

**GENERAL
TERMS AND CONDITIONS
FOR THE PROCUREMENT OF PRODUCTS AND/OR SERVICES**

1. DEFINITIONS

Affiliate(s) means with respect to TomTom, any other entity which controls, controlled or under common control with TomTom. The terms “control” and “controlled”, as used in this definition, shall mean the legal or beneficial ownership, directly or indirectly, of more than fifty percent (50%) of the voting rights with respect to the election of directors or managers, or the power, directly or indirectly, to appoint a majority of the members of the board of directors or similar governing body of such entity.

Acceptance Criteria means any time schedule, milestones, quality criteria or any testing procedures applicable in the provision of the Products and/or Services.

Confidential Information means all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form) and whether before or after the effective date of the Contract including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information which is either marked as being confidential or which would reasonably be deemed to be confidential in the ordinary course of business.

Contract means any written agreement concluded between TomTom and the Supplier for the procurement of the Products and/or Services governed by these GT&Cs.

Defect means any non-conformity with the Specifications and/or any kind of improper functioning of the Products and/or Services.

Force Majeure event means any act, event, omission or cause or circumstance whatsoever beyond the reasonable control of a party, including without limitation, the following (i) events outside human control, including earthquakes, flowing storm, fog and other adverse weather; (ii) outbreak of hostilities, riot, civil disturbance, acts of terrorism; (iii) an act of any government or authority (including refusal or revocation of any license or consent); (iv) fire or explosion; (v) collapse of buildings, power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles. Excluded from force majeure are, at

least, the following events: (i) strike at the Supplier's facilities; (ii) transportation problems; (iii) failure to obtain equipment, materials, and/or (third party) services required for the proper fulfilment of the Contract, unless caused by circumstances that cannot in fairness be attributed to Supplier; (iv) late and/or scarcity of deliveries by Supplier's suppliers; and/or (v) incomplete or incorrect deliveries by Supplier's suppliers.

GT&Cs means these General Terms and Conditions for the procurement of Products and/or Services.

GDPR means the European Regulation 2016/679 on the protection of individuals with regard to the processing of personal data, as defined under the GDPR, and on the free movement of such data as may be updated or amended.

Intellectual Property Rights means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semiconductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

Materials means all materials provided and/or used by the Supplier in the performance of a Contract, and which are part of the Products and/or the Services including but not limited to designs, documents, drawings, models, plans, design details, photographs, brochures, reports, notes of meetings calculations, data, databases, schedules, programmes, bills of quantities and/or budgets.

Personnel means employees, staff, workers, agents, consultants, resources and/or contractors of the Supplier.

Pre-existing Materials means proprietary works, including without limitation software, tools, specifications and other materials, that were developed by the Supplier or a third party prior to the start of or outside of a particular Contract and that were not created specifically for TomTom.

Products means all items, goods, materials, deliverables, merchandise and any other products (including computer software), data, as described in



the Contract, which is supplied, delivered or otherwise made available or which will be supplied, delivered or made available, to TomTom by the Supplier in the performance of a Contract.

Purchase Order means a document issued by TomTom confirming the purchase of Products and/or Services.

Services means all services which are provided or to be provided by the Supplier to TomTom as described in the Contract.

Specifications means the description, specifications and/or requirements of the Products and/or Services set forth in the Contract. If no such description, specifications and/or requirements are provided the specification of industry standard shall apply.

Supplier means any (potential) supplier of TomTom.

TomTom means TomTom International B.V and/or its Affiliates.

TomTom Materials means all items, software, hardware, documentation, including but not limited to images or materials otherwise, such as models, stamps, drawings, designs, tools or other aids, which TomTom makes available to the Supplier for the performance of a Contract.

Warranty Period means the period of two (2) years following delivery of the Products and/or Services except when a longer period is stated in the Contract.

