

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Multifix BV, established at Bokkerijder 24, 5571, Bergeijk.

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Article 1 Applicability of these General Terms and Conditions

- 1.1. In these general terms and conditions of sale and delivery, "Multi-Fix" is understood to mean the private company with limited liability Multifix BV or one of its affiliated companies.
In these general terms and conditions of sale and delivery, "product" or "products" is/are understood to mean: all fastening materials offered or supplied by Multifix in the broadest sense of the term.
- 1.2. These terms and conditions apply to all offers and/or agreements by Multifix made to, or entered into with, third parties (hereinafter referred to as "the Buyer") as well as to the execution of these.
- 1.3. The General terms and conditions of the Buyer or third parties are expressly precluded. Any deviations from these general terms and conditions of Multi - Fix shall only apply if Multi - Fix has agreed to such deviations in writing.

Article 2 Offers, orders and agreements

- 2.1 All offers made by Multifix are without obligation. Once the Buyer has accepted the offer, Multifix will confirm it.
- 2.2 Orders and acceptances of offers (orders) by the Buyer are irrevocable.
- 2.3 Any inaccuracies in Multifix's order confirmation must be notified to Multifix in writing within two (2) working days of the date of the order confirmation, failing which the order confirmation shall be deemed to reflect the agreement correctly and fully and the Buyer shall be bound by it.
- 2.4 Multifix shall only be bound by this if the three (3) working days referred to in the previous paragraph have elapsed without the Buyer having made any complaint about the order or Multifix having entered into a financial commitment for the execution of the order.
- 2.5 Verbal pledges or agreements made by or with its personnel only bind Multifix if Multifix has confirmed this in writing.
- 2.6 These terms and conditions will remain in full force and effect if any changes are made to the Agreement.

Article 3 Compliance

- 3.1 All specifications by Multifix of quantities, dimensions, quality, performance and/or other details relating to its products are made with the utmost care. However, Multifix cannot guarantee that deviations will never occur. Specifications made by Multifix with regard to quantities, dimensions, quality, performance, etc., are only approximate and are non-binding.
- 3.2 The Buyer will check the quantities and/or other details stated by Multifix or agreed with Multifix on receipt of the products. Any deviations from the order must be notified to Multifix within three working days, failing which the delivery will be deemed to be a correct representation of the order placed by the Buyer.
- 3.3 Any images, descriptions, catalogues, advertising material, information and offers/prices shown on the website are not binding on Multifix.
- 3.4 If Multifix has shown and/or given the Buyer a (sample) model, this (sample) model is only an indication. The Buyer should under no circumstances expect the products to be delivered to be identical to the (sample) model.
- 3.5 The Buyer must ensure that the products s/he orders and/or has ordered and the accompanying packaging, labelling and other information comply with all government regulations imposed on them in the country of destination. The use of the Products and their compliance with government regulations is at the Buyer's risk.

Article 4 Intellectual property

- 4.1 All intellectual and industrial property rights relating to the products and the designations thereof, and relating to everything Multifix develops, manufactures or supplies, including packaging, manuals, advertising material and images, are the property of Multifix.
- 4.2 The Buyer is not permitted to use the trade names, trademarks, logos and other designations of Multifix, unless the Buyer has received express written permission from Multifix to do so. In the latter case, the Buyer will comply with the guidelines and instructions issued by Multifix regarding the use of the trademarks, logos and other designations of Multifix.
- 4.3 Multifix. Multifix shall have the right to charge the Buyer a fee for the use of the aforementioned.
- 4.4 The Buyer is not allowed to remove or change any indication relating to patents, copyrights, brands, trade names or other intellectual or industrial property rights from the products.

Article 5 Prices

- 5.1 Prices quoted by Multifix or agreed with Multifix are exclusive of VAT, import and export duties, packaging costs, transport costs, excise duties and other taxes or levies imposed or levied in connection with the products.

