



GENERAL PURCHASING TERMS AND CONDITIONS OF THE UK LEGAL ENTITIES IN THE N+P GROUP

1. DEFINITIONS

In these general purchasing terms and conditions and conditions the following words shall have the meanings set out hereinafter:

- 1.1. Agreement: any agreement between N+P and the Supplier regarding the supply of Products and/or Services by Supplier, including any appendices thereto;
- 1.2. N+P: N+PUK Holding Ltd, N+P Alternative Fuels Ltd, Riverview Energy Ltd, N+P Feedstock Hooton Ltd, N+P Feedstock Supply 1 Ltd, N+P Feedstock Supply 2 Ltd, N+P Feedstock Supply 3 Ltd, SIMEC Fuels Holdings UK Limited, N+PUK Holding 2 Ltd, NPA Fuels Ltd, TSP Assetco Ltd, N+PTSP Holdings Ltd, N+P Hartlepool MRF Ltd, N+P Crayford Holding Ltd, Subcoal Production TSP Ltd, N+PUK Production Holding Ltd, North Tees Property Ltd., N+P Crayford MRF Ltd and/or any of the current and future subsidiaries, holding companies, or subsidiaries of its holding companies, as defined in section 1159 of the Companies Act 2006, incorporated under the law of England and Wales, of N+P Beheer B.V. that has its registered office in the Netherlands, and with whom the Supplier concludes an Agreement.
- 1.3. Services: all work performed by the Supplier on N+P's instructions whether or not the provision of this work is in any way related to the delivery of Products.
- 1.4. Supplier: any natural person or legal entity or partnership (or their representative(s), agent(s) and/or successor(s) in title) that delivers Products and/or Services (in the broadest sense) to N+P, issues quotations to N+P or with whom N+P places orders or assignments, regardless of whether an Agreement in accordance with clause 3 of these General Terms and Conditions is concluded.
- 1.5. Product: all tangible objects, electricity and software.
- 1.6. Terms and Conditions: these General Purchasing Terms and Conditions.

2. APPLICABILITY

- 2.1. These Terms and Conditions apply exclusively to all quotations and offers and to all requests for the same and to all orders and Agreements, both verbally and in writing, with regard to the purchase and delivery of Products and/or Services by the Supplier to N+P.
- 2.2. General or other conditions used by the Supplier are not applicable. Stipulations which differ from these Terms and Conditions and/or supplement these Terms and Conditions may only be relied on by the Supplier if and insofar as these have been expressly agreed to in writing by N+P. Such different and/or supplementary stipulations do not affect the applicability of the remaining stipulations of these Terms and Conditions and shall apply exclusively to the Agreement in respect of which this has been expressly agreed upon in writing. If the Supplier is of the opinion that different and/or supplementary stipulations exist that have been agreed upon, Supplier must also provide evidence of such existence and of the thus accordingly amended Agreement.

- 2.3. By accepting these Terms and Conditions, the Supplier also agrees to the applicability of these Terms and Conditions to all future Agreements between N+P and the Supplier and to all future quotations, offers, orders/assignments and deliveries of Products and/or Services and requests therefor.
- 2.4. In the event of a conflict between these Terms and Conditions and any Agreement(s) entered into between N+P and the Supplier, the Agreement(s) will prevail. If these Terms and Conditions are translated in different languages, the English version will always prevail in the event of a conflict between the different versions.

3. FORMATION OF AGREEMENT

- 3.1. N+P shall never be bound by any written or verbal request for any quote or offer it has made, unless it has explicitly stated otherwise. Any offers, quotes and prices issued by the Supplier shall always be binding. Offers and quotes by the Supplier shall be valid and irrevocable for at least 30 (thirty) days.
- 3.2. All offers and quotes by N+P, as well as all orders/assignments by the Supplier, verbally as well as in writing, shall be without any obligations for N+P and shall not bind N+P, unless such offer or quote by N+P expressly mentions otherwise or unless N+P has confirmed the order/assignment concerned of the Supplier in writing.
- 3.3. An Agreement comes into existence – whichever occurs first – if and as soon as:
- (i) the Supplier and N+P have signed the Agreement in question;
 - (ii) N+P places an order/assignment with the Supplier and no written rejection of that order/assignment is sent by the Supplier to N+P within 5 (five) days of receipt of that order/assignment; such order/assignment shall then be deemed to have been accepted and a legally binding Agreement shall have come into existence. The execution of orders/assignments issued verbally can only take place after N+P has confirmed the relevant assignment in writing with the Supplier; or
 - (i) N+P has sent the Supplier (a) a written confirmation of the order/assignment, in which case the date of that confirmation will be decisive, or (b) an invoice or an advance invoice in which case the date of the invoice or advance invoice will be decisive, or – if this occurs earlier – if N+P has commenced execution of the order/assignment of the Supplier. The confirmation of the order/assignment or invoice or advance invoice will be deemed to reflect the agreement in full, including the applicability of these Terms and Conditions. The records of N+P will be binding in respect of the content of every Agreement.
- 3.4. If a framework Agreement is concluded with the Supplier, Agreements are concluded in relation to this framework Agreement if and as soon as N+P has placed an order with the Supplier in the manner customary for both the Supplier and N+P, and the Supplier has not sent any written rejection of that order to N+P within 24 hours after having received that order; such order will then be deemed to have been accepted and a legally valid Agreement will therefore have been concluded.
- 3.5. If one or more Products that are part of an order placed by N+P are not, or are temporarily not, available with the Supplier, the Supplier will inform N+P of this as soon as possible but no later than 24 hours after receipt of that order.
- 3.6. If the Supplier receives an order/assignment from N+P which contains obvious typographical errors, or it contains a wrong enclosure, or the same order/assignment has been sent more than

once (verbally or in writing), then no Agreement will be concluded and the Supplier must contact N+P in writing immediately after receiving that order to verify the order details. N+P's records are binding in respect of the content of each Agreement.