2. SCOPE AND CONTRACT FORMATION

- 2.1. These GT&Cs apply to all requests for quotations, proposals, offers, and/or any other any other electronic or physical ordering document (including non-contractual or pre-contractual relationships) between the parties in respect of the ordering, procuring, receiving, providing, purchasing, supplying or otherwise making available of Products and/or Services to TomTom
- 2.2. Contracts are legally binding only when a Purchase Order is issued by TomTom.
- 2.3. TomTom is not obliged to award a Contract in response to any quotation, proposal, or offer, nor is TomTom obliged to reimburse or compensate for the costs of such quotation, proposal or offer. If the Supplier starts to perform the provisions of a quotation, proposal or offer without first having received a relevant Purchase Order, the Supplier does so at its own expense and risks.
- 2.4. These GT&Cs will prevail over any additional and/or conflicting terms or conditions provided by the Supplier in connection with TomTom's ordering of any such Products and/or Services.

3. PRODUCTS AND SERVICES

In the provision of the Products and/or performance of the Services, the Supplier shall:

- 3.1. Comply with the provisions of these GT&Cs;
- 3.2. Comply with the Contract and/or other relevant contractual arrangements to a professional standard; and
- 3.3. Comply with TomTom Code of Conduct as updated from time to time, which copy can be found at <https://www.tomtom.com/suppliers/>. In addition, the Supplier shall ensure that such Code is respected by any Personnel and/or third-party engaged to provide the Products and/or perform the Services under these GT&Cs and/or Contract.

4. DELIVERY AND TIMING

- 4.1. Delivery of Products shall be deemed to have occurred once the Products are stored on the premises or location(s) designated by TomTom in accordance with the Delivered Duty Paid, Incoterms 2020, and must occur during regular working hours, unless otherwise agreed in writing by the parties. For the avoidance of doubt, the delivery shall be at Supplier's own cost and expense.
- 4.2. The Supplier acknowledges that the agreed timelines and time for performance of the Contract, and/or any further deadlines or timelines specified, are of essential importance to TomTom.
- 4.3. By providing a written statement to the Supplier, TomTom is entitled to defer performance of the Contract for a period to be specified in such written statement. If applicable and subject to Clause 4.1, the Supplier shall store the Products in a suitable location on TomTom's behalf, separate from any other goods, insure the Products and take measures to prevent damage or loss. TomTom shall make a reasonable payment to the Supplier in accordance with Clause 7 of these GT&Cs regarding such storage, measures, and insurance. Upon written notice, TomTom shall inform the Supplier to resume the performance of the Contract in accordance with these GT&Cs and the Contract.
- 4.4. If in the performance of the Contract, there is a risk of a delay for provision of the Services and/or the Products, the Supplier shall take adequate measures without undue delay and at its own expense to prevent such delays from occurring and shall report the corresponding remedy actions to TomTom.
- 4.5. Without prejudice to Clause 4.4, if there is an actual delay in the performance of the Contract (or a part thereof), the Supplier shall be automatically in breach without any further notice and TomTom shall be entitled to terminate the Contract with immediate



effect, in addition to any other TomTom's rights hereunder.

- 4.6. Performance of the Contract (or a part thereof) prior to the delivery date or the agreed time for performance may only occur upon TomTom's written permission, provided however that such early performance shall not affect the initial payment date agreed in the Contract.
- 4.7. Considering the nature of the Products and the means of transport, Supplier shall suitably package Products for shipment. The Supplier is liable for any damage(s) resulting from or related to improper packaging of the Products.
- 4.8. Products not delivered in accordance with the Contract may be returned by TomTom at the Supplier's expense and risk together with any waste, is applicable.
- 4.9. Performance of a Contract includes delivery of all accompanied tools and documents such as, but not limited to, (guarantee) certificates, drawings, quality reports, and maintenance/instruction guidelines.
- 4.10. If required by TomTom, the Supplier shall submit regular reports showing the progress of the Services and/or the expected delivery of the Products.
- 4.11. The Supplier is not entitled to perform a Contract in part(s) unless otherwise agreed in writing by TomTom, in which case these GT&Cs shall also apply to such partial delivery and/or performance.

