

**General purchasing conditions of the Peter Greven Nederland C.V. and Peter Greven Nederland B.V.,**

both with their registered office in Venlo, the Netherlands, and registered with the Chamber of Commerce under numbers 12040682 (Peter Greven Nederland C.V.) and 12040529 (Peter Greven Nederland B.V.)

**§ 1 Applicability**

1. All quotations and offers, as well as any requests we make to the supplier for them, and all orders and agreements, both verbal and written, regarding the supplier's sale and delivery of products to us are exclusively subject to these general purchasing conditions ("General Conditions"). They therefore also apply - in the most current version - to all future agreements between us and the supplier, even if they are not explicitly agreed again. The terms 'we' and 'us' always pertain to the Peter Greven entity that invokes these General Conditions.
2. The supplier's general or other terms and conditions do not apply, even if we do not explicitly object to them; nor do they apply if we accept delivery or make payments without any further reservation, even if the supplier's conditions are known to us. The supplier may only invoke different and/or additional conditions against us if and to the extent we have accepted them in writing. Such different and/or additional conditions do not affect the applicability of the remaining provisions of these General Conditions and they will only apply to the agreement for which they are explicitly agreed in writing.
3. Where any agreement refers to the Incoterms, the most recent version of them - currently the Incoterms® 2020 rules - always applies.

**§ 2 Offers by the supplier**

1. We are never bound by any written or verbal requests for quotations made by us. The supplier's offers, quotations and prices are made and communicated to us free of charge and are binding on the supplier. The supplier's offer/quotation must exactly meet the quantity and quality specified in our request and the supplier must explicitly draw our attention to any differences in that regard.
2. Together with its offer/quotation, the supplier must provide us with all the data sheets, formulas, drawings and documentation that we need in order to understand the technical

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.  
Chamber of Commerce Venlo No. 12040682

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details of the product to be supplied. Any discussion or any other participation or involvement on our part in development work or testing does not release the supplier from full responsibility for the product and any associated warranty and other obligations. Without prejudice to our instructions and required specifications, the supplier's offer/quotation must also include a description of all the deliveries, properties and performance of the product that we need to know in order to be able to use it in accordance with its intended purpose.

### § 3 Order/scope of delivery

1. Orders are only binding on us if they are placed in writing or electronically. Verbal ancillary arrangements, amendments and agreements made by telephone are only binding if we have confirmed them in writing or electronically. This also applies to any agreed additional delivery or performance. Any lack of response to a supplier's proposal, claim, etc., can never be regarded as consent on our part to the supplier's proposal.
2. Any order we issue that the supplier wants to accept must be confirmed by it in writing or electronically. If we do not receive the order confirmation within two weeks of the supplier having received our order, we will no longer be bound by that order.
3. We are not bound by any order confirmation that differs from our order, even if we do not object to it in writing.
4. We may also require the supplier to change the product to be delivered/the delivery date after the agreement has been concluded, insofar as, having regard to the parties' reciprocal interests, this can be required of the supplier. In the event of any such amendment to the agreement, appropriate account should be taken of the consequences for both parties, particularly as regards additional or fewer costs as well as delivery dates. The supplier must notify us of any additional costs in advance and we will only be obliged to pay them if we have explicitly accepted them in writing.
5. If the supplier determines, on the basis of its expertise, that an order is incomplete or that delivering it will not serve the purpose we intend for that order, it will immediately notify us of that in writing. If the consequences of this are unacceptable to us, we will be entitled to cancel our order without owing any costs for this or without being liable for compensation.

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6. Without being asked to do so, the supplier must provide all the drawings and documentation we or our customers require for the use, storage or transport of the product, doing so free of charge and in good time, but no later than upon delivery.

