

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF NIJL B.V.

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NIJL B.V. is registered with the Trade Register of the Dutch Chamber of Commerce under number 67873146. These GTCP are filed with the Dutch Chamber of Commerce under number 00530199.

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### 1. DEFINITIONS

The following definitions apply in these GTCP:

**Delivery Date** means the date on which Seller shall deliver the Products and/or shall have performed and completed the Services, as specified in any offer, Purchase Order or agreement concluded between Parties;

**GTCP** means these general terms and conditions of purchase of NIJL;

**Party** or **Parties** means NIJL and/or Seller each individually or collectively, as the case may be;

**Product Specifications** means the specifications and requirements for the manufacturing, packaging, production, delivery, supply or performance of the Products and/or Services, as specified in any offer, Purchase Order or agreement concluded between Parties;

**Products** means all products or goods as specified in any offer, Purchase Order or agreement concluded between Parties;

**Purchase Order** means a written order issued by NIJL to Seller, evidencing NIJL's unambiguous commitment for the purchase of a specified quantity of Products and/or Services;

**Seller** means the person or entity receiving a Purchase Order from NIJL, or concluding an agreement for the supply or performance of Products and/or Services by Seller to NIJL;

**Services** means all services or activities performed by Seller for NIJL, as specified in any offer, Purchase Order or agreement concluded between Parties, not being the supply of Products;

**NIJL** means NIJL B.V. and/or any of its affiliates, as the case may be;

### 2. APPLICABILITY

2.1 These GTCP are applicable to all offers, Purchase Orders, and agreements concluded between Parties for the supply or performance of Products and/or Services by Seller to NIJL. The applicability of Seller's general terms and conditions of sale, however named, is hereby explicitly rejected.

2.2 Any additions or amendments to, and deviations from, these GTCP shall only be valid if agreed in writing and duly signed by authorized representatives of each Party.

2.3 In the event of a new version of these GTCP, such new version will apply to all offers, purchase orders and

agreements concluded between Parties for the supply or performance of Products and/or Services by Seller to NIJL, as from the date that new version is filed with the Dutch Chamber of Commerce.

### 3. OFFERS; PURCHASE ORDERS AND AGREEMENTS

3.1 Any request by NIJL to Seller to submit an offer will be without obligation.

3.2 Any offer submitted by Seller to NIJL will be irrevocable, unless otherwise expressly stated by Seller in the offer. Any offer submitted by Seller will be valid for a period of ninety (90) days, unless otherwise expressly stated in the offer.

3.3 In the event of any offer submitted by Seller, an agreement does not come into effect until express written acceptance of such order by NIJL.

3.4 Seller will accept, or will be deemed to have accepted, any Purchase Order issued by NIJL, unless it notifies NIJL in writing within five (5) working days of issuance of such Purchase Order that it cannot perform its obligations under that Purchase Order. Seller shall return a signed copy of the accepted Purchase Order to NIJL within that same five (5) working days' period.

3.5 NIJL will at any time be entitled to cancel a Purchase Order in the event Seller is not able to perform its obligations under that Purchase Order, or in the event the Purchase Order is amended by Seller without NIJL's prior written consent.

3.6 In absence of any offer or Purchase Order, any agreements between Parties do not come into effect until duly signed by authorized representatives of each Party.

### 4. AMENDMENTS

Any offers, Purchase Orders, or agreements concluded between Parties may be amended only if the amendment is recorded in writing and signed by Parties.

### 5. TRANSFER; ASSIGNMENT AND SUBCONTRACTING

5.1 Parties shall not have the right to transfer, assign, or subcontract, in full or in part, any offer, Purchase Order or agreement concluded between Parties, or one or more rights and/or obligations thereunder, without the prior written consent of the other Party; provided that NIJL's consent shall not discharge Seller from any obligations it has towards NIJL.

5.2 NIJL at any time has the right to transfer or assign, in full or in part, any offer, Purchase Order or agreement concluded between Parties, or one or more rights and/or obligations thereunder, to one or more of its affiliates without the prior written consent of Seller.

