

General purchasing conditions Another Star

These General Purchasing Conditions contain the terms that govern all our purchases. They should be as simple and straightforward as our service offering — do challenge us if you think we haven't done a good job on this. In these conditions "Another Star", "we" or "us" means Another Star Holding B.V., a limited liability company under the laws of the Netherlands, and its subsidiaries, as applicable based on the place of business of our purchasing entity. "You" means the vendor that has issued us with an offer or has entered into an agreement with us for the procurement of products or services.

GENERAL PART

1. GENERAL PROVISIONS AND APPLICABILITY

- 1.1 These General Purchasing Conditions (these "*conditions*") apply each time we purchase products or services from you, or ask you for an offer for such a purchase.
- 1.2 Our motto is to give our guests luxury at an affordable price. We can only do that in close collaboration with you. So we need you to at least: (i) meet our specifications; (ii) deliver on time; (iii) package the goods and services suitably so that they arrive in good order, unless we instruct you otherwise; and (iv) if something breaks down, service or repair the products in the way that costs us the least — free of charge if the products are under warranty. Where any of the terms below needs explaining, that explanation always starts from this motto.
- 1.3 Any deviation from these conditions has to be agreed in writing to be valid.
- 1.4 Each agreement between you and us for the purchase of products or services is subject solely to these conditions and the other documents listed in article 2.3, unless we have agreed otherwise with you. Your standard general terms and conditions therefore do not apply to our purchases from you, and as far as required we explicitly reject them.

2. ORDERING PROCEDURE, PURCHASE ORDERS, THE AGREEMENT

- 2.1 If we decide to order products or services from you, we will issue you with a purchase order (PO). There is no agreement without a written or electronic purchase order ([No PO no Pay policy](#)), so make sure you have us issue you with one. If a PO has an apparent error, an omission or not enough funds on it, do tell us. If you don't, the consequences of that error are for your account. So read each of our purchase orders and check them thoroughly before you start performing.
- 2.2 Please accept or reject the purchase order within ten (10) working days after we issue it. If you have not rejected it within those ten (10) working days, or if earlier on the date you start performing the agreed obligations, you are deemed to have accepted it. Your acceptance forms a binding agreement between us (the "*agreement*").

- 2.3 Each agreement is made up of your offer (if any), these conditions and the purchase order. If they conflict, our documents take precedence over yours.

- 2.4 We may modify, reschedule or cancel a concluded agreement, in whole or in part, by telling you at least fourteen (14) days before the agreed delivery date for products or, for services, the start date. If we do, we will pay your direct, reasonable and demonstrable costs caused by the change, but not any loss of business, revenue, profit, goodwill, savings or turnover. If we modify or reschedule, you agree to do your best to accommodate the request.

- 2.5 You will deliver the products and services to us in the quantity and as described in the agreement and specified on the purchase order, in exchange for our payment of the agreed purchase price listed on the purchase order.

3. TIMETABLE

- 3.1 Timeliness is essential to running our hotels cost-efficiently. So when we order products or services from you, we will give you a timetable. It sets out the delivery dates for the products and the dates by which we need you to complete the services. We expect you to meet those dates. If you don't, you are immediately in default. We are not going to send you a notice of default, and we don't have to.
- 3.2 If the timetable applies to services, we may change it while the services are being delivered, provided we pay your direct, reasonable and demonstrable costs caused by the change, but not any loss of business, revenue, profit, goodwill, savings or turnover.
- 3.3 For each calendar day you exceed a date in the timetable, you owe us a late charge. We can collect it from you immediately, without going to court and without a notice of default. The late charge is 0.5% of the total value of the purchase order per day, up to a maximum of ten per cent (10%) of the purchase order amount. The late charge does not stop us from also claiming actual damages from you in relation to your default.