#### § 4 Delivery period

1. The delivery periods and dates specified in our order are binding unless the supplier explicitly objects to them in writing or we agree different periods/dates with it in writing. If our order does not specify any delivery periods/dates, the delivery periods/dates specified by the supplier are binding. The date on which the products are received at the place of use specified by us or - if a delivery is to take place - the date on which successful delivery has taken place is decisive when determining whether the agreed delivery date or delivery period has been met.
2. The supplier requires our prior written consent for making a partial delivery and providing partial performance.
3. If the supplier is aware of any circumstance that might result in its inability to meet the agreed periods/dates for delivery, it will notify us of that immediately and in writing, clearly setting out the reason(s) for and the duration of the delay.
4. Any acceptance by us of a delayed delivery or performance does not constitute a waiver of any claims or rights we have against the supplier.
5. If the agreed delivery periods/dates are not met due to a circumstance for which the supplier is responsible, we will be entitled, following a reasonable additional period to be set by us, either to claim compensation in lieu of performance or to arrange for a third party to provide a replacement at the supplier's expense and/or to terminate the agreement, as we see fit. In the event of repeated delays in delivery, we are also entitled to cancel any orders not yet carried out by the supplier and therefore to terminate them, with immediate effect.
6. If the supplier is unable to deliver within the agreed period or by the agreed date due to force majeure (e.g., a strike at the supplier, riot, war, fire, flood, but not including any default by third parties (like suppliers) nor any circumstance related to the supplier's business operations or its procurement or transportation (or the manner thereof) or the lack of supplier personnel), the agreed delivery period will be extended by the period equivalent to the duration of the force majeure situation. The supplier may only invoke these

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circumstances if it notifies us immediately of the force majeure situation and its anticipated duration. If the disruption is not just temporary and the delay means that it would be unreasonable for us to wait for delivery, we will be entitled to withdraw from and therefore terminate that part of the agreement that has not yet been performed without owing any costs or being liable for compensation. If the agreement has been performed in part and we have no interest in partial performance, we will also be entitled to withdraw from the agreement in its entirety without owing any costs or being liable for compensation.

7. For the rest, the statutory provisions on the supplier's liability for delays apply, in principle, although we will in any case be entitled to recover compensation from the supplier for any production interruptions and losses we suffer, to be calculated on the basis of our average final product price and our average daily production.

## § 5 Prices, transportation, packaging and the transfer of risk and ownership

1. The agreed prices are fixed prices; costs for packaging, freight and transportation to our specified shipping address or place of use are included in these prices. Insofar as we bear the transportation costs according to the agreement, the products must be delivered using the transportation option that is most favourable to us. The agreed prices are also exclusive of VAT.
2. Transportation is at the supplier's risk. The supplier bears the risk of any deterioration, including accidental destruction, until the delivery has arrived at the shipping address or place of use specified by us. The supplier must insure the transportation risk.
3. Ownership of the delivered products passes to us upon delivery. We do not recognise any retention of title on the supplier's part.

## § 6 Quality, warranty and liability

1. Quality, warranty and liability are governed by the statutory provisions, unless otherwise provided in these General Conditions or in any other written agreement between us and the supplier.
2. The supplier will ensure that all the products it delivers and any performance it provides are in line with the latest state of the art and that they are also in compliance with the statutory provisions regarding those products and their performance, the regulations and

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standards set by governments, trade and professional organisations, and the prescribed compositions, ingredients, purity grades, functions and specifications. This applies equally to compliance with all technical specifications and requirements and quality standards set out in our quotation requests, orders, data sheets, formulas, drawings, documentation and/or other specifications, which serve, in part, to determine the intended quality of the performance/product to be provided by the supplier. Any departures from such rules and regulations are only allowed in individual cases and in each case only with our prior written consent. Such consent does not, however, affect the supplier's warranty obligation. If the supplier has any objections to the manner of performance we require, it must immediately notify us of that in writing.

Unless we have made other arrangements with the supplier regarding the intended quality of the products, the supplier's product specifications (e.g., in catalogues) will apply as the agreed minimum specifications.

3. Our duties to inspect and complain are governed by the statutory provisions in that regard, on the understanding that our duty to inspect is limited to any shortfalls and/or visible defects (e.g., transportation damage or incorrect delivery) discovered while inspecting the products upon receipt, which includes inspection of the delivery papers, or which are discovered during our quality control with appropriate sampling. In all other cases, it will depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to complain about defects discovered later remains in full force and effect.

Insofar as we then have an obligation to complain, a complaint will be deemed to be timely if, as regards shortfalls and/or visible defects, the supplier has received it within 3 working days after the products have been delivered or within 14 working days after a hidden defect has or could have been discovered during a mandatory inspection.

If we have agreed a completion with the supplier, this will take the place of the obligation to inspect and complain; accordingly, in that case, we will not have any additional obligation to inspect and complain.

4. Upon request, the supplier will, immediately and entirely free of charge, remedy any defects in delivery/performance discovered during the warranty period, including any non-compliance with guaranteed data and a lack of guaranteed characteristics or agreed

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properties, either by replacing the defective product(s) and/or correcting the defect(s) by repairing them, as we see fit. Accordingly, the supplier will also bear the costs necessarily incurred for repairing the defect(s) (in particular transportation, travel, labour and material costs).

