GENERAL PURCHASE CONDITIONS

Chapter 1 – General provisions

1. Definitions

1.1. Capitalized words in these general purchase conditions are defined words that have the meaning ascribed to them below:

1.1.1. Services: the services to be provided by the Supplier and their results as specified in the Order, and all associated materials and documents.

1.1.2. ELEQ: Eleq Steenwijk B.V., a private limited company listed with the Chamber of Commerce under number 05029362, Eleq B.V., listed with the Chamber of Commerce under number 05020542, Eleq Kerpen GmbH, listed with Commercial Register B of the Court of Cologne under number HRB 52113 and all current and future entities affiliated to these companies.

1.1.3. Goods: the goods, products, materials, fluids, equipment, models and/or software and all associated documentation to be delivered, rented out or stored by the Supplier, as specified in the Order.

1.1.4. Resources: the materials, tools, machines, workwear, safety equipment and/or other items required to perform the Services.

1.1.5. Supplier: the legal entity or natural person from whom ELEQ purchases the Goods or Services.

1.1.6. Order: all written orders given by ELEQ to the Supplier for the delivery, rent or storage of Goods and/or the provision of Services.

1.1.7. Agreement: the agreements concluded on the basis of an offer request or Order by ELEQ, or an offer or order confirmation from the Supplier, with the proviso that the Order is deemed to contain the correct details of the Agreement.

1.1.8. Party or Parties: ELEQ and the Supplier, either individually or jointly, depending on the context.

1.1.9. Staff: the staff engaged by the Supplier to perform the Services.

1.1.10. Terms and Conditions: these general purchase conditions.

1.2. The terms ‘in writing’ and 'written' in these Terms and Conditions are also taken to mean by email, unless the communication constitutes a notice of default, termination of an Agreement or other formal legal message, in which case the communication must also be sent by registered post.

2. Terms and Conditions

2.1. These Terms and Conditions apply to all requests, offers, Orders, order confirmations and Agreements where ELEQ is the contracting party or the acquirer of Goods and/or Services. Deviations from these Terms and Conditions are only valid if and to the extent that they have been agreed in an Order or Agreement, with reference to the specific articles of these Terms and Conditions that are deviated from, and provided that they are signed by the legal representatives of both Parties.

2.2. The applicability of general terms and conditions, under whatever name, used by the Supplier is hereby explicitly rejected. The Supplier waives the applicability of any general terms and conditions used by it by merely entering into an Agreement, so that all Agreements will be exclusively subject to these Terms and Conditions.

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2.3. In the event of conflict between articles of the Terms and Conditions and of an Agreement, the latter will prevail.

2.4. If a provision in these Terms and Conditions proves to be invalid or is declared void, either wholly or in part, this will not limit the validity of the other provisions. In that case the Parties will negotiate a new provision in close consultation to replace the invalid or voided provision with one that follows as closely as possible the purport of the invalid or voided provision.

3. Agreement

3.1. A request by ELEQ is followed by an offer from the Supplier. If the Supplier's offer is followed by an Order, the Agreement will be effected as soon as ELEQ has sent the Order.

3.2. If ELEQ has sent an Order without having received an offer from the Supplier beforehand, the Supplier must confirm the Order in writing within five (5) days of it having been sent. The Agreement is effected (i) as soon as the Supplier has confirmed the Order, or (ii) as soon as the Supplier starts performing the Agreement. If the Order has not been confirmed within the period specified above, ELEQ may assume that the Supplier has tacitly accepted the Order in accordance with the Order. ELEQ reserves the right, even after the Supplier has confirmed the Order, to withdraw the Order within five (5) working days without being liable to pay any compensation or make any other payments to the Supplier.

3.3. If a Party wishes to amend the Agreement, this Party will notify the other Party thereof in writing. An amendment proposed by ELEQ will be made as soon as ELEQ has notified the Supplier of the amendment, unless the Supplier objects to it in writing within five (5) days of the amendment having been sent, stating reasons. An amendment proposed by the Supplier will only become binding if and to the extent that ELEQ has confirmed it in writing.