4. PRICE

- 4.1 In exchange for the products and services you deliver, we will pay you the purchase price shown on the purchase order. That price is fixed and binding for the duration of the agreement. If you need a different price, you will need us to agree to modify the purchase order. The purchase price is presumed to include all:
 - (a) import duties, customs and excise duties, levies and taxes;
 - (b) licence and royalty fees for the use of intellectual property rights and industrial property rights;
 - (c) costs of packaging, transport, storage, insurance and delivery of products; and
 - (d) any other cost not listed above that we would have to pay before we can take delivery of, or make use

of, the products or services.

5. INVOICING AND PAYMENT

5.1 The most effective way to send us your invoices is, in order of preference:

- (a) via an e-invoicing platform (PEPPOL, SDI, NEMS, etc.);
- (b) to invoices@anotherstar.com in UBL or XML format; or
- (c) to invoices@anotherstar.com in PDF format.

We do not accept paper invoices unless applicable law and regulations require them.

5.2 Bank charges are always shared, unless we have explicitly agreed otherwise in writing, in which case you must mark them up on the invoice. In the European Union bank charges are always shared under mandatory law.

5.3 Without an invoice we cannot pay you, so make sure you send us one. Your invoice needs to include at least the following ([Invoicing guidelines](#)):

- (a) our purchase order number;
- (b) the legal entity that issued the PO as addressee;
- (c) information that identifies you: your company name, address, contact person and commercial or company registry registration number;
- (d) line items that match the line items on the PO exactly;
- (e) the invoice amount excluding VAT and the invoice amount payable including VAT;
- (f) the currency;
- (g) the name of the Another Star requisitioner of the PO;
- (h) the hotel or other delivery address where the products were delivered or the services performed, or to which they relate;
- (i) the date the products were delivered or the services performed;
- (j) the invoice date and invoice number;
- (k) your bank account number;
- (l) the payment term and due date;
- (m) an adequate description of what we purchased, identifying the volume and nature of the products and services; and
- (n) the VAT amount and percentage,

together with anything else that current or future laws or regulations require you to put on an invoice. If you leave out any of this information, we can use that as a valid reason for late payment, and that late payment does not mean we have defaulted on our payment obligations.

5.4 You can only invoice us after the date you delivered the products or performed the services, unless we agree otherwise in writing. Unless you have failed to perform your obligations under the agreement properly, we will pay your invoice within forty-five (45) days of receiving it.

5.5 If we pay an undisputed invoice late, you can't charge interest and out-of-court collection costs straight away.

You first need to send a notice of default to finance@anotherstar.com giving us a further fourteen (14) days to pay the outstanding invoice. In the unfortunate case that we still fail to pay you, you can charge us interest at 50% of the legal maximum rate of interest in the applicable jurisdiction. If the law of that jurisdiction allows it, you can also charge out-of-court collection fees, provided you have actually incurred those costs and cannot recover them elsewhere.

5.6 We may set off any amount we owe against any amount we can claim from you or from one of your affiliates.

5.7 Our payment does not waive any of our rights. It is not an acknowledgement or acceptance that the delivered products and services conform to the order, and it does not release you from any liability in that regard.

5.8 To keep our accountant happy, send us any invoice within six (6) months after you delivered the products or performed the services. If we receive it after that, your right to payment of that invoice lapses.

5.9 You may only suspend performance of your obligations if you have sent us a notice of default for an overdue invoice giving us another fourteen (14) days to pay it, and we have not paid. That of course assumes we did not have a valid legal reason for not paying or for withholding payment.

