

§ 1 Scope; General Provisions

1. These general purchase terms and conditions ('Terms') shall apply to all orders, specifically to orders for goods and services based on purchase, contracting and services agreements ('Deliveries'), of Mauser Benelux B.V. and its affiliates in the Netherlands ('MAUSER'). The applicability of general terms and conditions of the Partner that conflict with these Terms or that deviate from these Terms or from the statutory requirements shall not be acknowledged by MAUSER, unless MAUSER expressly confirms their applicability in writing. This shall also be the case if MAUSER accepts Deliveries from the Partner or effects unconditional payments to the Partner. These Terms shall not apply if MAUSER indicates the validity of other terms and conditions in writing when concluding an agreement.
2. These Terms shall apply to all parties ('Partners') with whom Mauser concludes agreements.
3. These Terms shall, within the context of ongoing commercial relationships, also apply to all future transactions with the Partner, without MAUSER being required to refer to the applicability of these Terms for each individual transaction.
4. MAUSER reserves the right to amend these Terms that have become part of the agreement. Any amendments to these Terms, will beforehand be announced to the Partner and shall become part of the agreement concluded between MAUSER and the Partner.
5. Trade terms shall be interpreted on the basis of the Incoterms as they read at the time of conclusion of the agreement.

§ 2 Conclusion of the Agreement

1. An agreement between MAUSER and the Partner can only be concluded if there is a written order or a written order confirmation. The Partner shall clearly state in its order confirmation if the content of the order confirmation deviates from MAUSER's order; such deviations shall only become part of the agreement if confirmed by MAUSER in writing.
2. All requests for offers submitted by MAUSER to a Partner shall be subject to contract. Partner shall submit all offers to MAUSER free of charge. MAUSER may accept an offer from the Partner within two weeks after having received it. The Partner shall be bound to its offer until the end of this period. If MAUSER does not respond, this does not mean that the Partner may assume that an agreement has been concluded. The Partner shall immediately notify MAUSER if MAUSER has accepted an offer from the Partner too late.
3. All drawings and other documents referred to in an order shall be part of the order. These shall become part of the agreement, unless expressly stipulated otherwise by the Partner in the order confirmation for the relevant order; § 2.1, second sentence, shall be applicable here too.
4. If an order is placed as part of an ongoing order under a supplier agreement or framework agreement agreed between MAUSER and the Partner ('Framework Agreement'), the order shall be binding on the Partner, unless the Partner objects to the order within five days of receiving the order; MAUSER shall however in no event be obliged to submit on-going orders under a Framework Agreement. Otherwise, all ongoing orders submitted under a Framework Agreement shall be subject to the same provisions as regular orders.

§ 3 Delivery; Delivery Dates; Delays in Delivery

1. The Deliveries shall be 'delivery duty paid' (DDP, Incoterms 2020) at the place of delivery, unless expressly agreed otherwise. The Partner shall be obliged to ensure safe packaging of the Deliveries and to take out insurance for the transport thereof.
2. All packing slips, freight documents and invoices shall state the relevant MAUSER order number, the date of the order, and, where applicable, the MAUSER product number, as well as the place of delivery; any costs incurred as a result of missing information shall be payable by the Partner, unless the Partner cannot be blamed for that missing information.

3. The Partner shall not be allowed to make partial deliveries, unless otherwise agreed. If the Parties have agreed in writing to partial deliveries, the packing slip and invoice shall state 'partial delivery'.
4. The delivery dates stated in an order shall be binding (binding delivery dates; 'Delivery Dates'). If the order does not stipulate a delivery date, the delivery period shall be two weeks from the date on which MAUSER placed the order, unless otherwise agreed. After conclusion of the agreement, the Delivery Date may only be postponed with MAUSER's express approval.
5. The Partner has met the Delivery Date if the Deliveries have been handed over to MAUSER on the Delivery Date or by the end of the delivery period. The Partner shall not be entitled to deliver earlier.
6. The Partner shall notify MAUSER immediately in writing if it realises that it will not be able to deliver an order, or part thereof, on time, stating the reasons and the anticipated delay. The Partner's obligation to adhere to the agreed delivery dates shall remain in full force.
7. If the Partner fails to deliver, or fails to deliver on time, MAUSER shall have all statutory rights shall without limitation. In addition to its other rights in the event of non-compliance or late compliance, MAUSER shall be entitled, in the event of delays in delivery for which the Partner is responsible, to claim a contractual penalty for each week of delay that has started, which penalty shall not be subject to judicial mitigation, of 0.5% of the net price agreed with the Partner, however subject to a maximum of 5% of this net price. MAUSER expressly reserves the right to claim compensation of any other damage it suffers. MAUSER may also demand a contractual penalty if no reservation is made when accepting the Delivery.
8. The Partner shall only have a right of suspension, set off or retention if the claims against MAUSER are not disputed or are validly established or if they are in mutual relation to MAUSER's claim.
9. If the Partner is granted a moratorium or is declared bankrupt, MAUSER may charge the Partner 10% of the price agreed in the agreement and set this off against any claims of the Partner as compensation for the fact that the Partner will not be able, due to the moratorium or bankruptcy, to perform its contractual and/or statutory warranty and other claims in respect of (hidden) defects in the performance. MAUSER may additionally demand compensation of the actual damage and set this off against the Partner's claims.