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### 6. PRICING

Unless otherwise expressly agreed, the prices for the Products and/or Services set forth in any offer, Purchase Order or agreement concluded between Parties are fixed and firm and shall constitute the entire compensation to be paid to Seller for the Products and/or Services. The prices may not be adjusted for whatever reason, including without limitation currency value change. All prices and rates are exclusive of VAT, but inclusive of all transport, packaging, travel, lodging, and installation, import duties and other taxes, levies or costs, unless otherwise expressly stated in any offer, Purchase Order or agreement concluded between Parties.

### 7. DELIVERY; DELIVERY TIME

7.1 The Products and/or Services shall be delivered or shall have been performed and completed by Supplier on the Delivery Date against the delivery condition (Incoterm latest version) as specified in any offer, Purchase Order or agreement concluded between Parties.

7.2 The Delivery Date is of the essence. Seller shall notify NIJL immediately in writing if any delay is foreseen and shall take all necessary measures at its own cost to achieve the Delivery Date. Such notice does not affect Seller's obligations to deliver or perform the Products and/or Services, nor does it affect any of NIJL's rights. NIJL will have the right to promptly implement at Seller's cost such measures as NIJL reasonably considers necessary to achieve the Delivery Date.

7.3 In the event of delayed or late delivery, or if NIJL otherwise determines that Seller's performance is such that it will cause a delay in delivery, not being due to Force Majeure, NIJL will have the right, without prior written notice thereof to Seller, and without prejudice to all other rights and remedies NIJL may have, to cancel, without any liability, (part of) the Purchase Order, or NIJL, at its sole discretion, may elect not to cancel the Purchase Order and grant Seller an extension of the Delivery Date. Notwithstanding the cancellation of the Purchase Order or the extension of the Delivery Date, Seller shall pay an immediately payable penalty of 0.5% per day, as of the date of late delivery, with a maximum of 10% of the amount of the Purchase Order.

7.4 The Products and/or Services delivered or performed must be accompanied by all documents required to be able to properly use the Products and/or Services, together with all inspection or test reports and warranty certificates.

7.5 Partial delivery or performance of Products and/or Services may only be made upon NIJL's prior written consent.

### 8. PACKAGING; TRANSPORT

8.1 The Products to be delivered shall be adequately packed and labelled in accordance with NIJL's instructions. Any and all packaging shall be sustainable and recyclable.

8.2 Unless otherwise expressly agreed between Parties, Seller shall bear all costs, fees, and expenses in respect of the packaging and transport of the Products to NIJL.

8.4 Seller shall indemnify and hold NIJL harmless from and against any loss, damage or other impairments to the Products as a consequence of inadequate packaging and/or transport of the Products.

### 9. RECORDS; INSPECTIONS AND AUDITS

9.1 NIJL, or any other party designated by NIJL for that purpose, shall at any time have the right, but not the obligation, to inspect or test the Products and/or Services. Seller shall fully cooperate with any inspections and tests and shall grant NIJL, or the designated party, access to the plants and facilities, or any other site where the Products are stored or the Services are performed. In case of any inspections or testing scheduled by Seller, Seller shall give NIJL at least ten (10) working days' prior written notice of the scheduled date for such inspection or testing in order to enable NIJL to attend. All costs made by Seller for inspection or testing shall be borne by Seller.

9.2 Seller shall at all times maintain complete and accurate records applicable to the Products and/or Services manufactured, produced, delivered, and supplied or performed in favour of NIJL. Such records shall be capable of verification through audit and analysis by NIJL, or any other party designated by NIJL for that purpose, and be available to NIJL, or the designated party, for examination and audit at all reasonable times.

9.3 Seller shall implement and at all times maintain an administration and records adequate to trace all data pertaining to a certain production, including batch information, production dates, procured components and source, which shall be kept for a minimum of ten (10) years from such production date. Seller shall retain samples from each batch for a minimum of two (2) years from such production date.