6. BREACH

6.1 If you materially breach any of your obligations, we can terminate the agreement in whole or in part by written notice to you. To avoid any misunderstanding, you and we agree that you have committed a material breach if:

- (a) we cannot use rooms or other guest facilities in our hotels because of your default;
- (b) your default has harmed our commercial reputation;
- (c) you have breached your warranty obligations under articles 20 and 25 and have not remedied the breach in time;
- (d) you have missed agreed service levels;
- (e) you, your directors, officers or employees have offered, promised, given, authorised, solicited or accepted an undue pecuniary or other advantage of any kind in connection with the agreement, or implied that you might do so at any time in the future, or you have failed to prevent subcontractors, agents or other third parties connected with the agreement from doing so;
- (f) you, your directors, officers or employees have acted in breach of the Responsible Procurement Principles described in article 15.3;
- (g) you have not completed an ESG survey as described in article 15.4, or you have not discussed in good faith or not implemented the improvements you could make to your services and operations;
- (h) you, your directors, officers or employees have breached any applicable anti-bribery, anti-corruption or anti-kickback law, including the Foreign Corrupt Practices Act ("*FCPA*");

- (i) you, your directors, officers or employees have breached economic or trade sanctions imposed by a governmental organisation of the United States, the European Union or its Member States, Hong Kong or the United Nations, or any other sanctions applicable to you, or are involved in an activity that could expose us to a breach of such sanctions;
 - (j) you are, or are owned fifty per cent (50%) or more in aggregate or controlled by, or your directors, officers or employees are, a person, organisation or entity designated on the OFAC list of "Specially Designated Nationals and Blocked Persons" or on any other list of targeted persons issued under any sanctions referred to in article 6.1(i); or
 - (k) other circumstances arise that reasonably justify us terminating the agreement as a result of your default.
- 6.2 If article 6.1 applies, we may also perform, or have a third party perform, part of your obligations where that is appropriate. If we do, you will pay all associated costs. For example, our service organisation may repair products that you have failed to repair.

7. TERMINATION OF THE AGREEMENT

- 7.1 Without prejudice to any other provision governing termination, premature or otherwise, we may dissolve the agreement extra-judicially, with immediate effect, without any other notice of default being required and at no cost to us, if:
- (a) a court measure shows that you may reasonably be considered broke (in legalese: insolvent), likely to become insolvent in the near future, or that someone has attached a significant part of your assets so that you cannot perform your obligations under the agreement;
 - (b) you get a new owner, or control over your company is transferred to another person or legal entity;
 - (c) you have been in a situation of force majeure for thirty (30) consecutive days; or
 - (d) we did not accept a custom product or service.
- 7.2 We may also terminate the agreement on three (3) months' written notice, at no cost to us, if a third party acquires control of our hotel management and operating business. That means a third party that is not one of our group companies acquiring, directly or indirectly and whether in one transaction or a series of related transactions, control over the entities that run that business, the business itself or substantially all of its assets, or otherwise becoming responsible for managing or operating substantially all of our hotels in our place. We can exercise this right at any time up to three (3) months after the change of control takes effect.

8. INTELLECTUAL PROPERTY RIGHTS, USE RIGHTS

- 8.1 You guarantee to us that any products, services or deliverables you have delivered or provided to us do not

infringe any patent, copyright, design right, trademark right or other absolute right of a third party. If such a claim is made against us, you will defend us against it as soon as we have told you it exists. If it costs us money, you will reimburse us in full.

- 8.2 Any drawings, specifications and other materials we present to you are our intellectual property and will remain so. We expect you to mark them as ours as soon as you receive them. When the agreement ends you will return them to us free of charge.
- 8.3 We own everything created for us. This covers custom products, anything we ask you to develop or improve for us, anything we develop together, and any design element, drawing, model, prototype, report, software or other deliverable created for us or at our request. You assign all intellectual property rights in it to us, and will make sure that anyone you engage does the same, with effect as soon as those rights are created. Where an assignment of future rights does not work that way, you hold those rights for us and will assign them when we ask. You will do whatever we reasonably need to secure, perfect and register our ownership, including signing a deed of assignment, and if you do not cooperate you unconditionally authorise us to do it on your behalf. You will not register any of these rights in your own name.
- 8.4 You keep the intellectual property you already owned or were licensed to use before the agreement, or that you develop independently of it. Where a product, service or deliverable includes any of that, you grant us on delivery a worldwide, perpetual, irrevocable, non-exclusive, royalty-free and sub-licensable right to use it, and to maintain, repair and modify it or have that done, on a day-to-day basis in our hotels and other Another Star locations worldwide. That includes the right to make the products and, where relevant, the services and deliverables available for use by our hotel guests.
- 8.5 You will only make custom products for us. You will not sell, supply or offer them, or products derived from them, to anyone else, and you will not make public, share or otherwise make available to a third party any of the intellectual property covered by article 8.3, without our prior written agreement.
- 8.6 If a third-party claim effectively bars us from using the products, services or deliverables, you will obtain from the claimant, at your expense, a worldwide, irrevocable, non-exclusive, royalty-free and sub-licensable licence for our benefit that lets us carry on using them.

