

GNT GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (“Terms and Conditions”), together with the terms and conditions on the purchase order, contract, or other binding agreement (“Order”) the “Agreement”, apply to and constitute the entire understanding for a purchase of products or services between the affiliate or subsidiary of GNT Group B.V. named on the Order (“Buyer”) and the supplier named on the Order (“Supplier”) and will be binding to parties. Any changes by Supplier are binding only if accepted by Buyer in writing. These Terms prevail over any of Supplier's general terms and conditions of sale and terms in any invoice or Order confirmation and any other modifications, counterproposals, or counteroffers proposed by Supplier to an Order are expressly rejected and shall not become part of the Agreement. This Agreement expressly limits Supplier's acceptance to the terms of this Agreement.

1. Commercial Conditions.

1.1 The Supplier shall supply to the Buyer the goods and products (“Products”) and/or the services (“Services”) in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products or Services and generally recognized industry standards for similar products and services.

1.2 Supplier shall deliver the Products and/or perform the Services for the price(s) mentioned in the Agreement (“Price”). Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) and including all shipment preparation, transportation, insurance, customs duty, storage and packaging cost and (iii) exclusive of any Value Added Tax and (iv) inclusive of all other taxes, duties, levies, fees (including license fees), charges and inclusive of all costs. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

1.3 Unless otherwise agreed in the Order, Buyer shall pay the amount invoiced by Supplier within sixty (60) calendar days after receiving the applicable invoice or receiving the Products (or performance of the Services), whichever is later or within such lesser period of time as is required by applicable laws.

1.4 Any items, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of Products and Services are deemed to be included within the scope of the Products and Services to be delivered for the Price.

2. Ordering and Payment

2.1 Supplier shall respond within five (5) days accepting or rejecting an Order. The Supplier shall be deemed to have accepted an Order (i) if Supplier fails to give written notice of rejection within five (5) days of receipt if the Order does not conform to Supplier's offer or (ii) if Supplier commences or continues delivery of Products or Services referenced in the Order.

2.2 Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.

2.3 To the extent Services are supplied on a reimbursable basis, Supplier shall keep records of all costs, expenditures and hours worked and, upon request, shall promptly provide Buyer access thereto.

2.4 Supplier shall send its invoices to Buyer within five (5) working days after the date Supplier is entitled to payment under the Order. Buyer may opt to execute the invoicing through electronic communication. Supplier will comply and act in accordance with the applicable rules, regulations and requirements, including any additional invoicing requirements.

2.5 Unless prohibited by applicable law, Buyer is entitled to terminate or modify an Order at any time in writing, even after delivery, provided Buyer reimburses Supplier for any reasonable direct costs incurred as a result of such cancellation or modification and Supplier will refund any advance payments made by Buyer.

3. Compliance

Supplier agrees that the Products and Services will not in any way directly or indirectly originate from or be provided by any country, person or entity which would cause Buyer or Supplier to be in violation of or be penalized by U.S., E.U. or U.K. or other applicable economic-sanctions, embargo, anti-terrorism or anti-money laundering laws. Supplier must provide at Buyer's written request all information enabling Buyer to identify the origin, place and date of manufacture of the Products and the raw materials used to manufacture the Products, and any other information regarding the Products and the related raw materials, in addition to the serial or batch numbers.

4. Delivery, warranty and acceptance of Products

4.1 Unless explicitly agreed otherwise, the Products shall be delivered according to Incoterm DDP (site Buyer). Partial or early deliveries of Products are not permitted. Buyer shall have the right to defer delivery of an Order, in which case Supplier shall at its expense store, preserve, and secure the Products separately, properly packed, and identifiable.

4.2 Supplier guarantees that it will supply without delay and interruption the Products and/or Services. Supplier shall immediately notify Buyer of any foreseeable delay.

4.3 Delivery shall take place in adequate packaging. Costly and re-usable packaging shall be taken back by Supplier. Supplier shall timely provide Buyer with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, use, treatment, process, installation and storage of the Products and with all certificates of analysis/conformity as customarily supplied. If Supplier has agreed to maintain a minimum supply of Products in stock for recurring deliveries to Buyer, then Supplier shall ensure that the restocked Products to be included in each subsequent delivery are of the same quantity, state and condition

as the Products included in the first delivery. TIME, QUANTITY, AND QUALITY ARE OF THE ESSENCE AS TO ALL PRODUCTS AND SERVICES.

