

GENERAL TERMS AND CONDITIONS OF SALE ("Conditions") of Prezis B.V.

1. Definitions

Agreement means (i) a Confirmed Order or (ii) an agreement between Seller and Purchaser for the sale and purchase of Products pursuant to which Orders may be placed and to which these Conditions (or any previous or updated version of these Conditions) are attached or in which these Conditions (or any previous or updated version of these Conditions) are otherwise referenced. Each Confirmed Order, including any Confirmed Orders placed under the aforementioned agreement for sale and purchase, as applicable, shall form a separate Agreement;

Purchaser means the company, partnership or person placing an Order for Products; **Confirmed Order** means an Order which has been accepted or is deemed accepted by Seller in accordance with Conditions 2.1 and 3.3;

Delivery means delivery of Products in accordance with Condition 8.1.1.

Delivery Point means the unloading point at the address stated in the Agreement or such other address as is agreed between the parties in writing;

Event of Force Majeure means any circumstances beyond the control of a party including, but not limited to, acts of God, governmental actions, strikes or other labour disputes, lock-outs, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, adverse weather conditions, epidemic, fire, reduction in or unavailability of power, breakdown, stoppage, slow working or reduced efficiency of plant or machinery, restraints or delays affecting carriers, export prohibition, shortage of production capacity, shortage or unavailability of raw materials from normal sources of supply;

Insolvency Event means circumstances in which a party is unable to pay its debts, becomes insolvent or enters into liquidation or receivership, or suffers any event analogous to any of the above;

IP Rights means patents, rights to inventions, trademarks, rights in confidential information (including, without limitation, know-how and trade secrets), copyright, design rights and all similar or related intellectual property rights existing anywhere in the world, whether registered or not and including, without limitation, any applications for the same;

Loss means any loss, claim, liability, expense or damage suffered or payable whether arising directly or indirectly;

Order means Purchaser's order or any other written instruction placed by Purchaser for Products;

Seller Affiliates means Prezis B.V. and any subsidiary of Prezis, from time to time, and **"subsidiary"** shall have the meaning given in Article 2:24a of the Dutch Civil Code;

Products means goods (or any instalment or part of them), together with any ancillary services, to be supplied under the Agreement; and

VAT means value added sales tax payable in the Netherlands and/or any other jurisdiction or any similar sales tax.

2. Application of these Conditions

2.1. These Conditions are the only terms and conditions upon which Seller is prepared to deal with Purchaser and they shall govern and are incorporated into the Agreement and any other agreement and/or Order relating to the sale and purchase of Products. They apply to the exclusion of and prevail over all other terms and conditions which Purchaser may purport to apply, impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Orders

3.1. Each Order shall be deemed to be an offer by Purchaser to purchase Products and is subject to acceptance by Seller. Purchaser is responsible for ensuring the accuracy and completeness of any Order.

3.2. Any quotation by Seller does not constitute an offer, but an invitation to Purchaser to make an offer, and Seller reserves the right to withdraw or revise a quotation at any time prior to Seller's acceptance of Purchaser's Order.

3.3. No Order shall become a Confirmed Order unless and until:

- 3.3.1. Seller has accepted such Order in writing; or
- 3.3.2. Seller has dispatched the Products for Delivery or made the Products available for collection.
- 3.4. Purchaser may not cancel any Confirmed Order except with the prior written agreement of Seller.

4. Prices

- 4.1. Unless otherwise agreed in writing, the price payable for the Products shall be:
 - 4.1.1. as set out in the Confirmed Order or as otherwise agreed in writing;
 - 4.1.2. exclusive of VAT and any other taxes and duties that are payable in respect of the Products, which Purchaser shall be liable to pay to Seller.

4.2. Notwithstanding Condition 4.1, Seller reserves the right, at any time before Delivery of Products, to increase the price of such Products in order to account for increases in Seller's costs to produce and/or supply Products, including without limitation any increased costs of raw materials, utility costs, transportation costs, exchange rate fluctuations and any other cost increases. Seller shall inform Purchaser of any such price increases prior to delivery of the relevant Products.

5. Additional costs

5.1. Purchaser shall indemnify Seller in respect of any Loss incurred by Seller as a result of:

- 5.1.1. Purchaser's instructions or lack thereof;
- 5.1.2. any failure or delay by Purchaser in taking or accepting Delivery of Products; or
- 5.1.3. infringement or alleged infringement of any third-party IP Rights where Products are made to any specific instructions, specifications or other materials provided by Purchaser.

