

TRIOLIET B.V. PURCHASE TERMS AND CONDITIONS

The purchase terms and conditions have been deposited at the offices of the TwenteEnschede Chamber of Commerce

1. General

- a. These terms and conditions apply to all purchase agreements concluded with Trioliet B.V., hereinafter referred to as Trioliet, concerning the performance of deliveries and/or services by the supplier.
- b. Trioliet is bound by agreements that deviate from the provisions of these purchasing terms and conditions only if such deviating agreements have been expressly accepted by Trioliet in writing. We expressly reject the supplier's terms and conditions.

2. Order

- a. The purchase agreement is concluded after Trioliet has sent a written order or received written confirmation from the supplier for the order placed by Trioliet and the confirmation has been approved by Trioliet.
- b. The supplier should send a written confirmation within 14 days.
- c. Orders, changes to orders, or verbal agreements are valid only if they have been placed or confirmed in writing by the Trioliet Purchasing department.

3. Price

- a. The price stated in the order is fixed and applies to delivery in accordance with the conditions stated on the order confirmation.
- b. The prices are in euros. If they are not given in euros this must be stated in writing.
- c. Delivery DDP Hinmanweg 19, 7575 BE Oldenzaal, The Netherlands in accordance with Incoterms 2020 unless otherwise agreed in writing.
- d. Assembly and service costs are included in the price unless otherwise agreed in writing.
- e. Any increase in cost-determining factors occurring after the conclusion of the contract shall be borne by the supplier, regardless of the period that has elapsed between the conclusion of the contract and its execution.

4. Payment

- a. Payment shall be made 60 days after delivery of the goods or services and their good location after receipt of the invoice unless otherwise agreed.
- b. The supplier must state clearly on the invoice:
 - a sequential number, with one or more series, which uniquely identifies the invoice;
 - the supplier's VAT identification number.
 - the invoice amounts, broken down per tariff and then subdivided into unit prices and any discounts applied.
 - The purchase order number or, if this is not known, the name of the orderer of the agreement for which the supplier has provided the invoiced service(s);
 - The packing slip number
 - The period(s) during which the service(s) was/were provided;
 - Name, address, bank account number of supplier
 - Invoice issue date
- c. Payment is made in accordance with the conditions stated on the order. Payment for the goods or services delivered shall not release the supplier from any guarantee and/or liability as this results from the agreement concluded between the parties. Payment shall not constitute acceptance of the goods or constitute a waiver of any right or remedy.

5. Delivery time

- a. The supplier delivers the goods at the time and to the address specified in the order unless Trioliet has agreed to delivery at a different time or to a different address.
- b. If the supplier is unable to meet the confirmed delivery time, the supplier shall inform Trioliet of this immediately in writing.
- c. Trioliet reserves the right to make changes to the requested delivery time in consultation with the supplier.
- d. Trioliet reserves the right not to accept early delivery and to postpone payments accordingly.
- e. The specified delivery time is considered to be the final deadline. If the agreed delivery time is exceeded, the supplier shall be in default and Trioliet entitled to cancel the purchase, without any further notice of default or judicial intervention and without prejudice to its further rights: insofar as the purchase has not yet been carried out in full or in part, without being obliged to pay any compensation; or to apply a penalty clause of 0.5% of the purchase value per week that the stated delivery time is exceeded.

6. Packaging and shipping

- a. The goods must be properly packaged and marked in accordance with Trioliet's instructions. The supplier is liable for any damage caused by inadequate packaging or labelling.
- b. All packaging used becomes the property of Trioliet, with the exception of returnable packaging.
- c. If Trioliet is to clear the goods or have them cleared, the supplier should provide Trioliet with the required documents in good time. Should it fail to do so, any amounts due, mooring fees and/or other costs shall be recovered from the supplier.

7. Deliveries

- a. Quality
The goods delivered must be in accordance with what is stated in the order, specifications, drawings and quality agreements and with the terms and conditions that may be deemed to be associated with them.
- b. Quantity
Deliveries of more or less than the quantity ordered will be accepted only if this has been agreed with Trioliet in writing.

