

General Purchase Conditions

Article 1 – Definitions

GPC: these general purchase conditions

Client: Chubb Fire&Security B.V., registered under Chamber of Commerce number 33257455.

Contractor: any legal entity and/or natural person with which/whom the Client makes agreements.

Contract: the agreements made between the Client and the Contractor regarding Performances.

Performance: the delivery of goods, the provision of services or the execution of Performances.

Delivery of a Performance: the delivery (goods, services) or completion (work) of a Performance.

Article 2 – Applicability

2.1 These GPC apply to all Contracts, as well as to any offer by the Contractor to the Client, to all requests for quotations from the Client and to all assignments issued by the Client to the Contractor.

2.2 The general sales conditions of the Contractor, under whatever name, do not apply and are rejected by the Client.

Article 3 – Formation

3.1 Quotations from the Contractor are irrevocable, unless expressly stated to the contrary in writing. All costs associated with the preparation of a quotation are at the expense of the Contractor.

3.2 Assignments will only be binding on the Client if they have been issued in writing by the Client. If the Contractor executes a Performance or makes preparations to do so prior to having received the written assignment, it does so at its own expense and risk.

3.3 If the Contractor fails to confirm the assignment in writing within fourteen (14) days of receipt of the assignment, the Client will reserve the right to cancel the assignment. By confirming the assignment, the Contractor is deemed to have accepted the GPC. If the Contractor confirms the assignment and makes additions or other changes thereto, such changes will not form part of the Contract unless expressly approved in writing by the Client.

Article 4 – The Parties' duty of disclosure and obligation to investigate

4.1 The Client will, upon the Contractor's request, endeavour to enable the Contractor to dispose of the information it requires in the execution of the Contract. The Contractor will be deemed to have investigated the place of performance and the specific requirements governing the Performance.

4.2 Where the Client furnishes the Contractor with drawings or other instructions, these must be complied with by the Contractor when executing the Contract.

4.3 Where such drawings or other instructions or goods supplied by the Client would contain errors or defects which would result in the Contractor not performing the Contract in good faith having failed to bring these to the attention of the Client, the Contractor will be responsible for the negative consequences of its negligence in this respect.

Article 5 – Execution of the Contract

5.1 The Contract must be executed in the manner and within the deadlines specified in the Contract. The deadlines are to be regarded as firm dates; if exceeded, the Contractor will be automatically in default. If the deadline is exceeded, the Contractor must pay an immediately due penalty of 1% of the assignment value for each day that the deadline is exceeded, such without prejudice to all other rights which the Client may have, including the right to claim performance and/or compensation of damage.

5.2 The Contractor warrants that the Performance complies with the requirements of the Contract, is

free from defects and fully meets the purposes for which the Contract was concluded.

5.3 The Contractor will use the appropriate materials and equipment in executing the Contract and likewise deploy sufficient and qualified personnel and/or third parties. The Contractor is at all times responsible for such materials, personnel and/or third parties.

5.4 Goods leased or otherwise made available by the Contractor to the Client as part of the Performance will be of excellent quality, provided with all instructions necessary to operate the goods properly and adequately insured against damage and loss.

5.5 Regardless of the cause, the Contractor is obliged to promptly replace the goods leased or made available to the Client if such goods fail to function properly, in order to limit any damage to the Client's business operations.

5.6 In the absence of prior written consent from the Client, the Contractor will refrain from assigning the Contract or any part thereof or outsourcing the execution thereof to a third party. Such consent does not discharge the Contractor from its obligations and does not affect the Contractor's responsibility with regard to actions undertaken by those it has assigned to execute the Contract on its behalf.

5.7 Delivery of more or less than the ordered quantities or partial delivery is not allowed, unless expressly agreed in writing.

5.8 The delivery will also be deemed to include the duty to supply all auxiliary materials and all ancillary documentation including but not limited to drawings, calculations, software, quality certificates, inspection and guarantee certificates, instruction manuals and user guides.

5.9 Goods will be delivered DDP to the agreed address, unless expressly agreed otherwise in writing.

5.10 The Delivery of a Performance will be deemed completed once the Performance has been accepted by the Client. Acceptance does not imply approval.

5.11 The Contractor is an independent party and can never be considered an employee or agent of the Client.

Article 6 – Inspection

6.1 The Client has the right to inspect or reject a Performance under the Contract at any time.

Acceptance by the Client upon Delivery of the Performance does not imply inspection and does not affect the Client's right to still be able to inspect the Performance and the Client's right to complain. The Contractor will provide all reasonable cooperation in the performance of an inspection by the Client or third parties designated by the Client. In the event of rejection, the Client will store the rejected Performance, or have them stored, at the Contractor's expense and risk.

