Helvoet Transforming vision into precision

GENERAL PURCHASING CONDITIONS OF HELVOET GROUP DATED APRIL 2026, AS DEPOSITED AT THE NETHERLANDS CHAMBER OF COMMERCE, THE NETHERLANDS WITH REGISTRATION UNDER NUMBER 33289134

1. Acceptance of Terms and Definitions

These general conditions for purchase of Goods and Services shall apply for any and all purchases by any company within the Helvoet Group and take precedence over any alternative terms and conditions in any other document, unless such alternative terms and conditions are agreed upon and accepted in writing by Helvoet.

Supplier agrees to be bound by and comply with all terms set forth herein and in the Purchase Order to which these terms are attached and/or expressly incorporated by reference.

Acknowledgment of the Purchase Order including the commencement of Work called for under a Purchase Order, shall be deemed an acceptance of the Purchase Order and an acceptance of these terms and conditions.

In these general purchasing conditions, the following definitions apply:

Affiliated Company: means any company or incorporated body that (i) is directly or indirectly controlled by a Party, or (ii) directly or indirectly controls a Party, or (iii) is directly or indirectly controlled by a company or incorporated body that also directly or indirectly controls the Party. For the purpose of this definition, "controls" means the right to exercise more than fifty percent (50%) of the voting shares or being (either directly or indirectly) the sole board member.

Agreement: any agreement concluded between Helvoet and Supplier relating to the purchase of Goods and/or Services, including any Purchase Orders that are entered into between Helvoet and Supplier.

Delivery Date: means the date of delivery of the Work as stated in the Purchase Order or such date as may be varied in accordance with the provisions of the Purchase Order.

Delivery Protocol: means the written acceptance by Helvoet when delivery has taken place and the Work is delivered to Helvoet after the completion of the Work as set forth in the Purchase Order.

Goods: equipment, design, software, hardware, stored goods, documentation and related items to be supplied by Supplier to Helvoet as specified in the Agreement and/or a Purchase Order.

Helvoet: Helvoet Rubber & Plastic Technologies BV and its Affiliated Companies, including the Helvoet companies listed on https://www.helvoet.com/about-helvoet/

Incoterms: ICC Incoterms 2020

Intellectual Property: means all commercial and technical information, including but not limited to all kinds of technology, ideas, know-how, concepts, patented and unpatented inventions and discoveries, patent applications, formulas, processes, procedures, designs, information, drawings, reports, documents, documentation, specifications, plans, models, samples, tools, equipment, computer programs, data, registered and unregistered trademarks, trade secrets, rights, copyrights and other intellectual and proprietary information together with copies of same and irrespective of means of storage.

In writing: in writing also includes electronic communication (e-mail).

Parties: Supplier and Helvoet.

Party: Supplier or Helvoet.

Purchase Order: means the separate Agreement, irrespective of whether such a document has the form of an Agreement or a purchase order issued by Helvoet.

Purchase Order Price: means the total price specified in the Purchase Order subject to adjustments as set forth in these general conditions for purchase of goods and services and the Purchase Order and which shall constitute full compensation to Supplier for the Work.

Services: means all services, design, delivery, installation, inspection, supervision and/or testing specified, performed or required to be performed by Supplier pursuant to the drawings, documents, specifications and descriptions in the Purchase Order.

Supplier: means the party supplying, performing or delivering Goods, Services or Work to Helvoet or that is stated as such in the Purchase Order or its successors or permitted assigns.

Supplier Group: means Supplier and its subcontractors, partners, contractors, agents, consultants, and suppliers and their respective Affiliated Companies and the directors, officers, employees, agents, consultants of all such companies, all to the extent they participate in the performance of the Work.

Third Party: means others than the Parties.

Work: means Services to be performed and/or Goods to be delivered pursuant to the Purchase Order and drawings and documentation to be provided in connection with such Services and Goods.

Terms: these general terms and conditions for purchases and orders by Helvoet to Supplier.

2. Terms Applicability; Tendering/Bid process and Parties Acceptance

2.1 These general purchasing conditions are applicable to all requests, quotations, orders, purchasing Agreements, order confirmations, instructions and other legal acts of Helvoet.

2.2 Any (general) terms and conditions of Supplier, however described, are explicitly excluded from applicability.

2.3 If the Agreement respectively a Purchase Order deviates from these Terms, the Agreement respectively a Purchase Order shall prevail.

2.4 In case of a tendering/bid process initiated by Helvoet all costs associated with bid preparation and submission of a tender or quotation shall be borne by Supplier. Supplier shall comply with all of Helvoet's tender instructions and all deviations from Helvoet's inquiry documents shall be clearly specified in writing. Helvoet shall at its choosing be entitled to either reject a tender or accept a tender in whole or in part.

Supplier shall in writing confirm its acceptance of a Purchase Order issued by Helvoet. If the acceptance of the Purchase Order is not received by Helvoet within seven (7) days after the date of its issuance, then Helvoet will no longer be bound by the Purchase Order. If Helvoet accepts a tender or quotation from Supplier in whole or in part by the issuance of a Purchase Order or otherwise, then Supplier will be bound by such acceptance upon its receipt. If Supplier in its confirmation of the Purchase order includes reservations or deviations from the Purchase Order issued by Helvoet or Supplier's tender documents deviate from Helvoet's inquiry to tender, then such reservations or deviations will only be binding and considered as part of the Purchase Order if explicitly accepted by Helvoet in writing. Supplier will be liable for any and all costs Helvoet is exposed to due to such reservations and deviations that Helvoet has not accepted in writing. Supplier shall notify Helvoet immediately if Helvoet's purchase order or inquiry to tender is unclear or otherwise incomplete.

