

General terms and conditions of purchase

Effective as from 15 August 2021

Article 1: Terms and definitions

1.1 Agreement: any agreement between Gomibo B.V. B.V. and the other party to which these General Term and Conditions of Purchase apply. These General Terms and Conditions of Purchase are considered part of such an agreement.

1.2 Supplier: Supplier is the provider of products and services under these terms and conditions of purchase as an independent party;

1.3 Secondary Supplier: Supplier is the provider of Products and Services that are not for resale by Gomibo B.V. under these terms and conditions of purchase;

1.4 Gomibo B.V. : the legal entities Gomibo B.V. and companies affiliated to these legal entities, including but not limited to MobielWerkt B.V. and Verifai B.V..

Address and details

Gomibo B.V.

Waagstraat 1
9712 JX Groningen
Netherlands

KVK 02093714

VAT NL819148003B01

Article 2: Applicability

2.1 These General Terms and Conditions of Purchase shall apply to all products and/or services supplied to all subsidiaries, and affiliated companies of Gomibo B.V., (hereinafter: Gomibo B.V.) and shall apply to all legal relationships (including requests, offers, negotiations, orders, and agreements) in which Gomibo B.V. acts as a potential or actual purchaser/buyer/requesting/ordering party.

2.2 Gomibo B.V. shall in all cases reject any additional and/or deviating conditions made known by the other party, unless the parties have expressly agreed to this in writing. In the event of conflict between the agreement and/or the pro forma invoice, invoice, purchase order, or other communication regarding the order and a provision in these General Terms and Conditions of Purchase, the provision in these General Terms and Conditions of Purchase shall prevail.

2.3 Only Gomibo B.V. is entitled to make amendments to the General Terms and Conditions of Purchase. Amendments shall enter into force one (1) month after their announcement or at such later time as stated in the announcement.

Article 3: Drawing up quotations, offers, content of agreements, and other changes

3.1 If a Supplier, following a request by Gomibo B.V., provides a quotation, offer, proposal, or agreement, the Supplier accepts these General Terms and Conditions of Purchase.

3. 2 The Supplier is not allowed to make any changes to the agreement, Products and/or Services without the prior written approval of Gomibo B.V.

3. 3 The Supplier guarantees that the Products: (a) are in accordance with the Agreement and the promised properties; (b) are of sufficient quality and suitable for all purposes indicated by Gomibo B.V. or made known to Supplier; (c) are in accordance with the specifications of those Products as stated in articles 5 and 6.

Article 4: Delivery of products

4.1 Delivery of Products shall take place on the basis of Incoterms: D.D.P. in Groningen at the delivery location specified by Gomibo B.V., unless Gomibo B.V. gives other instructions. All dates mentioned in this Agreement are final deadlines. Delivery of Products shall take place at the agreed time or within the agreed period.

4.2 D.D.P. has the meaning given to it in the most recent version of the "Incoterms", published by the International Chamber of Commerce in Paris, which is as follows: The seller bears all risk and costs associated with delivering goods to the named place ready for unloading and cleared for import.

4.3 As soon as the Supplier knows, or can reasonably be expected to know, that he will not, not in a timely manner, or not adequately deliver the goods, he shall immediately inform Gomibo B.V. of this in writing, stating the reasons for the circumstances.

4.4 The Products are expected to be properly packed and marked and reach the place of destination in good condition, using the most appropriate means of transport. The Supplier is liable for damage caused by inadequate packaging and/or transport till the delivery.

4.5 When Supplier delivers Products to Gomibo B.V., Supplier is obliged to provide the delivery with a packing slip which contains, in so far as applicable, at least the following information:

1. Product name;
2. Product code;
3. Barcode (EAN);
4. Serial number of the products;
5. Purchase order number of Gomibo B.V.;
6. Date of delivery;
7. Name and address of supplier;

4.6 Supplier shall take out adequate insurance to cover the liability referred to in this Article.

Article 5: General product requirements

5.1 The Supplier shall ensure that the product(s) supplied always comply with the following conditions:

- (1) The Products shall function in accordance with the agreed specification and purpose of the Product;
 - (a) The content of the documentation on the Products supplied is clear and complete;
 - (b) The Products comply with all laws and regulations in the Netherlands;
 - (c) The Products have the exact properties and specifications as agreed;

- (d) The Products are CE-certified (if applicable).
- (2) The Products are free of material, manufacturing, construction, dimensional, or design defects;

Article 6: Specific product requirements

6.1 All goods and products related to the category of mobile devices purchased by Gomibo B.V. from the supplier must comply with the following conditions and requirements:

1. Original sealed masterboxes;
2. Completely new, never used;
3. Never locked;
4. Never stolen;
5. Products/goods are intended for the European market;
6. European factory warranty;
7. Equipped with a 2-pin charger for the European market;
8. Original Dutch language present;
9. Original NLT 9 and NL Swype available (no flash);
10. QWERTY keyboard available;
11. No operator or provider software branding;
12. No country or brand specific software installed from other countries than the Netherlands;
13. No logos on the mobile device other than the brand;
14. Original sales packaging;
15. Original Google Play Store, App store, or App Gallery present corresponding to the operating system.

6.2 All goods and products related to the category of accessories purchased by Gomibo B.V. from the supplier shall comply with the following conditions and requirements (insofar as applicable to the product):

1. Original sealed master boxes (if applicable given the quantity ordered);
2. Completely new, never used;
3. Never stolen;
4. Products/goods are intended for the European market;
5. European factory guarantee;
6. Equipped with a 2-pin charger for the European market;
7. Original Dutch language present;
8. Original NLT 9 and NL Swype available (no flash);
9. QWERTY keyboard available;
10. No logos on the product other than the brand;
11. Original sales packaging;

Article 7: Prices, invoicing, and payment

7.1 Gomibo B.V. shall in any case be entitled to demand full or partial payment of the invoice while Supplier does not comply with the agreed obligations and the agreed quality level which follow from the quality inspection of Gomibo B.V. on the requirements as stated in Article 5 and/or 6.