6. Terms of payment

- 6.1. Unless otherwise agreed in writing:
 - 6.1.1. Seller shall be entitled to invoice Purchaser for the price of the Products at any

time following acceptance or deemed acceptance of the Order;

- 6.1.2. Purchaser will pay for Products in Euros (€) no later than fourteen (14) days from the date of invoice. Time for payment will be of the essence.
- 6.2. Purchaser shall make all payments due under the Agreement in full to Seller's account as notified to Purchaser without any deduction, whether by way of set-off or otherwise.
- 6.3. If Purchaser fails to make any payment on the due date (or exceeds the limit on any payment account agreed with Seller), then without prejudice to any other right or remedy available, Seller shall be entitled to:
 - 6.3.1. suspend (further) deliveries of Products (as well as other supplies under any other agreement) until Purchaser has paid the overdue amount in full; and
 - 6.3.2. charge interest on any overdue amount at the interest rate for late payments for commercial agreements set in Article 6:119a of the Dutch Civil Code. Interest will accrue on a daily basis from the due date until payment is made.

7. Intellectual property

7.1. Subject to Condition 7.2:

- 7.1.1. neither party shall have, gain title to (nor have nor gain any licence to use or modify) the other party's IP Rights; and
- 7.1.2. neither party shall do or permit any act which may indicate that it has any right, title or interest in the other party's IP Rights.

7.2. Unless otherwise agreed in writing, all IP Rights in Products shall belong to Seller.

8. Delivery and returns

- 8.1. Unless otherwise agreed in writing:
 - 8.1.1. Products will be delivered DDP (Incoterms® 2020) at the Delivery Point;
 - 8.1.2. where required, Purchaser will provide access to the Delivery Point together with adequate equipment and labour for taking Delivery of Products.
- 8.2. Any requested or estimated Delivery timings are estimates and can be changed by the Seller. Exceeding any delivery date does not result in default or liability. The dates and times are estimates and time of Delivery is not of the essence. If the Seller is not able to deliver the Products for whatever reason, it is entitled to (partially) terminate the delivery without any liability. In such event, the Seller shall refund the amount of the Supplier affected by such termination.
- 8.3. Products may not be returned without Seller's prior written authorisation and, if authorised, the Products must be unused and returned (at Purchaser's expense) in their original packaging and original condition to such address as Seller directs. Once received and verified as meeting these requirements, Seller will process any refund of charges already paid (if any) for those Products.

9. Passing of title and risk

- 9.1. Risk in the Products and title to the Products shall pass to Purchaser upon Seller having received full payment for the Products and for any other supplies that Seller has supplied to Purchaser.
- 9.2. Purchaser grants to Seller an irrevocable authorization to enter premises where Products are stored on reasonable prior notice in order to inspect them or, if Seller becomes entitled to terminate the Agreement in accordance with Condition 12, to recover them.

10. Warranties and representations

- 10.1. Unless agreed otherwise in the Agreement, the Seller warrants that at the time of despatch, the Products will:
 - 10.1.1. conform in all material respects with any specification in the Confirmed Order; and
 - 10.1.2. comply with applicable statutory and regulatory requirements in the Netherlands.
- 10.2. If any Products do not conform with the warranty given in Condition 10.1, Seller shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full. This is conditional on:
 - 10.2.1. Purchaser giving written notice to Seller of the alleged defect in the Products, such notice to be received by Seller within three (3) days of the time when Purchaser discovers the defect and in any event within three (3) months of Delivery of such Products;
 - 10.2.2. Purchaser affording Seller a reasonable opportunity to inspect and/or examine the Products;
 - 10.2.3. Purchaser making no further use (including sale) of the Products after discovering the alleged defect, unless Seller has given written authorisation to continued use;
 - 10.2.4. the Products having been used and stored in accordance with the instructions issued by Seller and otherwise in accordance with general trade practice;
 - 10.2.5. the Products having not been altered by Purchaser or any third party; and
 - 10.2.6. the defect or non-compliance not arising as a result of Seller following any requirement(s) or specifications of Purchaser.
- 10.3. Except as provided in this Condition 10, Seller shall have no liability to Purchaser in respect of Seller's failure to comply with the warranty set out in Condition 10.1. The rights and remedies set out in this Condition are the sole rights and remedies available to Purchaser and exclude any other right and remedy in law or equity.

11. Termination or cancellation

- 11.1. Seller may terminate the Agreement or suspend performance under it (and/or terminate or suspend performance under any other agreement for supplies) with immediate effect and without liability by giving written notice to Purchaser if:
 - 11.1.1. Purchaser commits a material breach of any term of the Agreement and (if such breach is remediable) Purchaser fails to remedy that breach within fourteen (14) days of being notified to do so;
 - 11.1.2. Purchaser fails to pay any amount when properly due under the Agreement; or
 - 11.1.3. Purchaser suffers an Insolvency Event.
- 11.2. Purchaser shall not be entitled to cancel or terminate any Agreement, whether by

reason of any act, omission or default on the part of Seller or otherwise, and its rights to do so (including any rights to do so at common law) are excluded.