5. ACCEPTANCE CRITERIA

- 5.1. Acceptance Criteria shall be in accordance with the Contract. If no Acceptance Criteria is specified, acceptance of the Products and/or Services shall be based on TomTom's good faith satisfaction.
- 5.2. Unless otherwise agreed in the Contract, the Products and/or Services shall be deemed to be accepted if TomTom does not notify the Supplier within thirty (30) days of the delivery date that such Product and/or Service (or a part thereof) is not accepted.
- 5.3. In accordance with Clause 5.2 above, if TomTom does not accept the Products and/or Services, and without prejudice to any of its other rights, TomTom shall be entitled at its own discretion i) to give the Supplier the opportunity to replace or repair the Products and/or re-render the Services in accordance with the Contract, at the Supplier's expense and risk or ii) to terminate the Contract without any liability and the Supplier shall refund TomTom any pre-paid fees for such Products and/or Services.

6. TOMTOM MATERIALS

- 6.1. Subject to these GT&Cs and the Contract, TomTom may grant to the Supplier during the term of the applicable Contract a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to access and/or (internally) use TomTom Materials for the limited purpose of performing the Services and/or providing the Products.
- 6.2. These GT&Cs contain the full and complete rights granted by TomTom to the Supplier in respect of TomTom Materials and any other use of the same other than expressly permitted in these GT&Cs is strictly prohibited.
- 6.3. TomTom Materials are provided to the Supplier on an "AS-IS" and "WITH ALL FAULTS" basis. Supplier shall use TomTom Materials entirely at its own risk and TomTom shall have no liability whatsoever in connection with the use of TomTom Materials by the Supplier.
- 6.4. Upon expiry or termination of the Contract, the Supplier shall (i) immediately discontinue all use of TomTom Materials; (ii) return all TomTom Materials to TomTom within five (5) days, and if not applicable, destroy all copies in its possession of TomTom Materials; and (iii) certify compliance with this Clause 6.4 upon TomTom's request

7. FEES AND PAYMENT

- 7.1. All fees quoted by the Supplier shall be expressed in Euros or US dollars, on a fixed and/or a time and material basis, as set forth in the Contract and exclusive of VAT but inclusive of any other taxes, incidental costs and/or expenses. Fees are not subject to increase other than the increase of the fees due to VAT.
- 7.2. Unless otherwise agreed in writing by TomTom, fees shall include all Materials and work necessary to perform the Services and/or to provide the Products, including but not limited to the costs for standard packaging, transportation of equipment, Personnel, insurance, import duties and customs.
- 7.3. In no event shall the Supplier invoice TomTom for any travel time, travel expenses or other out-of-pocket expenses.
- 7.4. Invoices shall contain as a minimum (i) a summarized description of the Services performed during the preceding month and the period during which they were provided and/or (ii) a description of the Products, the quantities supplied and the respective Purchase Order number. The Supplier shall submit invoices to invoices@tomtom.com.coupahost.com. Invoices must be addressed to the correct TomTom legal entity.

- 7.5. Invoices shall be subject to written approval by TomTom. Complete and accurate invoices shall be paid within thirty (30) days after receipt by TomTom. TomTom is entitled to return or reject incorrect or incomplete invoices.
- 7.6. Without prejudice to any other rights that TomTom may have under the Contract or applicable law, and without the need for judicial intervention, TomTom is entitled to offset and/or suspend payment, without any liability or penalty, if TomTom has or will have a claim, which in TomTom's reasonable opinion may be enforceable against the Supplier and/or a company affiliated to the Supplier.

8. TAXES

- 8.1. Applicable taxes shall be billed as a separate item or line item.
- 8.2. The Supplier is and shall remain responsible and liable for fulfilling all of its tax and social security obligations and those of the Personnel performing Services under a Contract.
- 8.3. If the Supplier fails to pay, deduct or transfer VAT, other sales taxes, wage tax, social security contributions or its Personnel's insurance contributions or fails to do so in due time, TomTom is entitled to immediately terminate the Contract and/or withhold from payments made to the Supplier, however, that if TomTom does so it shall not be deemed an admission that the Supplier and/or the Personnel is acting as an employee of TomTom.
- 8.4. At TomTom's request, the Supplier shall provide declarations proving payment of the taxes and contributions as referred to in Clause 8.2 ("Statements of Payment History" - Verklaringen Betalingsgedrag). At TomTom's request, the Statements of Payment History may be extended to third parties used by the Supplier in the performance of the Contract. The Statements of Payment History must be issued by tax authorities (Belastingdienst) and be certified as original. If the Supplier does not comply with these obligations, TomTom is entitled to withhold payments to the Supplier and terminate the applicable Contract with immediate effect. TomTom is entitled to allow the Statements of Payment History to be provided in the form of a statement by an auditor appointed in consultation with TomTom.
- 8.5. TomTom is entitled to request the Supplier to open a blocked account (G-rekening) to allow TomTom to deduct the taxes and/or social security contributions, as referred to in Clause 8.2, from any amounts due to the Supplier and transfer these amounts to the blocked account for payment to the tax authorities.

