**GENERAL TERMS AND CONDITIONS OF PURCHASE RIDDER CLIMATE SCREENS B.V.**

**1. Definitions**

- Delivery: The goods to be delivered, and/or the services or work to be performed by the Supplier.
- Supplier: The counterparty of the Buyer.
- Buyer: Ridder Climate Screens B.V., the user of these General Terms and Conditions of Purchase.
- Agreement: The written agreements between the Buyer and its Supplier regarding the delivery of goods and/or services or work.
- Parties: The Buyer and the Supplier.

**2. Applicable Conditions**

2.1 These General Terms and Conditions of Purchase apply to all requests, quotations, offers, assignments, orders, order confirmations, concluded and to be concluded Agreements, and other legal acts regarding the delivery of goods, performance of services, execution of assignments, and other work by the Supplier to the Buyer.

2.2 General terms and conditions of the Supplier are expressly not applicable to any Agreement concluded between the Parties.

2.3 Deviations and/or additions to these General Terms and Conditions of Purchase can only be agreed upon explicitly and in writing.

**3. Delivery**

3.1 Delivery takes place according to the applicable Incoterms DDP or DAP at the address of the Buyer unless otherwise agreed in writing. The Delivery will be received in writing by an authorized person of the Buyer, mentioning their name and signature.

3.2 The delivery date or delivery period mentioned in the Agreement or order is a strict deadline.

3.3 If circumstances arise that could lead to exceeding an agreed date or period, the Supplier must immediately inform the Buyer. The Supplier is obliged to compensate all damages incurred by the Buyer due to late delivery.

**4. Quality and Warranty**

4.1 The Supplier guarantees that the Delivery:

i. Is of good quality and free from defects, and in the case of performing work and/or services, is executed by skilled personnel using suitable materials;

ii. Complies with the provisions of the Agreement and any specifications, drawings, calculations, and/or other documents associated with the Agreement;

iii. Is suitable for the purpose for which the Delivery is intended according to its nature or as evident from the order or Agreement;

iv. Complies with applicable laws and/or regulations and/or requirements set by the Buyer, particularly regarding quality, health, safety, environment, and advertising;

v. Meets the standards and norms customary in the relevant trade or industry; and

vi. In the case of goods delivery, is provided with all legally required markings, including but not limited to the identification of the producer or the entity marketing the goods, and

vii. is accompanied by all necessary data and instructions and all documentation required for proper and safe use.

4.2 If the Delivery does not meet the provisions of 4.1, the Supplier will, at the Buyer's choice, repair, replace, or supplement the Delivery unless the Buyer prefers to dissolve the Agreement, without prejudice to the Buyer's other rights due to a breach (including the right to compensation). All costs related to this article (including those for repair and disassembly) are borne by the Supplier.

4.3 In urgent cases and in cases where, after consultation with the Supplier, it can reasonably be assumed that the Supplier will fail to fulfill its obligations, the Buyer has the right to carry out the repair or replacement at the Supplier's expense or have it carried out by third parties. This does not relieve the Supplier of its contractual obligations.

4.4 Unless otherwise agreed in writing, a warranty period of three years applies after the Delivery has been provided.

4.5 An agreed warranty period starts anew after acceptance of the executed repair, replacement, or supplementation to which the warranty provisions apply.

**5. Packaging and Shipping**

5.1 The Supplier will ensure that the Delivery reaches its destination in good condition. Therefore, the Supplier will package the goods to be delivered as economically, safely, environmentally friendly, and carefully as possible, ensuring that the shipment is suitable for transport and unloading. The Supplier will mark the shipment with the markings prescribed by the Buyer and include a packing list specifying the contents of the shipment, the order number (PN number), and the item number(s). The Delivery that does not meet these requirements can be refused by the Buyer, with costs borne by the Supplier.

5.2 At the Buyer's instruction, all packaging must be disposed of at the Supplier's expense. Returns of (loan) packaging are also at the Supplier's expense and risk.

**6. Inspections**

6.1 The Buyer has the right to inspect and/or test the Delivery within a reasonable period after Delivery.

6.2 If the Delivery does not meet the requirements under Article 4 (Quality and Warranty), the Buyer has the right to refuse the Delivery. In case of refusal of (part of) the Delivery, the Buyer will notify the Supplier and may, at its discretion, demand replacement or repair or proceed to dissolve or cancel the Purchase Order. This does not affect the Buyer's right to compensation.

