

GENERAL PURCHASING TERMS AND CONDITIONS OF VAN LOON GROUP (MPR INVEST B.V.)

Clause 1. Definitions

In these general purchasing terms and conditions, the following definitions apply, regardless of whether the defined term is used in the singular or the plural:

customer: Van Loon Group, the private company with limited liability MPR Invest B.V., established and having its registered office at Ekkersrijt 8825, 5692 JW Son, the Netherlands and registered with the Dutch Chamber of Commerce under reference number 17093692 and its group companies, such as the group companies referred to on the website www.vanloongroup.com;

supplier: the customer's counterparty, being the legal or natural person with whom the customer has entered into the agreement or the legal or natural person who performs a (legal or other) action for the benefit of the customer or the legal or natural person to whom quotation requests, orders and agreements relating to the delivery of tangible or intangible items and/or services to, and the performance of ancillary work for the benefit of, the customer are directed;

parties: the customer and the supplier;

items: all services and/or (tangible or intangible) objects (goods) that are the subject of any negotiation, offer, quotation, agreement or other (legal or other) action in the relationship between the parties;

agreement: any obligation between the customer and the supplier relating to the delivery of items by the supplier to the customer;

delivery: putting any one or more items into the possession of, or under the control of, the customer, including the performance and completion of services;

services: all work and other activities to be supplied by the supplier that are the subject of any negotiation, offer, quotation, agreement or other (legal or other) action in the relationship between the parties;

equipment: all vehicles, equipment components, machines, scaffolding and parts thereof, consumables and the like that the supplier uses in the performance of the agreement, but excluding the items that have to be processed in the tangible objects to be created;

materials: items that are processed in the tangible objects to be created or used in the performance of the work, excluding the equipment to be used.

Clause 2. Applicability

- 2.1. These general terms and conditions apply to all legal relationships - including future relationships - between the customer and the supplier in any capacity, including relationships in which the customer purchases items from the supplier or the supplier supplies items to the customer, as well as any statements to be made in that context such as negotiations, offers, applications, assignments, orders, quotations, order confirmations and other (legal or other) actions in the relationship between the customer and the supplier.
- 2.2. These general purchasing terms and conditions constitute an integral and inextricable part of every order placed by the customer for the delivery of items and/or services.
- 2.3. The customer explicitly rejects the applicability of the supplier's general terms and conditions.
- 2.4. Unless explicitly provided otherwise in the agreement, the customer's rights under these general terms and conditions accrue to the customer without prejudice to all other rights under the agreement and under the law.
- 2.5. In the event of any inconsistency and/or uncertainty, the following successive order of precedence shall apply: (i) the agreement, (ii) the order and (iii) these general terms and conditions.

Clause 3. General

- 3.1. Orders and agreements and any amendments or additions to the same shall be made in writing. Any variations to these general terms and conditions or to the agreements made between the parties are only valid if they have been explicitly confirmed in writing by the customer.

- 3.2. Oral agreements, including any resulting amendments or additions to these purchasing terms and conditions, only have legal effect if they have been confirmed in writing by the customer.
- 3.3. The requirement for communications to be in writing shall also be deemed to be satisfied if they are sent by electronic means.

Clause 4. Orders and order confirmations

- 4.1. All offers and quotations by the supplier are irrevocable and valid for at least 90 days, unless otherwise agreed in writing.
- 4.2. An agreement is created by the supplier's acceptance of an order by the customer. Without prejudice to the provisions of these terms and conditions, acceptance takes place by confirmation of the order either in writing or by electronic means. If the supplier has not responded within 5 days, or the supplier has commenced performance of the order before that time, they will be deemed to have accepted the order and the agreement will be created. An agreement may also be created by the customer sending an order confirmation to the supplier.
- 4.3. Cost estimates are binding and no additional compensation will be made, unless explicitly agreed otherwise.
- 4.4. The customer is entitled to cancel the order at no charge as long as the supplier has not accepted the order in writing.
- 4.5. The supplier will not receive any reimbursement for visits or for preparing quotations, projects, drafts or samples.

