

General Terms & Conditions of Sale and Delivery of Mevaldi B.V.

1. Definitions

The following terms in these general terms and conditions have the following meaning:

- 1.1 **User:** the User of these general terms and conditions: Mevaldi B.V.
- 1.2 **Purchaser:** the natural or legal person or his legal successor for whose benefit services are rendered or goods are delivered, work is created, or any other activity is performed by or on behalf of the User.
- 1.3 **Goods:** the goods, products, (raw) materials, and/or related documentation to be supplied by User under the agreement.
- 1.4 **Services:** the services or related deliverables under the agreement or the services related to the supply of Goods and technical support.

2. Applicability

- 2.1 These General Terms and Conditions of Sale and Delivery ("General Terms") shall apply to and form part of any offer, quotation, order of User and agreements between the User and the Purchaser, as well as any resulting agreements and further (legal) acts by the User with, for, on behalf of and/or towards the Purchaser. If it was previously agreed between the User and the Purchaser that these General Terms and conditions apply, they shall remain applicable to new offers, agreements and all other (legal) acts between the User and the Purchaser, unless explicitly agreed otherwise.
- 2.2 The Purchaser can also download these General Terms at www.mevaldi.com.
- 2.3 These General Terms shall at all times prevail over those, which may be applied by the Purchaser. The User hereby explicitly rejects the applicability of those general terms and conditions of the Purchaser.
- 2.4 If any provision of these General Terms is annulled or declared void or otherwise unenforceable, any lawful part thereof shall remain in force. The nullified, void or unenforceable part will be replaced by the User by a provision that comes as close as possible to the intentions of that original provision but which is permitted by law.
- 2.5 In case of discrepancy between the content of the agreement concluded between the User and the Purchaser and these General Terms, the provisions of the agreement shall prevail. The provisions of the User's offer shall prevail over the provisions of these General Terms, insofar as this agreement and/or the offer is concluded in writing.
- 2.6 The User is allowed to amend these General Terms unilaterally. The amended General Terms shall apply to all offers, agreements and other (legal) acts between the User and the Purchaser from the moment the User informed the Purchaser about the amended General Terms.

3. Offers

- 3.1 User's offers and quotations shall be deemed to be made without any obligation and non-binding, even if the offer includes a deadline for acceptance.
- 3.2 If the offer does not specify a deadline for acceptance or if the nature of the offer or the offer itself does not specify a deadline for acceptance, the offer is valid for 60 days from the date of the offer. Nevertheless, the User always has the right to withdraw the offer within the 60-day period, without being liable for compensation in any way.
- 3.3 The User may extend or otherwise adjust the term under Article 3.2 in writing. Even if there is a deviating term, the User is entitled to withdraw his offer at any time, without being liable for compensation in any way.
- 3.4 The User is not liable for obvious errors and omissions in any offer. The User is also not obliged to execute any offer with obvious errors or mistakes.
- 3.5 Offers made by the User shall only become binding after a) the User has either sent an order confirmation to the Purchaser b) or the User has received a purchase order from the Purchaser which is identical to the offer made to the Purchaser. If the purchase order deviates from the User's offer, the User shall only be bound by the offer after it has confirmed the purchase order in writing. The Purchaser is legally bound by his purchase order.

