

**General Terms and Conditions of Purchase of itsme B.V.,  
adopted on 20 April 2021.**

**1. Applicability**

1.1 These General terms and conditions apply to any and all requests, quotations, offers and (supplementary) Agreements, in which itsme B.V. having its statutory seat in Breda, the Netherlands and registered office at Steurweg 2, 4921 VR Raamsdonksveer, the Netherlands, and all present and future legal entities belonging to the same group in the sense of article 2:24b of the Dutch Civil Code, hereinafter to be referred to as “**Customer**”, acting as buyer or acquirer of goods and/or related services.

1.2 In these Terms and Conditions, “**Supplier**” is understood to mean any (legal) person who has concluded or wishes to conclude an Agreement, hereinafter referred to as the “**Agreement**” with Customer for, or in connection with, the sale and/or delivery of Goods, hereinafter referred to as the “**Goods**” in terms of Customer’s business operations an/or Customer’s representative(s), agent(s), assignee(s) and heir(s).

1.3 Applicability of any terms and conditions of Supplier is explicitly rejected.

1.4 No rights whatsoever can be derived from the (sub)headings in the way they are used in these general terms and conditions. The subheadings do not affect the independent content and validity of each (sub)article as used in these terms and conditions.

1.5 Deviations from these terms and conditions can only be agreed in writing.

**2. Conclusion of an Agreement**

2.1 A request from Customer will be followed by a firm offer or quotation from Supplier.

2.2 If a written order follows an offer or quotation from Supplier, the Agreement is concluded at the moment the order is sent by Customer.

2.3 If a written order is given by Customer without a prior quotation from Supplier, then the Agreement will be concluded if either the signed copy of Supplier’s order confirmation is received by Supplier within 10 calendar days of the order being sent, or by Supplier executing the order within this period in accordance with the order. In that case the Agreement shall be concluded at the time of receipt of the copy of the order confirmation or at the time of inception of the execution of the order.

2.4 In case an Agreement is entered into orally, the execution of the Agreement is suspended until the written confirmation of the order is dispatched by Customer. However, the execution of the oral Agreement shall not be suspended if, at the time the oral Agreement is entered into, Customer provides Supplier with an order number.

2.5 In case a framework agreement is concluded between Customer and Supplier, an Agreement is concluded each time written confirmation of the order under the framework Agreement is dispatched by Customer.

2.6 The procedure as referred to in sub clauses 2.1 to 2.5 of this article can also be performed by means of electronic data transmission/e-mail messages, in which case electronic messages shall be considered equivalent to written documents.

2.7. The written order or confirmation from Customer shall be deemed to reflect the Agreement correctly and in full.

2.8 Amendments to the order shall come into effect on sending of the (confirmation of the) amendment by Customer, unless Supplier objects to the (confirmation of the) amendment in writing, stating reasons, within 2 workdays from receipt.

2.9 If, for the implementation of the Agreement, use is made of drawings, models, specifications, instructions, inspection requirements or other documents and/or information, made available by or approved by Customer, these shall form part of the Agreement.

**3. Prices**

3.1 The prices stated in the Agreement are fixed and binding and therefore not subject to revision, are in euros and excluding VAT. Prices are based on delivery DDP Incoterms 2020 at the agreed place and include all costs, including in any case those relating to transportation, import and export duties, other taxes, levies, packaging, currency ratios, unless expressly agreed on otherwise in writing.

3.2 The total amount to be paid by Customer for the Goods and/or related services shall be a fixed amount agreed upon between the parties in writing before execution of the Agreement.

3.3 Prices may only be changed after written permission of Customer. Unless expressly agreed otherwise in writing, Customer shall never be obliged to make advance payments. Supplier can only charge price increases resulting from additional work with regard to (related) services, if Customer has agreed in advance and in writing to the performance of this extra work.

**4. Delivery**

4.1 The time of delivery is the time when the purchased Goods are delivered and accepted by Customer.

4.2 Unless otherwise agreed, delivery shall take place DDP Incoterms 2020, the place of delivery being the location of Customer as stated in the Agreement.