§ 4 Prices; Payment Terms

1. The prices agreed between MAUSER and the Partner shall be binding. The agreed prices shall be DDP (Incoterms 2020), exclusive of the statutory value added tax applicable at the time of delivery (where applicable) and including packaging, insurance, freight and storage costs, customs duties, taxes, assembly costs and all other additional costs, unless expressly agreed otherwise.
2. Unless otherwise agreed, all amounts due by MAUSER shall be payable within 30 days of delivery or, if acceptance is required, of acceptance and receipt of a proper and verifiable invoice; if payment is effected within 14 days MAUSER shall be entitled to an early payment discount of 3%.
3. If, in violation of § 3.5, the Partner delivers earlier than the agreed delivery time and MAUSER accepts the Deliveries without being obliged to do so, the claimability and the payment discount period referred to in § 4.2 shall not commence until the agreed delivery date.
4. Payments by MAUSER shall not constitute acceptance of the Delivery, nor of recognition of settlement, nor of recognition that the Delivery was error-free and/or on time.
5. If MAUSER is obliged to pay in advance, the Partner shall provide a performance guarantee or bond ('Security') for the benefit of MAUSER, issued by a reputable Dutch credit institution. MAUSER may postpone payment until this Security is provided.
6. MAUSER shall only be in default, without prejudice to the other statutory terms, if the Partner has sent MAUSER a written payment reminder after payment has become due. If MAUSER is in default

it shall owe the statutory interest as referred to in Article 6:119 of the Dutch Civil Code until the day of payment.

7. MAUSER shall, in accordance with the statutory provisions, have rights of suspension, set off and retention.
8. The Partner expressly waives any right of suspension and/or of retention and any right of set-off.

§ 5 Acceptance; Transfer of Risk

1. Deliveries only need to be accepted where this is expressly agreed between MAUSER and the Partner or where this is required by law.
2. Unless otherwise specified, MAUSER has the option - up to two weeks after the Partner has indicated that the delivery is ready - to declare whether or not MAUSER accepts the delivery. .
3. The Deliveries shall be expressly accepted by MAUSER in writing. Inspection of interim results and the release of partial payments (e.g. under a milestone scheme) shall not constitute acceptance. The commissioning or use of Deliveries as such does not constitute acceptance either. Tacit acceptance shall be excluded.
4. In principle, partial acceptance shall be excluded. Partial acceptance may only take place at the written request of MAUSER if deliveries by the Partner are otherwise subjected to a subsequent technical inspection as a result of the progress of the execution of an order.
5. MAUSER reserves the right to refuse acceptance of a defective Delivery.
6. In the event of Deliveries without installation or assembly, the risk of loss of or damage to Deliveries due to accidental circumstances concerning shall pass to MAUSER upon the handover of the Deliveries at the agreed place of delivery. In the event of Deliveries with installation and assembly, the risk of loss of or damage to Deliveries due to accidental circumstances shall pass to MAUSER upon the acceptance of the Deliveries or, if acceptance by MAUSER is not required, upon handover of the Deliveries following the installation or assembly.

§ 6 Retention of Title; Supplies

1. Title to the Deliveries shall pass to MAUSER simultaneously with the transfer of risk. If retention of title is agreed for the benefit of the Partner, this shall be regarded as a simple retention of title.
2. If the Partner retains title in violation of the agreement, MAUSER shall retain the right to unconditional transfer of title, also if MAUSER accepts the Delivery.
3. Any materials, tools or other means of production made available to the Partner by Mauser in connection with the fulfilment of its contractual obligations ('Supplies') shall at all times remain the property of MAUSER. The Supplies shall be stored separately, marked and kept free of charge. These Supplies may only be used for MAUSER's orders. The Partner shall be obliged to compensate any reduction in value or loss of these Supplies. All maintenance and repair of tools and other means of production made available to the Partner shall be carried out at the expense of the Partner.
4. The Partner shall be required to insure, at its own expense, all Supplies against theft, destruction, fire and water damage, and to submit proof of such insurance to MAUSER at MAUSER's request. MAUSER reserves the right now for then to assert claims against the insurer under these insurance policies in respect of its property.
5. The Partner may only treat, process, compound or mix the Supplies with the prior written consent of MAUSER. The Supplies shall be treated or processed for MAUSER as the manufacturer without creating any commitments for MAUSER. The processed goods shall be regarded as Supplies as referred to in § 6.3. If these Supplies are treated, processed, compounded or mixed with goods that are not the property of MAUSER, MAUSER shall become the shared owner of these new goods. The extent of this shared ownership shall be based on the ratio between the invoice value of the Supplies and the invoice value of the other goods. If MAUSER loses the ownership as a result of compounding or mixing, the Partner shall now for then transfer its title to the new good for the amount of the invoice

