



**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE
OF GOODS AND SERVICES
OF DE EFTELING B.V. (WITH ITS REGISTERED OFFICE IN
KAATSHEUVEL)**

1 Definitions

In these general purchasing conditions, the following capitalised terms have the meanings given:

- 1.1 **Contracting Party:** the party with whom Efteling enters or has entered into a Purchasing Contract;
- 1.2 **Services:** the activities to be carried out by the Contracting Party in order to meet a specific need of Efteling, not being works;
- 1.3 **Items:** a) all tangible objects capable of human control and b) software and licences (insofar as these cannot be regarded as property rights);
- 1.4 **Goods:** Items and property rights;
- 1.5 **Efteling:** De Efteling B.V., with its registered office in Kaatsheuvel;
- 1.6 **Delivery:** the act(s) which is/are performed by the Contracting Party for Efteling under the Purchasing Contract and by which title to Goods is transferred to Efteling;
- 1.7 **Purchasing Contract:** any contract under which Efteling is the client;
- 1.8 **EPC:** the general terms and conditions for the purchase of goods and services of De Efteling B.V. (with its registered office in Kaatsheuvel);
- 1.9 **Party/Parties:** Efteling and/or the Contracting Party;
- 1.10 **Performance:** the Delivery of Goods and/or the provision of Services;
- 1.11 **Sustainability Report:** the annual report containing information on environmental, social and governance (ESG) performance. This includes data on the impact that business activities have on the environment, social issues such as working conditions and human rights, and governance aspects such as ethical standards and risk management;
- 1.12 **CSRD Directive:** European regulations requiring companies to provide detailed information on their sustainability activities and the impact that these activities have on the environment, society and governance;
- 1.13 **ESRS Standards:** the standards for the contents and form of a sustainability report based on the obligation arising from CSRD regulations.

2 Applicability of the EPC

- 2.1 The EPC apply to all quotation requests and all Purchasing Contracts for Deliveries and Services. The EPC may only be departed from if the Parties have expressly agreed this in writing.

- 2.2 By submitting a quotation, the Contracting Party expressly rejects the applicability of its own general terms and conditions.

3 Formation of Purchasing Contracts

- 3.1 A Purchasing Contract is formed after Efteling's Procurement Department has sent an explicit written acceptance of the Contracting Party's quotation by email or letter to the Contracting Party, followed by an order confirmation sent by the Contracting Party to Efteling by email or letter, or by the signing of a contract document by the Parties for this purpose.
- 3.2 Only the documents referred to in Article 3.1 can be used as evidence for the existence and contents of the Purchasing Contract.
- 3.3 Any supplements and/or changes to the Purchasing Contract will only be binding if they have been recorded by the Parties in writing.
- 3.4 All acts performed by the Contracting Party before the formation of the Purchasing Contract are at the Contracting Party's risk and expense.

4 Prices/payment

- 4.1 All prices stated in the Purchasing Contract are fixed prices that apply throughout the term of the Purchasing Contract.
- 4.2 Additional costs, e.g. due to price increases, additional work and additional Deliveries, may be charged only with Efteling's prior written consent.
- 4.3 The price agreed with Efteling in any case includes the price for the Performance, packaging and transport, operating instructions, spare parts, service and warranty costs (including call-out charges and, if necessary, the costs of assembly and instructions) and the other costs reasonably deemed to be directly related to the Performance.
- 4.4 All taxes, import duties and/or other charges and all other requirements and/or regulations and/or guidelines imposed by the government are entirely at the Contracting Party's risk and expense, unless otherwise agreed in writing and/or unless mandatory rules of law provide otherwise.
- 4.5 The Contracting Party will not invoice Efteling until the Contracting Party has correctly performed all its obligations under the Purchasing Contract.
- 4.6 The Contracting Party will send the invoice, which will state the purchase order number, electronically to facturen@efteling.com.
- 4.7 At Efteling's first request (and for its benefit), the Contracting Party will provide security for any full or partial repayment of the purchase price. In that case, Efteling may suspend payment of the amounts it

owes the Contracting Party until the requested security has been provided.

4.8 At Efteling's first request, the Contracting Party will open a G account if the nature of the Purchasing Contract so requires.

4.9 If a G account has been agreed, Efteling will transfer payment to the relevant G account.

5 The Contracting Party's obligations

5.1 The Contracting Party will keep Efteling informed of the execution of the Purchasing Contract and will provide Efteling with information when requested to do so. One of the obligations the Contracting Party has is to inform Efteling immediately and in writing of any facts and circumstances which may result in a delay in performance or which were not taken into account in the Purchasing Contract.