Clause 5. Delivery

- 5.1. The agreed delivery time constitutes a strict deadline and if this deadline is exceeded then the supplier is in default without any further notice of default. The supplier must notify the customer immediately in writing in the event of any impending risk that the delivery time will be exceeded. The supplier is liable for this delay under the agreement and under statute. In the event of a delay in delivery by the supplier, the customer is entitled to demand a contractual penalty from the supplier in the amount of 0.2% of the net order amount for each calendar day of delay, up to a maximum of 5% of the net order amount. The customer reserves the right to claim from the supplier any other damage and/or loss relating to the delayed delivery.
- 5.2. Items and services must be delivered and transported in the manner stated in the order or otherwise indicated by the customer in writing or by electronic means or, in the event that the customer engages a freight forwarder or carrier in respect of the items to be delivered, in the manner indicated by the relevant freight forwarder or carrier. If the instructions given by a freight forwarder or carrier engaged by or on behalf of the customer differ from any other instructions given by or on behalf of the customer, the supplier must discuss with the customer in advance which instructions should be followed. Any additional costs arising from not adhering to the agreed method of transport are payable by the supplier. Deliveries that are not consistent with the agreements and orders are only permitted if approved in writing by the customer in advance.
- 5.3. The agreed deadlines and dates are binding. The date on which the customer receives the items and/or the services are completed in accordance with the agreement determines whether the delivery deadlines and dates have been complied with in good time.
- 5.4. If the supplier foresees difficulties relating to production, delivery, compliance with the delivery deadline or similar issues that might inhibit the supplier's ability to deliver in good time or to the agreed quality standards, the supplier must inform the customer immediately in writing.
- 5.5. Unconditional acceptance of a delayed delivery or service does not constitute the customer having renounced any claims to which it may be entitled as a consequence of that delayed delivery or service. The customer is entitled to postpone delivery. In that case, the supplier shall store, preserve, secure and insure the items in a properly packaged, separated and identifiable manner.
- 5.6. Unless explicitly agreed, partial deliveries are not permitted. In the case of return shipments, the supplier will bear the costs and will be deemed to continue to bear all risk with respect to the items throughout.
- 5.7. Quantities, weights and measurements are determined by the values established by the customer during its inspection of the incoming items.
- 5.8. Any reference to trade terms (such as DAT, DAP or DDP) will be deemed to be made to the relevant term in the latest version of the Incoterms, published by the International Chamber of Commerce, to the version valid on the starting date of the agreement.
- 5.9. The supplier warrants to the customer that each delivery:

- a. Is entire and complete and takes place according to the agreed conditions;
 - b. Complies with all current and applicable laws and regulations;
 - c. Is packaged as economically, safely and carefully as possible and in such a way as to enable handling of the delivery during transport and unloading;
 - d. Bears all printing and marking indicated and desired by the customer;
 - e. Has packaging suitable for reuse or recycling;
 - f. In terms of packaging, transport, storage and processing, satisfies in all respects and complies with the applicable laws and regulations, including with regard to safety, environment, food safety and working conditions.
- 5.10. With respect to services, the following applies in addition to Clause 5.9:
- a. The performance of services by the supplier will take place at the agreed location and within the period agreed for this.
 - b. When carrying out the services, the supplier will adhere strictly to the customer's instructions.
 - c. If the customer and the supplier have agreed that a certain person or persons will carry out the services, the supplier is not permitted to replace that person or those persons with anyone else except with the customer's prior written permission.
 - d. If the customer requests the supplier to replace any one or more persons who have been appointed by the supplier to carry out the services - due to reasons involving progress, the level of service provision or otherwise - the supplier will make a proposal for replacement within 14 days following receipt of the request.
 - e. If an amount (or maximum amount) or a maximum number of hours has been agreed for the provision of the services, then the excess shall be at the expense and risk of the supplier and the customer is not obliged to pay the additional costs.
 - f. Except as explicitly agreed otherwise in writing, the supplier's obligations are obligations to achieve a result, not merely obligations to make efforts.
 - g. If the supplier believes that a change to the order by the customer has consequences for the agreed price or delivery time, the supplier will inform the customer of this immediately and in writing and in the event of extra work issue a written quotation with respect to the price and time period associated with this, as well as the consequences for the remaining activities to be carried out by the supplier. The supplier will only carry out any extra work after receiving a written instruction from the customer. Extra work shall not in any event include additional works that the supplier could or should have foreseen at the time of entry into the agreement in order to deliver the agreed performance(s) and feature(s) or that are the consequence of any shortcoming on the part of the supplier.
- 5.11. In the event of delivery taking place earlier than agreed, the customer reserves the right to return the items at the expense and risk of the supplier. In the case of early delivery, if no return takes place, then the items may be stored at the expense and risk of the supplier until the agreed delivery date either at the customer's premises or at an external warehouse engaged by the customer.
- 5.12. For the supply of foodstuffs, all substances used in the food production, foodstuff packaging materials and other materials that come into contact with foodstuffs during the production or packaging process, the product packaging and transport packaging and the transport equipment used should be in a perfect state of hygiene. In particular, the supplier warrants that the product packaging is free of any type of foreign components, that the migration limits specified in the consumer affairs regulation are not exceeded and that the packaging components conform to the specifications in the agreement. All shipments must be labelled in accordance with the relevant specifications in the agreement and current legislation.

