

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY of the private company PRINS METALLURGISCHE PRODUCTEN B.V. (hereinafter: PRINS), having its registered office at Lindeboomseweg 57, 3825 AL Amersfoort. Version: May 11, 2021.

Article 1 – General

- 1.1 These General Terms and Conditions (hereinafter: “Terms and Conditions”) apply to all offers, orders and/or agreements between PRINS and Purchasers, intended for the sale and delivery of goods and/or the provision of services and the performance thereof. Any deviations from or changes to these Terms and Conditions must be confirmed in writing by PRINS and will only apply to the relevant offer/order/agreement.
- 1.2 The “Purchaser” is understood to mean any natural person or legal entity to whom or which PRINS delivers goods and/or for whom or which PRINS performs services, including their representatives, agents, and legal successors.
- 1.3 Any general terms and conditions applied by the Purchaser are non-binding on PRINS, unless PRINS has agreed to them in writing.
- 1.4 If PRINS has agreed in writing to the applicability of one or more deviating terms and conditions, these Terms and Conditions will remain in full force in all other respects.

Article 2 – Offer Phase / Agreement – Changes

Offer phase

- 2.1 In view of the nature of the goods to be delivered, the placing of an order will usually be preceded by an investigation phase. During that phase, PRINS will examine whether delivery is possible and ascertain the (indicative) price of the delivery based on the written information to be provided by the Purchaser. This investigation phase ends when a first offer is issued. Before PRINS issues an offer to the Purchaser, the Purchaser will provide PRINS with all relevant technical specifications and information needed for the correct performance and assessment of product quality. Until the first offer is issued, both parties may terminate the relationship unilaterally without having any further mutual obligations and/or claims.
- 2.2 After a first offer has been issued, PRINS and the Purchaser will enter into further consultations in order to come to a final offer. Any agreement ensuing therefrom will only be effective after PRINS' written confirmation.

Agreement

- 2.3 An order placed by the Purchaser will be considered by PRINS to be irrevocable.
- 2.4 PRINS is only bound by an order placed with PRINS vis-à-vis the Purchaser if and as soon as PRINS has confirmed such order in writing within 10 working days after receipt of the order for delivery, or if PRINS has commenced performing such order. PRINS expressly reserves the right to determine the date of delivery. The invoice for work / deliveries for which no order confirmation is sent because of the nature and / or scale of the work will also constitute an order confirmation, which will be deemed to represent the agreement accurately and completely.
- 2.5 The Purchaser shall notify PRINS in a timely fashion and in writing of any changes the Purchaser, after having placed an order, may desire in the performance thereof and such changes are only binding on PRINS if PRINS has confirmed these agreements / undertakings in writing.
- 2.6 Any changes to an order placed by the Purchaser, of any nature, that entail higher costs than the costs that could be taken into account in the original quotation provided by PRINS will be for the account of the Purchaser. If such changes lead to a cost reduction, the Purchaser cannot derive any right from this with regard to a reduction of the purchase price. However, PRINS may decide in its own discretion that such changes result in the payment of a lower purchase price.
- 2.7 Any changes made may lead to PRINS exceeding the delivery period it indicated prior to the changes. This cannot be invoked against PRINS.
- 2.8 Orders, order confirmations or other correspondence via email and/or a signed fax are accepted by the parties as legally binding correspondence.

Article 3 – Offers and Quotations

- 3.1 All offers by PRINS are free of obligation, unless the offer expressly states otherwise.
- 3.2 Descriptions and prices in offers are given subject to reservation and apply only by approximation, in principle on the basis of the estimated weight of the goods. The Purchaser cannot derive any rights from any errors in an offer.
- 3.3 PRINS' offers are given based on information and (technical) specifications provided by the Purchaser. Offers are based on production and delivery within regular periods and under regular circumstances.
- 3.4 The numbers to be delivered as stated in the offer are binding, with the exception of serial products to which a surplus/deficit margin of 5% applies.
- 3.5 All prices are exclusive of turnover tax (VAT) and other government levies.
- 3.6 PRINS is entitled to change the agreed price if changed market prices and/or price increases by suppliers or other developments, such as changes in the costs of raw materials, energy and labour, government measures, currency exchange rates, taxes, duties, levies, etc., give cause to do so. PRINS will inform the Purchaser of any price increase as soon as possible in writing.

Article 4 – Maintenance Costs

- 4.1 PRINS will charge the maintenance costs for models, moulds and other necessary tools or instruments to the Purchaser, unless otherwise agreed in writing.
- 4.2 If existing models, moulds or other necessary tools or instruments have become unusable as a result of wear and tear, PRINS will charge the costs of renovation and /or replacement to the Purchaser.