6.2 An inspection does not release the Contractor from its liability for any visible or invisible defects in the Performance not found by the Client at the time of inspection. Inspection also does not release the Contractor from any other obligations such as but not limited to its obligations under Article 10.

6.3 If, after consultation with the Contractor or based on the circumstances, it can reasonably be assumed that the Contractor will fail or will be unable to arrange for the deficient Performance to be replaced or remedied on time or as appropriate, the Client will be entitled to terminate the Contract with the Contractor with immediate effect, either in full or in part, without prejudice to the Client's other rights, including the right to compensation for damage.

Article 7 – Packaging and packing list

7.1 The Contractor will pack and transport the goods at its own expense and risk, subject to the applicable laws and regulations. The goods must be packed in a manner that will ensure safe delivery to their destination under normal transport conditions and in a manner that will facilitate unloading and

storage thereof with the standard means of transport. The Contractor is liable for any damage due to inadequate packaging. Where return packaging is used and packaging materials are being charged for, this should be listed separately on the consignment note and invoice. Returnable packaging must be clearly marked as such by the Contractor. Return packaging will be dispatched at the Contractor's expense and risk to the location specified by same.

7.2 Each consignment of goods should include a packing list duly listing the assignment number and, where applicable, the Client's article code number, as well as a description of the goods and the number of goods dispatched.

Article 8 – Quality requirements

8.1 The Contractor will execute the Contract in accordance with the technical norms and standards, as set forth in the Contract or that follow from the nature of the Performance and in accordance with the specific rules and requirements applicable to the place of performance, and will abide by the licensing, safety and environmental requirements imposed by the authorities. To the extent applicable to the Performance in question, the Contractor must be SCC certified.

8.2 The Contractor is liable for any damage caused by the incorrect handling or improper removal of hazardous and/or harmful substances, including asbestos, CFCs and halons.

8.3 All persons employed by the Contractor in relation to the Contract must have appropriate qualifications and experience to perform their work properly. In so far as applicable to the Performance in question, these persons must have a valid SCC certificate during execution and, at the Client's request, provide a certificate of conduct and the documents proving their appropriate qualifications and experience.

8.4 In so far as the place of performance is not at the Contractor's premises, the Client will have the right to deny the Contractor's personnel and/or third parties access to the place of performance if, in the Client's opinion, the personnel and/or third parties do not have the appropriate qualifications and/or certificates, do not comply with the rules applicable there and/or do not follow instructions. In that case, the Contractor must immediately replace such personnel or the third party at its own expense and risk.

Article 9 – Payment

9.1 The prices are fixed and include: a) all costs, such as packaging, transport, insurance, travel and accommodation costs, overtime, overhead and; b) all duties and taxes such as import and export duties, excluding VAT.

9.2 The Contractor will specify all invoices in such a way that it is easy for the Client to trace which Performance, or part thereof, is being invoiced, possibly supplemented by specific requirements from the Contract.

9.3 Payment will be made within sixty (60) calendar days of receipt of the invoice, provided the Performance has been accepted. Invoices may only be issued upon Delivery of the Performance.

9.4 The Client will be entitled to suspend payment to the Contractor in the event that the Contractor fails to fulfil its obligations, in full or in part.

9.5 Payment by the Client in no way implies a waiver of rights.

9.6 The Client will be entitled at all times and for whatever reason to set off claims of the Contractor against claims which the Client has against the Contractor.

9.7 Only contract extras for which an assignment in writing has been issued by the Client in advance, may be charged for.

Clause 10 – Warranty

10.1 The warranty period has been specified in the Contract. In absence of such a specification in the Contract, a warranty period of at least twenty-four (24) months applies. The warranty period commences at the time of the Client's acceptance of the Performance.

10.2 During the warranty period the Contractor guarantees the reliability of the Performance and that the Performance is in conformity with the Contract. This warranty at any rate includes that:

- (a) the goods or materials delivered or used are of sound quality and free from defects and third-party rights;
- (b) the services have been performed in a competent manner;
- (c) the goods, materials and/or auxiliary materials include the name of the manufacturer or party that put the goods, materials and/or auxiliary materials on the market; and
- (d) the Performance is provided with and includes all details and instructions that are required to ensure correct and safe usage.

10.3 Where it transpires that the Performance - regardless of the results of any prior inspections - is not in accordance with the provisions of paragraph 2 of this article, the Contractor will at the Client's first request restore or replace or replenish the faulty Performance at its own cost and as instructed by the Client, unless the Client opts to terminate the Contract in accordance with Article 14.2. All costs incurred in connection herewith (including for repairs and disassembly) are at the expense of the Contractor. Upon acceptance of the Performance carried out under warranty, a new warranty period of the same duration commences forthwith.

10.4 In urgent cases and where, having consulted with the Contractor, it can reasonably be assumed that the Contractor will fail to perform its warranty obligations, or will fail to do so in time, the Client will have the right, at the Contractor's expense, to execute the repair or replacement or to have this done by third parties. This does not discharge the Contractor of its obligations.

