

KONINKLIJKE TALENS B.V. GENERAL TERMS AND CONDITIONS OF PURCHASE (version 2021)

1. Applicable conditions

- a.** These General Terms and Conditions of Purchase (the "General Conditions") govern all requests for quotations and all orders and agreements regarding the delivery of goods, the performance of work/extra work, and the provision of services (jointly referred to below as "Delivery") for the benefit of Koninklijke Talens B.V. (referred to below as "Talens") by a contracting party (referred to below as the "Supplier").
- b.** Any departures from or additions to these General Conditions will require Talens's express written consent.

2. Order and order confirmation

- a.** Talens reserves the right to revoke any order it has placed if the Supplier fails to confirm the order in writing in the form of an order confirmation within five working days after receiving the order.
- b.** If the order confirmation differs from the original order, Talens will be bound only after it has expressly agreed to the difference in writing.
- c.** Acceptance by Talens of deliveries or performances and payments made by it in that respect do not imply acknowledgement of the differences.
- d.** The Supplier is not entitled to claim any suspension and/or set-off.

3. Price, invoicing and payment

- a.** The agreed price is fixed, denominated in euros and exclusive of VAT.
- b.** Invoices must state the number of the order, the project number and/or any other codes in accordance with the order. Talens may suspend its payment obligation for as long as that information is missing.
- c.** Duplicates of an invoice must be marked as such.
- d.** The Supplier should preferably invoice Talens in electronic form, using the e-mail address stated for that purpose by Talens.
- e.** Talens will make payment within 60 days after receipt of the Delivery and receipt of all related documentation, operating instructions, drawings and quality and warranty certificates, and after correct invoicing, unless otherwise agreed in writing.

4. Changes; additional work and cancelled work

- a.** Talens may change the scope of the Delivery, also if that gives rise to additional work or cancelled work.
- b.** If the Supplier believes that the change will have consequences for the agreed price or delivery period, it must immediately inform Talens accordingly in writing and, in the case of additional work, must submit a written quotation stating the price and the term involved, as well as the consequences for the other work/extra work to be performed by the Supplier.
- c.** The Supplier may not perform additional work until Talens has given written instruction. Additional work in any event does not include extra work that the Supplier could or should have foreseen on the conclusion of the agreement and that is necessary in order to provide the agreed performance(s) and functionality/functionality or that are due to breach on the part of the Supplier.

5. Quality and properties of the Delivery

The Supplier warrants that:

- a.** The Delivery will be entirely in accordance with the conditions recorded in the agreement, the specifications, drawings and calculations provided, and Talens's reasonable expectations regarding the properties, quality and reliability of the Delivery and warrants that the Delivery will be free of defects;
- b.** the Delivery will be suitable for the purpose for which it is intended by its nature or as apparent from the agreement or order;

- c.** the Delivery will meet the terms and standards that are customary in the trade or industry sector in question;
- d.** the Delivery will be performed by the Supplier and its employees in accordance with all applicable Dutch and international legislation and regulations (regarding e.g. quality, safety, health and the environment) and that the Delivery will meet all applicable Dutch and international legislation and regulations. Dutch and international legislation and regulations include but are not limited to all legislation and regulations in the EU countries, the EFTA countries, the USA and Canada. If reference is made in the agreement to technical, safety, quality, environmental or other regulations, or to documents that are not enclosed with the agreement, the Supplier is deemed to be familiar with them, unless it immediately informs Talens otherwise in writing. Talens will then provide the Supplier with further information regarding those regulations and documents;
- e.** during the term of an agreement its employees and any third parties engaged by it will meet and will continue to meet the agreed qualifications regarding training, expertise and experience;
- f.** the Supplier and its employees will strictly comply with the company rules and regulations of Talens;
- g.** the Delivery will be performed within the agreed period;
- h.** in addition to 5a to 5g, in the case of a delivery of goods: that the goods will be free from encumbrances;
- i.** in addition to 5a to 5g, in the case of the performance of work/extra work and/or the provision of services: (i) that they will be performed or provided by skilled employees, using new materials; (ii) that they will be performed or provided by or on behalf of the Supplier in a professional and uninterrupted manner; (iii) insofar as no further description has been provided of the requirements that the work/extra work performed and/or services provided must meet, that they will in any event at all times be of sound quality and will in any event meet the customary standards of quality, soundness, effectiveness and professionalism.

