



# General Terms and Conditions of Purchase Qupra

Qupra - Amsterdam

Applicability of - any - general conditions used by the other party is hereby expressly rejected.

## A. General section

### General provisions

The provisions of Section A apply to both the purchase of products and the purchase of services.

#### Article 1 - Definitions.

"Delivery" shall mean, in the case of goods, the actual making available to the company and, in the case of work and services, the completion thereof. General terms and conditions of purchase" shall be understood to mean these general terms and conditions of purchase of Qupra

. "The company" shall be understood to mean Qupra using these general terms and conditions of purchase.

Goods" shall be understood to mean the movable property and/or property rights to be delivered as well as all work and services related



relating to the delivery of that good, insofar as they are not covered by Art. 1 of the Supplement to these General Conditions of Purchase.

"Contractor" shall mean the other party to the undertaking with respect to these General Conditions of Purchase.

The term "in writing" shall also mean by, fax, e-mail, EDI internet or other electronic medium.

"Performing services and performing work" shall mean the same as in clause 1 of said Supplement.

The term "goods" shall mean goods to be delivered by the Contractor, services to be performed and work to be performed.

## **article 2 - applicability.**

The following General Conditions of Purchase are applicable to all deliveries of products and/or services to Qupra (hereinafter Qupra) and/or its affiliates insofar as no other Agreements have been expressly concluded. Qupra rejects additional or different terms and conditions made available by the Supplier at all times, regardless of whether these terms and conditions materially alter a Purchase Order and regardless of whether Qupra has accepted or paid for the Supplier's goods. Reference to any quotation, offer or proposal of the Supplier does not imply acceptance of all terms, conditions or regulations contained in the relevant document. Qupra is entitled to amend these General Conditions of Purchase. The amendments shall enter into force four weeks after the announcement or on the date specified in the announcement.

## **Article 3 - Establishment of Agreements.**

3.1 Agreements come into effect at the moment the Supplier accepts Qupra's Purchase Order. A Purchase Order is deemed to be accepted:

(a) if the Supplier has expressly accepted the Purchase Order;

(b) once the Supplier has begun to execute the Purchase Order;



or (c) if the Supplier has not expressly rejected the Purchase Order within three business days of receipt.

3.2 Qupra may cancel the purchase order up to the time of delivery. In this case, Qupra will only reimburse Supplier's demonstrable actual costs incurred up to the time of delivery.

#### **Article 4 - Billing and Payment.**

4.1. The Supplier shall invoice the amount due for the products and/or services purchased by Qupra no earlier than the date of delivery of those products and/or provision of those services. The Supplier shall put the invoice amount on one invoice and shall not send partial invoices. Qupra shall have no obligation to pay such partial invoices. Invoices shall be submitted to Qupra's Accounts Payable department, unless the Parties have agreed Qupra shall submit the invoices ("self-billing"). At Qupra's request, the Supplier uses an electronic invoicing platform (from a third party) on which the payment status can be viewed. Each of the parties shall bear its own costs for the use of the aforementioned platform for electronic invoicing. Supplier agrees to Qupra sharing invoice status with a third party selected by Qupra.

Each invoice must meet legal requirements including sales tax and invoice requirements. Purchase invoices must be accompanied by a PO number, which can be obtained from your buyer/contact person. The mere payment or receipt of invoices without protest does not mean that Qupra agrees with the invoice or the soundness of the services invoiced. Payment of amounts due will be made within 65 days of receipt of the invoice, provided the invoice meets the requirements set forth in this article. Qupra has the right to make payment in whole or

partially suspended as long as the Supplier fails to fulfill its obligations. In case Qupra wrongfully leaves an undisputed invoice unpaid, the Supplier is entitled to default interest in the amount of 3% on an annual basis. The



interest shall be calculated from the due date on the undisputed amount. All Supplier's rights of action against Qupra lapse after the expiry of a period of two years, calculated from the day following the day on which the claim became due and payable or, if earlier, the day on which the Supplier became aware of the claim.

4.2. Qupra reserves the right to invoice disputed amounts to Supplier after 14 days of notification to Supplier and to offset them against payment for the products and/or services provided.