Article 11 – Ownership

11.1 Ownership of the Performance passes at the time of Delivery or payment of the Performance, or part thereof, whichever comes first. The Contractor warrants that this represents a full and unencumbered ownership. The Contractor hereby waives in advance all rights and entitlements arising in connection with rights of retention or the right to claim back unpaid goods.

11.2 If ownership of the Performance is passed on before full or partial Delivery of the Performance, the risk of damage to or loss of the Performance remains with the Contractor.

11.3 If the Performance is rejected by the Client, the risk and the ownership will be deemed to have never been transferred to the Client.

11.4 All drawings, specifications, materials, moulds and tools provided by the Client or created or purchased by the Contractor at the Client's expense are owned by the Client. The Contractor will use these tools exclusively for the performance of the Contracts and manage them and keep them in good condition at its own expense and risk. Unless authorised to do so in writing by the Client, the Contractor will refrain from using or having these items used by or on behalf of third parties; nor will the Contractor disclose the information to third parties or otherwise allow it to be made available to third parties.

11.5 The Contractor is obliged to adequately insure all property and other goods of the Client in its possession, keep them separate from other goods and mark them as property of the Client.

11.6 The Client has the right to immediately demand its property at the Contractor's premises. The Contractor is obliged to cooperate in the delivery of property to the Client, including admitting the Client to its premises during normal business hours.

Clause 12 – Confidentiality

12.1 The parties will observe strict confidentiality with regard to non-public information which they become aware of in the execution of the Contract and parties will take all precautionary measures to ensure that information of a confidential nature is kept confidential.

12.2 In the absence of prior written consent from the Client, the Contractor will refrain from giving any form of publicity to either the existence or the execution of the Contract.

Article 13 – Vicarious liability (“ketenaansprakelijkheid”)

13.1 The Contractor guarantees that it will comply with all its legal obligations with regard to vicarious liability and recipients' liability, including payment of wages and surrender of taxes, premiums, levies, etc. and will scrupulously comply with the applicable Collective Labour Agreement. At the Client's first request, the Contractor will provide a recent statement of payment history from the Tax and Customs Administration. The Client will at all times have the right to pay the Contractor all social insurance premiums and wage tax and national insurance premiums that are payable in respect of the Performance, for which the Client may also be deemed jointly and severally liable, to be paid to the Contractor by transfer into its blocked account (G-account).

13.2 At the Client's first request, the Contractor is obliged to unconditionally supply additional information regarding the natural persons deployed by the Contractor in the execution of the Contract and to cooperate in audits conducted by the Client or third parties engaged by the Client. This duty of disclosure and right of audit serve only to verify the Contractor's compliance with the provisions of paragraph 1 and do not extend further than necessary and with due observance of privacy legislation.

13.3 The Contractor will indemnify the Client for all third-party claims and for all further damage resulting from the violation of its obligations as stipulated in paragraph 1.

13.4 The Contractor warrants that the obligations referred to above will also be strictly complied with by its deployed third parties.

Article 14 – Cancellation (“opzegging”) and termination (“ontbinding”)

14.1 In addition to the possibilities under the law, the Client is entitled at all times, subject to a notice period of sixty (60) days, to cancel the Contract, either in full or in part, without stating any reason and the Client incurring any obligation to pay damages. In the event of such cancellation, the Contractor will be entitled to claim payment only in respect of the Performance executed to the Client's satisfaction up to the date of the cancellation in accordance with the relevant Contract.

14.2 The Client will be entitled, at its discretion, to immediately suspend performance of the Contract in whole or in part, or to cancel the Contract, without the Client being obliged to pay damages in this respect in the following circumstances: a) a suspension of payments or where a bankruptcy order is issued or has been petitioned in respect of the Contractor; b) if the Contractor's business is terminated or sold; c) where the Contractor is placed under guardianship or is subject to an administration order; d) if the Contractor is prevented from executing the Contract due to any administrative, public, judicial or political decision or order from any government or semi-government authority (including, but not limited to, exclusion, blacklisting, country restrictions or sanctions, licence withdrawal or suspension of the Contractor's permits which are necessary for the execution of the Contract); e) upon the Contractor's death; and f) in case of an attachment order affecting a significant portion of the Contractor's operating assets or goods required for the execution of the Contract;

14.3 In addition to the possibilities under the law, non-compliance with the Client/APi Group Supplier Code of Conduct and/or the Contractor's failure to cooperate in an audit or investigation by the Client

will constitute a failure to perform, justifying termination.

14.4 If the Contract is cancelled on the basis of paragraph 2, the Client will be released from its obligation to make further payments to the Contractor and all claims that the Client may have or receive then or thereafter vis-à-vis the Contractor will be immediately due in full. Furthermore, if the Contract is cancelled in accordance with paragraph 2 of this article, the Client will be entitled to recover in full from the Contractor all damage resulting from the cancellation.