- 3.7. N+P is always (although within a reasonable period) entitled to (a) alter or cancel an order/assignment which it has placed (or placed erroneously), or (b) require an alteration to the nature and/or extent of the Products and/or Services to be delivered by the Supplier, unless this alteration is so far-reaching that the Supplier would not have been willing to conclude the Agreement on that basis. An alteration will be deemed to be accepted if (a) the Supplier does not issue a written rejection of the alteration within two (2) days after the date of the altered order/assignment, or (b) the Supplier actually starts performing the amended Agreement. If the alteration is technically impossible, the Supplier will promptly notify N+P of this in writing.
- 3.8. The alterations referred to in clause 3.7 will not result in any price increase and/or change to the agreed period/date of delivery of Products or period/date for performing the Services unless the Supplier has notified N+P otherwise in writing within two (2) days after the date of the altered order/assignment and N+P has then accepted these consequences in writing. If N+P chooses not to accept the consequences, it may terminate the Agreement in writing within two (2) working days of the Supplier's written notification. Termination will not entitle the Supplier to any compensation whatsoever except for the reimbursement of any reasonable costs the Supplier may already have incurred in performing the Agreement concerned, on condition that the Supplier has, in N+P's view, provided proper clarification of these costs.
- 3.9. After an Agreement is concluded, N+P is not bound to any amendment to it by the Supplier unless such alteration is approved in writing by N+P.
- 3.10. If the Supplier wishes to engage third parties for the performance of the Agreement, then the Supplier will require N+P's prior written consent.

4. PRICES AND FEES

- 4.1. The prices agreed between the Supplier and N+P for Products and Services are:
- i. fixed;
 - ii. expressed in Pounds with any exchange rate differences and costs being borne by the Supplier and not, therefore, being passed on to N+P;
 - iii. exclusive of VAT;
 - iv. inclusive of packaging and (other) materials, transport, loading, unloading, inspection and insurance costs, any instruction, installation and/or personnel costs and administration costs, import duties, excise duties and other government taxes, levies and duties.
- 4.2. The prices for Products are based on delivery DDP to the place of delivery agreed between the parties, most recent version of the Incoterms (currently Incoterms® 2020).
- 4.3. The fee owed by N+P for the Services performed is fixed, based on hours or days or parts of days worked multiplied by the applicable ((part) daily) rate as agreed. Other expenses, regardless for what or by whom these are incurred, are included in the fee and cannot be passed on to N+P.

- 4.4. The Supplier will not increase the agreed prices and/or the agreed fee for the duration of the Agreement. If the Supplier is obliged to increase prices pursuant to a mandatory statutory provision, N+P will be entitled to terminate the Agreement with immediate effect.
- 4.5. If no fixed price or fee has been agreed between the parties but the Supplier has provided an estimate/budget and the Supplier then finds that this estimate/budget will be exceeded, the Supplier will immediately notify N+P of this in writing. The parties will then consult about the possible consequences. N+P will not pay any costs that exceed an agreed estimate/budget, nor will it pay additional costs or compensation for additional work, unless it agrees expressly and in writing to do so.

5. PAYMENT

- 5.1. The Supplier will invoice the amount owed by N+P for delivered Products and/or performed Services no earlier than on or after the date of delivery of the Products and/or the date of performing the Services, and no earlier than the date indicated as the invoice date. If N+P and the Supplier have agreed on partial deliveries in accordance with clause 6.6 of these Terms and Conditions, the Supplier will not invoice until all partial deliveries have been completed.
- 5.2. The Supplier will send its invoices to N+P in a single copy by email to accounts@npgroup.com or any other email address indicated by N+P. An invoice always states at least – where applicable – the order number, the order date, the delivery address, the Product number, description of the Products/Services, the Product's VAT code, the purchase price of the Products/Services, the total price of the invoice and any other information customarily provided, including but not limited to the Supplier's IBAN number. If this information is not stated correctly, N+P will be entitled to require a new invoice and to suspend payment.
- 5.3. If the Supplier's IBAN number as stated on the invoice is going to change, the Supplier will notify N+P of this as soon as possible, indicating both the old and the new IBAN numbers and stating the date as of which the change will be effective. As soon as the Supplier is aware that its IBAN number will change, it will state both the old and the new IBAN numbers on every invoice for a period of three (3) months from the date when the new number becomes effective. For N+P, the IBAN number stated on the Supplier's invoice is always decisive, and all payments by N+P to the IBAN number stated on the invoice will discharge N+P of its obligations. If the Supplier fails to state the date as of which the new IBAN number will be effective, transfers made by N+P to either of the two IBAN numbers will constitute discharge.
- 5.4. Payment of the Supplier's invoice will take place, if N+P has not objected to this invoice, if possible within thirty (30) days after (i) the date of delivery of the Products and/or date of performance of the Services, or (ii) after receipt of the invoice if this is received later, and always on condition that the Supplier must provide all relevant documents (including those referred to in clause 6.4 of these Terms and Conditions) properly and completely. If N+P contests the invoice stating reasons, the payment term of thirty (30) days will not commence until after the Supplier has sent N+P a correct invoice.
- 5.5. The Supplier cannot oblige N+P to make advance payments, to provide security and/or apply any credit limitation and/or pay collection costs.
- 5.6. Any payment made by N+P cannot be construed as a waiver of its rights, nor as an acknowledgement that the Products and/or Services as delivered and/or provided are in