9.4 If and when required in any offer, Purchase Order or agreement concluded between Parties, Seller will submit to NIJL a detailed production planning schedule or report, and to regularly submit progress reports against such schedule or report; and Seller shall further submit to NIJL such other periodic reports as NIJL reasonably requests from time to time, including reports of any inspections, tests and audits conducted.

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### 10. FINAL ACCEPTANCE; REJECTION OF DELIVERY

10.1 Final acceptance of Products and/or Services, or any portion thereof, shall be subject to satisfactory inspection and/or testing (including - if applicable - any Factory Acceptance Test and/or Site Acceptance Test) of the subject Products and/or Services, or any portion thereof, at the plant, facilities or any other site where the Products and/or Services will be produced, used or processed or put into operation.

10.2 NIJL shall have the right to revoke or reject any delivery or performance of the Products and/or Services, or any portion thereof, where: (a) the Products and/or Services do not comply with the terms set forth in any offer, Purchase Order or agreement concluded between Parties, including without limitation any specifications and requirements in the Product Specifications; (b) the Products and/or Services are delayed in violation of the Delivery Date specified in any offer, Purchase Order or agreement concluded between Parties; or (c) the quantity of Products and/or Services delivered or performed is materially higher or lower than the quantities ordered pursuant to any offer, Purchase Order or agreement concluded between Parties.

10.3 In the event any delivery or performance is revoked or rejected, NIJL is not obliged to fulfill its obligations under any offer, Purchase Order or agreement concluded between Parties, and, at NIJL's election: (a) Seller shall bear all reasonable costs, fees, and expenses related to the destruction or return of the Products and/or Services, and NIJL shall have the right to deduct and withhold such reasonable costs, fees, and expenses from any amounts payable to Seller; and (b) Seller shall, in consultation with NIJL, and without prejudice to all other rights and remedies NIJL may have: (i) provide a full refund of any amounts paid by NIJL for the subject Products and/or Services; or at Seller's cost and risk (ii) repair or replace the subject Products and/or Services within a reasonable period of time to be specified by NIJL.

### 11. COMPLIANCE; QUALITY ASSURANCE

11.1 Seller shall manufacture, package, produce, deliver, and supply or perform the Products and/or Services, and otherwise conduct its business, in full compliance with applicable laws, rules and regulations. Seller represents and warrants that any applicable legislation in force is not restricting any future support, (re-)sale, use or treatment of the Products and/or Services.

11.2 Seller shall manufacture, package, produce, deliver, and supply or perform the Products and/or Services, and otherwise conduct its business, free from any unlawful, unethical, fraudulent, bribery and corrupt

practices; and Seller shall at all times act in a manner that is consistent with the ethical and professional standards set forth in the NIJL Code of Business Ethics, including reporting promptly any unlawful, unethical, fraudulent, bribery and corrupt conduct.

11.3 Seller shall at its expense obtain and maintain all necessary licenses and permits that applicable laws, rules and regulations require in connection with the manufacturing, production, delivery, and supply or performance of the Products and/or Services.

11.4 Seller shall adopt all appropriate safety and quality assurance standards, procedures, processes and systems, and otherwise conduct all aspects of its business (including but not limited to compliance, privacy and security, diversity and inclusivity and supplier ethics) so as to ensure that the Products and/or Services are manufactured, packed, produced, stored, transported, handled, delivered, supplied or performed, or otherwise provided to NIJL in a compliant, safe and high quality condition. Seller shall obtain and maintain a certified quality system (most recent ISO 9001, or similar, certification). NIJL reserves the right to inspect Seller's compliance therewith at Seller's premises.

11.5 If the Services provided by Seller include the secondment of personnel Seller warrants that with regard to this personnel it is in full compliance with applicable employment or other laws, rules and regulations. Seller shall indemnify and hold NIJL harmless from and against all damages, losses, and expenses which NIJL may suffer, sustain or incur from and against third party claims related to any secondment personal by Seller.

### 12. VARIATIONS AND MODIFICATIONS

12.1 NIJL has the right to periodically modify the Product Specifications; provided that modifications that significantly increase Seller's costs or that lead or could lead to other significant consequences for Seller's operation, will entitle Seller, in consultation with NIJL, to adjust its pricing for the Products and/or Services.