9. (INTELLECTUAL) PROPERTY RIGHTS

9.1. TomTom Materials

All Intellectual Property Rights in TomTom Materials shall belong to TomTom and/or its licensors.

9.2. Products

- 9.2.1. Subject to Clause 9.2.3, all Products developed and/or manufactured by the Supplier in the course of performing the Contract, including but not limited to Materials and other resources, shall become TomTom's property when delivered to TomTom, as further specified in Clause 4.1.
- 9.2.2. All intellectual property rights resulting from the performance of a Contract, shall vest with TomTom, except for the third-party rights as referred to in Clause 9.2.3 provided that such rights were not created as part of the Contract specifically for TomTom. These rights are transferred to TomTom by virtue of these GT&Cs without the requirement of payment of royalties or other additional consideration, which transfer is accepted by TomTom, immediately following the creation of these rights. In so far as instrument(s) are required for the transfer of such rights, the Supplier irrevocably authorizes TomTom to have such instrument(s) drafted, and signed on behalf of the Supplier, without prejudice to the Supplier's obligation to co-operate in the transfer of such rights at TomTom's first request, without being able to impose conditions on this. The Supplier irrevocably authorizes TomTom to have the transfer of these intellectual (property) rights entered into the appropriate registers. The Supplier surrenders to TomTom all so-called 'moral rights' that may accrue to the Supplier, to the extent to which the applicable regulations allow such surrender.
- 9.2.3. To the extent that the Products and/or Services provided to TomTom include third party's intellectual property rights, the Supplier grants to TomTom and warrants that it is entitled to grant to TomTom an irrevocable, perpetual, worldwide, fully paid-up license to use those Products and/or Services for any purpose (unless the parties agree otherwise) without any additional expense. In the event additional licenses and/or expenses are required, TomTom is entitled to agree on terms directly with the third party and charge the additional expenses back to the Supplier.

9.3. Pre-existing Materials

- 9.3.1. TomTom acknowledges that in providing the Products and/or performing the Services under a Contract, the Supplier is entitled to utilize the Pre-existing Materials.
- 9.3.2. Unless otherwise specified in the applicable Contract, to the extent the Supplier incorporates Pre-existing Materials into the Products and/or Services, the Supplier grants TomTom a

perpetual, royalty-free, irrevocable, worldwide right and license (including the right to grant sublicenses) to copy, modify, distribute, and otherwise use the Pre-existing Materials to the extent incorporated in, contained in or reasonably required for the use or operation of the Products and/or Services.

10. WARRANTIES

The Supplier represents and warrants that:

- 10.1. The Products and/or Services meet with the Specifications as set forth in the Contract;
- 10.2. The Services shall be provided with due professional care, skill, diligence and competence in accordance with applicable professional standards and shall be performed entirely in accordance with the Contract;
- 10.3. The Personnel and/or any subcontractor which the Supplier is entitled to make use of for the performance of the Services in accordance with Clause 19.2, are of sufficient qualification and shall comply with any agreed qualification requirements relating to training, expertise and experience and shall continue to do so for the duration of the Contract;
- 10.4. The Products and/or the Services are suitable for the purpose for which the Contract was concluded, insofar as the Supplier was aware of that purpose or could have been aware of such purpose;
- 10.5. The Products and/or Services provided to TomTom under the Contract do not infringe any Intellectual Property Rights of TomTom or any third party;
- 10.6. Unless otherwise provided in the Contract, the Products and/or Materials used in the provision of the Services are of reasonable quality within the industry, fit for purpose and provide the adequate level of safety, health, welfare and environmental standards;
- 10.7. The Products and/or Materials used in the provision of the Services are in accordance with any samples, models or drawings as regard their quantity, description, quality and performance, are produced according to the latest technology and are new, of the highest possible quality, free of faults in regards their design, processing, manufacture, construction, and dimensions, free of Defects and third-party rights;
- 10.8. All applicable national and international laws and regulations regarding the Products (or their manufacture, packaging, and/or exportation) and Services have been and shall be complied with strictly;
- 10.9. The supply of the Products and/or Services can be maintained for a minimum of three (3) years after TomTom's acceptance; and

10.10. The provisions laid down in this Clause 10 do not affect TomTom's other rights provided herein and/or in a Contract.