4.3 The delivered Goods shall be at Customer’s risk from the moment of acceptance of the Goods by Customer.

4.4 Delivery by Supplier shall take place at the agreed location, punctually at the agreed time, or within the agreed period. The mere exceeding of this term shall cause Supplier to be in default without further notice of default being required.

4.5 If Customer has not mentioned a delivery date in the order but has indicated a (final) delivery time, the delivery time shall commence on the day the order is given in writing or on the day an oral order is confirmed in writing by Supplier.

4.6 Supplier is obliged to notify Customer immediately in writing if he knows/expects or should know/expect that the Goods and/or services cannot be delivered at all and/or in full and/or on the agreed delivery time in accordance with the Agreement, specifying the circumstances giving rise to it, the steps Supplier has taken or will take in order to prevent any further delay and the expected duration of the delay. This notification does not affect the duty to perform on the part of Supplier and the rights of Customer as provided for in these General Terms and Conditions of Purchase.

4.7 Without prejudice to the provisions of this article Customer has the right, if Supplier fails to fulfil the provisions hereof, without further notice of default, and without judicial intervention being required and without prejudice to Customer’s further rights to terminate or dissolve the Agreement in its entirety or in respect to the part thereof that has not been delivered on time, to have the delivery made by a third party at the expense of Supplier. In this case Supplier will be obliged to immediately pay Customer all damages and costs involved, including those of a higher purchase price, and/or, at the sole discretion of Customer, to provide adequate security.

4.8 The consignment note must be signed on delivery by an authorized employee of Customer. Customer’s employee shall sign off the delivered order on the number of items delivered, indicating any defects present at first sight. If upon further inspection it appears that the delivered order, or any part of the delivered order, has not been delivered in accordance with the stated and agreed specifications, – with the exception of the warranty provisions as set out in article 8 below –, Customer is entitled to withdraw the order as a whole or in part. Customer shall inform Supplier of such cancellation in writing within 8 workdays. Supplier is responsible for any damage resulting from cancellation.

4.9 Supplier is not authorized to perform the Agreement in parts unless otherwise agreed in writing.

4.10 If Customer requests Supplier to postpone the delivery, Supplier will, at his own expense, store, preserve, protect and insure the properly packed Goods separately and recognisably for a maximum period of 10 working days, unless parties agree otherwise in writing.

4.11 Without prejudice to Customer’s rights in accordance with the provisions of article 14 and article 16, if a situation as referred to in subsection 4.6 of this article arises, the parties shall deliberate whether and, if so, in which manner this can be resolved to Customer’s satisfaction.

4.12 Without prejudice to Customer’s rights in accordance with the provisions of article 16, Customer has the right, in the event of non-compliance by Supplier with the provisions of subsection 4.4 of this article, to impose on Supplier a penalty of at least 15% of the total contract value, while retaining its right to claim a higher percentage or amount, provided that Customer substantiates such higher amount. In this context, contract value shall mean the purchase

value of the Goods ordered by Customer, plus the lost profit by Customer. This compensation shall not replace compensation for damage on the part of Customer as referred to in Article 14.

4.13 Execution of the Agreement shall include delivery of any associated tools and all associated documentation, drawings, and certificates of quality, inspection and warranty.

4.14 In case any export regulations or export licences/permits apply to the Goods supplied by Supplier (such as, but not limited to, those of the EU or the United States), Supplier must specify in writing and in a structured manner which data is involved, and cooperate in providing the information and documentation relevant to export. Furthermore, Supplier must keep Customer informed of any changes, so that an up-to-date overview is available to Customer at all times.

## 5. Transportation and risk

5.1 The method of transportation, shipment and packaging shall, if no further instruction is given by Customer, be determined by Supplier as a Good Supplier.

5.2 Transportation of Goods will be entirely at the risk of Supplier until the moment of acceptance of the delivered Goods by Customer. Supplier shall take out adequate insurance to cover this risk.

Transfer of Goods shall take place by the signing of the bill of lading by an authorized employee of Customer.

5.3 Any specific wishes of Customer regarding transport and/or shipment shall, without Supplier being entitled to charge Customer a price increase or surcharge, be carried out at all times, unless these wishes are unreasonable in relation to the nature and extent of the additional costs.

