

## 1. General, Scope of Application

1.1 These General Terms and Conditions of Purchase of Loparex B.V. (hereinafter referred to as "Customer") apply to all business transactions, individual orders, contracts and agreements (the "Agreement(s)") conducted with entrepreneurs, legal entities under public law or special funds under public law (hereinafter referred to as "Supplier").

1.2 Contrary or supplementary terms and conditions of the Supplier do not become an integral part of any Agreement, unless and to the extent that the Customer has expressly agreed to their applicability.

## 2. Offer and Conclusion of Agreement

2.1 In preparing the offer, the Supplier shall adhere precisely to the details as set out by the Customer's invitation to make an offer. In the event of any deviation from the Customer's invitation the Supplier shall expressly notify the Customer of any such deviation. Quotations are binding on the Supplier for at least five (5) working days and may be accepted by the Customer at any time during this period.

2.2 The Customer's orders are revocable until such time as the order is confirmed or, in the absence of an order confirmation, until delivery is made. The Supplier shall confirm the order within two (2) working days upon receipt of the order by means of a written order confirmation or by delivery.

2.3 The Supplier shall be obliged to strictly comply with the specifications referred to in the purchase order, with the applicable standards and laws and the most current state of the art. The Supplier warrants that the quality of its products and services correspond to the accepted rules and the state of the art, as well as the legal and regulatory requirements, and that its products and services are free from any defects in design, manufacturing and material. The Supplier shall notify the Customer in writing and obtain its prior approval for any change in the products with respect to their components, changes to raw materials, changes to process, changes to machines and plants, as well as to production controls that have a potential or actual impact on the quality or performance of the products ordered by the Customer.

2.4 All and any obligations arising from the Agreement are to be performed by the Supplier itself. The Supplier may use subcontractors for manufacturing only with the Customer's prior written consent. Notwithstanding the foregoing, the Supplier shall remain fully liable for the performance of the Agreement.

## 3. Amendments, Modifications and Additions

3.1 The Customer may at any time, at its reasonable discretion, demand reasonable amendments, modifications and additions of the order until such time as the product has been delivered (in the case of work and service agreements: until acceptance). The Supplier is obliged to propose amendments and modifications which the Supplier deems necessary and helpful in order to successfully implement the Agreement. Upon receipt of the Customer's written consent, the Supplier shall perform its obligations in accordance with such amendments and modifications.

3.2 To the extent an amendment or modification involves an increase or decrease in costs and/or in the event deadlines can no longer be met, the Supplier shall notify the Customer of such circumstances (i.e. change in costs or delay) at such time when Supplier proposes such amendment/modification or immediately upon receipt of the Customer's amendment/modification request. In this case the Supplier shall submit an offer, which is amended correspondingly. The Supplier's remuneration will be adjusted in accordance with the change in costs.

## 4. Delivery, Delivery Delay

4.1 Shipping is always made at the Supplier's risk and costs (DDP Apeldoorn, The Netherlands, according to Incoterms 2020). The Supplier shall insure the transportation risks at its own expense by means of a suitable insurance policy and shall furnish proof of insurance for inspection upon the Customer's request. In the event the freight costs are to be borne by the Customer due to a special agreement, the Supplier shall select the shipping to the effect that the most favorable shipping rates are applicable. Place of delivery and passing of risk shall be at the point of delivery as indicated by the Customer.

4.2 Unless expressly agreed otherwise, the delivery times and periods specified by the Customer are binding. In the event the Supplier becomes aware of any circumstances that possibly result in a delay of the delivery, the Supplier shall notify the Customer of this fact without undue delay.

4.3 The Supplier will only meet the agreed delivery periods and dates, if the products are actually received at the location indicated by the Customer. In the event that any delivery involves the setting up, assembly or other services, the agreed delivery periods and dates are only met by the Supplier, if and when the Customer accepted the Supplier's performance.

4.4 Unless expressly agreed otherwise, the Supplier shall not be entitled to render partial performance regarding any order of the Customer. If, nevertheless, partial performance is rendered without the Customer's approval and Customer is not interested in such partial performance, Customer shall be entitled to withdraw from the respective order.

