

General Terms and Conditions of Purchase for Supplies of Goods and Services

Pre-Tec B.V. and its operating companies

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1. Definitions

- 1.1 In the context of these General Purchasing Conditions for the purchase and delivery of goods and the provision of services to the Client, the following definitions apply:
- a) "Client": Pre-Tec B.V., as well as all its operating companies Pre-Tec B.V.,
 - b) "Contractor": any natural or legal person with whom the Client wishes to enter into or has entered into an agreement regarding the purchase and delivery of goods and/or the provision of services to the Client.
 - c) "Agreement": the written agreements between the Client and the Contractor regarding the purchase and delivery of goods and/or the provision of services to the Client;
- 1.2 Where "written" is used in these General Purchasing Conditions, this also means by Whatsapp or e-mail.

2. Applicability

- 2.1 These General Purchasing Conditions apply to all quotations and agreements with regard to the purchase and delivery of goods and/or services to the Client by the Contractor.
- 2.2 If these General Purchasing Conditions appear to be contrary or incompatible with what the Client and the Contractor have laid down in a written agreement concluded between them, then the provisions therein shall prevail.
- 2.3 The application of the Contractor's terms and conditions of sale and/or other (general) terms and conditions shall be expressly excluded.
- 2.4 The nullity or annulment of any provision of these General Purchasing Conditions does not affect the validity of the other provisions of these General Purchasing Conditions. Where appropriate, the Client and the Contractor will jointly agree on a replacement provision, whereby the purpose and scope of the void or annulled provision is taken into account as much as possible.

3. Quotations and assignments

- 3.1 Quotations can no longer be revoked after the Client has submitted a written acceptance.
- 3.2 The Client is only bound towards the Contractor after an authorized order has been issued.
- 3.3 If the Client so requests, the Contractor is obliged to sign for approval and return one copy of the written order sent by the Client. In the event of such a request, in the absence of written confirmation from the Contractor, the Client's order will lapse after a period of 30 days.
- 3.4 The Contractor will not charge any costs for issuing a quotation to the Client, unless otherwise agreed.

4. Changes

- 4.1 The Client is at all times authorised, in consultation with the Contractor, to determine the size and/or the quality of the goods to be supplied. Changes will be agreed in writing.
- 4.2 If, in the opinion of the Contractor, a change has consequences for the agreed fixed price and/or the time of delivery, he is obliged to inform the Client accordingly as soon as possible, at the latest within 8 working days of the notification of the intended amendment, by means of a written notification, before making the change. If consequences for the price and/or delivery time are unreasonable in the opinion of the Client, parties will consult on this matter.

5. Price and price revision

- 5.1 The agreed price includes all costs incurred in connection with the goods up to and including delivery, unless clearly stated otherwise. The price does not include sales tax (VAT).
- 5.2 The price shall be fixed, unless the Agreement specifies the circumstances which would lead to the adjustment of the price, as well as the manner in which a change is made.

6. Invoicing and Payment

- 6.1 The Contractor sends a (specified) invoice to the address and, if applicable, stating the order number as stated in the agreement.
- 6.2 Payment is made within 30 days of receipt of the invoice and is only due if the delivered goods fully comply with the agreement. Invoices for partial deliveries will - under the same conditions - only be paid after the last (partial) delivery, unless expressly agreed otherwise in writing.
- 6.3 Payment of the invoice does not imply an acknowledgment that the delivered goods are fully in conformity with the agreement and does not answer and release the Contractor from any warranty and/or liability arising from the agreement.
- 6.4 Receivables against the Client may not be transferred to a third party without a written permission of the Client. Any claim against the Client shall lapse by the mere period of 12 months after the claim arose, unless the claim has previously been brought in accordance with the provisions of Article 16.
- 6.5 In the event of advance payment by the Client, the Client may, if it deems this desirable, at any time require security in the form of a bank guarantee, which must meet the conditions set by the Client.
- 6.6 The Client is entitled to (partially) suspend the payment if the Client has a shortcoming, to the extent that the shortcoming justifies this.