Supplier shall search for defects, errors, non-conformances, discrepancies, and inconsistencies ("Errors") in drawings and specifications and other documents and computer programs submitted by Helvoet. Supplier shall, if it discovers any Errors or if Helvoet's Purchase Order or inquiry to tender is unclear or otherwise incomplete, immediately notify Helvoet of such. If Supplier does not notify Helvoet as set forth herein related to issues it has or ought to have discovered and such results in costs for Helvoet, then all such costs incurred shall be borne by Supplier.

2.5 Each Party shall appoint a representative with authority to act on its behalf in all matters concerning the Purchase Order. Supplier shall not without Helvoet's written consent replace such appointed representative.
All communication, notices, claims, etc. which the Purchase Order requires to be presented, shall be presented in writing in Dutch or English and shall be sent by letter or electronic mail to the other Party's appointed representative.

3. Conclusion of the Agreement

3.1 Agreements become binding for Helvoet only after he has accepted, confirmed or recorded them in writing.

3.2 The Agreement and relevant Purchase Order(s) issued by Helvoet set out the terms and conditions for the supply and delivery of Goods and/or Services by Supplier to Helvoet.

3.3 If Helvoet submits a Purchase Order that deviates from the initial quotation, offer or the like and Supplier executes any part of this Purchase Order or acts in any way consistent with the acceptance of that Purchase Order, this is regarded as Supplier's unconditional acceptance hereof. If said Purchase Order is not rejected by Supplier within seven (7) workdays after it has been placed by Helvoet, it shall be deemed accepted by Supplier.

3.4 Any modification of or additions to the Agreement shall be valid only if explicitly agreed in writing.

3.5 In case Supplier requires volume estimates, the volume estimates given by Helvoet are intended only for planning purposes by Supplier and do not obligate Helvoet to purchase such volumes. Volume estimates will not obligate Helvoet in any way.

3.6 Helvoet retains the right to enter into agreements with suppliers other than Supplier. Supplier may not derive any rights from these terms and any agreement with Helvoet in respect of any exclusivity.

4. Quotation; Price and Supplier's performance of the Work

4.1 All quotations of Supplier are irrevocable.

4.2 Any offer, quotation or the like originating from Supplier shall be valid for at least 2 months, unless Parties agreed otherwise.

4.3 Supplier is obliged to inform Helvoet on all price changes, also before Parties have concluded an Agreement.

4.4 All costs involved in preparing a quotation and sending samples shall be borne by Supplier.

4.5 The price agreed on is exclusive of V.A.T., but inclusive of all costs and rights, proper packing, inspections, tests, insurances, certificates and the like. The price agreed on is fixed for the duration of the Agreement, without prejudice to the provisions in the remainder of this article.

4.6 The supplier guarantees that the price it offers Helvoet is not less favorable than that it has recently offered to other customers for the same or similar goods and quantities. If, within 90 days, the supplier offers to a third party a good ordered by Helvoet at a lower amount, it must reimburse Helvoet the price difference. Upon Helvoet's first request, the supplier shall provide Helvoet with access to its sales prices.

4.7 Supplier cannot demand additional payments from Helvoet in respect of the Goods and/or Services supplied.

4.8 Supplier shall perform the Work with the degree of skill, care, diligence and good judgement normally exercised by recognized professional suppliers performing work of the same or similar nature. Material and equipment provided and incorporated into the Work shall be new and the Work shall in all respects meet and comply with the descriptions, specifications and drawings as set forth in the Purchase Order. The Work shall be of high quality, incorporating first class workmanship and shall be of merchantable quality and fit for its intended purpose.

4.9 Supplier shall provide all necessary qualified personnel, materials and equipment, whether of temporary or permanent nature, required for the performance of the Work.

4.10 Unless the relevant Purchase Order conditions do differently address inspection and testing, Supplier shall within fourteen (14) days after the acceptance of the Purchase Order present an inspection and test plan that includes witness hold points specifying the time and place for the performance of tests and inspections to allow Helvoet to be present during such tests and inspections.

4.11 Helvoet shall be entitled to obtain necessary information from Supplier and – if involved in the Work – its Affiliated Companies, including but not limited to satisfactory progress reports and other information related to the Work. Helvoet is at any time entitled to carry out, and Supplier shall assist Helvoet in carrying out, tests, audits and inspections at Supplier Group's premises. Such tests, audits and inspections shall not relieve Supplier of any of its obligations under the Purchase Order and any Agreement. Supplier shall not subcontract any part of the Work without Helvoet's prior written consent. Such consent shall not relieve Supplier of any of its obligations under the Purchase Order or any Agreement.

4.12 Helvoet is entitled to keep the delivered goods for three months without inspection. Only after expiry of this period does the complaint period as stipulated in article 6:89 of the Dutch Civil Code start.

