

1. Applicability and definitions

1.1. These general purchase conditions ("Conditions") apply to all offers and agreements between KoDé Group B.V. and TM-CS B.V. in Maarheeze and Marelko Benelux B.V. in Marchese (hereinafter together and individually referred to as "Marelko") and Supplier, unless the parties have expressly deviated therefrom in writing.

1.2. Deviations from or amendments to these Conditions apply only to the agreement in question, unless otherwise specified in writing.

1.3. In this document, "Supplier" means any person or legal entity that enters into an agreement with Marelko; "Agreement" means the binding contract as described in article 2.

1.4. Any general terms and conditions used by Supplier are not binding upon Marelko.

1.5. If Marelko has agreed in writing to the applicability of one or more deviating terms and conditions, these Conditions shall stay in force for the remainder.

2. Acceptance

These Conditions, together with the relevant Purchase Order issued by Marelko, set forth the terms and conditions for the supply of services and/or the delivery of goods by Supplier to Marelko and will be binding to Parties at Supplier's acceptance (the Agreement). Any changes by Supplier are binding only, if accepted by Marelko in writing. Performance of any part of a Purchase Order by Supplier will be deemed Supplier's unconditional acceptance thereof thus constituting the Agreement.

3. Commercial conditions

3.1. Supplier shall deliver the goods and/or perform the services against the price(s) mentioned in the Agreement. Unless expressly stated to the contrary, prices are fixed in euro, exclusive of sales tax. Invoices must be submitted indicating the order number to Marelko. As long as this information is missing, Marelko has the right to suspend the payment obligation.

3.2. Marelko will pay within sixty days after acceptance of the delivery and correct invoicing.

3.3. In the event of expiry of the payment term, Marelko shall owe Supplier as a maximum and sole remedy a compensation not exceeding the statutory interest in accordance with the Dutch Civil Code Volume 6, Article 119.

3.4. Supplier's claim against Marelko does not have the legal quality to be assigned, pledged or transferred. However, pledging to Supplier's house banker is permitted after Marelko's written consent.

4. Compliance

4.1. Supplier complies with all applicable (inter)national laws, rules and regulations, standards and orders relative to the Agreement, including those on international trade, such as embargos, import and export control and sanctioned party lists.

4.2. Supplier expressly warrants that it has good and marketable title to the goods and deliverables of the services supplied, including right to grant Marelko intellectual property right(s). Supplier holds all licenses, permits, end-user statements and any other documents, required in the country of origin of transit and of destination to perform its obligations and will immediately notify Marelko of any legal restrictions.

5. Delivery time

Supplier guarantees to deliver the goods and/or services without delay and interruption. Time is of the essence. Supplier shall immediately notify Marelko of any foreseeable delay.

6. Delivery, warranty and acceptance of goods

6.1. Goods shall be delivered DDP according to Incoterms, latest version.

6.2. Delivery shall be made in adequate packaging. Costly and re-usable packaging shall be taken back by Supplier. Supplier shall timely provide Marelko with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, use, treatment, process and storage of the goods and with all certificates of analysis/conformity as usually supplied. If applicable, stored Marelko's goods will be redelivered in the original quantity, state and condition.

6.3. Supplier warrants that the goods delivered function properly and meet the properties Marelko may expect, and warrants that they will be in conformity with the specifications and requirements, be unused, produced with good materials and workmanship, free from any and all defects and from any and all liens and encumbrances or restricted rights such as, pledge, ownership reservation or right of retention and suitable for the intended purpose to the extent known to Supplier. These warranties shall extend to Marelko's customers.

6.4. Supplier shall promptly repair or replace any and all goods within a period of two (2) years after the date of acceptance or the date of first

operational use, whichever date is later. Repaired or replaced goods or parts will be warranted for another period of two (2) years from the repair or replacement date. If requested, Supplier shall as far as possible make these goods available to Supplier until replacement goods have been delivered. The warranty period shall be extended by any period(s) during which the goods have been out of operation.

6.5. Any goods delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s) may be rejected and returned for Supplier's risk and account and without prejudice to Marelko's right to compensation for the losses and damages suffered as a result of such non-compliance.

7. Performance and acceptance of services

7.1. Supplier warrants that the services and its results are of good quality and meet Marelko's expectations. Supplier shall perform the services in accordance with the requirements and specifications of the Agreement, observing due skill and care, using proper and well maintained materials and employing sufficiently qualified staff.

