

General Conditions of Purchase of **Inther B.V.** (hereinafter '**Inther**'), as filed with the Chamber of Commerce.

### **Article 1. Applicability of General Conditions of Purchase**

1.1 These General Conditions of Purchase apply to all current and future transactions, quotations, offers, assignments, works, orders and agreements.

1.2 Applicability of the General Conditions of the other party (hereinafter referred to as "Supplier", regardless of whether there is already an Agreement) is expressly rejected.

1.3 The parties can only deviate from these General Conditions of Purchase if they have expressly agreed to do so in writing.

1.4 Inther reserves the right to change the General Purchase Conditions insofar as a change is not unreasonable. If the Supplier does not object in writing to Inther within two weeks of receiving a newer version of the General Conditions of Purchase, giving reasons, the new General Conditions of Purchase shall replace the old ones.

### **Article 2. Orders & assignments**

2.1 Orders, assignments, and notifications, including undertakings or further agreements given by one Party to the other shall only be binding on the Parties if they are made in writing and/or confirmed by a person authorised to do so.

2.2 Orders and assignments communicated orally, shall only be valid after written confirmation.

2.3 A request for an offer can never be construed as an order or assignment.

2.4 If no further provisions are defined in the order, the latest state of the art in terms of quality guarantees and standards (such as DIN, ISO, VDE regulations, VDI standards, CE regulations, VDMA and FEM standards) apply to the scope of supply of the Supplier.

2.5 Inther may request that an order or assignment be confirmed in writing. Until the order or assignment has been confirmed by a person authorised to do so, Inther is free to withdraw from negotiations or abort a

purchasing procedure (including withdrawal of the order) without incurring additional costs.

2.6 Further placing of the order or assignment with third parties is not permitted without Inther's written consent and gives Inther the right to cancel the order or claim compensation for non-fulfilment.

2.7 Inther-affiliated companies and entities may rely on delivery specification agreements made between Supplier and Inther, unless otherwise agreed. Where such an Inther-affiliated company or entity makes use of this, the Supplier must apply the same delivery specifications, including, inter alia, agreements on price, payment terms, and purchase quantities.

### **Article 3. Delivery**

3.1 Unless otherwise agreed, the Supplier shall ensure delivery of the goods and/or performance at the agreed place and time.

3.2 Inther is entitled to delivery of goods 'Delivery Duty Paid', or Franco inclusive of duties, in accordance with the conditions applicable at the time of the order.

3.3 Where there is an explicit deviation from the right to Delivery Duty Paid, the Supplier is obliged to have the goods available for collection during normal office hours, unless expressly agreed otherwise in writing.

3.4 The Supplier must provide Inther with all documents and other necessary documentation required by customs and other authorities.

3.5 A packing list must be present with goods to be delivered. The packing list must state Inther's order number, as well as item number(s), quantity, and description(s).

3.6 Packaging must be careful and complete. The Supplier is liable for all damages, as a result of packaging that is incomplete or that does not conform to the forwarder's instructions. Packaging must comply with all applicable environmental requirements. At Inther's request, the Supplier declares its willingness to take back and dispose of the packaging material.

3.7 Collection of the delivered goods shall take place at a time notified by Inther. Acceptance might include safety tests, functionality, and completeness checks. If equipment and authorised personnel are required for acceptance, these requirements are included in the scope of delivery.

3.8 Until the time of acceptance, the responsibility for the products shall lie with the Supplier and the latter shall take out adequate insurance.

3.9 If defects or incompleteness are detected during acceptance, as a result of which a new acceptance test is necessary, any additional costs resulting from this shall be borne by the Supplier.

3.10 If damage, defects, incompleteness, or inaccuracies are detected, Inther is not obliged to accept the goods. Non-acceptance of goods on this ground shall not affect the Supplier's obligation to deliver on time.

3.11 Without prejudice to the provisions of Article 3.9, Inther shall sign the packing list presented by Supplier and Supplier shall send a copy by e-mail on request as proof of receipt for the goods accepted. This proof does not affect Inther's rights under an Agreement and does not concern acceptance.

3.12 Partial deliveries are permitted only if and insofar as Inther has given its prior written consent. Partial deliveries on the Supplier's initiative shall never lead to an increase in the price of the goods or the delivery itself.

### Article 4. Delay

4.1 The Supplier is obliged to inform Inther immediately in writing as soon as a delivery or order could be delayed. In the event of a delayed delivery or order, Inther is entitled to withhold a contractual penalty in the amount of 1% per week, but no more than 10% of the contract value. The parties may apply different percentages insofar agreed in writing. A deviation from this article shall not affect the other provisions.

4.2 In addition, Inther reserves the right to withdraw from the contract without setting a deadline in the event of delay on the part of the Supplier; no rights against Inther can arise from this for the Supplier. Inther has this right of withdrawal from the 14th day of the delay, unless otherwise agreed. Other claims for compensation for all damages and adverse consequences of any kind caused by the delayed delivery or delayed order beyond the contractual penalty shall remain unaffected.

