



GENERAL PURCHASE CONDITIONS VODAFONEZIGGO

1 October 2022

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Part A General Provisions

The provisions in Part A apply to the purchase of goods, services and/or software.

1. **Definitions and interpretations**
 - 1.1. **Documentation:** all documents, including quality, inspection and guarantee certificates, drawings, maintenance and instruction manuals and user's guides (in Dutch or English) that are required to exploit/use the Deliverable fully and properly.
 - 1.2. **Auxiliary Tools:** all instruments, facilities, procedures, processes and services (including relevant human resources) that are required to exploit/use the Deliverable fully and properly.
 - 1.3. **Purchase Order:** every written order by VodafoneZiggo to Supplier to buy, deliver, carry out and/or fulfil goods, services and/or software including the applicable purchase order number.
 - 1.4. **Purchase Terms:** these general purchase conditions of VodafoneZiggo (version 1 October 2022).
 - 1.5. **Intellectual Property Rights:** all registered and non-registered intellectual and industrial property rights (including copyrights, personality rights, database rights, neighbouring rights, patent rights, trade name rights and trademark rights, rights with respect to know-how, registered and non-registered models), as well as all similar rights and rights ensuing from licences, permissions or other applications pertaining to all preceding rights.
 - 1.6. **Supplier:** the contracting party of VodafoneZiggo under an Agreement.
 - 1.7. **Custom-built Software:** software that is tailor-made and designed for VodafoneZiggo, including all software not being standard software and all work pertaining to or ensuing from it including source and object code(s), technical documentation, specifications, data models, relevant algorithms of software, methods and technologies, as well as all modifications of the above, everything in such a way that it enables VodafoneZiggo to understand, maintain and to develop the Custom-built Software and the accompanying work.
 - 1.8. **Maintenance and Support:** all services in the field of maintenance of Software and support of users of Software used by VodafoneZiggo.
 - 1.9. **Agreement:** every agreement, including appendices, supplements and/or subsequent amendments and changes, between VodafoneZiggo and the Supplier to which these purchase conditions apply or will apply. These Purchase Terms are deemed to be incorporated in such an agreement.
 - 1.10. **Deliverable:** the goods to be supplied, the Software to be delivered, the services to be performed and/or any other work to be carried out by Supplier, as referred to in the Agreement.
 - 1.11. **Software:** Standard Software and Custom-built Software.
 - 1.12. **Standard Software:** software that Supplier generally offers to customers in unaltered form, including user documentation of this software, as well as all modifications of all the above.
 - 1.13. **Malfunctions:** all (functional or technical) faults, defects, imperfections in the Software or anomalies found in the use of the Software, that are not compliant with the functional or technical specifications of the Software as agreed between the parties or as indicated by Supplier.
 - 1.14. **Processor:** a 'processor' as defined in the EU General Data Protection Regulation (GDPR).
 - 1.15. **Processing Agreement:** the VodafoneZiggo processing agreement between VodafoneZiggo (*controller*) and Supplier (*processor*).
 - 1.16. **VodafoneZiggo:** the legal entity VodafoneZiggo Groep Holding B.V., including Vodafone Libertel B.V., Ziggo B.V., Ziggo Services B.V., Ziggo Zakelijk Services B.V. and/or all other group entities of VodafoneZiggo Groep Holding B.V. as described in Book 2, Section 24b of the Dutch Civil Code.



- 1.17. **Self-employed Professional(s):** person(s) not employed by Supplier or a third party, including among others the director and principal shareholder employed by his company, in case such company has no other people in employment.
- 1.18. **personnel** of Supplier is also understood to mean third parties engaged by or on behalf of Supplier in the execution of the Agreement, including but not limited to subcontractors (and their personnel) and Self-employed Professionals.
- 1.19. **written** is also understood to mean messages sent by email or any other electronic way that have reached VodafoneZiggo or Supplier.
2. **Applicability**
- 2.1. These Purchase Terms apply to all legal relationships (including requests, quotations, offers, order confirmations, orders, Purchase Orders, contracts and all other legal relationships) between VodafoneZiggo and Supplier relating to the Deliverable.
- 2.2. General terms and conditions of Supplier, however described and in whatever form, are not applicable and are expressly excluded.
- 2.3. Supplier can only assert its rights under an Agreement with respect to the VodafoneZiggo entity that has concluded the Agreement. The rights arising from the Agreement can be invoked by VodafoneZiggo for the benefit of all group entities of VodafoneZiggo.
- 2.4. Any deviations from these Purchase Terms or amendments to the Agreement can only be agreed upon in writing and come into force after legally valid signatures from both parties. Amendments to the Agreement have no consequences for Deliverables already provided.
- 2.5. In the case of conflict between a written provision in the Agreement and a provision in these purchase conditions, the provision in the Agreement prevails.
- In the case of conflict between the Dutch text of these Purchase Terms and any translations thereof, the Dutch version prevails.
- 2.6. VodafoneZiggo has the right to amend these Purchase Terms unilaterally. In that case VodafoneZiggo will timely inform Supplier about these amendments in writing, including the date of entry into force. The thus amended Purchase Terms are applicable to all legal relationships entered into by VodafoneZiggo and Supplier after the date the amended Purchase Terms have come into force.
3. **Offers, formation, contents agreements and modifications**
- 3.1. A request (for an offer) or any other invitation to make an offer is not binding for VodafoneZiggo.
- 3.2. All offers or proposals from Supplier are irrevocable and cannot be changed within a period of at least 60 (sixty) working days after receipt by VodafoneZiggo. VodafoneZiggo is not obliged to reimburse the expenses of offers or proposals.
- 3.3. VodafoneZiggo is entitled to terminate negotiations with Supplier at any time, without stating reasons and without being obliged to continue the negotiations or reimburse any ensuing damage or costs.
- 3.4. An Agreement between VodafoneZiggo and Supplier becomes effective if:
- a) Supplier has explicitly accepted the Purchase Order;
- b) Supplier executes the Purchase Order, or;
- c) Supplier has not explicitly refused the Purchase Order within 5 (five) working days following its receipt.
- 3.5. If VodafoneZiggo before, during the negotiations, at the conclusion or during the execution of the Agreement refers to additional specifications, instructions or documents, these are part of the Agreement.
- 3.6. Supplier is obliged to immediately check any request (for an offer) or Purchase