4.5 In the event of any delivery delays for which the Supplier is at fault, the Customer may demand - in addition to further legal claims - a lump sum compensation for damages caused by the delay amounting to 1 % of the order value for each completed week of the delay, at the most, however, 5 % of the order value. The Customer may assert higher damages caused by the delay upon providing the respective proof. The Supplier shall be entitled to provide proof that the Customer suffered no damages at all or lesser damages in order to avoid the Supplier's liability under this clause.

4.6 The Supplier is authorized to exercise its right of retention only insofar as its counterclaim is based on the same contractual relationship or on an undisputed claim or a claim that is binding and confirmed by a final court decision. The Supplier may only offset with undisputed counterclaims or with counterclaims, that are binding and confirmed by a final court decision or with counterclaims that are reciprocal with the Customer's claim.

4.7 The Customer's complete order numbers and article numbers shall be documented on the delivery notes, shipping advices and way bills. In addition, the Supplier is obliged to draw up a "Supplier's declaration for products having preferential origin status" as per council regulation (EC) No. 1207/2001 for the Customer upon request.

4.8 The Supplier shall send by e-mail a detailed shipping advice, separate from the products and the invoice, to the Customer for each individual shipment, at least three (3) working days prior to shipping. In order to meet this deadline, the Supplier shall be obliged to send the shipping advice to the effect that it is actually received by the Customer in time. The delivery note and packing slip are to be attached to the delivery. In the event of shipment by sea, the name of the shipping company and the ship are to be specified in the shipping documents and invoices. If any product or equipment is disassembled or delivered in more than one component, these parts are to be labelled and are to be positioned and described in the delivery note in accordance with the labels.

4.9 Tools and setup equipment shall not be loaded together with the products; if the Supplier does not comply with this clause, the Supplier shall bear the costs of reloading. Any consignments the Customer does not accept due to non-compliance with these shipping provisions will be stored at the Supplier's expense and risk. The Customer is authorized to inspect and determine the content and condition of such consignments. The Supplier is also liable for its subcontractor's compliance with the shipping provisions. The Supplier shall be liable to the Customer for any damages suffered and costs incurred by the Customer due to Supplier's non-compliance with the above terms and conditions.

4.10 Title of models, devices and other tools invoiced in whole or in part, shall pass to the Customer at the time of their delivery.

## 5. Prices and Payment

5.1 The prices agreed between the Parties are fixed prices. All prices are without Value Added Tax, but include packaging, insurance, transportation and all and any other costs and expenses.

5.2 The shipment date, the Customer's order number, article numbers and the Customer's Value Added Tax ID Number have to be stated on invoices and credit notes. Invoices must correspond to the order's products description, sequence and prices. Any shipment, which includes a quantity exceeding the ordered quantity or falling short of the ordered quantity, has to be notified separately.

5.3 Unless otherwise agreed, payments have to be made within 14 days with a 3% cash discount, or within 30 days net, subject to complete delivery, receipt of the invoice and approval of the supplied products. The date on which the Customer signed and initiated the bank transfer order shall be decisive in order to meet the payment terms stated above. In the case of work agreements and service agreements, payment terms shall be calculated as from the acceptance instead of the delivery date.

5.4 Payments do not imply acceptance of conditions, prices or any characteristics of the supplied products.

## 6. Warranty

6.1 The general limitation period for warranty claims is 36 months starting from the date of delivery to the Customer. All and any products, which are integrated into a building in accordance with their normal intended use or in accordance with an express agreement between the Parties, and which caused the building to be defective, the general limitation period for warranty claims is extended to 72 months starting from the date of delivery. In the case of work agreements and service agreements, the general limitation period shall commence with the Customer's acceptance of the Supplier's work or service. Longer statutory limitation periods shall remain unaffected. The limitation period pursuant to Art. 39 para. 2 CISG (where applicable) shall not end before the expiration of the limitation period set out above.

