

PREZIS

GENERAL TERMS AND CONDITIONS OF PURCHASE OF PREZIS B.V.

1. DEFINITIONS

1.1 In these General Terms and Conditions of Purchase, the following meanings are assigned to the following definitions:

"Buyer": Prezis B.V.

"Seller" means the party to whom the purchase order is addressed.

"Products" means any goods and/or services supplied by Seller to Buyer.

"Agreement" means any agreement between Buyer and Seller regarding the purchase and delivery of Products.

"In writing" means by letter, e-mail or other electronic means of communication.

2. APPLICABILITY

2.1 These General Terms and Conditions of Purchase apply to all requests, quotations, orders, orders and Agreements in which the Buyer purchases Products from the Seller.

2.2 Deviations from these General Terms and Conditions of Purchase are only valid if they have been expressly confirmed in writing by the Buyer.

2.3 The applicability of the Seller's general terms and conditions of sale is expressly rejected.

3. FORMATION AND AMENDMENT OF THE AGREEMENT

3.1 An Agreement is only concluded if and insofar as the Buyer has confirmed an order in writing or if the Seller has accepted an order placed by the Buyer in writing.

3.2 The Buyer is entitled to cancel an order placed in whole or in part at any time without any obligation to pay compensation, provided that the cancellation is notified to the Seller in writing before delivery.

4. PRICES AND PAYMENT

4.1 The agreed prices are fixed, excluding VAT, including all costs (including transport, packaging, insurance, levies and taxes), unless otherwise agreed in writing.

4.2 Payment shall be made within sixty (60) days of receipt of a correct and itemized invoice and approval of the delivered Products by Buyer.

4.3 Buyer is entitled to suspend payments if the delivered Products do not comply with the Agreement.

5. DELIVERY, RISK AND OWNERSHIP

5.1 Delivery will take place DDP (Delivered Duty Paid, Incoterms® 2020) to the address provided by the Buyer, unless otherwise agreed in writing.

5.2 The risk of loss or damage to the Products shall not pass to Buyer until actual delivery and written acceptance by Buyer.

5.3 Ownership of the Products passes to Buyer upon full delivery and approval by Buyer.

6. QUALITY AND WARRANTY

6.1 Seller warrants that the Products:

- a) meet the agreed specifications, quantities and quality requirements;
- b) be free from defects and rights of third parties;
- c) be manufactured in accordance with the highest industry standards;
- d) be fit for purpose;
- e) comply with all applicable laws and regulations.

6.2 All Product provided by Seller hereunder shall be subject to inspection and testing by Buyer in accordance with Buyers's quality assurance program in effect at the time of delivery. Buyer may reject any Product that fails to conform to the Specifications and/or warranties by providing written notice to Seller within ninety (90) calendar days after receipt of shipment, provided, however, that there shall be no time restrictions applicable to Buyers's provision of notice of rejection of any Product with respect to any latent defects.

6.3 Buyer may return to Seller at Seller's expense any Product rejected pursuant to Section 6.1 and 6.2. In addition to any other rights or remedies of Buyer hereunder, Seller shall, at Buyer's option:

replace any Product rejected by Buyer, at no additional cost to Buyer, as soon as reasonably practicable on an expedited basis; or

6.4 remedy a defect complained; or

6.5 provide a credit or refund to Buyer for the full amount invoiced to Buyer for such Product.

6.6 If the Products become defective within twelve (12) months of delivery, Seller shall be obliged to repair or replace them free of charge upon Buyer's first request.

6.7 The exercise of rights under this warranty provision by Buyer, including the right to repair or replacement of the Products, is without prejudice to all other rights and claims to which Buyer is entitled under the Agreement or the law, including the right to compensation.

6.8 If Buyer or a customer of Buyer suffers damage as a result of a defect in the Products, Seller shall be obliged to compensate such damage in full, regardless of whether Buyer also claims repair or replacement under the warranty.

7. LIABILITY AND INDEMNIFICATION

7.1 Seller is fully liable for all direct and indirect damage (including consequential damage, loss of profits, reputational damage, fines, costs and expenses) suffered by Buyer or third parties as a result of a shortcoming, tort or other act of Seller, its staff or third parties engaged by it.

7.2 Buyer's liability shall at all times be limited to the amount of the relevant purchase order, and Buyer shall not be liable for any indirect damages, consequential damages, loss of profits, lost savings, loss of goodwill or other indirect damages, except in the case of intent or deliberate recklessness on the part of Buyer's management.

7.3 The Seller fully indemnifies the Buyer against all claims from third parties, for whatever reason, in connection with the execution of the Agreement by the Seller.

8. FORCE MAJEURE

- 8.1 In the event of force majeure on the part of the Buyer, the Buyer is entitled to suspend the execution of the Agreement or to dissolve the Agreement in whole or in part without being obliged to pay any compensation.
- 8.2 Force majeure is in any case understood to mean: natural disasters, war, terrorism, government measures, strikes, epidemics, fire, disruptions in the energy supply, transport restrictions and other circumstances beyond the reasonable control of Buyer.

9. INTELLECTUAL PROPERTY

- 9.1 The Agreement does not entail a transfer of intellectual property rights. The Seller unconditionally and irrevocably grants Buyer a perpetual right to use its intellectual property in connection with the Agreement. Any developed intellectual property by the Buyer which has been developed by, through or in connection with the Products, will solely vest with Buyer.
- 9.2 The Seller guarantees that the use of the Products does not infringe the rights of third parties and indemnifies the Buyer against all claims in this regard.

10. SECRECY

- 10.1 The Seller is obliged to maintain strict confidentiality of all information that comes to its knowledge in the context of the Agreement and will not provide this information to third parties or use it for its own purposes, unless otherwise agreed in writing.

11. TERMINATION

- 11.1 The buyer is entitled to terminate the Agreement with immediate effect, without notice of default and without being obliged to pay any compensation, in whole or in part if:
- a) The seller fails to comply with any obligation under the Agreement and this failure has not been remedied within fourteen (14) days after written notice of default;
 - b) The seller is declared bankrupt, applies for a moratorium or ceases his business.

12. APPLICABLE LAW AND DISPUTES

- 12.1 All Agreements between Buyer and Seller are exclusively governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Sales Convention") expressly does not apply. The applicability of the Vienna Sales Convention is completely excluded.
- 12.2 Any dispute arising in connection with the Agreement shall be submitted to the exclusive jurisdiction of the Rechtbank Limburg, location Maastricht, The Netherlands.

13. MISCELLANEOUS

- 13.1 If any provision of these General Terms and Conditions of Purchase is void or voidable, or otherwise proves to be invalid, the remaining provisions will remain in full force and effect. In that case, the parties will consult with each other to replace the provision in question with a provision that is as close as possible to the purpose and purport of the original provision.
- 13.2 Seller is not entitled to transfer its rights and obligations under the Agreement to third parties without the prior written consent of Buyer. This provision has effect under property law as referred to in Article 3:83(2) of the Dutch Civil Code.
- 13.3 All notices, communications and other communications under the Agreement must be In Writing.

- 13.4 Buyer's failure or failure to exercise any right or authority shall not affect the right or authority, unless Buyer expressly waives that right in writing.
- 13.5 Buyer's rights and remedies under the Agreement and these Terms are cumulative and do not exclude any other right or remedy.
- 13.6 The applicability of Articles 6:89 and 7:23 of the Dutch Civil Code is completely excluded. The buyer is entitled to invoke this at any time after discovery of a defect or shortcoming in the delivered goods or services, without being bound by any deadline for submitting complaints, except insofar as the parties have expressly agreed otherwise in writing.