3.4. Except with the explicit prior written permission of ELEQ, the Supplier will not be authorized to outsource all or part of the work to third parties, whether or not by subcontracting. If the Supplier engages third parties after having obtained ELEQ’s permission to that effect, the Supplier will remain fully responsible for the performance of the Agreement. Acts and shortcomings of third parties engaged or their staff will be regarded as acts and shortcomings of the Supplier itself. ELEQ will ensure that the third parties engaged will in any case be subject to the obligations applicable to the Supplier under these Terms and Conditions.

4. Prices and payment

4.1. The Supplier will deliver, rent out or store the Goods and/or provide the Services at the rates specified in the Agreement. The rates are fixed for the duration of the Agreement, excluding VAT, including all other taxes, duties, import and export levies and fees, and including all other costs (loading, transport, unloading, insurance etc.). Any additional costs not explicitly accepted in writing by ELEQ in advance will not be reimbursed.

4.2. Goods delivered will be invoiced after delivery. Goods rented out and/or stored and Services provided will be invoiced monthly in arrears. Invoices must be sent within three (3) months of the performance having been delivered.

4.3. In so far as Services are provided or Goods are rented out or stored on payment for hours worked and/or costs incurred, the Supplier will keep detailed records of all hours worked, including a description, and all costs and expenses incurred. All invoices must be accompanied by such a specification.

4.4. Invoices will be paid within forty-five days of their receipt, provided that the Goods delivered or Services provided have been received and approved and that ELEQ has received all associated documentation.

4.5. Payment by ELEQ does not constitute in any way a waiver of any rights or an approval of the performance.

4.6. ELEQ is authorized to suspend payment of an invoice or part thereof if (i) ELEQ believes that the Goods delivered or Services provided do not or not fully meet the Agreement and/or if the Supplier fails in the performance of the Agreement in any other way, or (ii) ELEQ has reasonable doubt as to the correctness of the relevant invoice.

4.7. The Supplier will not be entitled to suspend its obligations if ELEQ does not pay all or part of an invoice on the grounds of Article 4.6. ELEQ has the right to set off any payments owed to the Supplier against any claims ELEQ has against the Supplier.

5. Delivery

5.1. Goods will be delivered and unloaded at the site specified by ELEQ in the Agreement, DPU in accordance with Incoterms 2020. The Supplier is not entitled to make any partial deliveries. The time of delivery of the Goods is the moment that ELEQ receives the Goods. Acceptance of the Goods does not constitute acknowledgement of the soundness of the Goods.

5.2. The Goods will be delivered in proper packaging, which must in any case be suitable for the manner of transport, handling and storage of the Goods concerned. The costs of the required packaging are included in the price. Special and/or costly packaging materials will be taken back by the Supplier on reimbursement of the costs passed on to ELEQ. Such costs may only be passed on to ELEQ following written permission.

5.3. The Supplier will arrange for the transport and bear the associated costs. The Supplier is liable for damage to or loss of Goods caused during loading, transport and/or unloading, as well as for damage due to inadequate or insufficient packaging. The Supplier is obliged to take out adequate insurance against risks during transport.

5.4. The Goods must be delivered together with (i) all documents reasonably required for the installation, maintenance and use of the Goods, such as user and instruction manuals, as well as all warranty certificates, quality marks and certificates, and (ii) all parts, auxiliary materials, accessories, tools and spare parts that are necessary for the use intended by ELEQ, or which the Supplier must reasonably assume are necessary in view of the purpose stated in the Agreement, even if these items are not explicitly stated in the Agreement.

5.5. The Supplier guarantees that it will deliver the Goods and/or Services without delay on the date or within the period specified in the Agreement, and at the agreed location. As soon as the Supplier knows or ought to know that provision of the Services or delivery of the Goods will not take place or will not take place on time, in full or properly, it must immediately notify ELEQ thereof in writing, stating the reasons of the delay, the expected duration of the delay and the measures taken or to be taken by the Supplier to prevent any further delay. The aforementioned notification does not affect ELEQ's rights as provided for in Article 5.6.