7. Delivery

- 7.1 Deliveries are made on "Delivered Duty Paid" on agreed place and time, in accordance with the applicable provisions latest version "Incoterms", issued by the International Chamber of Commerce, unless clearly agreed otherwise.
- 7.2 The Client and/or third parties engaged by them are entitled at any time to carry out tests and inspections to assess quality and progress. The exercise of this authority by or on behalf of the Client does not release the Contractor from its obligations.

- 7.3 The Client has the right to return non-agreed (partial) deliveries at the expense and risk of the Contractor. In the event that quantities not agreed upon are delivered and the deviation is greater than usual in the relevant sector, the Client is entitled to refuse the excess and, in the event of less, the entire delivery and/or to return it at the expense and risk of the Contractor.
- 7.4 In the event that the Client is unable to receive the goods at the agreed time, and/or have services performed, the Contractor shall, at the buyer's request, postpone the delivery for a reasonable period to be determined by the Client.

8. Delivery time

- 8.1 The delivery time commences on the day on which the order is given by the Client.
- 8.2 If the Contractor expects the delivery time to be exceeded, he will inform the Client of this in writing without delay, stating the reason, without prejudice to the provisions of Article 8.5.
- 8.3 At the request of the Client, the Contractor is obliged to provide a production or implementation plan and/or to cooperate in a progress check.
- 8.4 If goods that comply with the agreement have not been delivered to the agreed location within the agreed period, the Contractor will be in default without notice of default.
- 8.5 If the delivery time is exceeded, the Client is authorised, without any notice of default being given, to terminate the contract out of court by registered letter, with all the consequences described in Article 15.
- 8.6 If the Contractor wishes to fulfill the obligations early, permission from the Client is required. Payment will be made in accordance with the original payment term(s).
- 8.7 The Client has the right to postpone delivery for a reasonable period. In this case, the Contractor will; store, preserve, secure and insure the goods properly packaged, separated and recognizable.

9. Penalty

- 9.1 If the Contractor fails to perform the agreement, the Client can demand compensation for this, amounting to at least all costs and possible consequential damage resulting from efforts by the Client to ensure the continuity of all direct and indirect activities (personnel costs, costs of purchasing replacement products, logistics costs, etc.). In such a case, the Client is automatically entitled to purchase products from another Contractor and to recover any additional costs mentioned from the Contractor.

10. Damage

- 10.1 The Contractor bears the risk of loss or damage to the item(s) until the time of delivery.
- 10.2 If the delivery also includes the transport of the goods, the Contractor is responsible for the proper packaging of the item(s). Any costs incurred by the shall be borne by the Contractor.
- 10.3 In the event of damage, the Contractor may, at its option, request a replacement product, repair of the damage, reduction of the purchase price, or dissolution of the agreement. Any costs involved in this regard shall be borne by the Contractor.

11. Liability

- 11.1 The Contractor is liable for:
- a) Damage resulting from the execution of the assignment by him or those whom he employs.
 - b) Damage resulting from the presence and use of building materials, tools and equipment used or supplied by him or from the infringement of third party rights, including intellectual and industrial rights.
- 11.2 The Contractor will indemnify the Client against third parties against all claims under a) and b).

12. Insurance

- 12.1 The Contractor is obliged to take out adequate insurance to cover the risks, which should also include the risks relating to the items that it has in its possession and/or uses in connection with the assignment. The contractor is obliged to provide access to the relevant policy at the client's first request.
- 12.2 If the assignment entails, in whole or in part, that goods are made available to the Client under any title whatsoever, the Contractor is obliged to adequately insure these goods to cover the risks relating to the ownership of these goods for the benefit and to the satisfaction of the Client, which in any case should include the risk of loss, theft, damage, fire and legal liability.

13. Outsourcing and subcontracting

- 13.1 The Contractor is permitted to have the work or part thereof carried out by a third party, provided that the Contractor guarantees that its subcontractor(s) work under the same conditions as itself.
- 13.2 Article 13.1 shall apply in the same way to the use of subcontractors by Subcontractors.
- 13.3 The Client has the right to determine that agreements or parts thereof may only be executed by the Contractor itself.

