

GENERAL TERMS AND CONDITIONS OF THE DUTCH LEGAL ENTITIES IN THE N & P GROUP

A. General part

1. DEFINITIONS

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

- 1.1 Conditions: these general terms and conditions.
- 1.2 N&P: N & P Beheer B.V. (56358598) and/or any of its group companies within the meaning of article 2:24b of the Dutch Civil Code.
- 1.3 Recipient: any natural person or legal entity or partnership which is a party to or involved in an act or legal act referred to in clause 2.1 which pertains to the delivery of Materials by N&P to it, or to which an act or legal act referred to in that clause is directed or from which a request as referred to therein derives.
- 1.4 Supplier: any natural person or legal entity or partnership which N&P requests to deliver Materials, and/or to which N&P submits a request for a quote and/or places an assignment or order regarding the delivery of Materials to N&P, irrespective of whether an agreement in accordance with clause 3.4 of these General Terms and Conditions is entered into.
- 1.5 Materials: any substance, material or object which the Supplier, N&P or any other party delivers, discards, or intends to deliver or discard, excluding toxic, radioactive or (other) hazardous substances, fluids, objects, products, or materials.

2. APPLICABILITY

- 2.1 In the event of delivery of Materials to N&P by the Supplier: only these Conditions apply to all requests to submit a quote, make an offer, place an order and to all assignments and agreements, whether verbally or in writing, in connection with the purchase, sale and/or delivery of Materials by any Supplier to N&P, unless expressly stated otherwise in writing.

In the event of delivery of Material by N&P to the Recipient: only these Conditions apply to all quotes, offers, confirmations of orders, deliveries of Materials and invoices of N&P to the Recipient, to every order/assignment by the Recipient to N&P, to all agreements between N&P and the Recipient, as well as to each request by the Recipient for the delivery of Materials by N&P to the Recipient, irrespective of whether an agreement is/has been entered into between N&P and the Recipient.

- 2.2 General or other conditions used by the Recipient or Supplier are not applicable. Stipulations which differ from these Conditions and/or supplement these Conditions may only be relied on by the Recipient or 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 Conditions and shall apply exclusively to the agreement in respect of which this has been expressly agreed upon in writing. If the Recipient or the Supplier is of the opinion that different and/or supplementary stipulations exist that have been agreed upon the Recipient or Supplier must also provide evidence of such existence and agreement.
- 2.3 By accepting these Conditions the Recipient or Supplier also agrees to the applicability of these Conditions to all future agreements between N&P and the Recipient or Supplier and to all

quotes, offers, orders/assignments and any request to submit such, to the delivery of Materials and requests therefor.

- 2.4 In the event of a conflict between these Conditions and any agreement(s) entered into between N&P and the Recipient or Supplier, the agreement(s) will prevail. If these 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 or the Recipient shall always be binding, unless expressly agreed otherwise in writing with N&P. Offers and quotes by the Supplier or the Recipient shall be valid and irrevocable for at least 30 (thirty) days, unless expressly agreed otherwise in writing with N&P.
- 3.2 All offers and quotes by N&P, as well as all orders/assignments by the Supplier or the Recipient, 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 Recipient in writing.
- 3.3 In the event of delivery of Materials by N&P: The Recipient shall be obliged to promptly provide N&P with all necessary information required for preparing an offer or quote for the Recipient and for the correct implementation of the agreement.
- 3.4 An agreement between (i) N&P and the Supplier and (ii) N&P and the Recipient comes into existence – whichever occurs first – if and as soon as:
- (i) the Supplier and N&P / the Recipient and N&P have signed the agreement in question;
 - (ii) N&P places an assignment with the Supplier or the Recipient and no written rejection of that assignment is sent by the Supplier or the Recipient to N&P within 5 (five) days of receipt of that assignment; such assignment shall then be deemed to have been accepted and a legally binding agreement shall have come into existence. If and insofar as the Supplier or the Recipient receives an assignment from N&P which contains obvious typing errors, the same assignment is sent more than once, or (an) incorrect enclosure(s) is/are included, the Supplier and/or the Recipient shall be obliged to contact N&P in this regard in writing immediately after receipt thereof; in these instances no agreement shall come into existence between N&P and the Supplier respectively the Recipient until such time as N&P has confirmed with the Supplier respectively the Recipient that such is indeed intended and the necessary corrections have been made. The records of N&P will be binding in respect of the content of every agreement. The execution of assignments issued verbally can only take place after N&P has confirmed the relevant assignment in writing with the Supplier respectively the Recipient.
- (i) N&P has sent the Supplier or the Recipient (i) a written confirmation of the order/assignment, in which case the date of that confirmation will be decisive, or (ii) 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 respectively the Recipient. The confirmation of the order/assignment or invoice or advance invoice will be deemed to reflect the agreement in full, including the applicability of the Conditions.
- 3.5 Upon the formation of an agreement all earlier verbal and written agreements between the parties with regard to the subject of that same agreement will lapse, unless the parties have agreed otherwise in that agreement. If the Recipient or the Supplier is of the opinion that other

