

1 INTRODUCTION

- 1.1. These are the general terms and conditions for the purchase of goods and services by EAE Solutions B.V. and all of its group companies (hereinafter individually "EAE Solutions").
- 1.2. These terms and conditions apply to all offers, orders, and agreements for a (potential) sale of goods and/or provision of services by a supplier ("Supplier") to EAE Solutions as the Buyer ("Buyer").
- 1.3. The applicability of the general sales and/or delivery terms of the Supplier, regardless of form or name, is excluded. References in quotes, order confirmations, and/or invoices have no effect.
- 1.4. Deviations from these terms and conditions are only valid and binding if and to the extent that the Buyer has explicitly and in writing accepted them.
- 1.5. In the event of a contradiction between a document and these terms and conditions, a specific agreement or order document issued by the Buyer ("Purchase Order") will prevail.

2 OFFERS, FORMATION OF AGREEMENT

- 2.1 All offers and confirmations, regardless of form, made by the Supplier are binding and irrevocable for a period of at least 90 days.
- 2.2 An agreement is only binding for the Buyer if and to the extent that the Buyer has accepted the offer by issuing a written Purchase Order.
- 2.3 The Buyer reserves the right to revoke orders placed or orders made if the Supplier has not confirmed receipt of the order in writing within one week by means of an order confirmation, unless the Buyer has already accepted the delivery.
- 2.4 References to a quote from the Supplier are to be regarded solely as references to the description of the goods or services to be supplied.
- 2.5 A party can only rely on changes to or additions to the agreement if and to the extent that these have been accepted in writing by the other party.
- 2.6 In the absence of an agreement, the delivery of goods and/or services is entirely at the cost and risk of the Supplier.

3 CONFIDENTIALITY AND SECURITY

- 3.1 The Supplier agrees to keep all business and technical information received from the Buyer and any information obtained in the course of executing the agreement confidential. Such confidential information (a) will not be shared by the Supplier with other persons and/or companies without the prior consent of the Buyer, (b) will not be copied or used for any purpose other than the performance of the agreement, (c) will remain the property of the Buyer, (d) will only be used for the performance of the agreement, and (e) will, at the Supplier's cost and risk, be returned to the Buyer in good condition, upon request or upon completion of the agreement.
- 3.2 The Supplier undertakes to impose the same obligations on its employees and third parties who acquire confidential information for the performance of the agreement, and guarantees that such employees and third parties will comply with these obligations.

4 PRICES

- 4.1 All prices are exclusive of VAT, but always inclusive of all other costs and duties, taxes, levies, excise duties, withholdings, and similar, unless specifically agreed otherwise in writing.
- 4.2 All prices are fixed for the entire duration of the agreement and are not subject to indexing, price increases, and/or price surcharges, unless specifically agreed otherwise in writing. The risk of price fluctuations and market conditions in the delivery market for goods and services, including the availability of qualified personnel, whether foreseeable or not, is fully accounted for in the agreed price.

5 SUSPENSION, TERMINATION, AND ENDING OF THE AGREEMENT

- 5.1 The Buyer has the right to suspend its obligations and/or to terminate or dissolve the agreement, in whole or in part, by means of a written

statement and without prior notice of default, in the following situations:

- a. The Supplier is in default of any of its obligations to the Buyer and has failed to remedy this default within a reasonable period after receiving notice of default from the Buyer;
 - b. The Supplier has indicated, or the Buyer has other reasonable grounds to believe, that the Supplier will be unable to fulfill its obligations under the agreement by the agreed delivery date (hereinafter referred to as: anticipated default). The Buyer will only exercise its rights in relation to an anticipated default after giving the Supplier a reasonable period to propose a solution to remedy the situation at the Supplier's expense and in a manner acceptable to the Buyer;
 - c. In the event of insolvency, (a request for) suspension of payment, or bankruptcy of the Supplier, seizure of (part of) the Supplier's property or goods intended for the execution of the agreement, closure or liquidation of the Supplier's business;
 - d. When the Supplier sells, transfers, or liquidates a significant part of its assets and/or business.
- 5.2 When the Buyer exercises a right under these terms and conditions, it is only obligated to pay the Supplier the pro-rata price for the goods and/or services that have already been delivered, but only for goods that the Buyer wishes to keep and for services that are actually beneficial (or will be beneficial) to the Buyer, all without prejudice to the Buyer's right to compensation for any damages.
 - 5.3 If the Supplier is prevented from fulfilling its obligations under the agreement for more than 30 (thirty) days due to force majeure, the Buyer is entitled to terminate the agreement by means of a written statement, subject to payment of the pro-rata price for the goods and/or services already delivered.
 - 5.4 The following events are examples of events that always fall at the Supplier's expense and therefore do not constitute force majeure for the Supplier: labor disputes other than on a national or regional level, labor strikes, shortage of labor, illness, shortage of raw materials, transport problems, failure to meet obligations by subcontractors, and production disruptions at the Supplier's facilities.
6. NO SUBCONTRACTING
 - 6.1. The Supplier is not permitted to subcontract or outsource the performance of the agreement, in whole or in part, to a third party or to make use of third-party personnel without the prior written consent of the Buyer.
7. DELIVERY
 - 7.1. All goods shall be delivered DDP (Delivered Duty Paid) to Everdenberg 26, 4902TT Oosterhout, in accordance with the latest version of Incoterms. Goods will be considered undelivered until a representative of the Buyer has signed for acceptance of the goods. Signing for the acceptance of the goods does not equate to approval and/or conformity of the goods.
 - 7.2. The Supplier shall inform the Buyer in a timely and adequate manner about the exact delivery time and when the delivery deadline is likely to be exceeded.
 - 7.3. Delivery is only completed when the agreed goods and/or services have been fully delivered in accordance with the agreement at the location designated by the Buyer, including all Supplier documentation and, if applicable, signed acceptance certificates.
 - 7.4. The Buyer may, upon request, defer the delivery free of charge for a period of at least 90 days.
8. DEVIATIONS AND CHANGES IN SCOPE OF DELIVERY
 - 8.1. The Supplier shall not make any changes to designs or specifications unless approved or requested in writing by the Buyer.