12.2 Seller has no right to make any variation or modification to, or delete or substitute any specification, requirement, or other detail in the Product Specifications without NIJL's prior written consent.

12.3 Seller shall notify NIJL in time, but at least six (6) months prior to any change, on any changes to the Products and/or Services, including formula, packaging, specifications, or any other material changes to the Products and/or Services. Seller will inform NIJL in sufficient detail on these changes in order to enable NIJL to adequately review, assess and approve such changes.

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13.4 NIJL may, at any time prior to the production of Products or the performance of Services, upon written notice thereof, alter (reduce or increase) the quantity of Products and/or Services, and/or the Product Specifications given in any offer, Purchase Order or agreement concluded between Parties. If any such variations affects the price or Delivery Date of the subject Products and/or Services, Seller will give NIJL written notice to that effect within five (5) working days from the date of receipt of such notice. Any changes in the price and/or Delivery Date shall be mutually agreed upon by Parties prior to production.

### 13. TITLE; RISK OF LOSS

13.1 Title to the Products shall pass from Seller to NIJL upon the earlier of (a) delivery of the Products to NIJL; or (b) payment by NIJL of the price for the subject Products. In the latter event Seller shall (i) properly mark the subject Products as "NIJL owned" and store separately any and all such Products; and (ii) indemnify and hold NIJL harmless from and against any loss, damage or other impairments to the Products of which the title has passed to NIJL.

13.2 Risk of loss to the Products shall pass to NIJL upon delivery or - if applicable - final acceptance of the Products, unless such delivery is revoked or rejected by NIJL. In the event the Products at or after delivery are revoked or rejected by NIJL, the risk for the revoked or rejected Products shall pass to Seller upon written notice to Seller of such revocation or rejection.

### 14. PAYMENT

14.1 Seller shall submit invoices containing the information as specified in any offer, Purchase Order or agreement concluded between Parties. Invoices shall be submitted upon delivery or performance for the quantity of Products and/or Services actually delivered or performed. Unless otherwise expressly agreed between Parties, NIJL will pay correct and undisputed invoices within sixty (60) days from the invoice date.

14.2 Payments will only be made by NIJL after timely and correct delivery or performance of the Products and/or Services. NIJL will have the right to suspend payment in the event Seller has not, or has not in time or in full, complied with its obligations under any offer, Purchase Order or agreement concluded between Parties.

14.3 NIJL shall at all times be entitled to set-off any payment or other obligation under any offer, Purchase Order or agreement concluded between Parties, or on any other ground, immediately payable or otherwise, that is has towards Seller against any claim, immediately payable or otherwise, that is has against Seller under any offer,

Purchase Order or agreement concluded between Parties, or on any other ground.

14.4 NIJL shall in the event of a termination event as recorded in article 19.1 be entitled to defer any payment to Seller.

14.5 Any invoices submitted to NIJL after the expiry of a period of six (6) months from the Delivery Date shall not be accepted by NIJL and by the expiry of said period Seller's right to payment of such invoices shall be forfeited.

### 15. WARRANTY; LIABILITY; REMEDIES AND INDEMNIFICATION

15.1 Seller represents and warrants that the Products and/or Services delivered or performed in all respects meet and comply with the Product Specifications, will be free from defects; and will be fit for the purposes intended. Seller represents and warrants that the Products and/or Services are complete and ready for use. Seller will ensure that all components, materials, tools, spare parts, user and instruction manuals, necessary for the purposes intended, will be delivered along with the Products and/or Services.

15.2 The warranty period will be twelve (12) months from the date of actual delivery or performance of the Products and/or Services, unless otherwise expressly agreed in any offer, Purchase Order or agreement concluded between Parties. If the Products and/or Services are destined to form part of and/or are to be integrated into a third party project, the twelve (12) month warranty period shall commence from the date such third party project shall come into commercial operation.

