

General Purchase Terms and Conditions CERTIFER Netherlands B.V.

Version May 2026

The user of these General Delivery Terms and Conditions ("General Terms") is CERTIFER Netherlands B.V., having its registered office in Utrecht. These General Terms are available on request and are deposited at the Chamber of Commerce in Utrecht under number: 27141477.

Article 1 - Definitions

The concepts mentioned in this article are understood to have the following meaning in these General Terms and Conditions.

- CERTIFER Netherlands B.V., having its registered office in Utrecht;
- Products: all goods and/or services in the broadest sense of the word delivered to CERTIFER Netherlands B.V. by Supplier;
- Supplier: each natural person or legal entity which negotiates with CERTIFER Netherlands B.V. regarding the conclusion of an Agreement and/or concludes an Agreement with CERTIFER Netherlands B.V.;
- Agreement: every (umbrella)agreement between CERTIFER Netherlands B.V. and Supplier, every amendment or complement to that agreement and every juristic act concerning the conclusion and the execution of the Agreement;
- Order: CERTIFER Netherlands B.V.'s acceptance of the issued Offer and/or CERTIFER Netherlands B.V.'s order issued to the Supplier;
- Offer: every written offer of Supplier holding the delivery of certain Products for a certain price.

Article 2 - Applicability

- 2.1. The General Terms apply to all Offers, all Orders and all Agreements (to be) concluded between CERTIFER Netherlands B.V. and Supplier.
- 2.2. The application of general terms of Supplier and/or third parties, regardless how these general terms may be referred to, is hereby explicitly rejected.
- 2.3. Deviation from the General Terms is only possible if explicitly agreed upon in writing.
- 2.4. In case of voidness, annulment or otherwise inapplicability of (a part of) one or more provisions of the General Terms, the other provisions shall remain in full effect. As the occasion arises the Supplier and CERTIFER Netherlands B.V. shall act in accordance with the meaning of the void, annulled or inapplicable provision(s) as much as possible. The parties shall forthwith consult each other in order to complement the occurred blank.

Article 3 – Conclusion and duration of the Agreement

- 3.1. The request for an Offer by CERTIFER Netherlands B.V. is always without obligation, unless explicitly indicated otherwise by CERTIFER Netherlands B.V..
- 3.2. Offers, tenders, statements, quotations and other reports of the Supplier are deemed to be binding and non-revocable and Supplier guarantees its correctness and completeness.
- 3.3. An Agreement is concluded:
 - by the acceptance of an Offer by CERTIFER Netherlands B.V. by means of an Order, in which case the date and time of the sending of the Order is decisive; or
 - by the acceptance of an Order by Supplier or by its starting the execution of the Order;

The text of the Order is leading. In the case the Order deviates from the Offer, the Agreement is concluded in accordance with the Order, unless Supplier objects against the Order within five working days. In the case of partial acceptance of an Offer, the Agreement is

concluded for the accepted part of the Offer against a corresponding part of the price quoted.

- 3.4. In case no Agreement is concluded, CERTIFER Netherlands B.V. is never obliged to pay for any costs or expenses of Supplier. Preparatory actions or Products delivered by the Supplier before the Agreement is legally concluded, take place at the sole expense and risk of the Supplier and CERTIFER Netherlands B.V. is never obliged to pay for any costs in connection therewith.
- 3.5. Amendments to an Agreement are only valid if and in so far explicitly agreed upon in writing.
- 3.6. The carrying out and the invoicing of additional or less work and/or additional or less Products is only permitted if CERTIFER Netherlands B.V. has granted explicit approval in writing.
- 3.7. Agreements are entered into for an indefinite period of time, unless from the nature, the contents or the meaning of the Agreement arises that the Agreement is entered into for a fixed period of time. CERTIFER Netherlands B.V. is entitled to terminate every Agreement by observing a notice period of one month.
- 3.8. Supplier guarantees the correctness and completeness of data, designs, specifications, samples, documentation and other information provided, unless the incorrectness or incompleteness was evident for CERTIFER Netherlands B.V.

