

General Conditions of Purchase Global Factories B.V.

January 2024

Article 1: Applicability

- 1.1 These General Conditions of Purchase (hereinafter "the Terms and Conditions") are applicable to all offers, Purchase Orders and agreements concerning the delivery of goods and services (hereinafter referred to as "Supplies") to Global Factories B.V. (hereinafter GF) and/or its affiliated companies. Any deviation from or addition to these Terms and Conditions require the prior written consent of GF. Any general terms and conditions from the Supplier are hereby explicitly waived.

Article 2: Order and confirmation of Order

- 2.1 In case Supplier does not confirm an Order, which is issued by GF, within two weeks after date of receipt of such Order, GF reserves the right to cancel that Order.
- 2.2 Any deviation in the Order proposed by Supplier will only be binding if GF has accepted such deviation in writing.
- 2.3 Supplier will confirm the Order in the name of the legal entity which is specified in the Order and detailing the Order number. An Order confirmation will only be binding after it has been signed by an authorized representative of GF and has been sealed with GF's company stamp.
- 2.4 Supplier will specify any additional costs, start-up and/or installation costs in his Order confirmation at all times, failing which no additional costs can be charged to GF.

Article 3: Quality of the Supplies

- 3.1 Supplier guarantees and warrants that:
1. The Supplies will be new, of good quality and free of defects. In case of services, the services will be carried out by professional personnel which are qualified for the execution of the services.
 2. The Supplies will be in conformity with the Order, the agreement, and/or the specifications and will fulfill the reasonable expectations of GF with regard to functionality, quality and reliability of the Supplies.
 3. The Supplies will be fit for purpose.
 4. The Supplies will be in conformity with Dutch laws and regulations and all other applicable (international) governmental regulations.
 5. The Supplies will be in conformity with standards applicable in the industry and will meet the European regulations with regard to CE-marking. Supplier shall provide GF with a declaration of conformity with regard to the Supplies.
- 3.2 The Supplier shall keep himself informed and shall comply with all technical-, safety-, quality- and environmental requirements, laws, regulations and/or documentation specified in the Order and/or applicable to the execution of the Order. In case the Supplier is not familiar with such information he shall inform GF accordingly.
- 3.3 The Supplier will make its best endeavors to ensure that its products, packaging materials, raw materials, utilities and consumable goods will not harm the environment and/or will not cause danger to the public health in any way. Any activity by Supplier in the cause of the execution of the Order, which may harm the environment by emissions of any kind, will need to be reported to GF in advance.
- 3.4 The Supplier will timely obtain the required permits or licenses which are necessary for the execution of the Order.

- 3.5 Complies with the norms and standards commonly used in the relevant trade or industry, complies with the legal European directives and complies with the CE marking or the EC declaration of conformity for machinery/safety components or the "manufacturer's declaration"; the supplier will provide the declaration of CE conformity. If the contract refers to technical, safety, quality, environmental or other regulations and documents which are not annexed to the contract, the Supplier shall be deemed to be aware of them, unless he promptly informs GF in writing of the contrary. The supplier will make every effort to ensure that its products, packaging, raw materials and consumables have as little impact on the environment as possible and will not pose a risk to public health in any form whatsoever. Work that may have a negative impact on the environment through emissions of any kind must be expressly notified in advance. The supplier shall ensure, and at his own expense, that the consents and permits or licenses necessary for the performance of the contract are obtained in good time and that the conditions laid down therein are complied with.

Article 4: Intellectual property, licenses

If any intellectual property rights are attached to the Supplies or the documentation with regard to the Supplies, Supplier shall grant GF an irrevocable, non-exclusive, worldwide, transferable, perpetual, royalty free license. All intellectual property rights created during the execution of the Order by Supplier, its employees or any third party which is engaged by Supplier in the execution of the order, will vest with GF. On first demand Supplier shall provide all necessary assistance to enable GF to acquire such rights. The Supplier guarantees that the Supplies and/or the execution of the Order will not breach any intellectual property right of any third parties. The Supplier shall indemnify GF from and against any claim with regard to a breach of intellectual property rights and shall be liable for any loss or damages suffered by GF as a result of such breach.