- Order from VodafoneZiggo, including the Agreement, for mistakes, uncertainties or incompleteness. In case of mistakes, uncertainties or incompleteness Supplier must inform VodafoneZiggo immediately. In any such case, Supplier will present VodafoneZiggo with proposals for improvements and modifications that, after written approval by VodafoneZiggo, will be part of the Agreement.
- 3.7. VodafoneZiggo can always request a change of the Deliverable. Supplier can only refuse such a request if:
- implementing the change results in a material change in the nature and scope of the Deliverable that is unacceptable for Supplier in accordance with the standards of reasonableness and fairness;
 - Supplier has insufficient knowledge and/or capacity to comply with the change; or
 - implementing the change endangers the safe provision of the Deliverable or the safety of the people involved.
- 3.8. Supplier is obliged to comply with all other reasonable requests by VodafoneZiggo with regard to the purchase process.
4. **Prices, invoicing and payment**
- 4.1. All prices and fees agreed upon are fixed (unchanging), valid for the duration of the Agreement and are stated in euros, excluding turnover tax (VAT), but including all other taxes, excise duties, levies, expenses, additional and incidental charges (including packaging costs and travel and accommodation expenses). Supplier is entitled to invoice VodafoneZiggo solely for the agreed specified prices and fees.
- 4.2. Supplier will send an invoice to VodafoneZiggo within 30 (thirty) calendar days after provision of the Deliverable or, where applicable, acceptance of the Deliverable (as described in article 11 (Acceptance and Inspection) of the Purchase Terms).
- 4.3. Every invoice of Supplier must meet all requirements of applicable legislation and regulations and the billing requirements of VodafoneZiggo, which can be found on www.vodafoneziggo.nl/voorwaarden. If the invoice of Supplier does not meet these requirements, VodafoneZiggo is not obliged to pay such invoice.
- 4.4. Additional work is reported to VodafoneZiggo by Supplier promptly and in advance. Additional work and costs are only eligible for reimbursement if VodafoneZiggo has given its written order and approval for such work. Supplementary or altered work that Supplier ought to have planned prior to or during the conclusion of the Agreement are not regarded as additional work.
- 4.5. Upon request of VodafoneZiggo, Supplier shall send the invoice electronically to an email address provided by VodafoneZiggo or make the invoice available via an electronic purchase system indicated by VodafoneZiggo.
- 4.6. In case of overdue payment by VodafoneZiggo of an undisputed invoice (or part thereof) within 14 (fourteen) working days after a written payment notice by Supplier, Supplier is only entitled to payment of the statutory default interest (under Book 6, Section 119 of the Dutch Civil Code), with a maximum of 3% (three percent) of the undisputed and unpaid invoice amount on an annual basis.
- 4.7. Payment by VodafoneZiggo is not due until the Agreement has been completely and correctly executed and performed.
- 4.8. Unless otherwise provided by law, VodafoneZiggo will pay the invoice within 60 (sixty) calendar days of receipt.
- 4.9. If Supplier has agreed to supply the same Deliverable to another VodafoneZiggo entity (not being the entity that has concluded the Agreement) at different, more



- favourable prices/costs than the prices/costs that are mentioned in the Agreement, Supplier is obliged to charge these more favourable prices/costs to VodafoneZiggo. In that case these more favourable prices/costs automatically replace the original prices/costs mentioned in the Agreement.
- 4.10. All rights of action of Supplier against VodafoneZiggo (including payment of the provided Deliverable) expire within a period of 1 (one) year, from the moment the claim has become due and payable or, if sooner, at the time of Supplier becoming aware of the claim.
- 4.11. Payment of an invoice by VodafoneZiggo does in no way imply that VodafoneZiggo acknowledges that the invoice and/or Deliverable fulfils the Agreement or that VodafoneZiggo waives its rights in any way. Payment by VodafoneZiggo does not release Supplier from any obligation it is bound to towards VodafoneZiggo.
- 4.12. VodafoneZiggo is always entitled to offset claims by Supplier towards VodafoneZiggo against claims VodafoneZiggo has, for whatever reason, towards Supplier or its group entities (as described in Book 2, Section 24b of the Dutch Civil Code), irrespective of whether these claims are due and payable and/or can be easily ascertained (judicially). Without prejudicing its other rights, and in addition to the above, VodafoneZiggo can also charge and offset any (extra)judicial costs it has incurred in order to claim repayment in the above-mentioned context. Invocation by Supplier of Book 6, Section 136 of the Dutch Civil Code is excluded.
- 4.13. Supplier is not entitled to offset claims it has towards VodafoneZiggo against claims VodafoneZiggo has towards Supplier.
- 4.14. In case VodafoneZiggo disputes an invoice (or part thereof), Supplier is not entitled to reclaim the Deliverable as covered by the invoice (or part thereof)
- or to suspend its obligations under the Agreement.
5. **Quality and guarantees**
- 5.1. Supplier guarantees that the Deliverable provided:
- a) is in accordance with the Agreement;
 - b) has the characteristics and features agreed upon or to be expected;
 - c) is fit/suitable for the intended purpose;
 - d) is of the highest possible quality and free of defects, design, construction, material and manufacturing faults;
 - e) meets all the requirements of applicable legislation and regulations, and complies with the regulations of article 16 (Compliance and Regulations) of these Purchase Terms.
 - f) Supplier guarantees it will perform its obligations under the Agreement in a careful and professional manner, with the care and quality that is to be expected from a professional supplier.
- 5.2. Supplier guarantees that the Deliverable will be supplied and supported by adequately qualified and sufficiently trained personnel that will act with due care and competence as can be expected from a professional supplier. If there are doubts about the qualifications of Supplier's personnel, the latter will be replaced upon first request of VodafoneZiggo. The costs of replacing this personnel are payable by Supplier.
- 5.3. Supplier guarantees to possess all necessary permits, licences, certifications and other documents (for Supplier and its personnel) required by applicable legislation and regulations, in order to fulfil its obligations under the Agreement.
- 5.4. Immediately upon request, Supplier will allow VodafoneZiggo to access the relevant quality assurance systems applied by Supplier in the performance of the Deliverable.
- 5.5. The guarantee period of the Deliverable provided by Supplier will amount to at least 2 (two) years after delivery of the Deliverable or, where applicable, after acceptance of the Deliverable (as