### **Article 5 - Warranty.**

The Supplier warrants that the products delivered, services performed and/or results are in accordance with the specifications stated in the Agreement. The Supplier also guarantees that the products delivered are free of defects and manufactured from sound materials. Without prejudice to Qupra's right to compensation for all costs and damage resulting from the defectiveness or unsuitability of a product and/or result supplied by the Supplier, the guarantee implies among other things that all defects arising during the guarantee period shall be repaired or replaced in their entirety by the same product and/or result immediately at Qupra's first written request and at the Supplier's expense within 3 weeks from the date of Qupra's written notification.

For products, the guarantee also implies that the Supplier will issue a credit note at Qupra's request in the amount of the total number of returned defective products, based on the last applicable purchase price or any other agreed price or method.

The warranty period for Qupra's consumer products is 24 months from the date of sale to the consumer, with a maximum of 30 months from the date of delivery. The warranty period for other products is 18 months from the



date of delivery, unless otherwise stated in the Agreement. In urgent cases, Qupra may, without prejudice to its other rights, repair the defective (parts of) products itself at its customers' premises at the Supplier's expense. Upon request, the Supplier shall in such cases provide spare parts and/or tools free of charge and/or all possible support. The Supplier and its suppliers shall comply with the requirements stated in the supplier code of conduct for suppliers at [www.quprawholesale.com](http://www.quprawholesale.com).

Qupra is authorized from time to time to conduct an audit or similar check or to have a third party conduct an audit of compliance with the supplier code of conduct. Supplier shall respond with due diligence to Qupra's requests for information regarding compliance with the supplier code of conduct.

## **Article 6 - Intellectual Property Rights.**

6.1 The Supplier hereby assigns to Qupra all (intellectual) (property) rights to, and interests in, all results of work which the Supplier performs specifically for Qupra in developing and providing the products and services, and for which Qupra pays (for the most part), which assignment is hereby accepted by Qupra immediately after the emergence of those rights, now for then. Insofar as necessary, the Supplier hereby grants Qupra an irrevocable power of attorney, in the Supplier's name, to execute any deeds necessary for the transfer of the aforementioned (intellectual) (property) rights. To the extent permitted by law, the Supplier waives the rights listed in Section 25 of the Copyright Act of 1912. At Qupra's request, the Supplier shall provide the source code of

the software developed for Qupra within 10 (ten) business days after Qupra has accepted the specific result in accordance with the required specifications.

6.2 If and to the extent that the products delivered, services performed and/or results are subject to pre-existing intellectual property rights of the



Supplier, the Supplier hereby grants Qupra a perpetual license with respect to such rights, including the right to sublicense to its customers. At Qupra's request, the Supplier shall give the source code of all software in the pre-existing intellectual property rights to a third party in escrow and Qupra shall have the right to be a beneficiary of the escrow agreement.

6.3 The Supplier shall indemnify and protect Qupra against, and indemnify Qupra in respect of, all costs arising out of or in connection with an allegation that the products delivered and/or services performed or any part thereof and/or the commercial use thereof by Qupra within its business activities directly or indirectly or in part infringe the (intellectual) property rights of a third party or constitute unlawful disclosure, unlawful use or unlawful appropriation of the trade secrets of a third party (hereinafter: the Infringement), provided that Qupra notifies the Supplier of the Infringement within a reasonable period of time and involves the Supplier in the defense and negotiations in connection with a settlement or settlement. In the event of such Breach, the Supplier shall ensure that Qupra's business activities are not interrupted or disrupted. All costs incurred by Qupra in connection with the Breach shall be reimbursed by the Supplier. All (intellectual) property rights of resources made available to the Supplier by Qupra shall remain vested in Qupra and/or its licensors. The Supplier is obliged to clearly mark resources as the (intellectual) property of Qupra, keep them in good condition, store them separately and insure them at the Supplier's expense against all risks for as long as the

Supplier acts as holder for Qupra with respect to those devices. The Supplier shall use the devices only for the duration and for the purpose of the performance of the Agreement and shall return them to Qupra upon first request.

## **Article 7 - Confidentiality.**



Qupra and the Supplier undertake not to disclose to third parties any product, market, customer or company information concerning the other party, unless such information:

- (a) is of common knowledge, without being caused by a breach of the confidentiality obligation in question;
- (b) developed independently by the other party without using this information;
- (c) was lawfully obtained by the other party from a third party and which third party is not bound by a similar confidentiality obligation;
- (d) must be disclosed pursuant to law or regulation, a court order or a ruling by a regulatory authority.