Article 5: Packaging, shipment and delivery

- 5.1 The Supplier shall package the Supplies in an economical, safe and careful way such that the Supplies will be manageable during loading, transportation and unloading.
- 5.2 The Supplier shall deliver the Supplies in perfect condition at the agreed location of delivery.
- 5.3 The Supplier shall identify the Supplies by specifying GF's Order number, the amount of packages, the name and the correct and complete address of the recipient. On the outside of the package the Supplier will attach a packing list specifying the content of the package.
- 5.4 Pallet deliveries will preferably be unmarked and in Euro-format.
- 5.5 The Supplier shall mark any packaging which needs to be returned, with a "to be returned to Supplier" mark. The Supplier shall provide GF with the correct and complete name and address for the return delivery. All return deliveries are for the account of the Supplier.
- 5.6 Delivery of the Supplies to GF will be DDP (Delivery Duty Paid) in accordance with the Incoterms applicable at the time of the Order confirmation, unless agreed differently and confirmed in the Order confirmation.
- 5.7 Partial deliveries are not permitted, unless agreed and confirmed in writing by GF.
- 5.8 Any additional costs as a result of partial deliveries (if and when agreed) will be for the account of the Supplier, unless agreed otherwise.
- 5.9 Time is of the essence. The Supplier shall strictly comply with the agreed delivery dates. Deliveries include all drawings, manuals and documentation with regard to the Supplies.

- 5.10 The Supplier will notify GF forthwith of any circumstances which may lead to a delay in delivery of the Supplies.
- 5.11 In the event of a delay in delivery and without any notification being required, GF may charge a penalty of 0,5% of the total value of the Order per calendar week or part thereof with a maximum of 5% of the total value of the Order. The penalty will be due and payable immediately when the delay occurs and will not affect GF's rights to claim delivery of the Supplies, compensation for loss and/or damages and/or termination of the Order.
- 5.12 In the event of deliveries which exceed 5% or more of the initial total value of the Order (with a minimum of 1 piece and round numbers), GF may decline the extra deliveries. GF will return the extra deliveries to the Supplier, for the account of the Supplier. GF is entitled to set off any such amounts and the Supplier has the obligation to provide GF with a credit note.

Article 6: Title and transfer of risk

- 6.1 The transfer of risk of the Supplies occurs at the agreed location of delivery and after acceptance in writing by an authorized representative of GF.
- 6.2 Upon receipt GF shall visually inspect the Supplies at delivery. If no damages and/or deficiencies have been determined, the Supplies will be accepted by an authorized representative of GF by signing the packing list. Should GF detect any deficiencies or damages after opening of the packaging, GF will notify the Supplier forthwith and shall provide photo's thereof to the Supplier. The Supplier will be obligated to substitute the damaged Supplies immediately and without delay.
- 6.3 Title of ownership will transfer to GF upon delivery.
- 6.4 In deviation of article 6.3, GF will be entitled to test the Supplies in order to determine whether the Supplies are in accordance with the agreed terms and conditions and specifications. After the test has been successfully completed GF will notify the Supplier accordingly, after which title of ownership will transfer to GF.
- 6.5 Ownership of models, molds, stamps, shapes, designs etc., that which are produced and fabricated for the Supplies, shall transfer to GF after payment there for by GF.
- 6.6 Materials or goods provided by GF to the Supplier remain the property of GF and are to be stored, labeled and administered as property of GF. If any processing or transformation of the materials and/or goods shall take place for the benefit of GF, GF shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, GF and the Supplier hereby agree that GF shall be the owner of the new product at all times during the processing or transformation. Upon first request, the Supplier shall provide GF with a certificate of ownership.
- 6.7 The Supplier shall keep the materials, goods and/or the new product as specified in article 6.6 safe for GF at no extra cost and in doing so will exercise the duty of care. The Supplier will not make available, sell and/or lend the materials goods and/or the new product to any third party without the prior written consent of GF. In the event of damages to the goods, materials and/or the new products the Supplier shall take any and all actions to repair such damages or shall fully compensate GF for all damages if they cannot be repaired.
- 6.8 On first demand and without delay the Supplier shall deliver the materials, goods and products of article 6.6 to GF.

