

This is an unofficial translation of the original Dutch text "Algemene Inkoopvoorwaarden Chubb Fire & Security B.V." (which can be found at <https://www.chubbfiresecurity.com/nl/nl>). This unofficial translation is furnished for Supplier's convenience only. The original Dutch text will be binding and shall prevail in case of any variance.

Article 1 Definitions

GPC: these general purchase conditions

Chubb: Chubb Fire & Security B.V.

Supplier: each legal entity and/or natural person with which/whom Chubb has made arrangements in writing.

Agreement: the arrangements agreed in writing between Chubb and Supplier.

Work: the delivery of goods, the provision of services or the execution of works.

Delivery of Work: the delivery (goods, services) or completion (works) of Work.

Article 2 – Applicability

- 2.1 The GPC apply to all Agreements regarding the performance of Work by Supplier on behalf of Chubb, and to all quotations from Supplier and all requests for offers and assignments issued by Chubb.
- 2.2 The general sales conditions of Supplier (under whatever name) are expressly excluded.

Article 3 – Assignment conditions

- 3.1 Quotations from Supplier are irrevocable, unless expressly stated to the contrary in writing. All costs arising in connection with the preparation of a quotation are at the expense of Supplier.
- 3.2 Assignments will only be binding on Chubb if they have been issued in writing by Chubb. If Supplier performs Work or makes preparations to do so prior to having received the written assignment, Supplier does so at its own expense and risk.
- 3.3 If Supplier fails to confirm in writing the assignment within fourteen (14) days of receipt of the assignment, Chubb shall reserve the right to cancel the assignment. By confirming the assignment, Supplier is deemed to have accepted the GPC. If Supplier confirms the assignment and makes additions or other changes thereto, such changes will not form part of the Agreement unless expressly approved in writing by Chubb.

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

- 4.1 Chubb shall upon Supplier's request endeavour to enable Supplier to dispose of the information it requires in the performance of the Agreement. Supplier will be deemed to have investigated the performance location and the specific requirements governing the Work.
- 4.2 Where Chubb furnishes Supplier with drawings or other instructions, these must be complied with by Supplier when executing the Agreement.
- 4.3 Where such drawings or other instructions or goods supplied by Chubb would contain errors or defects which would result in Supplier not performing the Agreement in good faith having failed to bring these to the attention of Chubb, Supplier shall be responsible for the negative consequences of its negligence in this respect.

Article 5 – Execution of the Agreement

- 5.1 The Agreement must be executed in the manner and within the deadlines specified in the Agreement. The deadlines are to be regarded as firm dates; if exceeded, Supplier will be automatically in default. Where Supplier fails to meet a deadline, Supplier must pay an immediately due penalty of 1% of the assignment value for each day that the default continues, without prejudice to all other rights which Chubb may have.
- 5.2 Supplier warrants that the Work complies with the (requirements of the) Agreement and meets the purposes for which the Agreement was concluded.
- 5.3 Supplier shall use the appropriate materials in executing the Agreement and likewise deploy an adequate number of qualified personnel and/or third parties. Supplier is at all times responsible for such materials, personnel and/or third parties.
- 5.4 In the absence of prior written consent from Chubb, Supplier shall refrain from assigning the Agreement or any part thereof or outsourcing the execution thereof to a third party. Such consent does not discharge Supplier of its obligations and does not affect Supplier's responsibility with regard to actions undertaken by those it has assigned to execute the Agreement on its behalf.
- 5.5 Delivery of more or less than the ordered quantities or partial delivery is not allowed, unless expressly agreed in writing.

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- 5.6 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, quality certificates, inspection and guarantee certificates, instruction manuals and user guides.
- 5.7 Goods shall be delivered DDP to the agreed address, unless expressly agreed otherwise in writing.
- 5.8 The Delivery of Work will be deemed completed once the Work has been accepted by Chubb.
- 5.9 Supplier is an independent party; under no circumstances may it be regarded as an employee or agent of Chubb.

Article 6 – Inspection

- 6.1 Notwithstanding the provisions of article 5.8, Chubb reserves the right to reject the Work within a period of sixty (60) days of the Delivery, if the Work is not in compliance with the Agreement. Where rejected as such, Chubb shall store or place elsewhere the rejected Work at Supplier's expense and risk.
- 6.2 Acceptance by Chubb of the Work will not discharge Supplier of its liability for any apparent or hidden inadequacies in the Work that were not discovered by Chubb during the inspection, nor does an inspection discharge Supplier of any other obligation such as but not limited to those set forth in article 10.
- 6.3 If, after consultation with Supplier or based on the circumstances, it can reasonably be assumed that Supplier will fail or will be unable to arrange for the deficient Work to be replaced or remedied on time or as appropriate, Chubb shall be entitled to terminate the Agreement with Supplier with immediate effect, without prejudice to Chubb's other rights, including the right to claim compensation for damages.