Clause 6. Packaging, transport and packing materials

- 6.1. The customer is entitled at all times to return the transport and other packaging material at the supplier's expense.
- 6.2. Processing or destruction of transport and other packaging material is the responsibility of the supplier. If packaging materials are processed or destroyed at the request of the supplier, this takes place at the expense and risk of the supplier.
- 6.3. The supplier shall maintain on a daily basis an accurate packing materials record with respect to the packing materials supplied and collected by the customer. In response to the customer's first request, the supplier will produce the packing materials record (updated with a backlog of

no more than 1 week since the last delivery). The parties will invoice each other for packing materials.

- 6.4. The supplier will deliver the items packed as economically, safely and carefully as possible and in such a way as to enable handling of the delivery during transport and unloading. The supplier will place the printed markings requested by the customer on the items to be delivered.
- 6.5. If there are safety information leaflets, instructions, guidelines or other documentation for a delivery or for the packaging, or these are usual or required under any laws or regulations, the supplier will always deliver these immediately (if appropriate, with the relevant items).
- 6.6. The supplier will mark the shipment with the order reference number provided by the customer and the number of colli, as well as correct name and address details for the delivery address. A packing list will be attached to the outside of the colli, stating the contents of the shipment. Any deliveries that do not satisfy these requirements may be refused by the customer.

Clause 7. Price and invoicing/payment

- 7.1. All prices are exclusive of VAT and inclusive of all other government charges and also include all costs according to the latest version of the applicable Incoterms and all costs associated with compliance with the supplier's obligations under the agreement.
- 7.2. The prices for items are in principle based on 'Delivery Duty Paid' ("DDP") at the location provided by the customer in accordance with the latest version of the 'Incoterms', including all packaging costs, unless otherwise agreed in writing.
- 7.3. Changes to salaries or cost prices of raw materials or other materials and/or changes to exchange rates that are related to the agreed performance will not be charged on to the customer. The prices are fixed as previously agreed and the customer will pay for the delivered items and services the price stated in the agreement, or a lower price set by the supplier for the delivery of comparable items after the order was placed, unless the agreement describes the circumstances that can result in price adjustments and provides how the adjustment will take place.
- 7.4. Invoices must be sent to the customer's agreed invoice address, referring to the full order reference and complying with the customer's instructions. Invoices that are incorrect or not correctly submitted will only be deemed to have been received by the customer from the time when they are supplied in a rectified and correct form. With the exception of invoices that are disputed by the customer, payment of the invoice, including VAT, will take place following verification of the invoice within the agreed period following receipt of a correct invoice and approval of the items on it by the customer. Where payment is made within 14 days, the customer will receive 3% discount on the invoice amount. Payment will be made in the agreed currency.
- 7.5. The payment period commences at the time of delivery to the customer's agreed location (or another place indicated by the customer) or, in the case of partial deliveries and/or acceptance, after the day on which the last items or services are received and accepted or on the date of receipt of the invoice, if this occurs after the delivery and acceptance (or final delivery and acceptance) as referred to above. The payment date is the date on which the customer gives its payment instruction to the bank.
- 7.6. In the event that the customer identifies and/or suspects any defect in the items or any processing of the same, the customer is entitled to suspend performance of any obligation that it owes on any basis to the supplier. To the extent that the supplier is obliged to supply documentation, instructions for use or certificates regarding material tests, the payment period for invoices will not commence until these documents or certificates have been received in full.
- 7.7. The customer is entitled to reduce the invoice amount by any sums that the supplier owes to the customer. The customer is entitled at all times to set any amount it owes to the supplier off against claims owed to it by the supplier on any basis. The customer is also entitled to set any claims, including amounts that have become payable on demand, owed to it by the supplier off against claims owed to the supplier by companies affiliated to the customer.
- 7.8. Payment by the customer in no way constitutes a waiver of rights. Non-payment, suspension or set off by the customer does not entitle the supplier to suspend performance.
- 7.9. The supplier is not entitled to set off unless explicitly agreed otherwise.

