I. Scope of Application

1. We order goods and services exclusively on the basis of these General Terms and Conditions of Purchase (hereinafter the 'Terms and Conditions'). They shall also govern all future transactions with the Supplier. Any general terms and conditions of the Supplier that deviate from our Terms and Conditions shall not be applicable unless we have explicitly agreed same with the Supplier. Any such agreement must be recorded in writing.
2. Our Terms and Conditions apply only to persons who, on concluding a legal transaction with us, are acting in their vocational capacity as tradespersons or self-employed persons and entities and separate assets under public law.

II. Conclusion of Contract, Condition of the Goods

1. Our enquires are non-binding and shall enable the recipient to make an offer. Offers require written text form.
2. The contractually agreed condition of the goods are all those proper- ties and features that are specified in enquiries, specifications, orders, confirmations of order, telephone calls or other correspondence. The same principle applies for properties and features of the goods that were specified on the product packaging or advertising of the Supplier or the manufacturer. In addition, the goods must conform to the product characteristics and features of a sample sent to and accepted by us.
3. The first or original sample submitted to us shall also remain the basis for the contract if the Supplier subsequently sends samples for selection in respect of single or partial deliveries in order to document the quality of current production. If a sample for selection constitutes a significant improvement on the original sample, it may be mutually agreed, in a separate written agreement, that said sample shall be deemed the new original sample binding on all future deliveries.
4. The Supplier guarantees that his goods do not infringe against third party rights in the country of destination as notified to the Supplier.

III. Prices, Payments

1. The price stated in the order is binding. If delivery day prices are agreed, the applicable price shall be price applying on the date on which the material is dispatched. The price includes the costs for packaging, any certificates, inspection reports, drawings and similar services performed by the Supplier. The Supplier shall bear the costs for transport insurance.
2. The price includes delivery to the delivery address specified in our order. We bear transportation costs only on the basis of an express agreement to that effect. Any such agreement must be recorded in writing. If we have agreed to bear the transport costs, then the Supplier must choose the most favourable form of dispatch.
3. If, on account of a delay for which the Supplier bears responsibility, an agreed delivery date can only be met by faster transportation of the goods, the additional costs ensuing as a result, such as express surcharges and airfreight costs, shall also be borne by the Supplier if we have agreed, pursuant to the second sentence of No. III item 2, to bear the normal transport costs. The same principle applies to any faster transportation of the goods that is used in order to reduce the delay in delivery.
4. Invoices shall not be enclosed with the consignment but shall be sent separately and in duplicate immediately after delivery, showing the value added tax and stating our order number and the item number from our order. Payments shall be rendered in the mode of our choice. The deadlines for payment shall be measured from the date on which we receive the invoice. The deadlines for payment and the periods in which discounts may be deducted shall not commence before delivery and performance have been rendered in full by the Supplier. This also includes, without restriction, the provision of all accompanying documents and other documents such as factory certificates, certificates of origin, test reports and similar. In the case of delivery to a third party we specify, documentary evidence of receipt must be enclosed. Invoices shall not be advised for payment until after receipt of such evidence. If the invoice details are incomplete or incorrect, we cannot be deemed to be in default of payment.
5. Claims to payment on the part of the Supplier shall be due 30 days after receipt of the goods, associated documents and a proper invoice. The Supplier grants us a 3% discount if we pay within 14 days.
6. We have rights of set-off and retention to the statutory extent. In particular, we have rights of set-off against any claims we may have against the Supplier based on the respective contract or ongoing business relations. The Supplier has rights of set-off and retention only in the case of counterclaims that are undisputed or have been established as final and conclusive by a court of law.
7. Claims against us may not be assigned except with our consent.

IV. Delivery time, Delivery note

1. The delivery time stated in the order is binding. The decisive criterion for punctuality of delivery is receipt of the goods during normal business hours at the delivery point we specified.
2. The Supplier agrees to select a form of dispatch such that the agreed delivery date is met in any case. If the Supplier is unable to comply with the delivery date, the Supplier shall choose a form of dispatch that enables the goods to be delivered most rapidly to the place we specified. If we bear the transport costs pursuant to sentence 2 of item III (2), the Supplier shall choose the

