

# General Purchasing Conditions Conscia Nederland B.V.

The General Purchasing Conditions of Conscia Nederland B.V., hereinafter called 'GPC', determined as follows:

## 1. Applicable conditions

- 1.1 These GPC replace all earlier versions of the GPC as of March 8, 2022. The GPC are registered at the Chamber of Commerce under reference number 29031508.
- 1.2 These GPC apply to all requests for quotation, orders and agreements regarding the delivery of goods to Conscia, and also to the performance of services at Conscia's request. Deviations from or amendments to these GPC will only be made with Conscia's permission in writing in advance.
- 1.3 In case one or several of the conditions of these GPC are partially or entirely annulled by a competent court, this will not affect the validity of other conditions or if applicable of the remainder of the GPC.

## 2. Request/order and order confirmation

- 2.1 Orders by Conscia are only valid if signed by a thereto authorized Conscia official.
- 2.2 Conscia reserves the right to annul orders it places, if within two weeks after receiving the order, no written order confirmation is received.
- 2.3 If the order confirmation deviates from the original order, the order confirmation will not be binding until Conscia has accepted in writing with any deviation. Also, acceptance of deliveries and/or performances does not imply that Conscia accepts deviations from the original order.

## 3. Quality and function of delivery

- 3.1 Supplier guarantees that the delivery:
  - i. that, in case of the delivery of goods, at the moment of delivery, these are of good quality and without shortcomings or that in case of performance of activities, these are performed by skilled staff and with the application of new materials, unless application of used or refurbished materials is explicitly agreed;
  - ii. is entirely in accordance with the conditions in the agreement, the listed specifications and Conscia's reasonable expectations regarding features, quality and reliability of the delivery; is fitting for the purpose which the delivery serves, either apparent from its nature or according to the order or assignment;
  - iii. complies with Dutch legal requirements and other (international) regulations by the authorities;
  - iv. complies either with European guidance on CE markings or respectively complies with the EU Declaration of Agreement on machinery/ safety components or "declaration of the manufacturer";
  - v. the supplier will supply the declaration of CE-conformity. If in the agreement reference is made to technical-, safety-, or other regulations and documents and these are not attached to the agreement, supplier is expected to have know-how, unless it immediately acknowledges Conscia of the opposite in writing. In that case, Conscia will provide the supplier with additional information about these regulations and documents. Supplier at its own expense must timely obtain authorizations, permits and licenses which are required for the execution of the agreement and for complying with the conditions therein.

4. Intellectual property rights; licenses

- 4.1 If the delivery or its related documents are subject to intellectual property rights, Conscia freely acquires its right of use by means of a non-exclusive, global, perpetual license.
- 4.2 All intellectual property rights which are created as a consequence of the delivery by the supplier, its staff or third parties which the supplier has included for the execution of the agreement, come to Conscia.
- 4.3 At Conscia's first request, supplier is obliged to perform everything required to obtain and secure these rights.
- 4.4 Supplier guarantees that the delivery does not infringe on the intellectual property rights of third parties.
- 4.5 Supplier safeguards Conscia against claims by third parties regarding such (alleged) infringements and will compensate Conscia for any resulting damage thereof.

5. Package and shipment

- 5.1 The supplier does its utmost to ensure that items to be delivered are packed as economically, safely and carefully as possible and in such way that the shipment can be handled during transport and offloading.
- 5.2 The supplier will ensure that the shipment will reach its destination in good condition.
- 5.3 Pallet shipments are shipped on Euro- block- or demi-sized pallets. To stimulate reuse of packages, as far as possible neutral-looking and unmarked wrappings must be used. Packaging must be apt for reuse or recycling.
- 5.4 With reference to EU-Directive 2000/29/EC, shipments from the United States, Canada, China and Japan containing wooden packaging materials (pallets, cases and such) must be decontaminated before entering the European Union.
- 5.5 Shipments of hazardous materials must comply with transporting conditions as defined in the ADR (European Agreement for road transport of hazardous materials) which is part of Dutch regulations, the VLG (Land Transport of Hazardous Materials) or IATA regulations for air transport, and be accompanied by all relevant documentation; the goods will be marked with the required specified hazard labels. The transporter must possess an in-case-of hazard chart.
- 5.6 Special packaging which must be returned to the supplier must be earmarked as such.
- 5.7 Destination, if not specified otherwise on the delivery, is the Conscia warehouse located at Kampenringweg 47, Gouda. Supplier will earmark the shipment with its Conscia delivery reference number and the number of goods, as well as the correct Name and Address data of the destination. To the outside of the goods will be attached a packing list which describes the shipment's contents.
- 5.8 Any delivery which fails to comply with these requirements, may be refused by Conscia.

6. Delivery

- 6.1 Delivery takes place under 'Delivery Duty Paid' (freight paid), according to the version of the Incoterms which applies at the moment of ordering, unabated what is defined in these conditions.
- 6.2 Delivery date, -dates or -term(s) of the agreement are considered exact and fatal and are valid for the entire shipment, including related drawings or other documents.