accordance with the Agreement and with these Terms and Conditions. Payment does not discharge the Supplier from any liability with regard to the Agreement.

- 5.7. Payment discharges N+P from all its obligations that arise from the relevant Agreement. Payment of an invoice for a specific order or assignment may not be construed by the Supplier as payment of any other claim (or alleged claim) on N+P.
- 5.8. N+P shall be entitled to set off any amount that the Supplier owes to N+P – for whatever reason – against that which N+P owes to the Supplier, regardless of whether this amount is due and payable. This also applies to any costs that may be incurred by N+P in connection with the Products delivered and/or Services performed.
- 5.9. N+P must receive any credit note within thirty (30) days after the parties have agreed to this. If the last day of this period of thirty (30) days is later than the end of the quarter, N+P must receive the credit note before the final date of the quarter.
- 5.10. If N+P fails to pay any amount properly due and payable by it, the Supplier shall have the right to charge interest on the overdue amount at the rate of two per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that N+P disputes in good faith.

6. DELIVERY AND TIME OF DELIVERY

- 6.1. All deliveries of Products are DDP to the place of delivery agreed between the parties and in accordance with the provisions relating to that form of delivery in the most recent version of the Incoterms (currently Incoterms® 2020). If the parties have agreed a different manner of delivery in writing in an individual Agreement, that different manner of delivery will apply solely to that individual Agreement and not also to other Agreements.
- 6.2. Until Products are delivered, the Supplier will continue to bear the expense and risk of them in accordance with the applicable most recent version of the Incoterms.
- 6.3. Ownership of the Products is transferred from the Supplier to N+P upon delivery, unless agreed otherwise or unless the Products are rejected pursuant to clause 9. The delivery of Products will not be completed until N+P has received all the documents pertaining to the delivered Products as referred to in clause 6.4 and all the requirements specified in clause 6.5 have been met.
- 6.4. Upon delivery of the Products, the Supplier must simultaneously provide all relevant documents (such as transport documents, delivery notes and waybills signed by N+P, Product specifications where applicable, certificates/guarantee certificates, log-in codes, manuals written in English as well as documents relating to safety/safe use of the Product) in accordance with the current requirements (including statutory requirements).
- 6.5. The Supplier must also display all the information that is prescribed by N+P and that is deemed necessary and/or common in the sector on the exterior of the packaging of the Products to be delivered, including at least the N+P order reference number, the quantities and the number of packages, the correct delivery information for the agreed destination, N+P's contact person for the relevant delivery, safety warnings and the packing slip. The packing slip must indicate which

Products are delivered and in what quantities, with the Products and quantities indicated being in accordance with the order and/or assignment numbers stated on the waybill as referred to in the preceding paragraph.

- 6.6. Partial deliveries of Products are only permitted if this is expressly agreed in writing. If this is the case, each partial delivery will be considered a delivery for the purposes of these Terms and Conditions.
- 6.7. The period/date of delivery of Products or for performing the Services stated by the Supplier in the offer, quotation or order confirmation is definitive, time is of the essence and constitutes a deadline. If a delivery period has been agreed, this will commence one day after the day on which N+P places its order/assignment with the Supplier.
- 6.8. If and as soon as the Supplier has any indication that the agreed period/date of delivery will be exceeded or is at risk of being exceeded, the Supplier must immediately inform N+P of this in writing, properly stating reasons. If the Supplier invokes *force majeure* vis-à-vis N+P under clause 12, it must then also immediately provide N+P with documentary evidence that shows that the failure is in fact not attributable to the Supplier. If, in case of *force majeure*, the Supplier fails to send N+P its prompt written notification or fails to immediately provide N+P with the documentary evidence, the Supplier's right to invoke *force majeure* will lapse.
- 6.9. If the Supplier exceeds the agreed period/date of delivery or is in default with regard to the quantity of Products to be delivered, the Supplier will immediately be in default without any warning or notice of default being required. In that case N+P will be authorised to impose, without any warning or notice of default, an immediately due and payable late payment charge of 0.5% per day plus turnover tax, up to a maximum of ten per cent of the total price/fee payable for the relevant Product/Service, for each day that the Supplier continues to be in default. N+P shall in that case also be entitled without judicial intervention (and without prejudice to other rights which N+P may have under the applicable law) to terminate the Agreement entirely or in part by means of a written declaration and without incurring any liability whatsoever to the Supplier for any damages.
- 6.10. If and to the extent that partial deliveries have taken place in accordance with clause 6.6 and the Supplier exceeds the agreed period/date of delivery for one or more of these partial deliveries, N+P will be entitled to return these partial deliveries to the Supplier at the latter's expense. The Supplier will then be obliged to immediately repay any amounts already paid by N+P in connection with these partial deliveries. The aforementioned provisions do not affect any other rights and claims of N+P under the Agreement, these Terms and Conditions and the law.
- 6.11. N+P's prior written permission is required for Products to be delivered before the agreed period/date of delivery and/or on days that are not normal business days or outside N+P's regular business hours.
- 6.12. N+P's signature for receipt of any delivery document or other document from the Supplier cannot be construed as a waiver of any of N+P's rights, nor as an acknowledgement that the Products and/or Services have been delivered in a condition and/or performed in a manner that is in accordance with the Agreement and with these Terms and Conditions.