Article 4 – Pricing and payment

- 4.1. The prices agreed upon are fixed and cannot be revised, unless otherwise agreed upon in writing. The revision only comes into effect after three months as of the moment Supplier informed CERTIFER Netherlands B.V. accordingly in writing.
- 4.2. Prices are in Euro's and excluding turnover taxes ("VAT"). Supplier bears the exchange risk.
- 4.3. Invoices shall be send to CERTIFER Netherlands B.V. provided with the required supporting documents. Invoices shall be complete and shall mention the number of the Agreement, the creditor-number and the Order number as well as a specification of the Products delivered. Incomplete invoices may be returned to Supplier.
- 4.4. Payment of the invoice either takes place within 60 days after the delivered Products are approved by CERTIFER Netherlands B.V. in writing or within 60 days following the receipt of a complete and correct invoice, such at the sole discretion of CERTIFER Netherlands B.V..
- 4.5. (Partial) payment of an invoice by CERTIFER Netherlands B.V. never implies acknowledgement of the correct performance of Supplier, nor does it imply acknowledgement of the claim of Supplier.
- 4.6. Supplier is not allowed to send and CERTIFER Netherlands B.V. does not accept partial invoices, unless CERTIFER Netherlands B.V. has granted explicit approval of the partial delivery of the Products in writing.
- 4.7. CERTIFER Netherlands B.V. is entitled to deduct amounts from the invoiced amount and/or to set off the invoiced amount against any counterclaim it might have against Supplier.
- 4.8. Payments by CERTIFER Netherlands B.V. first serve to reduce the principal amount, then to reduce the interest that might be payable and last to reduce any other outstanding costs.
- 4.9. Notwithstanding the provisions of section 6:119a Dutch Civil Code ('Burgerlijk Wetboek') damages due to the overdue payment by CERTIFER Netherlands B.V. are calculated with due observance of the statutory interest rate of section 6:119 Dutch Civil Code.
- 4.10. Supplier renounces (in advance) its power to exercise any right of retention against CERTIFER Netherlands B.V..

Article 5 – Delivery, packaging and shipping

- 5.1. Prices are based on and the Products are delivered in

accordance with DDP (Delivered Duty Paid) as defined in the Incoterms 2010 at the location(s) indicated by CERTIFER Netherlands B.V..

- 5.2. Without prejudice to article 5.1 prices include: travel expenses from and to the location of CERTIFER Netherlands B.V., sojourn expenses, shipping expenses, packing costs, transportation expenses, costs of loading and unloading, insurance costs and all other costs, unless explicitly agreed otherwise in writing.
- 5.3. The term of delivery is a fatal term. If Supplier exceeds the term of delivery, it forfeits an immediately payable penalty for late completion of two percent of the amount of the Order (excluding VAT), with a minimum of EUR 1,000.-, without CERTIFER Netherlands B.V. being obliged to prove any damage and without prejudice to its other rights, including its right to claim performance or damages.
- 5.4. CERTIFER Netherlands B.V. shall be entitled to postpone the agreed term of delivery. In this case Supplier shall soundly pack, and recognizably and separately store, conserve and insure the Products. The costs hereof shall be at the expense of CERTIFER Netherlands B.V., provided them to be in conformity with the market.
- 5.5. In case it is foreseeable that Supplier will exceed the term of delivery, Supplier shall forthwith inform CERTIFER Netherlands B.V. accordingly stating the reasons and the expected term of the delay. In case Supplier fails to inform CERTIFER Netherlands B.V. in a timely manner, Supplier forfeits its right to invoke force majeure. The reporting of a delay does not affect CERTIFER Netherlands B.V.'s rights, including its right to dissolve the Agreement and/or to claim damages, to postpone the agreed term of delivery and/or to have the Agreement fulfilled by a third party at the expense of Supplier.
- 5.6. The Products must be packed properly. Without prejudice to article 7, Supplier is liable for any damages incurred during the transportation and/or the loading and unloading of the Products.
- 5.7. The packaging of the Products needs to contain all relevant information. In the case of partial delivery each parcel needs to indicate which Products and/or parts thereof it contains.
- 5.8. The Products need to be accompanied by all documents required for delivery, such as consignment notes, packing slips and border crossing documents, as well as all documents related to the Products such as user manuals, maintenance manuals, models, specifications and (test) certificates, which documents constitute an integral part of the Products to be delivered.
- 5.9. Packaging (material) on loan is returned at the expense and risk of Supplier. Supplier is obliged to either take back the packaging and/or waste free of charge or to bear the costs of disposal thereof by CERTIFER Netherlands B.V..

