

## DIGITAL ACCESS USER TERMS AND CONDITIONS

### 1 General

- 1.1 These User Terms apply to the use of a Platform of Alfen by User. By checking the box 'accept terms and conditions', but ultimately upon accessing or using a Platform of Alfen, User accepts these User Terms. It is not possible to use a Platform without agreeing to these User Terms.

### 2 Definitions

- 2.1 For the purpose of these User Terms, where the following capitalized terms are used, these terms shall have the meaning as described below:
- 2.1.1 **Account** means the combination of a username and password given to the Customer, that allows the Customer to access (part of) a Platform of Alfen;
  - 2.1.2 **Account Information** means the username and the password of given to the Customer;
  - 2.1.3 **Alfen** means Alfen B.V., Alfen ICU B.V., Alfen International B.V., Alfen Projects B.V., Alfen België BV, Alfen Elkamo Oy Ab and any current and future affiliates of the aforementioned entities;
  - 2.1.4 **Clause** means a clause in these User Terms;
  - 2.1.5 **Customer** means the entity that has been provided with an Account by Alfen;
  - 2.1.6 **Customer Contact** means the Customer's personnel and third parties with authorization from the Customer to access and use a Platform;
  - 2.1.7 **Platform** means any of the digital accessible platforms of Alfen, such as a Webshop, supplier portal, support desk, partner desk, app, etc.;
  - 2.1.8 **Privacy Statement** means the privacy statement of Alfen, available via: <https://alfen.com/en/privacy-policy-clients-website-visitors-and-cookie-policy-website-visitors>;
  - 2.1.9 **User** means either Customer, Customer Contact or any other party that uses the Account Information of Customer or accesses the Account of Customer;
  - 2.1.10 **User Terms** means these digital user terms and conditions of Alfen.

### 3 Customer rights and obligations

- 3.1 If Alfen provides Customer with the Account Information to access a Platform, and upon acceptance of the User Terms as described in Clause 1.1, Alfen grants Customer a personal, worldwide, non-exclusive, non-transferable, non-sublicensable, revocable license of use for that Platform in order to use that Platform in accordance with these User Terms. Customer may use a Platform exclusively for the benefit of its own business operations and for its own use.
- 3.2 Customer shall not (i) permit any third party to access the Platform, with the exception of Customer Contacts, (ii) create derivative works based on the Platform, (iii) copy, frame or mirror (any part or content of) the Platform, (iv) reverse engineer the Platform, or (v) access or use the Platform in order to create any competitive platform or to copy any features, functions or graphics of the Platform.
- 3.3 The information provided via a Platform does not constitute an offer unless the Platform is a Webshop and the information is clearly intended to be an offer. In case the Platform is a Webshop, Alfen cannot be held to an offer of which User should reasonably understand that it contains a mistake or error.

- 3.4 Customer shall not share Account Information with any third parties, with the exception of Customer Contacts. If and as soon as Customer becomes aware that a third party has access to the Account Information, Customer must change its password. The fact that content was shared, orders were placed, or orders of Alfen were accepted by a third party, can never be held against Alfen by Customer. Customer remains fully responsible and liable towards Alfen for actions of a User connected to the Account of Customer.

#### **4 User policy**

- 4.1 User shall follow the instructions of Alfen with respect to access and use of the Platform, including but not limited to the instructions described on the Platform itself and in these User Terms.
- 4.2 All information provided by User must be true and accurate.
- 4.3 When using a Platform, User may not:
- 4.3.1 upload, download, post, e-mail or otherwise transmit any material or content which (i) is unlawful, harmful, sadistic, cruel, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, bigoted or racially, ethnically or otherwise objectionable; (ii) it may not transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (iii) infringes any patent, trade mark, trade secret, copyright, database right or other intellectual property rights of any person or entity; (iv) consists of unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (v) harms, or attempts to harm minors in any way; (vi) contains software viruses, worms, Trojan horses or any other computer code, files or programs designed to interrupt, deny, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (vii) does anything which may directly or indirectly interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of any networks connected to the Platform; (viii) intentionally or unintentionally does anything which may violate any applicable law or regulation including, but not limited to, regulations promulgated by any securities exchange or financial regulatory body; (ix) stalks or otherwise harasses a person; or (x) collects, attempts to collect or stores personal data of other users of the Platform.
- 4.3.2 impersonate any person or entity, including but not limited to Alfen or an Alfen official, forum leader, guide or host, or falsely state or otherwise misrepresent User's affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Platform.
- 4.4 Alfen reserves the right to investigate an Account if there is a justified suspicion of unlawful activities or activities in breach of these User Terms.