4.13 Doubts about the suitability of the Work shall be deemed to be a failure of performance by Supplier. Not providing Certificate of Conformity and/or Certificate of Analysis and/or Delivery Protocol constitutes doubts about the suitability of the Work.

4.14 In case of delivery problems and/or the threat thereof, Supplier shall immediately inform Helvoet both orally and in writing. Without prejudice to its other rights, (the threat of) delivery later than agreed gives Helvoet the right to order the goods in question from third parties at Supplier's expense.

4.15 If a delivery or any Products does not comply with the agreement, Helvoet is entitled to return it to Supplier at the expense of Supplier, without prejudice to its other rights. The risk of the goods is and remains the responsibility of Supplier. Helvoet will if necessary ensure proper (re)packaging.

5. Delivery; Acceptance; Title to the Work and Risk of loss to the Work

5.1 Terms of delivery are DDP i.e. Delivered Duty Paid (including unloading) at Helvoet's site, or any other place to be stipulated by Helvoet, according to the Incoterms.

5.2 Supplier is obliged to inform Helvoet adequately and timely of the precise time of delivery and of any threat of exceeding the time of delivery.

5.3 At the request of Helvoet Supplier is obliged to supply to Helvoet a non-binding but estimate production or execution planning scheme.

5.4 Time is of the essence, and the delivery shall only be considered to be complete if everything agreed on has been supplied/completed in time in accordance with the Agreement, Purchase Order and specifications and at the location as stipulated by Helvoet. Partial deliveries shall not be accepted and cannot be considered as partial fulfilment of Supplier's obligations under the Purchase Order unless such is explicitly accepted in writing by Helvoet. Supplier has under no circumstances the right to retain the delivery of the Work. This applies irrespective of whether there is a dispute between the Parties.

5.5 In the case Helvoet is not able to receive the Goods and/or Services on the agreed time, Supplier shall at Helvoet`s request postpone the delivery for a period to be further agreed on. All costs of storage and transport related with such postponement shall be borne by Helvoet. Postponement of delivery on request of Helvoet shall not have any effect on the originally agreed payment terms.

5.6 Delivery of Goods and/or Services does not constitute acceptance of the Goods and/or Services by Helvoet and Helvoet shall be entitled to reject the Goods and or Services upon delivery in accordance with these Terms.

5.7 The title or ownership to the Work and the results thereof shall pass to Helvoet as and when it is performed. The Work shall be free of liens
('pandrechten'), encumbrance ('last'), attachment ('beslag') and retention rights ('rententierechten') other than those for which Helvoet is responsible but shall remain at Supplier's risk (risk of loss and damage) until the later of the signing of a Delivery Protocol, delivery or the passage of risk of loss per the agreed Incoterms term.

5.8 Title to material to be incorporated into the Work shall pass to Helvoet upon payment or arrival on site, whichever occurs first.

5.9 During the performance of the Work and upon delivery, the Work and materials owned by Helvoet shall be clearly identified as Helvoet's property and be free of liens or retentions other than those Helvoet is responsible.

5.10 Title to (parts of the) the Work shall immediately transfer to Supplier upon termination if Helvoet so requests.

5.11 Risk of loss to the Work, including Helvoet provided items, shall pass to Helvoet upon the signing of a delivery protocol, upon delivery or per the agreed Incoterms, whichever occurs last.

5.12 Supplier shall promptly make good at his own cost any loss or damage, howsoever caused, to the Work or Helvoet provided items prior to the risk of loss therein has passed to Helvoet.

5.13 Supplier guarantees that the Work is adequately insured during transport.

6. Alterations / Additional work

6.1 Supplier shall not make any alterations in the design, recipes or Specifications without prior written instruction or permission by the Helvoet.

6.2 Supplier shall be willing to make or supply technically possible alterations or additions to the Goods and/or Services agreed on at the reasonable request of Helvoet.

6.3 Should those alterations and/or additions as referred to in article 6.2 to the opinion of Supplier lead to an increase of the price or extension of the delivery period Supplier shall submit proposals to that extent to Helvoet for its agreement before the execution of the alteration or addition. The originally agreed payment terms shall not be affected by an extension of the delivery period as a result of these alterations and/or additions.

6.4 Helvoet is entitled to cancel or terminate the Agreement and/or the Purchase Order wholly or partially if the execution of the alterations or additions as desired by Helvoet appear not to be possible on conditions acceptable to Helvoet.

7. Intellectual Property Rights and industrial ownership

7.1 Helvoet and Supplier shall, unless otherwise stated in the Purchase Order, retain any right, title or interest in Intellectual Property it owned or licensed to a Party and that is developed, conceived, acquired or obtained prior to the entering into of the Purchase Order or that a Party has developed outside the scope of any Work performed pursuant to the Purchase Order. Right to, or title or interest in Intellectual Property developed, conceived, acquired or obtained during the performance of, in connection with or arising out of the Work or as a result of the Work or information provided by Helvoet shall vest in Helvoet. Such Intellectual Property shall become the sole property of Helvoet as and when it is performed, made, prepared or developed. Supplier will cooperate in the transfer of these IP rights to Helvoet at Helvoet's first request.

7.2 Supplier shall notify Helvoet of any Intellectual Property which shall vest in Helvoet and provide necessary assistance to enable Helvoet to acquire and register such Intellectual Property.