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- 5.2 Multifix is entitled to charge a surcharge for administration costs and/or transport costs for orders below a size determined by Multifix in accordance with the Multifix regulations in force at the time the agreement was entered into.
- 5.3 If, after the offer has been made and/or an agreement has been entered into, the factors that determine the cost price change, Multifix has the right to adjust the prices accordingly.

Article 6 Delivery times and delivery

- 6.1 Delivery shall take place through Ex Works Multifix Bergeijk (ICC Incoterms 2020), unless otherwise agreed in writing. By accepting these general terms and conditions, the Buyer also declares to be familiar with the Incoterms 2020.
- 6.2 The delivery times indicated are approximate and are not to be considered as deadlines. Failure to meet the delivery time does not oblige Multifix to pay compensation and does not give the Buyer the right not to fulfil or to suspend their obligations arising from the Agreement. Nevertheless, the Buyer is entitled to dissolve the agreement if and insofar as Multifix has not yet fulfilled the order within a reasonable period of time. Multifix will not owe any compensation in such a case. The reasonable period referred to in this paragraph takes into account all circumstances of each case.
- 6.3 The delivery time is based on the work circumstances at the time that the Agreement was entered into, and on the timely delivery of the items required by Multifix to fulfil the agreement. If there is a delay as a result of a change in the work circumstances and/or late delivery of items required by Multifix, the delivery time will be extended as necessary.
- 6.4 Multifix determines the way in which the products are transported and by whom, unless otherwise agreed in writing. In the event that the Buyer requests a different means of transport, the additional costs for this means of transport will be charged to the Buyer.
- 6.5 The Buyer shall inspect and take delivery of the Products immediately upon arrival at their destination. The Buyer shall ensure that adequate loading and unloading facilities are available and that unloading is carried out promptly.
- 6.6 Multifix will determine the way the products are packaged. Any changes requested by the Buyer will be charged to the Buyer.

- 6.7 If a product ordered by the Buyer is not or no longer available, at least not within a reasonable period of time, Multifix will supply an equivalent product if this is possible within reason. Multifix is obliged to pass on any additional costs. Multifix shall notify the Buyer as far in advance as possible of these potential additional costs.
- 6.8 If the Buyer does not take receipt of the products or does not collect them/have them collected, they will be stored at the Buyer's expense and risk for as long as Multifix deems desirable. Multifix has in such a case, as well as with any other (attributable) shortcomings of the Buyer, the right at all times to either demand fulfilment of the Agreement, or to dissolve the Agreement (out of court), without prejudice to its rights to compensation for damage suffered and loss of profit, including storage costs.
- 6.9 Blanket orders must be collected within the agreed time otherwise Multifix will be entitled to deliver the undelivered part of the order all at once and charge the Buyer for this.
- 6.10 Multifix is not obliged to honour the Buyer's request for a repeat or subsequent delivery. If Multifix does do this, the costs involved will be charged to the Buyer.
- 6.11 Multifix is entitled to fulfil an agreement in parts and to claim payment for that part of the agreement which has been fulfilled.

Artikel 7 Force Majeure

- 7.1 In the event that Multifix is unable to fulfil all or part of its obligations to the Buyer as a result of an event for which Multifix is not responsible (force majeure), the fulfilment of these obligations, or the remainder thereof, shall be postponed for the duration of the force majeure situation, without Multifix being obliged to pay any compensation.
- 7.2 Multifix is also entitled to invoke force majeure if the circumstance preventing the (further) fulfilment of its obligations occurs after Multifix should have fulfilled its obligations.
- 7.3 If the situation of force majeure lasts longer than 60 days, both parties have the right to dissolve the Agreement in whole or in part in writing, insofar as the situation of force majeure prevails and justifies this.
- 7.4 In the event of Force Majeure, the Buyer shall not be entitled to any compensation (for damages), even if Multifix may have an advantage as a result of the Force Majeure.

