maintenance.

## 29 Acceptance Test

**29.1** Planon has the right to test the Software after Delivery before proceeding to Acceptation.

**29.2** If there are any defects found during an acceptance test, then Supplier shall repair the reported defect within a reasonable term and free of charge. If Supplier does not succeed in timely and/or properly repairing the defect, Planon has the right to, without further notice of default, terminate the Agreement and if applicable, any already paid fees for Software and/or related Services will be reimbursed to Planon in such event.

## 30 Software Guarantee

**30.1** Supplier guarantees that the Software is suitable for the purposes specified in the Agreement. Technical and functional characteristics of the Software will at least satisfy the specifications agreed or promised by Supplier.

**30.2** Supplier guarantees that for a period of one (1) year after the date of Acceptation it will remedy without delay and at its own expense all defects that occur during this guarantee period.

**30.3** Defects are understood to be any failure in the Software where it does not meet its requirements or specifications.

**30.4** If Supplier does not succeed in timely and/or properly repairing the defect, Planon is entitled to, without further notice of default, terminate the Agreement and if applicable, any already paid fees for Software and/or related Services will be reimbursed to Planon in such event.

## 31 Property of Customized Software

**31.1** All intellectual property rights on Customized Software and its documentation shall be vested with Planon after Acceptation.

**31.2** Upon completion of the Customized Software - or an update, upgrade or new release of that Software - Supplier shall send Planon the source and object code and accompanying documentation.

## 32 Right of Use

**32.1** Supplier guarantees Planon the perpetual (or if a specific duration has been agreed between the Parties for that specific duration), irrevocable and undisturbed right to have the Standard Software used by Planon, in accordance with the provisions of the Agreement. The right of use also applies to new and updated versions, if Planon is entitled to receive them.

**32.2** Planon shall be permitted:

- to use all functionalities of the Software that are accessible to Planon, even if they are not mentioned in the documentation;
- to use the Software for the purpose of tests, the preparation of implementation or development activities;
- in the event of a Software failure to temporarily use the Software on equipment other than that for which the right of use was originally granted (alternative use);
- to make so-called backup copies of the Software as often as it deems necessary for its business operations. Planon will not provide copies to persons who are not authorized to use it;
- to use the Software without any limitation or restriction as to place, equipment, duration or otherwise, including its use by third parties for the benefit of Planon.

**33 Escrow**

**33.1** At Planon's first request, an escrow agreement is concluded with Supplier regarding the Software, including but not limited to updates and/or upgrades thereto or new Software as well as, if applicable, any data hosted by Supplier on behalf of Planon.

**34 Maintenance**

**34.1** Supplier undertakes to agree on maintenance of the Software with Planon upon Planon's first request.

**34.2** Even if maintenance is not agreed until after the formation of the Agreement, the general Conditions of Purchase and these special conditions apply to it.

**35 Contents Maintenance**

**35.1** Supplier shall perform maintenance of the Software for the agreed fee for at least the term of the Agreement.

**35.2** Unless otherwise agreed, maintenance includes at least the following services:

- Corrective maintenance: the detection and repair of defects in the Software and the provision of improved versions to remedy defects, after they have been reported by Planon or become known to Supplier in some other way;
- Preventive maintenance: taking measures by Supplier to prevent malfunctions. As part of preventive maintenance, Supplier will examine the Software regularly, and at least once every six (6) months, to check that it functions properly;
- Innovative maintenance: the modification of parts of the Software to increase reliability, change functions, or add new functions, including making new versions available;
- User support: the provision of assistance in remedying defects as well as advice on the use and functioning of the Software;
- Security and privacy maintenance: the provision of assistance with respect to security and/or privacy risks perceived to be caused by the Software.

**35.3** Within the scope of maintenance, Supplier shall in any case be available during office hours.

**36 Place and Time for Maintenance**

**36.1** Supplier shall carry out maintenance remotely. Only if reasonably necessary the maintenance will be performed at Planon.