Clause 15 – Liability

15.1 In addition to the cases in which the Contractor is liable under the Contract and/or the law, the Contractor is also liable for all damage caused by goods, such as tools and material operated under its responsibility, or by goods whose proper functioning is the responsibility of the Contractor.

15.2 The Contractor indemnifies the Client against all claims of third parties, including the Contractor's personnel and third parties engaged, resulting from the performance or failure to perform the Contract and/or related obligations by the Contractor. This indemnity covers all damage and costs which the Client may sustain or incur in that context.

15.3 The Contractor will take out adequate insurance and will provide proof thereof at the Client's request. This obligation to take out insurance applies also with respect to any auxiliary materials that may be put to use in the performance of the Contract.

15.4 The Client will not be liable for any damage incurred by the Contractor, its employees or third parties engaged by it, unless such loss or damage is due to gross negligence or intent on the Client's part.

15.5 In the event of force majeure, the provisions of Article 6:75 of the Dutch Civil Code will apply. Force majeure affecting the Contractor in any event does not include: shortage of staff, strikes, an attributable failure on the part of third parties engaged by the Contractor, non-performance of suppliers, failure of auxiliary materials, liquidity and/or solvency problems affecting the Contractor.

Clause 16 – Intellectual Property

16.1 All intellectual property rights relating to the Performance are vested in the Client.

16.2 The Contractor guarantees that the Performance does not infringe any intellectual property rights of the Contractor and/or third parties.

16.3 The Contractor will indemnify the Clients against any claims arising in connection with an infringement of the intellectual property rights of third parties and will indemnify the Client against any damage incurred in that respect.

Article 17 – Supplier Code of Conduct

17.1 The Contractor has read [the Client / APi Group Supplier code of conduct](#) and undertakes to comply strictly with its provisions.

Article 18 – Anti-Terrorism Screening and List of Denied Parties

18.1 The Client will on the basis of the name and country of establishment screen whether any (potential or existing) contractor appears on anti-terrorism or sanctions lists of denied parties, including the lists published by the EU, the United States and other countries and international organisations. The screening is performed by an automated database of a service provider currently established in the United States with which a data transfer agreement has been concluded to ensure the protection of personal data. If the name of a contractor appears to match a person or company on the list, other particulars acquired by the Client from the contractor will also be used to verify the match. The Client will not do any business with any contractor who appears on such a list insofar as applicable law or

Carrier policy prohibits the Client to do so. Should this policy change, the Client will inform the Contractor thereof insofar as required by law.

18.2 Each assignment is issued subject to the condition precedent of a favourable outcome of the screening in accordance with the first paragraph of this article. If it appears during the performance of a Contract that the Contractor's screening leads to an unfavourable outcome, the Contract will be deemed not to have been concluded and undone, without prejudice to the Client's right to recover any resulting damage from the Contractor and without the Contractor being entitled to claim any damages in this respect.

Article 19 – Audit

19.1 The Contractor will at all times provide the Client with adequate access to its premises, personnel, books and records and facilitate the Client so that the Client can evaluate and verify, by way of inspection and reproduction, compliance with the Contract and the accounting principles and business practices related to the Contract.

19.2 In so far as this may reasonably be required by the Client, the Contractor is obliged to prove the origin of raw materials and materials used in the execution of the Contract.

Article 20 – Personal data

20.1 Unless otherwise agreed in writing, both parties may process personal data of the other party in connection with the execution of the Contract. In this respect, the parties each independently determine whether and what personal data they process, and each party qualifies as a data controller within the meaning of the General Data Protection Regulation ("GDPR"). When processing personal data, the parties comply with the GDPR and other applicable privacy laws and regulations.

20.2 If necessary under applicable privacy laws and regulations, the parties will make further agreements on the processing of personal data, for example in the form of a processing agreement.

Article 21 – Applicable law; disputes

21.1 The validity, performance and interpretation of this GPC and of any Contract concluded between the parties, will be governed exclusively by Dutch law, to the exclusion of the rules of private international law, including the United Nations Convention on Contracts for the International Sale of Goods.

21.2 Any disputes arising in connection with the validity, performance and interpretation of the GPC and of each Contract concluded between the Parties will be referred to the exclusive jurisdiction of the District Court of Zeeland-West Brabant, Breda location. All extrajudicial costs incurred by the Client in collecting the amounts due by the Contractor will be at the expense of the Contractor; these costs are set at 15% of the amount to be collected, unless the Client proves that the costs it incurred were higher.

These General Purchase Conditions have been translated from the original Dutch version. In the event of inconsistency between this version and the Dutch version, the Dutch version prevails.

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