7.3 Helvoet's Intellectual Property shall not be used by Supplier for other purposes than the performance of the Work and shall be returned to Helvoet upon the completion of the Work or termination of the Purchase Order. No such material can be copied, used or disclosed to any Third Party without the prior written consent of Helvoet. Supplier is aware of that such Intellectual Property and rights of ownership to such may become the property of Helvoet's customer.

7.4 Helvoet and its customer(s) shall be granted an irrevocable, transferable, royalty-free, world-wide and non-exclusive right to use Supplier Group's Intellectual Property when such is necessary for the completion, engineering, procurement, manufacturing, construction, use, operation, maintenance, repair and modification of the Work

7.5 Any designs, models, dies, tools, specifications, schemes, instructions, etc. which Helvoet has supplied to Supplier for or because of the Agreement, remain the property of Helvoet.

7.6 Supplier shall return to Helvoet the above-mentioned items no later than the final delivery of the matters pertaining to the Agreement.

7.7 Supplier shall not use the materials referred to in article 7.1, nor authorize or with his knowledge allow that they are used by third parties for or in relation with any other purpose than the delivery of Goods by Supplier to Helvoet, except when prior written permission by Helvoet has been obtained.

7.8 Supplier guarantees to Helvoet that Goods supplied shall not in any way infringe on any patent, license, copyright, registered plan or design, trademark, trade name or other right of intellectual property of a third party.

7.9 If and insofar as already existent intellectual property rights of Supplier rest on the Goods, Supplier grants Helvoet a perpetual license of use with regard to such rights. Moreover, if and when formulated in advance as a specific requirement in any relevant Purchase Order, then Parties - prior to delivery - shall enter into an escrow agreement to be deposited at a jointly chosen notary office, containing the source code and all other software data pertaining to the relevant Goods; such to avoid that if and when Supplier will not or cannot longer exercise hence must cease its business and the relevant supplied Goods needing repair or replacement/copy, cannot

be repaired or replaced/copied by Supplier himself, can be repaired or replaced/copied by Helvoet himself or any third party designated by Helvoet.

8. Prohibition to subcontract

8.1 Supplier is neither free to transfer or subcontract or assign the execution of the Work wholly or partly to third parties, nor making use of workmen that have been made available or have been hired, without prior written permission by Helvoet.

9. Inspection / Project Audit

9.1 Helvoet is, at his own costs, entitled at all times – including in the interim – to examine/have examined, inspect/have inspected and/or test/have tested the Goods and Services during regular office hours, and upon request at 24- hours in advance, irrespective of where the Goods involved are located or the Services involved are executed.

9.2 Examination, inspection, testing, purchase and/or payment by or on behalf of Helvoet do not relieve Supplier of any obligation or liability.

9.3 In case of rejection Helvoet reserves the right to return the delivered goods to Supplier; the ownership costs and risks involved are re-transferred to Supplier upon notification of the rejection.

10. Risk and transfer of ownership

10.1 The employees of Supplier shall work at the expense and risk of Supplier, also when on locations belonging to Helvoet. Any matters belonging to Supplier are for the account and risk of Supplier, including on locations belonging to Helvoet.

10.2 Risk to the Goods is transferred in accordance with applicable Incoterm as specified in the confirmed Purchase Order. Ownership of the Goods transfers from Supplier to Helvoet upon delivery. Ownership of the Goods that are delivered in consignment transfers from Supplier to Helvoet upon use of the Goods by Helvoet. The transfer of ownership does not prejudice any of the Helvoet's rights, including the right to reject the Goods.

10.3 If Helvoet provides Supplier with materials such as tools, drawings of specifications in order for Supplier to be able to perform its obligations under the Agreement, such materials remain the property of Helvoet. Supplier shall store such materials separately from any objects belonging either to itself or third parties. Supplier shall designate these materials as property of Helvoet.

10.4 If any payment is done by Helvoet before delivery or completion, the ownership attaching to these matters and/or elements or materials present with Supplier for the sake of these matters (together to be called: matters) is transferred to Helvoet at the moment of payment. Supplier is obliged to identify the relevant matters still present with him and keep them identifiable.

10.5 Supplier has no retention of title (eigendomsvoorbehoud) to the Products.

11. Safety, environment and sustainability principles

11.1 If, for the delivery of the Products, Supplier will be present at (one of) the location(s) of Helvoet, Supplier shall at all times adhere to the applicable hygiene and safety rules on the location of Helvoet. For clarification purposes, this article shall not be understood or interpreted that Helvoet is responsible for the safety of Supplier or its employees, which is the responsibility of the Supplier.

11.2 Supplier and his employees or third parties engaged by him are obliged to adhere to the safety and environmental regulations as stipulated by the government and to comply with the regulations, instructions and directions relating to order, safety, environment and supervision as valid at the location where the Work is executed.

11.3 Sustainability principles include The Fundamental Social Principles (Appendix 1), The Fundamental Environmental Principles (Appendix 2), and The Business Ethics Principles (Appendix 3). Supplier guarantees that the principles set out in the Fundamental Social Principles document and the Business Ethics Principles document are already in place in its own organization and shall ensure that its employees, agents, suppliers and sub- contractors respect these principles. Supplier shall also strive to continuously work on the implementation of the principles laid down in the Fundamental Environmental Principles document.