Article 7: Price, invoices and payments

- 7.1 Agreed prices between GF and the Supplier are fixed and in Euro's, excluding VAT.
- 7.2 The Supplier will send its invoices to Global Factories B.V. for the attention of the Financial Department. GF shall provide the Supplier with the relevant contact details.
- 7.3 The Order number, as specified in the Order, shall be detailed in the invoice. Duplicates or copies of invoices need be clearly marked as such.
- 7.4 Amounts, which are not authorized in the Order by GF, will not be paid and will need to be credited by Supplier to GF.
- 7.5 Insofar as the details specified in articles 7.2 – 7.4 are omitted, invoices shall not be payable.
- 7.6 The payment term of correct and uncontested invoices is 30 days after end of the month in which the invoice was issued.
- 7.7 Credit squeeze will not be accepted nor paid by GF. If a credit squeeze is imposed by the Supplier GF reserves the right to postpone payment of any invoice.

Article 8: Variations

- 8.1 GF reserves the right to change the Order at any time.
- 8.2 The Supplier shall submit to GF, in writing and without undue delay, a description of the variation to the Order, an estimate of the effect of such variation on the Order price and the effect of such change with regard to the delivery time.
- 8.3 Any variation order needs to be confirmed in writing by GF before the Supplier will be entitled to start the execution thereof.
- 8.4 No variation order will be granted for additional work or deliveries which the Supplier could or should have foreseen at the time of the conclusion of the Order and/or which were required to meet the agreed obligations and functionalities under the Order and/or which are due to default by the Supplier.
- 8.5 The Supplier guarantees that the agreed prices are fixed for the term of the Order.
- 8.6 Any price changes anticipated by the Supplier will need to be notified to GF with a minimum of three (3) months before commencement of the proposed change.
- 8.7 Price changes by Supplier for future orders can only be accepted if confirmed in writing by GF.

Article 9: Termination

- 9.1 Without prejudice to any other rights, GF has the right to terminate the agreement with immediate effect by notifying the Supplier when:
 - the Supplier is in breach of the terms and conditions of the Order;
 - the Supplier becomes insolvent, has filed for bankruptcy or any other party has filed for Suppliers bankruptcy, has closed or liquidated his business/company, a substantial part of its capital has been seized or if it has transferred its company to a third party;
 - the Supplies have been rejected after they have been tested and inspected by GF and the Supplies still do not meet the agreed requirements.
- 9.2 In the event of termination by GF the Supplies will be for the risk of Supplier, unless the Supplies by processing or transformation have become the property of GF. The Supplies which are for the risk of Supplier will be collected by Supplier at the location where they are at the time of termination. The Supplier shall forthwith return all payments made by GF under the terminated Order.

Article 10: Guarantee

- 10.1 If during the guarantee period it is determined that the Supplies do not comply with the requirements specified in article 3, the Supplier shall, on first demand and for its own account, replace or repair the Supplies, such as GF's option and without prejudice to any other rights GF may have under contract or law.
- 10.2 In the event the Supplier is in breach of fulfilling its guaranteed obligations, GF will have the right to replace, repair or have them replaced or repaired by a third party at the cost of the Supplier. GF shall timely inform the Supplier if and when he wants to exercise such rights.
- 10.3 If no guarantee period has been agreed between the Parties, a guarantee period of 24 months after date of delivery/ acceptance will apply. In case materials and/or goods will be processed and/or transformed into an installation or a system, the guarantee period will start upon acceptance by GF of the installation or the system. The guarantee period will never exceed a period of 30 months after date of delivery of the goods and/or materials. In case the Supplies do not meet the requirements of article 3, the guarantee period will be extended with the period during which the Supplies do not meet the requirements.
After any replacement, repair or new delivery during the guarantee period the guarantee period for these replacements, repairs and deliveries will be equal to the initial guarantee period.
- 10.4 Supplier will be liable for and will compensate GF for transportations costs, labor costs, travel and or accommodations costs which will have to be made by GF due to frequent repairs and replacements of the Supplies during the guarantee period.