In the context of remedying defects and insofar as the defective product has been built into or attached onto another item in accordance with its nature and purpose, the supplier will also be obliged to reimburse us for the costs necessarily incurred for removing the defective product and installing or attaching the new (i.e., replaced) or repaired product.

Our other statutory rights, in particular the right of termination, reduction of the purchase price and/or claims for compensation, will remain unaffected.

5. If the supplier attributable fails to fulfil its warranty obligation within a reasonable period set by us, we may - notwithstanding that warranty obligation - take the necessary measures ourselves or have them taken by third parties at the supplier's expense and risk. In urgent cases, after consulting the supplier, we may carry out the repair ourselves or have a third party carry it out at the supplier's expense. We may ourselves, in the interests of timely performance, repair minor defects at our customers' premises without prior consultation without this altering the supplier's warranty obligation. This also applies if there is a risk of disproportionate damage being incurred.
6. The warranty period is 36 months unless we have explicitly agreed otherwise in writing with the supplier or the law prescribes a longer warranty period to which the supplier is subject for the product in question. The warranty period commences, at the earliest, when we or a third party designated by us take(s) receipt of the products at the place of receipt or place of use specified by us. To the extent that completion is required, the warranty period commences on the completion date specified in our completion statement. Warranty periods for delivered parts are extended by the period during which these parts cannot be used in accordance with their intended purpose due to a defect. If this defect is remedied, the original warranty period for the replaced or newly delivered parts will begin again.
7. Confirmation of receipt of delivered products, or their acceptance or delivery, does not release the supplier from its warranty obligations, even if we are aware of a defect.

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8. The approval of data sheets, formulas, drawings, documentation and/or other specifications submitted to us by the supplier does not release the supplier from its warranty obligations.
9. The supplier indemnifies us against all third-party claims arising from any defect in/to the product supplied by the supplier, insofar as the supplier is responsible for that defect. We are also entitled to claim compensation from the supplier for any damage we suffer, including for any reasonable legal expenses. Such compensation also includes the costs of a preventive recall, to the extent that we, at our discretion, consider this appropriate given our customers' interests or to protect external third parties. Even if the warranty has expired, the supplier must reimburse us the costs incurred for any such recall if we carry it out on the basis of an official request or in order to avert danger to life and limb of the product's users or to external third parties.
10. The supplier may not, without our explicit written consent, change the delivered product in any way after the agreement has been concluded or during the delivery period. This therefore applies even to the most minor changes and even if the specifications, formulas, analyses, production processes, dimensions, etc. prescribed by us in detail are not changed. Changes to the product to be delivered by the supplier are only allowed with our prior written consent. If the supplier does not fulfil this obligation, it will be liable for any resulting costs incurred by us and/or third parties, e.g., due to follow-up inspections, expert assessments, additional calculations, reworks, replacement deliveries, etc.
11. The supplier will insure all product and other liability risks for an appropriate amount and provide us with proof of insurance annually without us having to ask for this. In no circumstances does any insurance taken out by the supplier limit its liability at all, nor does it create any liability (including joint liability) on our part.

## § 7 Third-party Rights

1. Any licensing costs incurred through/for the contractual use of the delivered product, including use in conjunction or in combination with other products, will be borne by the supplier, and the supplier must pay them in order for us to be able to use them without restriction.
2. The supplier guarantees that the products it supplies are free of third-party rights and that neither their supply nor contractual use, including use in conjunction or in combination with

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- other products, infringes any patents or other intellectual (including industrial) property rights of third parties within the Netherlands,
3. If the supplier's delivery or performance infringes any intellectual (including industrial) property rights of third parties, it must, to start with, eliminate any such infringement by acquiring the rights or modifying the product in question or by delivering a modified product, to the extent that we are entitled to require this.
  4. Without prejudice to paragraph 3, the supplier is obliged to indemnify us against third-party claims due to the infringement of patents or other intellectual (including industrial) property rights as well as against any costs and expenses incurred in connection with such claims, and to bear all resulting costs incurred by us insofar as the supplier is responsible for such infringement. Any further statutory claims remain unaffected.
  5. Paragraphs 1 to 4 of this § 7 apply equally to any countries to which, when the agreement was concluded, the supplier knew that we would be sending the products to be delivered.

