

Supplementary General Terms and Conditions of Mulder Motoren B.V.

Article 1 – Applicability of the Supplementary General Terms and Conditions

- 1.1. In these Supplementary General Terms and Conditions of Mulder Motoren B.V., Mulder Motoren B.V. is referred to as the Contractor. The other party is referred to as the Client.
- 1.2. These Supplementary General Terms and Conditions apply to all offers made by the Contractor and to all contracts arising therefrom, as well as to all contracts entered into by the Contractor, whether now or in the future.
- 1.3. These Supplementary General Terms and Conditions apply in addition to the Metaalunie Terms and Conditions for Consumers 2022 (if the Client is a consumer) and the Metaalunie Terms and Conditions 2025 (if the Client is a business customer).
- 1.4. In the event of any conflict, these Supplementary General Terms and Conditions of Mulder Motoren B.V. shall prevail.

Article 2 – Processing of personal data

- 2.1. In the context of the performance of the contract, the Contractor processes the Client's personal data, including the Client's name, address and other contact details, as well as payment and invoicing details. The Contractor acts as the data controller in respect of such processing.
- 2.2. The legal bases for the processing of personal data are the performance of the contract and compliance with applicable legal obligations.
- 2.3. Personal data will only be shared with third parties to the extent necessary for the performance of the contract or for compliance with a legal obligation.
- 2.4. Administrative and invoicing data shall be retained for the statutory tax retention period of seven years. Other data shall not be retained for longer than necessary for the purposes for which they were processed.
- 2.5. The Client has the right to access and rectify their personal data, to request the erasure of or restriction on the processing of their personal data, and to object to the processing of their personal data. Requests relating to the exercise of these rights may be addressed to the data controller's contact person: Mulder Motoren B.V., located at Boelewerf 6, 2987 VD Ridderkerk, and may be submitted by email to info@muldermotoren.nl. The Client also has the right to lodge a complaint with the Dutch Data Protection Authority (autoriteitpersoonsgegevens.nl).

Article 3 – Compromising of digital communication channels,

- 3.1. The Contractor shall endeavour to secure its digital means of communication and systems in accordance with the state of the art and prevailing industry standards.
- 3.2. The Client is obliged to verify the Contractor's payment instructions – in particular any changes to previously provided bank account numbers – via an independent communication channel (by telephone or in person, using contact details already known to the Client) before making any payment.

- 3.3. Payment by the Client shall only discharge its payment obligation towards the Contractor if it is made to the account number designated by the Contractor as its payment account and verified by the Client in the manner referred to in paragraph 2. A payment made to a different account number does not discharge the Client from their payment obligation, regardless of whether the payment instruction or account change appeared to have originated from the Contractor. If the Client is a consumer, a payment made to an account number not designated by the Contractor does not release the Client from their payment obligation, unless the consumer has complied with the verification obligation referred to in paragraph 2 and could not reasonably have known or been expected to know that the payment instruction was false or had been altered.
- 3.4. In the event of a breach of the Contractor's digital communication systems as a result of which forged or altered payment instructions, invoices or other correspondence are sent to the Client, the Contractor shall not be liable for any loss suffered by the Client as a result of acting on such forged or altered communications, unless the compromise is the direct result of wilful misconduct or deliberate recklessness on the part of the Contractor.
- 3.5. If it is established that the Contractor has failed to fulfil its obligations under paragraph 1 to such an extent that this constitutes gross negligence and that such gross negligence made the compromise possible, the Contractor shall – notwithstanding the provisions of paragraph 3 – be liable, subject to the limitations set out in Article 12 of the Metaalunie Terms and Conditions 2025, for any direct financial loss demonstrably suffered as a result of the compromise. The foregoing shall not apply insofar as the Client is a consumer. The Contractor's liability towards a consumer is limited to the direct financial loss demonstrably suffered; consequential loss suffered by the consumer as a result of having made payments on the basis of unverified payment instructions shall not be compensated.
- 3.6. The Contractor shall inform the Client in writing without delay as soon as it becomes aware, or ought reasonably to have become aware, of any actual or suspected compromise of its means of communication that may affect the relationship with the Client.

Article 4 – Sanctioned Countries

- 4.1. The Client is prohibited from reselling, exporting or otherwise making available the products supplied by the Contractor in contravention of the sanctions legislation and regulations in force in the Netherlands at any time.
- 4.2. The Client warrants to the Contractor that the products supplied by the Contractor shall not, directly or indirectly, be supplied, resupplied or otherwise made available to persons, entities, countries or territories subject to which restrictive measures (sanctions) apply pursuant to the sanctions legislation and regulations in force in the Netherlands at any given time.
- 4.3. All consequences of any sale or resale, or delivery or onward delivery, of the products supplied by the Client in contravention of the laws and regulations in force in the Netherlands relating to sanctioned countries shall be at the Client's own expense and risk.
- 4.4. The Client shall indemnify the Contractor against any claims made by third parties arising from the Client's actions in breach of the aforementioned prohibition on onward supply. If the Client is a consumer and acts in breach of the aforementioned prohibition on resale, and knew or ought reasonably to have known that they were thereby contravening sanctions legislation and regulations, they shall indemnify the Contractor against any direct and foreseeable claims by third parties resulting therefrom.