4. Prices and Payment

- 4.1 User shall deliver the Goods and/or perform the Services against the price(s) mentioned in the agreement.
- 4.2 Prices mentioned in the agreement, order or order confirmation are in Euro, excluding VAT and other taxes and duties, including but not limited to import and/or export duties. Prices only include costs that are mentioned specifically.
- 4.3 If after concluding the agreement and before the agreed time of delivery of Goods or performance of Services, the prices of tools, (raw) materials or parts, energy costs, wages, customs duties, taxes, the official exchange rate or any other price-determining factors have changed, the User may adjust the price accordingly and unilaterally. Such price changes do not entitle Purchaser to dissolve the Agreement.
- 4.4 The Purchaser must make any objections to any bill or invoice known within (10) ten days of receipt, under penalty of forfeiture of rights.
- 4.5 Unless otherwise agreed in writing, payment shall be made within thirty (30) days of the invoice date without deductions and/or counterclaims.
- 4.6 Notwithstanding Article 4.5, any claim of the User shall remain fully due and payable, and the Purchaser shall be in default if:
- i the Purchaser has requested a suspension of payment or if a suspension of payment has been granted, his bankruptcy has been applied for or if he has been declared bankrupt, or his estate is assigned; or
 - ii the Purchaser's property or part thereof is seized; or
 - iii the Purchaser ceases his business, or sells or transfers shares in (an essential part of) his company to a third party, or proceeds to do business in a different manner.
- 4.7 In the event that the Purchaser does not pay in time any amount due, the Purchaser is in default by operation of law, without a notice of default being required. From that time onwards, the Purchaser owes interest of 1% each month (where part of a month is considered to be a month) on the amount due until this has been paid in full, unless the statutory interest rate is higher. In that case, the statutory interest shall be due until the full payment of any amount due. All extrajudicial collection costs shall be borne by the Purchaser. In terms of extrajudicial collection costs, the Purchaser owes 15% on the amount due, with a minimum of €250.00.
- 4.8 Payments made by the Purchaser will first be offset against the costs that are due, then the interest that is due and finally the price that is due.
- 4.9 The User is authorised to set-off in accordance with Article 6:127 et seq. of the Dutch Civil Code. The Purchaser shall never be authorised to set-off.
- 4.10 The User is authorised to suspend its obligations under the agreement as long as the Purchaser has not fulfilled its obligations. The Purchaser is never authorised to suspend any of his obligations.

5. Delivery

- 5.1 Unless expressly agreed otherwise in writing, the Goods will be delivered Ex Works in accordance with Incoterms 2020 to the delivery points named by User in the order confirmation. Services will be delivered at the agreed location. In the event of contradictions between these General Terms and the Incoterms, the General Terms shall prevail.
- 5.2 Unless a delivery period has been expressly agreed, a reasonable delivery period shall apply. The User shall make all reasonable efforts to deliver on time. Nevertheless, the delivery time of the Good or Service specified by the User is never be a fatal deadline within the meaning of Article 6:83(a) of the Dutch Civil Code. Instead it is a term given without any obligation.
- 5.3 User is entitled at any time to carry out partial deliveries and to invoice such partial services with a separate invoice. User is also entitled to engage third parties in the performance of an agreement.
- 5.4 If, due to the Purchaser's fault, delivery cannot be made after the User has announced delivery, the Purchaser shall nevertheless be obliged to pay the full amount due, as if the Good/Service had been delivered to him. In that case the User may additionally charge the Purchaser reasonable storage-, travel- and/or accommodation costs. The guarantee period, as referred to in Article 9.1, shall also commence after the announcement of delivery by the User.
- 5.5 The risk in respect of damage, depreciation and/or destruction of the Good shall pass to the Purchaser from the time the delivery date announced by the User has been exceeded.
- 5.6 User shall be released from the obligation to deliver if the upstream supplier does not deliver at the contract price, incorrectly, not on time or not at all from a congruent covering transaction that took place before or immediately after conclusion of the agreement or order through no fault of User and User informs the Purchaser of this circumstance within reasonable time. In this case, User undertakes to immediately reimburse any purchase price already paid. In

the case of framework agreements or successive delivery agreements, User shall also be entitled to this right of exemption from performance for partial deliveries, without this affecting the performance claim for the order remaining without regard to the respective partial delivery.

- 5.7 In the exceptional case that the User has expressly agreed in advance and in writing on a strict deadline with the Purchaser and this deadline is exceeded, the User shall only be obliged to grant a discount of up to 2% of the purchase price by way of compensation (of damages). The Purchaser is not entitled to any other form of compensation or any other (discount) percentage.

