

GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase consist of two parts:

- A. General part– Article 1 through Article 24.
- B. Special part – Article 25 through Article 29.

A. GENERAL PART

1. DEFINITIONS

In these Terms and Conditions of Purchase, the terms and expressions used below are defined as follows:

- *Elinex Power Solutions B.V.*: user of these Terms and Conditions of Purchase;
- *supplier*: Elinex's other party with whom it concludes or intends to conclude a contract;
- *agreement*: the agreements, including these Terms and Conditions of Purchase, between Elinex and the supplier concerning the supply of items and/or services;
- *delivery*: placing one or more items in the possession of or under the control of Elinex and the possible installation/assembly of these items;
- *items*: material objects to be supplied;
- *parties*: Elinex and the supplier.

2. APPLICABILITY

- a. These Terms and Conditions of Purchase apply to all applications, offers, orders and agreements. Elinex explicitly rejects the applicability of terms and conditions of purchase and delivery, as well as payment and other conditions of the supplier.
- b. Deviations from these Terms and Conditions of Purchase only come about in so far as they have been expressly agreed in writing between the parties. Deviations from one or more specific articles of these Terms and Conditions of Purchase do not affect the validity of the remaining articles.
- c. In the case of conflict between any separate agreement between the parties and these Terms and Conditions of Purchase, the former will prevail.
- d. Inconsistencies between the agreement and the documents relating to the agreement, such as drawings, models and specifications, will be notified to Elinex by the supplier as soon as possible after the assignment is given. If the supplier fails to do so, any inconsistencies will be interpreted in Elinex's favour.
- e. If the Dutch text of these Terms and Conditions of Purchase differs from a translation in another language, the Dutch text will be binding.
- f. If any provision of these Terms and Conditions of Purchase is void or voidable, the remaining provisions will remain in full force. In that case, the parties will agree on a new provision that replaces the void or voidable provision and that corresponds as closely as possible to the purpose and scope of the original provision.
- g. The supplier will be given a written notice of any revisions to the Terms and Conditions of Purchase. With effect from this notice, the revised Terms and Conditions of Purchase will apply.

3. QUOTATIONS, OFFERS AND ORDER CONFIRMATIONS

- a. Each quotation and offer by the supplier is irrevocable, unless it becomes unambiguously clear from the quotation or offer that it is without obligation until Elinex accepts the quotation or offer in writing or sends a written confirmation.

- b. An agreement between the supplier and Elinex will not be concluded until Elinex has sent the supplier a written confirmation. All acts performed by the supplier prior to this will be at the expense and risk of the supplier.
- c. The costs of preparing quotations and offers and required site inspections will be borne by the supplier.
- d. Order confirmations must be sent to inkoop@elinex.com. Purchase orders of Elinex must be confirmed unchanged by the supplier within two days and must be accompanied by the price and delivery time approved by Elinex.

4. CHANGES

- a. Elinex is at all times authorised to change the scope and/or the quality of the items to be delivered in consultation with the supplier. Changes will be agreed in writing.
- b. If, in the supplier's opinion, a change will impact the fixed price and/or delivery time agreed, it will be obliged, before implementing the change, to inform Elinex of this in writing as soon as possible, but in any case by no later than within two working days after the requested change was communicated. If Elinex is of the opinion that this impact on the price and/or delivery time is unreasonable, the parties will enter into consultations about this.

5. TRANSFER OF OBLIGATIONS

- a. The supplier may only transfer an obligation under the agreement to a third party with Elinex's prior written permission. This permission may be subject to reasonable conditions.
- b. If Elinex grants permission, this will not release the supplier from any obligations or liability under the agreement. The supplier will fully indemnify Elinex against any claims of third parties from which the supplier purchases items or services and will reimburse all payments made by Elinex to a third party or third parties, including interest and costs.
- c. If the supplier uses the services of third parties as subcontractor, supplier or otherwise in the execution of an order, the supplier will ensure that these third parties are also bound by these Terms and Conditions of Purchase, with the exclusion of any general conditions of these third parties.
- d. In cases where all or part of the obligations of the agreement have been transferred to a third party, the supplier will be obliged to report to Elinex which securities have been provided for the payment of VAT, wage tax and social security contributions, which are prescribed by law for employers.
- e. Elinex has the right to partially or fully transfer the rights and obligations under the agreement to a third party, provided that the transfer is effected within the group of Elinex. The supplier will fully cooperate with this transfer immediately on request.