7.2 Gomibo B.V. has the right during and after the delivery of the Products to carry out quality control.

If the delivered Products do not comply with the 'General Product Requirements' as stated in Clauses 5 and 6, Gomibo B.V. has the right to reject all Products and to return the delivered Products to the Supplier. The Supplier shall bear all direct costs of the return shipment and the ownership and (shipping) risks shall be transferred back to the Supplier.

Article 8: Warranty, representation, undertaking, indemnities, and quality of products and services

8.1 The Products and/or Services provided are in accordance with all specifications agreed upon with Gomibo B.V., and with all other relevant and customary specifications for such Products and/or Services, as stated in articles 11 and 12.

8.2 If a defect or unsuitability of a product and/or service provided by the Supplier arises, Gomibo B.V. shall be entitled to be compensated for all costs and damage arising directly and indirectly from the defect or unsuitability. The warranty implies amongst others that the Supplier shall immediately repair any defects that occur during the warranty period, or shall provide a new replacement by an identical product and/or result within two weeks from the date of written notification by Gomibo B.V. The Supplier shall bear all direct costs if a defect or unsuitability arises during the warranty period.

8.3 The Supplier declares that all products and/or services are delivered by the Supplier to Gomibo B.V. with a legal European manufacturer's warranty in accordance with European law after delivery. If the Supplier is unable to fulfil the obligations of this Clause, then the Supplier shall be liable for all direct and indirect costs resulting from the implementation of the legal European warranty after delivery.

Article 9: Confidentiality and secrecy

9.1 Neither the Supplier nor Gomibo B.V. shall disclose or make available to third parties any information concerning Gomibo B.V. or the Supplier, unless this information is already in the public domain.

9.2 The Supplier shall guarantee Gomibo B.V. for all costs and damages if the aforementioned confidentiality and secrecy articles are violated by the Supplier in any form whatsoever.

Article 10: Duration and end of the agreement

10.1 If the Supplier fails to fulfil his obligations based on the Agreement, Proposal, Quotation, Offer, or Invoice, Gomibo B.V. may dissolve the Agreement or Transaction in whole or in part with immediate effect without any penalty or further obligation, liability, costs, or legal intervention.

10.2 Gomibo B.V. has the right to immediately dissolve or terminate the Agreement or Transaction, in whole or in part, without any penalty or further obligation, liability, costs or legal intervention if:

- (1) Control of the Supplier has been transferred to a third party;
- (2) The Supplier has applied for or obtained a moratorium on payments;
- (3) The Supplier's property has been seized in whole or in part;
- (4) The Supplier ceases its business operations.

10.3 Gomibo B.V. has the right to terminate the Agreement wholly or partly without any penalty or further obligations or liability upon notification of a Force Majeure situation affecting the Supplier that lasts longer than one (1) week and as referred to in 6:75 Dutch Civil Code.

Article 11: Legislation and jurisdiction

11.1 Unless otherwise provided or agreed in the Agreement, these General Terms and Conditions of Purchase are interpreted by and subject to Dutch law, without regard to its conflicting legal provisions. The Parties irrevocably agree that the District Court of Noord-Nederland, location Groningen, the Netherlands, has exclusive jurisdiction to settle any disputes or claims arising from or in connection with this Agreement.

Additional conditions for secondary suppliers of IT services, IT hardware, and software

The conditions in Clauses 13 and 14 only apply to a Secondary Supplier that provides IT-related services and/or supplies IT hardware and software.

Article 12: Data protection, privacy, and security requirements

12.1 The Supplier shall comply with all 'Applicable Laws', such as the General Data Protection Regulation ('AVG') and the Dutch Telecommunications Act, regarding privacy and data protection of Gomibo B.V. employees, customers, partners, business contacts, and other parties.

Article 13: Information security

13.1 The Supplier shall use the ISO 27001 standards as a guideline for setting up technical and organisational security measures according to current industry standards, to ensure the confidentiality, integrity, and availability of the data of Gomibo B.V. to which the Supplier has access, processes, communicates, or provides IT components for and to mitigate information security risks. These measures include, but are not limited to:

- Ensuring that only authorised staff have access to personal data and confidential information;
- Ensuring that all necessary IT systems are logged and monitored;
- Protecting personal and confidential information against unlawful or unauthorised access, storage, processing, destruction, and accidental loss or alteration;
- Ensuring that IT systems are configured and designed according to the 'privacy by design' and 'privacy by default' principles.
- Guarantee secure and encrypted network connections;

13.2 The Supplier shall inform Gomibo B.V. as soon as possible in writing about changes in the Information Security Policy and if applicable the issue of new ISO 27001 certificates and/or SOC2 registrations and related documents such as but not limited to the Supplier's Statement of Applicability.

Article 14: Audit

14.1 During the term of the Agreement and for one (1) year following expiry of the Agreement, Gomibo B.V. shall be entitled to conduct an audit or similar review of compliance with these General Terms and Conditions of Purchase or to commission a third party to conduct such a review.

14.2 The Supplier shall cooperate fully with any such audit. During the audit, the auditor shall respect the Supplier and exercise due care to act in accordance with professional auditing standards.

14.3 If Gomibo B.V. exercises the right to perform an audit at the Supplier's premises, Gomibo B.V. will bear the direct costs of the auditor.