Clause 8. Transfer of ownership and risk

- 8.1. Ownership of the items transfers to the customer after they have been delivered, completed, paid for and if necessary processed and/or installed (depending on which event occurs first).

- 8.2. In the event that the customer makes materials, such as raw materials, consumables, tools, equipment, drawings, specifications, services and software, available to the supplier for the fulfilment of their obligations, these remain the property of the customer. The supplier shall store these separately from objects belonging to themselves or to third parties. The supplier will mark them as the property of the client.
- 8.3. At such time as materials, such as raw materials, consumables and software, belonging to the customer are processed in goods belonging to the supplier, this constitutes a new item owned by the customer and the supplier shall keep these new items as the property of the customer and provide the customer with an ownership certificate if desired. To the extent necessary these general purchasing terms and conditions qualify as a deed of transfer within the meaning of the Dutch Copyright Act. This applies without prejudice to the following subclause.
- 8.4. The risk with respect to the items transfers to the customer at such time as delivery and subsequent approval and acceptance of the items have occurred in accordance with these purchasing terms and conditions.
- 8.5. Items created by amalgamation, mixture or otherwise become the property of the customer at the time when they are created. The supplier is deemed to have designed or composed the items for the customer.

Clause 9. Quality

- 9.1. In respect of the items that the supplier has delivered, the supplier warrants to all persons for a period of at least three years:
 - a. In the case of the delivery of items, that they are of good quality and free of any defects (including, but not limited to, errors relating to the design, the materials and the manufacture) and, in the case of the provision of services, that they are provided in a manner that complies with the level of professionalism and the most recent technical standards as may be expected of a first class service provider and carried out by expert staff with the highest level of professionalism and quality and using new materials;
 - b. That they comply in full with the provisions of the agreement, the specifications given and/or provided and the customer's reasonable expectations in terms of the properties, quality and performance of the items;
 - c. That they are suitable for the purpose for which the items are intended as apparent from the nature of the item or from the order or instructions and/or suitable for the customer's intended use of them of which the supplier acknowledges that it is aware or of which the supplier has been informed in writing by the customer in advance;
 - d. That they comply with the current legal requirements in the Netherlands and the EU and the other applicable (national or international) governmental requirements including requirements relating to food safety, health and animal welfare;
 - e. That they comply with the usual norms and standards in the relevant trade or industry sector (including but not limited to: HACCP regulations);
 - f. In terms of design, construction, production, packaging, storage, processing and materials, they comply with all applicable laws and regulations, terms and conditions and customary requirements.
- 9.2. The supplier warrants that they are capable of fulfilling their obligations under the agreement, including that they have all permits, consents, waivers, certifications and qualifications that are necessary or desirable in order to carry out the services and deliver the items and to fulfil the other obligations under the agreement.
- 9.3. If the agreement refers to technical, safety, quality, food safety, animal welfare, health, environmental or other requirements and documents that are not attached to the agreement, the supplier is deemed to be familiar with the same. The supplier will make active endeavours to ensure that their products, packaging, methods, raw materials and consumables do the least possible harm to the environment.
- 9.4. The supplier will ensure at its own expense that the consents, permits or licences necessary for performance of the agreement are acquired in good time and that their terms and conditions are complied with.
- 9.5. The supplier warrants that if requested by the customer they will supply within 24 hours test reports, certificates of origin and other relevant documents as evidence that the items delivered or to be delivered comply with the provisions of Clauses 9.1 to 9.4. The supplier consents to the customer sending these documents to the competent authorities and other third parties if and to