12 Guarantee and liability

12.1 Supplier guarantees that all Work is:

- in conformity with the agreed requirements as to functional specifications, all other Purchase Order specifications and approved samples;
- unused, and of good material and quality;
- free from any defects and unencumbered by rights of third parties;
- not infringing any rights of third parties, including rights of intellectual property;
- safe and in accordance with any applicable law and government regulations.

12.2 Supplier is liable and shall compensate Helvoet for all the costs and damages that are the result of any shortcoming of Supplier regarding the fulfilment of his obligations, including for all damages caused by Supplier, his personnel, persons and firms he has involved and/or by defects in the Works supplied by him; Supplier shall indemnify Helvoet in this respect against all harmful consequences in connection with claims by third parties, such claims including but not limited to product liability claims. This indemnity provided by Supplier extends to Helvoet's customers.

12.3 Supplier guarantees that it has properly insured itself for any liability that may arise from any agreement with Helvoet. At Helvoet's first request, Supplier is obliged to submit copies of the policies and premium payments. Supplier hereby assigns all claims arising from insurance payments, which assignment Helvoet hereby accepts in advance.

12.4 By the term of guarantee under the Agreement is understood the period within which Supplier, as an addition to his liability resulting from article 12.2, irrespective of the cause of the defect and/or the shortcoming and without prejudice to the remaining liability of Supplier, is obliged, without any costs for Helvoet and within an acceptable timeframe, to take care of the repair of the defect and/or shortcoming with regard to the Goods delivered and/or Services rendered or take care of new delivery, without any costs for Helvoet.

12.5 Said term of guarantee as stated in article 12.4 is further elaborated under the notion Warranties as addressed in article 15.1 hereinafter.

13. Payment / Transfer / Settlement

13.1 Invoicing takes place after delivery, unless the parties have agreed otherwise in writing.

13.2 Payments are made after receipt of a correct and accurate invoice with a payment term of 60 days and after each and every passed project milestone when agreed, unless otherwise prescribed by applicable laws or regulations. Hence unless differently agreed and detailed in the relevant Purchase Order for any specific Good or Service, the default payment

schedule is as follows: 100% upon Helvoet's full approval of the Work and after receipt by Helvoet of Supplier's correct and accurate invoice with the agreed payment term.

13.3 In case Helvoet does not pay on time, Supplier will send a written notice of default with a deadline of 21 days as the fatal term. If Helvoet does not pay within this fatal term, Supplier will be entitled to compensation of interest of 3% per annum from the end of the fatal term to the day of full payment.

13.4 In case of default by Supplier or when Helvoet has reasonable grounds to doubt timely performance, Helvoet is entitled to suspend the fulfilment of all its obligations to Supplier, whether or not they are due and regardless of their legal basis.

13.5 Payment by Helvoet does not imply acknowledgement of indebtedness. Nor does payment confirm that Supplier has delivered on time, correctly and without defects.

13.6 Helvoet is also entitled to set off ('verrekenen') all that it owes or will owe to the Supplier, against all that it is entitled to claim, irrespective of whether it is due and payable

13.7 Supplier does not have the right to suspend performance.

13.8 Supplier accepts that an invoice sent to Helvoet may be paid by another entity of Helvoet. Supplier will treat this payment as a formal payment done by Helvoet and provide discharge.

13.9 Claims against Helvoet are not transferable ('overdraagbaar'). Supplier is not allowed to encumber its claims with any limited right. This provision has propriatary effect (goedenrechtelijke werking).

14. Confidential information and know how

14.1 Each Party shall keep confidential all information received from the other Party, including but not limited to the (chemical) composition of the Work, all designs, descriptions, specifications, models, constructions, schemes, technical records and other company information, including know-how in the broadest sense of the word, which comes to its knowledge in connection with the (future) Agreement and its performance and which the other Party has designated to be confidential or which the receiving Party can reasonably assume to be confidential as well as all other commercial information relating to either Party in whatever form and shall not disclose or publish anything with regard to such matters without the prior written permission of the other Party.

14.2 Supplier shall not make any announcements to Third Parties, in particular to the consumer and trade press, about Helvoet, the existence or contents of the relationship with Helvoet or the activities undertaken or to be undertaken by Supplier for Helvoet, unless prior written consent has been obtained from Helvoet. Supplier shall not use any of Helvoet's proprietary items, such as Trade Secrets, market reports, trademarks or Helvoet's name, for any other purpose than authorized in this Agreement. In particular, Supplier shall not use such proprietary items in order to promote its own business on web sites, in flyers or brochures and trade fairs.

14.3 Supplier shall impose obligations that are no less stringent than the obligations imposed on it by article 14.1, on its employees or third parties that it has engaged for the performance of the Agreement. Supplier guarantees that these employees or third parties, as the case may be, will not act in breach of the obligation of secrecy and the prohibition on publication.

14.4 The confidentiality obligation and the prohibitions (on publication) referred to in this article shall continue to be in force following the termination of the Agreement and shall apply for five (5) years from the date of disclosure.