- 7.5 Force majeure is understood to mean any circumstance beyond the control of Multifix which prevents Multifix from fulfilling all or part of its obligations towards the Buyer, or which makes it unreasonable to expect Multifix to fulfil its obligations, regardless of whether or not this circumstance could have been foreseen at the time the agreement is entered into. These circumstances also include: shipwrecks; strikes and lockouts; stagnation or other problems in the production process by Multifix or its suppliers and/or in the transport provided by Multifix or third parties and/or measures taken by any governmental body as well as the absence of any permission that must be obtained from governmental authorities.
- 7.6 If Multifix has already partially fulfilled its obligations at the start of the force majeure situation or can only partially fulfil its obligations, it is entitled to bill the already fulfilled part or the deliverable part separately and the Buyer is obliged to pay this bill as if it were a separate agree.

Article 8 Defects and claims

- 8.1 Multifix warrants that the products it supplies are in accordance with what the Buyer can reasonably expect under the terms of the Agreement. If, however, the products delivered by Multifix are found to be defective as a result of manufacturing, material and/or packaging faults, Multifix will, at its discretion and judgement, replace all or part of the products concerned or offer a reasonable price reduction. This warranty is valid for a maximum of 3 months after delivery.
- 8.2 Deviations in quantity, colour, weight and size less than 10% do not count as defects and therefore cannot be grounds for a claim.
- 8.3 In any case, the warranty does not cover defects arising from or (partly) caused by the following:
- normal wear and tear;
 - failure by (staff of) the Buyer to follow instructions or comply with regulations;
 - any use other than the normal intended use;
 - improper storage or use by the Buyer;
 - use of products in other than their original state;
 - overdue maintenance;
 - use in combination with materials of third parties;
 - repair or other work carried out by third parties or by the Buyer without the prior written consent of Multifix;
 - resale;
 - the application of any government regulations that relates to the nature or quality of the materials that are used.
- Multifix will not be liable for any damages resulting from such defects.
- 8.4 The Buyer must carefully inspect the delivered products immediately after receipt, under penalty of expiry of any right of claim and/or replacement.
- 8.5 Any complaints regarding the quantity of products delivered and transport damage must be noted on the consignment note or delivery note at the time

of delivery, failing which the consignment note or delivery note shall constitute conclusive evidence to the Buyer that the correct quantity of products has been received and that these products have been received in good condition and free from any transport damage.

- 8.6 The Buyer is required to submit a written claim to Multifix within 8 days after a defect occurs after delivery. If the claim is not made in time, any claim against Multifix will lapse.
- 8.7 If the Buyer submits a claim, he/she is obliged to give Multifix (or a third party on behalf of Multifix) the opportunity to inspect the products (or have them inspected) to determine the shortcomings. The Buyer is obliged to keep at Multifix's disposal the products about which a complaint has been made, on pain of forfeiture of any right of complaint and/or replacement.
- 8.8 Returns to Multifix of sold products are only permitted after having received express written permission from Multifix and provided that the products are clearly identifiable as a return shipment and the products and packaging are still in their original condition.
- 8.9 Returns due to transport damage will only be accepted by Multifix if the products are packed in the original unopened packaging and are therefore unused.
- 8.10 The products remain for the account and risk of the Buyer at all times (including during the return shipment).
- 8.11 The Buyer shall be responsible for arranging and bearing the cost of the return shipment. Any special shipping and/or other instructions issued by Multifix for return shipments must be complied with at all times.
- 8.12 Defects in any part of the delivered products do not give the Buyer the right to reject or refuse the entire consignment of delivered products.
- 8.13 The Buyer must notify Multifix in writing of any inaccuracies in the invoices issued by Multifix within 5 days of the invoice date, failing which the invoice will be deemed to have been approved by the Buyer.
- 8.14 Claims will not suspend the Buyer's payment obligations.
- 8.15 Upon discovery of a defect in a product, the Buyer is obliged to do everything in his/her power to prevent or limit any further damage, this is expressly understood to include any immediate cessation of use and trading.