6.2 For the performance of this Agreement, it is essential to the Customer that the Customer is provided with the products free of any material defects or defects of title. In particular, the Supplier warrants that the products comply with the state of the art and the agreed specifications, as well as with the regulatory and legal standards applicable in Europe, unless otherwise agreed by the Parties in writing. In the event of a defect, the Customer may choose whether such defective product is i) either repaired by the Supplier or ii) replaced by a non-defective product (two options of supplementary performance). If the Customer's choice of one of these two options is actually not possible, the Supplier shall remedy the defect by performing the other option to remedy the defect. If none of these two options of supplementary performance is possible, or if the Supplier refuses to provide such supplementary performance, or if supplementary performance is not performed within a reasonable period of time upon the Customer's notice, or if the supplementary performance fails, the Customer shall be entitled to withdraw from the Agreement without prejudice to the Customer's other statutory rights and claims. The parties acknowledge that it is essential to meet all deadlines and delivery periods agreed between the parties, unless otherwise agreed in writing. In the event that the Supplier breaches its obligation to deliver in time and does not remedy such breach within the reasonable period of time (stated above), the Customer shall also be entitled to withdraw from i) the individual orders or ii) from the entire Agreement without prejudice to the Customer's other statutory rights and claims. The limitation period pursuant to Art. 49 para. 2 CISG (where applicable) shall not end before the expiration of the limitation period set out in clause 6.1.

6.3 The Supplier shall examine and document the quality of the products prior to delivery. Therefore, the Customer shall only be required to determine on receipt of the products whether i) the supplied product is the ordered product, and to inspect the supplied products ii) for externally visible damage from transportation and iii) deviations from the agreed quantity. The Parties agree that the Customer has no further obligation concerning inspection and notification of defects beyond said inspections upon receipt of the products. In the event the Customer detects any defects of the products, the Customer shall notify the Supplier thereof within four (4) weeks from the date on which the Customer detected the defects or ought to have discovered the same.

6.4 In the event that receiving inspections reveal defects which the Supplier has to rectify, the Supplier shall bear all costs associated with reinspections and repetitions of quality assurance measures (e.g. with regard to the inspection of the products upon arrival) in the amount of a flat fee of €100 per notification of a defect. Any rights to claim for additional damages shall remain unaffected. The Supplier may provide proof of lesser damage and the Customer may provide proof of greater damage.

6.5 The Customer manufactures products, which in turn are incorporated into goods by end customers of the Customer. If defective products of the Supplier are used in the manufacturing of products of the Customer, the Customer may be held liable by its end customers for consequential damages, for example due to personal damages, property damages, production stoppage or product recall etc.

6.6 The Supplier shall be obliged to cover its risk of liability by maintaining a sufficient insurance and shall submit evidence of such coverage to the Customer upon request.

## 7. Provision of Materials

7.1 All materials provided by the Customer remain the Customer's property and shall be stored, labelled and administered separately by the Supplier at no charge. The materials may only be utilized to fulfill the Customer's orders. The Supplier bears the risk of loss or deterioration of the materials supplied by the Customer.

7.2 The materials supplied by the Customer are processed or transformed on behalf of the Customer. The Parties agree that the Customer acquires the (joint) ownership of any good, which results from such processing and manufacturing by the Supplier. The Supplier shall store such goods on behalf of the Customer at the Supplier's own expense (free of charge) and with the due care of an ordinary business man.

## 8. Customer and Supplier Documents, Confidentiality

8.1 The Customer retains all titles and intellectual property rights to images, plans, drawings, calculations, instructions, product descriptions and any other documents. Such documents shall be used exclusively in order to implement the Agreement and to perform all and any obligations of the Supplier hereunder. The documents shall be returned to the Customer as soon as the Agreement is fulfilled or expired.

8.2 No documents provided by the Customer may be disclosed to any third party, even after expiry or termination of the Agreement. This duty to maintain confidentiality does not apply if and to the extent information contained in the documents provided by the Customer has become general knowledge.

8.3 Drawings and all documents required by the Customer for the setup, operation, maintenance, inspection or repair of the products supplied by the Supplier are to be provided by the Supplier without being specifically requested, free of charge and in due time. This also applies to any declarations of conformity and manufacturer declarations, which are required by the Customer in order to use the products as intended by the parties.

8.4 The Supplier shall request the Customer's specific company standards and specifications, to the extent that they have not already been provided.

## 9. Additional inspections agreed between the parties

9.1 If the parties have agreed upon additional inspections for the products supplied by the Supplier, the Customer and the Supplier shall each bear their own material and personnel inspection costs. The Supplier shall notify the Customer no later than ten (10) days before the products are ready for inspection and shall schedule an inspection date which shall be subject to the Customer's approval. In the event that a product is not available for inspection on this scheduled date, all personnel inspection costs, which the Supplier incurred for any such unsuccessful attempt to inspect the products, shall be borne by the Supplier.