#### **5 No warranties**

- 5.1 Alfen provides each Platform to User 'as is'. Alfen uses reasonable endeavours to keep a Platform available for User, but does not provide any warranty or guarantee whatsoever in relation to a Platform, including any implicit or legally determined warranties, such as warranties regarding the proper functioning, sufficient quality, suitability for a purpose, reliability, availability, accuracy,

completeness, absence of infringement of (intellectual) property rights of third parties, absence of viruses, presence of sufficient support services, etc. Alfen does not warrant that the Platform is and/or will be compatible with a device or browser used by User.

- 5.2 Alfen reserves the right to modify features or functions of a Platform. This could result in a Platform being temporarily unavailable in whole or in part. Other circumstances – for instance force majeure situations – may also result in a Platform being temporarily unavailable. Alfen cannot be held responsible or liable for the consequences of any interruptions of a Platform.
- 5.3 Alfen reserves the right to change (any part or functionality of) a Platform at its own discretion or to stop providing a Platform. Alfen can temporarily restrict or block access to a Platform whenever it deems necessary. As far as reasonably possible, Alfen will inform User regarding the limited or blocked access.
- 5.4 Alfen uses reasonable endeavors to prevent unauthorized parties from accessing a Platform, but Alfen cannot guarantee that data transmission will not occur because of unlawful interception.

## **6 Intellectual property**

- 6.1 All background knowledge and intellectual property rights with respect to a Platform are held exclusively by Alfen or its licensors. User only acquires a limited right of use as described in Clause 3.1. All techniques and processes used or developed by Alfen and incorporated in a Platform are the property of Alfen or its licensors and will not be made available to User.

## **7 Privacy**

- 7.1 Under the European General Data Protection Regulation, Alfen qualifies as a controller in relation to any personally identifiable information of a User that is provided to Alfen by accessing a Platform and the Privacy Statement is applicable in relation to such personally identifiable information. User shall not use a Platform to process personal data.

## **8 Confidential information**

- 8.1 Regarding any non-public information, including, but not limited to, all technical, financial and business information of Alfen, hereinafter the '**Confidential Information**', of which User becomes aware either directly or indirectly due to the use of a Platform, User agrees:
  - 8.1.1 not to disclose Confidential Information to anyone except to its employees, advisors, auditors, suppliers or sub-suppliers who reasonably need to know the Confidential Information and who are bound to the same confidentiality obligations as User under this Clause; and
  - 8.1.2 not to use the Confidential Information except for the purpose of using the Platform solely in line with its intended purpose; and
  - 8.1.3 to keep the Confidential Information in confidence with the same degree of care as is used for User's own confidential information.
- 8.2 The obligations under Clause 8.1 shall not apply if the Confidential Information:
  - 8.2.1 is at the time of disclosure already in the public domain or subsequently becomes lawfully generally available to the public other than through a breach of an obligation under these User Terms; or
  - 8.2.2 is lawfully obtained by User from a third party without restriction, provided that the third party is not in breach of any obligation of confidentiality relating to that information; or

- 8.2.3 must be disclosed by User to comply with a statutory, judicial or other obligation of mandatory nature, provided that User shall promptly notify Alfen of such disclosure and it ensures that the recipient of the Confidential Information is made aware of and is asked to respect its confidentiality.
- 8.3 Alfen may request the disposal of the Confidential Information. Disposal means User shall execute all reasonable measures to return or destroy all documents containing Confidential Information, including electronic data, within a period of thirty (30) days after the request thereto. User shall confirm the destruction of the Confidential Information to Alfen in writing.
- 8.4 User will not use any trademark, service mark or trade name (whether registered or not) of Alfen or make any information public regarding these User Terms and/or a Platform without the prior written consent of Alfen.