6.3 The Supplier bears all costs of repair, replacement, and transport of the non-conforming Delivery and reimburses the Buyer for all costs and expenses (including but not limited to inspection, handling, and storage costs) reasonably incurred by the Buyer in this regard and any other damages suffered by the Buyer.

6.4 The risk concerning the refused non-conforming Delivery transfers to the Supplier on the date of notification thereof.

**7. Ownership and Risk**

7.1 Ownership and risk of the Delivery transfer from the Supplier to the Buyer at the time of delivery unless (i) otherwise agreed or (ii) the Delivery is rejected by the Buyer during or after delivery pursuant to Article 6.

7.2 The Supplier guarantees that unencumbered ownership of the goods is acquired.

7.3 The Supplier waives all rights and powers to which it is entitled under the right of retention or the right of reclamation.

**8. Price, Invoicing, and Payment**

8.1 The price agreed between the Buyer and the Supplier is exclusive of VAT and includes packaging costs. Call-out charges will not be charged by the Supplier unless expressly agreed otherwise in writing in advance with the Buyer.

8.2 The Supplier sends an invoice to the Buyer per order. Duplicates of an invoice must be marked as such. The payment term for an invoice is 60 days.

8.3 Agreed prices will not be subject to correction by the Supplier during the term of the Agreement.

**9. Buyer's property**

9.1 The Buyer owns all items, including but not limited to tools and materials, received by the Supplier from the Buyer under the Agreement. The Supplier will keep these items in good condition and insure them against all common risks. These items will be returned to the Buyer in good condition upon the first request of the Buyer, either with the last (partial) delivery or immediately after the full or partial dissolution of the Agreement. If these items are not returned in this manner, the Buyer is always entitled to reclaim them from the Supplier. The Supplier is not entitled to exercise the right of retention over these items.

**10. Intellectual Property Rights**

10.1 If the Delivery results in any intellectual property rights and/or similar claims, these rights are deemed to have been automatically transferred to the Buyer and will be transferred free of charge to the Buyer as far as required and necessary.

10.2 The Supplier guarantees that the Delivery does not infringe on third-party intellectual property rights. The Supplier indemnifies the Buyer against claims from third parties regarding (alleged) infringements and will compensate the Buyer for all damages suffered as a result.

**11. Extra and Reduced Work**

11.1 The Buyer is entitled to change the scope of the order, even if this results in extra or reduced work. If the Supplier believes that the change affects the agreed price or delivery time, it will submit an additional offer within 5 working days. Extra work will not be carried out by the Supplier until after the Buyer has accepted the additional offer. The extra work referred to in this article does not include additional work that the Supplier could or should have foreseen when concluding the Agreement or that is the result of a shortcoming on the part of the Supplier.

**12. Default, Liability, and Indemnification**

12.1 The Supplier is liable to the Buyer and will fully indemnify the Buyer against all liability, damage, loss (including loss of profit, lost savings, and damage due to production and/or work interruptions), costs, and expenses (including actual legal and legal assistance costs and costs related to recall actions) that arise for or are paid by the Buyer as a result of or in connection with:

a. Breach of any provision in the Agreement or any warranty given by the Supplier regarding the Delivery;

b. Any act or omission by the Supplier or its employees, agents, or subcontractors in the delivery, delivery, and installation of the Delivery; and/or

c. Any claim, action, procedure, or act related to an alleged or actual infringement, whether under Dutch law, of patent rights, copyrights, design rights, trademarks, or other intellectual property rights of any other person or entity arising from the use, manufacture, or delivery of the Delivery and/or damages to the Delivery or the manufacture, packaging, import, use, or resale; and/or

d. The Supplier's liability under any relevant legislation regarding:

i. Product liability;

ii. Death or personal injury resulting from the delivery of the Delivery;

iii. Property damage directly or indirectly caused by negligence or breach of legal obligations by the Supplier, its employees, agents, or subcontractors.

12.2 The Supplier will sufficiently insure and keep insured its liability under the law and/or agreement to the Buyer and further insure and keep insured all insurable risks in its business operations under normal conditions, including in any case a recall insurance, during the period in which this Framework Agreement is in force and for five years after the end or termination of the Framework Agreement.

12.3 At the Buyer's request, the Supplier will promptly provide (a certified copy of) the policies and proof of premium payment. The Supplier hereby assigns in advance to the Buyer all claims for insurance payouts insofar as they relate to damage for which the Supplier is liable to the Buyer.