7.2. Supplier shall properly and timely instruct Marelko of any special use or treatment of the services.

7.3. Only written confirmation of acceptance shall constitute acceptance of the services performed.

7.4. Supplier will not outsource a service in whole or in part to third parties without Marelko's prior written consent. Supplier remains fully liable for the performance by a third party and the fulfilment of all conditions as agreed in the Agreement.

8. Transfer of title

8.1. Title of the goods deliverables and services shall pass to Marelko upon delivery at the delivery point as stated in the Agreement. However, if Marelko pays for any goods prior to delivery, title shall pass to Marelko upon payment. If pre-payment has been agreed title of goods shall pass to Marelko upon payment and Supplier shall mark the raw materials and semi-finished products intended for the production of the goods and the finished goods and store them identifiably as Marelko's goods. Supplier will bear the risk of such goods until Marelko's acceptance.

8.2. Title and risk of goods under a rental service agreement remain with Supplier.

8.3. Title of stored Marelko goods under a warehousing or processing agreement as well as the resulting goods remains with Marelko. The risk of such goods is transferred to Marelko by delivery of these goods to Marelko.

9. Availability for inspection

9.1. Supplier shall make the goods or the manufacturing process of the goods and/or any place where the services or part thereof may be carried out available at any time for inspection by Marelko or its nominee has the opportunity to inspect.

9.2. Supplier shall diligently and continuously control and test the quality of the goods and services as well as the operations during manufacturing, storage and delivery.

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

10. Controlled changes

The implementation of any changes of and/or improvements to the goods and/or (performance of the) services including (business) processes, (raw) materials (including supply source) and/or any other changes require Marelko's prior written approval. Supplier will inform Marelko well in advance of such changes and will enable Marelko to check and test the goods.

11. Indemnification, Liability and Force Majeure

11.1. Supplier shall be liable and hold Marelko and their directors and employees and customers ("Indemnified Parties"), harmless from and indemnify them against any and all actual or damage, loss, injury, death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of Supplier's goods by Indemnified Parties or any third party, the performance of the services and the deployment of Supplier's services by Indemnified Parties or any third party, except to the extent that such damage is caused by willful misconduct or gross negligence of Marelko, its affiliated companies or its customers.

11.2. Supplier is fully liable for the correct and timely payment of all taxes and levies due in connection with the performance of the Agreement and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including governmental or administrative authorities

11.3. Supplier shall comply with the applicable tax legislation in force, such as the "regeling ketenaansprakelijkheid" or

“inlenersaansprakelijkheid” and shall indemnify Marelko for all claims by third parties in this respect. Consequently, Supplier shall invoice a part of the amounts due to be paid to a frozen tax account (G-account) sufficient to cover the tax and social levies due for the deliveries concerned. Supplier shall further comply with the template agreements published by the Dutch tax authorities (Belastingdienst) and / or submit a declaration by the tax authorities concerning its actual payment behavior. If and to the extent applicable Marelko is entitled to make appropriate payments directly to the concerning agencies and correspondingly reduce or set off the payment due to Supplier. If Supplier deploys personnel at Marelko who do not have Dutch nationality, Supplier shall provide Marelko with all information, statements, permits etcetera in advance as required by Dutch law.

11.4. In no event shall Marelko be liable towards Supplier for any direct nor indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Agreement.

11.5. Neither party shall be liable towards the other party for any non- or ill performance of the Agreement to the extent such performance has been delayed, interfered with or prevented by an event beyond the control of the party concerned, was not for its risk and not reasonably foreseeable (“Force Majeure”), provided that the party invoking Force Majeure immediately informs the other party of the cause, nature and expected duration of such Force Majeure circumstances and shall use its best efforts to fulfil its obligations by all means possible. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure. In case a situation of Force Majeure continues for more than 30 days, Marelko shall be entitled to (partly) terminate or cancel the Agreement by written notice. Marelko may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfil its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes.