4.4 Supplier warrants the proper functioning of the Products and warrants that the Products will be in conformity with the specifications and requirements, be new, unused, fresh, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. Supplier expressly warrants that it has good and marketable title to the Products and deliverables of the Services supplied, including the right to grant Buyer intellectual property right(s). Supplier holds any and all licenses, permits, end-user statements and any other documents, which are required in the country of origin, of transit and of destination to perform its obligation and will immediately notify Buyer of any legal restrictions. These warranties shall not be deemed to exclude any other express or implied warranties and/or rights that Buyer may have or obtain under the Agreement or applicable law and shall extend to Buyer, Buyer's affiliates and its and their respective buyers as third-party beneficiaries. If these warranties cannot, without further action, pass through, Supplier agrees to execute any assignment or other document necessary to pass the warranties to such party. Any of Buyer's affiliates may make a warranty claim(s) directly against Supplier, and such affiliate is not required to make such claim(s) through the Buyer.

4.5 Pursuant to the provisions of clause 4.4, Supplier shall, at Buyer's discretion, at its own cost and expense, promptly repair or replace any defect or non-conformity with specifications (hereinafter "Defect(s)") resulting from faulty design, materials or workmanship within a period of two (2) years after the date of acceptance or the date of first operational use, whichever date is later, and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products or Service deliverables to Supplier and the delivery of repaired or replacement Products or Service deliverables to Buyer. Repaired or replaced Products, Service deliverables or parts will be warranted for another period of two (2) years from the repair or replacement date. If requested, Supplier shall leave these goods in free use with its user until Supplier has delivered Products in replacement. The warranty period shall be extended by any period(s) during which the Products have been out of operation.

4.6 The guarantees and warranties set forth in this Section 4 are cumulative and in addition to any other guarantee or warranty provided by law or equity.

4.7 Buyer is entitled to inspect and test the Products and reject any Products and cancel the applicable Order in whole or in part, which Products are delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other Defect(s), for risk and account of Supplier (including transportation charges) and without prejudice to Buyer's right to compensation for the losses and damages suffered as a result of Supplier's non-compliance. Without limiting the foregoing, Buyer may accept Products with Defects at a reduced Price, or purchase the same or substitute Products from an alternative supplier and hold Supplier accountable for the difference between the price of the Products agreed with Supplier and the price paid by Buyer for such substitute Products, if higher, including amounts charged for shipping, insurance, handling, and any taxes or duties.

4.8 Inspection, testing, acceptance or payment does not release Supplier from its obligations and guarantees and warranties.

5. Performance and acceptance of Services

5.1 Supplier warrants the quality and the results of the Services. Supplier shall perform the Services in accordance with the requirements and specifications of the Agreement, in a professional and workmanlike manner, observing due skill and care, using proper and well-maintained materials and employing sufficiently qualified staff in accordance with generally recognized industry standards for similar services.

5.2 Supplier shall properly and timely instruct Buyer of any special use or treatment regarding the Services.

5.3 Supplier shall, (i) before the date on which the Services are to start, obtain, and at all times during the performance maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services (ii) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures, (iii) maintain complete and accurate records relating to the provision of the Services, and (iv) not engage any subcontractor to perform Services without Buyer's prior written approval.

6. Transfer of title

6.1 The title and risk of loss of the Products and deliverables of the Services shall pass to Buyer upon delivery at the delivery point as stated in the Agreement. However, if Buyer pays for any Products prior to delivery, title shall pass to Buyer upon payment, while risk of loss shall remain with Buyer until delivery at the delivery point. If so, Supplier shall separate Products paid for from any other products and identify the same as GNT property;

6.2 The title and risk of loss of the Products under a rental service agreement shall remain with Supplier. The title of stored Buyer's Products under a warehousing agreement remains with Buyer. The risk of loss of such Products under a warehousing agreement is transferred to Supplier at acceptance of the Products and transfers back to Buyer upon delivery of these Products to Buyer.

6.3 Supplier shall identifiably store any raw materials and semi-finished goods allocated for the manufacture and or production of the Products and deliverables and the finished Products and deliverables itself. The risk of loss of such goods, raw materials and semi-finished goods remains with Supplier until acceptance thereof.