Article 9 Retention of title

- 9.1 Ownership of the goods delivered, notwithstanding the actual delivery, will not pass to the Buyer until the Buyer has paid in full all that he/she owes or will owe Multifix under any agreement.

- 9.2 Before ownership of the products is passed to the Buyer, the Buyer does not have the right to pledge or otherwise encumber the products. The Buyer shall only be entitled to do what is necessary within the scope of the Buyer's normal course of business.
- 9.3 If, and provided that, Multifix is the owner of the products, the Buyer will immediately inform Multifix if the ownership rights of Multifix are endangered (e.g. by seizure) or if there is a risk of damage to the products, as a result of which the value of the products is reduced or destroyed. In addition, the Buyer will inform Multifix, upon first request, of the location of the products of which Multifix is the owner.
- 9.4 In the event of an attachment, (provisional) suspension of payment or bankruptcy, the Buyer shall immediately inform the bailiff carrying out the attachment and the administrator or receiver regarding the (ownership) rights of Multifix. The Buyer undertakes to ensure that any attachment of the products will be lifted immediately.
- 9.5 The Buyer undertakes to insure and keep insured the products delivered under retention of title against fire, explosion and water damage, as well as against theft, and to present this insurance policy for inspection upon first request.
- 9.6 In the event that Multifix wishes to exercise its ownership rights referred to in this article, the Buyer hereby unconditionally and irrevocably authorises Multifix, or a third party to be appointed by Multifix, to enter all places where Multifix's property is located and to take back these products.
- 9.7 In case payment is made in full before delivery of the products, the ownership of the products to be delivered will be passed to the Buyer at the time of delivery of the products, under the condition that the delivery is accepted by the Buyer.

Artikel 10 Payment

- 10.1 Unless otherwise agreed in writing, Multifix's invoices must be paid within 30 days of the invoice date.
- 10.2 Multifix shall at all times be entitled to demand full or partial payment in advance and/or to obtain security for payment in another way.
- 10.3 If payment is not received on time, the Buyer shall owe interest at the rate of 1.5% per month on the invoice amount, calculated from the due date to the date of payment, without further notice of default.
- 10.4 All collection costs shall be borne by the Buyer. Extrajudicial collection costs are at least 15% of the amount to be collected, with a minimum of EUR 250 per invoice.
- 10.5 The Buyer waives any right to settlement of any amounts owed reciprocally. Multifix shall always have the right to set off anything it owes to the Buyer against what the Buyer and/or companies affiliated with the Buyer owe(s) to Multifix, whether due or not.

- 10.6 The entire amount of the invoice shall be due and payable immediately and in full if an agreed instalment is not paid on the due date, as well as if the Buyer is declared bankrupt, applies for a (temporary) suspension of payments, is declared to be subject to the statutory debt rescheduling scheme (WSNP) and/or any attachment is placed on the goods and/or claims of the Buyer. If one of the above situations occurs, the Buyer is obliged to inform Multifix immediately.
- 10.7 Payments made by the Buyer will always be used to first pay the costs due, then the interest due, and then the longest outstanding invoices, even if the Buyer states that the payment relates to a later invoice.

Article 11 Cancellation

- 11.1 The Buyer is not allowed to cancel a given order. If the Buyer nevertheless cancels a given order in whole or in part, he/she shall be obliged to pay Multifix 10% of the order price plus VAT as cancellation costs, Multifix's right to compensation for all costs reasonably incurred in connection with the execution of the order, Multifix's work and Multifix's loss of profit, plus VAT.

Article 12 Consultancy

- 12.1 All advice given by Multifix and all information and statements made by Multifix concerning, among other things, the properties of the products to be supplied by Multifix are entirely without obligation and are given by Multifix as non-binding information. Multifix does not give any guarantee in this respect.
- 12.2 Multifix is not liable for any direct or indirect damage, in whatever form and on whatever account, resulting from information and/or advice given by Multifix. The Buyer indemnifies Multifix against all claims by third parties in this respect, unless there is a question of wilful intent or gross negligence on the part of Multifix.