- described in article 11 (Acceptance and inspection) of these Purchase Terms), without leaving all other legal rights of VodafoneZiggo unaffected.. Supplier guarantees to keep sufficient resources and expertise available during the guarantee period for the adequate provision of work carried out under guarantee.
- 5.7. The guarantee as agreed upon (as described in article 5.6 of these Purchase Terms) includes in any case that Supplier will repair all defects reported by Vodafone within the guarantee period as soon as possible (and in any case within 7 (seven) days) and without interruption and, upon request, will take temporary measures. In that case, Supplier will inform VodafoneZiggo about the time needed to repair the defect, the consequences of the defect and remedial measures (in relation to the defective Deliverable), as well as any temporary measures that can be taken. During the guarantee period VodafoneZiggo is entitled (to hire someone) to repair or replace the Deliverable at the expense of Supplier, if, after consultation with Supplier, it is reasonably plausible that Supplier will fail to change, repair or replace the Deliverable or will fail to do so properly, in full and on time. If there are urgent circumstances to do so, VodafoneZiggo is entitled to refrain from this consultation. If under the terms of this guarantee obligation Supplier has changed, repaired or replaced the Deliverable entirely or partly, the full guarantee period will recommence for the Deliverable (in whole or in part).
6. **Intellectual Property Rights**
- 6.1. All Intellectual Property Rights of VodafoneZiggo are and always will be held exclusively by VodafoneZiggo. The use of these Intellectual Property Rights of VodafoneZiggo by Supplier is only allowed with prior explicit written permission from VodafoneZiggo.
- 6.2. Supplier guarantees it is the sole owner of all Intellectual Property Rights concerning the Deliverable and that the Deliverable and all ensuing results are not conflicting with any rights of third parties and are not and will not be encumbered or limited by rights of third parties.
- 6.3. Supplier transfers and provides all Intellectual Property Rights concerning the Deliverable to VodafoneZiggo in full and without charge, which transfer is hereby accepted by VodafoneZiggo. To the extent necessary Supplier undertakes, upon request of VodafoneZiggo, to provide every assistance and carry out any work required for this transfer.
- 6.4. To the extent that the Deliverable provided is already encumbered with existing Intellectual Property Rights or in case the transfer by Supplier of all Intellectual Property rights concerning the Deliverable (as described in article 6.3 of the Purchase Terms) is not possible, Supplier grants VodafoneZiggo, without charge, a perpetual, worldwide, transferable and (sub)licensable right of use of the Deliverable. This right covers any use of the Deliverable, in any form, size or for any purpose whatsoever, including storing, copying, changing, modifying and/or improving the Deliverable. If applicable, VodafoneZiggo is entitled to agree on these (or other types of) licences directly with the third parties concerned, at the expense of Supplier.
- 6.5. In so far as permitted, Supplier also waives all personality rights (as described in article 25 of the Dutch Copyright Act), concerning the Deliverable and all ensuing results.
- 6.6. In case of an (imminent) breach of the provisions in article 6.2 of these Purchase Terms, Supplier will ensure that the business operations of VodafoneZiggo will not be disrupted, interrupted or negatively impacted. In such case, Supplier will immediately replace the (imminently) infringing



- Deliverable (or elements thereof) by another, not infringing equivalent deliverable, or, if applicable, immediately obtain all necessary permissions for the continued, unchanged use of the Deliverable by VodafoneZiggo. All costs incurred by VodafoneZiggo as a result of such an (imminent) infringement, are payable by Supplier.
7. **Confidentiality**
- 7.1. Parties are obliged to keep all information they learn during or in relation to the (potential) conclusion and/or execution of the Agreement, and of which they know or can reasonably suspect the confidential character, strictly confidential and will not share this with third parties in any way. This is not applicable if publication of this information is permitted, required or ordered pursuant to applicable legislation or regulations, a court ruling or by order of a public authority or another competent authority.
- 7.2. All information provided by or on behalf of VodafoneZiggo or information generated by Supplier on behalf of VodafoneZiggo under the Agreement, remains the exclusive property of VodafoneZiggo. Upon first request of VodafoneZiggo, Supplier will immediately return this information to VodafoneZiggo or destroy it without retaining any copies.
- 7.3. Supplier will treat the information as described in article 7.1 of these Purchase Terms as strictly confidential and will use this information solely for the execution of the Agreement. Supplier will adequately protect all confidential information of VodafoneZiggo against publication to third parties, including using a level of protection that is to be expected from a professional supplier.
- 7.4. The existence, the contents and the execution of this Agreement is regarded as strictly confidential. Without prior written permission from VodafoneZiggo, Supplier will share any information about this to third parties.
- 7.5. Supplier undertakes to ensure that its personnel, including all hired auxiliary staff, know and comply with the confidentiality obligations as described in this article.
- 7.6. The confidentiality obligations as described in this article are in force during the term of the Agreement and will remain in force until at least 5 (five) years after its termination.
- 7.7. If the confidentiality obligations as described in this article are infringed, an immediately payable penalty, not subject to mitigation, of EUR 50,000 (fifty thousand euro) is payable by Supplier to VodafoneZiggo for each infringement, without prejudicing other rights of VodafoneZiggo, including the right to full compensation.
8. **Personal data**
- 8.1. If Supplier processes personal data in the context of executing the Agreement, Supplier guarantees to comply with all applicable legislation and regulations with regard to data protection and privacy, including the GDPR and the Telecommunications Act.
- 8.2. If Supplier processes personal data in the context of executing the Agreement as Processor commissioned by VodafoneZiggo, it will do so only on the basis of written instructions by VodafoneZiggo, unless otherwise provided by law. If Supplier is commissioned by VodafoneZiggo to process personal data as Processor, parties will enter into a Processing Agreement to this end.
9. **Information security / Security**
- 9.1. In the execution of the Agreement Supplier applies and maintains suitable technical and organizational measures in the field of information security, to an extent expected from a professional supplier and in accordance with the security requirements of VodafoneZiggo