7. Opportunity to inspect

7.1 Supplier shall ensure that Buyer or its designated third party can inspect the Products and the manufacturing facilities and process of the Products and/or any place where the Services or part thereof may be carried out. Upon request, Supplier shall make knowledgeable personnel available for interviewing to verify compliance of the Products and manufacturing process with the Agreement and specifications.

7.2 Supplier shall diligently and continuously control and test the quality, conformance to specifications and compliance with all applicable laws, rules and regulations of the Products and Services as well as the operations during manufacturing, storage and delivery. Supplier shall ensure that Buyer, or its nominee, can attend tests and/or inspect the Products at any time.

7.3 Inspection and/or testing does not relieve Supplier of any obligation or liability under the Agreement.

8. Controlled changes

The implementation of changes or improvements related to the Products, Services or performance of the Services, including business or manufacturing processes, raw or other materials (including supply source) or any other changes that might affect the specifications of the Products or the Services, require the prior written approval of Buyer. Supplier will inform Buyer well in advance of any such changes, including to cost and timing of Products and Services and will enable Buyer to control and test the Products.

9. Sustainability Obligations

9.1 Buyer is committed to ensure that working conditions in Buyer's supply chain are safe and humane, that workers are treated with respect and dignity, and that manufacturing processes are environmentally responsible. Accordingly, Supplier agrees that it: (a) shall comply with the Buyer's most current Sustainable Sourcing Policy published at <https://exberry.com/en/conditions-and-policies/>; (b) shall not request or encourage, directly or indirectly, any Supplier employee, agent, officer, director, manager or shareholder ("Personnel") to furnish false or incomplete information in connection with an audit or inspection; (c) shall not take retaliatory action against any Supplier Personnel interviewed by Buyer; and (d) shall immediately remedy any non-conformance with Buyer's Supplier conduct requirements.

9.2 Buyer and Supplier each acknowledge the importance of maintaining a sustainable supply chain, in which vendors and suppliers at all levels comply in full with all applicable laws and industry standards with respect to fair labor practices, including robust safety standards. Supplier understands Buyer will not tolerate any child labor and forced labor nor any forms of discrimination, including discrimination against indigenous peoples, migrants, minorities, people with disabilities, discrimination against women, racial and religious discrimination, or discrimination based on sexual orientation and gender identity. Further, Supplier must not, in connection with any activities under or related to the Order, directly or indirectly: (a) violate any applicable law prohibiting or penalizing bribery or corruption; (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any government official, official of a political party, candidate for political office, or a political party or to any private (i.e. non-government) person to influence any act or decision or to secure any other improper advantage in order to obtain or retain business with or for Buyer. Supplier will promptly report to Buyer any request or demand for any undue financial or other advantage of any kind received or offered by Supplier in connection with the performance of the Order.

10. Liability

10.1 Supplier will be liable for all types of damages or losses of Buyer or any affiliate or subsidiary of Buyer resulting from any breach or non-performance by Supplier or any of its agents or sub-contractors of Supplier's obligations under the Agreement, or Supplier's fraud, or personal injury or death caused by Supplier's negligence or willful misconduct. Further, Supplier will be responsible for and reimburse Buyer for all costs of and liability arising from any repair, recall of finished Products (incorporating goods with actual or alleged Defects, replacement or additional services including transportation.

10.2 In no event shall Buyer be liable for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Agreement.

10.3 Buyer's total cumulative liability arising out of or in connection with this Agreement (other than for payment of purchase prices, royalties, license fees, support fees, and any other amounts owed under this Agreement), shall in no event exceed the amount paid to Supplier by Buyer under this Agreement in the twelve (12) months period preceding the event giving rise to a claim.

11. Indemnification

11.1 Supplier shall be liable and defend and indemnify Buyer and any parent, subsidiary or affiliate of Buyer and its and their respective directors, officers, managers, shareholders and employees ("Indemnified Parties"), from and against any and all actual or contingent damage, loss, injury, death, costs liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the purchase from Supplier, use and/or sale of Supplier's Products by Indemnified Parties or any third party, the performance of the Services and the deployment of Supplier's Services by Indemnified Parties or any third party, or from Supplier's negligence, willful misconduct or breach of these Terms, except to the extent that the Losses are caused by Buyer's willful misconduct or gross negligence. Supplier shall not enter into any settlement without Buyer's prior written consent. Buyer shall be entitled to participate in the defense against any Losses with its own counsel at its own cost and expense.

11.2 Supplier shall, at its expense, defend and indemnify Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Products or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without Buyer's or Indemnitee's prior written consent.