Article 5 – Product Design

- 5.1 The design of the product is made as follows. Based on the Purchaser's design, the production of test samples will start, which will be submitted to the Purchaser for approval before the start of serial delivery. The Purchaser is at all times responsible for the design of the product.

Article 6 – Packaging

- 6.1 Unless expressly agreed otherwise in writing, the goods will – if necessary and in the sole discretion of PRINS – be packed in packaging in which the goods are ordinarily traded, such as pallets, pallet collars, gitter boxes and/or other sustainable packaging. The costs of the pallets, pallet collars, gitter boxes or other sustainable packaging will be charged to the Purchaser.

Article 7 – Delivery

- 7.1 Without prejudice to Article 2.2, the delivery date will be determined by PRINS. If PRINS indicates a delivery period, it will only apply by approximation and not as a guarantee.
- 7.2 PRINS is not in default by merely exceeding the delivery period. If, for any reason, there is a delay, the delivery period will be extended by the term of such delay.
- 7.3 Unless agreed otherwise in writing – for example, in the order confirmation by PRINS – and notwithstanding the provisions in Article 10 of these Terms and Conditions, goods will be deemed to have been delivered to the Purchaser in a legal sense from the moment the goods are put at the disposal of the Purchaser on the vehicle at the destination (Delivered Duty Paid, Incoterms 2010), and the Purchaser has complied with its payment obligation. With effect from the moment of delivery, the goods delivered are for the account and risk of the Purchaser.
- 7.4 Unless agreed otherwise in writing, the transportation of the goods is for the account and risk of PRINS and is effected via regular road and sea transport. Unforeseen circumstances will never result in an obligation for PRINS to use other modes of transportation for its account. The Purchaser is required to take receipt of the goods on the announced date. In the event the Purchaser fails to comply with this obligation, PRINS will store or procure the storage of the goods in its warehouse or elsewhere. The costs associated with such storage will be for the account of the Purchaser.
- 7.5 PRINS is entitled to deliver the goods in instalments. Each partial delivery, also including the delivery of goods in a combined order, may be invoiced separately. In such a case, payment must be effected in accordance with the provisions of Article 8 of these Terms and Conditions.

Article 8 – Payment

- 8.1 Payment by the Purchaser must be effected within 30 days of the invoice date by transfer of the amount payable to the bank or giro account stated on the invoice, unless otherwise agreed in writing and confirmed in the order confirmation as referred to in Article 2.4.
- 8.2 Unless otherwise agreed between the Parties, the Purchaser herewith waives its rights of setoff and suspension of performance.
- 8.3 PRINS undertakes to invoice in good time. Partial invoicing is possible at all times, unless this is excluded in writing.
- 8.4 If the Purchaser does not comply with its payment obligation on the basis of Article 8.1 of these General Terms and Conditions, PRINS will have the right to terminate or suspend the agreement with the Purchaser in full or in part. In the event of termination or suspension under this provision, the Purchaser will be fully liable for the loss suffered and to be suffered by PRINS. In addition, without prejudice to PRINS' other rights, the Purchaser will owe interest equal to the statutory interest each month on (the outstanding part of) the invoice as from the date that the payment term is exceeded until the date of full payment of the invoice amount. In that event, PRINS will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the entire invoice amount has been paid or satisfactory security has been provided.
- 8.5 All court and extrajudicial collection costs incurred by PRINS as a consequence of the Purchaser's failure to comply with its payment obligations will be for the account of the Purchaser and will be calculated according to the rate of the Netherlands Bar Association.
- 8.6 Payments made by the Purchaser will always first be used to settle all charges and interest due and subsequently to settle the oldest payable invoice, even if the Purchaser states that the payment relates to a later invoice. In the event of an objection and/or rejection made by the Purchaser and accepted by PRINS, the Parties may agree in writing to act at variance with the above.

Article 9 – Provision of Security

- 9.1 If PRINS has cause to suspect that the Purchaser will be unable to perform its obligations under the agreement, the Purchaser is obliged upon PRINS' first request to provide sufficient security for the complete performance of all its obligations with regard to agreements performed or yet to be completely or partially performed, in a manner to be indicated by PRINS.