**36.2** Maintenance that may cause a disruption to Planon's work process shall, in principle, be performed outside Planon's working hours. If disruption is unavoidable, Supplier shall notify Planon thereof without undue delay before commencing the maintenance.

**36.3** Supplier is obliged to obtain itself with the materials required to perform the maintenance in a timely manner.

**37 Maintenance of Customized Software**

**37.1** If Planon maintains Customized Software itself or has it maintained by a third party, Supplier shall, upon request, provide Planon with support for a fee at market rates. Supplier shall provide the necessary (additional) information on request to Planon or to a third party engaged by it for that purpose.

**Special Conditions in respect of environmental, social and corporate governance ("ESG Requirements")**

**38 ESG REQUIREMENTS**

**38.1** Supplier acknowledges that environmental, social and corporate governance compliance as set forth in these Conditions of Purchase is critical for Planon in procuring the Goods, Software and/or Services from Supplier. Therefore, Supplier acknowledges that it is fully aware of, and knowledgeable about the applicable environmental, social and corporate governance compliance laws and regulations and these ESG Requirements. The obligations for Supplier as set forth in these ESG Requirements shall constitute essential obligations of Supplier in providing the Goods, Software and/or Services to Planon, and do apply to any of Supplier's subcontractors and their subcontractors as well.

**39 HEALTH, SAFETY, HUMAN RIGHTS, WORKING CONDITIONS, DIVERSITY AND INCLUSION**

**39.1** Supplier shall comply with:

- (a) the applicable laws and regulations with respect to health, safety, human rights, working conditions, diversity and inclusion and non-discrimination because of race, color, sex, national origin, physical or mental handicap; and
- (b) Planon's then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon's Ethics Policy.

**40 ENVIRONMENT**

**40.1** Supplier shall comply with:

- (a) the applicable laws and regulations with respect to environmental regulations;
- (b) Planon's then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon Environmental Policy.
- (c) the OECD's Guidelines on Sustainable Development, which may be consulted on the following website: <http://www.oecd.org/dac/sustainable-development-goals.htm>; and
- (d) the rules defined in ISO 14001 standard.

**41 ANTI-BRIBERY AND ANTI-CORRUPTION**

**41.1** Supplier shall comply with:

(a) the applicable laws and regulations with respect to anti-bribery and anti-corruption;

(b) Planon's then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon's Ethics Policy.

**41.2** Supplier acknowledges that Planon is committed to eliminating all risk of bribery and corruption, influence peddling, money laundering and tax evasion or the facilitation thereof in its business activities. Supplier must immediately notify Planon of any suspected, or known, breaches of any applicable laws which prohibit the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or advisor of such person.

**41.3** Supplier represents and warrants that nor Supplier nor one of Supplier's employees, beneficial owners, shareholders, or any other person who is involved in or will benefit from the performance of the Order or has an interest in Supplier:

(a) is a so-called "Politically Exposed Person" or "PEP" meaning any natural person who is or has been entrusted with a prominent public function and any immediate family members, or persons known to be close associates with such person. The definition includes but is not limited to senior officials of central and local government, members of parliament, senior executives of state-owned enterprises and international organizations, judicial or military officials and high-ranking political party officials;

(b) is an official or employee of Planon or one of its affiliates; or

(c) has been convicted of, or otherwise been subjected to any administrative sanction or penalty for, any offence involving fraud, bribery, corruption, influence-peddling, money laundering, or any other criminal offence involving dishonesty as an element and/or listed on a sanction list maintained by the United Nations, the European Union, the United States of America, the international financial institutions and any such other sanction lists Planon may from time to time deem relevant and appropriate. Supplier will immediately notify Planon if any such individuals are the subject of any investigation into any such offenses.

**41.4** Supplier undertakes and covenants to Planon that it shall not, alone or in conjunction with any other person, directly or indirectly, offer, pay, give, promise Planon to pay or give, or authorize the payment or giving of any money, gift, undue advantage, or anything of value to any employee, official or authorized representatives of Planon.