Article 7 – Packaging and packing list

- 7.1 Supplier shall pack and transport the goods at its own expense and risk, with due regard 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. Supplier 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. Return packaging must be clearly marked as such by Supplier. Return packaging shall be dispatched at Supplier'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, Chubb's article code number, as well as a description of the goods and the number of goods dispatched.

Article 8 – Quality requirements

- 8.1 Supplier shall execute the Agreement in accordance with the technical norms and standards, as set forth in the Agreement (likewise in accordance with the specific requirements that apply at the performance location) and shall abide by the licensing, safety and environmental requirements imposed by the authorities.
- 8.2 Supplier warrants that the Work complies with the provisions of the Agreement and that it is free from defects that would render it unsuitable for normal use or usage such as Supplier is acquainted with.
- 8.3 Supplier is liable for any damage caused by (any incorrect handling of) the presence or improper removal of hazardous and/or noxious substances, including asbestos, CFCs and halons.

Article 9 – Payment

- 9.1 The prices are fixed and include: a) all costs, such as packaging, transport, insurance, travel and accommodation costs; b) all duties and taxes such as import and export duties, excluding VAT.
- 9.2 Supplier shall itemize and furnish all invoices as specified in the Agreement.
- 9.3 Payment will be made within sixty (60) days of receipt of the invoice, provided the Work has been accepted. Invoices may only be issued upon Delivery of the Work.
- 9.4 Chubb shall be entitled to suspend payment to Supplier in the event that Supplier defaults on its obligations, wholly or in part.
- 9.5 Payment by Chubb in no way implies waiving of its rights.

- 9.6 Chubb shall be entitled at all times and for whatever reason to set off its debts to Supplier against monies owed by Supplier to Chubb.
- 9.7 Only additional work for which in advance an assignment in writing has been issued by Chubb, may be charged for.

Article 10 – Warranty

- 10.1 The warranty period has been specified in the Agreement. In absence of such a specification in the Agreement, a warranty period of at least twenty-four (24) months applies. The warranty period commences at the time of Chubb's acceptance of the Work in accordance with article 5.8.
- 10.2 During the warranty period Supplier guarantees the reliability of the Work and that the Work is in conformity with the Agreement. This warranty covers at least the following:
 - (a) the goods or materials that are being delivered or used are new, 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 Work is provided with and include all details and instructions that are required to ensure correct and safe usage.
- 10.3 Where it transpires that the Work - regardless of the results of any prior inspections - is not in accordance with the provisions of clause 2 of this article, Supplier shall at Chubb's first request restore or replace or replenish the faulty Work at its own cost and as instructed by Chubb, unless Chubb opts to terminate the Agreement in accordance with article 15.2. All costs incurred in connection herewith (including for repairs and disassembly) are at the expense of Supplier. Upon acceptance of the work carried out under warranty, a new warranty period of the same duration commences forthwith.
- 10.4 In urgent cases and where, having consulted with Supplier, it can reasonably be assumed that Supplier will default on its warranty obligations, Chubb shall have the right, at Supplier's expense, to execute the repair or replacement or to have this done by third parties. This does not discharge Supplier of its obligations.

Article 11 – Risk and Ownership

- 11.1 The risk in respect of the Work is deemed to transfer once the Work has been expressly accepted by Chubb.
- 11.2 Ownership of the Work is deemed to transfer forthwith upon delivery. Supplier warrants that this represents a full and unencumbered ownership. All rights and entitlements arising in connection with rights of retention or the right to claim back unpaid goods are hereby waived in advance by Supplier.
- 11.3 If the Work is rejected by Chubb, the risk and the ownership will be deemed to have never been transferred to Chubb.

Article 12 – Confidentiality

- 12.1 Parties shall observe strict confidentiality with regard to information which they become aware of in the performance of the Agreement and parties shall take the requisite precautionary measures to ensure that information of a confidential nature is not divulged.
- 12.2 In the absence of prior written consent from Chubb, Supplier shall refrain from giving any form of publicity to either the existence or the performance of the Agreement.