## § 8 Invoices and payments

1. Invoices are to be sent no earlier than at or after the time of delivery of the relevant product including all documents relevant to the contract. Invoices should be sent in electronic format (e.g., by email).
2. The wording and sequence of invoices must correspond with the items of the order in question. They must also list any additional delivery and/or performance separately, with reference to the corresponding prior written order.
3. Unless otherwise agreed, invoices are to be paid either within 30 days net without discount or within 14 days with a 2% discount, at our discretion, provided that we have no complaints about the delivery/performance provided. This period commences on the date we receive the properly made out invoice and all the requisite documentation (e.g., material test certificates). Any payment delays due to the supplier not complying with the provisions of this § 8 are at its own risk and expense.
4. Payment of an invoice cannot be considered as a waiver of our rights in relation to the defectiveness of the products concerned, even if we should have known when paying the purchase price that the delivered products were defective.

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5. We are entitled to offset any amount we and our affiliates owe the supplier from any amount the supplier owes us, on any basis whatsoever, irrespective of whether that amount is due and payable.
6. For products whose purchase price is based on weight and which have not been officially weighed at the place of dispatch, the weight measured by us will determine the invoice amount.
7. The supplier is not entitled to assign its claims against us or have them collected by third parties without our prior written consent, which we will not refuse for unfair reasons.
8. The supplier is not entitled to any set-off nor does it have any right of retention.

## **§ 9 Goods, materials, drawings and other documentation provided**

1. The supplier must mark any items provided by us as our property and store them separately from other items to enable them to be identified as such without any doubt for the entire duration of storage as well as, to the extent technically possible and practicable for the supplier, while they are being processed. The supplier is liable to us for any loss of or damage to items provided by us. It must insure the items provided by us against fire, water damage, theft and similar damage at no less than their market value and at its own expense. The supplier must immediately notify us of any statutory or de facto impairment to the items provided by us.
2. Materials provided by us are treated and processed on our behalf and they remain our property while being treated and processed. The parties agree that we and the supplier will become co-owners of products that are manufactured using the materials or parts provided by us, based on the ratio between the value of the materials provided and the value of the whole product. This also applies if our property is destroyed as a result of mixing.
3. All documents, data sheets, formulas, drawings, samples, etc. that we provide to the supplier for it to issue an offer/quotation or to manufacture the product to be delivered remain our property; we reserve our copyright and all other existing intellectual (including industrial) property rights to such. The supplier is not entitled to use any information, ideas or other know-how contained in such property for purposes other than preparing an offer/quotation or for performing an agreement for us. The only exception to this is when the supplier was already aware of the information, ideas or other know-how before

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receiving them from us or when it obtains them lawfully at a later date by other means. The documentation, drawings, samples, etc. must be returned to us immediately upon request - without our asking for them if we do not issue an order in that regard - together with all copies and reproductions to the extent that the supplier does not have a legitimate interest in keeping certain documentation. The first and second sentences of this paragraph 3 apply equally to data sheets, formulas, drawings and other documentation prepared by the supplier according to our specific instructions.

4. The supplier will regard the documentation referred to in paragraph 3 as well as any other information it receives in connection with an order or its execution as a trade secret and will accordingly treat it as confidential. Therefore, the supplier may not use such documentation and information for any other purposes, nor hand it over or make it accessible to third parties in any form or manner whatsoever. This confidentiality obligation does not apply if the content of the documentation is generally known or it becomes known later without this being due to any unlawful act committed by the supplier.
5. The supplier must compensate us for any damage we suffer due to a breach by it of the obligations set out above in this § 9, unless it bears no liability in that regard.

## § 10 Quality assurance and control

1. The supplier must carry out quality assurance that is appropriate in type, nature and scope and in accordance with the state of the art, and it will provide us with evidence of that at our request. It will enter into a quality assurance agreement with us if we deem that necessary.
2. If the product to be delivered is intended as a raw material for the manufacture of our products, the supplier must take a representative sample of that product prior to each delivery and examine whether it meets the agreed specifications. The supplier will attach confirmation of the conformity of the relevant product to each delivery and will also keep a spare specimen of the sample taken by it. If the product to be delivered does not meet the agreed specifications, the supplier must notify us of that in writing. In that case, the supplier may only deliver products to us if, by way of an exception, we have given our prior written consent to that following such notification from the supplier.