the extent that the customer reasonably believes that this is necessary to demonstrate that the items delivered comply with the relevant requirements.

Clause 10. Shortcomings

- 10.1. Acceptance of services only occurs after an inspection has been carried out to identify any defects present, in particular to assess the accuracy and completeness of the delivery to the extent that and as soon as this is relevant in the context of normal business operations.
- 10.2. The customer has the right to have the items inspected or audited at the supplier's premises before the time of delivery by officials it has appointed for that purpose. The supplier must provide all necessary cooperation with this. The supplier cannot derive any rights from the results of advance testing. The customer has the right to inspect the items on delivery at the agreed location prior to acceptance. If items are rejected, the customer will inform the supplier of this and the customer may, at its discretion, require replacement or repair or proceed to dissolve or cancel the agreement. In each case, the customer's entitlement to compensation is unaffected. All costs associated with inspection and reinspection are payable by the supplier, other than the costs of the inspection officials appointed by the customer. However, in the event of rejection, the costs of these inspection officials are also payable in full by the supplier. If the customer does not reject a delivery, carry out testing or inspection or waives inspection and/or acceptance, this does not result in any of the customer's rights ceasing to apply. The supplier cannot use any inspection or the absence of an inspection as evidence against the contract in the event that the customer seeks to rely on the warranty or any of the customer's other rights under the agreement.
- 10.3. The customer will report any defects encountered after their discovery. In this context, the supplier declares that they will not make any objection to delayed reporting of defects: failure to report defects in good time does not result in any rights ceasing to apply. Articles 7:23 and 6:89 of the Dutch Civil Code do not apply. If items are rejected, the customer will inform the supplier of this and the customer may, at its discretion, require replacement or repair or proceed to dissolve or cancel the agreement. In each case, the customer's entitlement to compensation is unaffected.
- 10.4. The statutory provisions concerning defects in relation to quality and defective title apply, except as provided otherwise in the agreement or in these terms and conditions.
- 10.5. If in the opinion of the customer what is delivered under an agreement (or some of it) does not comply with the requirements imposed by the customer or with the customer's reasonable expectations, is not identical to the reference samples and specifications approved by the customer or otherwise fails to be delivered in accordance with the provisions of the agreement, or does not satisfy the requirements described in Clauses 5 or 9, the customer will inform the supplier of this and the customer is entitled to return the defective items delivered at the supplier's expense or to require repair or re-execution and/or the supplier will take the items back at its own expense on the first written request of the customer. If the customer has already paid for the items that have been delivered in a defective state, the supplier will refund the relevant amount to the customer on the first request of the customer. The customer is also entitled to dissolve the agreement with immediate effect, by registered letter and without any further notice of default, without prejudice to all the customer's other relevant rights, including the right to compensation.
- 10.6. In the event that the supplier does not immediately start to remedy the defect when asked to do so, then in urgent situations, in particular to avert immediate danger or to prevent more damage and/or loss, the customer is entitled to remedy the defect itself (or arrange for the defect to be remedied) at the supplier's expense.
- 10.7. In the case of defective title, the supplier will also indemnify the customer against potential claims by third parties.
- 10.8. The limitation period for claims arising from defects is three years, except in the case of fraudulent misrepresentation. The limitation period commences at the time of delivery of the item (transfer of risk).
- 10.9. If the supplier complies with their additional performance obligation by delivering a replacement item, the limitation period for the items delivered as replacement starts again after the delivery of that replacement item.
- 10.10. If the customer incurs costs due to the defective delivery of the item, in particular costs for transport, shipping, labour, installation and removal, materials or testing of incoming items that exceed the normal testing levels, then those costs are payable by the supplier.

