

GENERAL TERMS AND CONDITIONS OF PURCHASE OVET B.V.

Article 1. Definitions

In these purchase conditions, the terms and expressions used are defined as follows:

- **Purchase Conditions:** These general purchase terms and conditions used by the Client.
- **Client:** OVET B.V. and the user of these Purchase Conditions.
- **Supplier:** The (potential) counterparty of the Client under the Agreement.
- **Quotation:** A proposal issued by the Supplier to the Client, containing (among other things) a description of the Goods and/or Services and the corresponding price.
- **Agreement(s):** The written agreements between the Client and the Supplier regarding the delivery of Goods and/or Services under the Agreement.
- **Delivery:** The act of transferring possession or control of one or more Goods to the Client, including the installation/assembly of such Goods, if applicable.
- **Good(s):** The tangible object(s) to be supplied by the Supplier under the Agreement.
- **Service(s):** The service(s) to be performed by the Supplier under the Agreement.
- **Parties:** The Client and the Supplier.

Article 2. Applicability

- a) The applicability of the Supplier's general terms and conditions is expressly rejected, regardless of any reference to those terms by the Supplier.
- b) These Purchase Conditions apply to all Quotations and/or Agreements relating to the delivery of Goods and/or Services by the Supplier to the Client. The Agreement prevails over the Purchase Conditions but may supplement or clarify them.
- c) The Dutch version of these Purchase Conditions takes precedence over any translations of the Purchase Conditions.

Article 3. Formation of the Agreement

- a) The Client is only bound by written agreements. An Agreement is only concluded through the Client's written acceptance of a Quotation or, if no Quotation has been submitted by the Supplier, through written confirmation of the agreed terms by both Parties.
- b) The Supplier cannot withdraw a Quotation once it has been accepted in writing by the Client.

Article 4. Modifications

- a) At the Client's request, the Supplier shall implement all changes indicated by the Client concerning the agreed scope/quantities and/or specifications of the Goods and/or Services, provided such changes are reasonably feasible.
- b) If, in the Supplier's opinion, a change impacts the agreed fixed price and/or delivery time, the Supplier must inform the Client in writing as soon as possible, but no later than eight

business days after being notified of the requested change. If these impacts are deemed unreasonable by the Client, the Parties shall discuss them further.

- c) Changes to an Agreement must always be agreed upon in writing.

Article 5. Use of Third Parties and Assignment of Obligations

- a) The Supplier may not assign or subcontract its rights and obligations under the Agreement, in whole or in part, to third parties unless the Client has given prior written consent.
- b) Any consent provided by the Client does not release the Supplier from any obligation or liability under the Agreement. The Supplier shall indemnify the Client against any claims by third parties engaged by the Supplier and reimburse any payments made by the Client to such third parties.
- c) If the Supplier engages third parties for the performance of an Agreement, including subcontractors and suppliers, the Supplier shall ensure that these third parties are bound by these Purchase Conditions.

Article 6. Price and Price Revision

- a) The prices stated in the Agreement exclude VAT but include all other taxes, levies, import duties, and costs associated with fulfilling the Supplier's obligations. Unless explicitly agreed otherwise, prices include costs for packaging, drawings, calculations, license fees, and all accompanying documents and user manuals in Dutch or English.
- b) Prices are fixed unless the Agreement specifies the objective circumstances leading to price adjustments and the method for such adjustments.
- c) Unless explicitly agreed in writing by the Parties, no automatic price indexation or compensation occurs.
- d) The Supplier must promptly and in writing notify the Client of any future price changes or market developments, which require the Client's prior written approval before implementation.
- e) Deliveries of Goods and/or Services outside the Agreement are only permitted with the Client's prior written approval unless such deliveries incur no additional costs for the Client.

Article 7. Invoicing and Payment

- a) The Supplier's invoice must include at least the following details:
- Correct legal entity of the Client;
 - Client's purchase order number and/or contract number;
 - Supplier's business name;
 - Supplier and Client's addresses;
 - Supplier's VAT and Trade Register numbers;
 - Invoice date;
 - Unique serial number;
 - Specification of the delivered Goods and/or Services;

- Delivery date;
 - Supplier's bank account number for payment;
 - Invoice amount excluding VAT.
- Invoices lacking one or more of these details will not be processed.

