

**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE  
NOVADES BV**

**1. Definitions**

The following definitions shall be assigned the following meanings in these General Terms and Conditions for the purchase of products and services and in the Agreements to which they apply, (whereby the same meaning shall apply to the plural form where the singular form is use):

Agreement: any agreement formulated between Novades and Supplier, or any amendment or addition thereto, and which agreement is subject to these General Terms and Conditions.

Force majeure: a situation as referred to in article 14 of these terms and conditions;

General Terms and Conditions: these General Terms and Conditions for the purchase of Products and services;

Novades: the private company with limited liability Novades B.V., established in (3581 CS) Utrecht, at Maliebaan 50 B, registered with the Chamber of Commerce under number 65607996;

Products: all services or Products to be delivered to Novades by Supplier within the framework of the Agreement(s) between parties, including product documentation and packaging;

Supplier: the counterparty to the Agreement, who supplies Products to Novades;

Tender: the written (or digitally proffered) offer of Products to be provided by Supplier for Novades, and which offer is subject to these General Terms and Conditions;

**2. General**

2.1 The following General Terms and Conditions shall (exclusively) apply to all our (business) relationships and all transactions including future transactions with regard to the purchase of Products and services with our Supplier. If the Supplier accepts and executes an order by Novades, he shall be deemed to have unconditionally acknowledge these General Terms and Conditions.

2.2 Agreements not in writing and/or deviations from our General Terms and Conditions are only valid if explicitly confirmed in writing by Novades. Deviations from the General Terms and Conditions with regard to a particular Agreement, shall only be applicable on such specific Agreement.

2.3 We hereby expressly object to deviating terms and conditions of the Supplier. A specific (additional) objection in a particular case and/or transaction with a Supplier is not necessary. The behavior of Novades, including but not limited to any action Novades takes regarding the constitution and/or performance of an agreement, like the absence of communication to object

to Supplier's terms and conditions, the unconditional confirmation of an order and/or agreement or the like, shall under no circumstances constitute any approval of such terms and conditions of the Supplier.

- 2.4 The term "in writing" with regard to communications between Novades and the Supplier also refers to electronic communications. Novades' electronic system is the sole source of proof of the content and time of receipt and transmission of the electronic communications in question.
- 2.5 In interpreting the meaning of these General Terms and Conditions, the Dutch version supersedes all other versions.
- 2.6 In the event of any inconsistency between the Agreement, these General Terms and Conditions and the Tender, precedence is given, in descending order, to the Agreement, the Tender and, finally, to these General Terms and Conditions.

### **3. Conclusion of Agreement(s)**

- 3.1 Supplier's offers and consulting services are always free of charge and not binding for Novades. Supplier is required to independently obtain all necessary information concerning all details which could possibly affect and/or be of importance for the execution of supplies and/or services or the subject-matter of a Agreement or the preparation of offers.
- 3.2 Whenever orders are placed verbally by phone or in writing (via e-mail) by Novades, Supplier is responsible for the consequences of any erroneous orders caused by hearing mistakes or misunderstandings.
- 3.3 By acceptance of an order by Supplier, Supplier declares to be reliable and able to supply the requested Products and/or services. As a result, Novades reserves the right to cancel an order if after closing Novades comes aware of circumstances which may seriously question Supplier's ability to supply or affect his reliability.
- 3.4 Supplier shall be bound to documents and information issued by Supplier, including but not limited to representations, descriptions, drawings and trademark notices. Any details, technical advisory services and other information provided by Supplier shall be binding and will give rise to Supplier's liability.

### **4. Modifications**

- 4.1 Novades may request at any time changes in the composition, process, execution, specifications and/or target dates relating to the any Agreement with Supplier, unless explicitly agreed otherwise.
- 4.2 Supplier shall implement the required modifications as requested by Novades.
- 4.3 Supplier is not allowed to change the characteristic, composition or the (way of) fabrication of purchased Product, unless Novades is requesting such change or with the written consent of Novades.
- 4.4 Whenever Supplier becomes aware of or notices technical innovations, perfections and improvements during performance of a contractual Product, Supplier shall notify Novades without delay and shall deliver to Novades free of charge any technical documentation which

allows Novades to best possibly decide on whether to implement or not to implement these innovations, perfections and/or improvements in the existing Products.