7. TRANSPORT, PACKAGING AND STORAGE

- 7.1. The transport, loading and unloading of the Products is entirely at the Supplier's expense and risk.
- 7.2. The Supplier is obliged to follow any instructions (including transport instructions) issued by N+P. If the Supplier does not comply with these instructions in any delivery, N+P is entitled to refuse that delivery.
- 7.3. The Products must be packed and secured in such a manner that, under normal transport conditions, they would arrive at the agreed destination in good condition. If it transpires at the time of delivery that the packaging of the Products is damaged, N+P may refuse to accept the Products.
- 7.4. The Packaging may not be harmful to the environment, safety and/or health.
- 7.5. The Supplier is liable to N+P for all damage to the Products or caused by the Products that arises as a result of non-compliance with the instructions (including transport instructions), referred to in clause 7.2, due to insufficient, defective, damaged or destroyed packaging and/or damage that occurs during transport, including damage due to delays. The Supplier must take out and maintain insurance to cover any damage referred to in the previous sentence. Products that are damaged or lost during transport will be replaced by the Supplier at no expense to N+P and without prejudice to N+P's other rights under the Agreement, these Terms and Conditions or the law.
- 7.6. N+P is entitled to postpone delivery of an order it has placed with the Supplier. In that case, the Supplier will properly pack and separately store the Products in a manner that allows them to be identified and secure and insure them. The Products will remain at the expense and risk of the Supplier until the Supplier delivers them to N+P in accordance with clause 6.1. N+P will reimburse the relevant storage costs in accordance with the agreed customary rates for the Supplier or in accordance with the customary rates in the sector (if these rates are lower), starting from the date of delivery stated in the Agreement or from the final date of the specified period of delivery until the date when the Supplier delivers the order to N+P.
- 7.7. Unless the packaging is returnable, N+P becomes the owner of all packaging upon delivery of the Products by the Supplier. Returnable packaging will be returned to the Supplier to the destination indicated by the Supplier, at the Supplier's expense and risk. N+P and the Supplier will each keep their own records of the returnable packaging used by the Supplier in the context of the delivery of Products to N+P. If there is a difference of opinion between the parties about whether the Supplier is entitled to receive returnable packaging from N+P or how much packaging is concerned, then N+P's records on the quantity of returnable packaging will be decisive, subject to any contrary evidence provided by the Supplier.

8. QUALITY

- 8.1. Notwithstanding the Supplier's obligation to observe all further specifications or conditions relating to N+P's order, the Products to be delivered:
 - must be complete and must be in accordance with the order placed in writing by N+P, in particular with regard to quantity, description, specifications, quality, model, performance and other relevant features;
 - must have all general and special features promised by the Supplier;

- must be new, first-class in terms of design, construction, material, production, composition and quality, and must furthermore be without defects in the material, construction, finishing, production and design;
 - must be suitable for normal use and purposes and for any specific purposes communicated to the Supplier by N+P;
 - must have been manufactured in such a way that they can be safely, easily and properly connected and installed;
 - must comply with all requirements set by or pursuant to the law or other government regulations;
 - must carry an indication of the manufacturer or the party/person putting the Product on the market (in the Netherlands or abroad), which indication must be applied clearly to the Product, in English, or, if this is impossible, to the packaging;
 - may not be encumbered with (restricted) rights and attachments;
 - must be completely identical to the samples or models that the Supplier has shown to N+P.
- 8.2. If N+P has not provided any descriptions, quality standards, performance and/or purposes as set out in clause 8.1 in its order or otherwise, the Products to be delivered must comply with the product specifications, (technical) descriptions, quality standards, performances and/or purposes that may reasonably be expected of the relevant Products.
- 8.3. If N+P intends to place an order for Products with the Supplier, it will always be entitled (even if the Supplier is already a business contact of N+P) to carry out a quality assessment regarding the Supplier (audit). Such quality assessment will always take place at the Supplier's premises (internally). The Supplier is required to render any and all assistance with such an assessment.