8. Inspection and testing

- a. Before proceeding with the shipment, the supplier will carefully check and verify that the goods meet the purpose for which they have been purchased and meet the agreed requirements. This inspection must be recorded in writing and may be requested by Trioliet if required. Trioliet may be present during inspection. Trioliet, or third parties commissioned by Trioliet, are also entitled at all times to inspect the goods ordered, wherever they are.
- b. The supplier shall give notice in good time when an item is ready for inspection or testing, so that Trioliet or third parties may be present, and it shall provide all the information and facilities required for inspection or testing.

9. Drawings, models and tools

- a. The drawings, models of tools and other written information that Trioliet provides to the supplier when ordering, or that the supplier has made or had made for the order, shall remain or become the property of Trioliet, unless agreed otherwise in writing, and will be provided by the supplier with clear characteristics for this purpose. Trioliet shall be deemed to be their maker or designer. The supplier may not use these drawings, models and/or tools for third parties, unless Trioliet gives its written consent.
- b. The supplier should keep the models and/or tools in good condition and insure them against all risks.
- c. Unless agreed otherwise, the supplier will deduct the items referred to in the previous paragraphs for which Trioliet can continue to pay until they are returned and/or the costs involved in replacing the non-returned items can be deducted from the payment.

10. Certificates, attestations, instruction manuals

If certificates or attestations and/or instruction manuals are requested in the order, these should accompany the goods or be in Trioliet's possession no later than 24 hours later. This also applies to all requirements laid down by law.

11. Ownership and risk

Ownership of and risk to the goods and services pass to Trioliet upon delivery, without prejudice to Trioliet's right to reject the goods. If it has been agreed that the ownership of the goods, services, parts or materials will precede delivery, the supplier shall insure these items for those concerned and manage them with due care.

12. Indemnification

The supplier declares that the goods delivered do not infringe the industrial or intellectual property rights of third parties and indemnifies Trioliet against any claims in this regard. The supplier indemnifies Trioliet against any claim based on Dutch and/or international legal provisions in connection with any defect in the goods or services provided, which causes damage to a third party, in whatever form.

13. Warranty

- a. The supplier guarantees that all goods delivered are entirely suitable for the purpose communicated to the supplier or the purpose resulting from the nature of the products.
- b. If, within 12 months of delivery, Trioliet notifies the supplier in writing of any defect in the goods delivered concerning the operation thereof, the supplier will replace or repair the goods as soon as possible, unless otherwise expressly agreed in the order. The supplier shall bear all costs associated with repairing the defect or replacing the goods and/or work.
- c. If, after delivery, Trioliet notifies the supplier in writing of any defect in the goods delivered relating to manufacturing defects, the supplier will replace or repair the goods as soon as possible in order to remove the defects at no cost to Trioliet, unless explicitly agreed otherwise in the order. If the supplier fails to fulfil its warranty obligation, Trioliet shall be entitled to carry out the guaranteed works itself or have them carried out by third parties at the supplier's expense.
- d. Trioliet's claims arising from defects in the goods delivered shall remain in full force and effect, even if these defects appear only during further processing or use of these goods.

14. Suspension and dissolution

Without prejudice to the provisions of Article 5 (e), Trioliet shall be entitled to suspend performance of the agreement for a maximum of six months without notice of default and without judicial intervention, or to terminate it in whole or in part if:

1. the supplier does not fulfil an obligation, or does not do so properly or on time, arising under the agreement concluded or a related agreement - whether due to force majeure or otherwise;
2. there are good grounds for fearing that the other party is or will not be able to fulfil its contractual obligations, or;
3. in the event of a suspension of payments, bankruptcy, shutting-down, liquidation or partial transfer - as security or otherwise - of the company or a significant part of the claims of the other party.

In that case, Trioliet shall not be liable for payment of the price and/or any compensation, without prejudice to its further rights. While suspension is in effect, Trioliet shall be authorised and, at the end of this period, obliged to opt for the performance or for the full or partial termination of the suspended agreement(s).

15. Confidentiality

All information, including drawings made available to the supplier by Trioliet, should be treated confidentially and are not to be disclosed by the supplier to third parties without the written consent of Trioliet. In the event of a violation of this article, the supplier shall be liable to pay an immediately claimable penalty of €25,000 per violation. This fine may be claimed in addition to damages under the law.

16. Law

1. The law of the Netherlands applies to these terms and conditions.
2. The Dutch civil court with jurisdiction in the place of business near Trioliet (Almelo, Enschede or Zwolle) shall hear any disputes. Trioliet may deviate from this competence rule and apply the statutory jurisdiction rules.