6. Performance of work/extra work and /provision of services

- a.** Unless otherwise agreed in writing, the Supplier itself must arrange for all the tools required in order to perform the agreement, which must be of sound quality and must meet the applicable statutory requirements and regulations.
- b.** The Supplier may make use of Talens's tools only with Talens's permission. Such use will be for the Supplier's risk and the Supplier will be fully liable for any resulting loss.
- c.** The Supplier must indemnify Talens against any third-party claims in this regard.

7. Transfer of rights and obligations; outsourcing

- a.** Without Talens's prior written consent the Supplier may not outsource all or part of the Delivery to third parties and may not transfer all or part of its rights and obligations under the agreement.
- b.** The Supplier must indemnify Talens against any third-party claims in this regard.

8. Packaging and shipment

- a.** The Supplier must package the goods to be delivered as economically, safely and carefully as possible, and in such a way that the shipment is manageable during transport and unloading.
- b.** The Supplier must ensure that the Delivery reaches its destination in good condition.
- c.** The Supplier must enclose a packing list with the shipment, stating the contents of the shipment.
- d.** The Supplier must state the references and markings prescribed by Talens on the shipment.
- e.** A Delivery must meet the conditions recorded in the "General logistic conditions Royal Talens"; Talens has provided the Supplier with a copy of that document. In the event of conflict between the terms of that document and

the General Conditions, the terms of the General Conditions shall prevail and take precedence.

- f. Talens may (free of charge) reject a Delivery that does not meet the requirements in 8a to 8e.
- g. At Talens's instruction all packaging must be removed by the Supplier and at its expense. (Return) packaging will be returned for the Supplier's account and risk.

9. Passing of title and risk

- a. Unless otherwise agreed in writing, the Delivery will be 'Delivered Duty Paid', in accordance with the version of the Incoterms that applies on the date of the order, notwithstanding the provisions of these General Conditions.
- b. Partial deliveries will not be permitted without Talens's written consent.
- c. The delivery date, dates or period(s) in the agreement will be strict deadlines and will apply to the entire Delivery, including the related drawings or other documents.
- d. If circumstances occur on the basis of which it is likely that the agreed delivery date, dates or period will be exceeded, the Supplier must immediately inform Talens accordingly.
- e. If the Supplier exceeds the agreed delivery date, dates or period(s), Talens may impose a penalty on the Supplier, without any prior notice of default, of 1% of the price of the Delivery, per calendar week or part of a calendar week, subject to a maximum of 10%, which will be immediately payable on the date on which it is imposed. The imposition, collection or set-off of that penalty will be without prejudice to Talens's right to demand specific performance, damages, dissolution (*ontbinding*) and/or other remedies.
- f. Title to the Delivery will pass from the Supplier to Talens the moment the risk passes in accordance with the agreed Incoterm in question. In other cases the moment the Supplier grants Talens possession of the Delivery.
- g. If Talens provides or is deemed to have provided the Supplier with items for the benefit of the Delivery, they will remain or become Talens's property and the Supplier must keep those items in its possession, clearly marked at Talens's property, and must provide Talens with a declaration of ownership at its request.

10. Inspections

- a. Talens may have the Delivery inspected at any time of its choice by officers designated by it for that purpose. The Supplier must fully cooperate in such inspections.
- b. Talens may have the Delivery inspected on delivery at the agreed place before acceptance.
- c. If the Delivery is rejected, Talens will inform the Supplier accordingly and Talens may, at its option, demand replacement or repair or may dissolve or cancel the agreement, notwithstanding Talens's entitlement to damages.
- d. All costs related to inspections and reinspections will be payable by the Supplier, except for the costs of the inspection officers designated by Talens.
- e. If goods are damaged or deformed or are used in whole or in part in the inspection by Talens, no compensation will be awarded in the event of rejection and no free-of-charge replacement will be claimed in the event of acceptance.