- 8.2. If a deviation affects the price or delivery time, the Supplier shall inform the Buyer as soon as possible, so that the Buyer can make an informed decision.
- 8.3. Deviations can only result in an increase in the agreed price or an extension of the agreed delivery time if and to the extent that such increase or extension is reasonable.
- 8.4. If a deviation results in a reduction of the delivery by the Supplier, the Buyer is entitled to a proportionate price reduction.

9. LIABILITY

- 9.1. The Supplier is liable and shall indemnify and hold the Buyer harmless from all claims, costs, and damages, including personal injury, harm, and death, related to and/or arising from damage caused by the Supplier, its personnel, the individuals and companies involved in the performance of the agreement, and/or defects, including defects in tools or materials used in connection with the execution of the agreement.
- 9.2. The agreed delivery time is of the essence. If the Supplier fails to meet the agreed delivery date, the Supplier is in default without the need for a formal notice of default and will immediately incur a penalty for late delivery. Unless otherwise agreed in the purchase agreement, this penalty for late delivery will be calculated on a weekly basis at 1% of the contract value, with a maximum of 10%. This penalty does not affect the Buyer's right to (a) claim compensation to the extent that the actual damage exceeds the amount of the penalty incurred, (b) demand delivery of the goods or services, or (c) exercise other rights under the agreement or applicable law.
- 9.3. The Supplier is not authorized to offset or transfer claims without the prior written consent of the Buyer.

10. PACKAGING AND TRANSPORT

- 10.1. Goods must be marked and packaged in accordance with the requirements of the transport and destination. Goods must be packaged in such a way as to prevent damage or deterioration during transport.
- 10.2. Wooden packaging must comply with the ISPM 15 standard.
- 10.3. The Supplier shall, at the request of the Buyer, take back the packaging.

11. PAYMENT

- 11.1. Unless agreed otherwise in writing, the Supplier may send its invoice after delivery of the goods and/or services.
- 11.2. Invoices must include the purchase order number and comply with all legal requirements and instructions from the Buyer.
- 11.3. The payment term of 30 days begins upon receipt by the Buyer of an invoice that complies with sections 11.1 and 11.2..
- 11.4. Payment does not equate to approval, acceptance, and/or delivery of goods and/or services.

12. TAXES

- 12.1. The Supplier shall comply with its obligations under labor law, social security laws, and tax laws. These include, among other things, the timely payment of taxes, social security contributions, levies, and withholdings related to the delivery of goods and/or services.
- 12.2. The Supplier shall indemnify and hold the Buyer harmless from any claims from employees, authorities, or other third parties, as well as from all costs and damages related to a breach of section 12.1 by the Supplier.
- 12.3. Without prejudice to section 12.2, the Supplier shall take all measures to prevent the Buyer from being held liable for claims from third parties.

13. INSURANCES

- 13.1. The Supplier shall arrange, maintain, and pay for adequate and sufficient insurance to cover all liabilities arising from the deliveries to

the Buyer, its legal relationship with the Buyer, and/or applicable legislation.

- 13.2. Upon the Buyer's request, the Supplier shall provide written proof that it complies with section 13.1.