11. DEFECTS AND SPARE PARTS

- 11.1. If Defects occur within the Warranty Period, the Supplier shall remedy such Defects free of charge within ten (10) calendar days after receipt of the Defect notification by TomTom and shall bear all related costs. The Supplier shall either replace or repair the Products and if not possible, TomTom shall return the Products and obtain a full refund for it. For the avoidance of doubt, this Clause shall apply without prejudice to any other TomTom's rights or remedies including but not limited to the payment of costs, damages and/or interests.
- 11.2. Subject to Clause 11.1, in the event that the Products:
 - 11.2.1. Are repaired, then the Warranty Period shall be extended by a period equal to the remainder of the original Warranty Period from the Defect notification date; or
 - 11.2.2. Are replaced, then the Warranty Period shall recommence with a full new period.
- 11.3. The Supplier shall keep in stock spare parts for the delivered Products for a period that is reasonable within the industry but not less than the period mentioned in Clause 10.9, even if the Products are discontinued and/or no longer in production. Unless stated otherwise in the Contract, the sale of spare parts shall be at prices considered reasonable within the industry. The Supplier shall notify TomTom of parts for the delivered Products reaching its end-of-life a minimum of ninety (90) days before its end-of-life date.

12. INDEMINIFICATION

- 12.1. The Supplier shall be liable, indemnify and hold TomTom harmless against any and all direct losses or damages whether in contract, tort, breach of statutory duty or otherwise resulting from:
 - 12.1.1. Any claim made against TomTom by a third party for i) death, personal injury or damage to property arising out of or in connection with Products and/or Services; ii) any data privacy loss or breach of the GDPR, iii) actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Products, regardless of whether said loss or damage is caused by the Supplier itself, its subcontractors, Personnel, or by other persons whom the Supplier engaged in performance of the Contract or any other third parties and regardless of whether TomTom could have foreseen the possibility of such loss or damage.



12.1.2. Any other claim in connection with the performance or non-performance of a Contract subject to these GT&Cs.

12.2. Except for the obligations set forth in Clause 12.1.1, 16, 17, and 19 for which there is no limit, the total liability of the Supplier under the applicable Contract shall be limited to the maximum of one (1) million euros in the aggregate.

13. BREACH IN THE SUPPLIER'S OBLIGATION

13.1. In the event that Supplier fails to perform any part of its obligations under a Contract, TomTom shall be entitled to send the Supplier a notification of breach (except when the breach arises automatically as set forth in Clause 4.5) indicating a reasonable period to cure it. If, in TomTom's reasonable opinion, the Supplier fails to cure the breach within such period, TomTom shall be entitled without prejudice to its other rights to:

13.1.1. Suspend its obligations, including payment, until the breach has been cured and without the obligation to pay the fees for the period where the payment was suspended;

13.1.2. Require the Supplier to repeat performance of the Contract at the Supplier's own expense;

13.1.3. Reverse the performance under a Contract at the Supplier's own expense and risk;

13.1.4. Allow TomTom or a third party nominated by TomTom to repeat or reverse the performance of this Contract at the Supplier's expense and risk; and/or

13.1.5. terminate the Contract.

14. TERM AND TERMINATION

14.1. TomTom may terminate any Contract without cause at any time upon thirty (30) days' written notice to the Supplier.

14.2. TomTom shall be entitled to terminate any Contract by written notice to the Supplier immediately in the event that the Supplier is in material breach of the Contract and that breach is either incapable of remedy or the Supplier fails to remedy that breach within the period provided under 13.1 or fourteen (14) days from the notification of breach, whichever is shorter. Termination of the Contract due to breach shall not prejudice TomTom's right to claim damages from the Supplier.