Article 6 - Ownership and (intellectual) property rights

- 6.1. The complete and unencumbered ownership and the risk of the Products transfers to CERTIFER Netherlands B.V. after the Products have been delivered to and approved by CERTIFER Netherlands B.V..
- 6.2. At first request of CERTIFER Netherlands B.V., the ownership of the Products transfers to CERTIFER Netherlands B.V. at an earlier stage.
- 6.3. Supplier guarantees that the use of the Products, including the re-selling of the Products, shall not infringe any (industrial and/or intellectual property) rights of third parties.
- 6.4. Supplier indemnifies CERTIFER Netherlands B.V. against all claims relating to the (alleged) infringement on these rights and compensates CERTIFER Netherlands B.V. for all costs and damages resulting from the infringement. Supplier shall at its own expense ensure that a right of use is established for

CERTIFER Netherlands B.V., or replace the Products in order to stop the infringement, all without prejudice to CERTIFER Netherlands B.V.'s other rights.

- 6.5. The (industrial and intellectual property) rights on, related to or in connection with to Products or the methods or techniques which have been developed, manufactured, designed, delivered or disposed, including but not limited to the Products, information, models, concepts, tools, documents, drawings, tooling, auxiliary products, knowhow, materials, sources and customized equipment and software in connection with the Agreement belong exclusively to CERTIFER Netherlands B.V..
- 6.6. Supplier undertakes (in advance) to transfer any (industrial and/or intellectual) property rights and/or (auxiliary) Products it might have acquired within the scope of the Agreement to CERTIFER Netherlands B.V. by the end of that Agreement.

Article 7 – Liability and indemnity

- 7.1. Supplier shall be liable for all direct and indirect damages of any nature suffered by CERTIFER Netherlands B.V. or a third party due to:
 - a default as referred to in article 8.1;
 - non fulfillment or late fulfillment of any obligation arising from law, the Agreement or the General Terms;
 - the incorrectness or incompleteness of information provided by the Supplier;
 - acts or omissions of the Supplier, its employees and/or third parties it has involved with the fulfillment of the Agreement.
- 7.2. Supplier indemnifies CERTIFER Netherlands B.V. for all claims of third parties pursuant to a liability as referred to in article 7.1 and Supplier shall fully compensate CERTIFER Netherlands B.V. for these claims. For the purposes of this article third parties shall include employees and other staff of CERTIFER Netherlands B.V..
- 7.3. Supplier guarantees that it is sufficiently insured against statutory and contractual liability and that it has paid all insurance premiums and shall pay all insurance premiums during the Agreement. At the first request of CERTIFER Netherlands B.V. the Supplier shall provide CERTIFER Netherlands B.V. with a copy of its insurance policy and proofs of payment.
- 7.4. The following situations shall never be considered a ground for force majeure of Supplier: strikes or other (whole or partial) company breakdowns (due to whatever circumstances, including but not limited to: fire, explosion, lightning and molestation) of Supplier or its supplier, transportation issues, virus attacks, (external) network issues, power failures and all comparable situations.
- 7.5. The liability of CERTIFER Netherlands B.V. against Supplier, its employees and/or third parties is limited to the amount that will be paid by CERTIFER Netherlands B.V.'s insurance company. If, for any reason, the insurance company does not grant payment, the liability of CERTIFER Netherlands B.V. is limited to a maximum of two times the amount of the Order (excluding VAT).
- 7.6. CERTIFER Netherlands B.V. cannot, under no circumstance, be held liable for consequential damages, loss of profits, indirect damages, damages suffered by third parties and/or trading loss, except in the case of gross negligence or intention.