9.2 Any certificates which might be required with regard to raw materials or components shall be prepared and provided by the Supplier at its expense and shall be provided to the Customer upon delivery at the latest.

## 10. Confidentiality

10.1 The Supplier shall be obliged to treat all documents and information received in writing, orally or in any other form from the Customer or from third parties on the Customer's behalf concerning the development, design, mode of operation and the manufacture of products, technology, projects, clients, suppliers as well as other operational processes ("Confidential Information") as strictly confidential, to keep said documents and Confidential Information secret from third parties and to use said documents and Confidential Information solely for the purposes of the cooperation with the Customer. The former shall apply irrespective of whether the Customer has expressly designated documents and information as confidential or secret or whether business or trade secrets in the legal sense are affected.

10.2 The Supplier shall not be entitled use the Confidential Information for any other purposes outside of the Agreement with the Customer or for any purposes of third parties. In particular, the Supplier may not apply for, file or register any intellectual property rights or related rights on the basis of any Confidential Information disclosed to it. The Parties agree that the disclosure of Confidential Information shall not confer any rights or licenses to intellectual property rights and/or know-how.

10.3 The Customer shall be entitled, at any time and without having to provide any reasons for its decision, to request the Supplier to return to it all and any of its Confidential Information including any copies made thereof.

10.4 The Supplier may only refer to business relationships with the Customer (e.g. in an advertisement) upon having received the Customer's prior written consent.

10.5 The Supplier shall procure that the obligations contained in this clause 10 shall also bind and apply to all of its employees, authorized representatives and other staff who, on the basis of their activities, may obtain knowledge of any of the Confidential Information. Notwithstanding the foregoing, the Supplier shall make available any Confidential Information to employees, authorized representatives and other staff only if and to the extent required for purposes of the cooperation.

10.6 Affiliated entities shall not be deemed to be third parties in terms of this agreement. The Supplier's confidentiality obligations hereunder shall extend to all of its affiliated entities. The Supplier shall procure to ensure same by entering into corresponding agreements.

10.7 The confidentiality obligations and the prohibition on use of the Confidential Information shall not extend to information:

- which was known to the Supplier prior to the disclosure;
- which was public prior to this Agreement or becomes public thereafter;
- which is made available to the Customer by any authorized third party;
- which was developed by any employees of the Supplier, without same having knowledge of the information; or
- which has to be disclosed to a competent authority for the purposes of this Agreement, to a court of competent jurisdiction or on the basis of any statutory obligation.

The onus to prove that any of the foregoing exceptions applies rests on the Supplier.

10.8 The Customer shall be entitled to compensation from the Supplier for any and all losses caused directly or indirectly by the breach of an obligation under this clause 10.

## 11. Reservation of Title

Unless otherwise agreed by the parties in writing, all forms of extended or prolonged reservation of title are excluded, and, thus, a reservation of title declared by the Supplier i) is only applicable to such product itself and ii) is only valid until the product delivered to the Customer is paid in full.

## 12. Code of Conduct

The Supplier shall comply with the Customer's code of conduct. The code of conduct shall be requested by the Supplier from the Customer pursuant to clause 8.4.

## 13. Termination of Continuing Obligations

13.1 The Customer may terminate the entire business relationship or all and any individual orders, unless any fixed term or any specific terminations rights have been agreed upon, at any time provided that a reasonable notice period is given. When determining such notice period, the Customer shall reasonably take into account the interests of the Supplier.

13.2 The entire business relationship or individual orders may be terminated without notice if there is a good cause. A good cause shall mean that the Customer cannot reasonably be expected to continue any Agreement or the business relationship as a whole. If good cause results from a breach of a contractual obligation, termination shall always require i) that the Customer notifies the Supplier and provides the Supplier with a reasonable period of time in order to remedy the breach, and ii) that the Supplier did not remedy the breach within such period of time. Such notice shall not be required, if a remedy of the breach cannot be expected due to the particular circumstances of the breach.

## 14. Third Party Rights, Contributory Patent Infringement

14.1 The Supplier warrants that (i) all products supplied by the Supplier do not breach or infringe any third party intellectual property rights and (ii) the use of all products supplied by the Supplier in accordance with their intended purpose does not breach or infringe the rights of third parties.