least expensive form of dispatch unless explicitly agreed otherwise.
3. Three days before dispatching the consignment, the Supplier shall send us notification of dispatch, stating the order and item numbers from our order, the precise quantity and the precise designation of the goods. A delivery note in duplicate must be enclosed with each delivery; all order data must be visible on the delivery note and the invoice. If the delivery note is missing, or contains incorrect or incomplete details, we are entitled to refuse the delivery. If we nevertheless store the goods, they are stored at the expense and risk of the Supplier. A copy of the delivery note must be sent to us concurrently with dispatch of the goods, but by separate post or facsimile.
4. If we do not accept the delivered goods due to objections raised by our incoming goods inspection, the delivery must be collected by the supplier at no charge to ourselves within five working days after a respective notification.
5. In the case of deliveries to third parties we specify, only our delivery notes are to be enclosed with the delivery. At least three days before dispatching any article, the Supplier must send us an appropriate number of samples, an inspection report and a production record.
6. The Supplier must inform us in writing without delay if circumstances arise or become known to him that may result in delayed delivery. If the agreed delivery date is exceeded by more than two weeks, for whatever reason, we are entitled to withdraw from the contract. The Supplier has rights of withdrawal – even in cases of force majeure – only to the extent provided for by law.
7. In the event of non-compliance with agreed delivery dates, Supplier will be liable to immediately pay a penalty in the amount of 0.3% of the value of the purchase order for each subsequent working day that follows as of the agreed delivery date. Such penalty will not be higher than 5% of said value. The foregoing is without prejudice to our right to recover damages in excess of the amount of such penalty and our right to claim performance of the respective obligation. Article 6:92 of the Dutch Civil Code is not applicable.
8. The acceptance, without reservations, of delayed deliveries and services shall not constitute a waiver of our contractual and statutory claims. The contractual penalty can only be claimed if we reserve the right thereto at the latest at the time of the final payment.

V. Transfer of Risk, Modalities of Delivery

1. The risk of accidental loss of, or accidental damage to the goods does not pass to us until delivery has been made to the point of delivery we have specified.
2. The Supplier must take out a transport insurance policy.
3. Partial, short or excess deliveries are not permitted.
4. Retentions of title by the Supplier shall not be recognized.
5. The content, type and scope of delivery is defined solely by our order. The received weights as measured by our factory scales shall be applicable in the determination of weights. In the event that weighing is not possible at our plant, the applicable weights shall be the official weights as indicated by the railway authorities on the waybill, or, in the case of delivery by truck, the weights determined by a public weighing machine.
6. Should it be necessary or common practice to pack the delivery item, the Supplier shall ensure that packaging is adequate. The packaging material shall be returned only on condition that a separate agreement to that effect has been concluded. The goods must be dispatched to the place of receipt we stipulate. The risk of damage or accidental loss shall not pass to us until the delivery item has arrived at the stipulated place of receipt. If proper transport documents are not present on receipt of the delivery item, all additional costs that result shall be borne by the Supplier. In such cases we shall also be entitled to refuse acceptance of the delivery, whereby the Supplier shall bear the resultant costs. We may also refuse acceptance of the delivery item if a force majeure event, or other circumstances beyond our control, including strike or lock-out, make it impossible or unreasonable for us to take delivery. In such a case, the Supplier shall store the delivery items at his own expense and risk.
7. The Supplier shall take back the packaging at no cost. However, we are obliged to return packaging only on the basis of an explicit agreement. Any such agreement must be recorded in writing.

VI. Rights and Obligations in case of Defects

1. Obvious defects must be notified by us within two weeks after delivery to the point of delivery we have specified; hidden defects must be notified within the same period after their discovery. Timely dispatch of such notification suffices to comply with the notification period. If we have resold the goods in accordance with their purpose, in unpacked form, the period for inspection and notification of defects does not begin until the goods are delivered to our customer. Our incoming goods inspection is limited to external visible damages and assessment of the compliance of quantities and the identity of the ordered goods based on the delivery notes.
2. In the case of defects, we enjoy unrestrictedly the statutory rights, including the associated discretionary rights and the rights of recourse. The statutory regulations governing the burden of proof shall apply.
3. Should the Supplier delay the substitution for defective goods or the remedying of a defect, or in urgent cases, we have the right to remedy defects ourselves or through a third party, at the expense of the Supplier. The warranty period shall recommence for repaired or newly delivered parts.