Article 10 – Retention of Title

- 10.1 All goods delivered and yet to be delivered remain the exclusive property of PRINS until all claims PRINS has or will obtain against the Purchaser, including in any event the claims stated in Article 3: 92(2) of the Dutch Civil Code, have been paid in full.
- 10.2 In the event that the products delivered by PRINS under retention of title are processed or mixed with other products, in principle PRINS will acquire co-ownership of the products created by the processing or mixing. The extent of PRINS' co-ownership will, in the event of processing, be determined on the basis of the ratio between the value of the products delivered under retention of title and the value of the products created by the processing and, in the event of

mixing, on the basis of the value of the ratio between the value of the products delivered under retention of title and the value of the products used for the mixing. If the Purchaser acquires full ownership, the Purchaser hereby transfers the co-ownership in proportion to the said values to PRINS and shall keep the goods in custody for PRINS free of charge. Products created by processing or mixing can only be resold to the extent that they do not include any part delivered by PRINS under retention of title.

- 10.3 As long as the title to the goods has not passed to the Purchaser, the Purchaser is not authorised to pledge the goods or grant third parties any rights in the goods, other than within the regular conduct of its business. The Purchaser undertakes upon PRINS' first request to cooperate in creating a right of pledge on the claims the Purchaser has or will obtain against its purchasers by virtue of the onward supply of goods.
- 10.4 In the event that third parties levy attachment on the products delivered by PRINS or in the event that the Purchaser is placed in administration or becomes insolvent, the Purchaser will be required to give immediate written notice of PRINS' retention of title to the products to the attaching party, or the administrator or receiver, such on pain of an immediately payable penalty of € 5,000 or – if higher – the purchase price of the products. In those situations, the Purchaser will also be required to inform PRINS immediately of this. The penalty is without prejudice to any of the Purchaser's obligations to pay damages or other obligations.
- 10.5 The Purchaser is required to store the goods delivered under retention of title with due care and as the recognisable property of PRINS. The Purchaser shall take out adequate insurance for the products against, among other things, theft, damage and loss of the products.
- 10.6 If the buyer is in default with its payment obligations, has payment difficulties or if such difficulties are impending, PRINS is entitled to repossess the goods delivered under retention of title and still held by the buyer. The Purchaser shall provide PRINS with free access at all times to its premises for the purpose of inspecting the goods and/or exercising the rights of PRINS.
- 10.7 The provisions above in 10.1 through 10.6 do not prejudice the other rights accruing to PRINS.
- 10.8 With regard to a Purchaser established in Belgium, in the event of failure to pay on the due date, instead of Article 10.1 being applicable PRINS will be entitled to consider the sale null and void by operation of law and without notice of demand. PRINS retains the title to the goods until the price is paid in full. All risks will be borne by the Purchaser. Any advances paid remain acquired by PRINS as reimbursement for possible losses on resale. Articles 10.2 through 10.7 apply mutatis mutandis.
- 10.9 As regards a Purchaser established in Germany, the retention of title included in Articles 10.10 through 10.15 will apply instead of Articles 10.1 through 10.7.
- 10.10 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche, die der PRINS aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen, vorbehalten. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumsverwerbs für PRINS her und verwahrt sie für PRINS. Hieraus erwachsen ihm keine Ansprüche gegen PRINS.
- 10.11 Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwirbt PRINS zusammen mit diesem Lieferanten – unter Ausschluss eines Miteigentumsverwerbs des Abnehmers – Miteigentum an der neuen Sache, wobei das Miteigentumsanteil der PRINS dem Verhältnis des Rechnungswertes der Vorbehaltsware der PRINS zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren verspricht.
- 10.12 Der Abnehmer tritt uns seine Forderungen aus der Veräußerung von Vorbehaltswaren aus gegenwärtigen und künftigen Warenlieferungen der PRINS mit sämtliche Nebenrechten im Umfang des Eigentumsanteils der PRINS zur Sicherung ab.
- 10.13 Bei der Verarbeitung im Rahmen eines Werkvertrages wird die Lohnforderung in Höhe des anteiligen Betrages der Rechnung der PRINS für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung mit der PRINS ordnungsgemäß erfüllt, darf er über die in dem Eigentum der PRINS stehende Ware im ordentlichen Geschäftsgang verfügen und die an PRINS abgetretenen Forderungen selbst einziehen.
- 10.14 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist PRINS berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.
- 10.15 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

Article 11 – Purchaser's Obligations

- 11.1 The Purchaser will ensure that PRINS has all the data and relevant specifications pertaining to the agreement concerned and required for drawing up the offer or performing the agreement, in a timely fashion.
- 11.2 If the commencement or progress of the performance of the agreement is delayed by factors attributable to the Purchaser, the losses and costs ensuing from the same for PRINS will be for the account of the Purchaser.