5.4 Supplier is entitled to charge a fee for sustainable packaging materials, provided that this is stipulated in the Agreement and mentioned on the invoice. If such fee is charged, settling shall take place after the relevant packaging materials are returned in proper condition.

5.5 Return shipment/acceptance of loaned packaging takes place at the expense and risk of Supplier, no later than 5 working days after the delivery date. Customer is entitled to claim from Supplier an immediately payable compensation of € 500.-, excluding VAT, for each day, or part thereof, of which the return is delayed.

## 6. Approval, consent

6.1 Customer's approval or (implicit) permission in respect of any fact, as referred to in these terms and conditions, shall not release Supplier from his obligations under this Agreement, nor shall it constitute a waiver of any rights by Customer.

## 7. Payment

7.1 Unless otherwise agreed in writing, payment shall be made within 60 days of receipt of the invoice, provided that receipt and approval of the Goods and receipt of all related documentation, drawings, certificates of quality and warranties have taken place.

7.2 Unless otherwise agreed in writing, payment of an invoice as referred to in subsection 7.1 of this article shall take place by transferring the amount due to a bank or giro account indicated by Supplier.

7.3 Customer is at all times entitled, before payment is made, to demand from Supplier security for the fulfilment of the (remaining) obligations of Supplier, which security shall be adequate in the opinion of Customer. Refusal on the part of Supplier to provide the requested security gives Customer the right to terminate the Agreement, without prejudice to Customer's right to compensation for damages.

7.4 Payment by Customer under no circumstances implies a waiver of any right nor acknowledgement that the delivered Goods comply with the Agreement or have been approved by Customer.

7.5 Customer is at all times entitled to set off any amounts owed to Supplier under the Agreement.

## 8. Quality, warranty, inspection

8.1 Supplier guarantees that he has all expertise, experience, knowledge, personnel, and facilities necessary to fulfil his obligations under the Agreement. Supplier further guarantees that he is in possession of and/or in compliance with all necessary and legal licences, intellectual and industrial property rights, permits and

approvals required for the execution, delivery and performance of his obligations under the Agreement.

8.2 Supplier explicitly guarantees that the Goods delivered are in accordance with the Agreement and with the specifications of Customer, that the Goods are of good quality and free from defects, liens, claims, pledges or other encumbrances. Supplier also guarantees that the delivered Goods are suitable to be used by Customer – on the basis of, among others, the specifications, facts of general knowledge and rules of experience, rules of logic, usage and customary practice in the sector, communication and correspondence with Customer – for the purpose that Supplier knows or suspects, or should know or suspect, that Customer will use these.

8.3 If a model, sample or example has been shown or provided by Supplier, the Goods must be delivered in accordance with the shown or provided model, sample or example. The qualities and characteristics of the Goods to be delivered cannot, in principle, deviate from the model, sample or example.

8.4 Supplier guarantees the full traceability of the Goods, raw materials and components. Supplier shall keep a reasonable number of samples of the Goods, raw materials and components, free of charge, and provide these to Customer on request. Supplier guarantees to keep appropriate records with regard to the Goods, raw materials, components and the quality checks thereof and to retain these records for a minimum period of five years. At all times after notification, Customer shall be entitled to admission, access, inspection and audit of all information, documentation and files relating to the aforementioned administration. Supplier shall make a reliable back-up of the aforementioned data and, if so desired, provide it to Customer free of charge. This clause shall remain in force even after expiry or termination of the Agreement.

8.5 Inspection, checking and/or testing of the Goods by Customer or persons or bodies appointed by Customer may take place both prior to the execution of the Agreement and during or after the execution of the Agreement.