5.2 The Contracting Party will only be allowed to have the Purchasing Contract executed in whole or in part by third parties or transfer rights and/or obligations arising from the Purchasing Contract to third parties after Efteling's written approval. In these cases, the Contracting Party will always remain ultimately responsible and liable to Efteling.

5.3 The Contracting Party will only act as Efteling's authorised representative if the Contracting Party has been explicitly authorised by Efteling in writing. Any consequences arising from a violation of the provisions of the preceding sentence will be at the Contracting Party's risk and expense.

5.4 If Efteling so requests, the Contracting Party will be obliged to lend its cooperation to the preparation of a Sustainability Report or to provide one, whether or not prior to a collaboration. This report is, among other things, to provide insight into the Contracting Party's sustainability measures and performance. The Sustainability Report must be prepared in accordance with the CSRD Directive and the corresponding ESRS Standards.

6 Efteling's obligations

6.1 At the Contracting Party's request, Efteling will provide all information and data insofar as Efteling believes that these are necessary for the proper execution of the Purchasing Contract.

6.2 The agreed price as referred to in Article 4 will be paid by Efteling within 30 days of receipt of a correct invoice. The invoice must be sent to Efteling's Accounts Payable Department and must state a purchase order number and VAT number. Efteling may set further conditions on the invoice.

7 Delivery, storage and transfer of title

7.1 In those cases in which the Contracting Party manufactures (or has a third party manufacture) Items for Efteling, the Contracting Party will, when these Items (or parts thereof) are finished, transfer legal title to these Items to Efteling, which transfer Efteling hereby accepts. These transferred Items will be marked, including by means of a packing slip and purchase order number, and stored by the Contracting Party in such a way that they can be identified as Efteling's property.

7.2 All Items to be processed, stored or taken in safekeeping for Efteling by the Contracting Party outside Efteling's premises will be insured by the Contracting Party against damage and loss.

7.3 Items will always be transported based on DDP (Incoterms).

7.4 Physical Delivery of the Items, which must include a packing slip and purchase order number, will always be at a location to be specified by Efteling. Delivery will be reported to Efteling in writing, stating the nature and number of the Items delivered, and will be completed as soon as Efteling has confirmed this to the Contracting Party in writing. All packaging materials, auxiliary materials and other Items necessary for proper transport and Delivery will be disposed of by the Contracting Party at its expense. The Contracting Party will endeavour to use sustainable and environmentally friendly packaging materials.

7.5 At Efteling's request, the Contracting Party will temporarily suspend the dispatch of the Items or the provision of Services and resume this at Efteling's first request, without claiming termination and/or compensation.

8 Guarantees and quality

8.1 The Contracting Party guarantees that the Performance delivered will comply with the Purchasing Contract, with generally applicable standards and with rules applicable by or pursuant to laws, regulations or treaties with respect to - but not limited to - safety, health and the environment.

8.2 In any case, the Contracting Party guarantees (where the context shows that the Performance concerns the Delivery of Goods or the provision of Services):

- a. that the quantity, description and quality accord with the order and the related technical specifications;
- b. that sound materials are used for delivering the Performance and that everything has been executed properly;