14. WARRANTY

- 14.1. The Supplier guarantees that all deliveries are free from defects, that all goods and services are of high quality in terms of design, construction, performance, materials, and quality, that they are safe and suitable for their intended use, and that they comply with standards of good technical and industrial practices, good workmanship, the Buyer's requirements, applicable specifications, and all relevant laws and regulations. The Supplier guarantees that all its personnel and other individuals involved in the delivery of goods and services possess sufficient skills, experience, and capacity and are qualified in all respects for the work. The Supplier guarantees that the goods are unencumbered, free from ownership reservations or other (limited) third-party rights. The Supplier guarantees that the delivered goods can be repaired or replaced for a period of at least 15 years.
- 14.2. Any breach of the warranty described here is considered a defect.
- 14.3. Unless otherwise agreed in writing, the warranty period is 24 months from the delivery date or, in the case of an acceptance test, from the date of acceptance. During the warranty period, the Supplier is obliged either to repair any defects or to deliver the goods and services again free of charge, unless the defect was caused by incorrect use or maintenance by the Buyer. The Supplier shall do so immediately and always within a reasonable period specified by the Buyer. The obligation to repair or replace does not affect the Supplier's liability for damages caused by the defects.
- 14.4. Only parts specified by the Supplier at the time of delivery as consumables or wear parts are excluded from the warranty.
- 14.5. The Buyer has the right to have defects repaired by a third party at the Supplier's expense if the Buyer has reason to believe that the Supplier will be unable to meet its obligations, including the obligation to repair the defects in a timely manner.
- 14.6. To the extent possible, the Supplier hereby assigns all warranty rights of manufacturers or suppliers of goods, works, or services that form part of the delivery to the Buyer.

15. INFORMATION, SPECIFICATIONS, DESIGNS, AND DRAWINGS

- 15.1. The Supplier uses its professional skills and expertise to verify the accuracy, correctness, and completeness of all specifications, designs, engineering, drawings, and other information provided by the Buyer ("Purchase Documentation"). The Supplier shall inform the Buyer of the results of this verification. Any consequences arising from errors or omissions in the Purchase Documentation are the responsibility of the Supplier, to the extent that a professional, experienced, and skilled Supplier should reasonably have been aware of the error or omission after verification.
- 15.2. The Supplier undertakes to obtain any applicable certificates of compliance or design approval from a certifying authority and/or all required approvals from the authorities in a timely manner and as quickly as possible.
- 15.3. All documentation related to the goods and/or services, such as test, inspection, and quality certificates, packing lists, complete drawings, maintenance and operating instructions, manuals, spare parts lists, etc. ("Supplier Documentation"), shall be delivered with or prior to the delivery of the goods to the Buyer, or earlier if reasonably requested by the Buyer. The Supplier Documentation shall be in English unless applicable laws and regulations require otherwise.

16. OWNERSHIP OF BUYER

- 16.1. Ownership of the goods transfers to the Buyer once payments have been made. In the case of partial payments, the percentage of

- ownership corresponding to the partial payment percentage transfers to the Buyer.
- 16.2. If the Buyer makes items available, or is deemed to have made items available, to the Supplier in connection with the delivery (including components, tools, molds, documents, etc.), these items remain or become the property of the Buyer. The Supplier is obligated to clearly mark these items as the property of the Buyer and to handle, store, and insure them with care. Upon request, a statement of ownership will be provided, or, if desired by the Buyer, a deed of transfer will be signed.
- 16.3. The above also applies to items that the Supplier has manufactured or purchased in connection with the delivery, for which the Buyer has paid.
17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS
- 17.1. The Supplier guarantees that (the use of) the delivered goods or services does not infringe upon any intellectual or industrial property rights ("IPR") of third parties. The Supplier shall indemnify and hold the Buyer harmless from all claims by third parties in this regard.
- 17.2. Drawings, illustrations, designs, models, calculations, operating procedures, seals, molds, tools, etc., supplied to the Buyer or manufactured on behalf of the Buyer, or created by or on behalf of the Supplier, are the exclusive property of the Buyer, regardless of whether these items have been separately invoiced to the Buyer. The Supplier shall do everything necessary to affirm the Buyer's rights and enable the Buyer to exercise these rights.
- 17.3. The Supplier undertakes and guarantees that neither the Supplier nor any other person will exercise any moral or other rights against the Buyer, and that such moral or other rights will be waived or rendered null and void.
18. BUSINESS PRACTICES, SAFETY, AND ENVIRONMENT
- 18.1. The Supplier, its employees, and any third parties it engages, shall comply with all safety and environmental regulations prescribed by the government, and also adhere to all codes of conduct, rules, and regulations regarding the applicable safety, health, and environmental policies followed at the work location or place of delivery.
- 18.2. The Supplier shall comply with all applicable labor laws, including laws concerning wages and working hours, health, safety, welfare, immigration and emigration, and shall grant its employees all their due rights.
19. MISCELLANEOUS PROVISIONS
- 19.1. These general terms and conditions are written in two languages. In the event of any conflict or discrepancy between the different languages, the Dutch version shall prevail.
- 19.2. All provisions of the agreement that, by their nature or purpose, are intended to remain in effect after the termination or expiration of the agreement, shall remain in effect after the termination or expiration of the agreement.
20. APPLICABLE LAW / DISPUTES
- 20.1. The relationship between the Buyer and Supplier, including the agreement, shall be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 1980 is expressly excluded.
21. Any dispute between the Buyer and Supplier shall be submitted to the competent court in the location where the Buyer has its statutory seat.