Article 13 – Force majeure

- 13.1 In the event of force majeure, performance of the Agreement will be suspended wholly or in part for the duration of the force majeure, without parties being liable to compensate each other in this respect. Where the force majeure persists for more than thirty (30) days, the other party shall have the right to terminate the Agreement forthwith by registered letter, without recourse to the courts and without giving rise to any ensuing right to compensation. Force majeure affecting Supplier in any event does not include: shortage of staff, strikes, breach of contract on the part of third parties deployed by Supplier, non-performance of suppliers, failure of auxiliary materials, liquidity and/or solvency problems affecting Supplier.

Article 14 – Compliance with law

- 14.1 Supplier shall make sure that all prescriptions arising under the applicable legislation and regulations, including those regarding health, safety and environment, are complied with at all times.
- 14.2 Supplier warrants that it shall meet its statutory obligations regarding the payment of wage tax and national insurance contributions to be withheld by the employer, and comply meticulously with the applicable CLA (collective labour agreement). Supplier shall at Chubb's first request furnish a recent statement of payment behaviour from the Tax Authority concerning wage tax

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and national insurance contributions to be withheld by the employer ("verklaring betalingsgedrag inzake loonheffingen").

Chubb shall at all times have the right to arrange for all social insurance premiums and wage tax and national insurance premiums that are payable in respect of the Work, for which Chubb may also be deemed jointly and severally liable, to be paid to Supplier by lodgement to its blocked account as set forth in the Chain Liability Act (Wet Ketenaansprakelijkheid) (G-account).

- 14.3 Supplier warrants and shall ensure that the obligations referred to above will also be strictly complied with by its deployed third parties.

Article 15 – Cancellation and termination

- 15.1 Chubb shall be entitled at all times, subject to a notice period of sixty (60) days, to unilaterally terminate the Agreement by registered letter, without stating any reasons and without Supplier being entitled to claim damages in this respect. In the event of such termination, Supplier shall be entitled to claim payment only in respect of the Work executed to Chubb's satisfaction up to the date of the termination in accordance with the relevant Agreement.
- 15.2 Chubb shall be entitled, at its discretion, to suspend performance of the Agreement wholly or in part, or to terminate the Agreement extrajudicially by serving notice in writing (without Supplier being entitled to claim 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 Supplier; b) if Supplier's business is terminated or sold; c) where Supplier is placed under guardianship or is subject to an administration order; d) if Supplier is prevented from executing the Agreement in the jurisdiction where Work must be performed or to any government or government official in conjunction with an administrative, public, court or political decision or order (such as debarment, blacklisting, country restrictions or sanctions, license withdrawal or suspension of Supplier's permits which are necessary for the performance of the Agreement); e) Supplier's death; f) an attachment order affecting a significant portion of Supplier's operating assets or goods required for the performance of the Agreement; or g) failure by Supplier in the performance of any obligation arising under the Agreement including the provisions of the Carrier Supplier Code of Conduct; or h) if Supplier does not cooperate with any audit or investigation on behalf of Chubb.
- 15.3 Where the Agreement has been terminated, Chubb will be relieved of its obligation to make further payments to Supplier and all claims Chubb may have or receive then or thereafter vis-à-vis Supplier will be immediately due in full. The foregoing does not affect Chubb's right in the event of termination as set forth in clause 2 of this article to recover any damage arising in connection with the termination in full from Supplier.

Article 16 – Liability

- 16.1 In the event of any breach of its obligations on Supplier's part, Chubb shall be entitled to demand Supplier to remedy the breach, wholly or in part, at Supplier's own expense and risk.
- 16.2 Supplier shall be liable for all damages incurred by Chubb and/or third parties as a result of (any inadequacy in) the Work and/or following any act or omission on the part of Supplier, its employees or third parties deployed by Supplier.
- 16.3 Supplier shall indemnify Chubb against all third party claims with regard to damage as a result of (any inadequacy in) the Work and/or following any act or omission on the part of Supplier, its employees or third parties deployed by Supplier. This indemnity covers all losses and costs which Chubb may sustain or incur in that context.
- 16.4 Supplier shall adequately insure itself and furnish evidence hereof at Chubb'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 Agreement.
- 16.5 Chubb shall not be liable for any damage incurred by Supplier, its employees or third parties deployed by Supplier, unless such loss or damage is due to gross negligence or intent on Chubb's part.

Article 17 – Intellectual Property

- 17.1 All intellectual property rights attached to any result arising in connection with the Agreement shall be vested in Chubb.
- 17.2 Supplier warrants that the Work does not infringe any intellectual property rights of Supplier and/or third parties.
- 17.3 Supplier shall indemnify Chubb against any claims arising in connection with an infringement of the intellectual ownership rights of third parties and shall indemnify Chubb against any damage incurred in that respect.

