

GENERAL CONDITIONS OF PURCHASE OF AMMEGA

These General Conditions of Purchase ("Conditions") shall apply to all deliveries of products and services ("Products") made to Ammega Holding Nederland B.V. and all companies which are directly or indirectly subsidiaries hereto and/or affiliated herewith ("AMMEGA").

The Conditions shall take precedence over the supplier's ("Supplier") conditions of sale and delivery to the extent any such exists. This shall apply regardless of whether such conditions are referred to, for instance, in offers and order confirmations. Receipt of the Products shall not be construed as a tacit acceptance by AMMEGA of the Supplier's conditions.

The Conditions are, in its most current version, available on: www.ammega.com/general-conditions

1. ORDERS AND ORDER CONFIRMATION.

- a. All orders placed by AMMEGA, shall be confirmed in writing by Supplier to be binding upon the parties. If however Supplier has not rejected an order within 2 working days after receipt, the order shall automatically be deemed confirmed by the Supplier.
- b. In the event of discrepancy between an order from AMMEGA and the Supplier's respective order confirmation, the purchase order in question shall take precedence.

2. DELIVERY.

Unless otherwise explicitly agreed, all deliveries shall be made DDP, according to INCOTERMS 2020, to the location as specified in the order. Partial deliveries must be agreed in advance in writing with AMMEGA. Legal title and risk of loss or damage in a shipment of Products passes from the Supplier to AMMEGA upon delivery.

3. PRICE AND PAYMENT.

- a. The price as specified in the order, shall be the full payment which AMMEGA is obliged to pay to the Supplier for the Products, and shall include all costs connected with production and delivery, including fees, direct or indirect taxes, transport insurance, and all duties and levies.
- b. For the avoidance of doubt, the price is fixed and not subject to any revision after an order has been confirmed.
- c. Unless otherwise explicitly agreed, the Conditions of payment shall be 60 days from the date of the invoice. All payments shall be deemed paid on time, when the payment is made from AMMEGA's bank within said period.
- d. In case of defective deliveries, AMMEGA shall be entitled to withhold all payments to the supplier until such defect Product(s) have been replaced or repaired.

4. WARRANTIES.

- a. Supplier warrants that the Product(s) are new and:
 - i. conform to the specifications and are free from defects, deficiencies and non-conformities in design, materials and manufacture;
 - ii. conform to the state of the art for such products, and the sustainability for purposes contemplated in the order or corresponding order confirmation;
 - iii. are equal to the samples or patterns or any certificate or analysis or conformance provided or given by either party;
 - iv. are fit for the purpose for which they are purchased by Ammega and for which the Ammega intends to use them;
 - v. are adequately inspected and tested during manufacturing process and prior to delivery in order to ensure the compliance with what has been agreed and the results of such inspections and tests will be supplied on request to the Ammega; and
 - vi. are supplied with comprehensive instructions for use, where appropriate.
- b. Supplier warrants that the Product(s) will fulfil the agreed specifications, the terms in article 4a of these Conditions and the sustainability for the purposes contemplated in the order for a period of 24 months from the date of delivery of the Product(s) to AMMEGA or fully signed hand over protocol.
- c. Additionally Supplier represents and warrants to AMMEGA that any Product(s) or any use of the Product(s) does not violate any intellectual property rights belonging to third parties, and that Supplier owns or has the necessary rights, including intellectual property rights, to perform its obligations under these Conditions.
- d. If Supplier breaches any of the representations and warranties as specified above in clause 4, Supplier shall hold harmless and keep AMMEGA fully indemnified and shall ensure that AMMEGA in all matters are put in the same situation as if the confirmed order had been fulfilled in accordance with its content.

5. DELAYS.

- a. In the event that a delivery is delayed, or in the event that Supplier anticipates that it will be unable to deliver the Product(s) on the agreed date of delivery, Supplier must immediately notify AMMEGA, stating the reason for the delay. Such notification does not relieve the Supplier from its obligation to deliver on time.
- b. If Supplier does not deliver the Product(s) on the agreed date, AMMEGA shall, at its choice, be entitled to: (i) terminate the Contract; (ii) to reject the Products (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense; (iii) to require the Supplier to repair or replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid); (iv) to refuse to accept any subsequent delivery of the Products which the Supplier attempts to make; (v) to recover from the Supplier any costs incurred by AMMEGA in obtaining substitute goods from a third party; (vi) to claim damages for any other costs, loss or expenses incurred by AMMEGA which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- c. Supplier's obligation to deliver the Products, and AMMEGA's right to claim compensation for expenses in connection with the delayed or defect delivery from the Supplier will not be effected in any way whatsoever by payment of liquidated damages according to clause 5d.
- d. Without prejudice to AMMEGA's other remedies for delayed delivery, if the Supplier fails to deliver Products on time, the Supplier shall pay AMMEGA 1.5% of the amount to be paid by AMMEGA under the order for each day of delay, until the Supplier delivers the shipment. The Supplier's cumulative liability to pay delay damages under the order is limited to 20% of the amount to be paid by AMMEGA under the order.