- which can be found on www.vodafoneziggo.nl/voorwaarden.
- 9.2. Supplier applies and maintains an active information security policy that complies with applicable legislation and regulation and complies or is consistent with high-quality market standards and requirements of information security, like ISO27001, ISAE 3000, ISAE 3402, or other similar information security standards. At least once per calendar year, Supplier provides proof of a periodical check of the information security policy and any subsequent modifications or updates thereof, if necessary.
- 9.3. Upon first request of VodafoneZiggo, Supplier provides an overview of the security measures taken by Supplier, a copy of its information security policy and/or proof of ISO27001, ISAE 3000, ISAE 3402, or other similar certification(s). If such certificates are lacking, Supplier can sufficiently substantiate this deficiency in writing, which substantiation is or is not accepted by VodafoneZiggo.
- 9.4. Supplier guarantees that its personnel, in executing the Deliverable, will comply with the requirements as mentioned in this article 9, unless VodafoneZiggo releases Supplier from this obligation, entirely or partly.
- 9.5. Upon first request of VodafoneZiggo, Supplier provides all reasonable assistance in making additional agreements about information security measures to be applied by Supplier.
10. **Delivery**
- 10.1. All agreed terms, including delivery terms, are strict deadlines for Supplier. Exceeding them means Supplier is immediately in default without further notice of default being required.
- 10.2. As soon as Supplier knows or it is likely that it will fail to fulfil its obligations under the Agreement, Supplier is obliged to immediately inform VodafoneZiggo about this in writing, stating grounds, and take every possible action to ensure that the initial delivery term and/or time is still met.
- 10.3. VodafoneZiggo is entitled to have the delivery of the Deliverable by Supplier postponed.
11. **Acceptance and inspection**
- 11.1. Upon delivery, the Deliverable is subjected to an acceptance procedure upon request of VodafoneZiggo.
- 11.2. At the discretion of VodafoneZiggo (part of) the acceptance procedure can be carried out by an independent agency. When an independent body executes this acceptance procedure, its result is binding on both parties. The costs of executing an acceptance procedure by an independent agency are payable by Supplier.
- 11.3. In case VodafoneZiggo does not accept (part of) the Deliverable according to the acceptance procedure, Supplier will be informed in writing. In that case, VodafoneZiggo is entitled to give Supplier a reasonable period (a term of at least 14 (fourteen) days is by all means reasonable) to enable Supplier to deliver (part of) the Deliverable under the Agreement. If this term is not met, Supplier is in default.
- 11.4. If Supplier is in default in accordance with the provisions of article 11.3, VodafoneZiggo is entitled (i) to terminate the Agreement immediately, without costs and without further notice of default, or (ii) at the risk and expense of Supplier to deliver, remedy or replace the Delivery (in whole or in part), or hire third parties to do so, if – and if possible in consultation with Supplier – it is reasonably plausible that Supplier fails to ensure the delivery, repair or replacement of the Deliverable itself, properly, in full and on time.
- 11.5. Carrying out an acceptance procedure or leaving out such a procedure, cannot be regarded as acceptance, approval or similar agreement by VodafoneZiggo and leaves all rights of VodafoneZiggo unaffected. Carrying out, not or not promptly carrying out an acceptance



procedure has no impact on any liability on the part of Supplier or fault on the part of VodafoneZiggo.

12. **Statement and audit**

12.1 Upon first request of VodafoneZiggo, Supplier provides, at its own expense, a valid annual statement, drawn up by an independent, qualified third party (like a SOC 1 type 2 statement (ISAE3402 or SSAE16)), in which all control measures taken by Supplier (regarding all processes required for the execution of the Agreement) have been reviewed and described. Supplier provides all necessary assistance in making this statement available, including the provision upon request of VodafoneZiggo, of the detailed results of the statement and review. If Supplier does not have such a statement, supplier can sufficiently substantiate this deficiency in writing, which substantiation is or is not accepted by VodafoneZiggo.

12.2 VodafoneZiggo is entitled, during the execution of the Agreement and up to 2 (two) years after its expiry, to have the manner of execution of and compliance with the Agreement by Supplier inspected by means of audit(s). Such an audit will take place by VodafoneZiggo itself or by an external auditor hired by VodafoneZiggo. Supplier will provide all necessary assistance in performing this audit, including the provision of all required information and documentation. The costs of an audit are payable by VodafoneZiggo, unless the audit shows that there are defects in the execution of and compliance with the Agreement by Supplier and/or its personnel, in which case VodafoneZiggo is entitled to pass on the costs of the audit to Supplier.

13. **Transfer, encumbrance and subcontracting**

13.1. Without the prior written permission of VodafoneZiggo, Supplier shall not transfer the Agreement or the ensuing

rights and obligations, in whole or in part, to a third party. VodafoneZiggo has the right, after informing Supplier in writing, to transfer the Agreement with Supplier or the ensuing rights and obligations, in whole or in part, to any group entity of VodafoneZiggo. Supplier herewith cooperates to any such transfer in advance. Any claims of Supplier under the Agreement cannot be encumbered by Supplier and are non-transferable pursuant to Section 83 (2) of Book 3 of the Dutch Civil Code.

13.2. Without the prior written permission of VodafoneZiggo, Supplier shall not outsource the execution of the Agreement to third parties, in whole or in part. If VodafoneZiggo grants this permission, Supplier will remain jointly and severally liable for compliance with the signed Agreement and obligations, including the outsourced execution of the above and compliance with applicable tax and social security legislation.

13.3. VodafoneZiggo has the right to refuse the permissions described in this article 13 without stating reasons, or make these permissions subject to further conditions, including the conditions that:

- a) the third party to which the execution of the Agreement is outsourced, binds itself to all obligations ensuing from this Agreement for Supplier;
- b) VodafoneZiggo receives a copy of the subcontracting agreement and every change to it; and/or
- c) VodafoneZiggo can directly enforce its rights towards that third party, based on a provision in the subcontracting agreement, as if VodafoneZiggo is the Supplier.

14. **Liability, insurance and loan for use**

14.1. Supplier is liable for all damage and costs incurred by VodafoneZiggo as a result of or in connection with a shortcoming in complying with the Agreement, and all acts or omissions, including wrongful acts by Supplier and/or its personnel.