6. Amendments

- 6.1 The parties may only agree deviating terms in writing. These will not form part of these General Terms.

7. Inspection

- 7.1 Purchaser shall notify User in writing of any alleged defects in the Good(s), latent or otherwise, within seven (7) days after Purchaser learns of the alleged defects, but in no event later than thirty (30) days after Purchaser receives the Good. Failure to give such notice, or comingling of Goods with other materials shall constitute a waiver of all claims for defects. Purchaser shall submit with its notification a sample of the Goods supplied by User claimed to be defective and the accompanying measurement results and shall afford User the opportunity to inspect any product in Purchaser's possession. Purchaser shall not return any Good unless authorized in writing by the User.

8. Guarantee

- 8.1 User warrants that the Goods sold to the Purchaser shall at the moment of delivery comply with the specifications as provided by User to the Purchaser for such Goods. User does not make any express or implied guarantee as to the merchantability or fitness for any particular purpose of the Goods. If a complaint is submitted in time and in accordance with these General Terms as well as the statutory provisions, and if the Goods are defective at the time of delivery, the parties agree:
- a) At first User is entitled to choose whether it cures or repairs the defect or supply the Purchaser with a replacement of the Good purchased in condition free of defect.
 - b) In case two attempts from User's side to repair/replace the Good according to a) have failed, the Purchaser is entitled to claim a reduction of the purchase price.
- 8.2 No guarantee is given on Services.
- 8.3 The guarantee as described in article 8.1 only applies if the Good has been used as intended. In case of use of the Good other than its intended use or in case of inexpert use, negligence, use other than as prescribed in the User's instructions or in case the Goods are used to mix with other materials or to make a different product, the Purchaser cannot claim the guarantee as defined in article 8.1.
- 8.4 The guarantee does not apply to goods purchased by the User from third parties. The guarantee also does not apply to goods that the Purchaser orders from third parties or manufactures himself.
- 8.5 If the Purchaser invokes guarantee, this request shall be accompanied by detailed information and detailed photographs of the Good or the (defective) part of the Good and/or the relevant measurements.
- 8.6 In the event of an unjustified guarantee claim, the User is allowed to charge the Purchaser for the costs incurred as a result.
- 8.7 The guarantee referred to in article 8.1 is strictly limited to repair of the defect or replacement of the defective part of the Good. To the extent permitted by law, the User expressly rejects any liability for costs or damages in respect of product downtime, replacement costs and loss of profit.
- 8.8 If the Good is transported to another location for the purpose of guarantee services, all transport costs and the related risks shall be borne by the Purchaser. The User shall not be liable for loss of or damage to the Good. The Purchaser shall adequately insure the Item at his own expense against loss and damage and at replacement value.
- 8.9 Guarantee shall never be transferred in the event of resale of the Good.

9. Liability

- 9.1 The User's liability for any damage to the goods of the Purchaser, as a result of any Service and/or Good delivered by the User, is limited to a maximum of the amount paid by the Purchaser to the User for the (part) of the Good and/or Service that caused the damage. If for any reason whatsoever the aforementioned is deviated from, the User's liability

for any damage to the goods of the Purchaser, as a result of the Service and/or Good delivered, shall in any case be limited to the amount paid out in such cases by his liability insurance company.

- 9.2 The User shall never be liable for any indirect damage, including but not restricted to consequential damage, loss of profit or any other damage resulting from or relating to the failure to meet the (non-fatal) deadlines as referred to in Article 5 of these General Terms and the early termination of introductory negotiations.
- 9.3 The User's liability restrictions set out in this Article shall not apply in so far as this is contrary to applicable mandatory law or in so far as the damage causing event was deliberate or attributable to the intentional recklessness of the User.
- 9.4 The Purchaser indemnifies the User against and compensates the User for all claims by third parties directly or indirectly related to the execution of the agreement and all related financial consequences.