4. If, in the case of successive deliveries or deliveries under a frame- work supply agreement, at least two (partial) deliveries are defective, we shall be entitled to terminate without notice. If the Supplier has acted in a culpable manner, he shall be obliged to pay compensation for the damage resulting from termination of contract.
5. If, as a consequence of at least two deliveries being defective, it is necessary for us to conduct incoming goods inspections beyond the normal scope, then the additional costs incurred shall be borne by the Supplier.
6. Payments rendered by us shall not signify that we have acknowledged the goods as conforming to contract.

VII. Force Majeure

1. The performance of the agreement will be wholly or partially suspended for the duration of a force majeure event within the meaning of Article 6:75 Dutch Civil Code, without parties being obliged to any compensation. In case the duration of the force majeure situations lasts longer than (30) days the other party is entitled to terminate the agreement by written notice with immediate effect and without judicial intervention, without this giving rise to any compensation.
2. The following events on part of the supplier shall in any case not be deemed force majeure events: lack of personnel, strikes, default of third parties engaged by the Supplier, unavailability of auxiliary materials and liquidity or solvency problems on part of the Supplier.

VIII. Non-disclosure agreement

1. The Supplier may not disclose any information submitted by us, which comes into his possession during his activities under this contract, to third parties without our approval. In case of approval, the receiving third party shall be bound accordingly.
2. The obligation shall not apply on information which was already publicly known at the time of disclosure or became public knowledge thereafter in another way through no fault of the customer or which is lawfully received by one of the parties from third parties without duty of confidentiality or which has to be disclosed owing to a statutory obligation, or to any other permissible legal obligation.
3. The Supplier shall not use the information for the purpose of imitation or, reverse engineering or otherwise use it out of the scope of the contract and shall ensure that compliance by third parties is guaranteed accordingly.

IX. Liability, Withdrawal

1. In the event of a defective delivery the Supplier shall bear all expenses required for the purpose of cure, this also includes costs for assembly and disassembly which are passed on by our customers in connection with a defective delivery.
2. The Supplier's contractual and extra-contractual liability for breaches of obligation shall be based on the statutory regulations. In particular, no exemptions from liability, restrictions on liability or exclusions of withdrawal shall be recognized.
3. If producer liability claims are asserted against us due to a defect in an object delivered by the Supplier, the Supplier shall hold us free from the producer's liability resulting from the defect, when first requested to do so. In this connection, the Supplier is also under an obligation to reimburse us any expenses arising from or relating to any product recall we carry out, in accordance with the principle of conducting another's affairs without authority to do so. We shall inform the Supplier – to a reasonable and feasible extent – about the content and scope of any product recalls to be carried out and shall provide him with an opportunity to state his position.

X. Limitation periods

1. In the event that no other arrangement has been agreed to, the limitation period for warranty claims shall be 36 months from transfer of risks.
2. Claims to payment on the part of the Supplier shall be barred by limitation after one year. This period of limitation shall also apply to other claims on the part of the Supplier.

XI. Product liability insurance

1. The Supplier agrees to take out an insurance policy providing adequate cover against product liability risks and to provide us, on request, with documentary proof that such an insurance policy has been taken out and that it is being maintained. In case an insurance claim becomes payable, the Supplier hereby assigns to us in advance his claims against the insurance company. We hereby accept this assignment of claims.
2. If the Supplier fails to honour the obligation pursuant to the first sentence of item XI.1 above, he shall be obliged to pay a contractual penalty of Euro 10,000.00

XII. Conflict Minerals

We do not accept delivery of goods that include "Conflict Minerals" according to Sec.1502 of the Wall Street Reform and Consumer Act, known as "Dodd-Frank Act" or article 2 of EU Regulation 2017/821. These minerals include GOLD, TANTALUM, TIN and TUNGSTEN originated in the Democratic Republic of the Congo or an adjoining country such as Angola, Burundi, the Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda or Zambia or other conflict-affected and high-risk areas ("3TG-Minerals"). Our suppliers have to implement due diligence procedures and documentation procedures to verify that no 3TG- Minerals are included in the product sold to us.

XIII. Applicable law, Place of performance, Place of jurisdiction

1. The Contract is governed exclusively by the Dutch law.
2. For cross-border cases, Dutch Law including the UN Convention on Contracts for the International Sale of Goods (CISG) shall be applicable.
3. The sole place of performance for deliveries and services rendered by the Supplier is Dordrecht, the Netherlands. Dordrecht is also the place of payment for us.
4. If the Supplier has merchant status, the sole place of jurisdiction for both parties and for all disputes arising directly or indirectly from the contract is Rotterdam, the Netherlands. However, we have the right to institute judicial action against the Supplier at the latter's general place of jurisdiction.
5. In the case of cross-border deliveries, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is also Rotterdam, the Netherlands. We reserve the right to invoke any other court that has jurisdiction under national law or the law of the European Union.