9. INSPECTION OF PRODUCTS

- 9.1. The Supplier is required to submit the Products to a thorough inspection, at its own expense, prior to delivering them to N+P. The Supplier is required to notify N+P in a timely manner (no later than one week in advance) and in writing of the scheduled time of the inspection, so as to enable N+P or, as the case may be, a third party engaged by N+P to be present at such an inspection if desired.
- 9.2. N+P shall be entitled at any time prior to or after supply/delivery of the Products to inspect or examine the Products or have the Products inspected or examined at the expense of the Supplier. Any inspection or examination of Products will take place on the basis of the requirements set out in clause 8. The Supplier shall be obliged to cooperate to any inspection/examination of Products by N+P. If the inspection takes place before the Products are delivered to N+P, the Supplier will make space, staff and material support available to N+P upon request and at no cost.
- 9.3. N+P shall not be deemed to have accepted any Products until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent. Inspection, examination or testing by or on behalf of N&P, whether before or after delivery of the Products, or the signing of any delivery note or other document acknowledging physical receipt of any Products, shall not (i) be deemed to constitute or evidence acceptance or approval of the Products for the purposes of the Sale of Goods Act 1979 (as amended), (ii) be deemed an acknowledgement of the Products delivered or to be delivered meeting the Agreement, the requirements and/or these Terms and Conditions, (iii) be deemed a waiver of N&P's rights either to cancel or return all or any part of the Products or any other right of N+P where the Products are found to be defective or not in accordance with the Agreement or these Terms and Conditions, and (iv) discharge the Supplier from any liability in this respect.

- 9.4. If after an inspection or examination N+P is of the opinion that the Products fail to meet the Agreement, their requirements and/or these Terms and Conditions, N+P shall as soon as possible notify the Supplier of this in writing. In that event N+P shall have the right to demand replacement or repair of the Products in question or part thereof and/or supply/delivery of Products other than those which the Supplier had intended to supply/deliver to N+P such at the expense and risk of the Supplier, or to terminate the Agreement, without prejudice to N+P's other rights under the Agreement, these Terms and Conditions or the applicable law.
- 9.5. If the Products have already been delivered by the Supplier before the inspection is carried out and the Agreement is subsequently terminated by N+P on the basis of that inspection, the Supplier will, at its own expense and risk, collect the Products or cause the Products to be collected at the premises of N+P within five working days after receiving the notice referred to in clause 9.4. If this term expires without the Products having been collected by the Supplier, N+P will be entitled to have a third party transport the Products to an address known to N+P that is used by the Supplier, at the expense and risk of the Supplier. If the Products have already been paid for by N+P, the Supplier will refund the sum paid by N+P without delay, increased by interest calculated at 8% above the base rate of the Bank of England per annum as of the date of payment by N+P until the date on which the sum is repaid.
- 9.6. In the event of any remaining debt to the Supplier after N+P has paid a due and payable debt to the Supplier, N+P will always be entitled to set off such payment against any due and payable or any other receivables that N+P has against the Supplier. If no debt to the Supplier remains or exists, the Supplier will be required to pay N+P's receivable against the Supplier at N+P's first request.

10. WARRANTY

- 10.1. The Supplier warrants that it has sufficiently acquainted itself with the purpose of the Products and the Services.
- 10.2. The Supplier warrants compliance with its obligations under the Agreement, these Terms and Conditions and the law, and warrants the soundness of all Products delivered and (if applicable) installed/mounted Products and Services provided by the Supplier to N+P. The Supplier warrants that the Products and Services, as well as the corresponding documents, comply with the Agreement and with the requirements set out in clause 8.1. The Supplier warrants that the information and data provided to N+P by or on behalf of the Supplier are correct, complete and reliable.
- 10.3. The Supplier warrants that the Products are of good and constant quality at all times, satisfactory quality, fit for their purpose and are free of any odor, color, pollution and contamination whatsoever (whether or not such pollution or contamination causes changes to the product properties) that is not characteristic of the product, and are free of any defects or flaws as to their nature, composition and contents.
- 10.4. The Supplier warrants that any ICT Products (i) are suitable for use in with any (other) hardware, system software and application software (to be) used by N+P and (ii) do not contain any security measures or functions or elements foreign to the ICT Products (such as logic bombs, viruses or worms).

- 10.5. The warranty period of each Product also extends to the full expected life of the product group to which the relevant Product belongs. The warranty period runs from the date that the Product is delivered by the Supplier to N+P up to and including the last day of that life expectancy period of the Product and lasts for a period of at least ten years. N+P and the Supplier may agree a longer period in writing.
- 10.6. During the warranty period, the Supplier will, in the event of what N+P considers is defective or incomplete delivery, remedy the defects or replace the Products (at N+P's discretion) entirely free of charge, regardless of the cause of the defect and notwithstanding the Supplier's liability under the Agreement, these Terms and Conditions and the law. The Supplier must repair the defects or, as the case may be, replace the Products as soon as possible, at any rate within two weeks after N+P has notified the Supplier of the defective/incomplete delivery. N+P may exercise the right referred to in the first sentence without prejudice to any other right that N+P has by law, both during and after expiry of the warranty period.
- 10.7. If the Products (or parts of them) are repaired or replaced, the full warranty period will recommence with regard to those Products or parts of them.
- 10.8. The Supplier warrants that:
- i. it is able and willing to provide the Services in a timely, proper and complete manner and in accordance with the Agreement;
 - ii. it is able and willing to provide the Services itself, independently, objectively, diligently and professionally;
 - iii. it will provide the Services with reasonable skill and care, in a manner that is in keeping with the operational and other needs and the standards and key values that N+P propagates and shares with the Supplier from time to time;
 - iv. it has sufficient capacity and in particular that it is willing and able to engage sufficient staff to allow timely, efficient and adequate performance of the Agreement.
- 10.9. The Supplier warrants that the Products and Services (to be) delivered and all (other) activities of the Supplier under the Agreement, will at all times be in accordance with:
- i. all applicable British international, local, regional and European legislation, regulations and treaties (applicable at the manufacturing location, the location where the Products and Services are delivered and where the Products will be used by end-users), including, but not limited to, all applicable competition rules, product liability, safety regulations, privacy regulations, environmental regulations, sanction rules, anti-corruption rules and rules regarding the performance of work and the engagement of staff (including the Health and Safety at Work Act 1974, the [Posted Workers \(Enforcement of Employment Rights\) Regulations 2016/539](#), and the Immigration, Asylum and Nationality Act 2016.
 - ii. N&P's Modern Slavery Statement and Human Trafficking Policy (www.npgroup.com/hubfs/Documents/Certificates/NP_UK_Modern_Slavery_Statement.pdf).
- 10.10. If and insofar as any government permit, exemption or other consent is required for the production, delivery and/or use or consumption of the Products delivered and/or Services provided, the Supplier will ensure that these are obtained completely and in a timely manner and made available to N+P. The Supplier also warrants that it will observe all obligations arising from any relevant European and domestic laws and regulations whatsoever, including at any rate Regulation (EC) No. 1907/2006 and Regulation (EC) No. 1272/2008.