15. Suspension / Cancellation / Force Majeure / Warranties / Termination for Default

15.1 Suspension a/o Cancellation: Helvoet is entitled, without prejudice to any rights to compensation of all damage, to defer his obligations pursuant to the Agreement or to dissolve or terminate in whole or in part (hereafter to be called: dissolve) the Agreement by means of a written statement and without prior written default being necessary, if and as soon as Supplier:

(a) does not, not timely or not properly fulfil any obligation towards Helvoet;
(b) has applied for or been granted suspension of payment or bankruptcy of Supplier, seizure of (part of) his company property or goods intended or funds required for the execution of an Agreement;
(c) ceases its business activities or in case of liquidation of Supplier's business; or
(d) the direct or indirect control over Supplier's business has been transferred to a third party.

In any such case Helvoet is only obliged to pay to Supplier the pro rata price of the Goods and/or Services already delivered, but only insofar the Goods and/or Services delivered are of actual use to Helvoet and/or Helvoet wishes to keep the Goods and/or Services delivered, without prejudice to Helvoet`s right of damages as stipulated herein above.

Non-timely performance, as intended in this para 15.1, includes any delay of planning as received or prescribed by Helvoet or the assumption – warranted in fairness in view of the actual circumstances – that delay will occur regarding the execution of (part of) any obligation pursuant to the Agreement.

15.2 Force majeure: Force majeure means an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Purchase Order and could not reasonably have avoided it or overcome its consequences. This includes, but is not limited to acts of God, act of public enemy, riot, national strikes, lightning, fire, storm, flood, explosion, pandemic and government restriction. Expressly excluded from force majeure are the following situations: strikes, excessive absenteeism of Supplier's employees, (consequences of) fire, lack of raw materials, blockage of trade routes or lack of transportation, the delivery of (possibly) non-compliant Products, insufficient stock, factory closure etc...

15.3 A Party shall not be considered in breach of the Purchase Order to the extent it is proven that it was unable to fulfil its contractual obligations due to force majeure. Each Party shall cover its own costs resulting from force majeure.

15.4 The Party invoking force majeure shall notify the other Party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof. In the event that Helvoet or Supplier are not able for a period longer than sixty (60) days to fulfil the Agreement as a result of force majeure, both Parties are entitled to dissolve the Agreement by means of a written statement against payment of the pro rata price of the Goods already finished and/or Services already rendered.

15.5 Delay causing liquidated damages: Should completion or delivery of the Work be delayed beyond the Delivery Date or a milestone set forth in the Purchase Order is not timely met, then liquidated damages shall accrue at a rate of one half of one percent (0.5%) of the total Purchase Order Price per calendar day by which the Work or part thereof is delayed. Liquidated damages shall not exceed fifty percent (50%) of the Purchase Order Price. However, the Parties agree that Helvoet in addition to liquidated damages shall be entitled to recover

any documented additional costs and damages that Helvoet incurs as a result of Supplier's delay.

15.6 Helvoet shall, if the Work is not ready for delivery on the Delivery Date, be entitled to take possession of and move the Work in order to avoid inflicting delay on other work of Helvoet. Liquidated damages shall in such cases be calculated from an assessment of days the Work was behind the agreed schedule for the delivery of the Work at the date of removal. Helvoet shall in addition to liquidated damages and recovery for additional costs and damages, at its discretion, be entitled to a reduction of the Purchase Order Price reflecting the value of the outstanding Work, to be compensated the costs related to the completion of the Work or require that Supplier complete the Work at its own risk and cost at the location where the Work is moved. If completion or delivery of the Work is not (fully) in compliance with article 12.1, this constitutes a delay under this article.

15.7 Warranty obligations: Supplier warrants that all parts of the Work shall: (i) comply with all applicable laws and regulations; (ii) be provided in an efficient manner, in accordance with the specifications, or in absence of specifications, in accordance with best international standards of the industry; (iii) be free of any charge, attachment, encumbrance, retention rights, lien and claim of any nature; (iv) be of merchantable quality, free from defects in material and workmanship and fit for the purpose intended; and (v) be new and not used or refurbished. The signing of the Delivery Protocol does not relieve Supplier from any of its obligations under the Purchase Order.

Supplier shall be liable for any and all defects that arise or occur within forty- eight (48) months after Helvoet has signed the Delivery Protocol, or thirtysix (36) months after installation or taken into use by Helvoet's customer, whichever occurs latest (the "Base Warranty Period").

Any re-performed Work under the warranty period shall carry warranties on the same terms as set forth above, except that the applicable warranty period for the re-performed Work shall be for the longer of:

(i) the remainder of the Base Warranty Period, or
(ii) twenty-four (24) months from the date of such re-performance.

In the event that the Work is out of function for a period due to Supplier's default, the warranty period shall be prolonged correspondingly.

Supplier shall, if the Work contains any item(s) similar to a defective item, upon Helvoet's request inspect all such similar items and repair or replace them at its own cost if any defect or deficiency is found.

Supplier shall without undue delay for Supplier's account and risk commence with the rectification of a defect when Helvoet notifies Supplier of a defect. The rectification work shall be postponed upon Helvoet's request.

Helvoet is entitled to rectify or remedy the defect itself or to engage a Third Party to do so if Supplier cannot or does not rectify a defect within a reasonable time after being notified of it.

In such case Supplier shall pay the necessary costs of rectification,. The same shall apply if awaiting Supplier's remedy will cause inconvenience to Helvoet or its customers.