8.6 If and to the extent that any Goods or any of its substances fall within the scope of:

- a) EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"); and/or
- b) Regulation (EU) 2017/821 of the European Parliament of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas (Conflict Minerals); and/or
- c) Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment Text with EEA relevance (RoHS); and/or
- d) Regulation (EC) No 1935/2004 of the European Parliament and of the Council of 27 October 2004 on materials and articles intended to come into contact with food and repealing Directives 80/590/EEC and 89/109/EEC; and/or

any implementing provision and/or amendment thereof, Supplier confirms and represents that the Goods or any of its substances, are fully compliant with the requirements of these regulations and informs Customer about the applicable requirements and provides upon Customer's first request all relevant information. To the extent Goods or any of its substances fall within the scope of other comparable rules and/or regulations, Supplier confirms and represents that the Goods or any of its substances, are fully compliant with these regulations.

8.6 The costs of inspection, checks and/or testing shall be borne by Supplier.

8.7 In the event that an inspection, a check and/or a test before, during or after the execution of the Agreement results in full or partial rejection, Customer will inform Supplier or have Supplier informed thereof in writing.

8.8 In the event of rejection of the Goods during or after the execution of the Agreement, the risks associated with the rejected Goods shall remain with Supplier or these risks shall pass to Supplier from the date of the notification referred to in the previous paragraph.

8.9 In order to fulfil his warranty obligations, Supplier shall repair, replace or supplement the delivered Goods or defective parts thereof free of charge – at Customer's exclusive discretion – within the time period set by Customer.

8.10 In urgent cases and if Customer reasonably assumes that Supplier is not able or willing to arrange for proper repair or replacement in the given period, Customer is entitled to carry out the repair or replacement himself or to have it carried out by third parties at Supplier's expense.

8.11 If the Goods, irrespective of the results of any inspection, check and/or test, do not appear to comply with this article, all the rights of Customer shall remain unaffected.

8.12 Customer is entitled to order, and Supplier shall supply, the Goods or parts thereof for a minimum of 10 years from the last delivery to Customer. In the case of an upcoming end-of-lifetime of Goods or termination of stockpiling, Supplier shall notice Customer of such event as soon as reasonably possible and is obliged to make arrangements with Customer for an alternative supply to Customer's satisfaction and/or make available to Customer all the means of production and technical documentation relating to the Goods on reasonable conditions.

## 9. Compliance

9.1 Supplier shall comply with all applicable laws, rules and regulations pertaining to human rights, health, safety and the environment, the fight against bribery and corruption, including laws, rules and regulations on international trade, such as embargos, import and export control and sanctioned party lists.

9.2 Supplier shall also adhere to the responsible and generally accepted ethical practices within the industry.

9.3 Supplier shall not advertise, nor make any independent offers to or for a customer of Customer during his activities for Customer, or as a result of or for the benefit of activities to be performed in the service of Customer.

## 10. Confidentiality

10.1 Supplier guarantees confidentiality with regard to all (business) information and data originating from Customer that has come to his knowledge or has been brought to his attention in any way. Supplier shall take all the necessary precautions to protect the interests of Customer or Customer's customers.

10.2 Supplier is not permitted, without prior written permission from Customer, to give any form of publicity to the fulfilment of the Agreement or to maintain any contact, directly or indirectly, with customers of Customer or customers of Supplier in connection therewith nor to provide any information he becomes familiar with prior to or during the execution of the Agreement, to third parties without explicit written approval of Customer.

10.3 In the event of a breach of one or more of the provisions of this article, Supplier forfeits an immediately payable penalty of € 15,000,= for each violation as well as € 1,000,= for each day that Supplier is in violation, without prejudice to other rights of Customer, including the right to claim full compensation.

9.4 The obligation of confidentiality shall remain in force after the termination of the Agreement.

## 11. Industrial and intellectual property

11.1 Unless otherwise agreed in writing, Customer shall retain or acquire from ownership, the copyrights, as well as all other rights of intellectual or industrial property regarding all Goods and services developed and/or delivered under the Agreement, including designs, sketches, illustrations, drawings, models, software and quotations, as well as preparatory materials thereof. Supplier is exclusively granted the – non-exclusive and non-transferable – right to use that which was made available to him by Customer in the context of the Agreement, during the term of the Agreement and for the purpose of executing the Agreement concluded between Supplier and Customer.

11.2 Supplier guarantees that the use, including resale, of the Goods delivered by him or of the auxiliary materials purchased or produced by him for the benefit of Customer shall not infringe any patent rights, trademark rights, model rights, copyrights or other rights of third parties.