**13. Force Majeure**

13.1 In the event of force majeure, the party invoking this right must immediately notify the other party and consult with the other party to inform it as much as possible about the nature of the force majeure situation.

13.2 Force majeure is understood as force majeure within the meaning of Article 6:75 of the Dutch Civil Code and as supplemented here. In the event of force majeure on the part of one party, the fulfillment of the Agreement is wholly or partially suspended for the duration of the force majeure period without the parties being mutually obliged to pay any compensation in this regard. If the force majeure situation lasts longer than thirty (30) days, the other party has the right to terminate the Agreement by registered letter with immediate effect and without judicial intervention, without any right to compensation arising.

13.3 Force majeure on the part of the Supplier does not include: lack of personnel, strikes, non-performance by third parties engaged by the Supplier, failure or shortage of auxiliary materials, liquidity or solvency problems at the Supplier or suppliers, and government measures against the Supplier. The foregoing is not an exhaustive list.

**14. Termination**

14.1 Without prejudice to the Buyer's statutory right to terminate, the Buyer is entitled to terminate the Agreement in whole or in part by written notice without further notice of default if:

a. The Supplier fails to fulfill one or more obligations under the Agreement;

b The Supplier has applied for suspension of payments or bankruptcy, suspension of payments has been granted, or bankruptcy has been declared, the Supplier's business operations have been halted, the Supplier's business has been liquidated, attachments have been made against the Supplier, or the Supplier has transferred its business to third parties; or

c. Rejection occurs after inspection or re-inspection pursuant to Article 6 (Inspections).

14.2 In the event of termination, the risk of already delivered goods remains with the Supplier. The goods will then be at the disposal of the Supplier and must be collected by

it. The Supplier will immediately refund what the Buyer has already paid in respect of the terminated Agreement.

**15. Confidentiality and Information Obligation**

15.1 The Supplier will provide the Buyer with all information that may be relevant to the Buyer prior to or at the same time as the Delivery. The Supplier will not provide confidential information to third parties unless the Buyer has given prior written consent.

15.2 The Supplier is also not allowed to use the Buyer's name in advertisements and/or other (commercial) documents without prior written consent from the Buyer. If the Supplier violates this article, the Buyer is entitled without further notice of default to impose a penalty of €25,000 per event on the Supplier. The imposition, collection, or set-off of this penalty does not affect the Buyer's right to performance, compensation, and/or termination.

**16. Health, Safety, and Environment**

16.1 The Supplier ensures that the Delivery and its delivery strictly comply with all applicable laws and regulations on health, safety, and environmental protection in the country of delivery.

16.2 Before the first delivery, the Supplier provides the Buyer with a technical description of the Delivery, explicitly stating how it should be stored and used, including associated safety instructions and a description of potential risks.

16.3 The safety regulations are regularly updated by the Supplier and immediately sent to the Buyer at the initiative of the Supplier as soon as changes occur in applicable regulations or the Delivery.

16.4 Changes to the Delivery, including changes affecting the safety of the Delivery, may only be implemented after prior written consent from the Buyer.

16.5 The Supplier guarantees that the Delivery does not contain SVHC substances in violation of the REACH regulation. Moreover, the Supplier guarantees that all substances (on their own, in preparations, or in item numbers) are timely (in advance) registered, reported, and authorized by ECHA as described on https://www.echa.europa.eu/. Upon the Supplier's request, proof of registration will be provided.

**17. Supplier Code**

17.1 The Supplier adheres to all applicable social, ethical, and legal norms in its activities and transactions, including but not limited to the delivery of goods and/or services to the Buyer, which at least includes:

a. Working Conditions: The Supplier ensures that all its employees work under safe and healthy conditions in strict compliance with all applicable labor laws and standards.

b. Export Control and Sanctions Legislation: The Supplier guarantees compliance with all applicable laws regarding trade or economic sanctions or embargoes, sanctions lists, and control over the import, export, re-export, transfer, or otherwise trading of goods, services, software, or technology, including those of the European Union, the United Kingdom, and the United States of America.

c. Child Labor: The Supplier will not use child labor. No person younger than the legally established minimum working age will be employed in the production or delivery of goods and/or services to the Buyer.

d. Corruption: The Supplier refrains from all forms of corrupt practices, including bribery, fraud, breach of trust, or other forms of unethical behavior.

e. Use of Conflict Minerals: The Supplier strictly refrains from using minerals originating from conflict zones or associated with human rights violations or armed conflicts and will only use materials that comply with international standards for ethical sourcing.