6. PRICE AND PRICE REVISION, INCLUDING CONTRACT EXTRAS AND REDUCTIONS

- a. Unless expressly agreed otherwise in writing, the prices are in Euros and include all costs of delivery, including the costs of DDP delivery (Delivered Duty Paid) in accordance with the applicable Incoterms. This price does not include turnover tax. All currency risks, customs fees and import and export duties will be borne by the supplier.
- b. Prices are fixed unless the agreement specifies the circumstances which may lead to a price adjustment and the manner in which the adjustment is to be made.
- c. If and in so far as it has been agreed that the supplier may charge on price increases to Elinex, this price increase may only be charged on three months after Elinex has been notified of this increase in writing. Within the aforementioned period, Elinex has the right to immediately rescind/terminate the agreement as a result of the announced increase, without being obliged to reimburse any costs and/or pay any compensation for loss.
- d. The supplier will only be entitled to payment for contract extras if the supplier submitted a quotation to Elinex in advance and Elinex has approved that quotation in writing. The quotation

must clarify the scope of the contract extras offered, the consequences of the contract extras for the price, the performance under the agreement and the time of delivery.

e. Any contract reductions will benefit Elinex, in full and without any discount and/or set-off; the supplier will not be entitled to any reimbursement for costs or lost profits. The supplier is obliged to report any circumstances that could lead to contract reductions to Elinex and consult with Elinex about this.

7. INVOICING AND PAYMENT

a. Payment of the invoice, including VAT, will be made within 60 days of the invoice date and approval of the items and any installation/assembly thereof by Elinex.

b. Elinex is entitled to suspend the payment if it discovers a shortcoming in the items and any installation/assembly thereof.

c. Elinex has the right to reduce the amount of the invoice by amounts the supplier owes to Elinex.

d. Payment by Elinex in no way implies a waiver of rights.

e. All invoices must state the purchase order number specified by Elinex and, if necessary, supplemented by the project number.

f. All invoices must be sent electronically to the email address invoice@elinex.com.

g. The supplier's invoice must meet the requirements imposed by Dutch legislation.

h. Any failure to meet the requirements stated in the agreement or otherwise agreed and any failure to submit a complete and correct invoice in accordance with this article gives Elinex the right to suspend payment and return the invoice.

8. VAT NUMBERS

a. The parties must provide each other with their correct VAT number and inform each other immediately of any change in this number.

b. If the supplier fails to comply with the obligations referred to in the previous paragraph, the supplier will have to pay Elinex the VAT and other amounts to the extent that Elinex owes these amounts on account of non-compliance by the supplier.

9. TIME OF DELIVERY

a. The agreed time of delivery is a strict deadline. In the event of late delivery, the supplier will be in default without further notice of default being required.

b. Without prejudice to the provisions at a. of this article, the supplier must immediately notify Elinex in writing of any threat of failure to meet the delivery time, stating the reason and expected duration of the delay. This will be without prejudice to any consequences of this failure to meet the delivery time under the agreement or statutory provisions.

c. Unless otherwise agreed in writing, the supplier is not entitled to make partial deliveries.

d. If the supplier fails to comply with its delivery obligations to Elinex in good time, Elinex will have the right to have the items delivered by third parties. All costs incurred in this respect will be at the supplier's expense.

10. DELIVERY

a. Delivery takes place at the agreed place and time, in accordance with the applicable Incoterm DDP (Delivered Duty Paid).

b. Elinex has the right to postpone the delivery. In this case, the supplier will store, conserve, secure and insure the items at its own expense and ensure that they are properly packed, and stored such that they are kept separate and recognisable.

c. The supplier is responsible for the timely availability of shipment notifications, delivery notes, customs forms and the like. Delivery will take place on surrender of a packing slip. The packing note states: description of the item, number, order and purchase order number of Elinex, as well as other references and the deliveries to be made.

d. The supplier will not be entitled to suspend the delivery if Elinex fails to comply with one or more obligations.

