

## 1. Definitions and Applicability

1.1 Client: Solidus Solutions Group B.V., established in Bad Nieuweschans or any of its operating companies.

1.2 Supplier: the natural or legal person who enters into an agreement with the Client.

1.3 Delivery: the placing of one or more items in the possession of or under the authority of the Client at the address indicated by the Client.

1.4 Product(s): all of the goods that are to be supplied or delivered to the Client to fulfil an order.

1.5 Agreement: the signed agreement between the Supplier and the Client with regard to the activities to be performed by Supplier, of which these Terms and Conditions form an integral part of.

1.6 These purchase conditions ("Conditions") – with explicit exclusion of the Supplier's conditions – form part of each order and subsequent agreements that are made between the Client and the Supplier. Supplier shall respect these Conditions when drawing up his offer.

1.7 If any provision of these Conditions should be deprived of validity for any reason whatsoever, these Conditions will otherwise remain in force and the parties will, in mutual consultation, provide for an arrangement to replace the invalid provision while retaining its intention as much as possible.

1.8 "In writing" means all (electronic) communication between the Client and the Supplier (e.g. by mail, e-mail, fax, telex) with proof of receipt.

## 2. Binding nature of orders

An order is only binding if it is made in writing and confirmed by the Supplier. Before an order may be concluded, the text of these Conditions shall be made available to the Supplier, by electronic means if necessary.

## 3. Prices and payment methods

3.1 All prices are expressed in Euros and are exclusive of VAT. The agreed prices include all costs that may arise in connection with the delivery, adequate packaging and any necessary certificates, etc..

3.2 Unless otherwise agreed or legally stipulated, payment by the Client will take place within 90 days net after receipt of the invoice provided that the correct receipt of the Products and all associated documentation has taken place.

3.3 Invoices without a valid order/order number will not be processed.

## 4. Delivery time and delivery

4.1 The Delivery shall take place within the delivery time that was agreed upon by the parties. The purchase order number should be listed on all documents, delivery vouchers and invoices. Each Delivery should include a waybill or work order mentioning the relevant purchase order number. Delivery's without proper reference number cannot be processed.

4.2 Deliveries shall be delivered as carriage paid (Incoterm 2020 Delivery Duty Paid), which includes unloading at the agreed upon place of delivery, within the agreed upon time period.

4.3 Exceeding the agreed upon delivery time shall be considered as non-compliance of the Supplier's delivery obligation. The Purchaser shall retain the right to terminate the agreement and/or to claim damages for failure to fulfil contractual obligations.

4.4 In the event that a Delivery is interrupted as a result of unforeseen circumstances such as force majeure, the Client shall retain the right to dissolve the Agreement in whole or in part.

4.5 In the event of delivery of machinery, it must be delivered, installed and put into production in accordance with the safety regulations and industry standards applicable in the country where the machines will be used and operated.

## 5. Partial deliveries

Partial deliveries are only permitted after prior written approval of Client.

## 6. Transfer of risk and ownership

6.1 Unless otherwise agreed in writing, the ownership of delivered Products shall pass to the Client as soon as they have been delivered by the Supplier. If payment is made prior to delivery, the transfer of ownership will take place at the time of payment.

6.2 The risk of accidental loss or deterioration of the Products shall be borne by the Supplier until the moment that the Products have arrived at the delivery address. The delivery address is the place of delivery specified by the Client.

6.3 If the delivered Products show any defects, the Client shall be entitled to refuse to accept these Products. In this case, the risk shall not be transferred to the Client.

## 7. Packaging and transport

Unless otherwise agreed upon, the delivered Products shall be packed, stored and transported in a manner that is in keeping with customary trade practices.

## 8. Quality guarantee

The Supplier guarantees that the supplied Products shall meet the required specifications, their promised characteristics and show no defects. In the event that no explicit agreements have been made, the specifications, characteristics and requirements that are customary in trade shall apply. In addition to this, the Products in question must meet the national laws and regulations of the Client's country at the time of delivery.

## 9. Quality defects/ warranty

9.1 The warranty period for the Products shall be at least 12 months and shall begin at the moment of transfer of ownership.

9.2 If during the warranty period, defects should arise in the Products, the Client shall be entitled to apply an appropriate discount on the price, declare the agreement to be dissolved, request a free repair, a replacement delivery or delivery of a Product which is without defect (whereby the Supplier shall be required to pay all of the possible costs related to this), to have the defective Product repaired himself or replaced by a Product purchased by a third party at the Supplier's expense in the event that this is urgently necessary (for example, in the event that there is the threat of any danger as a result of the defective Product) and the Supplier himself has failed to meet the required demand within an appropriate period of time. Any one of the previously stated rights may validated when chosen by

the Client, or in so far as not prohibited by law, they may be valid alongside each other.