10.11. Warranties provided by the Supplier cannot be interpreted as a waiver of any of N+P's rights under the applicable law, the Agreement or these Terms and Conditions.

11. SUSPENSION AND TERMINATION

11.1. If and as soon as:

- the Supplier fails to fulfil one or more of its obligations under these Terms and Conditions or under any Agreement with N+P or fails to do so properly or in a timely manner;
- third parties assert rights over the Supplier's property or its goods are seized;
- the Supplier becomes insolvent or otherwise unable to pay its debts, applies for winding up, liquidation, receivership, administrative receivership, appoints a receiver or administrative receiver or liquidator, a moratorium or files for bankruptcy/insolvency or a moratorium or bankruptcy/insolvency is applied for in respect of the Supplier, the Supplier enters into a payment arrangement with one or more of its creditors, or gives the impression of being insolvent or about to become insolvent in another manner;
- the Supplier (if a natural person) dies, is placed under guardianship or administration or if the Supplier indicates that he wishes to be considered for the debt management scheme;
- the Supplier proceeds to dissolve or liquidate its business, voluntarily or otherwise, the business is continued in a different legal form, the registered office or place of business is moved to a different country, direct or indirect control of the Supplier is transferred, the Supplier's management is altered significantly, or any permits necessary for the performance of the Agreement are revoked;
- the Supplier transfers to a third party rights under any Agreement to which these Terms and Conditions apply,

N+P is authorised, at its own discretion, to suspend its obligations to the Supplier, on whatever basis, until the Supplier has performed all of its obligations to N+P and/or to terminate the Agreement, wholly or in part, in both cases without the involvement of the courts, by means of a written declaration to the Supplier. In such an event, N+P will not be liable to the Supplier in any way for damage, costs or interest. N+P will, however, be entitled to claim full damages. In addition, all claims of N+P against the Supplier, on whatever legal basis, shall be immediately due and payable without further demand or notice of default being required.

11.2. Notwithstanding the foregoing provisions, if and insofar as the Supplier has failed to comply, or has failed to comply promptly or properly, with one or more of its obligations under these Terms and Conditions or pursuant to any Agreement, N+P shall be entitled at its own discretion:

- (i) to give the Supplier the opportunity to still perform its obligations within a period to be specified by N+P;
- (ii) to transfer the implementation of the Agreement entirely or partly to third parties at the expense of the Supplier;
- (iii) to have recourse to any other remedy or legal remedy that is available to N+P.

11.3. In the event of suspension or termination as referred to in this clause 11 the Supplier will incur an immediately due and payable charge amounting to 50 (fifty) per cent of the full price of the not (or not fully) performed Agreement, without further demand or notice of default being required. In such an event N+P will also be entitled to damages in full, including all damage due to its being unable to make (full) deliveries of Products to its customers.

12. FORCE MAJEURE

- 12.1. In these Terms and Conditions force majeure of the Supplier shall mean a circumstance independent of the will of the Supplier, which the Supplier respectively could not have been able to influence and as a result of which N+P cannot reasonably demand performance by the Supplier. This shall in any event not include default by third parties (including, but not limited to, sub-suppliers) vis-a-vis the Supplier, as a result of which the Supplier cannot perform its obligations to N+P nor any circumstance relating to the business operations or manner of business operations, epidemics, pandemics, war, terrorism or consequences thereof, cost/price increases, shortages of supplies, of gas, electricity or other source of energy, of procurement, transport or of any other kind of/by the Supplier or shortage of staff or personnel of the Supplier.
- 12.2. If the Supplier is unable to perform the Agreement due to force majeure, the Supplier must notify N+P accordingly in writing without delay, properly stating the reason(s) for such force majeure and providing evidence as referred to in clause 6.8. If the Supplier fails to do so, it will waive its right to invoke force majeure. In the event of force majeure N+P will be authorized to terminate the Agreement in full or for any part of it that has not been performed, without notice of default or judicial intervention being required, with the provisions of clause 11.1 of these Terms and Conditions applying in full for the rest.