9. CONFIDENTIALITY

- 9.1 Our confidentiality requirements are straightforward:
- (a) keep the nature of our relationship confidential. That means keeping any interaction with us confidential, even if it is just that you went for a coffee with one of the local staff members. We don't want the Another Star magic to be disturbed. Think about

Disney World: no one wants to know it is actually John, a scrawny 18-year-old, who is in the Goofy suit;

- (b) if we provide materials to you, you can only use them for the benefit of performing your obligations. When we ask you to, you will return all of them to us free of charge. If you use a subcontractor, make sure they behave in accordance with these confidentiality rules. If they don't, you bear all the associated risk.

10. WAIVER OF RIGHTS

- 10.1 If by any chance you fail to perform in accordance with the agreement, or are delayed in doing so, you are not off the hook. No waiver of any provision of your agreement is effective unless we waive it in writing. If we do not require performance of a term or obligation, or we waive a breach of the agreement, that does not prevent us from enforcing that term or obligation later and is not a waiver of any later breach.

11. TRANSFER; THIRD PARTIES

- 11.1 We selected you as our supplier. That means we require you to perform the obligations, and not someone else. You are also not supposed to transfer the agreement and its rights and obligations to a third party or pledge it. If you would like it to be different, you will need our prior written approval.
- 11.2 If we do give you written permission to use subcontractors, you will be liable for their non-performance as if it were your own. You will also make sure that subcontractors meet all requirements and conditions in these conditions.
- 11.3 We may transfer the agreement, or assign or novate our rights and obligations under it, to a third party with your prior written approval, which you will not unreasonably withhold or delay.

12. LIABILITY

- 12.1 Save as provided for in these conditions, we will not be obliged to pay damages of any kind whatsoever, either direct or indirect, including loss of business, revenue, profit, goodwill, savings and turnover, damage to movable or immovable property, or damage to persons, whether these damages have been suffered by you or by someone else. This does not preclude our liability for damages that are the direct result of the gross negligence or wilful misconduct of our senior management.
- 12.2 You will be liable for, defend against, indemnify and hold Another Star harmless from and against any and all losses, damages, claims (including third-party claims), actions, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with your (i) negligence, recklessness or wilful misconduct, (ii) breach of any duty, representation, warranty or covenant, (iii) violation of

non-contractual obligations towards Another Star or third parties, or (iv) violation of applicable laws and regulations.

- 12.3 For the purposes of this article 12, third parties include our personnel, third parties that we have directly or indirectly engaged, and the personnel of those third parties.

13. INSURANCE

- 13.1 You will be insured at your own cost to the extent needed to adequately cover your liability towards us, our hotel guests and other third parties. This includes professional liability, product liability, third-party liability and strict statutory liability. When we ask you to, you will present us with all the applicable insurance certificates.
- 13.2 We are entitled to demand that the insurance policy or policies list us as co-insured, principal and beneficiary, that the insurers simultaneously waive their right of recourse, and that the insurers have the right to indemnify us or third parties that we designate directly. At our request, you will demonstrate that you are not behind with your insurance premiums.