## **9 Liability**

- 9.1 User acknowledges that the use of a Platform is at User's sole risk. To the extent permitted by applicable mandatory law, taking into consideration that a Platform is provided free of charge, Alfen's liability for any costs and/or damages, indemnifications and/or negative consequences, by virtue of or in connection with these User Terms, a Platform, including in any case the use or unavailability thereof, and the processing of personal data, is entirely excluded. Under no circumstances will Alfen be liable for any costs and/or damages and/or negative consequences caused by or in relation to loss of data, loss of business information, loss of profits, loss of revenues, loss of production, loss of agreements, damage and/or costs due to business interruption and other indirect or consequential damage.
- 9.2 User will indemnify Alfen against all claims of third parties that relate to the data, materials or content uploaded to a Platform by User and/or the use of a Platform by User. User will bear all costs of Alfen in relation to such a claim, including but not limited to judicial costs such as attorney fees and court costs.
- 9.3 In case of a third-party claim, User is obliged to provide Alfen immediately, correctly and completely with all information that Alfen requests in relation to the verification of the claim asserted and either – at the sole discretion of Alfen – provide Alfen immediate assistance with its legal defense or take over the claim from Alfen in its entirety.

## **10 Term and termination**

- 10.1 Subject to the provisions of this Clause, the User Terms commence on the date of acceptance of these User Terms by User in conformity with Clause 1.1 and continue to apply until the Account is ended in accordance with this Clause.
- 10.2 Customer may terminate the Account without cause and at any time upon notice to Alfen.
- 10.3 Alfen may terminate an Account at any time without cause upon a 14-calendar days prior notice to Customer.
- 10.4 Alfen may terminate an Account immediately and without notice:
- 10.4.1 upon violation by User of any provision of these User Terms; or
  - 10.4.2 if Alfen changes these User Terms in accordance with Clause 11 and User does not wish to agree to these changed User Terms; or
  - 10.4.3 if Customer connected to the Account is declared bankrupt or insolvent; or
  - 10.4.4 if Customer connected to the Account and Alfen have an underlying agreement and such agreement is or will be terminated.

- 10.5 Expiration or termination of the Account shall not prejudice those parts of these User Terms, which by their nature must be deemed to survive any expiration or termination, including but not limited to, the Clauses 6, 9 and 13.
- 10.6 The Account Information will be permanently deleted upon expiration or termination of the Account.

## **11 Changes**

- 11.1 Alfen reserves the right, but is never obliged to, update or upgrade a Platform or provide a new version or new release of a Platform. These User Terms apply to any new versions, new releases, updates and upgrades of a Platform as well.
- 11.2 Alfen may make changes to these User Terms from time to time. When changes are made, Alfen will make a new version of the User Terms available to User, including a statement of the date on which the User Terms were last updated. User understands and agrees that if User uses a Platform after the date on which the User Terms have changed, this will signify acceptance by User of the User Terms.

## **12 General provisions**

- 12.1 A provision of these User Terms shall not be interpreted to the detriment of the party responsible for the creation of that provision.
- 12.2 The use of headings in these User Terms is for the sole purpose of enhancing readability and has no relevance for the interpretation of these User Terms or any provision thereof.
- 12.3 The failure of, or any delay in, exercising any right or remedy under these User Terms on the part of Alfen shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other remedy granted hereby or by any related document or by law.
- 12.4 If a provision of these User Terms is held to be invalid or unenforceable, the remainder of that provision and all other provisions of these User Terms will remain valid and enforceable to the fullest extent permitted by applicable law. Parties will replace the invalid or unenforceable provision with a provision that approaches the intention of the invalid or unenforceable provision as close as possible, without it being itself invalid or unenforceable under applicable law.

## **13 Applicable law and dispute resolution**

- 13.1 The use of a Platform and these User Terms and any dispute or claim arising out of or in connection therewith shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of law provisions.
- 13.2 All disputes arising out of or in connection with the use of a Platform and these User Terms shall be settled by the District Court 'Midden Nederland', location Almere, the Netherlands.