14. Intellectual and industrial property rights

- 14.1 The Contractor guarantees the free and undisturbed use of the delivery by the Client. The goods and/or services to be supplied by the Contractor are free of restrictions arising from intellectual and/or industrial property rights.
- 14.2 The Contractor indemnifies the Client against any legal claim from third parties based on the argument that the use of the materials, databases, or other products and/or services made available by the Contractor constitutes an infringement of the intellectual property rights of third parties.
- 14.3 The Client is entitled to recover from the Contractor any damage resulting from the violation of the Client's intellectual and industrial property rights.
- 14.4 If there are intellectual and industrial property rights arising from the development for and in the execution of the delivery of products, to which there might be reference, these shall become the property of the Client without charge, and shall be deemed to have been the property of the Client from the outset.

- 14.5 The Contractor is entitled to use the information provided by the Client, but only in connection with the award and execution of the agreement. This information remains the property of the Client
- 14.6 The Contractor is therefore specifically and expressly not permitted to patent these rights relating to intellectual and industrial property.
- 14.7 The Contractor is expressly prohibited from reproducing, disclosing, or exploiting those products, including but not limited to patentable designs, (intermediate) results, computer programs, methods, advice, and other intellectual products of the Client, in the broadest sense of the word, whether or not with the involvement of third parties.
- 14.8 The Contractor and/or a third party are not allowed, in relation to the goods delivered to the Client, to reproduce these goods, make modifications to them, erase serial numbers, or affix brand(s) or mark(s) in such a way as to create the appearance that these goods originate from them. This also applies to goods not protected by any specific industrial property rights, such as patent, design, or model rights.

15. Dissolution and termination of the agreement

- 15.1 The agreement can only be dissolved by both parties due to an attributable shortcoming in the fulfillment of the agreement if the other party attributably fails with regard to the essential obligations under the agreement.
- 15.2 The agreement can be terminated in writing in whole or in part by both parties without notice of default and with immediate effect, if the other party has been granted a suspension of payments, has filed for or declared bankruptcy, or if actual decisive control over the Contractor is transferred to a third party.
- 15.3 If the execution of the agreement has already started at the time of the dissolution as referred to in paragraph 1, the performance delivered and the related amount due are excluded from the dissolution.
- 15.4 If the agreement has been legally terminated, the Client will never be obliged to pay any compensation.
- 15.5 The Client has the right at all times to recover any costs incurred by it in the execution of the agreement from the Contractor.

16. Force Majeure

- 16.1 If one of the parties is unable to fulfill the obligations under the agreement in whole or in part as a result of a non-attributable shortcoming (force majeure), the execution of the agreement will be suspended for the period that it cannot be fulfilled, without the parties being obliged to each other to pay compensation.
- 16.2 Events such as strikes and work stoppages do not give rise to a claim for non-attributable shortcomings, nor do non-performance by suppliers or others from whom the Contractor obtains goods and/or services.
- 16.3 The party that invokes a non-attributable shortcoming must make this known to the other party within 24 hours after the force majeure situation occurs. The first-mentioned party must substantiate the claim of a non-attributable shortcoming to the other party with evidence. The

parties will consult with each other as soon as possible to discuss, limit and/or prevent the causes and consequences of the force majeure situation.

- 16.4 If the force majeure situation lasts longer than thirty (30) calendar days, or if this longer duration has previously been determined, the other party has the right to terminate the agreement in writing with immediate effect. The parties are not obliged to pay compensation to each other.
- 16.5 After the force majeure situation has ended, all obligations must continue.

17. Confidentiality

- 17.1 Both parties undertake to keep secret all information received that they know or reasonably should know is of a confidential nature.
- 17.2 If desired, the parties can agree to draw up a list of names of persons who are authorized to inspect the confidential documents.
- 17.3 Confidentially provided information may only be used for the purpose for which it was provided.
- 17.4 Parties will mark confidential documents as such by stating “confidential” or an indication of similar meaning on the cover page.

18. Governing Law and Dispute Resolution

- 18.1 Dutch law applies to the agreements between the Client and the Contractor.
- 18.2 Application of the Vienna Sales Convention 1980 is expressly excluded.
- 18.3 Any disputes relating to the agreement or these General Terms and Conditions will preferably be settled by arbitration, without prejudice to the right of either party to request a provision in summary arbitral proceedings and without prejudice to the right to take conservatory measures.
- 18.4 If the parties cannot reach an arbitration agreement within a reasonable period, the parties must apply to the court in The Hague, the Netherlands.