14. FORCE MAJEURE

- 14.1 It can always happen that you cannot perform your obligations under the agreement for reasons not attributable to you (in legalese: a force majeure situation). If this happens, you will notify us in writing immediately about the situation and the circumstances that gave rise to it. Events that are not deemed to constitute force majeure are strikes and labour disputes; illness of employees; liquidity and solvency problems; interruption of operations or energy supply; inadequate production capacity; computer or telecommunication failure; import or export bans; defects of equipment or materials used by you; acts and omissions of third parties engaged by you, including subcontractors; and changes in applicable laws and regulations that were reasonably foreseeable on the date of our agreement.
- 14.2 We expect you to bear the risks of non-performance by any of your suppliers and subcontractors. You can't invoke this article if they default, whatever the reason for that default.
- 14.3 You have an active obligation to take all reasonable measures to take away a situation of force majeure. We may expect you to have started taking these measures on the date you notified the situation of force majeure to us.

15. COMPLIANCE WITH LAWS; ESG

- 15.1 You will at all times conduct your business and corporate affairs in accordance with all applicable laws and regulations, including all applicable laws and regulations relating to anti-bribery and anti-corruption.
- 15.2 You agree that all products and services that you provide to us have been procured in compliance with all applicable laws and regulations.

- 15.3 By entering into an agreement with us, you agree that you, your directors, officers and employees will comply with the Responsible Procurement Principles and will act in accordance with their spirit. You can find these rules on our website at www.anotherstar.com. If you would like to receive a written copy of the Responsible Procurement Principles, we are happy to provide one. We have the right to audit you for compliance with them, in particular if we have reason to believe that you, your directors, officers or employees have acted in breach of them.
- 15.4 At our request, you will complete an ESG survey as provided by us, at your own expense and without delay. Further to that survey, and at our request, you will discuss it with us and implement all possible related improvements you could make to your services and operations.
- 15.5 At our request, you will also complete, at your own expense and without delay, a survey provided by Another Star about ESG topics which Another Star may be required to report in accordance with applicable laws and regulations. You will assist us in our compliance with all actual or future applicable laws and regulations aimed at disclosure and reporting obligations.

16. HEALTH AND SAFETY AT THE WORKPLACE

- 16.1 You will be responsible for the safety and health conditions at the workplace and you will comply with applicable safety and health regulations.
- 16.2 The equipment and materials that you use at the workplace, such as hoisting and lifting equipment, ladders and scaffolding, will comply with applicable statutory requirements and will be in a perfect state of maintenance.
- 16.3 You will provide your staff with protective equipment, such as safety goggles, safety boots and helmets, and the tools required to perform the obligations under the agreement.

17. DATA PROTECTION

- 17.1 If the services involve your processing of personal data of our customers or employees, we will present you with a separate data processing agreement. Until we do, article 17.2 applies instead.
- 17.2 If you process personal data of our customers or employees on our behalf, you will:
- (a) only process personal data in accordance with, and as far as necessary for, our written instructions;
 - (b) only perform processing activities where the agreement describes the subject matter, duration, nature and purpose of the processing, the type of personal data and the categories of individuals whose personal data will be processed;
 - (c) impose a duty of confidentiality on employees and subcontractors with access to the personal data;
 - (d) implement appropriate security measures to protect the personal data and to ensure ongoing

- confidentiality, integrity, availability and resilience;
- (e) only subcontract processing activities with our prior written consent;
- (f) allow us to comply, and assist us, with our obligations in respect of individuals' rights, including the rights of access, rectification, deletion and data portability;
- (g) notify us without undue delay, and in any event within 24 hours, after you become aware of a breach of security leading to the accidental or unlawful destruction, loss or alteration of, or unauthorised disclosure of or access to, the personal data;
- (h) at our choice, delete or return all personal data on termination of the agreement; and
- (i) make available to us all information necessary to demonstrate compliance with this article 17.2, including cooperation with audits and inspections, unless such cooperation would infringe applicable data protection laws or regulations.

