

Our Terms and Conditions of Purchase (Ceetak EU B.V.)

1. DEFINITIONS AND EXPLANATION

1.1. In these Conditions:

'Buyer' means Ceetak EU B.V., a private company with limited liability registered in the Netherlands;

'Conditions' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller;

'Contract' means the contract for the sale and purchase of the Goods and/or the supply of the Services;

'Deliverables' means all documents, products and materials developed by the Seller or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

'Delivery Address' means the address stated on the Purchase Order;

'Goods' means the goods (including any instalment of the goods or any part of them) described in the Purchase Order;

'Purchase Order' means the Buyer's purchase order to which these Conditions are annexed;

'Price' means the price of the Goods and/or the charge for the Services;

'Seller' means the person so described in the Purchase Order;

'Services' means the services (if any) described in the Purchase Order;

'Specification' includes any plans, drawings, data or other information relating to the Goods or Services;

'Writing' includes e-mail and electronic transmission and comparable means of communication.

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. APPLICABILITY

2.1. These Conditions apply to all legal relationships between Buyer and a Seller.[1]

2.2. The applicability of the general terms and conditions of the Seller is expressly rejected.

2.3. If any provision of these Conditions and/or the Contract between the Buyer and the Seller might have no binding effect, is found to be void, not legally valid, not enforceable, not executable or become non-binding, this shall not affect the other provisions of these Conditions and/or the Contract. The Seller and the Buyer shall agree on a replacement provision that in terms of content and scope most closely approximates the void, not legally valid, not enforceable, not executable, or non-binding provision, given the intentions of the Seller and the Buyer at the time the agreement was made.

2.4. If the Buyer does not always require strict compliance with these Conditions, this does not mean that the provisions thereof are not applicable, or that the Buyer would lose the right in other cases to require strict compliance with the provisions of these Conditions.

3. BASIS OF PURCHASE

3.1. The Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

3.2. In the event of any inconsistency between the terms and conditions of the Purchase Order and these Conditions, the terms and conditions of these Conditions shall prevail.

3.3. The Purchase Order will lapse unless unconditionally accepted by the Seller in Writing within 14 days of its date.

3.4. These Conditions apply to all of the Buyer's purchases of Goods and Services from the Seller. No variation to the Purchase Order shall be binding unless agreed in Writing by an authorised representative of the Buyer and the Seller.

4. SPECIFICATIONS

4.1. The quantity, quality and description of the Goods and the Services shall, save as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing between the Buyer and the Seller.

4.2. Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

4.3. The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

4.4. The Seller shall allow any request by the Buyer or a representative of the Buyer's customer or any regulatory authority that governs the Buyer, on giving reasonable notice, to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide the Buyer with all facilities reasonably required for such inspection and testing, including access to its premises as is reasonably required and on reasonable notice for the satisfaction and benefit of the Buyer, its customers and any regulatory authority under this clause 4.4.

4.5. If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance and in addition the Buyer shall have the further right to require and witness further testing and inspection.

4.6. Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations or the Buyer's rights and remedies under the Contract and these Conditions.

4.7. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course of business.

5. PRICE OF THE GOODS AND SERVICE

5.1. The Price of the Goods and the Services shall be stated in the Purchase Order and shall be the full and exclusive remuneration of the Seller in respect of the delivery of the Goods and the performance of the Services and, unless otherwise so stated, shall be:

5.1.1. exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

5.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties imposed or levies other than Value Added Tax.

5.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

5.3. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller.

6. TERMS OF PAYMENT

6.1. The Seller shall not invoice the Buyer until after the Buyer has accepted the delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Purchase Order.

6.2. Unless otherwise stated in the Purchase Order, the Buyer shall pay the Price of the Goods and the Services within 60 days upon receipt and approval of the relevant invoice by the Buyer or, if later, after acceptance of the Goods or Services in question by the Buyer, but time for payment shall not be of the essence of the Contract.

6.3. The Buyer will always be entitled to set off all that it owes to the Seller against that which the Seller owes to the Buyer, whether or not due and payable, subject to a condition or time provision (including, for example, damages and/or penalties). In the event of the Buyer's default, the Seller will only be entitled to set off any amount owed to the Buyer with the Buyer's written consent.