14.3. In addition, TomTom shall have the right to immediately terminate any Contract in the event that:

14.3.1. The Supplier is subject to a change of control; or

14.3.2. The Supplier is directly or indirectly involved in any claim or proceedings concerning infringement of

Intellectual Property Rights by TomTom or contesting the validity or enforceability of one or more of the Intellectual Property Rights of TomTom.

14.4. Without prejudice to any other rights and obligations, either party shall have the right to immediately terminate any Contract, by notifying the other party in writing, if in the country in which the other party is established or in any country in which any property or debtor of the other party is located, one of the following events occurs:

14.4.1. The other party's business has been discontinued;

14.4.2. The other party has filed for bankruptcy, ceased to exist or has been dissolved or liquidated other than for the sole purpose of a scheme for a solvent amalgamation of a party with one or more other companies or the solvent reconstruction of such other party; or

14.4.3. The other party ceases to do business in the ordinary course, makes a general assignment for the benefit of creditors or commences or has commenced against it any insolvency, bankruptcy or receivership proceedings.

15. EFFECT OF THE TERMINATION

15.1. Upon termination of the Contract, the Supplier shall:

15.1.1. Cease immediately all the Services and/or manufacturing or delivery of the Products and as indicated by TomTom return or destroy at its own expense all TomTom Materials, Materials, Specifications and/or any other information relating to the Contract which are in Supplier's possession. If applicable, at TomTom's request and at no additional cost, the Supplier shall offer due assistance to enable TomTom or a third party to continue the provision of the Services.

15.1.2. Provide a refund of the fees paid in advance under the Contract for Services not yet rendered and/or Products not yet delivered within ten (10) business days of the termination date;

15.1.3. Receive (pro-rated) payment if it has partially or fully delivered Products and/or provided Services, as applicable, and TomTom shall acquire ownership of such Products and/or Materials as per Clause 9.2.

15.1.4. If the Products are obtained from a third party, the Supplier shall make reasonable efforts to have the order for Products cancelled immediately. If the delivery and/or the manufacturing of the Products and/or Materials are of impossible cancellation, then TomTom shall pay the portion of the fees corresponding to such Products and/or Materials and acquire ownership as per Clause 9.2.



15.2. The parties agree that TomTom is not liable to pay any severance payment or compensation to the Supplier for loss of profit or loss of goodwill or for any other loss or damage howsoever arising as a result of the termination of the Contract.

16. CONFIDENTIALITY

16.1. Either party shall use the Confidential Information that is disclosed to the other party (by whoever disclosed) only for the proper performance of its duties under the Contract and shall not without the written consent of the other party disclose or permit the disclosure of the Confidential Information.

16.2. The provisions of Clause 16.1 shall not apply to Confidential Information that:

16.2.1. Is or becomes public knowledge other than by breach of this Clause;

16.2.2. Is in the possession of one party without restriction in relation to disclosure before the date of disclosure by the other party; and/or

16.2.3. Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

16.3. Neither party shall make any public announcement with respect to a Contract or any ancillary matter without the other party's prior written consent.

17. DATA PROTECTION

The Supplier shall at all times comply with its respective obligations under the provisions of the GDPR and all applicable laws and regulations relating to privacy, data protection and data security, including with respect to the collection, storage, transmission, transfer, disclosure and use of personal data. If applicable, the parties shall be governed by the data processing schedule made part to the applicable Contract for all data transfers in relation to the Services provided under such Contract.

18. INFORMATION SECURITY

The Supplier shall establish, implement and at all times maintain the security safeguards and applicable engineering principles according to applicable standard industry practices to protect the personal data and/or information from unlawful processing, disclosure, accidental loss, destruction or damage. TomTom reserves the right to request the Supplier to comply with additional information security provisions, if necessary.

19. SUBCONTRACTING

19.1. The Supplier is not entitled to subcontract any or all of its rights or obligations under the Contract without the prior written consent of TomTom.