- b) The Client processes only digital invoices in PDF format sent to the Client's designated email address: invoice@ovet.nl.
- c) Payment by the Client is due within 30 days after receipt of the invoice, provided the Supplier has fulfilled its obligations under the Agreement. Invoices for partial deliveries will only be paid after the final (partial) delivery, unless expressly agreed otherwise.
- d) In the event of delayed payment, the Supplier must first send a payment reminder without interest or other charges.
- e) The Client may suspend payment if deficiencies in the Goods and/or Services or their installation/assembly are identified.
- f) The Client is entitled to offset the invoice amount against any payable amounts owed by the Supplier, regardless of currency.
- g) Payment of an invoice does not constitute acknowledgment that the delivered Goods and/or Services conform to the Agreement and does not relieve the Supplier of any guarantees or liabilities.

Article 8. Delivery Time

- a) Agreed delivery times or terms are final deadlines unless otherwise agreed. Exceeding these terms immediately puts the Supplier in default, even if the Client grants an additional compliance term.
- b) The Supplier must immediately inform the Client in writing of any anticipated delivery delays, without affecting the consequences of such delays as per the Agreement or legal provisions.
- c) Delivery earlier than agreed is only permissible with the prior written consent of the Client. Early delivery does not result in changes to the payment terms.
- d) The Supplier shall ensure that the Delivery:
 - complies with the description, requirements, and scope outlined in the Agreement;
 - is suitable for the specified purpose of use;
 - is free from defects in design, construction, manufacturing, materials, and assembly;
 - complies with applicable laws and regulations.
- e) Delivery shall be made Delivered Duty Paid (DDP), as defined in the latest version of the Incoterms published by the International Chamber of Commerce, at the Client's location, to the correct department, at the agreed time, or within the agreed period.
- f) The Client has the right to postpone the Delivery in consultation with the Supplier.
- g) In such cases, the Supplier shall store, preserve, secure, and insure the Goods in a proper, segregated, and identifiable manner. Any resulting costs must be submitted by the Supplier to the Client for prior approval.

- h) Deviation from the agreed delivery date and/or time without consultation may result in the Supplier and/or their carrier being required to wait, or in the worst case, being unable to deliver and/or unload. All resulting costs shall be borne by the Supplier.
- i) The Client has the right to inspect the delivered Goods and, if deviations from the order are found, to reject the delivery or, where possible, return it to the Supplier. In the latter case, the Supplier is obligated to retrieve the returned Goods at their own expense within the timeframe specified by the Client. This does not affect the obligation for correct delivery nor the Client's right to terminate the Agreement, possibly requiring the Supplier to compensate for damages. Acceptance following inspection does not constitute acknowledgment that the delivered Goods comply with the Agreement and does not relieve the Supplier of any guarantees or liabilities.
- j) If it is agreed that the Supplier is responsible for assembly and/or installation of the Goods, Delivery is only complete after such assembly and/or installation, as confirmed by the Client.
- k) If the Supplier fails to (properly) fulfil their obligations to the Client or fails to do so on time, the Client, without prejudice to its other rights, is entitled to have the Goods delivered by a third party or to perform the Services themselves or have them performed by a third party. Any additional costs incurred as a result will be borne by the Supplier.

Article 9. Penalty Clause

- a) If the Supplier (i) is late, (ii) does not deliver at the agreed location, or (iii) delivers non-conforming Goods and/or performs non-conforming Services, the Supplier owes the Client, without any notice of default or prior declaration, an immediately payable penalty of 1.0% of the total price of the Agreement, plus statutory commercial interest, for each week or part of a week the breach continues, up to a maximum of 10% of the total price. If performance becomes permanently impossible, the maximum penalty is immediately payable in full.
- b) The penalty is owed to the Client without prejudice to all other rights or claims, including:
 - a. its claim for compliance with the obligation to deliver Goods and/or Services that conform to the Agreement;
 - b. its right to terminate the Agreement; and
 - c. its right to (additional) compensation.
- c) The penalty will be offset against payments owed by the Client, regardless of whether the claim for payment has been transferred to a third party.
- d) The penalty is not owed if the delay results from force majeure on the part of the Supplier as defined in Article 14.

Article 10. Obligations Regarding Delivered Goods/Warranty

- a) The Supplier is obligated to be informed of the purpose, specific circumstances, and location where the Goods will be used or the Services must be performed by the Client.

Upon request, the Client will provide the Supplier with all relevant information to the best of its ability.