5.6. The delivery times or periods stated by the Supplier are fixed. The Supplier will be in default by operation of law when the agreed delivery period or date has expired. In that case ELEQ will have the right to:

5.6.1. charge the Supplier a default penalty of 1% of the total value of the Agreement for each day (or part of a day) that the agreed period is exceeded, with a maximum of 40% of the total value of the Agreement; and/or

5.6.2. terminate the Agreement without judicial intervention by means of a written statement; and/or

5.6.3. claim compensation for all loss and costs incurred due to the late delivery, in so far as this amount exceeds the penalty amount referred to in Article 5.6.1.

6. Warranty

6.1. The Supplier warrants that the Goods delivered or the Services provided (i) comply and continue to comply with the Agreement and its requirements, (ii) are suitable for their purpose and ELEQ's purpose and can be used or processed as such, (iii) are of good and consistent quality, (iv) have been manufactured with new, high-quality materials and to a high standard, (v) are free from defects in design, construction, finish and specifications, (vi) are free from errors and defects in nature, composition and content, (vii) are not encumbered in any way with third-party rights, including rights of pledge and retention, and (viii) comply with the applicable laws and regulations in the country where the Services are provided or the Goods are delivered, as well as the country for which they are intended. The warranty also applies to ELEQ's customers, and they may invoke this warranty directly against the Supplier. The Supplier warrants that it acts with due observance of all applicable national and international laws and regulations, standards and norms, guidelines and codes in connection with the performance of the Agreement.

6.2. The Supplier warrants that the Goods and Services will be free from all defects during a period of at least twenty-four (24) months, unless an offer, the Agreement or another document of the Supplier specifies a longer period, in which case this longer period will apply.

6.3. The warranty period referred to in Article 6.2 will be extended by the period that the Goods or Services could not be used or could not be used in full or properly as a result of a shortcoming as referred to in Article 6.1 or 6.2.

6.4. If ELEQ invokes Article 6.1 or 6.2, ELEQ will be entitled, entirely at its discretion:

6.4.1. to return the Goods at the Supplier's risk and expense; and/or

6.4.2. to have the Goods repaired and/or Services remedied, or redelivered and/or reperformed by the Supplier, or by a third party if following consultation with the Supplier it may reasonably be assumed that the Supplier will not be able to comply with its obligations or will not be able to do so in time or in full, all entirely at the expense of the Supplier; and/or

6.4.3. to terminate all or part of the Agreement with immediate effect and claim alternative compensation.

7. Transfer of title

7.1. ELEQ will acquire ownership of all the Goods and the results and materials that form part of the Services at the time of delivery to ELEQ at the location stated in the Agreement.

7.2. If the Agreement provides for an advance payment for Goods, ownership of the Goods will pass in full to ELEQ after this payment has been made. The raw materials, components and semi-finished products intended for the production/manufacture of the Goods, as well as the finished Goods, will be marked by the Supplier as property of ELEQ and the Supplier will store

these in an identifiable manner. The risk of such Goods will be borne by the Supplier up to the moment of delivery.

8. Liability

8.1. The Supplier is liable for all damage, loss and costs incurred by ELEQ and/or third parties due to failure in the performance of the Agreement and/or due to acts or omissions on the part of the Supplier, its staff or third parties engaged by it. The Supplier indemnifies ELEQ against all third-party claims in this respect.

8.2. ELEQ is not liable for damage or loss, through whatever cause, except in so far as this damage or loss is caused by intent or gross negligence on the part of ELEQ.

8.3. The Supplier is fully liable for the correct and timely payment of all taxes and levies payable in connection with the performance of the Agreement and indemnifies ELEQ against all claims and payments relating to the Supplier's obligations with respect to taxes, contributions and any third-party claims, including claims in connection with the Supplier's obligations as an employer arising from tax and social security legislation to pay taxes and contributions.

8.4. The Supplier will take out and maintain adequate liability insurance at its own expense, sufficient to cover the risks of the Agreement and its performance. The Supplier will provide ELEQ with any insurance certificates requested by it.

9. Force majeure

9.1. A Party will not be liable for a failure in the performance of an Agreement if and to the extent that this failure is due to a cause that is beyond the control of the Party concerned, the Party concerned could reasonably not have taken any measures to prevent it, and this cause is not attributable to this Party. The Party invoking force majeure must inform the other Party thereof in writing within five (5) days of the force majeure arising and submit supporting documents, failing which force majeure may no longer be invoked. If a force majeure situation continues for longer than thirty (30) days, each Party will be entitled to terminate all or part of the Agreement. Force majeure will in any case not include delays in transport, failure or unsuitability of materials or facilities at the Supplier or in its supply chain, failure of third parties engaged by the Supplier, strikes, lack or illness of staff, or liquidity or solvency problems at the Supplier and third parties engaged by it.

