

General terms and conditions of purchase Henkelman bv

Located Titaniumlaan 10, 5221 CK 's-Hertogenbosch

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Artikel 1.: Applicability

1.1 Henkelman bv hereafter also referred to as "Client" is the legal entity that applies these conditions of purchase. The other party is referred to as "Contractor". In these terms and conditions, "Principal" refers to the Client's client.

1.2 These terms and conditions of purchase apply to all offers made to the Client and to all agreements made with the Client resulting from these offers.

1.3 Deviations from these general terms and conditions of purchasing are only applicable if they have been confirmed in writing by the Client to the Contractor.

1.4 In the event of a conflict between the content of the agreement made between the Client and the Contractor and these general terms and conditions of purchase, the provisions of the agreement take precedence.

Artikel 2.: Cost of offers

2.1 Any costs associated with making offers or quotations, including the cost of consultations, drawings and the like incurred by or on behalf of the Contractor will not be reimbursed by the Client.

Artikel 3.: Delivery time and penalty

3.1 A specified delivery date or completion period is definite. The Contractor is legally in default if the delivery date or the completion period is exceeded. As soon as the Contractor becomes aware or should become aware that the completion of the agreement will not take place, will not take place on time or will not take place properly, he will immediately inform the Client of this.

3.2 The Contractor is liable for all damage suffered by the Client as a result of exceeding the delivery time and/or the completion period as referred to in paragraph 1 of this article.

3.3 For each day of delay in the delivery time or completion period, the Contractor forfeits the Client an immediately payable fine of € 1000 per day. This fine can be claimed in addition to compensation by law.

Artikel 4.: Prices

4.1 The prices stated in the offer are based on delivery as referred to in Artikel 5, first paragraph of these terms and conditions.

4.2 All prices are expressed in euros, fixed, excluding VAT and including proper packaging.

4.3 An increase in cost-determining factors that takes place after the agreement has been finalized will remain at the expense of the Contractor, regardless of the period that has elapsed between the finalization of the agreement and its implementation.

Artikel 5.: Delivery and transfer of risk

5.1 Delivery will take place carriage paid at the agreed location, "Delivered Duty Paid", in accordance with Incoterms 2000.

5.2 If the prices have been agreed 'ex works' and the Client nevertheless takes care of transport or has it taken care of, the risk of loading and transport will be borne by the Client.

5.3 If the goods are collected by or on behalf of the Client, the Contractor must provide assistance with loading without charging any costs.

Artikel 6.: Inspection and testing

6.1 The Client has the right to inspect or test the ordered or delivered goods and/or the work (in progress) at any time. In such a case the Contractor will provide such facilities as can reasonably be required.

6.2 The Client is at no time obliged to inspect or test the ordered or delivered goods and/or the work (in progress) and may assume that the ordered or delivered goods and/or the work (in progress) is/are sound.

6.3 The costs of the inspection/testing referred to in paragraph 1 of this article will be borne by the Contractor if these goods/works are rejected by the Client. Inspection or testing does not release the Contractor from any guarantee or liability arising from these terms and conditions, the agreement or the law.

Artikel 7.: Rejection

7.1 If the goods delivered by the Contractor or the work completed does not comply with the agreement, the Client has the right to reject it/them. Receipt of the goods or payment for the goods or work does not imply acceptance thereof.

7.2 If the Client rejects the delivered goods and/or work, the Contractor is obliged, within a period of time to be determined by the Client, to:

- a. carry out a repair free of charge or, at the Client's discretion;
- b. to ensure that the goods are replaced free of charge and/or carry out the required work (or have it carried out) in accordance with the agreement.

7.3 If the Contractor does not meet its obligations as detailed in paragraph 2 of this article, does not do so within the set period of time or not to the Client's satisfaction, the Client is entitled to carry out the work referred to in paragraph 2 of this article itself or have a third party do so at the expense of the Contractor.

Artikel 8.: Intellectual property rights

8.1 'Intellectual property rights' include, among other things, copyrights, database rights, design rights, trademark rights, patents, topographies, as well as the right to obtain these intellectual property rights through application, deposit, registration or otherwise.