Article 8 – Warranty and quality

- 8.1. Supplier warrants the functioning and the quality of the delivered Products for a period common in the branch concerned with a minimum of twelve months following the date of commissioning by CERTIFER Netherlands B.V.. During this period Supplier guarantees, inter alia, the Products to (be):
 - fully in accordance with the promised and agreed

- specifications and requirements;
 - appropriate for the purpose and circumstances of use by CERTIFER Netherlands B.V.;
 - comply with the highest standards of safety, quality, health and environment in the branch concerned;
 - consist of the highest quality of materials and elements;
 - manufactured with good craftsmanship;
 - comply with the highest statutory requirements and governmental regulation;
 - free of any defects.
- 8.2. CERTIFER Netherlands B.V. has the right to examine the Products, both in advance, during and after the delivery, as well as to inquire about the nature and progress of the production process of Supplier and the materials, techniques and equipment used, in the broadest sense
- of the word. Supplier shall fully cooperate with and bear the costs of such examination.
- 8.3. In case the Products do not fulfill the requirements as referred to in article 8.1;
- CERTIFER Netherlands B.V. is entitled to return the Products at costs of the Supplier;
 - CERTIFER Netherlands B.V. is entitled to demand repair or replacement of the Products by Supplier free of charge, at costs of the Supplier within a period to be determined by CERTIFER Netherlands B.V.;
 - CERTIFER Netherlands B.V. is entitled to have the Products repaired or replaced by a third party at the costs of Supplier; and/or
 - CERTIFER Netherlands B.V. is entitled to (partially) dissolve the Agreement without a notice of default and without judicial intervention, without being liable for any damages and without prejudice to its other rights.
- 8.4. For replaced or repaired (parts of) Products, a new warranty period as referred to in article 8.1 commences.
- 8.5. CERTIFER Netherlands B.V. may inform Supplier of any defect during a period of twelve weeks as of the delivery of the Products.
- 8.6. In case of defects which are not easily discovered, CERTIFER Netherlands B.V. needs to inform Supplier within twelve weeks after the discovering the defects.
- 8.7. Any rights or actions and any defenses concerning the non-conformity of the Products are prescribed by five years as of the notification of CERTIFER Netherlands B.V.. This period does not commence as long as CERTIFER Netherlands B.V. cannot enforce its rights due to the actions or omissions of Supplier.

Article 9 - Confidentiality

- 9.1. Confidential information is understood to include at least the following information: the existence of the Agreement and everything the Agreement consists of, company information about CERTIFER Netherlands B.V., information about the (business) operations and information about the working methods of CERTIFER Netherlands B.V., technical and commercial information about CERTIFER Netherlands B.V., personal details about the employees of CERTIFER Netherlands B.V. and third parties involved with CERTIFER Netherlands B.V., information that might lead to customers of CERTIFER Netherlands B.V. and models and concepts of CERTIFER Netherlands B.V..
- 9.2. Supplier guarantees that all information whereof it (reasonably) knows that it is confidential will be kept secret, both during and after the fulfillment of the Agreement and this information will only be used for the purpose of the Agreement, by Supplier itself, its employees, third parties and people involved by Supplier, and their employees and people involved. On the first request of CERTIFER Netherlands B.V. the parties referred to in this article shall individually sign a confidentiality statement drafted by CERTIFER Netherlands B.V..

- 9.3. If any of the parties referred to in article 9.2 breach the confidentiality, Supplier forfeits an immediately payable penalty EUR 25,000.- for every breach without a notice of default being required and without prejudice to CERTIFER Netherlands B.V.'s right to claim full damages.

Article 10 – Fulfillment and transfer of rights and obligations

- 10.1. Supplier is not entitled to (partially) transfer its rights and obligations arising from the Agreement to third parties without prior written consent of CERTIFER Netherlands B.V..
- 10.2. Supplier is not entitled to (partially) outsource the fulfillment of the Agreement to third parties without prior written consent of CERTIFER Netherlands B.V..
- 10.3. The consent of CERTIFER Netherlands B.V. does not release Supplier of its obligations arising from the Agreement. Supplier indemnifies CERTIFER Netherlands B.V. for claims of third parties resulting from the outsourcing of the fulfillment of the Agreement to third parties.
- 10.4. If Supplier breaches (one of the) provisions of this article, it forfeits an immediately payable penalty of EUR 25,000.- for every breach without a notice of default being required and without prejudice to CERTIFER Netherlands B.V.'s right to claim full damages.