10. Force Majeure

- 10.1 A User's default shall not be attributable if he is in a situation of force majeure.
- 10.2 Force majeure is understood to mean any failure not attributable to the User since it cannot be attributed to his fault, neither by law, legal action or according to socially accepted notions. Force majeure is also understood to include the following, anywhere in the world:
- i. Interruption of operations of whatever nature, regardless of the manner in which it arose;
 - ii. Delayed or overdue supply by one or more of User's suppliers;
 - iii. Transport difficulties or restrictions of whatever kind, hindering or restricting the transport to the User or from the User to the Purchaser;
 - iv. War (threat), riots, sabotage, floods, fire, pandemics, epidemics, lockouts, plant occupation, strikes and new government measures;
 - v. That the User is unable to carry out its services due to the (an attributable) fault or carelessness by a third party.
- 10.3 In the event of force majeure, after 3 weeks after a circumstance has arisen that leads to the force majeure, the User shall be entitled at his own discretion, to change the term of delivery or to dissolve the agreement out of court, without becoming liable to pay any damages. For this purpose, a written notification is sufficient.
- 10.4 Following the dissolution of the agreement, the User is entitled to compensation for the costs already incurred and/or work/Services already carried out by him, unless the agreement or these General Terms provide otherwise. The Purchaser is not entitled to reimbursement of amounts already paid.

11. Termination

- 11.1 User is entitled to terminate the agreement with immediate effect, without being liable to pay any compensation, if:
- a. The Purchaser is in default; and/or
 - b. The Purchaser is declared bankrupt, applies for a suspension of payment, is liquidated, or proves to be insolvent in any other way; and/or
 - c. A force majeure event arises within the meaning of Article 10 of these General Terms.
- 11.2 User is entitled to terminate the contract with 30 (thirty) days' notice, without being bound by any compensation.
- 11.3 The right to full or partial dissolution by the purchaser is excluded expressly.

12. Intellectual property and confidentiality

- 12.1 The Purchaser shall maintain strict confidentiality in respect of User's Confidential Information, including but not limited to product information, product properties, know-how, technical instructions, proposals, formulations, forecasts, financial data, methods of operation, software, prototypes, design documents, that is made available by User under the agreement in any form or in any way, including observation ("Confidential Information").
- 12.2 The Purchaser shall not use Confidential Information for any purpose other than the execution of this agreement.
- 12.3 All the information and materials, including Confidential Information, disclosed under this agreement shall remain the property of the disclosing party or its third-party suppliers where applicable. Neither party shall acquire any right, license or title to any information or material, including but not limited to Confidential Information, disclosed under this agreement.

- 12.4 The Purchaser shall impose a similar obligation on its employees, consultants and other third parties retained by it.
- 12.5 All rights to information, data or other results that are obtained on carrying out or during the execution of the agreement accrue to User and/or are transferred by the Purchaser to User. Herewith, User accepts such a transfer.
- 12.6 The articles of this paragraph also apply to information regarding products User has developed in cooperation with or on the instruction of the Purchaser.

13 Processing of personal data

- 13.1 The User treats the Purchaser's privacy with care, acting in accordance with the provisions set out in the General Data Protection Regulation (GDPR). Personal data may be processed at preparing offers, conducting correspondence during and after the agreement, using vehicle data for the purpose of the agreement, financial settlements arising from or relating to the agreement and other actions arising directly from the agreement.

14 Applicable law

- 14.1 Dutch law shall apply exclusively to these General Terms and to offers and agreements to which these General Terms apply in part or in full, as well as to disputes which result from these General Terms or which relate thereto.
- 14.2 The application of the UN Convention on the International Sales of Goods (CISG) is expressly excluded.
- 14.3 Disputes related to or arising from these general terms and conditions shall be settled by the competent court in Maastricht. However, the User is also allowed to choose the competent court in the Buyer's place of residence to submit a dispute there.

March 2024