- 11.3. On termination of the Agreement for any reason, all outstanding amounts under the Agreement will become due and payable by Purchaser from the date of termination.
- 11.4. Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive the termination of the Agreement shall continue in full force and effect.
12. **Limitation of liability**
 - 12.1. Nothing in these Conditions excludes or limits the liability of Seller for events which cannot be excluded by law.
 - 12.2. The Seller is not liable for any damages, on whichever basis including tort and indemnity, as a result of or in connection with the sale of the Products. The Seller is responsible to deliver the Products in accordance with Condition 10 and can only be held to the remedies and rights stipulated in aforementioned Condition.
 - 12.3. In the event that the Seller is nonetheless held liable for any damage, such liability should in all cases be limited the amount covered by the insurer or EUR 50,000, whichever amount is lower.
 - 12.4. In any event, the Seller shall never be liable for any:
 - 12.4.1. pure economic loss;
 - 12.4.2. loss of profit;
 - 12.4.3. loss of anticipated savings or cost reductions; or
 - 12.4.4. loss of business or depletion of goodwill, (in each case whether direct or indirect) or for any indirect or consequential loss whatsoever and howsoever caused which arise out of or in connection with the Agreement.

13. Force majeure

- 13.1. Save for Purchaser's obligation to pay for Products, neither party shall be liable under the Agreement for any delays or failures in performance of the Agreement which result from an Event of Force Majeure. The party subject to an Event of Force Majeure shall notify the other party in writing when such event causes any such delay or failure. The time for performance of an obligation which is affected by an Event of Force Majeure shall be extended by such period that reflects the delay caused by the Event of Force Majeure. If the Event of Force Majeure continues for more than thirty (30) days, either party may terminate the Agreement by giving written notice to other.

14. Miscellaneous

- 14.1. A waiver of any right or remedy under the Agreement is only effective if granted in writing, and if so granted shall not be deemed a waiver of any subsequent or other breach or default.
- 14.2. These Conditions may be updated by Seller by notice in writing from time to time. Any such updates shall apply to any Orders placed after such update. Subject to the foregoing, no variation to these Conditions shall be valid or effective unless it is made in writing, refers to these Conditions and is duly signed or executed by, or on behalf of, each party.
- 14.3. Each party acknowledges that it may have access to confidential information relating to the business or affairs of the other party. Each party specifically agrees that it will keep confidential and will not use for any purpose other than the performance of (or the exercise of rights in respect of) the Agreement (as applicable), and will not, subject to Condition 14.5 and 14.6, without the prior written consent of the other, disclose, directly or indirectly, to any third party, any such confidential information.
- 14.4. Seller may disclose confidential information received from Purchaser to Seller Affiliates, relevant service providers and professional advisors, under conditions of confidentiality.
- 14.5. Nothing prevents use or disclosure by either party of information which is already in the public domain (other than due to default of such party) or which such party acquires independently of the other party and without restriction on disclosure or use or prevents disclosure to the extent required by law or regulation.
- 14.6. If any provision of the Agreement is held to be invalid or unenforceable it shall, to the extent of such invalidity or unenforceability be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in full force and effect.
- 14.7. Seller may assign the Agreement or sub-contract the whole or any part thereof. Purchaser cannot and shall not attempt to assign, transfer, charge or otherwise deal with its rights or obligations under the Agreement without the prior written consent of Seller. The prohibition for Purchaser to assign, transfer, charge or otherwise deal with its rights or obligations under this Agreement shall have effect under the law of obligations as well as under property law as intended under Article 3:83 paragraph 2 of the Dutch Civil Code.
- 14.8. The rights and remedies of Seller under these Conditions shall be cumulative, and no right or remedy of Seller set out in these Conditions shall be deemed to be in lieu of any other right or remedy.
- 14.9. Any notice required or permitted to be given by either party to the other shall be in writing addressed to the other party at its registered office or principal place of business. Notice (save for commencement of proceedings) may also be sent by email, to an approved e-mail address recipient (as notified by the recipient party in writing), provided that no failed delivery or out of office message is received.
- 14.10. Nothing in the Agreement creates a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of one party shall be deemed to be or become an employee of the other party.
- 14.11. The Agreement will not be enforceable by any person other than Purchaser and Seller.

14.12. The Agreement contains the whole agreement between the parties in respect of the applicable subject matter and replaces and shall supersede all prior written or oral agreements, arrangements and understandings between the parties relating to such subject matter.

14.13. The Agreement and any dispute or claim arising out of or in connection with it, or its subject matter or formation, whether of a contractual or non-contractual nature, shall in all respects be governed by and construed in accordance with Dutch Law and the parties irrevocably submit to the exclusive jurisdiction of the court of Amsterdam, the Netherlands. The United Nations Convention on the International Sale of Goods shall not apply to the Agreement and is expressly excluded in its entirety.