Article 11 – Non-performance and dissolution

- 11.1. If Supplier does not, not timely or not fully fulfill (one of the) obligations arising from the Agreement or the General Terms, it is in default by operation of law.
- 11.2. In case of such default, CERTIFER Netherlands B.V. is entitled to suspend its obligations arising from the Agreement and/or to (partially) dissolve the Agreement with immediate effect without prejudice to CERTIFER Netherlands B.V.'s other rights and without CERTIFER Netherlands B.V. being liable for damages, by means of a written notice without judicial intervention or a notice of default being required.
- 11.3. In case of an attributable failure to perform, Supplier forfeits an immediately payable penalty of 2% of the amount of the Order (excluding VAT) for each working day with a minimum of EUR 1,000.-, without prejudice to CERTIFER Netherlands B.V.'s other rights, including the right to claim full damages or fulfillment.
- 11.4. All costs, both extrajudicial and judicial, incurred by CERTIFER Netherlands B.V. in connection with the enforcement of its rights vis-à-vis Supplier shall be at the expense of Supplier.
- 11.5. CERTIFER Netherlands B.V. is entitled to dissolve the Agreement with immediate effect by means of a written notification without any (further) notice of default or judicial intervention being required and without prejudice of its other rights, if Supplier:
- is ordered into bankruptcy, is admitted to the statutory debt rescheduling arrangement (“Wettelijke Schuldsanering Natuurlijke Personen”) or if either of this has been requested, assigns an estate or if an (pre-judgment or enforceable) attachment is vested on (a part of) its assets;
 - is placed under guardianship or loses its power to dispose of property;
 - discontinues, liquidates, dissolves or transfers (a part of) its business, including bringing its business into another company or changing the object of the company;
 - deceases; and/or
 - fails to (timely or partially) fulfill any statutory obligation or any obligation arising from the Agreement or the General Terms.
- 11.6. Supplier indemnifies CERTIFER Netherlands B.V. for all claims of third parties related to the dissolution of the Agreement by CERTIFER Netherlands B.V..
- 11.7. In all cases as described in this article, all the present

and future claims of CERTIFER Netherlands B.V. are immediately and fully due and payable.

Article 12 – Personnel

- 12.1. In case Supplier deploys personnel to CERTIFER Netherlands B.V., the following applies in addition to the other articles of the General Terms.
- 12.2. CERTIFER Netherlands B.V. is entitled to appoint one or more persons to maintain contact with Supplier and its personnel.
- 12.3. Prior to the carrying out of the activities, Supplier provides CERTIFER Netherlands B.V. with a copy of the valid passport of the personnel and (if applicable) a copy of the Declaration Working Relationship (“Verklaring Arbeidsrelatie, V.A.R.”)
- 12.4. Supplier is obliged to list the hours worked by its personnel in a timesheet system. An outline of the hours worked in a week will be submitted for signature with the contact as referred to in article 12.2 within five working days after that week has ended.
 - 12.5. Unless otherwise agreed upon, CERTIFER Netherlands B.V. will only remunerates worked hours on the basis of a timely submitted and signed outline of worked hours. Travelling time does not apply as worked hours and will not be remunerated. The carrying out of additional **OR less** work or overtime is only permitted with prior and explicit written permission of CERTIFER Netherlands B.V..
- 12.6. Any leaves of personnel are at the expense of Supplier. Leaves may only be permitted by Supplier in case of prior and explicit written permission of CERTIFER Netherlands B.V..
- 12.7. In derogation of article 3.7 CERTIFER Netherlands B.V. is entitled to terminate every Agreement by observing a notice term of one week.
- 12.8. Supplier guarantees to meet its obligations against the tax authorities (“Belastingdienst”) and the Institute for Employee Benefit Schemes” (“Uitvoeringsinstituut Werknemersverzekeringen”/“UWV”) both timely and strictly, including but not limited to the payment of turnover tax, income tax, social insurance contributions. Supplier indemnifies CERTIFER Netherlands B.V. for all claims to pay the taxes and contributions payable by Supplier.
- 12.9. At first request of CERTIFER Netherlands B.V., Supplier provides CERTIFER Netherlands B.V. with a declaration of the tax authorities or the Institute for Employee Benefit Schemes signed by an authorized registered accountant or certified by the issuer concerning the correct, complete and timely return and payment of the taxes and contributions as referred to in article 12.8.
- 12.10. In case CERTIFER Netherlands B.V. is (statutory) obliged to deduct any amounts or CERTIFER Netherlands B.V. is or may be held liable for payment concerning the taxes and contributions as referred to in article 12.8 or if Supplier fails to provide a declaration as referred to in article 12.9, CERTIFER Netherlands B.V. is entitled to suspend payment against Supplier and/or to deduct the amount of taxes and contributions from the invoiced amount and/or to dissolve the Agreement with immediate effect without being liable for any damages suffered by Supplier or third parties and without prejudice to CERTIFER Netherlands B.V.’s other rights.
- 12.11. CERTIFER Netherlands B.V. is entitled to pay a certain amount of its payment obligations, determined by CERTIFER Netherlands B.V., on a frozen account of Supplier.
- 12.12. In case Supplier (partially) outsources the fulfillment of the Agreement to third parties with due observance of article 10.2, it is obliged to impose the obligations arising from this Agreement and the General Terms on these third parties. The outsourcing is at the sole expense and risk of Supplier.
- 12.13. Supplier guarantees the quality, integrity, expertise