The Work will be remedied by Supplier at the place where the Work is located unless instructed otherwise by Helvoet. If Helvoet, upon Supplier's request, accepts that the remedying of defects is to be performed elsewhere, then risk of loss will pass to Supplier and Supplier shall at its expense and risk provide for necessary transportation and insurance of the Work or parts thereof in connection with the remedying of defects. Supplier will be responsible and liable for the dismantling or removal of the defective Work and re-installation after the defective Work is remedied (including dismantling and reassembly of others than the Work if required to access the Work).

15.8 Termination (ontbinding) for material breach of Agreement: Helvoet may terminate the Purchase Order or parts of the Work if the defect as such constitutes a material breach of Agreement or the Purchase Order or Supplier is not able to rectify a defect within a reasonable period set by Helvoet. Helvoet shall in such cases be entitled to compensation for direct and indirect damages and losses suffered. Supplier shall compensate Helvoet all costs and losses accrued due to a defect.

15.9 Termination (ontbinding) due to Supplier's breach of Agreement: Helvoet is entitled to terminate the Purchase Order or parts of the Work with immediate effect if the maximum liquidated damages for delay have incurred or are likely to incur, Supplier ceases to conduct its normal course of business, proceedings under bankruptcy or insolvency laws are brought by or against Supplier or Supplier in any other way is or is likely to become in material breach of Agreement.

Moreover, Helvoet shall upon termination be entitled to take over any sub- Agreements, take possession of all completed Work, Work in process, including design, drawings, documents, documentation, specifications and other technical documents and computer programs and material required or produced in connection with the Purchase Order and title thereto shall vest in Helvoet. Helvoet shall furthermore be entitled, by itself or through a

Third Party, to use Supplier's facilities, premises, sites, equipment, tools, drawings etc. as necessary to complete the Work.

Supplier shall upon termination of the Purchase Order deliver to Helvoet all of Helvoet's Intellectual Property and confidential information. Helvoet shall upon termination due to Supplier's breach of Agreement be entitled to withhold any amounts due to Supplier and claim compensation for damages and losses suffered.

15.10 If Supplier is due liquidated damages based on article 15.2, in addition it is immediately due penalties for an equal amount.

15.11 Liability according to law: Additional to the provisions in this article, Helvoet shall be entitled to claim damages according to law. None of the provisions in these general purchasing conditions restrict Helvoet's statutory rights. Liquidated damages nor penalties do not limit its right to demand specific performance. Penalties do not qualify as liquidated damages and are additional.

15.12 Supplier hereby waives the right to dissolve and/or rescind this Agreement and all possible subsequent or other agreements in whole or in part in or out of court, to annul, destroy and/or change the consequences thereof (or have them changed). To claim performance (including subsidiary claims) is the exclusive remedy of Supplier.

16. EU and non-EU Chemical Control Regulations

16.1 With regard to chemicals supplied under the Purchase Order within or into the European Union, Supplier herewith confirms that it is fully aware of EC Regulation No. 1907/2006, as per latest update 27 April 2021, on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). To the extent that any Goods or any of their substances fall within the scope of REACH, Supplier confirms and represents that the Goods or any of their substances, are fully compliant with the requirements of REACH. Supplier will provide the (pre-)

registration number(s) to Helvoet. To the extent Goods or any of their substances fall within the scope of other chemical control regulations, Supplier confirms and represents that the Goods or any of their substances, are fully compliant with these regulations.

16.2 In case Helvoet orders materials which require a Safety Data Sheet (SDS) Supplier shall prior to the delivery provide Helvoet, free of charge, with the latest copy of the required SDS, in the language of the site of delivery.

17. Law for Ultimate Responsibility

17.1 Supplier will ensure that, where his employees are concerned, the legal contributions to Social Insurances and Income Tax are deducted and taken care of.

17.2 Supplier indemnifies Helvoet against any liability towards the Trade Associations and the tax authorities concerning premiums and taxes outstanding for employees.

18. Invalidation or Annulment of clauses/ Helvoet's right to issue and deposit later updates.

18.1 If any article in these Terms or the Agreement is declared invalid or is annulled based upon the applicable law, all other clauses remain applicable, and Helvoet will decide upon a permitted clause, which will be as close to the purpose of the original clause as possible. This new clause will then replace the original clause.

Moreover, Helvoet reserves the right to unilaterally replace these present

GENERAL PURCHASING CONDITIONS OF HELVOET GROUP

DATED AUGUST 2024, when an update is desired by Helvoet; this update then replaces said previous version and serves as the then applicable general purchasing conditions between Helvoet and Supplier.

19. Disputes and applicable law

19.1 All disputes should first be tried to be resolved amicably. The Dutch courts have jurisdiction regarding all matters concerning Parties.

19.2 All disputes which are not resolved by mutual agreement shall exclusively brought before the competent court of Zeeland-West-Brabant, The Netherlands, unless otherwise agreed in writing and unless mandatory law designates a different Dutch court as the competent court.

19.3 All Agreements and Purchase Orders are subject to the laws of The Netherlands, unless otherwise agreed in writing.

19.4 The applicability of The Vienna Sales Convention 1980 (CISG) is excluded.

20. Tool design 2D and 3D files

20.1 In the event that Helvoet and Supplier have agreed that Supplier shall provide, or Supplier shall otherwise give Helvoet access to the Tool design 2D and 3D files, whether incorporated into the Goods or Services being provided or whether separately from such Goods or Services, this article shall also apply.