- 14.2. Supplier indemnifies VodafoneZiggo against all possible claims, loss and costs as a result of:
- a) claims from third parties, including personnel of VodafoneZiggo and those otherwise commissioned by VodafoneZiggo, (i) for compensation for loss by reason of or in relation to the execution of the Agreement, and/or (ii) concerning violations by Supplier of legislation and regulations, also if these are not related to the Agreement;
 - b) a shortcoming or apparent shortcoming under article 16 (Compliance and regulations) of these Purchase Terms;
 - c) an infringement, apparent infringement or shortcoming under article 6 (Intellectual Property rights) of these Purchase Terms, including those ensuing from or relating to any (alleged) violation of the Deliverable (or element thereof), including the use by VodafoneZiggo, of Intellectual Property Rights or other rights of third parties;
- 14.3. VodafoneZiggo, persons employed by VodafoneZiggo or third parties hired by VodafoneZiggo are not liable for damage or costs incurred or suffered by Supplier or its personnel as result of or in relation to the execution of the Agreement, unless (i) this damage or these costs are due to wilful misconduct or gross negligence by VodafoneZiggo or the senior management of VodafoneZiggo, or (ii) liability of VodafoneZiggo cannot be excluded under the law.
- 14.4. In so far as VodafoneZiggo cannot rely on article 14.3, any liability of VodafoneZiggo is limited to compensation for direct loss only, with the exclusion of claims by third parties and indirect and consequential damage (including loss in sales/profit, higher costs, missed opportunities, loss in goodwill, fines, loss due to business interruption, reputational damage, loss, mutilation and/or of destruction of data and/or replacement costs). The total liability of VodafoneZiggo is in that case limited to the amount that VodafoneZiggo has paid to Supplier during the 12 (twelve) months immediately preceding the event that caused the loss. If the Agreement was signed within 12 (twelve) months prior to the event that caused the loss, the maximum liability is determined by the average amount per month over the period immediately preceding the event that caused the loss, times 12 (twelve). The total liability of VodafoneZiggo is at all times limited to a maximum of EUR 50,000 (fifty thousand euro).
- 14.5. Supplier guarantees that it is and will be adequately insured against liability and risks in relation to the (execution of the) Agreement. Supplier is responsible for the prompt and full payment of all insurance costs and premiums. Upon first request of VodafoneZiggo, Supplier provides VodafoneZiggo with a copy of its valid insurance policy/policies and/or recent proof of payment of insurance premiums.
- 14.6. If the Deliverable as set out in the Agreement is not supplied within the agreed term, a penalty is payable by Supplier to VodafoneZiggo of 1% (one percent) of the total price of the Deliverable for each day that the shortcoming continues, to a maximum of 10% (ten percent) of the total price. If at any point in time it becomes evident that performance of the Deliverable is and will remain impossible, the penalty is payable by Supplier in its entirety at that point in time.
- 14.7. All penalties included in the Agreement are plus turnover tax (if applicable), are payable on demand, are incurred without further notice and have no effect on other rights of VodafoneZiggo, including the right to performance of the Agreement, as well as full compensation supplementary to any penalty.
- 14.8. All goods, materials, documents and/or information that VodafoneZiggo makes available to Supplier before or during the execution of the Agreement, remain property of VodafoneZiggo. Supplier



- keeps these goods and documentation on loan, in a good state at its own costs, bears the risk of loss or degradation/perishing and is liable for all possible loss and costs incurred by Supplier or third parties as a result. Supplier is obliged to return these goods, materials, documents and/or information to VodafoneZiggo immediately after the execution of the Agreement, or at such earlier date as possible, in at least the same condition.
15. **Termination (opzegging), dissolution (ontbinding), attributable non-performance (toerekenbare niet-nakoming) and force majeure**
- 15.1. VodafoneZiggo is at any moment entitled to terminate the Agreement with Supplier (entirely or partly) by giving notice, without being obliged to pay any compensation for loss. A termination by giving notice does not affect the contractual payment obligation of VodafoneZiggo with regard to the part of the Agreement already executed.
- 15.2. VodafoneZiggo is entitled to declare Supplier in default if Supplier fails to comply with any obligation under the Agreement properly, in full and on time, in which case Supplier will be granted a period of 15 (fifteen) working days to meet its commitments. If, after this period, Supplier still fails to comply with its obligations properly, in full and on time or if performance of the Deliverable is permanently impossible or an agreed strict deadline has been exceeded, VodafoneZiggo is entitled to dissolve the Agreement entirely or partly with immediate effect, without being held to any compensation for loss and without further notice of default and judicial intervention.
- 15.3. Without limiting different provisions of the Agreement or these Purchase Terms, VodafoneZiggo is entitled to dissolve the Agreement with Supplier entirely or partly and with immediate effect, without being held to any compensation for loss and without further notice of default and judicial intervention, if:
- a) a situation exists of bankruptcy (or a petition to that end), suspension of payment (or an application to that end), attachment, (undisclosed) administration, shutdown, termination, discontinuation, strike, winding-up / liquidation, debt rescheduling, merger or acquisition, or any other similar condition of the business of Supplier;
 - b) Supplier does not have the permits, licences, permissions and/or certifications (anymore) that are required for the execution of the Agreement;
 - c) Supplier and/or its personnel act or have acted in violation of applicable legislation and/or regulations, commit or have committed criminal acts or abuse, or act in violation of article 16 (Compliance and regulations) and/or article 24.1 of these Purchase Terms;
 - d) VodafoneZiggo becomes involved in a legal action as a result of a(n) (alleged) breach by Supplier of Intellectual Property rights related to the Agreement; and
 - e) Supplier otherwise cannot reasonably be considered capable (anymore) of complying with its obligations.
- 15.4. If Supplier is in default, VodafoneZiggo has the right:
- a) to dissolve the Agreement in whole or in part with immediate effect unilaterally without judicial intervention by giving written notice of this to Supplier, irrespective of the nature or meaning of the shortcoming;
 - b) to suspend its obligations, including payment obligations;
 - c) to (hire someone to) execute the Agreement in whole or in part at the risk and expense of Supplier; and undo the execution of the Agreement (or have it undone) in whole or in part.
- 15.5. All claims that VodafoneZiggo may or will have against Supplier in the cases as described in this article 15, will be immediately due and payable in full. All extrajudicial costs, including reminder