## 42 EXPORT CONTROL

**42.1** Supplier shall comply with:

(a) the applicable laws and regulations with respect to import and export of the Goods, Software and/or Services;

(b) Planon's then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon Code of Conduct for Suppliers.

**42.2** Supplier agrees to obtain, if applicable, all necessary import, export and re-export permits or licenses at Supplier's expense to ensure that Planon enjoys the full benefit under the relevant Order and these ESG Requirements. Further, Supplier shall provide Planon with the information regarding any applicable import requirements and/or export controls rules and required permits or licenses for the Supplies to be shipped, in writing within three (3) working days from the receipt of Order.

Supplier shall also notify Planon in writing of any changes to such import requirements and/or export and re-export controls regulations and/or permit or licensing requirements which may affect Planon's benefits under the Order.

**42.3** The contractual delivery date is understood as being when the Goods and/or Software have arrived and been unloaded at the delivery address specified in the Order according to the DDP Incoterm (Incoterms ICC 2020). It is a fundamental term of the Order and time of delivery is of the essence. The effective delivery date is the date stamped by the receiving person/entity of the Goods, Software and/or Services on the receipt slip (or delivery slip), duly signed by one of its authorized representatives. No early deliveries may be made without Planon's prior written agreement.

## 43 CYBER-SECURITY

**43.1** Supplier shall comply with:

(a) the applicable laws and regulations with respect to (cyber)security of the Goods, Software and/or Services;

(b) Planon's then-current corporate policies located at <https://planonsoftware.com/uk/trustcenter/corporate-social-responsibility/>, including but not limited to Planon Code of Conduct for Suppliers;

(c) ISO27001 standards or such other alternative standards that are substantially equivalent to ISO27001 with respect to the Goods, Software and/or Services unless otherwise agreed between the Parties.

## 44 INDEMNITY

**44.1** Supplier will indemnify, keep indemnified and hold Planon harmless in full and on demand from and against all liabilities (including any tax liability) direct, in direct and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis) judgments and costs (including costs of enforcement) and expenses which Planon incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with a breach of, or a failure to perform, or a delay in performance or negligent performance of, any of Supplier's obligations under these ESG Requirements or the Order.

## 45 INSPECTION AND AUDIT

**45.1** At Planon's request, Supplier shall sign and/or provide Planon with all supporting documents deemed required by Planon during the legal timeframe for retaining documents. Planon reserves the right to conduct, directly or through any representative duly authorized by Planon, any inspection of Supplier and/or the Supplies, including at the premises of Supplier or its main subcontractors, provided that Planon gives reasonable prior notice and conducts the inspection during the normal opening times of Supplier/those sub-contractors (or at any time in the event of an emergency), in order to:

(a) examine Supplier's procurement records;

(b) inspect, in any manner, the works and/or services making up the Goods, Software and/or Services, in the process of being made;

(c) inspect, in any manner, the quality, manufacturing and test data for the Goods, Software and/or Services; and

(d) inspect, in any manner, Supplier's actual compliance with its undertakings and/or obligations under the Order and/or these ESG Requirements.

## 46 TERMINATION

**46.1** If Supplier fails to fulfil any of its undertakings and/or obligations under the Order and/or these ESG Requirements, Planon may terminate the Order without any need for any other formality, fifteen (15) calendar days after formal notice, provided that following such termination:

- (a) any article(s) which expressly or impliedly continue to have effect after expiry or termination will continue in force;
- (b) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach), liabilities and/or indemnities which have accrued prior to the date of expiry of termination.

#### **47 INSURANCE**

**47.1** At Planon's request, and in any case within ten (10) days from Order acceptance, Supplier shall provide all certificate(s) of insurance to be issued by its insurers, covering to a reasonable extent the risks associated with the fulfilment of the Order and, in all cases for a minimum insured amount of five million Euro (€5.000.000) and to obtain, at its own expense, any reasonable additional cover that Planon deems necessary based on the risks associated with the fulfilment of the Order.