XIV. Severability clause

1. If any condition of this Contract is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining conditions of this Contract.
2. In the case mentioned in XIV. sec.1 the Parties shall replace the invalid or unenforceable provisions by such provisions that most closely correspond to the economic purpose of the provisions to be replaced.

XV. Data protection

1. The Supplier acknowledges that, on account of this contract, we store his personal data for the purposes of automated processing (invoicing, bookkeeping, etc.). No other data besides those contained in this con- tract shall be stored.
2. If the Supplier obtains access to personal data for which we are the responsible party when concluding the contract or in connection with the provision of the contractual services, the Supplier shall ensure compliance with the statutory data protection provisions, in particular the obligations under the General Data Protection Regulation (GDPR). In particular, the following provisions apply, partly in addition to the legal obligations:

a. Personal data shall be processed exclusively for the purpose of fulfilling the contractual obligations arising from the contract ("purpose limitation").

b. The Supplier shall ensure that its employees only have access to personal data to the extent that this is necessary for the fulfilment of the contractual obligations arising from the contract.

c. The Supplier undertakes to take technical and organisational measures in accordance with the state of the art in order to guarantee and permanently ensure a level of protection for personal data that is appropriate to the risk. Upon our request, the Supplier shall provide evidence of compliance with the aforementioned technical and organizational measures.

d. A transfer of personal data to third countries is only permitted in accordance with the provisions of Art. 44 et seq. GDPR.

e. The Supplier shall delete the data without delay as soon as they are no longer required for the performance of the contract and the statutory retention periods are complied with.

XVI. Compliance

1. The Supplier confirms that he has taken notice of our Code of Conduct, available at the website of the Buhlmann Group or directly accessible via https://buhlmann-group.com/downloads/#code-of-conduct and undertakes to observe and comply with the principles laid down in the Code of Conduct by performing his activities and to ensure compliance within his supply chain.
2. If the Supplier violates its obligations under clause XVI. 1 we shall have the right to terminate the contract without notice. In this respect, the Supplier shall indemnify us against all claims of third parties

XVII. Export control

1. The Supplier is obliged to inform us in writing if ordered goods and services are subject to export restrictions. This applies in particular to dual-use goods in accordance with the EU Dual-Use Regulation 2021/821 or other products which are subject to an export or re-export ban under the relevant regulations or whose export is subject to approval, e.g. under the embargo regulations of the European Union, the United States, United Kingdom and the UN.
2. The Supplier shall ensure that the production and handling facilities in which the goods intended for us are manufactured, stored, processed, loaded, unloaded and transported are protected against unauthorized access by third parties within the framework of a secure supply chain and that the personnel employed are careful and reliable.

XVIII. Supply Chain Due Diligence

The Supplier undertakes to comply with the relevant regulations on the traceability of compliance with human rights and the protection of resources within the supply chains.

XIX. Compliance with the EU Packaging and Packaging Waste Regulation (PPWR)

1. The Supplier warrants and guarantees that all packaging, packaging components, and packaged products

(hereinafter "Goods") delivered to us shall, at all times, be in strict compliance with all applicable requirements of the EU Packaging and Packaging Waste Regulation (EU) 2025/40 (PPWR) as amended, including all delegated and implementing acts adopted thereunder (PPWR), as amended from time to time. This includes, but is not limited to, all requirements regarding recyclability, recycled content, reusability, material composition, and labelling.

2. The Supplier undertakes to prepare, maintain, and keep up to date the EU Declaration of Conformity and the complete technical documentation for the Goods as required by the PPWR. The Supplier shall provide us with such documentation promptly and free of charge upon our request. We are entitled to request and audit these documents at any time.

3. The Supplier shall indemnify, defend, and hold us harmless from and against any and all claims, demands, fines, penalties, costs (including reasonable legal fees), and damages arising out of or in connection with any breach of the obligations set forth in this article by the Supplier, its agents, or its sub-suppliers.

Technisch Handelsbureau Hellebeuk B.V.