- c. that, in all respects, the Performance is equivalent to the samples or models made available or provided by Efteling and/or the Contracting Party;
 - d. that, in terms of capacity, efficiency, speed and finish, the Performance is delivered as described in the order or, if not expressly stated, as is otherwise customary;
 - e. that the Performance is suitable for the purpose communicated to the Contracting Party;
 - f. that the Contracting Party's business is carried on as referred to in the CSRD Directive and that, at Efteling's request, the Contracting Party provides the reports needed in this regard.
- 8.3 The Contracting Party guarantees that all Goods delivered are free from any restrictions under the law of property and/or the law of obligations and/or other rights for the benefit of third parties.
- 8.4 Efteling is entitled to inspect the Performance and the Contracting Party will lend its cooperation in this regard where necessary.
- 8.5 If the inspection shows any defects, the Contracting Party is obliged to Efteling to remedy such defects free of charge and as soon as possible, but no later than two weeks after a written statement from Efteling.
- 8.6 If it is impossible or, in light of the time and costs involved, not justifiable to repair the defects (such at Efteling's discretion), Efteling has the right to reject the Items.
- 8.7 The provisions of Articles 8.5 and 8.6 apply equally to a Performance that is not (or need not be) inspected, on the understanding that the defect in the Performance must be discovered within four weeks after being put into use.
- 8.8 If the Performance concerns the Delivery or manufacture of an Item, the other Party will provide Efteling with a warranty on this Item for the duration of the Item's useful life that Efteling can reasonably expect, being a minimum of two (2) years, counting from the date of delivery of the Item to Efteling and/or the date on which the Item is put into use by Efteling, in any event counting from the latest possible date. During the warranty period, the Contracting Party will repair any defects in the Item free of charge.
- 8.9 If the Performance consists of (among other things) granting access to an electronic environment (including, but not limited to: SaaS, cloud computing), the Contracting Party guarantees that measures have been taken to guarantee the continuity of this Performance and data portability should the Contracting Party's operations be jeopardised for any reason whatsoever. Data portability – which may be invoked by Efteling at all times – may never involve restrictions and costs for Efteling. At Efteling's first request, the Contracting Party will demonstrate how it has safeguarded the provisions of this Article 8.9.
- 8.10 If the Performance does not meet the provisions of Articles 8.2 and/or 8.3, Efteling has the right to return or store the Items (or have them stored) at the Contracting Party's risk and expense and to suspend its payment obligation.
- 8.11 The Contracting Party guarantees that the Performance is delivered without child labour or slavery (in whatever form). At Efteling's first request, the Contracting Party will provide Efteling with the declaration pursuant to Section 4 of the Dutch Child Labour Due Diligence Act (*Wet zorgplicht kinderarbeid*).
- 8.12 The Contracting Party guarantees that, when realising and delivering the Performance, it will always choose the most sustainable way to realise and deliver the Performance (if it can choose from several options). In doing so, it should look at which option has the lowest impact on human beings, animals and the environment with a view to the future.
- 8.13 If the situation as referred to in Article 8.9 arises or if the Contracting Party is not able to comply with the provisions of Articles 8.10, 8.11 and 8.12, Efteling will be entitled to terminate the Purchasing Contract without judicial intervention by means of a written statement to the Contracting Party.
- 9 Obligation to provide information**
- 9.1 The Contracting Party states that it has provided and will provide Efteling with all information about any facts and circumstances that may be important for Efteling and that it has not withheld, and will not withhold, any information.
- 9.2 In particular, the Contracting Party must, before the formation of the Purchasing Contract, state in writing whether the Performance and/or the Items delivered contain any environmentally hazardous substances that may be released during installation or normal use and/or in the case of breakdowns, repairs, maintenance or calamities, or during the removal, storage, disposal, relocation, conveyance or destruction at the end of the useful lives of the relevant Performance and/or Items. If this is the case, the Contracting Party must, upon Delivery, give clear instructions on measures to be taken to prevent any release. Moreover, the Contracting Party must state the measures that need to be taken in order to protect Efteling, its staff and third parties from these substances in the case of any release. The Contracting Party will fully indemnify Efteling against any costs,

damage, loss or liability to third parties, including the government, if any soil pollution is caused or relevant statutory regulations are violated.

10 Confidentiality/privacy

- 10.1 The Contracting Party undertakes not to disclose or use for its own purposes, in any manner whatsoever, any information it becomes aware of during the execution of the Purchasing Contract, the confidential nature of which it knows or should reasonably suspect.
- 10.2 The Contracting Party will impose this duty of confidentiality on the persons working for it or on third parties engaged by it.
- 10.3 If the Contracting Party and/or the persons working for the Contracting Party and/or third parties engaged by the Contracting Party violate the provisions of the preceding paragraphs, Efteling will be entitled to suspend the Purchasing Contract with immediate effect, or terminate it without judicial intervention and without notice of default.
- 10.4 If the Contracting Party is going to process personal data for or on behalf of Efteling, the Parties must enter into a separate data processing agreement. The Contracting Party guarantees that it processes personal data, as defined in Article 5 of the General Data Protection Regulation, in a lawful, proper and transparent manner and in accordance with the applicable laws and regulations as well as any data processing agreement entered into. The foregoing applies in full to any cross-border transmission and/or distribution and/or provision of personal data to non-EU countries.