Article 11: Confidentiality and information

- 11.1 Supplier shall provide GF with all information with regard to the Supplies which may be relevant for GF.
- 11.2 Without the prior written consent of GF, Supplier shall not provide any confidential information with regard to the Supplies to any of its employees and any third party which are not involved in the manufacturing and/or supply of the Supplies and/or to any third party.
- 11.3 Without the prior written consent of GF Supplier shall not use GF's name in any advertisement and/or any other commercial publication of any kind.
- 11.4 Supplier shall treat all information provided by GF as confidential and will not copy and/or disclose any of this information to the public domain by way of print, photocopy, microfilm, electronic or magnetic tape nor shall Supplier in any way copy the confidential information in any retrieval system and/or electronic data system without the prior written consent of GF.
- 11.5 Supplier shall not use and/or disclose any information provided by GF, nor shall Supplier permit any of its affiliated companies, employees or advisors to use and/or to disclose the information for any other purpose than agreed with GF.
- 11.6 Without the prior written consent of GF, Supplier shall not disclose in any way that confidential information has been provided to Supplier by GF and will make sure that its affiliated companies, employees and/or advisors will refrain from making such disclosures.
- 11.7 On first demand Supplier shall return to GF any and all information, including but not limited to electronic data, copies, notes and/or documentation relating to GF and the projects, including all such information provided to its affiliated companies, employees

and/or advisors and shall confirm in writing that all affiliated companies, employees, advisors have fulfilled that requirement.

- 11.8. Confidential information does not include information available in the public domain, of which the burden of proof falls with Supplier.

Article 12: Data Protection

- 12.1 Supplier guarantees that GF is entitled to processing the personal data provided by Supplier to GF and indemnifies GF from all damages suffered as a result of a breach of the applicable local and international laws and regulations with regard to data protection by Supplier and will indemnify GF from any third-party claims as a result thereof.

Article 13: Miscellaneous

- 13.1 *Governmental Procurement Regulations.* If the Supplier delivers software, the Supplier guarantees that the Software is "commercial computer software" as defined in the applicable provisions of the U.S. Federal Acquisition Regulation (the "FAR") and supplements thereto, including the U.S. Department of Defense FAR Supplements (the "DFARS"). The Parties acknowledge that the Software was developed entirely at private expense and that no part of the Software was first produced in the performance of a U.S. Government contract.
- 13.2 *Export Control.* Supplier will comply with all applicable export and import control laws and regulations and, in particular, Supplier will not export or re-export the Products without all required United States and foreign government licenses.
- 13.3 *RoHS and REACH Compliance.* Supplier shall ensure all Products meet then-current Restriction of Hazardous Substances ("RoHS") compliance requirements per RoHS2 Directive 2011/65/EU and the Regulation on the registration, evaluation, authorization and restriction of chemicals ("REACH") (EC 1907/2006). Supplier shall provide to GF a Certificate of Compliance for all Products as requested by GF.
- 13.4 *Conflict Minerals Compliance.* Supplier must ensure compliance with annual reporting requirements as defined in U.S. Form SD -SEC 1502. Conflict Minerals are as outlined in U.S. Form SD-SEC 1502. Supplier is expected to ensure that parts and products supplied to GF are free from "conflict minerals" such as columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives such that they do not directly or indirectly finance, or benefit armed groups through mining or mineral trading in the Democratic Republic of the Congo or an adjoining country.
- 13.5 *No Illegal Payments.* Neither Party hereto has made and neither Party hereto shall make any payments, loans, gifts, promises or offers of payments, loans, gifts or promises of anything of value, directly or indirectly, to or for the use or benefit of any: (i) official or employee of any government agency or instrumentality thereof, (ii) political party or official or candidate thereof, (iii) other person if a Party hereto knows or has reason to believe that such payment, loan, gift or promise will be directly or indirectly given or paid to a governmental official or employee or political party or official or candidate thereof, (iv) other person or entity, the payment or giving of which would violate Applicable Law.
- 13.6 *No child labor.* Supplier shall abide by the principles and standards of the following conventions:
- UN Declaration of Human Rights.
 - International Covenant on Civil & Political Rights
 - International Covenant on Economic, Social and Cultural Rights
 - The core standards of the International Labour Organization (ILO);
for eliminating among others forced or compulsory labor, effectively abolishing child

labor, providing fair wages, respecting human rights.

Article 14: Applicable law and dispute resolution

- 14.1 The interpretation, execution and/or validity of these terms and conditions will be subject to Dutch law. The parties expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall NOT apply to this Agreement.
- 14.2 All disputes concerning these terms and conditions and the execution thereof shall be settled by the competent court of The Hague, the Netherlands.

General Conditions of Purchase of Global Factories B.V.,
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