14.2 The Supplier shall in particular inform the Customer if certain uses or applications of the products supplied by the Supplier, if and to the extent that such uses or applications are known to the Supplier, are protected by patents and/or by further members of these protective right families and if using the inventions protected by these patents requires the consent of the patent proprietor.

## 15. Place of Performance – Jurisdiction – Applicable Law

Place of jurisdiction for all disputes arising from or in connection with individual orders and any Agreement is Amsterdam, The Netherlands. The Customer, however, is also entitled to assert its claims at the Supplier's general place of jurisdiction.

These GTC and the business relationship between the parties shall be governed by the law of the Netherlands, and, to the extent applicable, the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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## Information on Data Processing pursuant to Art. 13 General Data Protection Regulation (GDPR)

In the following, we inform about the processing of personal data towards contract partners, potential contract partners and other persons. Personal data are all data that can be related to a natural person, such as name, address, e-mail addresses, payment data, ordered goods/services.

1. Responsible pursuant to Art. 4 No. 7 GDPR is Loparex B.V., represented by its Managing Directors [info@loporex.com](mailto:info@loporex.com).
2. We collect, store and, if necessary, pass on personal data of contractual partners and potential contractual partners to the extent necessary to provide the contractual services. This concerns the details provided by you throughout the contractual relationship or its initiation. The data is collected, stored and passed on for the purpose of initiating or fulfilling the contract and on the basis of Art. 6 Para. 1 S. 1 lit. b GDPR. Failure to provide this data may mean that a contract cannot be concluded.
3. If you are not or do not become our contractual partner, but we have come into contact with you for other reasons or if we have come into contact with you as a contact person for another company, we process your personal data in order to process your request or to communicate with the company you work for with your help. This is done on the basis of Art. 6 Para. 1 S. 1 lit. f GDPR. This data processing is in our and in your legitimate interest in responding to inquiries, communicating with (potential) business partners and ensuring proper business operations.
4. Insofar as data processing requires consent within the meaning of Art. 6 Para. 1 S. 1 lit. a, Art. 7 GDPR, we will obtain it separately from you. In accordance with Art. 7 Para. 3 GDPR, in this case your voluntary consent may be revoked at any time without affecting the legality of the processing carried out on the basis of the consent until revocation.
5. We will only pass on your personal data to third parties if and to the extent permitted by law within the meaning of Art. 6 Para. 1 GDPR. The recipients may also include authorities or public bodies as well as other companies in our group of companies.
- 5.1. If recipients are located in countries outside the European Economic Area ("third countries"), in which the same level of data protection as in the European Economic Area may not be guaranteed, we ensure that such transfers only take place in accordance with the special provisions of Art. 44 et seq. GDPR.
- 5.2. In some cases we use external service providers based in the European Union to process data. Your personal data will be processed exclusively in the European Union. These service providers have been carefully selected by us, commissioned in writing and are bound by our instructions. They are regularly checked by us. The service providers will not pass this data on to third parties, but will delete it after fulfilment of the contract and the conclusion of statutory storage periods, unless there is consent to further storage.
6. Personal data will only be stored as long as it is necessary to achieve the respective purpose. This usually corresponds to the duration of the contract. This does not affect statutory storage obligations, e.g. in accordance with the German Commercial Code or the German Fiscal Code.
7. We maintain current technical measures to ensure the protection of personal data. These are adapted to the current state of the art in each case.
8. Every data subject has the right to request information from us at any time about their personal data stored by us (Art. 15 GDPR). This also applies to the recipients or categories of recipients to whom this data is passed on and the purpose for which it is stored. Furthermore, under the conditions of Art. 16 GDPR, there is the right to require the correction and/or under the conditions of Art. 17 GDPR the cancellation and/or under the conditions of Art. 18 GDPR the restriction of processing. Furthermore, under the conditions of Art. 20 GDPR, data portability may be requested at any time.
9. All information requests, rights of data subjects, requests for information, revocations or objections to data processing must be sent by post to our data protection officer at the above address ("e.g. data protection officer") or by e-mail to [dataprotection@loporex.com](mailto:dataprotection@loporex.com).
10. It is possible to file a complaint to the competent supervisory authority about data protection issues.