10. Nondisclosure and personal data

10.1. The Supplier, its staff and/or any third parties engaged by it are obliged to observe strict confidentiality with respect to all information concerning the Agreement (including the results from the Agreement), ELEQ and its business contacts, including all company information and other details provided by ELEQ or obtained in any way via or relating to ELEQ, unless ELEQ has given its explicit written permission for disclosure of this information or the Supplier is obliged to disclose this information under a statutory obligation.

10.2. Within the scope of the Agreement the Supplier will take all possible precautions to protect ELEQ's interests. The Supplier or its staff will sign a separate non-disclosure agreement at ELEQ's request. The obligation to observe confidentiality will remain in full force even after the Agreement has ended.

10.3. Without ELEQ's prior written permission the Supplier is not permitted to give any form of publicity to the performance of the Agreement or to maintain contact with customers of ELEQ as regards an Agreement.

10.4. The Supplier undertakes to comply with the minimum information security requirements defined by ELEQ.

10.5. If the Supplier processes personal data in the performance of the Agreement, the Supplier warrants that it will comply at all times with the General Data Protection Regulation. The Parties will conclude a processing agreement at ELEQ's request.

11. Ownership and intellectual property

11.1. All information provided to the Supplier, including specifications and materials, will remain the property of ELEQ. Such information must be deleted or returned to ELEQ at its request.

11.2. Without ELEQ's prior written permission the Supplier is not permitted to use or refer to any of ELEQ's intellectual property rights. Authorized use must take place in accordance with the instructions and for the designated purposes.

11.3. The Supplier warrants that the use of the Goods delivered and/or Services provided will not infringe any third-party intellectual or industrial property rights. If and to the extent that any third-party intellectual or industrial property rights exist with respect to the Goods and/or Services, the Supplier will ensure that ELEQ will be given a full right of use that cannot be withdrawn and that is free of charge.

11.4. The Supplier indemnifies ELEQ against third-party claims arising from or relating to any infringement of the rights referred to above and will compensate ELEQ for any and all resulting loss and costs.

11.5. The Parties will at all times retain ownership of all intellectual or industrial property rights that existed prior to the conclusion of the Agreement and were vested in the Party concerned.

11.6. If and to the extent that any intellectual property rights arise in the performance of the Agreement, these will be fully vested in ELEQ. At ELEQ's request the Supplier will do everything, at no charge, that is reasonably required to transfer the intellectual property rights to ELEQ in so far as these rights have not been transferred to ELEQ by operation of law on the basis of this article. The Supplier is not permitted, whether or not by engaging third parties, to reproduce, disclose or exploit, outside the scope of the Agreement, the Goods and/or Services that are subject to intellectual or industrial property rights vested in ELEQ.

12. Termination and suspension

12.1. ELEQ will be authorized, at its discretion, to suspend or terminate all or part of the Agreement with immediate effect by means of a written notification to the Supplier, without further notice and without being obliged to pay any compensation, in the event of:

12.1.1. suspension of payments or bankruptcy of the Supplier or an application or petition to that effect;

12.1.2. the Supplier being placed under guardianship or administration;

12.1.3. sale or dissolution of the Supplier's business;

12.1.4. withdrawal of permits for the Supplier necessary to perform the Agreement;

12.1.5. attachment on the Supplier's assets or a major part of its business capital or on Goods intended for the performance of the Agreement;

12.1.6. the Supplier's failure to comply with all or some of the obligations under the Agreement and if this failure is of such severity that, according to the standards of reasonableness and fairness, continuation of the Agreement can no longer be expected, or the occurrence of other circumstances the nature of which is such that unaltered maintenance of the Agreement cannot be expected.

12.2. A termination as referred to in Article 12.1 will not affect any other rights vested in ELEQ under the Agreement or by law, including ELEQ's right to compensation.