Article 13 Liability

- 13.1 Except as provided for in article 8, the Buyer has no right of recourse against Multifix for defects in or relating to the products delivered by Multifix. Multifix is therefore not liable for any direct and/or indirect damage, including damage to persons or property, immaterial damage, consequential damage (loss of income, stagnation, etc.) or any other damage, for whatever reason, except in the case of gross negligence or wilful intent on the part of Multifix.

- 13.2 Multifix is also not liable in the aforementioned sense for the actions of its employees or other persons within its sphere of risk, including (gross) negligence or wilful intent on the part of such persons.
- 13.3 Damage to products caused by damage or destruction to the packaging is for the account and risk of the Buyer.
- 13.4 Multifix is not liable for damage resulting from:
- incorrect use of the products;
 - not or not correctly and/or completely following the instructions and/or directions for use given by it or explicitly stated on the packages of products;
 - repacking or otherwise new packaging of the products;
 - using or reselling the products in any other condition than the original condition.
- 13.5 In all cases where Multifix is obliged to pay compensation for damages, these will never exceed the invoice value (excluding VAT) of the delivered goods in connection with which damage has been caused, with a maximum of EUR 25,000. Furthermore, if the damage is covered by Multifix's company liability insurance, the compensation will never exceed the amount actually paid by the insurer in the case in question, increased by Multifix's own risk as stated in the policy.
- 13.6 In the event that Multifix, on the basis of facts and/or circumstances known at the time, decides to exercise a right of suspension or dissolution, while it is subsequently irrevocably established that the exercise of this right was erroneous, Multifix will not be liable and will not be obliged to compensate any damage, except in the case of wilful intent or gross negligence on its part.
- 13.7 Any claim against Multifix, unless acknowledged by Multifix, will lapse by the mere expiry of 12 months after the claim arose.
- 13.8 The Buyer indemnifies Multifix, its employees and any auxiliary persons it has engaged the services of in the execution of the agreement against all claims by third parties, including product liability claims, in connection with the execution of the agreement by Multifix, for whatever reason, as well as the costs incurred by Multifix as a result.

Article 14 Packaging

- 14.1 Where Multifix is responsible for reusable packaging, the Buyer shall return the packaging to Multifix empty, cleaned and undamaged within 30 days of delivery.
- 14.2 All repair, replacement and cleaning costs shall be completely for the account of the Buyer.
- 14.3 The Buyer shall owe Multifix a sum of EUR 25 for each week that the packaging is returned late, whereby part of a week shall count as a full week.

Article 15 Representation

- 15.1 If the Buyer is acting on behalf of one or more others, he/she is, without prejudice to the liability of those others, liable to Multifix as if he/she were the

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Buyer himself/herself.

Article 16 Privacy

- 16.1 Multi- Fix carries out its work in accordance with the General Data Protection Regulation (hereafter: GDPR), and only collects personal data for which it has grounds for processing.
- 16.2 Multifix will ensure that appropriate organisational and technical security measures are in place to provide an appropriate level of security for the personal data provided to it.
- 16.3 Without consent, no personal data will be transferred to companies outside the EEA unless Multifix is required to do so by law or the Buyer has consented to the processing of such personal data.
- 16.4 Multifix enters into processing agreements with the processors whose services it uses, in which it records the processing of personal data in a manner that is compliant with the GDPR.
- 16.5 If, despite the organisational and technical security measures in place, a security incident occurs, Multifix will notify all relevant parties in a timely manner in accordance with its obligations under the GDPR.
- 16.6 Multifix will make every effort to minimise the damage caused by any security incident and, where possible, to undo it.
- 16.7 Multifix will enter into agreements with processors regarding the proper handling of security incidents.
- 16.8 Multifix will not retain personal data longer than necessary, unless
- It is given consent for a longer retention period;
 - It is required by law or a court order to retain the data for a longer period.