11.3 To the extent that intellectual or industrial property rights are vested in the results of work performed by Supplier for Customer, General Terms and Conditions of Purchase itsme 20 April 2021

these rights will exclusively belong to Customer. Any rights arising for Supplier in the context of the performance of the Agreement(s) between Customer and Supplier shall be transferred to Customer upon entering into the Agreement, which transfer Customer hereby accepts. If it turns out to be necessary for formal reasons, Supplier shall cooperate in signing a deed at the first request of Customer without setting further conditions and perform all such acts as may appear necessary to ensure that all intellectual and industrial property rights that have arisen between Customer and Supplier in the context of the performance of an Agreement are vested in Customer. If this is not possible, Supplier shall provide Customer with a worldwide, exclusive non-terminable licence.

11.4 Supplier shall indemnify the Customer against any claims arising from any infringement of the rights referred to in this article and it will compensate the Customer for any damage resulting from such infringement

11.5 All know-how made available to Supplier by Customer in connection with the execution of the Agreement shall be used by Supplier exclusively for the execution of the Agreement. In case of termination/dissolution of an Agreement, Supplier shall immediately return the movable property referred to in this article to Customer. The confidentiality clause shall apply in full to all know-how made available by Customer.

## 12. Data Privacy

12.1 Insofar as Customer shares personal data within the meaning of the General Data Protection Regulation – EU 2016/679 ("GDPR") – with Supplier, Supplier shall process these personal data in a proper and careful manner in accordance with the instructions of Customer and all applicable legislation, including the GDPR, rules, regulations and decisions.

12.2 Supplier shall ensure that all reasonable (technical and organisational) measures are taken to guarantee the security of the personal data and prevent corruption or loss, damage, destruction or any other form of unlawful processing of the personal data. In the event that an unauthorised person has gained access to the personal data of Customer or the personal data have been obtained by an unauthorised person, Supplier shall immediately notify Customer of such unauthorised access and shall cooperate with Customer in taking all measures deemed necessary to reduce the risk of such loss or unauthorised access.

12.3 If applicable, Supplier shall take all reasonable steps to ensure that all its representatives, partners and sub-suppliers comply with this clause when processing personal data in the context of the Agreement.

## 13. Transfer and substitution

13.1 Supplier shall not transfer any of his rights and/or obligations of the Agreement, in whole or in part, to third parties without prior written consent of Customer.

13.2 With regard to the fulfilment of his obligations under the Agreement, Supplier is not entitled to substitute any other party, in whole or in part, for him without Customer's prior written permission.

13.3 In the event that Customer grants permission for the provisions of subsection 13.1 and 13.2, he has the right to set conditions to the permission.

13.4 In urgent matters and if after consultation with Supplier it must reasonably be assumed that Supplier is not able or willing to fulfil his obligations under the Agreement, Customer has the right to require that Supplier outsources all or part of the fulfilment of the Agreement at his expense and risk to a third party or third parties designated by Customer, which shall not relieve Supplier of its obligations under the Agreement.

## 14. Liability

14.1 Supplier commits a breach of contract towards Customer if the Goods do not meet the qualifications and guarantees as described in Article 8, and if, in the execution of the Agreement, Supplier acts in a way which a Good Supplier, equipped with normal professional knowledge and acting with due care, could and should have avoided and after he has been given notice of default in writing by Customer to remedy the failure within a reasonable period of time.

14.2 Insofar as any liability or damage is caused by a shortcoming or defect on the part of Supplier in the performance of the Agreement and/or the Products supplied in the broadest sense of the word,

Supplier is obliged to compensate Customer and indemnify him against any claim by any third party, including but explicitly not limited to, claims and costs for compensation of damages, dissolution, tort, product liability, recall, infringement of intellectual and industrial property rights, claims based on the fact that the Goods and/or services do not comply with applicable laws and regulations and claims arising due to or in connection with the nature of or defects in the Goods and/or services supplied or due to the fact that the Goods and/or services supplied do not have the properties that may have been expected.