13. LIABILITY AND INDEMNIFICATION

- 13.1. The Supplier is, without any limitation, liable for:
- i. all damage – direct or indirect – incurred by N+P and/or its customers due to any failure in the performance of the Agreement, any unlawful act or any other legal ground;
 - ii. all damage – direct or indirect – inflicted upon N+P, its staff or third parties engaged by it, and all damage to any property of the parties referred to in this clause caused by Products/Services delivered by the Supplier;
 - iii. all damage – direct or indirect – arising from the fact that the Supplier has provided N+P with incorrect, incomplete or unreliable information;
 - iv. any misconduct or any negligence – whether or not intentional – by the Supplier, its staff or third parties engaged by it;
 - v. all costs incurred by N+P in connection with the provisions of this clause 13, including the full costs of (a) putting up a defense against claims from customers and (b) legal assistance. The Supplier must reimburse N+P with these costs within fourteen days after N+P has claimed them from the Supplier.
- “Damage – direct or indirect –” is in any case also defined as trading loss and consequential loss, whether direct or indirect such as loss of profit and turnover, environmental damage, damage incurred during or due to transport, damage to N+P’s good name and reputation and non-economic damage sustained by N+P.
- 13.2. The Supplier indemnifies N+P against liability for any claims of third parties relating to product liability or defective products..
- 13.3. The Supplier indemnifies N+P against all claims for damages by third parties insofar as they relate to damage caused by any unlawful act by the Supplier, failure (or partial failure) by the Supplier to perform the Agreement, these Terms and Conditions, the instructions (including safety instructions) given by N+P and/or its customers or other regulations/statutory regulations, or any failure on the part of the Supplier to inform or adequately inform third-party users about the use of the Products. In this context “third-party users” are also staff members of N+P and those who work on the instructions of or for the benefit of N+P.

- 13.4. The Supplier indemnifies N+P against any loss incurred by N+P as a result of any administrative or other fine imposed on N+P due to actions of, or in any way relating to the Supplier and staff or third parties engaged by the Supplier, including but not limited relating to taxes, personnel and social contributions (such as fines due under the Foreign Nationals Employment Act and the Compulsory Identification Act).

14. INSURANCE

- 14.1. The Supplier shall adequately insure itself for the duration of the Agreement and thereafter remain insured – for as long as is reasonably necessary – against the liability referred to in clause 13 and all other liability it may incur in relation to the Agreement. The Supplier shall be obliged upon first request by N+P to furnish copies of its insurance policies, the policy conditions and receipts of premium payments. Upon request by N+P the Supplier must submit all insurance policies which it is obliged to take out on the basis of the Agreement and these Terms and Conditions – including in any event, but not exclusively, third-party liability insurance and business liability insurance – to N+P for inspection.
- 14.2. If the Supplier can claim any payment under an insurance policy in connection with its liability or possible liability to N+P, the Supplier must ensure that such payments are paid directly to N+P by the relevant insurer(s). If required N+P shall upon its first request be designated as the beneficiary under the relevant insurance policy.
- 14.3. Insurance by the Supplier shall under no circumstance lead to any limitation of its liability, nor to joint liability of N+P.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. The Supplier warrants that the Products (including packaging materials), and the sale, delivery or use thereof do not infringe any third-party intellectual property rights or rights equated with these. The Supplier is liable for any damage arising for N+P as a result of such an infringement or alleged infringement. The Supplier irrevocably and unconditionally indemnifies N+P against third-party claims for compensation of such damage ensuing from any liability which may ensue for N+P at law or otherwise from N+P trading of the Products.
- 15.2. Any intellectual property rights, or rights which may be equated with these, to products, packaging, drawings, images, moulds, samples, designs, descriptions, data and other auxiliary materials furnished by N+P to the Supplier or Products which are manufactured and/or Services performed by the Supplier pursuant to the instructions of N+P accrue to N+P. N+P will also solely be considered as the creator and/or designer of these, regardless of whether it pays or has paid a separate or composite fee for these.
- 15.3. The Supplier undertakes to do anything necessary or appropriate to furnish N+P the rights referred to in clause 15.2. Insofar as necessary, the Agreement in question constitutes the deed in which the Supplier transfers any intellectual property rights vested in it to N+P on the grounds set out in the preceding sentence. If, however, a separate deed is required for that purpose, the Supplier gives N+P unconditional and irrevocable power of attorney by signing the Agreement to sign such a deed in the Supplier's name. If the rights cannot be transferred (or not yet), the Supplier will provide N+P with a worldwide, exclusive and non-terminable licence at no cost. The Supplier hereby declares that it is authorised to execute the transfer of rights as referred to in this

clause 15 and that, if applicable, it has obtained the transfer of all intellectual property rights from the personnel of the Supplier and from third parties engaged by the Supplier or from their personnel, such that the Supplier can transfer the aforementioned rights in the manner and to the extent determined in this clause.