The parties undertake to use the said information exclusively for the performance of the Agreement concluded between them. The parties undertake to impose on persons employed by them in the performance of the Agreements concluded between them the same obligations as set forth above. The above obligations of confidentiality shall remain in force during the term of this Agreement and for two years after its termination.

## **Article 8 - Personal Data.**

8.1 In performing its obligations under a Purchase Order/Agreement, the Supplier shall comply with all applicable laws and regulations regarding the protection of Personal Data relating to Qupra (such as employees, customers, business relations and contacts of Qupra), in particular the General Data Protection Regulation, Personal Data Protection Act and the Telecommunications Act. The Supplier shall process the Personal Data relating to Qupra only on behalf of and in accordance with the regulations



of Qupra (unless required by law) and only to the extent necessary for the fulfillment of its obligations under a Purchase Order.

8.2 General obligations under the General Data Protection Regulation (GDPR). Any Supplier that stores, uses, retrieves or otherwise processes Personal Data is a processor within the meaning of the AVG. The Supplier shall only process Personal Data after having entered into a Processor Agreement with Qupra in this regard. The Supplier shall keep a record of the processing activities it performs on behalf of Qupra and, if applicable, under joint processing responsibility. If the Supplier processes large amounts of data, the Supplier shall additionally establish a Data Protection Officer (also referred to as: Privacy Officer). The Supplier shall, upon instruction from Qupra, implement the measures to assist Qupra in complying with the rights of data subjects whose Personal Data is processed. The Supplier shall allow both the Personal Data Authority and Qupra to monitor the Supplier's compliance with privacy rules. In case of conflict between Qupra's instructions and legislation, the Supplier will immediately inform Qupra so that the parties can find a solution that does not conflict with legislation.

8.3 Sub-processors and processing outside the European Economic Area (EEA). The Supplier shall engage sub-processors only after

written consent Qupra. The Supplier shall not, unless it has obtained explicit prior written consent from Qupra, process or cause to be processed Personal Data by itself or by third parties in countries outside the European Economic Area (EEA). Such processing can only take place on the basis of a processor agreement based on the "EU Model Contractual Clauses" for the transfer of Personal Data to processors located in third countries as described in Article 46, second paragraph, subparagraphs c and d of the AVG. 7.4 Retention periods. Supplier shall destroy or return Personal Data to Qupra after the end of the legal retention period.





## **Article 9 - Security Requirements and Data Breaches.**

9.1 Technical and organizational security measures. In order to guarantee the confidentiality, integrity and availability of the data that the Supplier shall process or to which the Supplier shall have access, the Supplier shall demonstrably take appropriate and effective technical and organizational security measures, which, in view of the current state of the art and the costs involved, are in line with the nature of the Personal Data to be processed, to protect the Personal Data against loss, unauthorized access, or any form of unlawful processing, as well as to guarantee the (timely) availability of the data. Parties may separately agree on technical security measures through the Qupra Security Policy (KSP) and Parties may record this in a separate Security Annex. The technical and organizational security measures include at least:

(a) measures to ensure that only authorized personnel have access to Personal Data for the purposes described.

(b) measures whereby the Supplier allows its personnel and sub-processors to access Personal Data only through named

accounts, where the use of those accounts is adequately logged, and where those accounts provide access only to that Personal Data to which access is necessary for that individual.

(c) measures to protect Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorized or unlawful storage, processing, access or disclosure.

(d) measures to identify vulnerabilities with respect to the processing of Personal Data in the systems deployed to provide services to Qupra.

(e) measures to ensure the timely availability of the Personal Data.



- (f) measures to ensure that Personal Data is processed logically separate from Personal Data it processes for itself or on behalf of third parties.
- (g) measures to ensure secure network connections.
- (h) the other measures agreed by the Parties in the Processor Agreement.
- (i) If agreed upon: the measures agreed upon by the Parties on the basis of the KSP as laid down in a separate Security Annex.
- j) Supplier shall ensure that Personnel involved in the processing of Personal Data have signed a confidentiality agreement. Upon Qupra's request, Processor shall make this confidentiality agreement available for inspection.

9.2 Monitoring for data breaches. Supplier shall actively monitor for data breaches such as breaches of security measures. As soon as a data breach occurs, has occurred or could occur, Supplier is obliged to notify Qupra immediately and at the latest within 24 hours after discovery, both by telephone and by email.

In doing so, Supplier shall provide all relevant information regarding:

- (a) the nature of the data breach.
- (b) affected and potentially affected Personal Data and data subjects.
- (c) the observed and probable consequences of the data breach.
- d) the measures that have been or will be taken to resolve the data breach or minimize the consequences/damage.