Article 17 Final provisions

- 17.1 The nullity or voidability of any provision of these conditions or of agreements to which these conditions apply does not affect the validity of the other provisions. Multifix and the Buyer are obliged to replace nullified or voided provisions by valid provisions whose purport is the same as far as possible as the nullified or voided provision.
- 17.2 The place of performance is deemed to be the place where Multifix is established.
- 17.3 All agreements entered into by Multifix are governed exclusively by Dutch law.
- 17.4 The effect of any international convention on the sale of tangible movable property, the effect of which may be precluded between the parties, shall not apply and is hereby expressly precluded. In particular, the applicability of the Vienna Sale of Goods Convention 1980 (CISG 1980) is expressly precluded.
- 17.5 All disputes between Multifix and the Buyer will be decided exclusively by the competent judge at the District Court in Den Bosch, the Netherlands, unless another Dutch judge is competent on the basis of mandatory law. In deviation of this, Multifix is entitled to appeal to the court in the Buyer's place of

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- residence/business.
- 17.6 In the event of any dispute regarding the interpretation of these general terms and conditions, the Dutch text shall be binding.

Version April 2024

GENERAL TERMS AND CONDITIONS OF PURCHASE

of Multifix BV, established at Bokkerijder 24, 5571, Bergeijk.

Article 1 Definitions.

1. User: the private limited company **Multifix BV**, established at Bokkerijder 24, Bergeijk, as well as all of its affiliated companies, if applicable.
2. Other Party: the party with whom the User enters or will enter into an agreement with and who will be bound by these Terms and Conditions of Purchase as a result.
3. Agreement: acceptance of the offer by the User, containing the written agreements between it and the Other Party.

Article 2 General

1. These Terms and Conditions of Purchase shall apply to all offers and agreements between the User and the Other Party to which the User has declared these Terms and Conditions to be applicable.
2. The applicability of any general or other terms and conditions of the Other Party is expressly rejected.
3. If one or more of the provisions of these General Terms and Conditions is null or void or becomes null or void, the other provisions of these General Terms and Conditions shall remain in full force and effect. The User and the Other Party shall then consult with each other in order to agree on new provisions to replace the nullified or voided provisions, whereby, if possible, the purpose and purport of the original provisions shall be preserved and as much possible.
4. Deviations from and/or supplements to this section of these Terms and Conditions of Purchase shall only be binding if and insofar as the User has agreed to them in writing.
5. In the event of any ambiguity in the interpretation of one or more of the provisions of these Terms and Conditions of Purchase, they shall be interpreted in accordance with the spirit of these provisions.
6. If a situation arises between the parties which is not provided for in these Terms and Conditions of Purchase, then this situation must be assessed 'in the spirit' of these provisions.

Article 3 Quotations

1. Every quotation made by the Other Party is irrevocable, unless otherwise agreed in writing. Every offer or quotation made by the Other Party shall be valid for the period stated therein.
2. Prices quoted include transport costs, import duties and other charges, but exclude VAT.

Article 4 Conclusion of an Agreement

1. The agreement with the user shall only come into effect after a written order confirmation from the User or by an unequivocal acceptance of the offer of the other party.
2. The User shall only be bound by any obligation if this Agreement has been entered into by an employee authorised by the User, unless the User has notified the User in writing, in advance or otherwise, that an employee is authorised or that the User considers itself otherwise bound.
3. As far as the content of the Agreement between the parties is concerned, only what is stated in the Order Confirmation and these Terms and Conditions of Purchase pursuant to the Agreement shall be binding.

Article 5 Changes

1. The User shall at all times be authorised, in consultation with the Other Party, to change the scope and/or quality of the goods to be delivered. Changes shall be agreed upon in writing.
2. If, in the opinion of the Other Party, a change will have consequences for the agreed fixed price and/or delivery times, it shall be obliged to notify the User in writing as soon as possible, but no later than 8 working days after notification of the desired change, before implementing the change. If the User considers these consequences on the price and/or delivery time to be unreasonable, the parties shall consult on the matter.