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3. If a product that is to be delivered has to undergo quality control before purchase, then, in the absence of any arrangements to the contrary, we will only bear the personal costs (such as travel expenses) incurred by the party assessing that quality on our behalf, with the supplier bearing any other costs incurred in that regard.
4. However, if the quality assessor needs to carry out a second visit due to defects having been detected, all related and resulting costs will be borne by the supplier.

## § 11 Delivery assurance

1. Insofar as the products to be delivered have been developed especially for us, in particular if we have either directly or indirectly contributed to the costs of their development and/or the production resources involved, the supplier must deliver those products according to our needs and accept our orders for them for as long as we need them. We will notify the supplier in good time of the anticipated delivery volume, in accordance with our customer demand forecasts. However, the supplier may not require us to purchase specific quantities unless explicitly agreed otherwise.
2. In order to ensure the delivery of spare parts to us, the supplier undertakes to guarantee the continued delivery of spare parts for 12 years after our last order to the supplier for the product in question. If the supplier establishes within this period that it will not be able to fulfil this requirement, it must notify us without delay of the point at which it will no longer be able to continue to deliver and, insofar as it is unable to offer us any other options that are reasonable for us, 12 months before the production of such items ends it must enable us to purchase enough for our all-time requirements.

## § 12 Correspondence

1. Letters, notices of dispatch, invoices and other correspondence must always state our order number, the specific product description contained in the relevant order, and the date of the order. In the case of multiple orders, such correspondence will deal with each order separately.

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### § 13 Proofs of right of origin and sales tax, export restrictions

1. No later than upon delivery, the supplier will, at its own expense, provide us with all proofs of origin and/or preference required in individual cases (e.g., certificates of origin, supplier's declarations, transportation certificates, etc.) comprising all the information required in this regard, signed, together with other documents or evidence required for customs clearance. This also applies to the proof required in individual cases for foreign and intra-community deliveries under the Dutch Turnover Tax Act (Wet inzake omzetbelasting).
2. If a delivery is subject, wholly or in part, to export restrictions under Dutch or any other law, the supplier must immediately notify us of this. If an export licence is required for any delivery, the supplier is responsible for obtaining it.

### § 14 General provisions

1. If and as soon as the supplier is unable to meet its obligations, on time or properly, or ceases to make payments or it makes a payment arrangement with any of its creditors, or applies for a suspension of payments or insolvency or another party files an application for such, or third parties claim rights with regard to the supplier's property or an attachment is levied on its property, or the supplier proceeds to dissolve or liquidate its business, whether or not voluntarily, or the direct or indirect control over the supplier's business is transferred, we will be entitled, at our discretion, either to suspend any and all of our obligations to the supplier until it has met its obligations to us in full or to terminate the agreement wholly or in part, in all instances without court intervention, by sending a written statement to the supplier. We are obliged to exercise these rights within one month of being notified of any of the above circumstances. In such cases, we will not be liable to the supplier for any damage, costs or interest whatsoever, notwithstanding our right to claim full compensation.
2. All obligations between us and the supplier, these General Conditions and all extra-contractual obligations arising from or related to them are governed by Dutch law, with the exception of Dutch private international law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.
3. All disputes arising from or as a result of any agreement entered into by us or any offer or quotation received, requested offer or order placed and all orders to which these General Conditions apply, wholly or in part, or these General Conditions or any extra-contractual obligations arising from or related to them, will exclusively be settled by the competent

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.  
Chamber of Commerce Venlo No. 12040682

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VAT-IdNo. NL808425237B01

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Commerzbank Amsterdam  
IBAN NL 36 COBA 0637 0495 27  
BIC COBANL2X

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district court in Limburg, sitting in Roermond, the Netherlands, unless the parties agree otherwise in writing.

4. The place of performance of all contractual obligations is Venlo, the Netherlands, unless explicitly agreed otherwise in writing.
5. If any provision of these General Conditions or any provision under any agreement concluded with us to which these General Conditions apply is or becomes invalid or null and void, the validity of the remaining provisions will not be affected as a result. The invalid or null and void provision will be replaced by a valid provision that approximates as closely as possible the contracting parties' economic intentions at the time they concluded the agreement.
6. Any changes or amendments to any provision in these General Conditions are only valid if agreed in writing by the parties.

These General Conditions have been filed at the office of the Chamber of Commerce under numbers 12040682 (Peter Greven Nederland C.V.) and 12040529 (Peter Greven Nederland B.V.). The most recently filed version of them always applies.

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