## **5. Delivery | Transfer of risk**

- 5.1 The delivery and performance dates indicated in orders shall be fixed dates. The delivery period starts once the order was placed by Novades. Deliveries shall be deemed on time if they are timely made to the place agreed in writing.
- 5.2 Suppliers ensures to maintain an adequate back-up strategy for its production sites and facilities to guarantee timely supplies to Novades at any time. Supplier shall promptly notify any expected delay in delivery by written notice to [info@novades.nl](mailto:info@novades.nl); such notice must include the respective order number.
- 5.3 If there is any delay in delivery for any reason whatsoever, we may withdraw from the Agreement and charge a penalty of 1% of the order total per day, yet not more than 20% of the order total amount, without being required to prove the damage or grant a grace period. Novades expressly reserve the right to recover any damage in excess thereof or other costs arising from the delay.
- 5.4 Acceptance of a delayed delivery or service does not exclude or limit the right of Novades to compensation claims, if any. This includes also cover purchases and damage from any interruption or loss of production.
- 5.5 Novades may return deliveries that have arrived prior to the agreed delivery date or exceed the agreed volumes at the Supplier's cost and risk or may charge the Supplier for costs incurred for the storage of these Products.
- 5.6 Whenever the order does not define any special provisions for transport, Novades may select dispatch route and means of transport, to the exclusion of any liability. Supplier shall be liable for delayed transportation and for damage during transport.
- 5.7 As a matter of general principle, the risk will transfer to Novades only with the delivery of the Products to Novades (at the place agreed in writing or, failing an express written agreement to the contrary, at the premises of Novades in Utrecht – see clause 5.1), yet not prior to the agreed delivery date.

## **6. Packaging | Proof of origin**

- 6.1 Unless otherwise agreed in writing, the Supplier shall independently select the form of packaging in consideration of the specific requirements of the Products to be delivered. Any packaging shall ensure that the deliverables are protected from damage and corrosion during transport and during a storage period of at least one year at Novades' customary storage conditions.
- 6.2 Supplier guarantees to fully and independently check prior to delivery, the marking, packaging, labelling, identification, the type of Products, as well as the quantity and quality and dispatch of the ordered deliverables. Delivery note and invoice must contain at least Novades order number and item number. The delivery note shall also contain the delivered volume by packaging unit (stating arrears in case of partial deliveries), the name of the deliverable (tested type of Products, quantity and quality), the delivery date, batch, the country of origin as well as the

delivery address/unloading point. Prior to delivering the contractual item, the Supplier will fully and independently check the type of Products, their quantity and quality, and will record that information on the delivery note. The invoice shall also contain any additional information (such as bank details) which Novades may request.

- 6.3 Packaging must allow both manual reloading as well as reloading using cranes, electric carts, lifting gear, and other transport facilities.
- 6.4 Supplier shall reimburse Novades for all additional expenses (handling costs) resulting from noncompliance with the General Terms and Conditions described above.
- 6.5 The customs origin of the deliverables or any change in origin shall automatically and immediately be notified to Novades. The Supplier shall be liable for any disadvantage Novades suffers due to an improper or delayed supplier's declaration. If necessary, the Supplier shall submit an information certificate confirmed by a customs office to prove the information regarding the Products' true origin. Any extra costs arising due to any change of origin shall be borne by the Supplier.

## **7. Prices and payments**

- 7.1 The Supplier warrants for the correctness of pricing. Unless expressly agreed otherwise in writing, the agreed prices shall be fixed prices.
- 7.2 Unless expressly agreed otherwise in writing, the agreed terms shall be DAP (delivered at place) Utrecht (the Netherlands) (delivered at place; pursuant to Incoterms 2020) for supplies within the European Union.
- 7.3 Unless expressly agreed otherwise in writing, the agreed prices always include costs of shipment, transport, insurance and packaging, if any, customs duties, customs clearance, road toll and taxes. Supplier shall also pay customs duties and freight costs, if any.
- 7.4 Unless otherwise agreed, payments shall be made within thirty (30) days net after complete, flawless delivery and receipt of the invoice, provided that verifiable invoices are received in due time. Original invoices shall be sent to Novades and must be issued according to the requirements of Novades. Whenever Novades accepts early deliveries, payments are due according to the agreed delivery date.
- 7.5 Payments are made by transfer to the bank account which Supplier has indicated in writing. Payment transaction fees, if any, are payable by Supplier. Payments shall be deemed made once bank transfer was arranged.
- 7.6 Novades may withhold payments for flawed and/or incomplete deliveries until the Agreement was properly fulfilled. If agreed technical documentation and/or test or acceptance certificates are not available at the agreed date, Supplier shall not be deemed to have properly executed the supply or service, and payment will be made only after the complete documentation is available.
- 7.7 Novades may set-off Supplier's claims against Novades counterclaims, if any.