Article 6 Dissolution

1. In the event of liquidation, bankruptcy, dissolution, actual cessation of business, or suspension of payments on the part of the Other Party, the User may dissolve the Agreement out of court with immediate effect and without giving reasons.
2. The User shall be entitled to immediately terminate the agreement without judicial intervention if the Other Party fails to fulfil its obligations set out in the Agreement and in these Terms and Conditions of Purchase, unless the Other Party, after having been reminded to do so in writing, still fulfils its obligations within 14 days after this reminder has been sent.
3. 3. Dissolution shall take place extrajudicially by registered letter or email from one party to the other party.

Article 7 Prices

1. Prices are exclusive of VAT and include all costs related to the fulfilment of the obligations of the Other Party.
2. The prices are fixed, unless the User has agreed in the Agreement to circumstances that may lead to a price adjustment and the Agreement also stipulates the manner in which the adjustment will take place.
3. Prices are in euros (EUR) unless otherwise agreed.

Article 8 Delivery

1. Delivery of the goods shall take place at the place and time agreed in the Agreement and shall be Delivered Duty Paid (Incoterms ICC 2020).
2. The specified delivery times shall be deemed deadlines and in the event of late delivery the Other Party shall be in default without further notice of default being required.
3. The Other Party must immediately notify the User in writing of any impending late delivery. Any exceeding of the delivery deadlines does not release the other party from its obligations under the Agreement that has been entered into with the User, these Terms and Conditions of Purchase and the law.
4. Partial deliveries shall only be permitted with the prior consent of the User and insofar as they are budget neutral for the User.

Article 9 Documentation

1. The Other Party is obliged to provide the User with all documentation relating to the products to be delivered, at least in English, before or at the same time as the delivery.
2. Upon payment of the goods, the User shall be granted a worldwide, royalty-free licence for an indefinite period of time to use the documentation provided, including the translation and reproduction of the documentation.

Article 10 Transfer of risk and ownership

1. Ownership and risk of the goods shall pass to the User after they have been delivered in accordance with the agreed Incoterms.
2. In the event that the User makes materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software available to the Other Party for the fulfilment of its obligations, these shall remain the property of the User. The Other Party shall mark them as property of the User.
3. At the time that materials, such as raw materials, auxiliary materials and software of the other party have been processed into goods of the User, this shall constitute a new good, the ownership of which belongs to the User.

Article 11 Inspection

1. The User shall be entitled to inspect goods or have them inspected at any time during their manufacture, processing and storage as well as after their delivery.
2. Upon first request, the Other Party shall grant the User or its representative access to the place of manufacture, processing or storage. The Other Party shall lend their cooperation to the inspection free of charge.
3. If, as a result of the actions of the Other Party, an inspection as referred to in this article cannot take place at the intended time, or if an inspection has to be repeated, the costs incurred by the User as a result of this shall be borne by the Other Party.
4. In the case the goods delivered are rejected, the Other Party shall see to the repair or replacement of the goods delivered within 5 working days. If the

Other Party fails to fulfil this obligation within the period stipulated in this article, the User shall be entitled to purchase the required goods from a third party, or to take measures itself or have measures taken by a third party at the expense and risk of the Other Party.

Article 12 Warranty

1. The Other Party guarantees that the goods comply with what has been agreed upon.
2. The Other Party guarantees that the delivered goods comply with all relevant legal provisions regarding, among other things, quality, environment, safety and health.
3. If the User finds that the goods delivered do not comply (in whole or in part) with what the Other Party has guaranteed in accordance with the first two paragraphs of this article, the Other Party will be deemed in default by operation of law, unless the Other Party can prove that the defect cannot be attributed to it.

Article 13 Payment

1. The User has the right to suspend payment if he/she detects a defect in the goods.
2. If the User fails to pay within the specified period, the User shall not be in default by operation of law and must expressly be given notice of such default in writing.