value of the Supplies to MAUSER and shall keep these free of charge for the benefit of MAUSER. The shared ownership rights shall be regarded as Supplies as referred to in § 6.3.

6. The Partner shall be required to immediately notify MAUSER in writing if the Supplies are pledged or of any other interventions by third parties.

§ 7 Defects

1. Deliveries shall in every respect comply with the contractually agreed properties, product and environmental legislation, the applicable safety requirements, orders and regulations issued by the authorities and trade organisations, and the latest state of the art, and shall be of the highest possible quality and be suitable for their intended or usual use. Specifically, the agreements made in respect of chemical, physical and technical properties, dimensions, construction and quality shall be carefully observed, within the relevant tolerances if so agreed. Where the properties of chemicals are not specified in the order, the information in the most recent safety data sheets, leaflets, product data, manufacturer's data provided to MAUSER or the most recent product sample submitted to and accepted by MAUSER in respect thereof shall be binding.
2. Any approval by MAUSER of samples shall not be considered as a waiver by MAUSER of its rights in respect of defects. In the event of any such approval, claims and rights that MAUSER may have in respect of defects shall remain in full force.
3. In the event of obvious defects, MAUSER may submit complaints until five days after delivery and, in the event of hidden defects, until five days after detection. If acceptance is agreed, MAUSER shall have no obligations in respect of inspection and submitting complaints.
4. MAUSER shall have no obligations in respect of inspection and submitting complaints other than those specified above. Unless agreed otherwise MAUSER shall specifically not be obliged to carry out any laboratory examination, e.g. examination of active substance, x-ray examination and ultrasound examination.
5. In the event of a defective Delivery, MAUSER shall have all statutory rights in respect of defects. In addition to its other rights in respect of defects, MAUSER may specifically require, at its own discretion, that the defect be repaired or require a new Delivery or manufacture of a new product, as the case may be.

§ 8 Intellectual Property Rights; Legal Defects

1. The Partner shall warrant to MAUSER that third parties may not assert any rights in respect of the Deliveries, specifically rights in rem and industrial property rights, such as patent, trademark, drawing, and design rights and copyrights ('Intellectual Property Rights').
2. If, on account of infringement of Intellectual Property Rights, a third party makes a claim against MAUSER in respect of a Delivery, MAUSER may, without prejudice to its other rights, at its own discretion instruct the Partner to obtain, at the Partner's expense, a right of use, or to alter its Delivery so that the intellectual property right is no longer infringed, or to replace its Delivery by a new Delivery.
3. More extensive rights that MAUSER may have in the event of defective Deliveries from the Partner shall remain in full force.

§ 9 Indemnification

The Partner shall indemnify MAUSER and hold MAUSER harmless against any third-party claims for damages and cost reimbursements brought by a third party against MAUSER in connection with a defective Delivery or infringement of Intellectual Property Rights in respect of a Delivery from the Partner, who is responsible for this.

§ 10 Quality Control

1. The Partner shall set up and maintain a quality assurance system that meets the latest standards of the relevant sector. The Partner shall carry out the quality assurance measures, including the required

documentation, at its own responsibility. The Partner shall provide this documentation to MAUSER at the latter's request. The Partner shall keep the documentation during the statutory retention period and for at least a period of ten years.

2. MAUSER may instruct an independent inspector to verify at the Partner's production facilities whether the quality assurance measures are complied with. Such verification shall not release the Partner from any liability for defects. MAUSER has a legitimate interest to inspect the Partner's audit and inspection reports concerning Deliveries intended for MAUSER. The Partner shall be obliged to allow MAUSER access.

§ 11 Limitation Period

1. All claims related to defects ('Claims for Defects') shall become time-barred 36 months after the transfer of risk, unless otherwise agreed with the Partner in writing.

2. In the event of a complaint submitted by MAUSER within the limitation period, the limitation period shall be interrupted until MAUSER and the Partner have reached agreement on the repair of the defect and any further consequences.

§ 12 Spare Parts

1. The Partner shall ensure that spare parts will remain available for the Deliveries for at least five years after delivery, to the extent relating to machines and systems.