11 Intellectual property

- 11.1 Any intellectual property rights (IP rights) and entitlements thereto with respect to any result ensuing from the Purchasing Contract are only vested in Efteling, unless explicitly agreed otherwise in writing. The Contracting Party will transfer such IP rights (and entitlements thereto) to Efteling, which transfer Efteling hereby accepts. Fair compensation for this transfer is deemed to have been factored into the price agreed between the Parties. The Purchasing Contract between Efteling and the Contracting Party serves as a deed of transfer of the IP rights transferred in accordance with this article.
- 11.2 Insofar as necessary, the Contracting Party also grants an exclusive, unlimited and irrevocable licence for the operation (including disclosure, processing, modification and reproduction) of everything delivered under the Purchasing Contract. Insofar as the Contracting Party uses third-party IP rights, it

guarantees that those rights will be transferred to Efteling in the same manner – which transfer is accepted by Efteling – so that Efteling is able to freely dispose of those rights. Before using third-party IP rights, the Contracting Party must obtain permission for this use by Efteling. Fair compensation for the aforesaid licence is deemed to have been factored into the price agreed between the Parties.

- 11.3 Insofar as necessary, the Contracting Party will, at Efteling's first request, lend its cooperation to the transfer of the rights referred to in Articles 11.1 and 11.2 in a legally valid manner.
- 11.4 Insofar as possible, the Contracting Party will waive any personality rights to copyrighted works created within the context of the Purchasing Contract.
- 11.5 The Contracting Party guarantees that the Performance and all that is associated therewith or results therefrom are free of all special charges and encumbrances which could prevent the free use thereof by Efteling, such as patent rights, trade mark rights, design rights or copyrights, and indemnifies Efteling against third-party claims in this respect.
- 11.6 In the case of any third-party claims, the Contracting Party will make every effort to ensure, in consultation with Efteling, that Efteling can continue to use, undisturbed, everything that has been delivered.
- 11.7 In the case of any third-party claims that are subject to the above-mentioned obligation to indemnify, the Contracting Party will compensate Efteling for any loss and damage suffered by it, including legal costs, which includes reasonable lawyers' fees for conducting legal proceedings.

12 Attributable failure and termination

- 12.1 All deadlines offered to Efteling as well as the deadlines set in the Purchasing Contracts entered into with Efteling are strict deadlines. After a deadline has expired, the Contracting Party will be in default by operation of law and will owe statutory default interest.
- 12.2 If the Contracting Party is in default, Efteling will be entitled to terminate the Purchasing Contract in writing with immediate effect and without judicial intervention.
- 12.3 If the Purchasing Contract is terminated, the Contracting Party must immediately repay Efteling the price paid by Efteling for the Performance and compensate Efteling for any other loss and damage suffered and to be suffered by Efteling.

13 Non-attributable failure

- 13.1 The Contracting Party may only rely on force majeure in dealings with Efteling if the Contracting Party



- 13.2 informs Efteling in writing of its reliance on force majeure as soon as possible, on submission of evidence.
- 13.3 If the force majeure situation has lasted one month, Efteling will be entitled to terminate the Purchasing Contract. The provisions of Article 12.2 will apply equally.

14 Liquidation and moratorium

- 14.1 In all cases, Efteling may terminate the Purchasing Contract with immediate effect, if:
- a. the Contracting Party has applied for or has been granted a moratorium;
 - b. a winding-up petition has been filed by or against the Contracting Party, or the liquidation of the Contracting Party has been ordered.
- 14.2 In the events referred to in Article 14.1, any and all claims (including the compensation pursuant to Article 12.3) Efteling may have against the Contracting Party will become immediately due and payable and Efteling may take advantage of the opportunity to set off all outstanding claims between the Parties (no matter how these claims are related to each other).

15 Governing law and choice of forum

- 15.1 The EPC and the Purchasing Contracts are governed exclusively by Dutch law.
- 15.2 The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.
- 15.3 Any disputes between the Parties will be submitted exclusively to the competent judge of the District Court of Zeeland-West-Brabant, Breda location.

16 Final provisions

- 16.1 If one or more of the provisions of the EPC or of the Purchasing Contract are void, the Contracting Party may not invoke the fact of the entire Purchasing Contract(s) entered into with Efteling and/or the EPC being void or nullified in their entirety. If any clause of the EPC is declared void, Efteling has the right to unilaterally insert a new clause.
- 16.2 If a provision of the Purchasing Contract is void or voided, the other provisions of the Purchasing Contract will remain effective and the Parties will consult each other in order to agree a new provision (or new provisions) to replace the void or voided provision(s), taking into account the purpose and purport of the void or voided provision(s) as much as possible.