20.2 Supplier shall deliver the Tool design 2D and 3D files to Helvoet in the "as build state" and in accordance with the terms of the Agreement and the specification.

20.3 Supplier shall deliver the original CAD 2D and 3D files as well as a generic 2D PDF file and a 3D step file.

20.4 Unless otherwise agreed in writing, any Agreement that relates to customized software shall include the following:

(a) Supplier shall ensure that decisions on specifications for functionality to be incorporated into the software, shall not be made without Helvoet's consent;

(b) Supplier shall ensure that design and writing of the Tool design 2D and 3D files and delivery of the Tool design 2D and 3D files respectively shall be based on the functionality referred to in clause (a); (c) Supplier shall verify, and where necessary, amend the Tool design 2D and 3D files to the as build state;

(d) Supplier transfers the right of ownership (including all Intellectual Property rights in connection herewith) to the Tool design 2D and 3D files to Helvoet, which transfer is accepted by Helvoet. Supplier assigns the right (i) to oppose any changes being made to the Tool design 2D and 3D files, as well as (ii) any other personal rights it may have under applicable law. If necessary for the transfer of these rights Supplier will cooperate in such transfer at Helvoet's first request.

20.5 If Supplier is not willing to provide the Tool design 2D and 3D files to Helvoet, Supplier shall place the Tool design 2D and 3D files into an escrow agreement as also referred to in para 7.5. above. This escrow agreement will allow access to the files for Helvoet in case of: (i) Insolvency of Supplier, (ii) Change of ownership of Supplier, (iii) Change of strategy of Supplier leading into support issues to Helvoet, and (iv) more in general in the situations as referred to in para 7.5 herein above.

APPENDIX 1 – FUNDAMENTAL SOCIAL PRINCIPLES

1. Child labour

Supplier does not employ children aged under 15. If the law sets a higher minimum working age or compulsory schooling is to a higher age, it is this limit that applies. Educational programs and training are not included in this limitation.

2. Forced labour

Supplier does not use forced or compulsory labour, meaning any work or service performed under threat or that is not consented to by the person concerned.

3. Discrimination

With due regard for applicable law, Supplier refuses to engage in any discriminatory practices. Discrimination means any distinction, exclusion or preference limiting equality of opportunity or treatment. It may be based on race, color, sex, sexual orientation, religion, political opinion, age, nationality, family obligations or other considerations.

4. Freedom of association and right to collective bargaining

Supplier recognizes and respects employees' freedom of association and their right to freely choose their representatives. Supplier also recognizes employees' right to collective bargaining. The company ensures that employee representatives do not suffer any discrimination.

5. Health care and safety at work

Supplier ensures that the workplace and its environment do not endanger the physical integrity or health of employees. Action to reduce the causes of accidents and improve working conditions is the object of on-going programs. Sanitary equipment, canteens and housing provided to employees are built and maintained in accordance with applicable legal requirements. As a minimum, the company must provide employees with drinking water, clean toilets in adequate number, adequate ventilation, emergency exits, proper lighting and access to medical care.

6. Working hours

Supplier must ensure that national applicable legal restrictions on working hours, including overtime, are complied with. Employees have at least one day off each week, apart from exceptional circumstances and for a limited period of time.

7. Pay

Supplier ensures that:

- no wage is lower than the applicable legal minimum.
- all employees receive a pay slip.
- employees receive a decent wage, as compared to standard pay practices in their country.
- wage rates for overtime are in all cases higher than for normal hours.

APPENDIX 2 – FUNDAMENTAL ENVIRONMENTAL PRINCIPLES

1. Preservation of resources

Production: Supplier shall work on minimising the consumption of energy coming from all the sources. It will develop the use of renewable energy.

Packaging: Supplier shall work on minimising product's packaging for optimising the product service (Eco-conception). To do so, the company shall privilege the recycled raw materials, contribute to developing recycling and recycling fields.

Logistics: Supplier shall optimise transportation to reduce fuel consumption. Water: Supplier shall minimise its water consumption.

Chemicals: Supplier shall reduce the use of chemicals and fertilisers and exclude the use of chemicals and fertilisers which are hazardous to the health of consumers.

2. Climate change & greenhouse gases emissions

Supplier shall work at measuring direct and indirect greenhouse gases emissions of its different activities. Supplier shall work at minimising its overall greenhouse gases emissions.

3. Environmental management

Supplier shall work at measuring and controlling its environmental risks. Supplier shall work at measuring its transported, imported and hazardous wastes according to the Basel Convention. The company shall ain to put in place the environmental management system recognised by national/international authorities.

APPENDIX 3 – BUSINESS ETHICS PRINCIPLES

General

The Helvoet Group is continuously searching for new ways to contribute to the development of its business by offering its customers better products and services. For this reason, we are conducting procurement activities for goods and services in accordance with the following policy:

1. Existing Suppliers may continue selling us their products and services, but the Helvoet Group will continuously explore the market for better and more competitive opportunities.
2. Suppliers of goods and services are selected upon rational and clear criteria, such as quality, price, delivery assurance and operating stability.
3. In conducting our purchasing activities, we will, of course, adhere to all applicable laws, regulations and other mentioned business principles.