and behavior of the personnel. Supplier also guarantees that the personnel will not disturb the (business) operations of CERTIFER Netherlands B.V., that the personnel will follow the instructions of CERTIFER Netherlands B.V. and that the personnel will comply with the internal and behavioral rules of CERTIFER Netherlands B.V..

- 12.14. In case (based on the sole discretion of CERTIFER Netherlands B.V.) the personnel does not (fully) meet the requirements as referred to in article 12.13, or in case the personnel is not capable or willing to carry out the work properly or in case the confidence of CERTIFER Netherlands B.V. has been violated, CERTIFER Netherlands B.V. is entitled to a replacement of the personnel. In case Supplier does not (timely) replace the personnel, CERTIFER Netherlands B.V. is entitled to hire personnel from third parties at the expense of Supplier without prejudice to its other rights.
- 12.15. The qualifications of the replacement personnel have to at least be equal to the qualifications required for the replaced personnel.
- 12.16. In case the replacement personnel is more qualified than the replaced personnel, CERTIFER Netherlands B.V. is obliged to pay only the fees originally agreed on for the replaced personnel.
- 12.17. The costs of preparing the replacement personnel for the work are at the expense of Supplier.

Article 13 - Audit and inspection

- 13.1. Without prejudice to article 8.2 and CERTIFER Netherlands B.V.’s other rights, CERTIFER Netherlands B.V. is in case of an inspection or an audit at all times authorized to verify the nature and the manner of the progress of the production process, the deliveries and/or the execution of the Agreement and the raw materials and machines used in connection therewith, without prejudice to its other rights.
- 13.2. The Supplier shall always grant its full cooperation to an inspection or audit by or on behalf of CERTIFER Netherlands B.V.; the inspection or audit should, however, disrupt the production process as little as possible and the Supplier shall be authorized to impose additional rules on the inspection or audit without thus rendering the same impossible.
- 13.3. If the audit or the inspection is conducted by an independent body the costs of the activities of this body shall be at the expense of the Supplier in case the result of the audit is negative.

Article 14 - Closing provisions, applicable law, competent Court

- 14.1. Dutch law shall exclusively apply to the Offer, Order, General Terms, Agreement and the legal relationship between Supplier and CERTIFER Netherlands B.V.. The applicability of the Vienna Sales Convention is hereby explicitly excluded.
- 14.2. All disputes arising from the Agreement and the legal relationship between Supplier and CERTIFER Netherlands B.V. shall at first instance be exclusively submitted to the court of Midden Nederland. CERTIFER Netherlands B.V. may deviate from this competence rule and apply the statutory competence rules.
- 14.3. The translation into English of the Dutch ‘Algemene Inkoopvoorwaarden van CERTIFER Netherlands B.V.’ is for reading purposes only. In case of a dispute between the parties the Dutch version shall prevail.