15.3 Any non-conforming or defective Products and/or Services so notified by NIJL within the warranty period shall be repaired or replaced by Seller at its cost and risk within a reasonable period of time in consultation with NIJL. The warranty period for any repaired or replacement Products and/or Services shall commence from the date of repair or actual delivery of the replacement Products and/or Services. In the event Seller fails or is unable to repair or replace any non-conforming or defective Products and/or Services, Seller shall, without prejudice to all other rights and remedies NIJL may have, refund to NIJL the price paid for the non-conforming or defective Products, and NIJL will be entitled to carry out or to have carried by a third party out all necessary repair or replacement work at Seller's expense.

15.4 In the event of any non-conforming or defective Products and/or Services, or any other breach by Seller of its obligations under any offer, Purchase Order or agreement concluded between Parties, Seller shall be liable for all damages suffered by NIJL as a consequence thereof. Notwithstanding the foregoing Seller shall pay an immediately payable penalty of 0.5% per day, until the

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Products and/or Services are repaired or replaced, with a maximum of 10% of the amount of the Purchase Order

15.5 NIJL shall not be liable for any damages, losses and expenses suffered by Seller, unless such damages, losses or expenses are the consequence of negligence or wilful misconduct on the part of NIJL and/or its management. Any possible liability of NIJL shall in any event be limited to the amount of the invoice to which a claim for damages, losses or expenses of Seller relates.

15.6. Seller shall indemnify and hold NIJL harmless from and against all damages, losses, and expenses which NIJL may suffer, sustain or incur from and against third party claims and which arise out of or relate to: (a) any breach by Seller of the terms of any offer, Purchase Order or agreement concluded between Parties; (b) any non-conforming or defective Products and/or Services delivered or performed; (c) any personal injury, property damage or recalls resulting from Seller's negligence or wilful misconduct; (d) any non-compliance of Seller, or the Products and/or Services with any applicable laws, rules and regulations; and (e) any product recalls resulting from Seller's breach of any offer, Purchase Order or agreement concluded between Parties.

### 16. RECALLS

Each Party shall immediately notify the other Party in the event a Party becomes aware that any Product and/or Service delivered or performed is or might become harmful to persons or property, or that any Product and/or Service is defective in any manner which is or might become harmful to persons or property, or that any Product and/or Service is mislabelled or otherwise violates or might violate applicable legal and regulatory requirements, and provide all information in its possession with respect to such problem or defect. If either Party deems it necessary to recall any Product and/or Service from any customer, including NIJL, for any reason on the quality and/or safety of the Product and/or Service, Seller shall take, and to cause its (sub-)contractors and/or (sub-)suppliers to take, such steps as may be required by applicable laws, rules and regulations to protect the interests of the public, and to comply diligently with all product recall procedures established by any governmental agency responsible for such recalls.

### 17. INSURANCE

Seller will at NIJL's request procure and maintain, at its sole expense, insurance policies, including, at minimum, general liability and product liability. These insurance policies shall cover risks during the execution of any offer, Purchase Order or agreement concluded between Parties and for a period of five (5) years after fulfillment of Seller's

obligations thereof. Upon NIJL's first request, Seller shall provide NIJL with evidence of such insurance in the form of an insurance certificate.

### 18. ITEMS MADE AVAILABLE; IP RIGHTS

18.1 All information, documents and materials, including any Products Specifications, (technical) data, models, designs, drawings and other information, documents or materials of any kind in relation to the Products and/or Services, that has been or will be supplied by NIJL to Seller in respect of the execution of any offer, Purchase Order or agreement concluded between Parties, as well as all intellectual property rights in relation to such information, documents and materials, are and remain at all times the exclusive property of NIJL. Seller shall not copy, reproduce or circulate any of such information, documents and materials, or intellectual property rights of NIJL, in full or in part, without NIJL's prior written consent.

18.2 Seller shall, at the NIJL's first written request, return to NIJL all information, documents and materials (and all copies thereof) which is the property of NIJL.

18.3 Seller shall not use or refer to any of NIJL's intellectual property rights without NIJL's prior written consent.

18.4 Seller represents and warrants that the Products and/or Services, their use or resale, do not infringe upon the intellectual property rights of any third party.