11. FAILURE AND FORCE MAJEURE

- a. If the supplier imputably fails to perform its obligations, the supplier is in default without notice of default being required.
- b. Without prejudice to the right to compensation and the other statutory rights arising from an imputable failure to perform, Elinex is entitled to collect an immediately payable penalty of 1% of the purchase price per day as from the period that the default continues to exist. The penalty is set off against the payments owed by Elinex, regardless of whether the claim for payment has transferred to a third party.
- c. The statutory commercial interest on amounts paid in advance by Elinex will be set off against invoices payable over the period of the default.
- d. In the event of a nonattributable failure on the part of one of the parties (force majeure), the performance of the agreement will be suspended during the period of force majeure, without a party being obliged to pay compensation to the other party.
- e. The parties may only invoke force majeure in respect of each other if the party concerned notifies the other party of such an invocation in writing as soon as possible, but no later than five working days after the force majeure occurred, on submission of the necessary evidence. Force majeure on the part of the supplier will under no circumstances include: personnel shortage or illness of personnel, epidemic or pandemic, import, export or transit bans, strikes or other labour unrest, failures to perform by third parties engaged by the supplier, transit problems at the supplier or third parties engaged by the supplier, equipment failure, liquidity and/or solvency problems at the supplier or government measures affecting the supplier.
- f. If the situation of force majeure lasts longer than 14 days, the other party has the right to terminate the agreement with immediate effect and without judicial intervention being required by means of a written notification, without this leading to any right to compensation.
- g. Elinex does not owe any wages and/or other fees, nor any costs of items used or to be used by it, including equipment, tools and other resources, or any other costs or compensation for loss to or for the benefit of the supplier or its auxiliary persons, over the period that these (legal) persons are prevented from making deliveries as a result of a strike, labour unrest or other cause at Elinex or at third parties or are indirectly involved in the agreement.

12. WARRANTY

- a. The supplier guarantees that the items and any installation/assembly thereof comply with what has been agreed and that the supplier has all necessary permits and licences at its disposal.
- b. The supplier guarantees that the items are complete and ready for use and free of design, manufacturing and material faults. In order to continue to guarantee this and to prevent Elinex's emergency power solutions from failing, the supplier will be obliged to offer active maintenance for items, or components thereof, that require maintenance. Such maintenance does not fall under contract extras within the meaning of Article 6 of these Terms and Conditions of Purchase.
- c. The supplier ensures that, among other things, all parts, auxiliary materials, accessories, tools, spare parts, the latest software and firmware, operating instructions and instruction manuals necessary to achieve the purpose indicated by Elinex in writing are also delivered, even if they have not been mentioned in particular, and that these, as well as all parts, are available at all times for at least ten years after delivery and installation/assembly.
- d. The supplier guarantees that the items delivered are in accordance with the state of the art and comply with all relevant statutory provisions concerning quality, environment, safety and health, among other things. The supplier ensures that all solutions, items and/or services delivered comply with all requirements, legislation and other standards that apply in the country of delivery and/or that apply for installation/assembly. The supplier must completely familiarise itself with these requirements, legislation and other standards and perform the agreement in conformity with these.

- e. If Elinex discovers that the items delivered do not fully or partially comply with what the supplier has guaranteed in accordance with paragraphs a through d of this Article, the supplier will be in default, unless the latter is able to demonstrate that the failure cannot be attributed to it.
- f. Without prejudice to Elinex's other rights, any defects occurring during the warranty period will be remedied by the supplier immediately at Elinex's request, or the relevant items will be replaced or the supplier will immediately provide what is missing, without charging on any costs. If possible, defects will be remedied on site. At the discretion of Elinex, Elinex may also prefer that the agreement be terminated in accordance with Article 19 (Termination). Any agreed warranty period will be resumed after acceptance by Elinex of the repair, replacement or addition carried out in accordance with the provisions of this paragraph.
- g. If, after prior notification by Elinex, the supplier indicates that it will not remedy the defect, does not indicate that it will remedy the defect in a timely manner and/or has not remedied the defect within a reasonable period of time, Elinex will be entitled to remedy the defect itself or have it remedied by a third party at the supplier's risk and expense without affecting the supplier's warranty obligations.
- h. If no separate warranty period is agreed between the parties
- a warranty period of 24 months will apply for projects. Regardless of any stipulation of the manufacturer or the supplier to the contrary, the warranty period does not start until Elinex delivers the project which includes the items and/or services delivered by the supplier.
 - a warranty period of 12 months will apply to products delivered from Elinex' warehouse. Regardless of any stipulation of the manufacturer or the supplier to the contrary, the warranty period does not start until Elinex dispatches the product from its warehouse or the product has been delivered to the customer, in which regard the later moment is decisive for the start of the warranty period.
- i. Any agreed procedure or inspection before, during or after the production process does not release the supplier from its warranty obligations.
- j. Elinex or representatives appointed by it will have access to the supplier's workshops and offices at all times in order to be able to take note of the progress and quality of the items ordered. Elinex has the same right with regard to subcontractors and suppliers of the supplier.
- k. At Elinex's first request, Elinex will be given the opportunity to inspect the agreements and other documents exchanged between the supplier and its subcontractors and suppliers.