19.2. Subject to Clause 19.1, If TomTom approves any subcontracting by the Supplier, the Supplier:

19.2.1. Shall be responsible for the acts and omissions of each subcontractor (including its employees) to the same extent as if such acts or omissions were by the Supplier or its Personnel and shall be responsible for all fees and expenses payable to any subcontractor; and

19.2.2. Shall ensure to enter into an agreement with such subcontractor which contains provisions that are at least as protective as the terms set forth in these GT&Cs and/or the Contract.

20. INDEPENDENT CONTRACTOR

The Supplier is an independent contractor and neither Supplier, its Personnel, nor its subcontractors (if applicable) shall be deemed employees or agents of TomTom for any purpose. The Supplier shall indemnify TomTom from any claims and/or responsibilities arising from the employment or other contractual relationship brought by the Personnel and/or subcontractors to TomTom. The Supplier assumes sole and full responsibility for the acts and/or omissions of its Personnel and/or subcontractors worldwide. Neither Supplier, its Personnel, nor its subcontractors shall have the authority to make commitments, enter into contracts, bind or otherwise obligate TomTom in any manner.

21. ASSIGNMENT

Neither party shall without the prior written consent of the other party assign or transfer the Contract or the benefit or burden of or the rights under the Contract save that TomTom shall be entitled to assign or transfer the Contract (whether in whole or in part) without the prior consent of Supplier: (i) to an Affiliate; or (ii) to an acquirer of all or substantially all of its assets, business or equity securities.

22. WAIVER

No failure or delay by a party to exercise any right or remedy provided under these GT&Cs and/or Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. SURVIVAL

Termination or expiration of these GT&Cs and/or a Contract shall not terminate or otherwise affect any rights or obligations of a party that either expressly or by their nature survive termination or expiration.

24. SEVERANCE

24.1. If any court or competent authority finds that any provision of these GT&Cs and/or Contract (or part of any provision) is invalid, illegal or unenforceable, that



provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these GT&Cs and/or Contract shall not be affected.

- 24.2. If any invalid, unenforceable or illegal provision of these GT&Cs and/or Contract would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

25. FORCE MAJEURE

- 25.1. Neither party shall be liable to the other party for any delay or non-performance of its obligations under these GT&Cs and/or Contract to the extent that its performance is interrupted or prevented by a Force Majeure Event.
- 25.2. Such delay or non-performance shall not constitute a breach of these GT&Cs and/or Contract and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.
- 25.3. Notwithstanding Clause 25.2, should the period in which the Supplier cannot fulfil its obligations under a Contract as a result of the Force Majeure Event continue for longer than thirty (30) calendar days, TomTom is entitled to terminate the Contract and receive a refund for any fees paid for incomplete and/or unaccepted Products and/or Services. In such an event, TomTom shall have no obligation to pay any compensation arising out of or in connection with such termination of the Contract.

26. NO OTHER TERMS

- 26.1. These GT&Cs and/or the Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter of the Contract and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

- 26.2. Any proposed variation from or addition to these GT&Cs appearing on any orders or documents submitted by the Supplier are null and void and shall not be considered an amendment to these GT&Cs and/or Contract even if signed by the parties.

27. GOVERNING LAW AND DISPUTE RESOLUTION

- 27.1. These GT&Cs and/or Contract and any dispute arising under or in connection with it, including any non-contractual claims and disputes, shall be governed by and construed in accordance with:

27.1.1. The laws of the Netherlands, if the TomTom entity as set forth in the Contract is incorporated in or outside the European Union, except when Clause 27.1.2 applies. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands in respect of any dispute arising under or in connection with these GT&Cs and/or Contract, including any non-contractual claims or disputes.

27.1.2. The laws of the State of New York, if the TomTom entity as set forth in the Contract is incorporated in the United States. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the city of New York, in respect of any dispute arising under or in connection with these GT&Cs and/or Contract, including any non-contractual claims or disputes.

- 27.2. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern nor apply to these GT&Cs and/or Contract. To the extent these GT&Cs and/or Contract are governed by the laws of any state of the United States, the parties agree that the Uniform Commercial Code and any equivalent thereof adopted by such state shall not govern nor apply to these GT&Cs and/or Contract.

28. PRECEDENCE OF DOCUMENTS

In case of conflict or ambiguity between any Clause contained in these GT&Cs and any provision contained in the Contract, the provision of these GT&Cs shall take precedence.