### Article 5. Payment conditions

5.1 Prices quoted by the Supplier are in accordance with the market, are fixed and are exclusive of VAT and cannot be changed during the term of an Agreement, unless expressly agreed otherwise in writing.

5.3 Products ordered at the time of a price change and services, of which the performance has already commenced at the time of the price change, will be delivered, or performed in full accordance with the prices applicable prior to the price change, unless the price has been adjusted downwards. In the latter case, the lowest price shall apply.

5.4 All costs (including, for example, administration costs, office costs, agency costs, shipping costs, inspection costs, costs for transshipment and transport, travel costs, and accommodation costs) are included in the prices and cannot be charged separately to Inther.

5.5 The Supplier shall not invoice earlier than on the date of delivery and acceptance of goods or completion and acceptance of works. In the case of services where there is only a duty of effort, the Supplier will not invoice until after delivery of the effort and approval by Inther.

5.6 Invoices must be in accordance with the order, the quantity of goods or services delivered, and with the requirements applicable by and under the law. Invoices shall in any case state: (i) the delivery address; (ii) the delivery date; (iii) the net price of the goods or services, specified per order item; (iv) the Supplier's address details, if applicable in accordance with the Chamber of Commerce; (v) the name of the ordering party/contact person and/or cost center at Inther; (vi) the PO number; (vii) the invoice date; (viii) the due date; (ix) the description and quantity of the invoiced products/services; (x) the invoice amount per invoice line and total; (xi) the VAT (specified per VAT type); (xii) the IBAN; (xiii) the VAT number.

5.7 All invoices should be specified by type and quantity in PDF format (if possible, including UBL) and sent by e-mail to the e-mail address [invoice@inthergroup.com](mailto:invoice@inthergroup.com). Attachments should not be included in the e-mail; they should be inserted in the PDF file of the invoice.

5.8 If any of the agreed invoice requirements are not met, Inther has the right to return the invoice and the relevant amounts will not become due until a correct invoice is received. This amended invoice will have to state as the invoice date, the date of dispatch of the new invoice. The date on the amended invoice shall count as the start of the payment period.

5.9 If the Supplier does not perform a delivery or service in accordance with an agreement, Inther is entitled to withhold the relevant payment until it has been performed in accordance with an agreement. Inther is entitled to set off payments owed against counterclaims from the relevant business case and from other business cases of Inther.

5.10 The payment period is thirty (30) days from the day the invoice is received by Inther, unless explicitly agreed otherwise in writing.

5.11 Payment does not mean recognition of the correctness of the delivery nor a waiver of claims of any kind.

#### **Article 6. Guarantee**

6.1 The Parties are mutually obliged to provide each other with all cooperation, data and information necessary or useful for the performance of an Agreement in a reasonable time period.

6.2 The Supplier guarantees full performance without defects as well as compliance with all relevant legal and official regulations for deliveries and/or other services.

6.3 Inther has the right, at its own discretion, to require the Supplier to remedy any defects at its own expense and risk by rectification (repair, delivery of missing parts/services) and/or replacement at short notice or to claim a price reduction or to return and rectify the goods at the Supplier's expense, or to have them carried out by third parties at the Supplier's expense and risk.

#### **Article 7. Third party property rights**

7.1 The Supplier guarantees that the use of the objects delivered or other services according to an Agreement does not infringe third party property rights (including patent rights, trademark rights, patent rights, copyrights, product names, know-how, territorial protection and of similar nature). The Supplier shall be liable for all damages resulting from a violation of this provision and shall fully indemnify Inther against claims by third parties in this regard.

7.2 Without prejudice to further rights, Inther shall in such a case be entitled to refuse to take delivery of the goods, to put goods already accepted back at the Supplier's disposal at the Supplier's expense and to withhold payment of the total purchase price until the claim has been clarified.

#### **Article 8. Confidentiality**

8.1 The Supplier may have access to certain proprietary and confidential information of Inther and its customers, suppliers, and business partners. Therefore, the Supplier declares that it agrees to treat such information as confidential and under no circumstances, except for the performance of an Agreement, to use or disclose it to third parties. All pre-existing confidentiality agreements between Inther and the Supplier shall remain in full force and effect.

#### **Article 9. Spare parts**

9.1 The Supplier guarantees the supply of spare parts or compatible parts for a period of at least 10 years, unless expressly agreed otherwise in writing.

#### **Article 10. Force majeure**

10.1 Force majeure means the situation that a shortcoming in the performance of an obligation under an Agreement cannot be attributed to a party because performance of an Agreement is temporarily or permanently impossible as a result of circumstances which, according to the law, legal act or common

opinion, are not for the account or risk of the party obliged to perform.

10.2 Force majeure shall in any case not include: lack of personnel, strikes, illness of personnel, late delivery or unsuitability of items required for the performance of the work, liquidity or solvency problems on the part of the Supplier or shortcomings of third parties engaged by it.