Clause 11. Epidemic defects and recalls

- 11.1. If 5% or more than 10 items in a delivery or batch or of a product and/or service with the same origin or type delivered by the supplier within a period of 6 months exhibit identical or equivalent defects, all such products and services delivered in the relevant period will be regarded as defective and inconsistent with the agreed warranties and terms and conditions. In addition to the consequences arising from this including those described in Clauses 9 and 10, the customer is entitled to have all similar products and services in the relevant period repaired and/or reimbursed at the expense and risk of the supplier. The only exception to the above is if and to the extent that the supplier is able to demonstrate to the reasonable satisfaction of the customer that the relevant defect and/or inconsistency only occurs in specific traceable and clearly identifiable services and products, following which the above applies with respect to those specific products and services and the supplier is obliged to compensate these in accordance with the agreed warranties and provisions in this agreement. The scope of this clause includes any recall campaign initiated by the government, any authority, any of the customer's clients or any other party with respect to an item delivered by the supplier, either pursuant to an epidemic defect or otherwise, in which context the supplier will indemnify the customer against any negative effect suffered by either the customer or any third party involved.
- 11.2. Prior to any recall campaign resulting entirely or partially from a defect in an item delivered by the supplier, the customer will inform the supplier of this and discuss the efficient implementation of a recall campaign with the supplier, unless it is not possible to inform or cooperate with the supplier due to the urgency of the specific case. All costs involved in the recall campaign are payable by the supplier insofar as that recall campaign is the consequence of or is connected with a defect in an item delivered by the supplier.

Clause 12. Intellectual and industrial property rights and documentation

- 12.1. The supplier is not permitted to disclose to third parties the commercial and technical information made available by the customer (including features that may be deduced from objects, documents or software that are provided and any other knowledge or expertise), for as long as and to the extent that it has not been proven that this information is public knowledge. The information may only be made available to those persons within the supplier's control who are required, in connection with the delivery to the customer, to be involved in its use and who are also subject to a duty of confidentiality. The information remains the sole property of the customer. This information may not be copied or used for business purposes, other than for the purpose of deliveries to the customer, without the customer's prior written consent.
- 12.2. At the customer's request, all information originating from the customer (including, if applicable, any copies or documents made) and borrowed items and equipment must, in full and without unnecessary delay, be returned to the customer or destroyed. The customer reserves all rights to that information (including copyright and the right to apply for industrial property rights such as patent rights, utility models etc.). In the event that this information is supplied to the customer by third parties, the reservation of rights also applies for the benefit of those third parties.
- 12.3. Items that are manufactured on the basis of documentation prepared by the customer, such as drawings, models and the like, items that are based on that confidential information and items that are manufactured with equipment belonging to the customer or with equipment that is modelled on equipment belonging to the customer may not be used by the supplier themselves or offered or supplied to third parties. This provision applies mutatis mutandis to orders.
- 12.4. Materials, parts, holders and special packaging supplied by the customer remain the property of the customer. Such materials may only be used in the manner indicated. The materials will be processed for the customer and parts will be fitted for the customer. The supplier is obliged, at its own expense, to insure the items made available by the customer against fire, water damage and theft at new-for-old value. The supplier must provide the customer with proof of insurance if requested. The supplier hereby transfers to the customer all entitlement to compensation under this insurance.
- 12.5. Items manufactured with materials and parts belonging to the customer are the property of the customer. If equipment and/or materials are made or purchased by the supplier entirely at the customer's expense, they are the property of the customer. The supplier will do everything in its power to prevent third parties from appropriating the customer's property.