Supplier shall investigate and remedy the breach and mitigate the negative impact of the breach on the privacy of the data subjects. If Supplier is based in another EU member state, Supplier shall also comply with the relevant and applicable privacy law of its country of establishment. Supplier shall indemnify Qupra for all costs incurred by Qupra as a result of a data breach or other violation of Personal Data.

## **article 10 - dissolution of the agreement.**

10.1 If the Supplier fails to fulfill his obligations under the agreement(s), or fails to do so on time or properly, Qupra shall give the Supplier notice of default, unless the Parties have agreed on a strict deadline and/or fulfillment is otherwise permanently impossible. In that case the Supplier is in default without further notice of default and Qupra is authorised to dissolve the agreement(s) in whole or in part with immediate effect and without judicial intervention, or to suspend the

suspend (further) performance of the agreement(s) with the Supplier, without prejudice to its other rights, including the right to damages.

10.2 Qupra is also entitled, without prejudice to any rights to compensation for all damages, to dissolve the Agreement in whole or in part with immediate effect without any liability to reimburse the Supplier's costs and without judicial intervention and without notice of default, if:

- (a) the Supplier ceases its business activities;
- (b) the Supplier has applied for or been granted suspension of payments;
- (c) a bankruptcy petition has been filed by or against the Supplier or the Supplier has been declared bankrupt;
- (d) some or all of the Supplier's assets have been seized; or



(e) control of the Supplier's business has been transferred to a third party. Dissolution shall be by written declaration.

10.3 Qupra is furthermore entitled to terminate the Agreement at any time and without giving reasons with due observance of a notice period of at least 2 (two) months. In that case Supplier is entitled - to the exclusion of other claims including also claims due to loss of profit, lost savings, reduced goodwill, and/or lost coverage of overhead costs - to compensation for all the work that was correctly performed prior to the termination in accordance with the Agreement on the basis of the prices and rates stated in the Agreement. Qupra shall have no obligation to compensate Supplier at any

otherwise compensate for the consequences of termination of the agreement.

### **Article 11 - Applicable law, disputes and language.**

Dutch law is applicable to these GPC as well as to all Agreements of which these GPC are a part. The said terms of delivery shall be interpreted in accordance with the meaning ascribed to them in the most recent version of the Incoterms. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is explicitly excluded. All disputes related to these GPC and Agreements of which these GPC are part are submitted to the competent civil court in The Hague. These GPC appear in both Dutch and English. In case of differences in interpretation, the English version is decisive and binding between parties.

### **Article 12 - Audit.**

Qupra is entitled, during the term of the Agreement and for up to 2 years after its termination, to conduct an audit, or have one conducted, by its internal audit department, or an independent auditor, of the Supplier's



performance of the Agreement, including in any event with respect to the quality of the Supplier's business operations, the quality of business processes, the accuracy of reports and invoices, and compliance with legal obligations and obligations under the Agreement. Supplier shall cooperate fully with such audit. In performing the work, the auditor shall exercise all due diligence and in accordance with professional auditing standards.

## **Chapter B: Provisions applicable to products**

In addition to the provisions of Chapter A, the provisions of Chapter B apply only to the purchase of products.

### **Article 13 - General requirements for products.**

13.1 The products shall in any case:

- (a) function in accordance with, and in every respect comply with, what has been agreed upon;
- (b) comply with what is stated in the agreed documentation (in English);
- (c) meet the requirements established by or under the Act;
- (d) bear a CE mark;
- (e) conform to the properties proposed by the Supplier;
- (f) be free from defects in material, workmanship, construction and design.



13.2 Suppliers must comply with peripheral equipment requirements (Radio Equipment Directive and (RED) and EMC Directives).

#### **Article 14 - Harmful substances and/or preparations.**

The Supplier guarantees that the products do not contain any substances and/or preparations prohibited by or under the law for the products.

#### **article 15 - delivery of products.**

The SV001 delivery and packaging document applies to all suppliers delivering goods to Qupra stock locations. The Supplier shall not deliver the products purchased by Qupra with accompanying documentation until the agreed date. Delivery shall be Delivery Duty Paid, as defined in the latest version of the Incoterms, and on the date and delivery address agreed in the contract. Partial deliveries are not permitted without the prior written consent of Qupra.