12. Confidentiality

All information provided by or on behalf of Marelko or developed in relation to the Agreement shall be treated as confidential and shall only be used by Supplier for the purpose of this Agreement. No information shall be disclosed to any of its employees or third parties unless to the extent necessary for the execution of the Agreement and on a strict need-to-know basis and under the obligation of a similar confidentiality obligation towards Marelko except in case Supplier is requested to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall inform Marelko prior to such disclosure. Supplier shall upon demand promptly return to Marelko all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the Agreement as confidential. On request of Marelko, Supplier, its suppliers and its employees will sign a confidentiality agreement.

13. Obligations from the General Data Protection Regulation

Within the framework of the Agreement, the Supplier may process personal data for and on behalf of Marelko and act as processor within the meaning of the General Data Protection Regulation (GDPR). The Supplier and Marelko will cooperate with each other in order to enable the other party to fulfil its obligations under the GDPR. If personal data are processed by the Supplier within the framework of the Agreement, the Supplier shall conclude with Marelko a processor agreement drawn up for this purpose.

14. Ownership and intellectual property

14.1. All information such as documents, specifications and materials disclosed to Supplier remains the property of Marelko. Supplier is not entitled to use or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Marelko or any of its affiliates, without Marelko’s prior written consent. Any authorized use shall be strictly in accordance with the instructions and for the purposes specified.

14.2. Supplier warrants that the goods and/or services, alone or in combination, do not infringe third party’s intellectual property rights.

14.3. Supplier acknowledges that all intellectual property rights, know-how, copyrights and other rights developed by or on behalf of Supplier in the execution of the Agreement are Marelko’s property and to the extent necessary assigns those rights by way of present and future assignment to Marelko.

14.4. All intellectual property rights to software, including source code, sub-software and documentation, developed explicitly and/or exclusively for or on behalf of Marelko shall rest with or be transferred to Marelko. Intellectual property rights to other software shall remain with Supplier and Supplier shall grant Marelko and its affiliated companies a non-exclusive, non-transferable, irrevocable, perpetual and royalty free license for the intended use.

15. Insurance

The Supplier shall take out and maintain such insurance policies as to cover the risks resulting from the Agreement and its execution. At the request of Marelko Supplier will provide the insurance certificates evidencing Supplier’s coverage and keep Marelko informed of any changes.

16. Termination and suspension

16.1. Marelko is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Supplier (i) in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or preventative legal scheme of settlement (ii) in case of non-compliance with import, export or chemical control regulations or the provisions of safety, health, environment and security (iii) in case of not approved changes in accordance with article 10 or does not comply otherwise with the Agreement. After such termination Marelko may return received goods and/or services in whole or in part against repayment and retransfer of ownership therein to Supplier.

16.2. Marelko may, at its sole discretion, completely or partly terminate or suspend the Purchase Order by written notice to Supplier. Marelko and Supplier shall then consult on a reasonable compensation fee limited to the inevitable costs of labor, materials and tools originated before the date of termination or suspension, as well as its inevitable costs which directly result from such termination or suspension, and in the case of termination, reasonable profit and overhead on the services performed before the date of termination. The total amount of these costs will, together with the payments already transferred to Supplier, not exceed the price specified in the Purchase Order.

17. Miscellaneous

17.1. Any provision(s) of the Agreement becoming ineffective or invalid will not affect the other provisions. Parties agree to replace the ineffective or invalid provision(s) by a provision of similar effect reflecting as closely as possible the intent of the original clause.

17.2. Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce such or any other obligation nor shall a waiver by either party of any breach be deemed a waiver of any previous or later breach. No waiver will have any effect unless made in writing, irrevocable and specifically describing the waived right.

17.3. Supplier shall not assign the Agreement in whole or in part without Marelko’s prior written consent. Such consent shall not relieve Supplier from and shall be subject to compliance with any of the obligations under the Agreement.

17.4. Nothing in the Agreement shall be deemed to constitute either party as the agent of the other or create a partnership, joint venture or employment relation between the Parties.

17.5. This Agreement shall be governed exclusively by the laws of The Netherlands with the exception of its conflict of laws principles. The United Nations Convention on contracts for the International Sale of goods, concluded at Vienna on 11th of April 1980, shall not be applicable. Any transport of goods to or from a warehouse which may be part of the services is subject to the provisions of the treaty governing the transport mode.

17.6. Any dispute shall in first instance be submitted to the competent court at Roermond, The Netherlands. Pending a dispute neither party shall be excused from performing any of its obligations under the Agreement, except for obligations directly affected by the dispute.

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