- b) The Supplier guarantees the soundness of the Goods and/or Services. This means, without prejudice to the Client's other rights, that the Supplier will, at the Client's request and at the Supplier's expense, replace, repair, or reimburse defective Goods or parts thereof, or reimburse or re-perform defective Services, so that the Goods or Services comply with the Agreement under normal use and maintenance, all in such a way that the Client incurs no costs.
- c) Furthermore, the Supplier guarantees that:
 - a. the delivered Goods are complete and fit for the intended purpose under the anticipated conditions and at the intended location, are of good quality, and free from design, execution, material defects, and viruses;
 - b. the delivered Goods comply with the latest state of the art, fully adhere to the Agreement, and meet all applicable legal standards and regulations;
 - c. only explicitly agreed materials, services, and methods have been used, in accordance with the specifications provided by or on behalf of the Client (if the Client has provided specifications, and to the extent included therein);
 - d. all drawings, calculations, usage, and maintenance instructions, and other relevant documentation necessary for the use, repair, or maintenance of the delivered Goods are provided to the Client at the latest upon delivery, are fully accurate and up to date, and will remain available for at least 10 years after delivery;
 - e. the use of the delivered Goods does not infringe upon any industrial or intellectual property rights of third parties, and the Supplier indemnifies the Client against all related claims and compensates for all resulting damages;
 - f. the Supplier possesses all permits necessary for the Agreement.
- d) The Client can invoke the warranties described in this article for a period of 30 months after Delivery or completion of the Services.
- e) If a warranty applies, it begins on the date of Delivery or completion of the Services.
- f) The Client guarantees the Supplier that:
 - a. all information provided to the Supplier, except for technical calculations and drawings for which the Supplier is responsible, is accurate;
 - b. it is unaware of any circumstances unknown to third parties that it must disclose to the Supplier for the execution of the Agreement;
 - c. if the Client provides designs, drawings, calculations, etc., to the Supplier, their use does not infringe upon third-party industrial or intellectual property rights;
 - d. it will provide the Supplier with sufficient time and space to enable timely delivery and, if applicable, commissioning, as long as this does not hinder the Client's operations.

Article 11. Intellectual and Industrial Property Rights

- a) Supplier guarantees the free and uninterrupted use by Client of the delivered Goods and/or Services provided. Supplier indemnifies Client against the financial consequences of claims by third parties due to (alleged) infringements of intellectual and industrial property rights.
- b) Supplier may only use the information provided by Client in connection with the Agreement. This information is and remains the property of Client.
- c) If intellectual property rights apply to the delivered Goods or associated documentation, Client shall receive a non-exclusive and non-transferable right of use free of charge. Client is entitled to use this right for the modification, maintenance, repair, and further development of the delivered Goods. If Client engages third parties for these purposes, they are authorized, as necessary, to share all relevant information with these third parties.
- d) All intellectual property rights arising as a result of the execution of the Agreement by Supplier, its employees, or third parties engaged by Supplier, accrue to Client. Upon Client's first request, Supplier shall provide all cooperation necessary to obtain and secure these rights.
- e) Supplier guarantees that the execution of the Agreement does not infringe on the intellectual property rights of third parties. Supplier indemnifies Client against claims from third parties regarding (alleged) infringements and will compensate Client for all resulting damages. The final sentence of Article 13(a) does not apply.
- f) If Supplier uses Client's intellectual property rights for the execution of the Agreement, this shall never imply Client's permission to use such rights in other agreements. A separate, written authorization signed by Client is always required for the transfer of such rights.

Article 12. Documentation

- a) Supplier is obliged to provide the associated documentation to Client prior to or simultaneously with the Delivery
- b) Client is free to use this documentation, including reproducing it for internal use.

Article 13. Liability

- a) Supplier is liable for all direct damage resulting from non-fulfilment (including untimely or improper fulfilment) of any (contractual) obligation by it, its employees, or third parties it engages. Supplier shall indemnify Client against any claim in this regard. Supplier is not liable for indirect damages, including consequential damages, loss of profits/income, production/usage losses, and business/interruption damages, unless caused by intent, gross negligence, or wilful misconduct by Supplier or its engaged third parties.
- b) Supplier shall maintain insurance with a first-class insurer against risks as referred to in this Article for at least €1,000,000 (one million euros) per incident—where a series of related incidents is considered one incident—and €2,500,000 (two and a half million euros) annually. At Client's request, Supplier shall also maintain professional liability insurance for €1,000,000 (one million euros) per occurrence. Supplier shall provide Client, upon request, with the insurance certificate and proof of premium payment. If

the provided documentation is deemed insufficient by Client, Client has the right to inspect the relevant policy.