6.4. Exceeding a payment term by the Buyer or non-payment of an invoice on the grounds of suspected inaccuracy of its content or in case of unsoundness of the invoiced shall not lead to default by the Buyer and shall not entitle the Seller to suspend or terminate its work.

6.5. Payment of an invoice by the Buyer does not imply an acknowledgement that the (delivered) Goods or Services in question comply with the Contract.

7. DELIVERY

7.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated on the Purchase Order, in either case during the Buyer's usual business hours. The Seller must perform the Contract within the period stated for that purpose in the Purchase Order. This is a deadline. The performance period commences on the date of the Contract, unless the parties have agreed otherwise in writing.

7.2. Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Purchase Order, the Seller shall give the Buyer reasonable notice of the specified date.

7.3. If the Seller fails to comply with his obligation to perform on time, the Seller will be in default within the meaning of article 6:81 of the Dutch Civil Code, without notice of default being required. The Buyer will then be entitled, without judicial intervention and without prejudice to its other rights, to dissolve the Contract in whole or in part and to have it performed by a third party at the Seller's expense. Alternatively and solely at the discretion of the Buyer, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of damages caused by delay 1% of the Price for every month's delay, all this without prejudice to the Buyer's other rights.

7.4. A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently. Delivery of the Goods shall be completed on the completion of unloading and inspection of the Goods at the Delivery Address.

7.5. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.

7.6. Nevertheless, failure by the Seller to deliver any one instalment of Goods or perform any one part of the Services shall entitle the Buyer at its option to treat the whole Contract as repudiated.

7.7. The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract or these Conditions, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

7.8. Acceptance of any of the delivered Goods, or any of the performed Services, will not affect Buyer's rights and remedies under the Contract or by law.

7.9. The Seller shall supply the Buyer with any instructions or other information required in good time to enable the Buyer to accept delivery of the Goods and performance of the Services.

7.10. The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7.11. If Goods are delivered to the Buyer which are in excess of the quantities ordered pursuant to the Purchase Order, the Buyer shall not be bound to pay for the excess Goods and any excess Goods shall remain at the Seller's risk and shall be returnable to the Seller at the Seller's own expense.

8. RISK AND PROPERTY

8.1. Subject to inspection pursuant to Clause 7.7, risk of damage to or loss of the Goods shall pass to the Buyer upon acceptance of the delivered Goods by the Buyer as referred to in Clause 7.

8.2. Title in the Goods shall pass to the Buyer upon completion of delivery.

9. WARRANTIES AND LIABILITY

9.1. The Seller warrants to the Buyer that the Goods:

9.1.1. will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Purchase Order is placed and, in this respect, the Buyer relies on the Seller's skill and judgment;

9.1.2. will be free from defects in design, material and workmanship and will remain so for the earlier of 18 months from delivery to the Buyer or 12 months from delivery by the Buyer to its customer;

9.1.3. will correspond with their description and any relevant Specification or sample; and

9.1.4. will comply with all statutory requirements and regulations relating to the manufacture, labelling, packaging, storage, handling, sale and delivery of the Goods.

9.2. The Seller warrants to the Buyer that, in providing the Services, the Seller shall:

9.2.1. co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;

9.2.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;

9.2.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with the Contract;

9.2.4. ensure that the Services will conform with all descriptions and specifications set out in the Specification;

9.2.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

9.2.6. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

9.2.7. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;

9.2.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises; and

9.2.9. not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Seller acknowledges that the Buyer may rely or act on the Services.

9.2.10. grant to the Buyer (or shall procure the direct grant to the Buyer) a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and use the Deliverables for the purposes of receiving and using the Services and the Deliverables.

9.2.11. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

9.2.12. to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days;

9.2.13. at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid;

9.2.14. to refuse to accept any subsequent delivery of Goods or performance of Services that the Seller attempts to make;

9.2.15. to recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining substitute Goods or Services;

9.2.16. to require a refund from the Seller of sums paid in advance for Goods or Services that the Seller has not provided; and

9.2.17. to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to meet such dates.

9.3. The Seller undertakes to take, at his own expense, all measures that may contribute to the prevention of stagnation and to the limitation of the additional costs to be incurred or the damage to be suffered as a result of any third party claim.