13. INSPECTION

- a. Elinex is at all times entitled to inspect the items, or to have them inspected, during production, processing and storage as well as after delivery and, if there is evidence of deviations from the agreement or purchase order, to reject delivery of the items ("rejection"). The supplier cannot derive any rights from the results of an inspection or from a failure to carry out an inspection.
- b. Immediately on demand, the supplier will allow Elinex or its representative access to the place of production, processing or storage. The supplier will cooperate with the inspection free of charge.
- c. If an inspection as referred to in this article cannot be carried out at the intended time due to the supplier's fault or if an inspection has to be repeated, the costs incurred by Elinex as a result will be borne by the supplier.
- d. In the event of rejection of the delivery, Elinex will inform the supplier of the rejection. Elinex will store the items rejected or have them stored at the supplier's expense and risk. If the items delivered are rejected, the supplier will ensure that the items delivered be remedied or replaced within five working days of being notified by Elinex. If the supplier fails to comply with this obligation within the period specified in this article, Elinex will be entitled to purchase the necessary items from a third party or to take measures itself or to have measures taken by a third party at the supplier's expense and risk.
- e. If the supplier fails to take back the rejected items delivered within five working days, Elinex will be entitled to return the items to the supplier at the latter's expense and risk, without the supplier's approval being required. If the supplier refuses to take delivery of the items, Elinex will have the right to store, sell or destroy the items at the supplier's expense and risk.

14. DOCUMENTATION

- a. Notwithstanding what Elinex has agreed with the supplier for each specific situation, the supplier will be obliged to make the accompanying documentation – in the broadest sense of the word – such as user manuals, as-built drawings, delivery documentation, quality documents and certificates of origin available to Elinex free of charge prior to or simultaneously with the delivery.
- b. Elinex is free to use this documentation, including the reproduction thereof for its own use.

15. LIABILITY

- a. The supplier is liable for any loss that may arise in connection with the performance of the obligations ensuing from the agreement.
- b. The supplier will indemnify Elinex against all financial consequences of claims by third parties which are in any way related to the performance of its obligations ensuing from the Agreement. Should Elinex nevertheless be called to account, it will have a right of recourse against the supplier for the full amount of compensation and costs paid by it.
- c. The supplier will take out and maintain insurance for its liability pursuant to the agreement and the conditions that form part thereof. The supplier is obliged to allow inspection of the relevant policy at Elinex's first request and to submit evidence that the premium owed has been paid.
- d. Elinex is not liable for any loss suffered by the supplier, unless it was caused by intent or gross negligence on the part of Elinex and/or its executive subordinates.
- e. The supplier will take measures so that Elinex cannot be held liable for an obligation imposed by the government to pay taxes and/or social security contributions in connection with payments to employees or third parties, which obligation would not normally be at Elinex's expense, and will indemnify Elinex against all claims in this respect. Should Elinex nevertheless be called to account, it will have a right of recourse against the supplier for the full amount of compensation and costs paid by it.
- f. The supplier must take out insurance against transit damage at its own expense and risk.

16. TRANSFER OF RISKS AND OWNERSHIP

- a. Ownership of the items will transfer to Elinex after they have been delivered and, if necessary, assembled or installed, unless the items are rejected by Elinex on or after delivery pursuant to Article 13 (Inspection). The supplier guarantees that the unencumbered ownership of the items will transfer to Elinex on delivery.
- b. In the event that Elinex makes materials such as raw materials, auxiliary materials, tools, drawings, specifications and software available to the supplier for the performance of its obligations, these will remain the property of Elinex. The supplier will keep these materials separate from objects belonging to itself or third parties. The supplier will mark them as the property of Elinex.
- c. When materials, such as raw materials, auxiliary materials, and software from Elinex are processed in items of the supplier, this means that a new item is created which is owned by Elinex.
- d. The risk of the items will transfer to Elinex upon delivery and subsequent approval of the items.
- e. If a shortcoming is established in the delivery, which implies a general rejection, the ownership of the items will transfer back to the supplier as from receipt of the notification thereof. If the supplier has not collected the delivered items from Elinex within 5 working days of receipt of the notification, the latter may return the delivered items to the supplier at the supplier's expense and risk.