12.3. All claims ELEQ has against the Supplier in the event of termination in accordance with this article will become immediately due and payable in full on termination.

12.4. Termination of the Agreement on whatever ground will not affect the rights or obligations that explicitly or by their nature or content create continuing obligations, such as declarations, warranties, nondisclosure obligations, intellectual property rights and rights and obligations that have arisen during the term of the Agreement.

13. Code of Conduct

13.1. The Supplier must conform to ELEQ's Code of Conduct and the norms, values and rules of conduct contained therein. The Supplier confirms that it has received ELEQ's Code of Conduct.

13.2. If ELEQ establishes on the basis of an investigation that the Supplier has acted contrary to the Code of Conduct, ELEQ will notify the Supplier thereof in writing and will state which changes must be made in order to act in accordance with the Code of Conduct, within a period of time to be determined by agreement.

13.3. In the event of failure to comply with or observe the Code of Conduct, ELEQ will be entitled to terminate the Agreement with immediate effect. In that case the Supplier will not be entitled to any form of compensation.

14. General

14.1. Without ELEQ's prior permission the Supplier is not permitted to transfer, dispose of or encumber the rights and/or obligations arising from the Agreement. ELEQ may attach conditions to this permission. Such permission does not release the Supplier from its liability to comply with its obligations.

14.2. ELEQ is entitled to transfer all or part of this Agreement to a legal entity affiliated to it or to one of its customers without requiring the Supplier's prior permission. If ELEQ wishes to exercise this provision, it will inform the Supplier accordingly.

14.3. If a Party fails at any time to exercise any right or power under an Agreement, these Terms and Conditions or the law, this may not be construed as a waiver of that right, nor will such failure limit the ability to exercise that right at a later date. Such right will remain in force, unless explicitly and unequivocally waived in writing by the Party concerned.

14.4. Nothing in the Agreement will be deemed to create an agency, partnership, joint venture or employment relationship between the Parties.

15. Applicable law and competent court

15.1. These Terms and Conditions, all Agreements and all legal relationships between ELEQ and the Supplier are exclusively governed by Dutch law. The applicability of the United Nations

Convention on Contracts for the International Sale of Goods is explicitly excluded, as are the rules on conflicting rights.

15.2. All disputes between ELEQ and the Supplier will be submitted exclusively to the Court of Overijssel, Zwolle location. Pending a dispute, neither Party will be released from its obligations under the Agreement, with the exception of those obligations directly related to the dispute.

Chapter 2 – Conditions applicable to Services

Without prejudice to the conditions in Chapter 1, the conditions in this Chapter 2 will apply if the Agreement also includes the provision of Services.

16. Agreement relating to Services

16.1. If and to the extent that the Agreement exclusively relates to the provision of Services, the Agreement will be concluded on the basis of a contract for services as referred to in Section 7:400 et seq. of the Dutch Civil Code.

16.2. The Supplier will perform the Services as it sees fit and without any supervision or guidance from ELEQ. The Supplier will be obliged, however, to comply with all directions and/or instructions regarding the result of the Services.

16.3. The Supplier guarantees ELEQ that it (i) complies with all legal obligations to withhold and pay the taxes and/or social security contributions due in relation to its Staff, and (ii) has taken out adequate and customary insurance in relation to its Staff, and (iii) in so far as applicable, complies with the collective labour agreement and/or pension schemes with respect to its Staff.

16.4. At ELEQ's request the Supplier must demonstrate that it has arranged for payment of the applicable wages and of the turnover tax, wage tax, national insurance contributions and employee insurance contributions with respect to its Staff. At ELEQ's request the Supplier must cooperate in an audit by ELEQ or by a third party designated by ELEQ, in order to check whether the Supplier complies with the applicable laws and regulations with respect to its Staff. The Supplier will fully cooperate with ELEQ in this respect.

16.5. The Supplier indemnifies ELEQ against any claims by the Tax and Customs Administration, the social insurance authorities, pension insurers and/or other parties relating to that stated in Article 16.3. The Supplier indemnifies ELEQ against any claims by Staff, including but not limited to claims stating that an employment contract exists between the person concerned and ELEQ.

