

GENERAL PURCHASE TERMS AND CONDITIONS FOR SERVICES – ACE B.V.

1. Definitions

1.1. In these General Terms and Conditions, the following terms shall have the meanings set out below:

- **Ace:** Ace B.V., having its registered office in Amsterdam and principal place of business at Danzigerkade 15C, 1013 AP Amsterdam;
- **General Terms and Conditions:** these general purchase terms and conditions for services used by Ace;
- **Services:** the services to be provided by the Supplier to Ace under the Agreement;
- **Supplier:** the counterparty of Ace providing the Services;
- **Agreement:** the written agreement between Ace and the Supplier regarding the purchase and delivery of Services;
- **Parties:** Ace and Supplier jointly.

2. Applicability

2.1. These Terms apply to all legal relationships related to the purchase of Services by Ace from the Supplier.

2.2. Any general terms and conditions used by the Supplier are explicitly rejected.

2.3. Deviations from or additions to these Terms are only valid if agreed upon in writing by authorized representatives of both Parties.

2.4. In the event of conflict between the Agreement and these Terms, the Agreement shall prevail.

2.5. If one or more provisions are null and void, illegal, or unenforceable, the remaining provisions remain in full force. Parties will replace the void provision with one that best reflects its intent.

2.6. Ace reserves the right to amend these Terms at any time.

3. Formation of the Agreement

3.1. Any request by Ace for a quotation is non-binding and may be changed or supplemented by Ace at any time.

3.2. All documentation submitted with quotations must be as accurate as possible.

3.3. Unless otherwise agreed, a Supplier's offer shall be irrevocable and valid for at least three (3) months.

3.4. The Agreement is concluded only when a representative of Ace expressly accepts the offer in writing.

3.5. Once concluded, the Agreement may not be amended or terminated by the Supplier without written consent from Ace.

3.6. Costs related to quotations (e.g. advice, drawings) are borne by the Supplier.

4. Pricing, Invoicing and Payment

4.1. Prices are in euros, excluding VAT and government levies, and include all costs for fulfilling the Agreement.

4.2. Prices cannot be adjusted after the Agreement is signed.

4.3. Invoices must include:

- Name, address, IBAN/BIC, KvK number;
- Supplier's invoice address;
- Total amount incl. and excl. VAT;
- Ace's reference or PO number;
- Any additional required elements from Ace.

4.4. Ace pays within 30 days unless its client's term is different, in which case payment will follow within 14 days after client payment.

4.5. Travel expenses, if agreed upon, are reimbursed with original receipts. Car travel is reimbursed at €0.19/km (minimum 10 km one-way), based on Google Maps' shortest route and compliant with tax law.

4.6. Ace may suspend payment if:

- the invoice does not meet the requirements;
- the invoice is disputed;
- the Services do not conform to the Agreement.

4.7. Ace may offset any amounts owed by the Supplier against payments due. The Supplier may only do so with undisputed or court-confirmed claims.

5. Supplier Obligations

5.1. Delivery deadlines are binding. Delays result in default without further notice.

5.2. The Supplier must notify Ace of any delays immediately and take steps to mitigate them.



5.3. The Supplier must act with due care and professionalism.

5.4. Use of Ace's or its clients' names, brands, or similar elements requires prior written approval.

5.5. Ace may claim under the Agreement if the Services prove unfit or non-compliant within two (2) years after delivery.

6. Intellectual Property Rights

6.1. All IP rights to the Services vest in Ace and may be transferred to its clients. The Supplier must perform all necessary actions to effect such transfer.

6.2. The Supplier warrants that the Services and related IP do not infringe third-party rights and indemnifies Ace.

6.3. The Supplier will compensate Ace for any resulting damage.

6.4. The Supplier may not use, reproduce, or resell the Services (or IP) without written consent from Ace.

7. Confidentiality

7.1. The Supplier, its employees, and any third parties must maintain strict confidentiality regarding all information about the Agreement, Ace, and its clients.

7.2. Such information may only be used to perform the Agreement.

7.3. The Supplier may not publicize the Agreement or contact Ace's clients without written consent.

8. Liability

8.1. The Supplier is liable for all direct and indirect damage caused by any breach or unlawful act by the Supplier or its agents.

8.2. The Supplier indemnifies Ace against all third-party claims. Ace's liability is excluded, except in cases of intent or gross negligence.

9. Force Majeure

9.1. In force majeure situations, obligations are suspended without liability.

9.2. Force majeure includes events beyond a Party's control, but not staffing issues, illness, supplier failure, or financial problems.

9.3. The affected Party must notify the other in writing with supporting evidence.



10. Assignment

10.1. The Supplier may not transfer or subcontract any obligation without prior written consent from Ace.

11. Governing Law and Disputes

11.1. Dutch law governs these Terms and related agreements.

11.2. Disputes will be submitted to the competent court in Amsterdam, unless agreed otherwise in writing.