- fees, the making of (settlement) offers and other preparatory acts, as well as judicial costs incurred by VodafoneZiggo as a result of the non-compliance by Supplier, are payable by Supplier.
- 15.6. If Supplier relies on a non-performance that is non-attributable (“force majeure”), VodafoneZiggo is entitled to suspend its obligations, including payment obligations. If this is the case, VodafoneZiggo will not be in default. Attributable to Supplier are in any case strikes, lack of manpower, normal sickness absence, epidemics/pandemics, shortage of components, transport problems and production failures. If the non-attributable non-performance lasts longer than 30 (thirty) calendar days, VodafoneZiggo can in any case terminate the Agreement by registered letter without a notice of default being required.
- 15.7. In case the Agreement between VodafoneZiggo and Supplier is terminated, Supplier will immediately repay VodafoneZiggo all amounts paid by VodafoneZiggo in advance, for the period that the Agreement is no longer in force and/or for activities not carried out by Supplier.
- 15.8. Rights and obligations which by their nature and content are destined to continue after termination of the Agreement, remain in full force after termination of the Agreement.
- 15.9. In case of termination (in whole or in part) of the Agreement, Supplier will cooperate without charge in the transfer of knowledge, information, documentation and all other necessary or useful data to VodafoneZiggo and/or a substitute supplier.
16. **Compliance and regulations**
- 16.1. **Corporate Social Responsibility**
Supplier will always act in accordance with all applicable national and international legislation and regulations with regard to human rights, environment, working conditions, well-being and safety of people and products.
- 16.2. **Inclusiveness**
Suppliers that deploy their employees in processes within the VodafoneZiggo organisation:
- Have a formally established policy to create a safe and inclusive working environment;
 - Offer their employees and managers training and development to help them create a safe and inclusive working environment and prevent transgressive behaviour;
 - Have opportunities to report transgressive behaviour (anonymously) and a policy for adequate investigation and sanctioning.
- 16.3. **Hazardous substances and auxiliary materials**
Supplier guarantees that no substances or auxiliary materials are used for the Deliverable that are forbidden under applicable legislation and regulations. If Supplier uses hazardous substances and auxiliary materials, Supplier guarantees to comply with all applicable legislation and regulations. Supplier will provide VodafoneZiggo with all the required (Material) Data Safety Sheets upon delivery of the Deliverable.
- 16.4. **Safety, Health and Environment**
In executing the Agreement, Supplier will always comply with (i) all European and Dutch environmental legislation and regulations, (ii) all requirements and conditions set by VodafoneZiggo with regard to safety, health and environment (SHE), and (iii) all other conditions VodafoneZiggo declares applicable. The SHE and other conditions of VodafoneZiggo (for example concerning ESD safety, SECT certification, rules of conduct and company rules) are available on www.vodafoneziggo.nl/voorwaarden.
- 16.5. **Ethical and sustainable procurement**



- In executing the Agreement, Supplier will always comply with all conditions and requirements of the Sustainable and Ethical Purchase Code of VodafoneZiggo and all other conditions VodafoneZiggo declares applicable to the field of ethical and sustainable procurement. The Sustainable and Ethical Purchase Code of VodafoneZiggo is available on www.vodafoneziggo.nl/voorwaarden.
- 16.6. **Working conditions and safety**
In executing the Agreement, Supplier and its personnel will always comply with the Working Conditions (ARBO) legislation and regulations and (safety) instructions provided by VodafoneZiggo.
- 16.7. **Anti-corruption and conflict of interests**
In executing the Agreement, Supplier and its personnel will always comply with all applicable legislation and regulations with regard to anti-corruption and conflict of interests and all other conditions VodafoneZiggo declares applicable with regard to anti-corruption and conflict of interests. The conditions of anti-corruption and conflict of interests of VodafoneZiggo are part of the Sustainable and Ethical Purchase Code and are available on www.vodafoneziggo.nl/voorwaarden.
- 16.8. **Sanctions and export control**
In executing the Agreement and delivering the Deliverable, Supplier will always comply with all applicable legislation and regulations with regard to economic, financial and trade sanctions, embargos or restrictive measures (sanctions) and all applicable legislation and regulations concerning trade restrictions. Supplier will only deliver the Deliverable in accordance with all applicable export regulations, and is in possession of all the relevant and necessary (export) permits and licences. Upon request of VodafoneZiggo (i) Supplier provides and signs all written guarantees and documents required to comply with all applicable export regulations, and (ii) Supplier provides every assistance, documents and information (including information about end-customers, destination and intended use of goods and/or services). Supplier will inform VodafoneZiggo in writing as soon as Supplier is informed about an actual or possible investigation/infringement by Supplier (or its personnel) with regard to applicable legislation and regulations or a substantial change in the status of Supplier (or its personnel) as described in this article.
17. **Applicable law, disputes, nullity**
- 17.1. The Agreement and all ensuing agreements, is governed exclusively by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG) and the provisions of Dutch private international law are explicitly excluded.
- 17.2. Disputes between parties, with reference to this Agreement of ensuing agreements will be resolved whenever possible by mutual agreement.
- 17.3. If joint consultation is not possible or does not result in a solution, all disputes between parties will be submitted to the competent court in the Central Netherlands (Midden-Nederland) district. Without prejudice to the foregoing, Parties are always at liberty to ask the competent court for preliminary relief.
- 17.4. If any provision of the Purchase conditions, the Agreement and all ensuing agreements (in whole or in part) is void, voidable or otherwise inoperative, the remaining provisions continue to apply in full force and effect. To replace the provision that is declared void or voidable, VodafoneZiggo will establish, in consultation with Supplier, an allowable provision that reflects as much as possible the nature and purport of the original provision. This new provision will replace the original provision.