#### **article 16 - inspection during and after delivery.**

Within a period of 30 days counting from the date of delivery, (part of) the shipment or a product can be rejected, if it appears that the general requirements as stated in article 13 (General requirements for products) of the GPC and/or the agreed requirements as stated in the Agreement are not met. If a (part of the) shipment or a product is rejected, the Supplier shall at its expense within 3 working days after the notice of rejection is received in accordance with Qupra's request:

- (a) still provide the missing; or
- (b) if so requested, collect the rejected item, then repair or replace it, and deliver it again after repair or replacement.

Qupra is also entitled during manufacture and/or within 30 days after delivery to have the (partially) manufactured products tested by an



independent testing institute. If the testing institute rejects the products, the costs of testing shall be borne by the Supplier. If the rejected product is not collected within a reasonable period of time, it may be returned at the Supplier's expense. At the time of collection or return, ownership and risk shall revert to the Supplier. The repaired, replaced or as yet delivered (parts of the) shipment or products may be inspected (again). In the event

the products are again rejected, the Supplier shall, if so requested by Qupra, still comply with his obligations within the deadline set by Qupra. The costs of retesting and transport costs shall be borne by the Supplier.

### **Article 17 - Product Liability.**

The Supplier shall indemnify Qupra against all third party claims regarding defective products within the meaning of the product liability provisions of the Civil Code.

## **Chapter C: provisions applicable to services**

In addition to the provisions of Chapter A, the provisions of Chapter C apply only to the purchase of services.

### **Article 18 - General requirements for services.**

18.1 The Supplier warrants that it will perform the services with the degree of care, expertise and professionalism customary within the Supplier's line of business and that the results will meet the agreed specifications and/or service descriptions.

18.2 The Supplier is not permitted to transfer and/or subcontract all or part of its obligations under an Agreement to a third party (including secondment) without Qupra's prior written consent. The Supplier shall impose the same obligations on the third party as apply between Qupra and the Supplier. The Supplier, even with written consent, remains responsible



and fully liable for the performance and fulfillment of all its obligations and those of any of the aforementioned third parties, including but not limited to the payment of sales tax

(VAT), payroll tax, national insurance contributions and employee insurance contributions, and for compliance with applicable legislation. At Qupra's first request, the Supplier shall provide Qupra with the necessary information regarding the work performed by these third parties.

18.3 At Qupra's request, the Supplier shall cooperate with third parties designated by Qupra.

18.4 The Supplier shall only provide qualified persons for the agreed services. In case of justified doubt of Qupra about the suitability of a person, Qupra may request that this person be replaced as soon as possible at the expense of the Supplier.

## **article 19 - review and approval.**

19.1 Assessment of the services and approval of the results shall take place on behalf of Qupra by the persons and/or departments designated for this purpose. If in the opinion of Qupra the services have not been performed in accordance with what has been agreed and/or if the results do not correspond to the specifications, Qupra is entitled to refuse the services and/or results. Refusal by Qupra will be in writing, stating the reasons for this decision. Errors and/or shortcomings shall be rectified by the Supplier without delay. All associated costs shall be borne by the Supplier.

19.2 Without prejudice to the provisions of Article 16.1, Qupra and the Supplier may jointly carry out spot checks. Any errors and shortcomings arising therefrom shall be rectified by the Supplier without delay, if necessary also in the previous results.





## **Article 20 - Rates and Fees for Services.**

20.1 Services shall be paid on the basis of an agreed fixed price, unless otherwise agreed. The payment of the price includes the total compensation for all services performed on the basis of the Agreement, including any additional services and/or changes to the services.

20.2 The rates stated in the Agreement shall apply for the duration of the Agreement, unless otherwise agreed.

20.3 All expenses are included in the agreed rate. Travel expenses and travel time are only billable if it is a business trip where the start and end of the trip are a different from the agreed place of work and this trip is made by order of Qupra.

## **Article 21 - Taxes and social contributions.**

21.1 The Supplier is and remains at all times responsible and liable for the fulfillment of its obligations under the Agreement arising from tax and social insurance legislation. The Supplier shall indemnify Qupra against claims in this respect.

21.2 The Supplier shall at first request, within 30 days of this request, submit to Qupra a Statement of Payment History compliance with tax obligations issued by the Tax Authorities which is not older than 3 months. If the Supplier fails to produce this statement, Qupra is entitled, for as long as this failure continues, to suspend all payments to the Supplier under the Agreement until the statement is produced. In this case, Qupra shall not owe any interest.