17. CONFIDENTIALITY AND PROHIBITION ON DISCLOSURE

- a. The supplier will observe confidentiality with regard to the existence, nature and content of the agreement as well as other confidential (business) information – including but not limited to information about products and results of business activities – and will not disclose anything in this respect without Elinex's prior written permission. Elinex will at all times remain the exclusive owner

of this confidential information and the supplier will not use this confidential information for purposes other than the execution of the agreement.

b. If the provisions from paragraph a. of this Article are violated, Elinex will be entitled to unilaterally terminate the agreement in whole or in part without notice of default and judicial intervention being required, without prejudice to the provisions from paragraph c. of this article.

c. If the supplier acts in violation of one of the obligations from paragraph a. the supplier will incur an immediately due and payable penalty of EUR 50.000,00 and an immediately due and payable penalty of EUR 1.000,00 per day for every day that the violation continues, without prejudice to Elinex's right to recover the actual loss from the supplier.

d. The penalty clauses of Article 17(c) will not affect Elinex's right to compensation for the loss suffered by Elinex as a result of a violation of the provisions at a. of this Article.

e. The Supplier is obliged to impose the same obligations as referred to in this article on its employees and on all third parties used by the supplier in the execution of the agreement. The supplier must guarantee to Elinex that these employees/third parties do not violate this obligation of confidentiality.

18. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

a. The supplier guarantees the free and undisturbed use by Elinex of the items delivered. The supplier will indemnify Elinex against the financial consequences of claims by third parties on account of infringement of their intellectual and industrial property rights. Should Elinex nevertheless be called to account, it will have a right of recourse against the supplier for the full amount of compensation paid by it, including interest and costs.

b. For the purposes of this Article, the "Intellectual Property of Elinex" is taken to mean items, information, concepts, work reports and other process forms, drawings, software or any other item or items whatsoever that is or are the subject of an intellectual property right of Elinex. The supplier will under no circumstances acquire any rights in respect of the Intellectual Property of Elinex, made available by Elinex during the execution of the agreement. The supplier will manage each Intellectual Property of Elinex at its own expense and risk and, if applicable, maintain it in good condition. The supplier will not make use of Elinex's Intellectual Property or allow third parties to use it, unless the supplier has been authorised to do so by Elinex in writing. If the supplier acts in violation of one of the obligations from paragraph a. the supplier will incur an immediately due and payable penalty of EUR 50.000,00 and an immediately due and payable penalty of EUR 1.000,00 per day for every day that the violation continues, without prejudice to Elinex's right to recover the damage actually suffered from the supplier.

c. All information relating to the Intellectual Property of Elinex is confidential information within the meaning of Article 17 (Confidentiality and prohibition on disclosure).

d. If the supplier develops items for Elinex for the purpose of the agreement, intellectual property rights that are invoked or arise will accrue exclusively to Elinex. A fee for this will be deemed to be included in the agreed price of the items. In so far as necessary, the supplier will fully cooperate with the establishment for the benefit of and/or transfer of such rights to Elinex.

19. TERMINATION

a. Elinex has the right to fully or partially suspend the performance of its obligations under the agreement or to terminate the agreement in whole or in part with immediate effect by means of a written notice and without Elinex being obliged to pay any compensation in the event that:

- the supplier fails to pay a payable amount, in full and/or on time, or if the supplier fails to meet any other obligation arising from an agreement, in full and/or on time.
- suspension of payments and/or provisional suspension of payments is granted;
- the supplier files for bankruptcy or is declared bankrupt;
- the supplier has applied for debt rescheduling under the Dutch Debt Restructuring (Natural Persons) Act (Wet schuldsanering natuurlijke personen);

- the supplier is placed under guardianship or an administrator is appointed on the part of the supplier;
- the supplier's company is wound up or taken over;
- the supplier discontinues its current business;
- a significant portion of the supplier's assets are seized;
- the shares in or the assets of the supplier's company are transferred to a third party;
- the supplier must for any other reason be deemed unable to fulfil the obligations under the agreement;
- the supplier's licence is withdrawn, which licence is required for the execution of the agreement.

b. Any claims that Elinex has or will have on the supplier on termination will be immediately due and payable, without prior notice of default being required.

c. Without prejudice to any other rights, Elinex may terminate the agreement in whole or in part if any benefit has been or is offered or provided by the supplier or one of its subordinates or representatives to a person who is part of Elinex's business or to one of its subordinates or representatives, without prejudice to the provisions of Article 21 (anti-bribery and anti-corruption).

d. Termination will take place by means of a registered letter or bailiff's notification to the supplier.

e. In the event of termination, Elinex has the right to compensation for any material and immaterial damage, including consequential loss and interest. The immaterial damage is set at least at 6% of the amount of the delivery including turnover tax. The interest equals the statutory commercial interest.