## **8. Quality and Safety Requirements**

- 8.1 Supplier shall develop, produce and supply the contractual item according to accepted rules and the state-of-the-art and the specific requirements and regulations of Novades and is obliged to observe and to comply with all legal provisions applicable to the Agreemental item.
- 8.2 Supplier shall mark the contractual Products consistent with the respective regulations if such item has any properties which are relevant in terms of safety, health and environment and provide all necessary and required documentation in this regard.
- 8.3 Products to be marked pursuant to applicable EU Directives shall feature the corresponding CE mark, required documentation and the declaration of conformity. If requested by Novades, the Supplier shall – at no cost for Novades – fully cooperate with the Dutch supervision authorities in case of an examination of Novades products including Products as delivered by the respective Supplier.
- 8.4 Supplier shall also indicate the batch number, production date and expiry date of products with limited shelf life (if applicable). Supplier ensures that only products that have not exceeded one third of their shelf life will be delivered to Novades.

## **9. Notice of Defects**

- 9.1 As soon as flaws were discovered in the proper course of business, Novades shall notify the Supplier about these flaws in writing within a reasonable time limit, whereas three months after discovery by Novades is deemed timely.
- 9.2 Supplier expressly waives to plead delayed inspection of the supply or service and delayed notice of defects.
- 9.3 Furthermore, Novades will inspect incoming Products only as a form of supplementary, nonmandatory measure of quality assurance. Supplier has and keeps sole and full responsibility for the flawless and document-conforming quality of its products and expressly waives any objection of absence or improper notification of defects.
- 9.4 Any long-lasting use or processing of a supply or services shall not be construed as approval of such supply or service or a waiver of any claim of Novades.

## **10. Warranties**

- 10.1 Supplier guarantees for proper, state-of-the-art Product, consistent with the application purpose, quality of execution, function and performance, use of flawless material, completeness of and compliance with specific requirements and regulations of Novades and compliance with all other warranted properties over a period of twelve (12) months after delivery of the respective Products.
- 10.2 Supplier shall deliver the entire contractual item and timely provide the related services, whether or not the specifications describe in detail all supplies and services which are necessary for flawless production. Furthermore, Supplier guarantees that it will also supply all individual and supplementary parts etc., which are required and/or necessary to complete the contractual item to be delivered by Supplier and to achieve and comply with the warranted properties and safety.

- 10.3 Whenever the Supplier delivers flawed contractual items, Supplier must first be allowed to improve these or deliver replacements, unless this would be unreasonable for Novades, whereas any (expected) delay in production by Novades is deemed to be unreasonable. If Supplier is unable to do so or does not immediately take these measures within the time limit set by Novades, Novades may withdraw from the Agreement and return the contractual item to the Supplier at the Supplier's cost and risk. In urgent cases, Novades may make improvements either itself or through a third party without having set a grace period. The resulting costs shall be borne by Supplier.
- 10.4 If a flaw is discovered only after commissioning (e.g. due to a hidden flaw) of the delivered product and/or the final product, the above guarantee period will start to run with the discovery of that flaw, and Novades may continue to assert the guarantee defined above; Supplier therefore expressly waives the objection of late notification of defects under these circumstances. In this case, Supplier shall be required to pay for the costs pursuant to Clause 10.3. and the costs which are necessary to rectify the defect, calculated on the basis of Novades fee rates, as valid from time to time. Novades shall submit to Supplier a notice of defects within three months after the flaw was discovered. At Supplier's request and unless agreed otherwise, the contractual items to be replaced by Supplier shall be made available to Supplier as soon as possible at the Supplier's cost and expense.
- 10.5 In all cases referred to in Sections 10.3. and 10.4., Supplier shall also pay for those documented costs which Novades incurs for example due to special measures.
- 10.6 In all other respects, the statutory warranty provisions under Dutch law shall apply.

## **11. Liability**

- 11.1 Supplier shall compensate any damage Novades incurs directly or indirectly as a result of any flawed or delayed delivery, any breach of official safety regulations or for any other reasons attributable to Supplier.
- 11.2 Whenever claims are asserted against Novades by virtue of strict liability according to mandatory Dutch law (e.g. Product Liability Act) or foreign law, Supplier will be internally liable towards Novades as if Supplier would be directly liable towards the respective third party asserting such claims against Novades.
- 11.3 Supplier shall be liable for any costs Novades incurs to avert damage (e.g. recall campaigns etc.).
- 11.4 Supplier shall be required to purchase adequate insurance against the above risks and to prove such insurance cover at Novades request.

## **12. Confidentially**

- 12.1 The Supplier agrees that any Confidential Information provided by Novades or on behalf of Novades shall be retained in the strictest confidence and shall not be disclosed to any third party without the prior written consent of Novades. 'Confidential Information' means any non-public commercial, technical and legal information and documents which Supplier becomes aware of

through the business relationship with Novades, including but not limited to drawings and models, templates, samples and similar items.