18.5 Seller shall indemnify and hold NIJL harmless from and against any and all damages, losses, and expenses resulting from any claim, action or litigation arising out of any alleged and/or actual infringement of any third party intellectual property rights resulting from the use or resale of the Products and/or Services.

### 19. TERMINATION AND SUSPENSION

19.1 Upon the occurrence of any one or more of the following events, in addition to all other rights and remedies NIJL may have, and without liability, NIJL, at its sole discretion, may elect to terminate any offer, Purchase Order, and/or agreement concluded between Parties, effective upon delivery of a written notice to Seller: (a) Seller fails to comply with or breaches any of its obligations under any offer, Purchase Order or agreement concluded between Parties, and such failure is not cured by Seller within thirty (30) days after written notice of such failure to comply is delivered to Seller; (b) NIJL reasonably anticipates a repudiation or breach by Seller of any of its obligations under any offer, Purchase Order or agreement concluded between Parties, and Seller fails to provide adequate assurances that are reasonably acceptable to NIJL; (c) there is a claim filed (before a court, an administrative authority or any competent legal authority)

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by a third party that the Products and/or Services, their use or resale, infringe the intellectual property rights of a third party; (d) there is a claim filed (before a court, an administrative authority or any competent legal authority) by a third party or governmental authority, or any agency thereof, that the Products and/or Services violate applicable laws, rules or regulations; (e) Seller unreasonably interferes with any of the inspection, testing or audit rights of NIJL; (f) Seller enters into or is subject to a change of control or ownership; or (g) the assignment by Seller for the benefit or creditors; the filing of a voluntary bankruptcy, judicial liquidation, or reorganization petition by Seller; the failure of Seller to vacate an involuntary bankruptcy or reorganization petition filed against Seller within sixty (60) days from the date of such filing; or the failure of Seller to vacate, set aside or have dismissed any insolvency proceeding involving Seller under any applicable laws within sixty (60) days from the date of commencement of any such proceeding.

19.2 NIJL shall furthermore be entitled at any time to terminate, at its convenience, (part of) a Purchase Order by giving written notice thereof to Seller. In such event Seller shall be entitled to payment for the part of the Products and/or Services as successfully delivered or performed and accepted by NIJL, as well as payment for other demonstrable costs of Seller as reasonably made up to the date of termination, using the prices as agreed between Parties or - in absence of such agreed prices - as reasonably agreed between Parties.

19.3 NIJL may at any time, and without affecting the Purchase Order otherwise, by written notice thereof to Seller, suspend further performance by Seller of (part of) a Purchase Order. Upon receipt of such notice, Seller shall promptly suspend further performance and shall, during the duration of such suspension, take proper care and protect all work associated with the Products and/or Services in progress and any materials, (sub-)supplies and equipment on hand. NIJL may at any time withdraw by written notice thereof to Seller the suspension and Seller shall promptly resume and diligently continue further performance under the Purchase Order. In the event a suspension reasonably affects any prices and/or Delivery Dates, Seller shall so notify NIJL in writing and propose necessary changes. Parties will discuss in good faith the proposed changes. In the event the duration of a suspension exceeds one hundred and eighty (180) consecutive days, either Party shall have the right to terminate the Purchase Order, at its convenience, and the provisions of article 19.2 shall apply.

### 20. CONFIDENTIALITY

20.1 Each Party must at all times treat the existence of any offer, Purchase Order, or agreement concluded between Parties, their content, and all confidential information, including any Product Specifications, pricing schedules, (technical) data, models, designs, drawings, intellectual property rights and other information or documents of any kind in relation to the Products and/or Services, that has been or will be exchanged in respect of the execution any offer, Purchase Order or agreement concluded between Parties, as well as all other confidential business information of the other Party of which it becomes aware, as confidential and may not disclose the same, in full or in part, to any third party. Each Party shall not use any such confidential information for any purpose other than those set in any offer, Purchase Order or agreement concluded between Parties.