11. Goods returned and rejected

The Supplier may not sell to third parties any goods that Talens rejects or returns to the Supplier, if in Talens's opinion those goods can be traced to Talens (and/or its trademarks) or have been customised; such goods must be destroyed by the Supplier at its expense.

12. Warranty

- a. If it is established during the warranty period that the Delivery does not meet the conditions set out in Article 5 of these General Conditions, the Supplier must at Talens's option, immediately replace, repair or reperform the

Delivery on demand, notwithstanding the other rights vested in Talens by law.

- b. If the Supplier fails to perform its warranty obligations, Talens may, at the Supplier's expense, replace, repair or re-perform the Delivery, with or without the help of third parties, notwithstanding the other rights vested in Talens by law. If Talens exercises this right, it will inform the Supplier accordingly beforehand, insofar as possible.
- c. If the parties have not agreed on a warranty period, the warranty period will be 36 months from the date of delivery or completion.
- d. In addition to the aforesaid period, a warranty period of 60 months from the date of delivery or completion applies to a defect or defects that cannot reasonably be discovered, when used normally, within the warranty period of 36 months in the case of capital goods, including but not limited to productive assets such as machines.
- e. A new warranty period, equal to the original warranty period, applies to replaced, repaired or re-performed parts of a Delivery.

13. Dissolution (*ontbinding*)

- a. Notwithstanding the other rights vested in Talens, Talens may dissolve the agreement in whole or in part by means of a written statement, without any further notice of default being required, if:
 - (i) the Supplier fails to perform one or more obligations under the agreement;
 - (ii) the Supplier is declared insolvent, applies for a suspension of payment, shuts down or winds up its business, or if attachment is levied on a significant part of its assets;
 - (iii) the direct or indirect control over the Supplier, e.g. at direct or indirect management and/or shareholder level, changes in whole or in part; or
 - (iv) the Delivery is rejected after an inspection or reinspection.
- b. In the event of dissolution the Supplier will bear the risk in products already delivered. Those products will then be available to and must be collected by the Supplier.
- c. The Supplier must immediately refund any amount already paid by Talens under the dissolved agreement.

14. Liability

- a. The Supplier will be liable for any and all loss incurred by Talens as a result of non-performance, late performance or improper performance of the agreement that is attributable to the Supplier and for breach of any other contractual or non-contractual obligation.
- b. The Supplier must indemnify Talens against any third-party claim in that regard.
- c. Also if Talens has given written permission to engage third parties, the Supplier will remain fully liable for the actions and omissions of those third parties.
- d. The Supplier must indemnify Talens against any third-party claim in that regard.
- e. The Supplier must take out and maintain adequate insurance in respect of its liability towards Talens under the law and/or the agreement and must furthermore take out and maintain insurance against all risks in its operations that can be insured on normal conditions.
- f. At Talens's request the Supplier must immediately provide Talens with the insurance policies and proof of payment of the premiums in question, or certified copies thereof.
- g. The Supplier hereby assigns to Talens beforehand all claims regarding insurance payments insofar as they relate to loss for which the Supplier is liable towards Talens.

15. Intellectual property rights

- a. Talens will become the owner of all intellectual property rights, including but not limited to patent rights, copyrights, trademark rights, domain name rights, trade name rights and registered and unregistered design rights that govern the Delivery.

b. If and insofar as certain intellectual property rights regarding the Delivery already existed before the conclusion of the agreement and the Supplier believes that it is therefore unreasonable for Talens to become the owner of those specific intellectual property rights in accordance with the provision in (a) of this Article 15, the Supplier must inform Talens accordingly in a timely manner and in writing before the conclusion of the agreement. Talens and the Supplier will then consult and agree in more detail on who will become the owner of the intellectual property rights in question regarding the Delivery that already existed before the conclusion of the agreement. If the Supplier fails to inform Talens of its objections in a timely manner and in writing before the conclusion of the agreement, the provision in (a) of this Article 15 will apply in full and Talens will also become the owner of those intellectual property rights regarding the Delivery that already existed before the conclusion of the agreement.

c. Talens will become the owner of all intellectual property rights that arise from and/or are due to and/or are otherwise related to the performance of the agreement by the Supplier, its employees or third parties engaged by the Supplier in the performance of the agreement.