16.6. ELEQ will be authorized, at its discretion, to suspend all or part of the Agreement with immediate effect, or to terminate all or part of the Agreement, without further notice of default and without being liable to pay any compensation, by means of a written notification to the Supplier, if it becomes apparent that the Supplier and/or third parties engaged by it are in default of payment of the Staff wages, turnover tax, wage tax, national insurance contributions, employee insurance contributions, insurance premiums and/or pension contributions.

16.7. ELEQ is authorized to deduct any payments of turnover tax, wage tax, national insurance contributions, employee insurance contributions and/or any interest and fines charged in that respect from the payments to the Supplier, and on behalf of the Supplier to make these payments direct to the Tax and Customs Administration and/or administration agencies or pay these amounts into a G-account. In such cases, by making these payments ELEQ will be granted discharge by the Supplier for these amounts.'

17. Services and Resources

17.1. In addition to Articles 6.1, the Supplier guarantees with regard to the Services that they will be performed (i) with such a degree of competence, care and workmanship as may reasonably be

expected, (ii) using proper, sound, well-maintained materials that bear the necessary and valid quality marks, (iii) by Staff who have been properly trained and possess the necessary qualities, expertise and experience, and (iv) in a safe, healthy and environmentally responsible manner.

17.2. If the Services are performed at the sites of ELEQ and/or customers of ELEQ, the Supplier guarantees that (i) its Staff will comply and act in accordance with the company rules and rules of decency applicable at the site, including the Code of Conduct of ELEQ, (ii) nuisance to third parties at the sites will be kept to a minimum, (iii) permission will be requested before items are moved (in so far as not forming part of the Services), this will be done with care, and the items will be returned to their original location, (iv) items belonging to ELEQ and/or its customers will remain clean and will not be damaged, (v) the necessary measures will be taken to ensure the safety of the Staff and passers-by, (vi) the Services will be performed within the normal working hours applicable at the site, and (vii) only Resources approved by ELEQ and/or the customer will be used.

17.3. The Supplier itself is responsible for the Resources required to perform the Services.

17.4. Resources made available by ELEQ or purchased and/or manufactured at its expense will remain ELEQ's property or will become its property at the moment of purchase or manufacture. Modifications to such Resources or using such Resources outside of the Agreement will only be permitted following ELEQ's prior written permission.

18. Staff

18.1. The Supplier will provide and be responsible for the Staff engaged and the Resources used to perform the Services. In performing the Services, the Supplier must observe all statutory safety, health and environmental regulations. If the Services are performed at a site of ELEQ or of one of its customers, the Supplier and its Staff must observe the safety requirements applicable at this site.

18.2. At ELEQ's request the Supplier must submit the required personal and other data with respect to its Staff, including a certificate of conduct, diplomas, references etc. The Supplier will comply with, and will confirm that it complies with, its obligation to verify, retain and take care of the Staff's identity documents, and with its obligations under the Labour Market Fraud (Bogus Schemes) Act (Wet aanpak schijnconstructies), Foreign Nationals (Employment) Act (Wet arbeid vreemdelingen) and the Employment Conditions (Posted Workers in the European Union) Act (Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie), if and in so far as applicable.

18.3. If the Staff include one or more self-employed persons (ZZP'ers), at ELEQ's request the Supplier must provide copies of the documents demonstrating the nature of the agreement between the Supplier and the self-employed person.

18.4. The Supplier will ensure that ELEQ can check the identity of the members of Staff prior to performing the Services. The Supplier will also ensure that the members of Staff will at all times be able to provide proof of identity when performing the Services.

18.5. ELEQ will be entitled to refuse members of Staff and to deny them access to the sites of ELEQ and/or customers of ELEQ if the provisions of Article 18.2 and/or 18.3 are not met, or if ELEQ otherwise believes that members of Staff are insufficiently qualified. In such case the Supplier

must replace the relevant members of Staff immediately by members of Staff that are qualified and comply with all other requirements in this article.

18.6. The Supplier indemnifies ELEQ against all claims, loss, costs, fines, etc. arising from the Supplier's or Staff's failure to comply with the provisions of the Labour Market Fraud (Bogus Schemes) Act, Foreign Nationals (Employment) Act, the Employment Conditions (Posted Workers in the European Union) Act and other laws and regulations with respect to engaging Staff.