20.2 The foregoing confidentiality obligations shall not apply to any confidential information which: (a) the disclosing Party can demonstrate by reliable evidence was known to it before it received such information from the other Party; (b) was disclosed to the disclosing Party by a third party who, at the time of such disclosure, was not under any obligation of confidentiality to the other Party; (c) the disclosing Party can demonstrate by reliable evidence was independently developed by that Party or its employees who had no access to any such information of the other Party prior to such development; or (d) if disclosure is required on the grounds of any laws, rules or regulations, or an order or instruction to disclose is issued by any court or governmental agency having proper jurisdiction over the subject matter.

20.3 Each Party shall take adequate measures to ensure the confidentiality of the confidential information and to ensure that their employees and other engaged personnel or subcontractors shall equally comply with the foregoing confidentiality obligations.

### 21. FORCE MAJEURE

Neither Party shall be responsible for any failure to comply with the terms of any offer, Purchase Order or agreement concluded between Parties, or for any delay in the performance of, or failure to perform thereunder, where such failure or delay is due to acts and circumstances which are the result of: acts of God such as fire, storm, flood, earthquake, explosion or accident; acts of war or terrorism; rebellion; insurrection; sabotage; epidemic or pandemic; quarantine restrictions; transportation embargoes; acts (including laws, rules and regulations, disapprovals or failures to approve) of any government, whether national, municipal or otherwise, or any agency thereof; and acts of third parties which are beyond the

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reasonable control of such Part where such third parties are neither agents, employees, (sub-)contractors nor affiliates of such Party, and the effect of such acts and circumstances cannot reasonably be mitigated (**Force Majeure**); and provided that the following acts and circumstance in no event shall be considered Force Majeure: normal hazards of weather; shortage of materials, (sub-)supplies, power, labor or transport; (labor) disputes between Seller and its employees; acts (including laws, rules and regulations, disapprovals or failures to approve) of any government, whether national, municipal or otherwise, or any agency thereof, arising from any failure, error or delay by Seller to comply with applicable laws, rules or regulations, or to secure obligatory approvals or permits from any such government in a timely manner; and any breaches or Force Majeure of Seller's (sub-)contractors or (sub-) suppliers. The Party claiming Force Majeure shall promptly notify in writing the other Party of the nature of the event and the duration of its effect which it believes to be reasonably likely. The Party claiming Force Majeure shall take, at its own cost, all reasonable and expeditious steps to mitigate the adverse impact of Force Majeure. In the event of Force Majeure the Delivery Dates and related terms of payment shall be extended by and to the extent performance is affected by Force Majeure; provided that Seller in no event shall be entitled to extra compensation by reason of Force Majeure. Each Party shall have the right to terminate any offer, Purchase Order or agreement concluded between Parties, without liability, upon thirty (30) days' prior written notice if such Force Majeure continues for more than three (3) months.

### **22. SAFETY, HEALTH AND ENVIRONMENT; PERSONNEL**

22.1 Seller shall comply at all times with all applicable laws, rules and regulations relating to the operation of its plants and facilities, including all applicable laws, rules and regulations with respect to sanitation, environment, immigration, employment, occupational safety and health standards.

22.2 Seller represents and warrants that in the event the execution or any offer, Purchase Order or agreement concluded between Parties requires Seller's presence at the plant, facilities or any other site of NIJL, Seller will comply with all applicable safety, health and environmental regulations, including NIJL's operating regulations, policies or codes of conduct, or other rules and requirements applicable to NIJL's plant, facilities or other site, and that it shall promptly implement instructions by NIJL in this respect.

### **23. GOVERNING LAW; COMPETENT COURT**

23.1 These GTCP, as well as any Purchase Order or agreement concluded between Parties, are governed by and will be interpreted in accordance with Dutch law. The applicability of the United Nations Convention on Contract for the International Sale of Goods (CISG) is explicitly excluded.

23.2 All disputes related to these GTCP, or any Purchase Order or agreement concluded between Parties, will be submitted exclusively to the competent court of Gelderland, the Netherlands.