17.4 All drawings, materials and tools provided by Chubb and/or generated or purchased by Supplier at Chubb's expense will belong to Chubb and must be returned forthwith on request to Chubb. Supplier shall hold and maintain these auxiliary materials in good condition at its own expense and risk. Unless authorised to do so in writing by Chubb, Supplier shall refrain from having these items used by or on behalf of third parties; neither may the drawings be disclosed or the contents thereof (incl. know-how) be made available to third parties.

Article 18 – Supplier Code of Conduct

18.1 Supplier has taken knowledge of the [Carrier Supplier Code of Conduct \(https://www.corporate.carrier.com/suppliers/index.html\)](https://www.corporate.carrier.com/suppliers/index.html) and undertakes to strictly observe the stipulations thereof.

Article 19 – Anti-Terrorism Screening and List of Denied Parties

19.1 Chubb shall on the basis of the name and country of establishment screen whether any (potential or existing) supplier 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 supplier appears to match a person or company on the list, other particulars acquired by Chubb from the supplier will also be used to verify the match. Chubb will not do any business with any supplier who appears on such a list insofar as applicable law or Carrier policy prohibits Chubb to do so. Should this policy change, Chubb shall inform Supplier thereof insofar as required by law.

19.2 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 an Agreement that the screening of Supplier produces an unfavourable outcome, Chubb will immediately be released of its obligations and Chubb may terminate all (pre)existing agreements with immediate effect, without prejudice to Chubb's right to claim any ensuing losses from Supplier and Supplier being entitled to claim any damages in this respect.

Article 20 – Audit

20.1 Supplier agrees to provide and facilitate adequate access at all times to Chubb to Supplier's business premises, its staff, accounts and records so that Chubb may evaluate and verify, by way of inspection and reproduction, due compliance with the Agreement and the accounting principles and business practices related to the Agreement.

Article 21 – Data Privacy

21.1 The following definitions are applicable to this article:

– Data Privacy Laws mean any applicable laws relating to data privacy, the protection and the cross-border transfer of personal information or data, including, without limitation, the laws and regulations of the European Union member states under the General Data Protection Regulation ("GDPR"), and any European Union law or regulation that may be enacted to replace the GDPR.

– Personal Information mean any information or data about, from or with regard to Chubb (including, without limitation, Chubb employees and collaborators) provided to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, and that relate to any identified or identifiable natural person, or that are in any other way subject to Data Privacy Laws.

21.2. Supplier shall:

– comply with Data Privacy Laws;

– only collect, access, use, share or transfer Personal Information to authorized third parties, in performance of its obligations under the Agreement, in conformance with Chubb's instructions, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Personal Information except (i) as expressly authorized in writing by Chubb in connection with the Work, or (ii) as required by law;

– promptly notify Chubb in writing if Supplier believes that processing Personal Information pursuant to the Agreement infringes Data Privacy Laws;

– not share, transfer, disclose or provide access to Personal Information for any third party except to provide Work under the Agreement or as required by law. If Supplier does share, transfer, disclose or provide access to Personal Information to a third party, Supplier shall:

- be responsible for the acts and omissions of this third party, that processes Personal Information on Supplier's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Personal Information;
- ensure such third party is bound by a written agreement that

contains the same or equivalent obligations and protections as those set forth in this article; and