12. Crisis Management

A “Crisis” is a situation defined as: a severe, often unexpected, break in business continuity; and/or a high degree of uncertainty concerning the course of events; and/or the risk that media and/or authorities will be involved, which represents a threat to people (Buyer’s consumers, local communities, Buyer’s employees and/or third parties); the environment; and/or Buyer’s business (financial situation, key activities, business systems, reputation of Supplier, a part of Supplier and/or a brand). If a situation meets these criteria, Supplier must notify Buyer immediately and no later than 4 hours following the occurrence of the event(s) in question. A Crisis is likely to trigger an immediate response and coordinated actions from the Buyer’s business teams, in an emergency setting. Communication is therefore vital. Unless required by applicable laws, Supplier must not make any public statement, communication or press release, including social media, relating to the Crisis, to the Order or its relationship with Buyer, its goods or services provided to Buyer without Buyer’s prior written consent.

13. Force Majeure

Neither party shall be liable towards the other party for any non-fulfillment of the Agreement to the extent such failure is due to a force majeure event, being an external, unforeseeable event for which the party is not at fault and for which it is not accountable for by virtue of law or generally accepted principles, such as acts of god, war, terrorism, natural disaster or government orders or actions (“Force Majeure”), provided that the party invoking Force Majeure shall use its best efforts to fulfill its obligations by any means possible. Buyer and Supplier understand and agree that transport problems, illness, strikes, raw materials shortage, equipment failure, information-technology- system failures, third-party cyberattacks, breach of contract by third parties contracted by Supplier or a stagnation in Supplier’s business are not considered force majeure events. In case a situation of Force Majeure continues for more than 30 days, Buyer shall be entitled to fully or partially terminate or cancel the Agreement by written notice. Buyer may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfill its obligations.

14. Confidentiality

Any and all information provided by or on behalf of Buyer shall be treated as confidential and shall only be used by Supplier for the purpose of this Agreement. Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case Supplier is required to disclose the information by virtue of a court order, applicable law or statutory duty, provided that the Supplier shall immediately inform Buyer and disclose only the minimum portion of confidential information that is required to comply with such court order or applicable law. Supplier shall upon demand promptly return to Buyer all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the Agreement as confidential. Supplier or its employees will sign a confidentiality agreement at request.

15. Ownership and intellectual property

15.1 Any goods, materials, deliverables, work product or services that may be the subject of intellectual property rights or related rights in connection with the Order and are (a) based upon or arising from Buyer's intellectual property, information, materials or data, or (b) developed for Buyer under or in connection with the Order ("Developed IP"), will belong exclusively to Buyer. To the fullest extent permitted by applicable laws, Supplier agrees to assign all rights, titles and interest in such Developed IP to the goods, materials, deliverables, work product and services and irrevocably waives any moral rights arising in relation to any copyright work, and in all cases without additional compensation as the remuneration of Supplier for such assignment and waiver is included in the price of the Order.

15.2 If such assignment is not possible pursuant to applicable laws, Supplier agrees to grant and hereby grants an exclusive irrevocable, perpetual, transferable, worldwide, fully-paid license with the right to sub-license to Buyer to make, have made, use, sell, keep, copy, modify, distribute, reproduce, represent, adapt, translate and arrange (using any means and media, in whatever form, for any activity whatsoever) the relevant intellectual property rights or related rights, whether such rights are known or unknown, existing or future. No additional compensation shall be payable by Buyer for such license as the remuneration of Supplier for such license is included in the price of the Order.

15.3 Nothing contained in these Terms and Conditions or the Order grants Supplier any express or implied rights or licenses with respect to Buyer or its affiliates or its subsidiaries' information, materials or intellectual property rights other than for performance of Supplier's obligations under the Order.

15.4 Supplier warrants that the Products and Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party. If necessary to comply with the foregoing, Supplier shall purchase, at its own cost, a license for Buyer, its customers and end-users.

16. Insurance

The Supplier shall take out and maintain adequate insurance policies with financially sound and reputable insurers to cover the risks resulting from or connected with the Agreement. At the request of the Buyer, Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Buyer informed of any changes. Upon Buyer's request, the certificate of insurance shall name Buyer as an additional insured. Supplier shall provide Buyer with fifteen (15) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Supplier's insurers and Supplier.