18. APPLICABLE LAW; COMPETENT COURT

- 18.1 The agreement and the relationship between you and Another Star will be governed by the laws of the Netherlands, unless the place of business of our purchasing entity is located in the United States, in which case the laws of the State of New York apply, without regard to principles of conflicts of laws. The Vienna Sales Convention of 1980 (CISG) does not apply.
- 18.2 If the place of business of our purchasing entity is located in a country that is part of the European Union, we will exclusively bring any dispute before the competent court in The Hague, the Netherlands.
- 18.3 If the place of business of our purchasing entity is located in a country that is not part of the European Union, we will settle any controversy, claim or dispute arising out of the agreement by binding arbitration in Amsterdam, the Netherlands, unless the place of business of our purchasing entity is located in the United States, in which case the seat of arbitration will be New York, New York, or another location we agree with you. The arbitration will be conducted on a confidential basis and will be administered by the International Centre for Dispute Resolution under its International Arbitration Rules. Any decision or award will be in writing, will explain all conclusions of law and fact, and will include the assessment of costs, expenses and reasonable attorneys' fees. An award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction over it.

PROVISIONS WITH RESPECT TO THE SUPPLY OF PRODUCTS

19. CUSTOM PRODUCT DEVELOPMENT

- 19.1 We will provide you with the specifications for custom products, and you will develop and produce them in accordance with those specifications. You are

presumed to have confirmed that the specifications are correct and complete and that they enable you to develop and produce the product, unless you have told us otherwise before production starts.

- 19.2 Production of custom products will only start after you have presented us with a final prototype for acceptance. We will accept the product if it meets the specifications provided to you. If the acceptance test fails, you may correct the defects we have found and present a subsequent version to us for acceptance, within thirty (30) days after the date on which the product failed the acceptance test. If the product fails the second acceptance test, we can terminate the agreement at no cost to us. We will agree the acceptance test process with you.
- 19.3 Article 8 governs who owns the intellectual property rights in custom products and to whom you may supply them.

20. QUALITY AND DESCRIPTION OF THE PRODUCTS TO BE DELIVERED

- 20.1 You guarantee that each product you have delivered to us:
- (a) meets the specifications provided to you by us;
 - (b) comes with instructions of use and maintenance instructions written in the local language which are easy to read and enable us to install and use the product in our hotels;
 - (c) is made from sound, new materials and is properly constructed;
 - (d) is suitable for the purpose for which it is intended;
 - (e) is fit for use in a hotel on a day-to-day basis and, if part of the standard room inventory, for daily handling by our hotel guests;
 - (f) does not constitute a health or environmental risk;
 - (g) complies in every way with all applicable statutory requirements, regulations and European directives (such as CE and EMC marks) in respect of design, composition and quality;
 - (h) meets the reasonable expectations as to characteristics, quality and reliability that we are entitled to have, given what you have communicated about the product in your offer (if any), in any demonstrations to us, on your website or in any other communication available to the general public;
 - (i) has been labelled with sufficient marks to trace back the country of origin and the manufacturer; and
 - (j) is the genuine stuff and no counterfeit. Don't ever sell us fake design furniture, for example.

21. INSPECTION AND TESTING

- 21.1 We may come and have a look at your facility to inspect and monitor the manufacturing or assembly of the products. This includes a right for us to inspect and test semi-finished or finished products, or have them inspected and tested, before the time of delivery.

Inspection or testing is meant to give us more assurance on the expected quality of your performance. It does not mean that you are no longer required to give a warranty, or that you are otherwise no longer liable for any non-performance.

- 21.2 We expect you to test and inspect each product prior to delivery to us. You will maintain records of those inspections for a period of no less than three years after the date of delivery.
- 21.3 If we reject products that have been delivered to us, we will notify you immediately of the rejection. You will then immediately repair or replace those products, at our option.