Article 12 – Rejection and Complaints

- 12.1 Deliveries made by PRINS will, in principle, be inspected on the basis of the "Acceptance Quality Limit" in accordance with ISO 2859-1:1999 level II according to Table 1, rating 1.5% according to Table 2A, unless expressly agreed otherwise.
- 12.2 If the sizes, weight and/or quality of the goods deviate to such an extent from what was agreed, PRINS will – if necessary and in the sole discretion of PRINS – contact the Purchaser in order to discuss the deviations. If the deviations are

such that the goods cannot be used, PRINS will deliver replacement goods or repair the delivered goods after the Purchaser has rejected the delivered goods in writing.

- 12.3 The Purchaser is obliged to examine the delivered goods thoroughly upon receipt to ascertain whether they conform with the agreement. If, in the Purchaser's opinion, the goods delivered do not conform with the agreement, the Purchaser must report this immediately after receipt of the goods. In the event of a complaint based on a cause that reasonably could not have been discovered when taking receipt of the goods, a term of fifteen (15) days applies from the time the cause was discovered or could reasonably have been discovered. The foregoing notwithstanding, PRINS will in any event not accept complaints made after a period of six (6) months after delivery of the goods by PRINS. As regards serial products, PRINS will in any event not accept complaints made after a period of one (1) month.
- 12.4 If, despite certain deviation(s), the Purchaser expressly accepted the goods delivered by PRINS, the Purchaser is no longer entitled to reject the goods or complain about them on the basis of the relevant deviation(s).
- 12.5 If the Purchaser claims that the goods delivered should be rejected on the basis of requirements that were not agreed between PRINS and the Purchaser or requirements that were not communicated clearly by the Purchaser in the drawings, information, or specifications provided to PRINS or in the order placed by the Purchaser, PRINS will not accept rejection by the Purchaser.
- 12.6 In the event of an alleged complaint and/or rejection the Purchaser is required to provide PRINS with all available evidence, while PRINS reserves the right to conduct an on-site investigation. In that event, PRINS may also require the Purchaser to return the goods for the purpose of inspection. If the Purchaser's complaint is found to be invalid and/or the available information does not prove that PRINS is responsible for the complaint, PRINS reserves the right to pass on the costs incurred by PRINS in connection with the complaint to the Purchaser.
- 12.7 If, with due observance of the provisions of Article 12.3, PRINS finds the complaint valid, PRINS will only be required to replace, process or compensate the Purchaser for the goods to which the complaint pertains free of charge, such in PRINS' discretion.
- 12.8 The complaint does not release the Purchaser from its payment obligations vis-à-vis PRINS.

Article 13 – Return of Goods Delivered

- 13.1 Goods that PRINS sent to the Purchaser can only be returned to PRINS after PRINS' written consent and under conditions to be determined by PRINS.
- 13.2 The costs of returning the goods sent to the Purchaser by PRINS will be borne by the Purchaser, with the exception of the costs of returning goods regarding which PRINS has established that said goods contain defects covered by the warranty or for which PRINS is liable.

Article 14 – Warranty

- 14.1 PRINS gives a warranty for a period of one month following delivery on all goods delivered by PRINS. Defects covered by the warranty will be remedied by PRINS by replacing or processing the defective goods or by crediting the purchase price of the relevant goods, all such in PRINS' discretion.
- 14.2 PRINS is not required to perform any warranty obligation if, at the time the Purchaser invokes the warranty, the Purchaser has not fully complied with any obligation vis-à-vis PRINS, has not done so properly or has not done so in good time.
- 14.3 Every warranty lapses if the goods have been applied, processed, treated or maintained without due care or inexpertly, without the express consent of PRINS. Warranty also lapses if the damage to the goods is due to errors in the design/drawing.

Article 15 – Liability

- 15.1 PRINS' liability is limited to performance of the warranty obligations in Article 14 of these Terms and Conditions. All further or other liability for incorrect performance or another type of breach by PRINS or for loss or damage or consequential loss or damage at the Purchaser or third parties, on any ground whatsoever – except in the case of intent or gross negligence – is explicitly excluded. PRINS' liability will at all times be limited to the amount the insurer is prepared to pay out in the relevant case.
- 15.2 The Purchaser shall indemnify PRINS and hold it harmless from and against any and all claims for damages by third parties engaged by the Purchaser vis-à-vis PRINS regarding the performance of the agreement, save in the event of intent or gross negligence on the part of PRINS. In addition, the Purchaser shall indemnify PRINS and hold it harmless from and against any and all claims by third parties engaged by the Purchaser, related to or ensuing from the use by the Purchaser of goods delivered or services performed by PRINS.
- 15.3 Any employees of PRINS that are held liable may invoke the provisions of this article as if they were a party to the agreement between PRINS and the Purchaser.