- 6.3 In case of circumstances based on which exceeding of the agreed delivery date-, dates- or – term(s) can be expected, the supplier must inform Conscia immediately.
- 6.4 If the supplier exceeds any agreed delivery date, -dates or –term(s), Conscia is entitled without preliminary notice of default, to fine the supplier with 1% of the shipment's price per calendar week or part of a calendar week of exceeding, up to a maximum of 10%, which at the date of imposition will be immediately collectable. Imposition, collection or settlement of this penalty leaves Conscia without prejudice to compliance, damage repair and annulment.
7. Inspections
- 7.1 Conscia is entitled to have the shipment inspected or audited before the time of delivery at the supplier's by functionaries of its choice. The supplier must hereby cooperate in every possible way.
- 7.2 Supplier cannot derive any rights from an inspection beforehand. Conscia is entitled to inspect the shipment at the moment of delivery at the agreed place before accepting.
- 7.3 In case of rejection, Conscia will inform the supplier and Conscia has the option to either demand replacement or reparation or to abolish or annul the agreement. Such proceedings are without prejudice to compensation of damages.
- 7.4 All costs related to inspections and re-inspections are for the supplier's account, except the costs of the inspecting officers selected by Conscia.
8. Transfer of ownership and risk
- 8.1 The shipment is for the supplier's risk until it has arrived at the agreed location and is accepted by Conscia in writing by a thereto authorized person whose name is recorded.
- 8.2 Ownership of the shipment transfers to Conscia at the moment of delivery.
- 8.3 Documentation and/or materials which Conscia provides to the supplier to ensure delivery and/or activities, remain Conscia's property.
9. Price, invoicing and payment
- 9.1 The agreed price is fixed, exclusive VAT.
- 9.2 Invoices, marked with reference numbers, must be submitted according to the shipments or orders. As long as this data is lacking, Conscia is entitled to suspend its payment obligation.
- 9.3 Duplicates of an invoice must be earmarked as such.
- 9.4 Conscia will pay within 30 days after invoice date and after proper invoicing.
- 9.5 Payment does in no way mean abandonment of the right to reverse the execution of the assignment.
- 9.6 Conscia is entitled to settle by a clearance declaration its collectable claims with the supplier's collectable claims.
- 9.7 Conscia may require, at the supplier's expense, a security deposit or a bank guarantee, before it provides goods or if a full or partial payment in advance takes place.
10. Extra work and deduction
- 10.1 Conscia is entitled to modify the size of the shipment, even if this results in extra work or deduction.
- 10.2 If the supplier considers that the modification has implications for the agreed price or delivery time, it will notify Conscia immediately in writing and in case of extra work it will submit an

offer in writing regarding the related price and term, and also the consequences for other activities that supplier must perform.

- 10.3 Extra work will not be performed by the supplier until it has received written confirmation by Conscia. Not counting as extra work are in any case additional activities, which the supplier could or should have foreseen in order to be able to deliver the agreed performance(s) and functionalit(y/ies) or which are a consequence of an attributable shortcoming by the supplier.

## 11. Liability

- 11.1 The supplier is liable for any damage which Conscia incurs as a consequence of a default on or shortcoming in the delivery, a flaw in equipment or materials used for the execution of the agreement or as a consequence of an action or omission by the supplier or by its agents related to the delivery.
- 11.2 This liability for the supplier is limited to an amount of EUR 2.500.000,-- per incident, except in cases of bodily damage, intentional damage or gross neglect by the supplier or its management.
- 11.3 Supplier will safeguard Conscia fully against damage claims by third parties as a consequence of circumstances described above.

## 12. Annulment

- 12.1 Unabated Conscia's other rights, Conscia is entitled without any further notice of default to partially or entirely annul the agreement by means of a written notice if:
- i. supplier is in default by fulfilling one or more obligations in the agreement;
  - ii. supplier is declared bankrupt, has requested suspension of payment, has ceased or liquidated its business, a considerable part of its capital is seized or if it transfers its business to third parties;
  - iii. rejection occurs after inspection or re-inspection.
- 12.2 In case of annulment the risk for goods already delivered remains with the supplier. The goods are then at the supplier's disposal and must be collected by it. Supplier will immediately restitute the amount already paid by Conscia with regard to the annulled agreement.

## 13. Warranty

- 13.1 If the delivery within a period of 12 months after delivery or completion fails to comply with what is stated in article 3 of these conditions, supplier will at its own expense, on first notice and at Conscia's choosing, within two weeks replace, repair or reinstall the delivery, unabated Conscia's other lawful rights. If supplier fails in fulfilling its warranty obligations, Conscia is entitled to proceed with replacement, repair or reinstallation, if needed with the assistance of third parties, at the expense of the supplier. Conscia will as much as possible inform supplier about this entitlement in advance.
- 13.2 Once more, to replaced, repaired or reinstalled parts of a delivery the warranty as described above will apply.

## 14. Confidentiality and obligation to provide information

- 14.1 Supplier will supply Conscia with all information regarding the delivery that may be relevant to Conscia.
- 14.2 Supplier will neither supply confidential information regarding the delivery to its own not-involved personnel, nor to any third parties, unless it has obtained Conscia's preliminary written permission.

- 14.3 Without Conscia's preliminary written permission, supplier is not allowed to use Conscia's name in advertisements and other commercial statements.
- 15. US Export Administration Regulations
- 15.1 If part of a delivery consists of American technology which is regulated by the US Export Administration Regulations, the supplier is obliged to convey this knowledge to Conscia in accordance with the provisions thereon.
- 16. Rules of conduct for subcontractors, Working Conditions Act
- 16.1 In buildings and on Conscia premises, to suppliers of activities such as building-, cleaning- and reparations services, regulations on conduct as stated by Conscia apply.
- 17. Transfer of rights and obligations; outsourcing
- 17.1 Supplier will neither outsource the delivery or parts thereof to third parties nor fully or partly transfer the rights and obligations which result from the agreement to third parties, without Conscia's preliminary written permission.
- 18. Applicable law, disputes
- 18.1 Agreements between Conscia and supplier are governed by Dutch Law, with the exception of the Contracts for the International Sale of Goods (CISG). Any disputes between Conscia and supplier will solely be judged by the competent court.