22. PACKAGING; TRANSPORT; STORAGE; INSTALLATION

- 22.1 We require you to package and store products as economically, safely and carefully as possible, and in such a manner that shipments can be properly and adequately handled during transportation and delivery and reach their destination in an undamaged condition.
- 22.2 We are sensitive to the environment and work as sustainably as possible. We require you to do the same. So when you package products you will use neutral packaging materials without printing, and reuse packaging materials as much as possible. Packaging materials will be suitable for reuse or recycling. Where products are delivered in several consignments, you will collect spent and returnable packaging at no cost to us.
- 22.3 When you package products for delivery to an Another Star delivery address, you will ensure that:
- (a) the package is labelled with its contents, the Another Star delivery address, the relevant purchase order and any other information that we agreed you would put on it;
 - (b) products are packaged in such a manner that they can be safely transported;
 - (c) the package and the products are marked with the warning, storage and handling labels that are required by law or are appropriate given the specific nature of the product (for example, where the product can break if handled incorrectly); and
 - (d) products are packaged in such a manner that we don't break local applicable work environment legislation if we let our employees handle them. In particular, you will at no time require our employees to handle packaging with a unit weight of more than 20 kg.

We are entitled to reject any deliveries that do not comply with these requirements.

23. DELIVERY; TRANSFER OF OWNERSHIP AND RISK

- 23.1 You will deliver the products to the agreed Another Star delivery address. Our standard Incoterm is Delivered Duty Paid (DDP), meaning the seller handles and pays for the full supply chain, including packing- and shipping costs, export- and import custom clearance (not under the buyer's entity name), all import duties, taxes and

VAT, and has the delivery risk until the goods arrive to the delivery address, unless we have agreed Free Carrier (FCA) with you in writing. We only pay the purchase price; any cost of whatever nature connected with the delivery of the products is presumed to be included in the purchase price.

- 23.2 Prior to delivery you will provide us with complete and adequate documentation about the products, including handling and storage instructions, forwarding documents, certificates of authenticity (for example all applicable certificates of authenticity and of compliance with local codes and fire regulations in the country of delivery), and all written data relating to relevant governmental regulations, such as data regarding the safe handling, storage, usage and disposal of the products in the country of delivery.
- 23.3 The products are at our risk starting from the date on which we have taken delivery of them. The ownership of the products is transferred on the date on which we have paid the relevant invoice. You are presumed to have transferred the ownership unencumbered, without any lien or attachment. If we have refused to take delivery of the products, for example because they do not meet the specifications, the products will remain at your risk.
- 23.4 Products that we provide to you for repair, handling or processing will be at your risk during the period in which they are being repaired, handled or processed. You agree to waive your right of retention in relation to those products in our favour.

24. SERVICE REQUIREMENTS

- 24.1 For the duration of the agreement and for a period of five years thereafter, you will maintain a service organisation which effectively enables you to repair or replace a product on site at an Another Star location within a time frame of five days after having been notified of the breakdown.
- 24.2 We are entitled to have our internal service organisation handle repairs of products. For this purpose, you will train the members of the service organisation that we designate to you in performing these repairs, free of charge. In addition, you will maintain an online knowledge base or other information source which our service organisation members can access to support them when performing repairs. For products that are covered by a warranty you will pay the actual repair costs. If and to the extent spare parts are needed to perform repairs, you will make a spare part stock available for use at our locations.
- 24.3 If we repair a product ourselves, we will notify you in advance of our intention to do so and of the nature of the defect in the product.

25. PRODUCT WARRANTY OBLIGATIONS

- 25.1 For each product you will provide us with a warranty. The warranty means that you will be liable for any

defect that occurs in the product during the applicable warranty period. The warranty period starts on the date of delivery of the product to us. If the product is a component part of another product, the warranty period starts on the date that the other product has been put into use by us. A standard warranty period of two (2) years applies unless we have agreed otherwise with you.