- 15.4. The Supplier relinquishes to N+P any personality rights accruing to it that arose in connection with and resulted from the Products and the Services to the extent to which the applicable legislation allows such relinquishment.
- 15.5. If an Agreement is terminated, N+P is authorised to claim surrender of the results developed and still being developed by the Supplier in connection with the Products and the Services. To the extent that N+P does not require surrender, as soon as possible after termination of the Agreement the Supplier will destroy all copies, electronic and otherwise, it has of results developed and still being developed for N+P in connection with the Products and the Services.
- 15.6. In the event of a breach of any obligation contained in this clause 15, the Supplier will, without further demand or notice of default being required, incur an immediately due and payable charge of GBP 25,000 (twenty five thousand Pounds) for each established breach, plus an amount of GBP 1,000 (one thousand Pounds) per day that such breach continues, without prejudice to the right of N+P to claim full compensation.

16. CONFIDENTIALITY

- 16.1. The Supplier must treat as confidential any information or data which is provided verbally and/or in writing by or on behalf of N+P or otherwise in connection with the performance of any Agreement, such as information on sales, turnover and prices, as well as stipulations, models, drawings, schedules, designs, etc. and which the Supplier knows or reasonably ought to know is secret and/or confidential and/or that disclosure thereof could be damaging to N+P and/or its customers. This obligation will survive the performance or termination of the Agreement (whatever the reason for such termination).
- 16.2. The Supplier will, in writing, oblige its staff and any third parties engaged by it in the performance of the Agreement to maintain the same confidentiality that is referred to in clause 16.1 and it will have these persons sign a confidentiality statement for the benefit of N+P and/or its customers.
- 16.3. The Supplier may not use the written and/or verbal information or data concerned for its own purposes or for those of any third party/parties.
- 16.4. At N+P's request, the Supplier will return to N+P all written information or data provided by N+P and/or its customers to the Supplier for the performance of the Agreement.
- 16.5. The Supplier will in no event disclose or publicise the performance of the Agreement. The Supplier must refrain from using its relationship with N+P, directly or indirectly, for promotional or other purposes or disclose its relationship with N+P to third parties in brochures, advertisements or otherwise, unless N+P has given its prior consent in writing and provided that the Supplier complies with any conditions that N+P has attached to its consent.
- 16.6. The Supplier is liable for all direct and indirect damage sustained by N+P as a result of any breach of the obligations set out in this clause 16 and will, without further demand or notice of default being required, incur an immediately due and payable charge of GBP 50,000 for each identified

breach, to be increased by a sum of GBP 1,000 for each day that the breach continues, without prejudice to N+P's entitlement to claim damages in full from the Supplier. The obligations referred to in this clause 16 will survive the performance or termination of the Agreement (whatever the reason for such termination).

17. EMPLOYEES

- 17.1. The Supplier may not employ staff members who are or who have been employed by N+P or negotiate employment with any such staff members during the term of or for one year after the termination or end of the Agreement. If the Supplier fails to comply with this obligation, it will incur an immediately due and payable charge of GBP 50,000 for each identified breach, without further demand or notice of default being required. In such event N+P may, at its discretion, terminate the Agreement without any liability whatsoever towards the Supplier and without prejudice to its right to claim damages in full from the Supplier.
- 17.2. The parties are not allowed to offer gifts, compensation or other benefits to the other party, its staff or any third parties engaged by the other party, unless with the parties' prior consent in writing.

18. MISCELLANEOUS

- 18.1. Nullity, annulment or the ineffectiveness of any provision of the Terms and Conditions does not affect the validity of the remaining provisions. If one or more provisions are/become null and void, annulled or ineffective, N+P and the Supplier shall adopt alternative provisions which are valid and which correspond most closely to the content and purpose of the provisions that have transpired to be void, annulled or ineffective.
- 18.2. N+P's rights and obligations under any Agreement and/or these Terms and Conditions may be assigned, pledged or transferred wholly or in part to third parties, in terms of both the law of obligations and the law of property. The Supplier hereby grants its consent to N+P to implement these aforementioned provisions at any time and undertakes to render any further assistance necessary in that regard at any time in the future. The Supplier's rights and obligations under any Agreement or these Terms and Conditions may not, however, be assigned, pledged or transferred to third parties, in terms of either the law of obligations or the law of property, unless N+P has given its prior consent in writing. If the Supplier fails to observe these provisions vis-à-vis N+P, it will incur an immediately due and payable charge of GBP 500,000 for each identified breach, without further demand or notice of default being required and without prejudice to N+P's entitlement to damages in full.
- 18.3. A person who is not a party to the contract incorporating the Terms and Conditions has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract.
- 18.4. Amendments or additions to any provision in these Terms and Conditions shall only be valid if agreed to by the parties concerned in writing.
- 18.5. The headings and chapters in these Terms and Conditions serve exclusively for ease of reading and do not affect the content and meaning of the provisions in these Terms and Conditions.

19. CHOICE OF LAW AND FORUM



- 19.1. The law of England and Wales , is applicable to all commitments between N+P and the Supplier, to these Terms and Conditions, any issues, claims or disputes and all non-contractual obligations arising therefrom or relating thereto. The applicability of the United Nations Convention on Agreements for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.
- 19.2. All disputes or claims regarding, arising from or relating to an Agreement entered into, quotation received, offer requested, or order placed by N+P, as well as all assignments to which these Terms and Conditions apply wholly or in part, these Terms and Conditions themselves and non-contractual obligations arising therefrom or related thereto, will be submitted exclusively to the courts of England and Wales.