12.2 Supplier shall impose corresponding obligations to its sub-suppliers.

### **13. (Intellectual) Property Rights**

13.1 Supplier guarantees towards Novades to hold all (intellectual) property rights and licenses necessary for the production and supply of the contractual item and grants Novades all rights related to the proper use of the contractual item, such rights being free of charge and unlimited in terms of time. Furthermore, Supplier guarantees towards Novades that the intended use of the contractual item will not infringe upon rights of natural or legal third parties.

13.2 Supplier shall be liable for claims arising in connection with the contractual use of the contractual item due to an infringement of property rights and applications for property rights, even if Supplier is not at fault. Supplier will fully hold harmless and indemnify Novades for and against any infringement of property rights.

13.3 The parties undertake to immediately inform one another of any risks of infringements and purported infringements and allow the other party to defend corresponding claims.

13.4 Whenever the subject-matter of a Agreement includes or necessitates the provision of development services (such as components, compositions, products or processes) by Supplier, the respective results, samples, models, inventions and any related know-how (the "**Results**") shall be transferred to Novades' property once these are created. If Results are capable of protection, Novades shall have the sole right to apply for and to register property rights for those Results. Supplier shall not do anything which could jeopardize the registration of property rights by Novades and shall immediately inform Novades of the creation of those Results. If necessary, for the use of Results, Novades will be granted a world-wide, unrestricted, transferable and free of charge license for the right to use the Supplier's existing property rights.

13.5 Supplier shall ensure that any inventor attributable to Supplier receives its compensation.

13.6 Supplier will inform Novades of the use of published and unpublished own and licensed property rights and applications for property rights relating to the Agreemental item.

### **14. Force Majeure and Right to Withdraw**

14.1 In case of force majeure, such as any form of war, natural disasters, pandemic and other unpredictable and inevitable serious events, the contracting parties shall be released from their obligation to perform under a Agreement throughout the duration and within the scope of such event. The parties shall immediately provide one another with the necessary and reasonable information in writing and shall adjust in good faith their obligations to the changed circumstances.

14.2 Labor interruptions such as strikes and lockouts, manufacturer's errors, transport failures, rejects, shortage of supply and delay of sub-suppliers shall not be events of force majeure.

14.3 Whenever an event of force majeure lasts more than two (2) weeks, Supplier and Novades will conduct negotiations to regulate the operational effects. If a force majeure lasts more than one (1) months, the other party has the right to terminate the Agreement with immediate effect and

without any obligation to compensate the other party in any respect. A party relying upon an event of force majeure shall be required to prove it to the respective other party.

14.4 Novades shall be entitled to withdraw from the entire or any part of the Agreement at any time also for reasons beyond Supplier's control. In that event, Novades shall reimburse the Supplier for verified costs actually incurred until the termination date. Supplier may not assert any other claims.

14.5 Novades may withdraw from the Agreement with immediate effect if an application is made to initiate insolvency proceedings in respect of Supplier's assets or judicial or non-judicial composition proceedings. Similarly, Novades may immediately withdraw from this contractual relationship if the majority of Supplier's shares are sold to a third party who is a competitor of Novades.

## **15. Severability**

15.1 Should any term of these General Terms and Conditions or the Agreement is or become invalid, this shall not affect the validity of the remaining terms hereof. In this case and in case the Agreement should contain a gap, the invalid or unenforceable or missing term shall be replaced by a reasonable term that closest reflect legally the parties' intent or what the parties had intended in view of the economic purpose of the Agreement, as if they had considered that issue when concluding the Agreement.

## **16. Applicable law and dispute settlement**

16.1 These General Terms and Conditions, and all Agreements ensuing or disputes arising therefrom or related thereto, are governed by the law of the Netherlands.

16.2 The applicability of the Vienna Sales Convention (United Nations Convention on Agreements for the International Sale of Goods, Vienna, 11 April 1980, Trb. 1981, 184 and 1986, 61) is excluded.

16.3 All disputes which may arise between the parties as a result of this agreement or further agreements and other acts in connection with the present agreement, such as, but not limited to, unlawful acts, undue payments and unjust enrichment, shall be settled exclusively by the competent judge of the Court of Midden-Nederland.

## **17. Amendments**

Novades is entitled to amend the Agreement and these General Terms and Conditions. The Supplier will be deemed to have accepted the amendments in question if Novades has not received a written protest from the Supplier within 14 days after Novades has notified Novades that the amendment will take place.

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