20. ORDER, SAFETY AND ENVIRONMENT

a. The supplier and its employees as well as third parties engaged by it are obliged to observe statutory safety, health and environmental regulations.

b. Company rules and regulations in the field of safety, health and the environment of Elinex, if any, must be followed. A copy of these rules and regulations will be available to the supplier free of charge immediately on request.

c. The supplier is liable for damage resulting from non-compliance with this provision. In addition, in the case of non-compliance with this provision, Elinex will be entitled to terminate the agreement with immediate effect in accordance with the provisions of article 19 (Termination), without a prior notice of default being required. Elinex is not liable for any damage resulting from this early termination of the agreement.

d. The supplier guarantees that the delivery complies with all statutory requirements in the context of order, safety and environment.

21. ANTI-BRIBERY AND ANTI-CORRUPTION

a. The supplier declares and guarantees that it is aware of and complies with all applicable laws, articles of association, regulations and Elinex's anti-bribery and anti-corruption policy (hereinafter referred to as: the anti-bribery laws) and will not engage in any activities, practices or conduct that is punishable under any of the anti-bribery laws.

b. During the term of the agreement, the supplier agrees to notify Elinex immediately in writing if it becomes aware of a violation of any of the anti-bribery laws.

c. The supplier must ensure that a person or entity affiliated to it which supplies services or items in connection with this agreement does so only on the basis of a written agreement which imposes on that person or entity conditions equivalent to those set out in this Article. Any violation of this Article will be considered a material breach of the agreement entitling Elinex to terminate the agreement immediately in accordance with the provisions of Article 19 (Termination).

22. CORPORATE SOCIAL RESPONSIBILITY (CSR)

a. The supplier will, in the broadest sense, bear in mind the importance of safety, health, respect, quality and planning with regard to all aspects of the agreement and its actions.

- b. The supplier is expected to act in a customer-oriented, socially responsible, ethically correct, transparent and reliable manner.
- c. In addition to compliance with applicable laws and regulations, Elinex requires integrity, transparency and reliability in all aspects of its suppliers, both national and international, as Elinex also expects within its own company.
- d. Elinex expects its suppliers to act in a diligent, fair, honest, transparent and reliable manner towards their stakeholders, including the persons, organisations and legal entities involved in, having an interest in or being influenced by their activities, both nationally and internationally.
- e. The supplier must refrain from performing acts, including omissions, that are contrary to European and Dutch competition law.
- f. The supplier will respect the protection of internationally proclaimed human rights, as described in the United Nations Universal Declaration of Human Rights, and comply with all national and international anti-discriminatory provisions, as included in national and international laws and regulations, including in treaties.
- g. The Supplier will respect the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, including the exclusion of forced labour and child labour.
- h. In the execution of the agreement, the supplier will comply with the applicable general safety laws and regulations and the H&S plan applicable to the work, while retaining its own responsibility and striving for zero accidents.
- i. The supplier will respect the environment and its responsibilities with regard to the environment. The supplier will comply with all environmental laws and regulations and take measures to prevent unlawful damage to the environment.
- j. To the extent applicable, the supplier will take stock of its technical innovations relating to the environment and assess them for suitability for use in the production process in an effort to continuously improve its sustainability.
- k. The supplier must organise the waste flows in such a way that they are aimed as much as possible at re-use and as much relief as possible for the environment.
- l. The supplier must take measures to keep the CO₂ emissions as low as reasonably possible.

23. DISPUTES

- a. Disputes between the parties, including those regarded as such by only one of the parties, will be resolved as much as possible by means of proper consultation.
- b. If the parties fail to reach a solution, the disputes will be settled by the competent court in Rotterdam, unless otherwise prescribed by mandatory law.