17. Termination, suspension and set-off

17.1 Buyer is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without

any compensation to or indemnification of Supplier (i) in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or preventative legal scheme of settlement, (ii) in case of non-compliance with clause 3, including but not limited to, import or export control regulations, anti-bribery laws, privacy laws or the provisions of safety, health, environment and security (iii) in case of not approved changes in accordance with clause 8, (iv) in case of any other breach of the Agreement by Buyer that is not remedied within fourteen (14) days after Buyer has been notified thereof. After such termination Buyer may return received Products and/or Services in whole or partly against repayment and retransfer of ownership therein to Supplier.

17.2 Buyer shall have the right (without prejudice to any of its other rights) to (i) suspend payment in case Supplier provides incorrect or incomplete invoice or bank account details, or if there is a Defect or late delivery of Products, and (b) set off any amounts Supplier owes to Buyer against any invoice amount.

17.3 Upon termination Supplier will return all data and all other information belonging to or provided by Buyer to Supplier and all copies of such data and information to Buyer forthwith or, at the written instruction of Buyer, will destroy all such data and information together with any and all copies of all such data and information and certify in writing to Buyer thereof.

18. Data Privacy

Unless agreed otherwise in writing, both Buyer and Supplier may Process Personal Data received from the other party in connection with the performance of the Purchase Order, thereby independently determining the purposes and means of the Processing and acting as Data Controller. However, neither party envisages sharing or transferring any Personal Data under the Order beyond the limited amount of personal data needed to appropriately administer and fulfil the terms of the Order. Both Buyer and Supplier shall act in compliance with applicable (inter)national data protection laws, rules and regulations when Processing Personal Data and when carrying out their obligations under the Purchase Order. Supplier expressly warrants neither to process any Buyer's Personal Data nor those of its suppliers on Buyer's behalf, before entering into a data processing agreement with Buyer nor to involve any subcontractors in Processing any such Personal Data without its prior written consent and instructions. "Personal Data" means any information relating to an identified or identifiable individual; "Processing" (and its declinations) means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organization, alteration, use, disclosure, transmission or deletion of Personal Data.

19. Miscellaneous

19.1 If any provision of the Agreement should be or become ineffective or invalid, the other provisions will not be affected thereby. Parties agree to replace the ineffective or invalid provisions by provisions of similar import, which reflects as closely as possible the intent of the original clause.

19.2 These terms and conditions were drafted in English. To the extent of any inconsistency between the English version of these terms and conditions and a translation of these terms and conditions, the English version will prevail (to the extent permitted by applicable laws).

19.3 If reasonably necessary to determine Supplier's compliance with the Agreement, Buyer will have the right to audit and inspect the records and facilities of Supplier and Supplier's agents, representatives and subcontractors used to perform the Order or relating to the Products or Services. Such right will be subject to reasonable confidentiality obligations. Supplier will provide Buyer or its third-party designee conducting the audit or inspection with reasonable assistance, including access to buildings, appropriate personnel and workspace, records, and the complete process of production. Buyer's audit/inspection, or failure to conduct any audit or inspection, will not release Supplier from any of Supplier's obligations.

19.4 Buyer's failure or delay in exercising any right or remedy concerning the Order does not waive that right or remedy. Any such waiver must be in writing and signed by Buyer.

19.5 Supplier may not assign, transfer or subcontract its rights or delegate any of its obligations under the Agreement without Buyer's prior, written consent. Any approved subcontracting, transfer or assignment does not release Supplier from its obligations under the Agreement. Buyer may assign or transfer all or any of its rights or obligations under the Agreement to any affiliate or subsidiary of Buyer and Supplier gives its consent to such assignment or transfer.

19.6 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19.7 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the jurisdiction of the Buyer's incorporation, disregarding any conflict of law rules. The parties submit to the exclusive jurisdiction of the competent courts of that jurisdiction at the location of Buyer's registered address for any dispute arising out of or in connection with the Agreement or its subject matter or formation, provided, however, that Buyer may, at its sole discretion, pursue a claim or submit a dispute to the competent courts at the Supplier's place of business or jurisdiction of formation.

19.8 The United Nations Convention on contracts for the International Sale of Products, concluded at Vienna on 11th of April 1980, shall not be applicable. Any transport of Products to or from a warehouse which may part of the Services is subject to the provisions of the treaty governing the transport mode at matter.

19.9 Expiry, termination or cancellation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.

Mierlo, 27 December 2022