Article 14. Force Majeure

The Parties are not obliged to fulfil any obligation under the Agreement if hindered by a circumstance not attributable to fault and not borne by law, legal act, or generally accepted standards. Force majeure does not include: fire, illness, pandemic, strikes, government measures, transport restrictions, or riots. If the force majeure situation persists for more than one month, Parties are entitled to dissolve the Agreement.

Article 15. Risk and Transfer of Ownership

- a) Materials such as raw materials, auxiliary materials, tools, drawings, specifications, and software provided by Client to Supplier for fulfilling Delivery obligations remain the property of Client. Supplier is responsible for these materials, marks them as Client's property, and stores them separately from its own items and those of third parties.
- b) If a third party asserts any right or imposes an attachment on items belonging to Client, Supplier shall inform the third party of Client's ownership and promptly notify Client. Client is entitled to retrieve these items at any time, for which Supplier grants Client irrevocable authorization to access the necessary premises.
- c) Once materials such as raw materials, auxiliary materials, and software provided by Client are incorporated into Supplier's goods, the resulting new item shall become the property of Client. This provision is without prejudice to Article 15(d) of these Purchasing Conditions.
- d) The risk of the items transfers to Client at the moment the Delivery and subsequent inspection of the Goods, as outlined in Article 17 of these Purchasing Conditions, are completed.

Article 16: Confidentiality and Prohibition of Disclosure

- a) Supplier shall keep the existence, nature, and content of the Agreement, as well as other business information of the Client, confidential and shall not disclose any such information without the Client's written consent. The Supplier must impose these obligations on all subordinates and third parties who necessarily gain knowledge of such information in connection with the execution of the Agreement and guarantees that these subordinates and third parties comply with these obligations.
- b) Supplier is not entitled to refer to the existence of the Agreement in brochures, advertisements, newspapers, or otherwise, in any way without the Client's written permission.
- c) The Supplier is not allowed to take or publish photos of Deliveries, Installations, and Sites of the Client without prior written approval from the Client's management.

Article 17: Inspection and Review

- a) The Client is entitled to inspect Goods and/or Services at any time, both prior to Delivery (e.g., during production, processing, storage, or execution) and after delivery.
- b) Upon first request, the Supplier shall grant the Client or their representative access to the place of production, processing, or storage. The Supplier will provide cooperation for the inspection free of charge.
- c) If an inspection as described in this article cannot occur at the scheduled time due to the Supplier's actions, or if an inspection needs to be repeated, the resulting costs for the Client will be borne by the Supplier.
- d) If, after an inspection prior to delivery, the Client has valid grounds to fear that the Supplier will fail in performance, the Supplier is obligated, even if they declare willingness to fulfil obligations, to immediately provide sufficient security in the form requested by the Client to ensure proper fulfilment.
- e) In the event of rejection of the delivered Goods and/or Services, the Supplier shall ensure repair or replacement within 5 working days. If the Supplier fails to meet this obligation within the stipulated time, the Client is entitled to procure the necessary items from a third party or take or have measures taken at the Supplier's expense and risk.
- f) If the Supplier does not retrieve the rejected Goods within 5 working days, the Client has the right to return the goods to the Supplier at their expense and risk.

Article 18: Packaging

- a) The Client reserves the right to return (transport) packaging materials to the Supplier at the Supplier's expense at any time.
- b) The processing or destruction of (transport) packaging materials is the Supplier's responsibility. If packaging materials are processed or destroyed at the Supplier's request, this will occur at the Supplier's expense and risk.
- c) The Supplier must ensure that the packaging continuously complies with the latest environmental requirements and applicable laws and regulations.
- d) Goods must be packaged, at no additional cost, with minimal material in such a way that they reach their destination in good condition.

Article 19: Termination

- a) Without prejudice to the possibility of dissolution in the event of default by the Supplier, the Client has the right to unilaterally terminate the Agreement in whole or in part, with immediate effect and without prior notice or judicial intervention, in the following cases:
 - Bankruptcy or suspension of payments by the Supplier or an application thereto.
 - (Temporary) cessation of the Supplier's business operations.
 - Revocation of licenses necessary for the Supplier's normal business operations.
 - Seizure of (part of) the Supplier's business assets or items relevant to the execution of the Agreement.
 - Liquidation, takeover, or a similar situation of the Supplier's business.
 - Permanent inability of either Party to fulfil obligations under the Agreement.