Article 16 – Intellectual and Industrial Property Rights

- 16.1 PRINS reserves all intellectual and industrial property rights regarding offers it issued, as well as regarding the goods it produced and the models, drawings, software, descriptions etc. it provided.
- 16.2 The Purchaser warrants that, save in so far as necessary for the performance of the agreement, that which is referred to in Article 16.1 will not be reproduced, disclosed, stored or otherwise used without the written consent of PRINS.
- 16.3 The Purchaser may not change, remove from goods, imitate or use for other purposes any and all signs, logos, labels and the like, whether or not protected by intellectual or industrial property rights, present on or in the goods delivered by PRINS, without the consent of PRINS. The Purchaser is required to impose this stipulation on third parties as a third-party clause.

Article 17 – Suspension, Termination, Force Majeure

- 17.1 If the Purchaser fails to comply with any obligation vis-à-vis PRINS in any manner whatsoever, as well as in the event of a request for suspension of payments, in the event a suspension of payments or provisional suspension of payments has been granted, a petition for involuntary liquidation, report or claim, involuntary liquidation, winding-up or discontinuation of all or part of the other party's business, PRINS is authorised to act as follows, without prejudice to its other rights, without any obligation to pay damages, and without notice of default or judicial intervention:
- to suspend performance of the agreement until such time as PRINS has received sufficient security for the payment of anything owed by the Purchaser to PRINS; and/or
 - to suspend any and all of its own payment obligations; and/or
 - to terminate every agreement with the Purchaser in full or in part;
- all such without prejudice to the Purchaser's obligation to pay for the goods already delivered and/or services already performed, and without prejudice to PRINS' other rights, including the right to damages.
- 17.2 In the event that PRINS is unable to perform the agreement as a result of force majeure, PRINS is entitled to suspend performance of the agreement without judicial intervention or to terminate the agreement in full or in part, without being obliged to pay any damages.
- 17.3 Force majeure exists in the event of any circumstance beyond the control of PRINS as a result of which performance of the agreement is permanently or temporarily hindered, as well as, in so far as not already included in the same, in the event of war, risk of war, civil war, riot, strike, fire, and any other disruption to the business of PRINS or its suppliers. Force majeure also exists if a supplier from which PRINS purchases goods regarding the performance of the agreement with the Purchaser remains in default of timely and/or proper delivery.

Article 18 – Engagement of Third Parties

- 18.1 PRINS is entitled to engage third parties in the performance of an agreement on behalf of and at the expense of the Purchaser, if there is cause to do so in PRINS' opinion or if the same ensues from the agreement. The relevant costs will be charged on to the Purchaser in accordance with the quotation provided by PRINS.
- 18.2 The Purchaser warrants the quality of the goods and services of the third parties engaged by the Purchaser.

Article 19 – Transfer of Rights and Obligations

- 19.1 The Purchaser may not transfer its rights and/or obligations ensuing from any agreement with PRINS to third parties or have them serve as security regarding claims by third parties without the prior written consent of PRINS.

Article 20 – Applicable Law, Competent Court

- 20.1 These Terms and Conditions and all legal relationships between PRINS and the Purchaser are governed by Dutch law, with the exception of Articles 10.10 through 10.15, which will be governed by German law.
- 20.2 The applicability of international conventions, and more specifically the 1980 Vienna Sales Convention (CISG), is expressly excluded.
- 20.3 In so far as the law does not imperatively prescribe otherwise, the Amsterdam District Court will be exclusively competent to examine any disputes arising with regard to any agreement or the performance of any agreement between PRINS and the Purchaser, as well as disputes pertaining to these Terms and Conditions and their provisions, unless agreed otherwise by PRINS and the Purchaser in writing. With regard to disputes between PRINS and Purchasers based in Germany, the German court in the location where the Purchaser is domiciled will also be competent.

Article 21 – Dutch Text Prevails

- 21.1 In the event of a conflict between a translation and the Dutch version of these General Terms and Conditions, the Dutch version will prevail.

Article 22 – Filing

- 22.1 These Terms and Conditions have been filed with the Amersfoort Chamber of Commerce under number 62574833.