9.3 The warranty period shall not expire while a repair is being carried out. Upon delivery of replacement Products, a new warranty period shall begin. After the Client has made a complaint about a defective Product, the expiration period of the warranty shall be halted during the time that the Supplier has failed to definitively reject the claim in writing or to declare that the defect has been remedied.

9.4 Acceptance of Delivery and payment shall not be viewed as confirmation of a correct delivery.

9.5 If only a portion of the Products prove to be defective and in the Client's opinion, the rest of the Products in the delivery are unusable as a result of this fact, the Client shall have the right to return the total Delivery to the Supplier and to request a new Delivery from the Supplier, without prejudice to the provisions of the previous paragraphs in this article.

#### **10. Liability**

10.1 If the Supplier is responsible for the damage to a Product, he shall indemnify the Client for damages caused by third parties.

10.2 Furthermore, the Supplier is liable for all damages caused by the Supplier, his personnel or the legal entities employed by him and/or by defects to the Products that he has supplied or will supply.

10.3 The Supplier and his employees as well as any third parties employed by him are obliged to comply with statutory safety, health and environmental regulation. Also any of the Client's business rules and regulations concerning safety, health and environmental protection must be followed. A copy of these rules and regulations shall be made available upon request to the Supplier without delay and free of charge.

10.4 The Supplier shall indemnify the Client against any third-party actions that are based on the allegation that (one) of the Product(s) supplied by the Supplier infringes on any patents, copyrights, image and design rights, trade secrets, or third-party property rights, and the Supplier shall be obliged to pay the full compensation for all costs and damages that the Client or any of his related companies might suffer as a result of claims made by third parties as a result of violations to any of the rights listed above.

#### **11. Confidentiality obligation**

The Supplier, including its employees, is obliged to keep confidential all information that Client provide him within the scope of our business relationship. If, after prior written permission of the Client, the aforementioned information is made available to third parties, the Supplier must ensure that the same obligations are imposed on this third party with regard to the obligation of confidentiality.

#### **12. Transfer of contractual obligations**

The Supplier is not allowed to engage third parties for the complete or partial fulfilment of its contractual obligations without the Client's prior written consent.

#### **13. Non-compete**

13.1 The Supplier is not permitted to recruit personnel from the Client directly or indirectly 12 months after the expiry of the Agreement.

13.2 In the event of violation of the preceding article, the Supplier shall owe the Client an immediately due and payable,

non-mitigating compensation equal to the last applicable gross annual salary of the employee concerned.

#### **14. Protection of personal data**

14.1 In the event the Supplier processes personal data for the Client in its performance of the Agreement, the Supplier is qualified as a data processor and the provisions of this article 14 also qualify as a data processing agreement as stipulated in the EU General Data Protection Regulation. The Supplier will only process the personal data received on the basis of documented instructions from the Client as set out in this article 14 and will in no way use such personal data (or allow it to be used) other than necessary for the execution of the Agreement.

14.2 Supplier shall take technical and organizational security measures to ensure confidentiality and protection against loss or unlawful processing. The Supplier shall, at the discretion of the Client, delete or return all personal data after the end of the provision of services relating to the processing, unless storage is required by law.

14.3 Upon first request, the Supplier will assist the Client and provide all available information that enables the Client to comply with its own legal obligations and to demonstrate this. Unless prior written permission of the Client, the Supplier is not entitled to use further (sub) processors in its execution under the Agreement. In the event that the Client grants such prior written approval, the Supplier shall always ensure that it imposes on such (sub) processors the same obligations as stipulated in this article.

14.4 Supplier warrants that, to the extent applicable, it complies with its own legal and contractual obligations as set out in this article. The Supplier is liable to the Client for all damage, of whatever nature, directly or indirectly, as a result of negligent or unlawful processing of personal data under the Agreement. The Supplier (in its capacity as processor or otherwise) indemnifies the Client against claims or actions of third parties that arise directly or indirectly from the processing of data by the Supplier in its execution of the Agreement.

#### **15. Applicable law and disputes**

15.1 Dutch law applies to all relations between the parties, unless otherwise agreed. The CISG (Vienna Sales Convention) is hereby expressly excluded.

15.2 All disputes between the parties will exclusively be submitted before the competent court in Groningen.