9.4. The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

9.4.1. breach of any warranty given by the Seller in relation to the Goods or the Services;

9.4.2. any defective workmanship, quality or materials in respect of the Goods;

9.4.3. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;

9.4.4. any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods as delivered or the Deliverables;

9.4.5. any infringement of intellectual property rights of third parties and similar claims relating to knowledge, unauthorised competition and the like in connection with the Goods or the Services;

9.4.6. any act or omission of any of the Seller's personnel in connection with the performance of the Services, and for the avoidance of doubt, this Clause 9.5 shall survive termination of the Contract.

9.5. These Conditions shall extend to any substituted Goods or any substituted or remedial Services provided by the Seller.

10. FORCE MAJEURE

10.1. The Buyer will not be obliged to the fulfilment of any obligation if it is prevented from this as a result of a circumstance not attributable to its fault, and which it is not accountable for by law, a legal act, or according to

generally accepted standards. In addition to the provisions of Section 75 Book 6 of the Dutch Civil Code (Force Majeure), a failure on the part of the Buyer in the fulfilment of any obligation vis-à-vis the Seller cannot be attributed to the Buyer in the event of any circumstance beyond the control of the Buyer as a result of which the fulfilment of obligations vis-à-vis the Seller is wholly or partly prevented or as a result of which the Buyer cannot reasonably be required to fulfil its obligations. There will be force majeure in the event of explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery (whether due to extreme price increases or not), outbreak of diseases, and power failure or breakdown in machinery.

10.2. If due to Force Majeure the Buyer is unable to fulfil, or unable to fulfil in a timely manner, its obligations on the basis of the Contract, these obligations will be suspended for as long as the Buyer cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted for 30 calendar days, both parties will have the right to wholly or partly terminate the agreement in writing. In that case the Buyer will not be obliged to compensation of any damage, even if the Buyer enjoys any advantage as a result of the force majeure situation.

10.3. If a party considers that it is unable, temporarily or otherwise, to fulfil its obligations to the other party in any way due to Force Majeure, such party shall immediately notify the other party in writing without undue delay. Such notice shall also state the cause of the delay and its anticipated duration.

11. INSURANCE

11.1. The Seller has been adequately insured and will continue to be adequately insured during the Contract for the following risks:

11.1.1. professional liability, including risks arising from professional errors;

11.1.2. business liability, including (product) liability for damage caused to persons or property owned by the Buyer or a third party;

11.1.3. loss of and damage to business inventory, including through fire and theft, including those items owned by the Buyer.

11.2. At the Buyer's request, the Seller shall immediately submit (a certified copy of) the policies and proofs of premium payment in respect of the insurances referred to in Clause 11.1 or a statement from the insurer concerning the existence of these insurances and the payment of the premium under the said insurances. The Seller shall not terminate the insurances mentioned in Clause 11.1 without the Buyer's prior written consent. Nor shall the Seller change the conditions and/or the sum insured to the detriment of the Buyer without said consent. The insurance premiums payable by the Seller shall be deemed to be included in the prices and rates agreed with the Buyer.

11.3. The Seller assigns in advance to the Buyer all claims for payment of insurance sums under the insurances mentioned in Clause 11.1 and insofar as these relate to damage for which the Seller is liable towards the Buyer on the basis of the Contract. The Seller undertakes to notify his insurer of this assignment in writing and to send a copy thereof to the Buyer, without prejudice to the Buyer's own authority to notify such insurer directly.

11.4. Amounts paid directly to the Buyer by insurer(s) in respect of the damage for which the Seller is liable under the Contract shall be deducted from the compensation payable by the Seller to the Buyer.