- 25.2 A defect is any non-conformity of the product with the agreement. We will notify you of the existence of a defect in writing as soon as we have become aware of it. Each notice will contain the nature of the defect and the Another Star location where the defective products are located. During the warranty period you will remedy any defect free of charge within a reasonable term after having been notified by us. This obligation does not exist if you can show us that the defect has been caused solely by our improper use of the product.
- 25.3 Products that are portable and can easily be replaced will be collected by you for repairs at the relevant Another Star location, in exchange for a temporary replacement product. All other products will be repaired on site at the Another Star location where the relevant product is located.
- 25.4 If a product with a defect is part of a batch of products that have been delivered to us and the same defect shows up in at least ten per cent (10%) of that batch, this defect qualifies as an epidemic defect. In case of an epidemic defect you will service all products that have been part of the batch, to ascertain that the same defect does not show up in the other delivered products. In case of a large batch of products (20+ units) you will first present us with a written service plan and related timetable for approval, prior to commencing the service.
- 25.5 As soon as the replacement or repair is completed and accepted by us, a new warranty period will commence in respect of that replacement or repair.

26. IMPORT AND EXPORT REGULATIONS

- 26.1 You agree not to deliver a product to us in violation of applicable government export and import laws, regulations and ordinances of any country or government having jurisdiction over the export, import or delivery of the product.

PROVISIONS GOVERNING THE PROVISION OF SERVICES

27. PERFORMANCE

- 27.1 You will be responsible for the day-to-day management and supervision of the services provided by you. Your personnel will possess the skills, qualifications and experience required to perform the services.
- 27.2 The delivery of the services can be in one go or can be divided into separate milestones.

28. SERVICES QUALITY

- 28.1 You guarantee that each service that you deliver to us meets the following quality standards:

- (a) it will be performed with reasonable skill, care and attention and in accordance with the agreed specifications;
- (b) it will be performed on time, strictly in accordance with the timetable and, if applicable, agreed service levels;
- (c) it will be free from defects in workmanship;
- (d) it will be performed in accordance with the standards that can reasonably be expected from a service provider with your competency;
- (e) it will be performed by sufficient and competent personnel; and
- (f) it will be performed in accordance with all applicable statutory requirements.

29. ACCEPTANCE

- 29.1 Except if otherwise agreed, your delivery of the services and each milestone that is part of the delivery will be subject to acceptance in accordance with this article 29.
- 29.2 It is all or nothing. This means that if we may reasonably expect that any part of the milestones will not pass the acceptance test, we will not be required to perform any acceptance test. We will agree the acceptance test process with you.
- 29.3 We will conduct the acceptance tests on the date of delivery of the service or of the relevant milestone. Within fourteen (14) days of performing the acceptance test, the following will apply if:
- (a) we accept the delivery of the service or the milestone, in which case you will be entitled to the agreed payment; or
 - (b) we do not accept the service or the milestone, in which case:
 - (i) we will present you with our reasons for non-acceptance in writing, except if the reasons for failure to pass the acceptance tests are evident;
 - (ii) you will carry out, as soon as practicable and at your own expense, all corrections, additions, removals and modifications as are required for meeting the acceptance tests;
 - (iii) the milestone corrected, completed or modified in accordance with paragraph (ii) above will be subjected to a renewed acceptance test at your expense in accordance with this article 29.3; and
 - (iv) if, by any chance, you disagree with us for not accepting the service or the milestone, you will send us a written notice of disagreement supported by substantive arguments, specifying in reasonable detail the grounds of disagreement. Upon receipt of the notice, you and we will make reasonable endeavours to settle the disagreement within fourteen (14) days of receipt of the notice. If you and we fail to reach agreement, a dispute will exist which will be governed by article 18 above.