- 12.6. If the items or accompanying documentation are subject to intellectual property rights, the customer acquires a right to use the same at no charge by means of an exclusive, perpetual, royalty-free and irrevocable licence. All intellectual property rights created as a consequence of joint development by the customer and the supplier, regardless of the quality or the direct or indirect scope of the contribution to this development, accrue exclusively to the customer. The supplier undertakes that they are authorised to transfer these rights and that they have obtained any consent and rights required from third parties and that following the transfer no rights remain with the third parties. On the customer's first request, the supplier will take all action necessary to effect this transfer.
- 12.7. The supplier warrants that the deliveries and items do not infringe any intellectual property rights or other rights belonging to third parties. The supplier indemnifies the customer against all claims by third parties, damage and/or loss, liabilities and costs arising from infringements (or alleged infringements) in respect of these matters and will reimburse the customer for all damage and/or loss, costs and negative effects suffered as a result of this, including all litigation costs and costs relating to legal assistance. The supplier will reimburse all costs incurred by the customer in connection with these claims, including costs of legal assistance, accountants' fees and the costs of transport, storage and destruction of the items, as well as all damage and/or loss suffered by the customer, including any compensation paid by the customer to the third party in the context of an out-of-court settlement, in each case regardless of whether it is established that the relevant items infringe the rights of the relevant third party. The supplier will also repay to the customer on the customer's first request the purchase price of items they have delivered if and to the extent that their sale is hindered due to the third party having arranged for their seizure or attachment or due to the third party raising opposition to further trading in these items, and the supplier will not be able to make repayment conditional on the items being sent to or made available to them or to a third party.

Clause 13. Liability

- 13.1. The supplier is liable for all damage and/or loss, costs and negative effects suffered directly or indirectly by the customer as a consequence of the supplier's attributable failure to perform the agreement (or to perform the agreement properly or in good time) or of the breach of any other contractual or non-contractual obligation. The supplier indemnifies the customer against claims by third parties, including regulatory authorities and consumer and other organisations, in connection with allegations that an item does not comply with one or more of the requirements mentioned in these terms and conditions and claims for compensation of damage and/or loss suffered or to be suffered as a consequence of this. The supplier will compensate in full all costs incurred by the customer in connection with this, including costs of legal assistance and the costs of investigation, transport, storage and destruction of the items and damage and/or loss suffered, including the purchase price of the relevant items and the damage and/or loss suffered by third parties.
- 13.2. The supplier will take out and maintain adequate insurance to cover their liability under statute and/or the agreement towards the customer and will also take out and maintain insurance to cover all risks in its business operations that are insurable on normal terms. The supplier will on request by the customer immediately produce the policies and evidence of payment of premiums (or certified copies of the same). The supplier hereby cedes to the customer in advance all entitlement to payment of insurance monies to the extent that this relates to damage and/or loss for which the supplier is liable to the customer.
- 13.3. The customer's liability to the supplier is excluded except where otherwise agreed in writing and in all cases limited to direct loss and to a sum not exceeding the purchase price of the relevant deliveries. Except in the case of deliberate action or conscious recklessness by the customer or its supervisory staff, the customer is not liable for indirect loss (including loss of chance, loss of profits and business interruption) or any other damage and/or loss suffered by the supplier, their staff or other persons whom the supplier involves and/or makes available in the context of the performance the agreement (including, but not limited to, destruction or loss of property and personal injury). The provisions of the foregoing sentence also apply as a limitation of liability towards any of the supplier's staff suffering negative effects and other persons suffering negative effects whom the supplier has involved and/or made available in the context of the performance of the agreement. The supplier will indemnify the customer against all claims by such staff members and other persons suffering negative effects whom the supplier has involved in the performance of the agreement.

- 13.4. If a claim is made against the customer on the basis of product liability, the supplier is obliged to indemnify the customer against such claims if and to the extent that the damage and/or loss is caused by a defect in the item delivered by the supplier. The supplier undertakes to maintain product liability insurance with adequate cover - at least €2.5 million per incidence of personal injury / property damage - and covering all risks arising under product liability, including the risk of recall. The supplier will produce evidence of insurance on request. None of these provisions shall affect any other liability on the part of the supplier.