6. PRODUCT LIABILITY.

- a. The Supplier shall be liable for any and all damages suffered by and/or caused to AMMEGA, its employees and/or any third parties due to the Supplier, its employees, agents and/or representatives.
- b. The Supplier warrants that it has taken out appropriate insurance covering its liability under this clause 6. The Supplier shall upon request from AMMEGA, forward a copy of the insurance policy to AMMEGA.

7. CONFIDENTIALITY & PERSONAL DATA.

- a. Each party undertakes to treat as confidential any information ("Confidential Information") received from the other party, using the same degree of care to prevent disclosure to third parties as it would to avoid disclosure, publication or dissemination of its Confidential Information. The duties and obligations to keep secret and secure the Confidential Information shall survive expiry or termination of the relevant agreement between the Supplier and AMMEGA for a period of five (5) years, or for five (5) years from the last commercial contact (e.g., purchase order, invoice,.) between the parties.
- b. Confidential information shall include all drawings, technical documents or other technical information relating to the Products, the production hereof and/or AMMEGA, submitted by AMMEGA to the Supplier, prior or subsequent to an order. Such information or material shall remain the property of AMMEGA and may not, without the written consent of AMMEGA, otherwise be used for any other purpose than for which they were provided, be copied, reproduced, transmitted or communicated to a third party.
- c. If an order involves processing of personal data (including log files) for which the AMMEGA is controller (as such term is defined in the EU or national legislation in force from time-to-time), the Supplier agrees (i) not to use such personal data for any purpose other than for the purposes of the order and (ii) not to disclose it to any third party without AMMEGA's prior written consent. The Supplier undertakes to take appropriate technical and organizational measures to protect personal data, which it processes according to the order.
- d. Unless otherwise agreed in writing, AMMEGA's personal data shall be stored in data centres located in the EU. The Supplier may not, without the written consent of AMMEGA, physically transfer the storage of or access to AMMEGA's personal data outside the EU.

8. RULES AND REQUIREMENTS.

- a. Supplier shall assure, and at all times be responsible for, the Product(s) compliance with applicable legislation, including all European orders and directives, issued by the legislative assembly of the European Union, as well as any national requirements imposed by the national implementation of said directives.

- b. Products shall meet the requirements imposed by the laws and regulations of any governmental entity having jurisdiction over the use, production, transport and/or sale of the Products, including sale by AMMEGA.
- c. The Supplier agrees to comply with AMMEGA's (i) Code of Conduct, (ii) Anti-Corruption Policy, (iii) Modern Slavery Act, (iv) Responsible Sourcing Policy, (v) SpeakUp Policy, (vi) Conflict of Interests Policy) in their current version, as available on: www.ammega.com/policies

9. FORCE MAJEURE

- a. No Party is liable for delay or failure in performing all or part of their obligations under an order, to the extent that its performance has been prevented, delayed or hindered due to Force Majeure.
- b. A party claiming Force Majeure must notify the other Party within 3 (three) days of its occurrence, with supporting evidence.
- c. The Party claiming Force Majeure must take all reasonable steps to remedy the circumstances giving rise to Force Majeure and to mitigate its effects.
- d. If the effects of Force Majeure last longer than 3 months, AMMEGA may cancel any affected shipment, by notice to the other party without liability
- e. For the purposes of this clause 9, "**Force Majeure**" means events or circumstances not existing on the date the order was confirmed, not reasonably foreseeable on such date, beyond the reasonable control of the party affected, which are not due to the

fault, negligence or breach of the order by such party and which cannot be reasonably be avoided; including but not limited to: (i) acts or restraints by governments or public authorities; (ii) war, revolution, riot or civil commotion; (iii) strikes, lock-outs or other industrial action that is nationwide or political in nature; (iv) blockage or embargo; (v) damage caused by explosion, fire, corrosion, ionising radiation, radioactive contamination, flood, natural disaster, pandemic or malicious act and (vi) any such circumstances affecting a Companies' Affiliate (each certified by the relevant Chamber of Commerce or government authority as "Force Majeure"). Force Majeure does not include any strike, lockout or other industrial action initiated by, or involving only, workers or employees within the organisation of the party affected.

10. GOVERNING LAW & JURISDICTION.

- a. An order and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, the laws of the country or state where AMMEGA has its registered office. The application of the UN Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.
- b. The courts of the country or state where AMMEGA has its registered office shall have exclusive jurisdiction to hear and determine any legal proceedings arising out of or in connection with the order or any matter contemplated by it.

26th of August 2021