24. APPLICABLE LAW

- a. The agreement, of which these Terms and Conditions of Purchase form part, is exclusively subject to Dutch law. Foreign legislation and treaties such as the Vienna Convention on Contracts for the International Sale of Goods are excluded.

B. SPECIAL PART

25. GENERAL - ORDER OF PRIORITY

- a. The special part of these general terms and conditions applies in addition to the general part.
- b. In the event of a conflict between an article from the special part of these general terms and conditions and an article from the general part, the article from the special part will prevail.

26. EMPLOYER'S LIABILITY

- a. If, in the provision of its services, the supplier makes use of its own employees, or workers hired in any way, irrespective of whether they are employed or self-employed, the supplier will guarantee

that it is adequately insured with regard to liability pursuant to Article 7:658 of the Dutch Civil Code (employer's liability).

b. The supplier will indemnify Elinex against all claims by virtue of employer's liability or related claims by the aforementioned workers, their employers and/or insurers and will compensate Elinex on demand, also with regard to interest, the costs of legal assistance and/or experts engaged.

27. VICARIOUS TAX LIABILITY

a. The supplier guarantees that it will comply with all applicable laws and regulations and any applicable CLAs and that it will subject all workers to it in full.

b. The supplier guarantees that the applicable terms and conditions of employment have been recorded in a clear manner.

c. The supplier guarantees that, on request, it will provide competent authorities access to these agreements relating to employment law and the supplier will cooperate in checks, audits and similar investigations. On request, the supplier will provide Elinex access to these agreements relating to employment law if Elinex deems this necessary in connection with preventing or dealing with a payroll claim concerning work performed for the benefit of Elinex.

d. The supplier undertakes to impose the obligations referred to under c in full on any parties engaged by it, and, in addition, to stipulate that these parties in turn impose the obligations referred to under c in full on any parties engaged by them.

e. If a worker informs Elinex about underpayment, Elinex will make every effort to solve these problems. This effort may consist of carrying out an audit as referred to in this article, requesting information from the supplier, requiring the supplier to comply with the contractual terms and conditions of the workforce, the fulfilment of legal obligations by the supplier and/or offering mediation in the event of disputes arising in this respect. In addition, in the event of underpayment Elinex reserves the right to terminate the agreement before the end of the term, without observing a notice period and without Elinex owing any compensation to the Supplier.

f. In the event that a worker or third party relies on Article 7:616a et seq. Dutch Civil Code in respect of Elinex and calls Elinex to account as the client for that purpose, the supplier will indemnify Elinex against any claim in this respect and will compensate Elinex on demand for such a claim and the related interest and costs to be incurred, including any legal costs to be incurred.

28. TAX LIABILITY

a. At Elinex's first request, the supplier will request a recent and original payment history report from the tax authorities and provide it to Elinex.

b. When deploying workers for Elinex, the supplier will provide Elinex with the following information per worker: name, address and place of residence details, date of birth, citizen service number, specification of the hours worked, nationality, type of identity document including number and period of validity and, if applicable, the A1 certificate, residence permit, work permit and notification in the context of cross-border services.

c. Elinex may oblige the supplier to use a G-account. If the supplier already has a G-account, Elinex reserves the right to make payment to this G-account, in part or in full.

d. If Elinex is called to account by the Tax Authorities for tax obligations of the supplier, the supplier will indemnify Elinex in this respect and will compensate Elinex at its first request for such indemnification, which compensation will also include the interest and costs related to these tax obligations, including legal costs. Elinex is also authorised to set off such tax obligations against any claim the supplier has or will have on Elinex.

29. DUTCH FOREIGN NATIONALS (EMPLOYMENT) ACT

a. The supplier guarantees that it will comply with all obligations on the basis of the Dutch Foreign Nationals (Employment) Act, as well as with all other current and future regulations concerning the deployment of foreign nationals. The supplier also guarantees that all persons and companies engaged by the supplier will comply with all these obligations. In the context of this guarantee, the



supplier will indemnify Elinex against penalties and sanctions imposed by competent authorities for failing to observe the Dutch Foreign Nationals (Employment) Act and other current and future regulations concerning the deployment of foreign nationals. Should Elinex nevertheless be called to account, Elinex will have a right of recourse against the supplier for the entire amount paid by it, including interest and costs.

b. Elinex is also authorised to set off these penalties against any claim that the supplier has or will have on Elinex.

These terms and conditions have been filed with the Rotterdam District Court under number 5/2021.