12. RESCISSIONS AND SUSPENSIONS

12.1. The Buyer shall be entitled to cancel the Purchase Order or the Contract in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

12.2. Without prejudice to its rights under the law, the Buyer will be entitled to suspend its obligations under the Contract or to dissolve the Contract in whole or in part in writing with immediate effect, without prior notice of default or judicial intervention or obligation to compensate any damage and without prejudice to the Buyer's other rights, including the right to compensation:

12.2.1. in the event that the Seller does not, does not in a timely manner, or does not completely fulfil the Seller's obligations;

12.2.2. in the event that the Buyer has good grounds to fear that the Seller will not fulfil the Seller's obligations;

12.2.3. in the event of the Seller's liquidation or (application for) bankruptcy or moratorium, when the Seller has offered its creditors a (out-of-court) restructuring plan outside bankruptcy or moratorium, or if the Seller, due to any cause whatsoever, loses or is likely to lose the power of disposal of the Seller's assets or a part thereof;

12.3. in the event that, due to delay on the part of the Buyer, it can no longer be required of the Seller that it will perform the agreement subject to the originally agreed terms and conditions. If the Contract is dissolved in whole or in part on one of the grounds mentioned in Clause 12.2, any claim of the Buyer against the Seller shall be immediately due and payable.

12.4. On termination of the Contract for any reason, the Seller shall immediately deliver up to the Buyer all Deliverables, whether or not then complete.

12.5. In the event of full or partial rescission of the Contract (irrespective of the reason for termination) by the Buyer, the Seller is not entitled to compensation by the Buyer for any damage suffered by him or third parties because of the termination. The Seller shall indemnify the Buyer against claims by third parties in this respect.

13. PERSONAL DATA

13.1. The Buyer processes personal data, as described in its privacy statement, which can be found at <https://ceetak.com/privacy-policy>.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY

14.1. The Seller guarantees that (the use of) the Goods and Services does not infringe any intellectual or industrial property rights or other rights of third parties.

14.2. If there is an infringement of any right of intellectual or industrial property or other rights of third parties, the Seller - after being requested to do so by the Buyer - will ensure that the Buyer obtains the perpetual unrestricted right of use in order to remove the infringement, without the Buyer being required to pay any additional compensation. The Buyer will be entitled, at the Seller's expense, to agree the right of use directly with the third party or parties in question.

15. APPLICABLE LAW AND DISPUTES

15.1. The law of the Netherlands applies to all disputes ensuing from a legal relationship, which these Conditions apply to. All disputes that might arise between the Seller and a Buyer, for which no solution can be reached in mutual consultation, will be exclusively submitted to the Gelderland court, location Arnhem.

16. PUBLICITY

16.1. The Seller shall only use the Buyer's name or logo and images or recordings of the deliverables as (media) expression with prior written permission of the Buyer. The Buyer may attach conditions to this permission.

16.2. Neither party shall mention the Contract in publications, advertisements or in any other manner without the prior written consent of the other party.

17. GENERAL

17.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. A notice is deemed to have been served as follows:

17.1.1. if personally delivered or by e-mail at the time of delivery;

17.1.2. if posted, at the expiration of 48 hours (or in the case of airmail, 7 days) after the envelope containing it is posted.

17.2. A waiver of any right or remedy under these Condition or the Contract or by law is only effective if given in writing and no failure or delay by either party in exercising any of its rights under these Conditions or the Contract

shall be deemed to be a waiver of that right (except where expressly stated to the contrary in these Conditions). No waiver by either party of any breach of these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.3. Each party undertakes that it shall not, at any time during the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except:

17.3.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 17.3.1; and

17.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.4. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

17.5. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Buyer and the Seller or their authorised representatives.

17.6. These Conditions, and the documents referred to within, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of the Contract. Each of the parties acknowledges and agrees that in entering into the Contract, and the documents referred to within, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in the Contract. The only remedy available to it for breach of any warranty shall be for breach of contract under the terms of the Contract and these Conditions. Nothing in this sub-clause shall, however, operate to limit or exclude any liability for fraud.

17.7. The Purchase Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to, or declare a trust in favour of any other person any of its rights or sub-contract any of its obligations under the Contract. The Buyer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

17.8. The Seller shall not without the prior written consent of the Buyer assign, transfer, charge, declare a trust over or deal in this Contract or its rights under it or part of it, or purport to do any of the same. The Seller agrees in advance that the Buyer is entitled at any time to assign, transfer, charge, declare a trust over or deal in this Contract or its rights under it or part of it, or purport to do any of the same.

17.9. The Buyer is authorised to unilaterally amend these Conditions. These amendments shall be binding upon the Seller after they have been made known to the Seller and in any case one month after the effective date determined by the Buyer.

May 2023