8.2 'Intellectual property rights of the work' are all intellectual property rights that apply to the work, the performance to be delivered, to the goods and the tools, such as drawings, models, molds, casts and tools, created for or for the benefit of the execution of the agreement between the Contractor and the Client.

8.3 All intellectual property rights that apply to the work belong to the Client. The Client is regarded as the creator, designer or inventor, respectively, of the works generated or taking place within the framework of the agreement. The Client therefore has the exclusive right to apply for a patent or trademark. If the performance consists of (partially) existing intellectual property rights, the Contractor will, to the extent possible, transfer these rights to the Client, and will immediately carry out any additional actions required for this transfer at the Client's first request.

8.4 The Client does not owe the Contractor any compensation for (the transfer of) the intellectual property rights of the work.

8.5 The Contractor waives the personality rights referred to in article 25, paragraph 1, under a of the Copyright Act. Insofar as is concerned changes in the work, the items or their names, the Contractor also waives the personality rights referred to in Article 25, first paragraph, under b and c of the Copyright Act. The

Contractor will not rely on the authority granted in Article 25, paragraph 4, of the Copyright Act.

8.6 The Contractor guarantees that the goods to be delivered to the Client, the work to be carried out and the intellectual property rights to the work do not infringe upon the rights of third parties, including intellectual property rights, and indemnifies the Client against all claims in this regard. The Contractor will reimburse the Client for all damage resulting from any infringement, including the (full) costs of defense.

Artikel 9.: Source code and user license for computer software

9.1 If the performance to be delivered by the Contractor (partly) consists of the delivery of computer software that has been specially developed for the Client, the Contractor will transfer the source code to the Client.

9.2 If the performance to be delivered by the Contractor consists of the delivery of computer software that has not been specially developed for the Client, the Client will obtain - notwithstanding Article 8, third paragraph of these conditions - a non-exclusive, worldwide and perpetual user license for that part of the computer software for the normal use and proper operation of the item. If any part of the computer software has been developed specifically for the Client, Articles 8 and 9, first paragraph, of these conditions apply in full to that part. The Client is permitted to transfer the license or to issue a sublicense. Should the Client sell the item to a third party, the license will automatically be transferred to the purchaser of the item.

9.3 The Client does not owe the Contractor any compensation for obtaining the source code as referred to in the first paragraph of this article or the user license as referred to in the second paragraph of this article.

Artikel 10.: Confidentiality and non-solicitation

10.1 All information provided by or on behalf of the Client to the Contractor (such as models, design data, images, drawings, know-how and other documents, etc.) of any nature and in any form whatsoever are confidential and will not be used by the Contractor for any purpose other than the execution and completion of the agreement.

10.2 The information referred to in paragraph 1 of this article will not be made public or reproduced by the Contractor.

10.3 The Contractor will in no way, directly or indirectly, provide quotations or offers to the Principal that relate to the item or work that is the subject of the agreement between the Client and the Contractor.

Artikel 11.: Fine

11.1 In the event of violation of the provisions of Article 9, first paragraph or Article 10, an immediately payable fine of € 25,000 per violation will apply. This fine can be claimed in addition to compensation under the law.

Artikel 12.: Resources

12.1 All resources, such as drawings, models, molds and tools, that are made available to the Contractor by the Client for the execution of an agreement or that the Contractor has made or had made specifically within the context of the agreement with the Client, remain or become the property of the Client under all circumstances, regardless of whether or not payment has been made specifically for them.

12.2 All resources and all copies made thereof must be made available to the Client or returned to the Client upon first request.

12.3 For as long as the Contractor has the resources in its possession, the Contractor must provide them with an indelible

mark that indicates that they are the property of the Client. The Contractor will inform third parties who wish to use these resources of the Client's ownership rights.

12.4 Without prejudice to the provisions in Article 10 of these terms and conditions, the Contractor will only use the resources referred to in this article to carry out deliveries and work on behalf of the Client and will not show them to third parties, unless the Client has given express written permission for this. The Contractor bears the risk of loss, disappearance, destruction or damage and is obliged to insure this risk at its own expense.

Artikel 13.: Liability

13.1 The Contractor is liable for all damage, including fines, caused by a shortcoming or unlawful act on the part of the Contractor.