17.2 The Supplier acknowledges that non-compliance with the provisions of Article 17.1 may result in immediate termination of the Agreement and/or other appropriate legal actions by the Buyer.

**18. Transfer of Rights and Obligations**

18.1 The Supplier will not outsource the Delivery or part thereof to third parties nor transfer the rights and obligations arising from the Agreement wholly or partly to third parties unless prior written consent has been obtained from the Buyer.

**19. Applicable Law and Disputes**

19.1 The Gelderland Court has exclusive jurisdiction over disputes between the Parties arising from the Agreement and/or the General Terms and Conditions of Purchase that relate to claims of at least €25,000. 19.2 The Agreement and the General Terms and Conditions of Purchase are governed by Dutch law.

**ADDITIONAL TERMS FOR ASSIGNMENTS AND CONTRACTING WORK**

**20. Additional Definitions**

- Equipment: All vehicles, equipment, cranes, scaffolding, and parts thereof used by the Supplier in executing the Agreement.
- Materials: Items that are processed in the creation of tangible objects or used in the execution of the work, excluding the Equipment.
- Personnel: All employees of the Supplier and all persons engaged by the Supplier to perform the assignment or work.

**21. Applicability**

21.1 These additional terms apply to all assignment agreements and/or all contracts for work concluded between the Buyer and the Supplier, whether or not forming part of another Agreement.

21.2 In case of conflict between the General Terms and Conditions of Purchase and these additional terms, the provisions of the General Terms and Conditions of Purchase prevail.

**22. Inspection of Equipment and Materials**

22.1 The Buyer has the authority to inspect and test all equipment and materials to be used by the Supplier.

**23. Personnel**

23.1 Upon first request by the Buyer, the Supplier must provide information about the Personnel employed by it for the execution of the assignment or work.

**24. Premises and Buildings**

24.1 Before starting the assignment or work, the Personnel must familiarize themselves with the rules and regulations applicable on the premises and in the buildings of the Buyer. The Buyer will provide a copy of the applicable rules and regulations to the Supplier.

24.2 During the execution of the assignment or work on the premises and/or in the buildings of the Buyer, the Supplier and Personnel must not obstruct the uninterrupted progress of the activities of the Buyer and third parties engaged by it. The Personnel must generally be available on the premises during working hours unless otherwise agreed with the Buyer.

**25. Payment**

25.1 The Supplier works exclusively in a manner allowed or required under the Chain Liability Scheme.

25.2 The Buyer always has the right to pay the social premiums, VAT, and wage tax owed by the Supplier for the work performed, including social security contributions, for which the Buyer could be jointly and severally liable as the main contractor under the Chain Liability Act, to the Supplier by depositing them into the Supplier's blocked account as referred to in the Chain Liability Act. Notwithstanding the foregoing, the Buyer is always entitled to withhold the social security premiums, VAT, and wage tax, including social security contributions, and to pay them directly to the relevant insurance institution or the Tax Authorities on behalf of the Supplier, thereby granting the Supplier a discharge for this purpose.

**26. Indemnification**

26.1 The Supplier indemnifies the Buyer against any claims that the Tax Authorities may assert against the Buyer at any time in connection with the assignment/work based on the Chain Liability Scheme. The extent of this indemnification equals the claim that the Tax Authorities have on the Buyer, increased by all associated costs. This claim of the Buyer on the Supplier will be immediately due and payable without judicial intervention.

26.2 The Supplier guarantees that the identity of the persons engaged by it has been verified and that all persons have Dutch nationality or hold a valid work permit. Any fines imposed on the Buyer by the Labor Inspectorate for persons engaged by the Supplier will be at the Supplier's expense. The Supplier indemnifies the Buyer for possible consequences in the event of a breach of these obligations.

**27. Obligations of the Supplier**

27.1 The assignment or work must be executed in accordance with the Agreement. The Supplier is responsible for independently and under its own responsibility achieving a good result in compliance with the applicable regulations, including those related to safety and the environment.

27.2 The Supplier must possess a valid registration certificate with the social insurance institution where it is registered and a business license where required.

**These general terms and conditions are filed with the Chamber of Commerce in Apeldoorn and the Gelderland Court ( ).**

**May, 2024**