Clause 14. Dissolution and termination

- 14.1. In the event that the supplier fails to comply with their obligations pursuant to the agreement or order or in the event of insolvency or formal suspension of payments or in the event that the supplier loses the ability to dispose of their assets freely, in the case of the liquidation, discontinuation or relocation of the supplier's business, or in the case of a change of control over the supplier within the meaning of the SER Merger Code 2015, regardless of whether it applies, or in the event that a permit held by the supplier and required for the agreement or order is withdrawn, the customer is entitled, with immediate effect and without any further notice of default being required, to suspend performance of its obligations pursuant to the agreement or order in part or in full or to dissolve the agreement or order in part or in full, without being obliged to pay any compensation and without prejudice to the customer's other statutory and contractual rights.
- 14.2. Unless the customer decides otherwise, the supplier must, after receiving notice of the dissolution:
- a. Immediately terminate all activities pursuant to the agreement or the order;
 - b. Transfer the ownership rights to the finished items to the customer and make available to the customer on its first request those finished items, the work in progress and the parts and materials that the supplier has reasonably produced in order to deliver to the customer in the amounts ordered by the customer.
 - c. Return to the customer all drawings, specifications, models, tools, construction overviews, technical instructions, samples, patterns, moulds and similar objects and information that have been supplied by the customer or developed for the performance of the agreement; and
 - d. At the request of the customer, cooperate with the customer to transfer production of the items to a different supplier.
- 14.3. Following termination by the customer pursuant to Clause 14.2, the customer is obliged, subject to the provisions of these general purchasing terms and conditions, to pay only the following, without any duplication:
- a. The order price for all finished items in the amounts ordered by the customer, actually received by the customer and complying with the agreement and for which the supplier has not yet received any payment;
 - b. The reasonable actual costs of marketable and usable work in progress by the supplier and of parts and materials that have been transferred to the customer pursuant to Clause 14.2(b).
- 14.4. The customer has no obligations towards the supplier and is not obliged to pay the supplier, either directly or pursuant to claims by subcontractors of the supplier, for loss of expected profits or general administrative costs associated with termination or ending of the agreement or order, except as otherwise agreed in a separate order issued by the customer.
- 14.5. In the event that any agreement, regardless of whether this was entered into for a fixed period or indefinitely, or relationship between the supplier and the customer is deemed to be an indefinite agreement and no termination notice period has been agreed, the customer may terminate this at any time by means of written notification, observing a termination notice period not exceeding three months. In the case of such termination, the customer does not owe any compensation or reimbursement for damage and/or loss.

Clause 15. Force majeure

- 15.1. Natural disasters, labour conflicts, operational irregularities beyond the customer's control, unrest, governmental measures and other unavoidable events discharge the customer from its obligation to purchase in good time for as long as such event continues. During such events and for a period of two weeks following the same the customer is entitled, without prejudice to

its other rights, to withdraw from the agreement in full or in part, provided that such events continue for a longer period and the customer's requirements are significantly reduced because the items need to be sourced elsewhere as a consequence. The definition of force majeure on the part of the supplier will not in any event include a shortage of people to be used or made available for the performance of the agreement, strike or illness of the supplier and/or persons involved in or made available for the performance of the agreement, distribution delays, shortages of raw materials or packaging, performance failures by the supplier, third parties engaged by the supplier and/or persons made available by the supplier, and/or liquidity issues on the part of the supplier.

Clause 16. Miscellaneous

- 16.1. The supplier is not permitted to transfer any obligation under the agreement to a third party. This provision has the effect referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.
- 16.2. The supplier will not contract the performance of the agreement or any part of it out to third parties without the customer's prior written approval.
- 16.3. If any provision of these terms and conditions or any additional agreements that have been created is or becomes invalid, this will not affect the validity of the other provisions of the terms and conditions. The parties to these purchasing terms and conditions must agree a provision to replace the invalid provision approximating the economic purpose of that invalid provision as closely as possible.

Clause 17. Disputes

- 17.1. Disputes between the parties, including situations that are only regarded as a dispute by one of the parties, will be resolved by mutual agreement wherever possible.
- 17.2. If the parties cannot reach a solution, disputes will be exclusively determined by the competent court in the district of East Brabant.

Clause 18. Applicable law

- 18.1. The agreement, of which these purchasing terms and conditions form a part, is exclusively governed by Dutch law. The application of foreign laws and treaties such as the Vienna Sales Convention is excluded.