2. The Partner shall promptly notify MAUSER in writing of its intention, if any, to cease production of spare parts for a Delivery.

§ 13 MAUSER's Liability

1. MAUSER shall not be liable towards the Partner to pay any compensation or reimburse any costs, regardless of the legal basis (agreement, wrongful act, violation of obligations under the debt relationship, indemnification, etc.).

2. The exclusion of liability referred to above shall not apply in the event of intent or gross negligence, or in the event of culpable fatal or personal injury.

3. Any exclusion or limitation of MAUSER's liability as set out above shall also extend to the corresponding personal liability of its deputies, agents or employees.

§ 14 Proprietary Rights to Documents; Non-Disclosure

1. MAUSER shall retain all Intellectual Property Rights, including patent, trademark, drawing, and design rights and copyrights, to all illustrations, forms, moulds, samples, designs and design proposals, models, profiles, drawings, standards sheets, print examples, educational material, knowhow, calculations, production documents and other documents ('Documents'). This shall specifically include information about production processes, recipes or system configurations. Without the prior written consent of MAUSER, Documents may not be used by the Partner for any purpose other than as contractually agreed. The same shall apply to objects that are produced in accordance with the Documents.

2. The Partner shall observe confidentiality in respect of all Documents provided by MAUSER and all information obtained from MAUSER about the business or the activities of MAUSER ('Data'). It shall specifically not be permitted to provide Data or provide access to Data to third parties without the prior written consent of MAUSER. Any breach of confidentiality by the employees, advisers and deputies of the Partner shall be regarded by the Partner as a breach of its own obligations. The non-disclosure obligation shall remain in force for a period of five years after termination or settlement of the agreement. The non-disclosure obligation shall not apply if Data (i) were already known to the Partner at the time of concluding the agreement or become subsequently known to the Partner without a non-disclosure obligation having been breached, or (ii) were already in the public domain at the time of concluding the agreement or subsequently come into the public domain.

§ 15 Dutch Legislation regarding Foreign Trade and Payments

Any performance of an agreement by MAUSER shall be subject to the condition that such performance is not opposed by constraints under national or international laws in accordance with Dutch legislation on foreign trade and payments, or by embargos and/or other sanctions.

§ 16 Force Majeure

In the event of force majeure, MAUSER may suspend compliance with its obligations, including specifically the acceptance obligation, for as long as the event of force majeure lasts plus a reasonable start-up time. Force majeure shall mean all events that are not caused and cannot be averted by MAUSER, including specifically currency, trade and other policies and measures set by authorities; strikes; exclusions; material business interruptions (e.g. fire, machine faults, interruption of the supply of raw materials or energy); road blockades, each of these continuing for more than a short period of time, and which materially hinder or prevent compliance with its obligations by MAUSER. If the force majeure or comparable event continues for more than three months, both MAUSER and the Partner may dissolve the agreement. MAUSER shall promptly notify the Partner of the commencement and end of any such events.

§ 17 Subcontractors; Ban on Assignment

1. The Partner may not have the Deliveries performed by subcontractors without the prior written consent of MAUSER. For the purpose of this clause, transport contractors shall not be considered subcontractors.
2. Without the prior written consent of MAUSER, the Partner shall not be permitted to assign, pledge or otherwise transfer any claims that it has or will acquire under the agreement. The assignment of claims referred to in the previous sentence within the meaning of Article 3:83(2) Dutch Civil Code shall be excluded, which exclusion shall have effect on property rights (*goederenrechtelijk effect*).

§ 18 Privacy

1. The Partner shall require all personnel that is involved in the execution of orders placed by MAUSER to act in accordance with the General Data Protection Regulation ("GDPR") and warrant their compliance with the relevant data protection provisions.
2. MAUSER points out that personal data (e.g. name, description of profession, trade or business, telephone number and email address) of the Partner and/or its personnel are stored for purposes of the substantiation, performance or termination of debt relationships on the basis of legal transactions or other actions with the Partner.

§ 19 Miscellaneous Provisions

1. All disputes arising from or related to these Terms or an agreement shall be exclusively submitted to the competent court in Breda.
2. The place of performance in respect of all Deliveries shall be MAUSER's place of business from where the order was placed, unless the relevant agreement stipulates otherwise. The place of performance in respect of repairs is the location of the relevant Deliveries.
3. These Terms and all agreements between MAUSER and the Partner shall be governed by Dutch law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG).
4. Any additions to, changes in, or ancillary agreements to these Terms shall only be valid if recorded in a written agreement between both MAUSER and the Partner.
5. If any provision of these Terms or of the agreement is void or voided, this shall not affect the other provisions and the void or voided provision shall be replaced by a provision the content and purpose of which is as close to that of the replaced provision as possible.