Part B – Provisions applicable to goods

18. **Applicability**
Supplementary to Part A (General) of the Purchase conditions, these additional conditions only apply to the purchase of goods.
19. **Delivery**
- 19.1. The delivery of goods takes place by Supplier Delivery Duty Paid (DDP) in accordance with the latest version of the Incoterms, published by the international Chamber of Commerce, as valid on the date of the Agreement. In so far as the Incoterms are in conflict with the provisions of the Agreement and/or these Purchase conditions, the Agreement and/or these Purchase Terms prevail.
- 19.2. Delivery by Supplier takes place at the agreed delivery location (in the absence of which the location where VodafoneZiggo is located), date and exact time agreed on or within the agreed term. Without prior written permission from VodafoneZiggo, partial deliveries by Supplier are not permitted. Supplier will deliver the goods, including all accompanying Auxiliary Tools and Documentation.
- 19.3. Supplier is obliged to supply the goods to be delivered with the prescribed transport documents and a clearly visible packing list and/or copy of the invoice stating at least name and address of Supplier, (purchase) order number, date of dispatch, number of quantities and name of the goods, nett weight, invoice value delivery, VAT number Supplier, statistical number, country of origin, way of transport and delivery location.
- 19.4. Delivery is considered to be complete the moment that all goods, including relevant Auxiliary Tools and Documentation are received by or on behalf of VodafoneZiggo and/or VodafoneZiggo has signed for and approved the correct delivery hereof..
- 19.5. In case of partial deliveries, delivery also means every partial delivery. Supplier needs to inform VodafoneZiggo in writing about the partial deliveries and their exact dates.
- 19.6. VodafoneZiggo is entitled to have the delivery of the Deliverable postponed by Supplier. In that case, any goods to be delivered will be stored by Supplier properly packaged, secured and insured, and Supplier will take all reasonable measures to prevent deterioration in quality, at a reasonable (storage) fee to be agreed upon. In such case VodafoneZiggo will not be in default.
- 19.7. VodafoneZiggo is entitled to not take delivery of goods that do not meet the requirements under the Agreement and return or refuse them at the risk and expense of Supplier.
20. **Packaging and transport**
- 20.1. Supplier will closely observe any instructions by VodafoneZiggo with regard to packaging, conservation, labelling, marking, security, delivery, transportation and transport documentation.
- 20.2. Supplier is obliged at its own risk and expense, to take back used packaging and transport material upon request of VodafoneZiggo. VodafoneZiggo is entitled to return this packaging and transport material at the risk and expense of Supplier. If VodafoneZiggo wishes to do so, it is allowed to keep the packaging and transport material which will become its property at no extra charge.
21. **Ownership and risk**
- 21.1. The ownership and the risk of goods is transferred from Supplier to VodafoneZiggo at the moment of actual delivery and in so far as the goods are received and accepted by



- VodafoneZiggo in conformity with the provisions in these Purchase Terms.
- 21.2. Contrary to article 21.1 of these Purchase Terms, ownership (not the risk) of goods is transferred:
- a) in case delivery is postponed (as described in article 19.6 of these Purchase conditions): the moment VodafoneZiggo asks for a postponement of delivery;
 - b) in case of a deposit: the moment the deposit is paid by VodafoneZiggo; or
 - c) at any earlier moment by single communication by VodafoneZiggo to Supplier, in which case the ownership is transferred at the time the communication in question is sent.
- 21.3. In case of rejection (in whole or in part) by VodafoneZiggo, the risk and ownership of the goods are deemed to have stayed with Supplier, and never to have passed to VodafoneZiggo. VodafoneZiggo is entitled to (hire someone to) store already delivered goods at the risk and expense of Supplier.
- 21.4. Until the moment of delivery, Supplier will recognizably mark the goods as belonging to VodafoneZiggo, store them safely and keep them adequately insured.
22. **Spare parts and maintenance**
- 22.1. Supplier guarantees to have (spare) parts and (carry out) maintenance of the goods (to keep them in good working order) available for VodafoneZiggo for a period of at least 5 (five) years following the last delivery of the Deliverable. Delivery of (spare) parts and maintenance by Supplier takes place at standard market rates, even if production of the goods and/or (spare) parts by Supplier is discontinued.
- 22.2. Supplier will inform VodafoneZiggo as soon as possible and at least 12 (twelve) months in advance if production or supply of the goods and/or (spare) parts by Supplier is to be discontinued, including the exact date of discontinuation. In that case, Supplier will offer VodafoneZiggo the option to place final order(s) (last time buy) for the goods and/or (spare) parts. Supplier is in that case also obliged to offer all reasonable support to VodafoneZiggo in finding a suitable alternative for such goods and/or (spare) parts, either from Supplier itself or a designated third party.



Part C – Provisions applicable to services

23. **Applicability**
Supplementary to Part A (General) of the Purchase conditions, these additional conditions only apply to the purchase of services.
24. **Work, sites and premises**
VodafoneZiggo
- 24.1. Supplier, including its personnel will carry out all work at sites and in buildings of VodafoneZiggo strictly in accordance with the company rules set by VodafoneZiggo and available on www.vodafoneziggo.nl/voorwaarden.
- 24.2. Supplier and its personnel renders all assistance in checks on incoming and outgoing traffic of goods and persons by the security services of VodafoneZiggo. Incoming and outgoing vehicles always have inventory lists on board.
- 24.3. Storage of goods by Supplier and its personnel at sites or in premises of VodafoneZiggo is only possible at the risk and expense of Supplier, with prior written permission from VodafoneZiggo and at locations designated for that purpose.
- 24.4. VodafoneZiggo can, for reasons of its own, deny personnel of Supplier the entrance to its sites and/or premises, including the work site, or demand from Supplier that its personnel is removed from those sites and/or those building without delay. VodafoneZiggo will inform Supplier about the denial or removal of personnel of Supplier. Upon first request of VodafoneZiggo, supplier is obliged to replace this personnel promptly, at its own expense.
- 24.5. For access to or presence at sites or in buildings of VodafoneZiggo, personnel of Supplier must always be able to provide proof of identity to the security service appointed by VodafoneZiggo. Supplier sees to it that personnel is registered at least one week prior to starting the work.
25. **Personnel**
- 25.1. Upon request of VodafoneZiggo, Supplier provides the personal data (and any subsequent changes in this data) in writing of the personnel that will carry out work for VodafoneZiggo.
- 25.2. Supplier sees to it that prior to the start of the work, the personnel responsible for carrying out or supervising the work, receive all necessary and recommended instructions (including working conditions instructions) with regard to the execution of the work.
- 25.3. Upon request of VodafoneZiggo, Supplier will document the hours worked by its personnel in an hourly time sheet or any other means of verification at the discretion of VodafoneZiggo.
- 25.4. During the term of the Agreement and a period of 6 (six) months following the expiry of the Agreement, Supplier will not deploy personnel (that was) involved in work for VodafoneZiggo in or for the same or content-wise similar work (as carried out for VodafoneZiggo) related to products and/or services of competitors of VodafoneZiggo.
26. **Obligation to warn**
Supplier is obliged to warn VodafoneZiggo about inaccuracies in the order. If Supplier fails in its duty, Supplier is liable for all loss and costs ensuing from it.
27. **Insurance**
If Supplier is included in the CAR insurance of VodafoneZiggo under the Agreement, the settlement of insurance claims with the CAR insurer (including settlement of the deductible, loss not covered in the policy and costs to be incurred) are at the risk and expense of Supplier.
28. **Vicarious tax liability**
28.1. During the execution of the Agreement, Supplier is and will always be responsible and liable for compliance with all applicable tax legislation and social security legislation.