- ensure that such conduct is compliant with applicable law;
- take all necessary steps to ensure the reliability of employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier who have access to the Personal Information, ensure that such access is on a need-to-know basis, and ensure that aforementioned persons are obligated to maintain the confidentiality of Personal Information, such as through a confidentiality agreement or by application of relevant law or regulation;
- provide Chubb with all information, assistance and cooperation as Chubb may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws;
- upon Chubb's request, permit Chubb to hire third party external auditors to verify Supplier and third party compliance with their obligations under this article. Additionally, upon request, Supplier shall provide Chubb with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SOC 2, OR ISAE 3402 that covers Personal Data;
- provide to Chubb a notice (in conformance with Data Privacy Laws) so that Chubb may provide such notice to individuals whose Personal Information is shared with Supplier;
- maintain reasonable and appropriate technical, physical, and administrative safeguards to protect Personal Information. These measures will include reasonable restrictions upon physical access to any locations containing Personal Information, such as the storage of records in locked facilities, storage areas, or containers. Supplier must periodically re-evaluate the measures adopted to ensure that they remain reasonable and appropriate;
- provide Chubb with all necessary assistance in:
 - deleting the Personal Information upon request by the individual or legal representative; and
 - enabling individuals to opt-out;
- provide Chubb with the ability to purge Personal Information older than one year or such other time period agreed upon in writing by the parties, unless otherwise required to retain the data by applicable law; and
- immediately advise Chubb in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws; (ii) request from an individual seeking to access, correct, or delete Personal Information; (iii) inquiry or complaint relating to the collection, processing, use, or transfer of Personal Information; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Personal Information (collectively, "Data Privacy Matters" or "Matters" or "Matter"). If Supplier learns of any such Matter, Supplier shall provide assistance to Chubb, fully cooperate with Chubb in investigating the matter, including but not limited to, providing the relevant information to Chubb, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Chubb shall be responsible for communicating with individuals regarding their Personal Information in connection with such Data Privacy Matters unless Chubb authorizes Supplier to do so on its behalf. Supplier shall limit the nature and scope of the required disclosure to the minimum amount of Personal Information required to comply with applicable law. Unless prevented by applicable law, Supplier shall provide Chubb with advance written notice of any such Data Privacy Matters sufficient to allow Chubb to take measures including but not limited to the contestation of legal, regulatory, administrative, or other governmental processes.

21.3. Supplier shall provide written notice to Chubb as soon as possible and, in no instance in more than twenty-four (24) hours of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Personal Information of which it becomes aware (a "Security Breach" or "Breach"); thereafter shall take all measures to contain and remedy the Security Breach, wherever possible; provide Chubb with information regarding the investigation and remediation of the Security Breach, unless restricted by law. Supplier shall not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "Breach Notice") without the prior written consent of Chubb of the content, media and timing of the Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all efforts to coordinate with Chubb prior to providing any Breach Notice. Where the Security Breach involves data elements that could lead to identify theft and is on Supplier's networks or systems or is the fault of Supplier, Supplier will, at the request of Chubb pay for all ensuing damages and costs (including the costs of the notification), and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.

- 21.4 Supplier shall obtain the prior written consent of any and all natural persons from whom Supplier collects Personal Information when required to do so by applicable Data Privacy Laws or as instructed by Chubb. In the event Supplier shall provide to Chubb personal information protected by Data Privacy Laws, Supplier shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.
- 21.5 All Personal Information acquired by Supplier shall be returned or destroyed (at the option of Chubb) immediately after termination or completion of the Agreement, unless and to the extent that: (i) such Personal Information is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. In the event Chubb does not notify Supplier about its choice to either return or destroy the Personal Information, Supplier shall request Chubb to be notified about Chubb's choice and if Chubb fails to notify within 7 days after this request, Supplier shall destroy the Personal Information except as prohibited by law.
- 21.6 If the Data Privacy Laws are amended, parties will cooperate to make any required amendments to the Agreement.
- 21.7 If the Agreement involves the provision of Work where Supplier will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Personal Information from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to a country outside the EEA/CH, then parties agree that the terms of the Model Contract Clauses (also called the "Standard Contractual Clauses") adopted by the European Commission in Decision 2004/915/EC (the "Controller Model Clauses" or "Model Clauses") are incorporated by reference as if set forth herein. If the Agreement involves the cross-border transfer of Personal Information from any country in the EEA/CH to outside the EEA/CH but Supplier will not act as a Controller, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the "Standard Contractual Clauses") adopted by the European Commission in Decision 2010/87/EU (the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. Notwithstanding the foregoing parties agree:
- The Model Clauses may be reformatted as a stand-alone document with the signatures to the Agreement or the parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.
 - If either party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements.
 - The Model Clauses prevail in any conflict between the Model Clauses and the Agreement.
 - If Supplier engages any subcontractors that will access Personal Information covered by the Model Clauses, Supplier shall ensure that transfers to the subcontractor comply with the Model Clauses.

Article 22 – Applicable law; disputes

- 22.1 The validity, performance and interpretation of the GPC and of each Agreement concluded between the Parties will be governed by Dutch law, to the exclusion of the rules of private international law.
- 22.2 Any disputes arising in connection with the validity, performance and interpretation of the GPC and of each Agreement concluded between the Parties will be referred to the exclusive jurisdiction of the courts in Utrecht. All extrajudicial costs incurred by Chubb in collecting the amounts due by Supplier shall be at the expense of Supplier; these costs are set at 15% of the amount to be collected, unless Chubb proves that the costs it incurred were higher.

Utrecht, August 2021