Article 14 Shortcomings

1. In the case of a shortcoming attributable to the Other Party in the fulfilment of its obligations (default), it shall be in default without further notice of default being required.
2. Without prejudice to the right to compensation for damages and other legal rights arising from an attributable shortcoming, the User shall be entitled to demand an immediate penalty of 2% per day from the date of the shortcoming, with a maximum of 10% of the sum of the order where the shortcoming in the fulfilment of the obligation was established.
3. In the case of shortcomings not attributable to the Other Party (force majeure), the User shall be entitled to dissolve the agreement immediately without additional costs. The Other Party must provide proof of the non-attributable shortcomings.

Article 15 Liability

1. The Other Party shall indemnify the User against all claims for compensation by third parties for damage resulting from a shortcoming in the delivered products, including but not limited to safety defects such as those relating to product liability, and/or resulting from acts or omissions of the Other Party or its auxiliary persons.
2. The Other Party shall, for the purpose of indemnification of the aforementioned, take out insurance to cover the risks. The Other Party is obliged to allow inspection of the relevant policy upon first request by the User.

Article 16 Suspension and Dissolution

1. The User is authorised to suspend the fulfilment of the obligations or to dissolve the Agreement if:
 - a. the Other Party fails to fulfil or fails to fulfil in full its obligations arising from the Agreement,
 - b. after the Agreement has been entered into, the User has good reason to fear that the Other Party will not fulfil its obligations. In the event there are good grounds to fear that the Other Party will only fulfil in part or improperly, suspension shall only be allowed to the extent that the shortcoming justifies it.
2. Furthermore, the User is authorised to dissolve the agreement (have the Agreement dissolved) if circumstances arise of such a nature that fulfilment of the Agreement becomes impossible or can no longer be demanded on the grounds of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered continuation of the Agreement can no longer reasonably be expected.
3. If the agreement is dissolved, the claims of the User against the Other Party shall be immediately due and payable within 5 working days, failing which the Other Party shall owe the User the statutory commercial interest and the extrajudicial collection costs.
4. If the User suspends the fulfilment of its obligations, it shall retain its claims under the law and the Agreement.
5. The User always retains the right to claim full compensation for damages.

Article 17 Confidentiality

1. The parties are obliged to keep confidential all confidential information they receive from each other or from other sources within the scope of their agreement. Information shall be considered confidential if it has been disclosed such by the other party or if it stems from the nature of the information.
2. The parties agree to have their staff sign a confidentiality declaration at the first request of the other party.
3. If, on the grounds of a statutory provision or a judicial decision, the User is obliged to disclose confidential information to third parties designated by law or by the competent court and the User cannot invoke a legal right to refuse

to give evidence or such a right acknowledged or permitted by the competent court, the User shall not be obliged to pay damages or compensation and the Other Party shall not be entitled to dissolve the agreement on the grounds of any damage resulting from such action.

Article 18 Privacy

1. Personal data may be exchanged in the execution of the order. Upon receipt of personal data, the other party shall treat such data with due care and comply with the General Data Protection Regulation (GDPR).
2. The Other Party shall share personal data with its employees only insofar as this is necessary for the proper handling of the orders issued by the User.
3. The Other Party shall never share any personal data of the User with third parties without the express written consent of the User.
4. Personal data shall not be kept by the other party longer than necessary and shall in any event be kept by the Other Party for the applicable statutory retention period.
5. Storage of personal data shall not take place outside the EEA without the consent of the User.

Article 19 Disputes and Applicable Law

1. Disputes between the parties, including those considered as such by only one of the parties, shall be resolved as much as possible through proper mutual consultation.
2. The court in the place where the User has his/her business has exclusive jurisdiction to hear disputes, unless the district court has jurisdiction.
3. Dutch law applies to every agreement between the User and the Other Party. The Vienna Convention on Contracts for the International Sale of Goods is expressly precluded. The Vienna Sale of Goods Convention is expressly excluded here.

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