10.3 In the event of force majeure, the parties' performance of the relevant obligation(s) ensuing from an Agreement shall be suspended in full or in part for the duration of such force majeure without the parties being mutually obliged to pay any compensation in the matter. The party that is unable to perform in time due to force majeure or foresees this will be entitled to invoke force majeure if it notifies the other party thereof in writing within a reasonable period, preferably within one week, after the force majeure situation occurs, after the force majeure situation becomes known, or if it appears that the force majeure situation affects the Agreement.

10.4 The party invoking force majeure undertakes - as far as this is in its power - to remove or have removed any cause of force majeure as soon as possible.

10.5 If any party is permanently unable to perform due to force majeure, the party against whom force majeure is invoked may dissolve the Agreement in writing in full or in part, without being liable to pay any damages.

### Article 11. Liability

11.1 Except in cases of gross negligence or intent, Inther is not liable for direct damage or costs, unless otherwise would result from mandatory statutory provisions.

11.2 Direct damage within the meaning of the previous paragraph is all damage that is reasonably foreseeable at the time of entering into and/or performing an Agreement or at the time of performance. Direct damage means:

a. material damage;

b. reasonable costs incurred to prevent or limit damage that can be expected as a result of the event on which the liability is based;

c. reasonable costs incurred to establish the cause of damage, the liability, the direct damage, and the method of repair.

11.3 Inther shall not be liable for any consequential and/or indirect damage or loss (including loss of income, loss of profit, loss of reputation, or loss of an opportunity) or other indirect damage, even if Inther knew that such damage or loss may occur.

11.4 If Inther, on the basis of facts and/or circumstances known to it at the time, proceeds in good faith to exercise a right of suspension or right of dissolution, while it is subsequently irrevocably established that the exercise of such a right was wrongly made, no liability of Inther arises therefrom and Inther is not obliged to proceed to any compensation for damages.

11.5 Without prejudice to the previous provisions, Inther's liability is limited to an amount of EUR 2.5 million per event with a maximum of EUR 5 million per year, unless the parties have agreed otherwise in a particular Agreement. Coherent events are thereby regarded as one event.

### Article 12. Insurance

12.1 Supplier should ensure adequate insurance for its liability arising from Agreement(s) and these General Purchase Conditions and/or otherwise demonstrably offers sufficient guarantees to cover any liability.

### Article 13. Intellectual property rights

13.1 Inther and Supplier will both retain the intellectual and industrial property rights that existed before an Agreement was entered into, unless expressly agreed otherwise in writing.

13.2 Unless there is a separate license agreement, all (intellectual and industrial) property rights that can be or have been established on products that are the result of deliveries and work carried out by the Supplier will accrue to Inther and are hereby transferred for the time being. If and to the extent necessary, Supplier shall provide all reasonable cooperation in the transfer of these rights to Inther, even if this is required after the

end of an Agreement. Insofar as the ownership under an Agreement does not already accrue to Inther, the Supplier guarantees that the Supplier is the owner of the relevant (intellectual and industrial) property rights and irrevocably waives any personality rights and/or confirms that these have been waived by the holder of those rights if it is not the Supplier.

13.3 If in absence of a separate license agreement (parts of) goods, software, products or services delivered are (or remain) subject to intellectual or industrial property rights of the Supplier or third parties, Supplier grants Inther a worldwide, transferable, exclusive perpetual right of use, the fee for which is included in the price of the goods, software, products or (results of the) services.

### **Article 14. Nullity or Voidability**

14.1 If one or more provisions of the General Conditions of Purchase appear to be null and void, are annulled or otherwise lose their legal validity, the other provisions of these General Purchase Conditions shall remain in force as far as possible, insofar as this is in accordance with the purport of the General Purchase Conditions. The parties will furthermore consult on provisions which have lost their legal validity on one of the aforementioned grounds, in order to reach a replacement arrangement in which the purport of these General Purchase Conditions is preserved as far as possible.

### **Article 15. Choice of forum and choice of law**

15.1 All requests, offers, orders, the manner in which Agreements are concluded as well as the contents and resulting performance of those Agreements shall be governed exclusively by Dutch law.

15.2 All disputes - including those regarded as such by only one of the parties - which may arise between the parties as a result of the matters referred to in the first paragraph of this article, and all other matters relating to these General Terms and Conditions or any further agreement, shall be submitted to the exclusively competent court in Limburg, the Netherlands.

15.3 Before applying the provisions of the second paragraph of this article, the party intending to do so shall notify the other party in writing that there is a dispute. The parties shall thereafter enter consultations

to try to find an amicable solution, unless it is evident that a dispute exists and consultation and/or amicable solutions are unlikely to be possible. The parties shall have an internal escalation procedure or shall ensure that one is established. If such a settlement has proved impossible, each of the parties shall be entitled to apply the provisions of the second paragraph of this article at any time it wishes.

### **Article 16. Other provisions**

16.1 Words indicating the singular shall also include the plural and vice versa. Words indicating one gender may also indicate another gender.

16.2 Headings above Articles serve exclusively for better legibility and do not affect the content and/or interpretation.

16.3 Various translations of these General Purchase Conditions may be in circulation. In case of discrepancy between the English text of these Purchase Conditions and the text in another language, only the English text shall apply.