14.3 For the purposes of this article, personnel and employees of Customer shall also be considered third parties.

14.4 Supplier shall take adequate insurance to cover the liability referred to in this article and shall, upon first request, allow Customer to verify the relevant insurance policy as well as proof of premium payments. The insurance referred to in this subsection shall include an insured amount for corporate and professional liability of at least €2.500.000,= per claim.

### **15. Force Majeure**

15.1 In the event of force majeure, each party has the right to suspended performance of the Agreement for the duration of the force majeure, without either party being mutually liable to pay any compensation in this matter. Parties may only invoke force majeure with respect to each other if the party in question notifies the other party, in writing and on submission of the supporting documents, as soon as possible but no later than 2 workdays after he became familiar with the force majeure event.

15.2 If any party is due to the force majeure event permanently unable to perform under the Agreement, or if the period of force majeure has lasted for more than 30 days or is reasonably expected to last for at least 30 days, the other party has the right to terminate the Agreement with immediate effect by means of a registered letter and without judicial intervention.

15.3 Under no circumstances, force majeure on the part of Supplier shall, amongst others, include shortage of personnel, strikes, traffic jams and/or other traffic problems, breach of Agreement by third parties engaged by Supplier, failure and/or increased cost of auxiliary materials or raw materials and liquidity and/or solvency problems on the part of Supplier.

### **16. Termination**

16.1 Customer and Supplier may terminate the Agreement during the term of the Agreement for serious cause. Supplier is then obliged to limit the damage to Customer as a result of termination, if and insofar as that may reasonably be required of him under the circumstances, considering, inter alia, the recovery of associated costs and the grounds for termination.

16.2 If Supplier fails to comply with the Agreement concluded between the parties by failing to meet one or more of its obligations under the Agreement or any other agreement arising therefrom, or failing to do so on time or properly, as well as in the event of bankruptcy or suspension of payments, shutdown, liquidation, dissolution, strike or takeover or any comparable situation of Supplier's business, he shall automatically be in default and Customer shall be entitled to terminate the Agreement in whole or in part without notice of default and without judicial intervention, by means of a written notification to Supplier. In that case, Customer is also entitled to suspend its payment obligations and/or to assign the performance of the Agreement, in whole or in part, to third parties, without Customer being liable to pay any compensation, without prejudice to any further rights to which Customer is entitled, including the right of Customer to claim full compensation.

16.3 All claims which Customer may have or acquire against Supplier become immediately due and payable in full without any discount or right to setoff.

16.4 In the event that Supplier is declared bankrupt, Customer is authorised to summon the administrator to declare within a reasonable term whether he is prepared to honour the Agreement, as security for the proper performance of the Agreement. If the administrator does not declare his willingness to fulfil the Agreement within the reasonable period stipulated, the administrator can no longer demand fulfilment of the Agreement for his part. In the event that a suspension of payments is granted to Supplier, the provisions

of this paragraph shall apply correspondingly, with the proviso that "the receiver" shall read "Supplier and the administrator".

### **17. Applicable law and dispute resolution**

17.1 All legal relationships between the parties, including the Agreement and all Agreements resulting therefrom and the execution thereof, are governed exclusively by Dutch law. The United Nations Convention on Agreements for the International Sale of Goods, concluded at Vienna on 11th of April 1980, shall not be applicable.

17.2 All disputes, including those which are only considered as such by one of the parties, arising from or related to the Agreement to which these terms and conditions apply or the relevant conditions themselves and their interpretation or implementation, both of a factual and legal nature, shall be settled by the competent civil court of the District Court of Zeeland-West Brabant, location Breda, except insofar as mandatory rules of relative competence would prevent this choice.

### **18. Other provisions**

18.1 Customer is authorized to make amendments to these General Terms and Conditions. These amendments shall enter into force on the date announced. Customer shall place the amended terms and conditions on itsme's website in a timely manner.

18.2 If any provision of these general terms and conditions is, for any reason, invalid either in whole or in part, the Agreement and these General Terms and Conditions shall otherwise remain in full force, while with regard to the invalid provisions, the parties shall be deemed to have agreed on that which comes closest in law to the scope of the invalid provision.