d. At Talens's first request the Supplier will (free of charge) do any and all things that are necessary and/or useful to ensure that Talens becomes the sole owner of the aforesaid intellectual property rights.

e. Insofar as the aforesaid intellectual property rights cannot be transferred to Talens and/or insofar as the law does not allow transfer, the Supplier hereby grants Talens a free-of-charge, worldwide, perpetual, irrevocable, non-terminable and sublicensable right to use those intellectual property rights in the broadest possible sense, which right Talens hereby accepts. The Supplier must inform Talens clearly, in a timely manner and in writing before the conclusion of the agreement if it does not have the intellectual property rights and furthermore warrants in that case that it has been authorised by the rightful owner to grant the licence described above. The Supplier must at all times (free of charge) make every effort to ensure that Talens can exercise the aforesaid intellectual property rights in the manner it desires, free of charge, unhindered and in the broadest possible sense. The Supplier must refrain from doing anything that might stand in the way of such use by Talens.

f. Talens may make changes or cause changes to be made in the Delivery and may publish them or cause them to be published under the name of its choice. The Supplier, its employees and third parties engaged by the Supplier in the performance of the agreement will not have a right of attribution. Insofar as the Supplier's personality rights within the meaning of Section 25 of the *Auteurswet* (Copyright Act) are not transferable, the Supplier hereby waives those rights, insofar as permitted by law. The Supplier will ensure that its employees and any third parties engaged by the Supplier in the performance of the agreement also do not rely on any personality rights they may have.

g. The Supplier must refrain from making any registrations or causing any registrations to be made regarding the aforesaid intellectual property rights, unless Talens has given its express prior written consent.

h. All documents, materials, files and information made available to the Supplier by Talens, such as reports, advice, designs, moulds, samples, sketches, drawings, pictures, photographs, videos, software, etc., will remain Talens's property and may be used by the Supplier only in performing the agreement.

i. Without Talens's prior written consent the Supplier may not multiply, publish, commercialise or disclose those documents and information, or make them available to third parties.

j. The Supplier must return the aforesaid documents and information to Talens (free of charge) after performing the agreement and otherwise at Talens's first request.

k. Any documents, materials, files and information produced by the Supplier in the performance of the agreement, such as reports, advice, designs, moulds, samples, sketches, drawings, pictures, photographs, videos, software, etc., will become Talens's property and must be made available by the Supplier to Talens free of charge at its first request.

l. The Supplier warrants that the performance of the agreement, the Delivery and the use made of it, and/or the intellectual property rights governing the Delivery and/or related to the performance of the agreement do not infringe any third-party rights. The Supplier must indemnify Talens against any and all third-party claims in this regard and must reimburse any loss incurred as a result or in that regard by Talens at Talens's first request.

16. Confidentiality

a. Notwithstanding any disclosure obligations imposed by or under the law, the Supplier undertakes not to publish or to disclose to any third parties other than those involved in the performance of the agreement (i) Talens's identity; (ii) the subject of the agreement; (iii) the fact that the agreement is being performed by the Supplier; and (iv) all direct or indirect information provided by or on behalf of Talens, related to the agreement and to Talens, and all information and results obtained in respect of the agreement, without Talens's prior written consent.

b. The Supplier warrants that its employees and any third parties engaged by the Supplier in respect of the Delivery will act accordingly.

c. Without Talens's prior written consent the Supplier may not use Talens's name in advertisements, on its website or in any other commercial communications.

d. If the Supplier acts in breach of this article, Talens may impose a penalty on the Supplier, without any further notice of default being required, in the maximum amount of € 50,000. The imposition, collection or set-off of that penalty will be without prejudice to Talens's right to demand specific performance, damages, dissolution and/or other remedies.

17. Translations of these General Conditions

The Dutch language version of these General Conditions is legally binding in case of any inconsistencies between the Dutch version and any translations.

18. Governing law and disputes

a. Agreements between Talens and the Supplier are governed by Dutch law (to the exclusion of the Vienna Sales Convention (CISG)).

b. Any and all disputes between Talens and the Supplier will be settled exclusively by the competent (Dutch) court of the place in which Talens has its registered office.