- 28.2. Upon request of VodafoneZiggo, Supplier will provide VodafoneZiggo within 30 (thirty) calendar days with a certified copy of a recent (not older than 3 months) payment history report of fulfilment of its tax obligations. The costs of this copy are payable by Supplier.
- 28.3. In certain cases, at the discretion of VodafoneZiggo, VodafoneZiggo is entitled to pay part of the price by means of a guarantee account (hereafter G-account) or directly to the authorities concerned. Supplier binds oneself to meet all related obligations fully and correctly pursuant to legislation and regulations. The percentage, if any, to be paid into the G-account or direct deposits, is determined at 40 (forty) percent of the pay element. The percentage of the pay element depends on the nature of the work to be carried out. If it turns out that the percentage of the pay element determined for the purpose of recipients' liability and/or vicarious tax liability differs from the actual applicable percentage, VodafoneZiggo is entitled to adjust the deposit in the G-account or direct deposit accordingly.
- 28.4. Supplier is not allowed, without prior written permission from VodafoneZiggo, to hire (a) Self-employed Professional(s) to carry out the work.
- 28.5. Supplier compensates and indemnifies VodafoneZiggo against all possible claims by implementing authorities responsible for tax and/or social security legislation in relation to the work by Supplier and its personnel, or claims by any other third party with regard to the deduction or payment of taxes and contributions in relation to the work.



Part D – Provisions applicable to Software

29. **Applicability**
Supplementary to Part A (General) of the Purchase conditions, these additional conditions only apply to the purchase of Software.
30. **Delivery Software**
The delivery of Software also includes all relevant user documentation. If it is a case of Custom-built Software, the delivery also includes all relevant source and object codes, technical documentation, printouts, specifications, data models and/or algorithms.
31. **Acceptation Software**
- 31.1. At the delivery of Software, Supplier or VodafoneZiggo, at the discretion of VodafoneZiggo, will (hire someone to) carry out an acceptance (test) procedure in the presence of VodafoneZiggo and/or persons or bodies designated by VodafoneZiggo.
- 31.2. If VodafoneZiggo carries out (or hires someone to carry out) an acceptance (test) procedure, VodafoneZiggo shares the test report, signed by VodafoneZiggo, with Supplier as soon as possible. If VodafoneZiggo approves the Software, the signing date of the test report counts as the date of acceptance of the Software. If VodafoneZiggo rejects the Software, the defects detected will be recorded in the test report. The acceptance (test) procedure is completed successfully if Supplier has received a corresponding written communication hereof from VodafoneZiggo.
- 31.3. Irrespective of the acceptance of Software, VodafoneZiggo is entitled during a period of 90 (ninety) calendar days after acceptance, to reject the Software if imperfections are found. VodafoneZiggo will not reject the Software if the imperfections are trivial and do not affect the proper working of the Software. Supplier will remedy the imperfections in consultation with and to the satisfaction of VodafoneZiggo without charge and within a reasonable period of time.
32. **Quality and guarantees**
- 32.1. Supplier guarantees with respect to the Deliverable:
- a) In the case of Software: that this is complete and ready for use, that the technical and functional features meet all the agreed specifications and that the Software contains no undefined functionalities, (computer) viruses or other harmful programmes;
- b) In the case of Custom-built Software: that this is carried out efficiently, properly and coherently, that it is complete and accurate and of such quality that a reasonably skilled expert is capable of understanding the Custom-built Software, modifying it and making additions to it in order (among others) to correct defects in the Custom-built Software, to modify it and/or adding functionalities to it; and
- c) In the case of Custom-built Software: that the object code of the latest version of the Custom-built Software can be generated by means of the source code of the Custom-built Software.



33. **Maintenance and Support**
- 33.1. If VodafoneZiggo and Supplier have agreed on carrying out Maintenance and Support, this will contain at least the following elements:
- a) identifying and remedying Malfunctions in the Software and related service-provision, including implementing all related repair work (corrective maintenance);
 - b) taking measures to prevent Malfunctions in the Software and related service-provision (preventive maintenance);
 - c) keeping the Software up-to-date and regularly making new versions, updates and/or upgrades of the Software and available Documentation (innovative maintenance);
 - d) offering support to users of the Software, during and at the usual working days and office hours of VodafoneZiggo;
 - e) registering and reporting of Maintenance and Support carried out by Supplier, in the way parties have agreed; and
 - f) all other forms of Maintenance and Support as agreed by parties.
- 33.2. Supplier guarantees it will maintain the Software in the above-mentioned way at least 5 (five) years after delivery or acceptance thereof. In so far as Supplier uses new versions, updates and/or upgrades of the Software, it will keep at least the latest and latest but one (n-1) version of the Software. Older versions of the Software will be maintained by Supplier at least 2 (two) years after their introduction.
- 33.3. Every fee that VodafoneZiggo is obliged to pay to Supplier for Maintenance and Support covers the entire fee, including any travel and accommodation expenses, costs of material and parts and labour costs.
- 33.4. The right of VodafoneZiggo to Maintenance and Support does not lapse solely by not – or late – implementing updates, upgrades and/or new releases of Software by VodafoneZiggo.
- 33.5. VodafoneZiggo is entitled to terminate an Agreement with Supplier with regard to support of users of Software (Support) at any moment subject to a reasonable period (in which case a period of 30 (thirty) days is in any case reasonable), without any obligation to pay compensation.
- 33.6. If VodafoneZiggo maintains Software itself, or hires a third party to do so, Supplier shall offer assistance on request of VodafoneZiggo (at standard market rates). Supplier shall provide, at a request of VodafoneZiggo to that end, all necessary (additional) information about the Software to VodafoneZiggo or the third party hired.
34. **Availability and continuity**
- 34.1. Upon first request of VodafoneZiggo, Supplier will make additional agreements with VodafoneZiggo and/or a third party (like an escrow agent or independent third party) hired by VodafoneZiggo, about the availability of the Software, the continuity and availability of (cloud) services and service-provision of Supplier and/or access to data belonging to VodafoneZiggo.
- 34.2. In so far as necessary, Supplier will undertake, upon request of VodafoneZiggo, to provide every assistance and carry out all activities required to conclude such agreements, including the entering into an additional agreement. Such an agreement will be concluded for an indefinite period of time.