- If the Supplier or one of its subordinates or representatives offers or provides any advantage to a person associated with the Client's business or affiliated companies, or one of its subordinates or representatives.
 - Failure to comply with the obligations outlined in Article 21 of these Purchase Terms.
- b) The Client may suspend its obligations under the Agreement for reasons of its own or terminate the Agreement prematurely, with a notice period of 2 months, unless termination under the circumstances is deemed unjustified. In the event of termination, the Client and Supplier will jointly review and estimate the Goods delivered and/or Services performed up to that point, and the agreed amount will be paid to the Supplier accordingly.

Article 20: Order, Safety, and Environment

- a) The Supplier, its employees, subordinates, and engaged third parties are required to comply with applicable legal safety, health, and environmental regulations. The Supplier must also ensure that its employees adhere to all relevant provisions of these Purchase Conditions.
- b) On the Client's premises and (floating) installations, the "Occupational safety, health and environmental regulations for third parties" (hereafter "OSHE Regulations") apply. A copy of the OSHE Regulations will be made available to the Supplier free of charge upon request and can also be consulted on the Client's website.
- c) The Supplier ensures that the OSHE Regulations are adhered to at all times by all its employees and engaged third parties. The Supplier must inform personnel and third parties of the content of the OSHE Regulations.
- d) In the context of ISPS rules (pursuant to the International Ship and Port Facility Security Code) and access provisions, all persons wishing to enter the Client's premises and (floating) installations must register. Personnel and third parties hired by the Client must report to the terminal gatekeeper with valid identification and strictly follow instructions. The Client has the right to deny access to persons who fail to comply with instructions and applicable conditions

Article 21. Code of Conduct

- a) The Supplier guarantees that it, its employees, and/or any third parties it engages for the execution of the Agreement will at all times comply with the Business Code of Conduct (Compliance Code). A copy of the Business Code of Conduct will be made available to the Supplier upon request. The Business Code of Conduct is also available on the Client's website.
- b) The Supplier is explicitly prohibited from influencing the objectivity of the responsible official of the Client regarding the awarding of the assignment in any way other than by an accurate representation and explanation of the price/performance ratio of the Goods and/or Services offered by the Supplier.
- c) Without the express written consent of the Client's management, the Supplier is not permitted to grant benefits exceeding a value of €50.00 to employees of the Client,

regardless of their position, nor to grant benefits to third parties at the request or with the approval of an employee, which are related to the business relationship between the Client and the Supplier.

- d) Without the express written consent of the Client's management, the Supplier is not permitted to employ employees of the Client or to have these employees perform services, whether paid or unpaid.
- e) Failure by the Supplier to comply with the provisions in sub-clauses a through c may, in principle, lead to termination of the Agreement. If the Client or third parties suffer damages due to such actions, the Supplier may be held liable and is obliged to compensate the Client for the damages incurred.

Article 22. Processing of Personal Data

- a) If the Supplier processes personal data in the execution of the Agreement, the Supplier shall comply with applicable laws and regulations, including the General Data Protection Regulation ("**GDPR**") and the Dutch GDPR Implementation Act (*Uitvoeringswet Algemene verordening gegevensbescherming* "**UAVG**").
- b) Insofar as the Supplier qualifies as a processor within the meaning of Article 4(8) GDPR for the processing of personal data as referred to in sub-clause a, the Parties shall enter into a data processing agreement pursuant to Article 28(3) GDPR. This agreement will, among other things, stipulate that the Supplier must take appropriate technical and organizational measures to prevent the loss or unlawful processing of the personal data referred to in sub-clause a.
- c) The Supplier is required to report any (suspected) personal data breach within the meaning of Article 4(12) GDPR ("data breach") to the Client within 24 hours of its discovery, accompanied by at least the following information:
 - 1. the nature of the data breach;
 - 2. the categories and number of individuals involved;
 - 3. the nature and number of affected personal data;
 - 4. the expected consequences of the data breach; and
 - 5. the measures taken and proposed to mitigate the data breach and its negative consequences.
- d) Notwithstanding the provisions of Article 13 of these Purchasing Terms, the Supplier indemnifies the Client against all claims and/or demands from third parties, including – but not limited to – competent supervisory authorities and/or affected individuals, directed at the Client as a result of the Supplier's failure to adequately comply with the obligations of this Article 22 and/or (if applicable) the data processing agreement referred to in sub-clause b.

Article 23. Governing Law

The Agreement and these Purchasing Terms are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Article 24. Disputes

Disputes arising from or related to the Agreement or these Purchasing Terms shall be submitted to the competent court in Middelburg, Netherlands.