21.3 Qupra may deposit the amount for which Qupra may be liable under Article 34 and/or Article 35 of the Collection Act



into the Supplier's G account. To this end, the Supplier shall disclose its G account to Qupra and indicate it on all its invoices. If article 34 is applicable, Qupra will apply as a percentage 55% (fifty-five percent) of the invoice amount (excluding VAT), unless otherwise agreed in writing. If article 35 is applicable, Qupra will apply as a percentage 30% (thirty percent) of the invoice amount. The Supplier agrees to deposit into its G account.

21.4 The Supplier is not permitted to have the agreed work performed by (a) Self-employed person(s) without personnel (ZZP-er(s)) without the prior written consent of Qupra. A ZZP-er is understood to be a person who is not employed by the Supplier or a third party, including the director-major shareholder employed by his company if that company has no other employee(s) apart from the director-major shareholder. In the event that Qupra has not granted the written consent referred to here, Qupra shall not be obliged to make any payment for work performed by ZZP-er(s). The Supplier shall indemnify Qupra for all damages resulting from additional levies imposed on Qupra by the Tax Authorities in respect of payroll tax, national and employee insurance contributions and health insurance law contributions. Including penalty and interest related to the use of ZZP-er(s).

## **Article 22 - Non-competition clause.**

The Supplier shall ensure that a person provided to Qupra by the Supplier is not deployed to competitors of Qupra in the performance of substantively closely related assignments, for a period of up to 1 (one) year after termination or dissolution of the Agreement, unless Qupra and Supplier agree otherwise. In all cases, the parties shall describe as accurately as possible the area of work and competitors to which the clause is declared applicable.



## B. Supplement to the General Conditions of Purchase.

### **article 1 - Application.**

Any person or company, which enters into a contract with the Company to perform work and/or provide services, not being an employment contract, and whether or not involving the supply of goods (hereinafter referred to as the Contractor) shall be subject to this Supplement to the General Conditions of Purchase in addition to the General Conditions of Purchase Part A.

### **Article 2 - Additional and less work.**

Additional and less work will be accepted by the company only if agreed in writing.

### **Article 3 - Personnel.**

Before commencing the work, the Contractor must request permission from the Company to use personnel other than its own. Before or during the execution of the order, the Contractor must be able, on request, to provide the Company with a written statement of all personal details and of all terms and conditions of employment (and changes thereto) of all supervisory and executive personnel performing the order. Persons may be employed for assembly work only with the written consent of the company. The contractor remains responsible for compliance with safety regulations and laws. Offering employment to Qupra employees is not permitted under penalty of an immediately payable fine of 5,000 euros, and 1,000 euros for each day that the violation continues.

### **Article 4 -Compliance with social insurance laws.**



The Contractor guarantees to the Company compliance with the social insurance laws and tax laws with respect to the employees referred to in Art. 3. Upon request, he shall be obliged to provide the Company in writing with the name and address of the relevant trade association(s) and tax inspectorate, as well as the number of registration with such trade association(s) and payroll tax number, before the work commences.

### **Article 5 - Working Hours.**

The working hours of the personnel referred to in Art. 3 shall, unless otherwise agreed, be the same as those established for the personnel employed by the company. If required by the company, a clock card or other means of control will be used by these employees.

### **Article 6 - Work, order, etc.**

The provisions on order and safety in force at the company shall apply in full, unless otherwise agreed. Upon arrival at or departure from the site or work, the Company shall have the right to examine what items the Contractor and all those performing the job are carrying with them. The Contractor shall at his expense provide all auxiliary materials, tools and company clothing required for his work, unless otherwise agreed in writing. If the Contractor uses auxiliary materials and tools belonging to the Company, he shall be obliged to return these as soon as possible in the condition in which he received them. He shall report observable defects immediately. The items used by the Contractor shall comply with the company's safety requirements, without prejudice to the Contractor's liability pursuant to article 24 of the General Conditions of Purchase.

### **Article 7 - Strike.**



The Company shall not pay wages and/or other compensation for the benefit of Contractor's personnel and/or personnel performing the contract for the Contractor, nor costs of tools and aids used in connection with the contract by the Contractor and/or by companies or persons working for him, for the period during which such persons are prevented from working, or such tools and aids cannot be used as a result of a strike of such or other employees working for the Company.