13.2 The Contractor indemnifies the Client against all claims from third parties for compensation for damage as referred to in the first paragraph.

Artikel 14.: Insurance

14.1 The Contractor is obliged to have taken out adequate insurance that covers any damage suffered by the Client as a result of a shortcoming or unlawful act by the Contractor or third parties engaged by him. At the Client's first request, the Contractor will provide copies of the relevant insurance policy and proof of payment of the premium.

Artikel 15.: Termination or cancellation of the agreement

15.1 The Client is at all times entitled to terminate or cancel the agreement with immediate effect upon payment of compensation equal to the costs actually incurred by the Contractor and a reasonable profit margin. The burden of proof for costs incurred and a reasonable profit margin lies with the Contractor.

Artikel 16.: Warranty

16.1 The Contractor guarantees the proper execution of the agreement for a period of six months after commissioning.

16.2 If the agreement has not been properly completed or delivered, the Contractor will immediately complete or deliver the agreed result, with the Client choosing between repair or replacement, without affecting all other rights that the Client is entitled to under law.

16.3 The Contractor shall bear all costs associated with the repair of the defect or the replacement of the goods and/or the work. This also includes the costs for putting the goods into use and/or the work after the aforementioned repair or replacement. If the goods and/or work are part of a larger object, the costs for commissioning that larger object will also be borne by the Contractor.

16.4 If the Contractor fails to comply with its warranty obligation, the Client has the right to carry out the warranty work itself or have it carried out by third parties at the expense of the Contractor.

Artikel 17.: Payment

17.1 Unless otherwise agreed, payment will be made within 60 days of the invoice date.

17.2 In the event of advance payment or installment payments, the Client has the right to ask the Contractor to provide what the Client deems to be sufficient security for compliance. If the Contractor does not comply with this within the set period of time, he will immediately be in default. In that case, the Client has the right to terminate the agreement and recover damages from the Contractor.

Artikel 18.: No settlement and suspension by the Contractor

18.1 The right of the Contractor to settle any claims against the

Client or to suspend the fulfillment of its obligations is excluded, unless there is a suspension of payments or bankruptcy of the Client or statutory debt restructuring applies to the Client.

Artikel 19.: Transfer of ownership in advance

19.1 At the Client's first request, the Contractor is obliged to transfer the ownership of the goods to be delivered, or the materials, parts and/or construction components from which the goods will be assembled or manufactured, to the Client in advance. The Contractor will immediately carry out all additional actions required for this transfer.

Artikel 20.: Restriction on right of retention

20.1 The Contractor is at all times prohibited from exercising a right of retention on the Client's goods that it has in its possession for whatever reason.

20.2 In the event of violation of the provisions of paragraph 1 of this article, the Contractor will owe an immediately payable fine of € 250 per day with a maximum of € 25,000. This fine can be claimed in addition to compensation under the law.

Artikel 21.: Settlement and suspension by the Client

21.1 The Client is entitled to offset any debts owed to the Contractor against:

- a. claims of the Contractor against the Client.
- b. claims from companies affiliated with the Client against the Contractor;
- c. claims on companies affiliated with the Contractor.

21.2 The Client is further entitled to offset its claims against the Contractor with debts owed to the Contractor by companies affiliated with the Client.

21.3 Affiliated companies as referred to in this article are defined as companies that belong to the same group within the parameters of Article 2:24b of the Dutch Civil Code and have a participating interest within the meaning of Article 2:24c of the Dutch Civil Code.

21.4 If the Contractor does not fulfill its obligations, the Client may suspend its payment obligations until the Contractor has fulfilled its obligations.

Artikel 22.: Transfer and pledge of claims

22.1 The Contractor cannot transfer or pledge claims arising from the agreement with the Client. This clause has effect under property law.

Artikel 23.: Applicable law and jurisdiction

23.1 Dutch law applies.

23.2 The Vienna Sales Convention (C.I.S.G.) is not applicable, nor is any other international regulation from which exclusion is permitted, with the exception of the Incoterms insofar as this can be regarded as an international regulation.

23.3 The Dutch civil court that has jurisdiction in the place of business of the Client in combination with the Oost Brabant District Court in 's-Hertogenbosch will hear disputes. The Client may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.