agreements or contractual arrangements exist, the Recipient or Supplier must provide evidence thereof.

- 3.6 Every agreement which is formed between N&P and the Recipient or Supplier in accordance with clause 3.4 constitutes a separate agreement between N&P and the Recipient or Supplier.
- 3.7 Any forecasts, including but not limited to quantities of Materials (to be) collected by or delivered to N&P which are provided by N&P to the Supplier or Recipient, are non-binding. The Supplier nor the Recipient can hold N&P liable in any way in respect of any such forecast.

4. PRICES AND PAYMENT IN CASE OF I. OR II.:

- I. the Supplier must pay N&P an amount for the delivery of Materials by the Supplier to N&P; or**
- II. the Recipient must pay N&P an amount for the delivery of Materials by N&P to the Recipient**

- 4.1 Unless expressly agreed otherwise in writing, the prices agreed between (I.) N&P and the Supplier and (II.) N&P and the Recipient shall be:
- based on the prices included in the agreement;
 - in case of:
 - the delivery of Materials by the Supplier to N&P: based on DPU (unless a different Incoterm is included in the agreement, in which case that Incoterm applies), 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);
 - the delivery of Materials by N&P to the Recipient: based on FCA (unless a different Incoterm is included in the agreement, in which case that Incoterm applies), 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);
 - exclusive of Dutch VAT, costs of transport, loading, unloading and insurance, (arranging) permits, licences and (other) approvals, import duties, excise duties and other taxes, levies and government charges.
 - stated in EUROS, while any exchange rate differences, costs or changes shall or may be passed on by N&P to the Supplier or the Recipient, as the case may be.
- 4.2 N&P shall have the right at all times, even after formation of the agreement, to change the price, for example in the event of an increase in the price(s) of raw materials, fuels, gas, energy, materials and auxiliary materials, wages and/or in other costs. N&P shall notify the Supplier or the Recipient, as the case may be, of any such price change(s) and the cause thereof as soon as possible. The Supplier and the Recipient shall each be obliged to pay the price(s) changed in accordance with this clause, unless the Supplier or the Recipient – as the case may be – explicitly agrees otherwise in writing with N & P after joint discussion (only to be initiated immediately after receipt of the price change notification from N&P) has taken place between the parties to the agreement concerned.
- 4.3 Payment by the Recipient or the Supplier – as the case may be – to N&P must take place without set-off or suspension and without deduction of any discount within 14 (fourteen) days of the invoice date by means of a deposit or transfer to a bank account designated by N&P. N&P shall be entitled to require payment of an advance and settlement thereof by (I.) the Supplier prior to commencing the delivery of Materials to N&P and (II.i) the Recipient prior to commencing the delivery of Materials to the Recipient. The settlement date stated on the bank statements of N&P shall be decisive and is therefore deemed to be the payment date.

- 4.4 The Supplier or the Recipient – as the case may be – must upon request by N&P provide security, in a manner and within a period of time to be determined by N&P, for the prompt and correct performance of their obligations.
- 4.5 If the Supplier or the Recipient – as the case may be – fails to comply with its payment obligations promptly, in full or at all, it shall be deemed to be in default by operation of law and the amount owed by the Supplier or the Recipient – as the case may be - shall be immediately due and payable without further demand or notice of default, plus interest at 1.5% (one and a half percent) per month, calculated on the amount or remaining amount owed by the Supplier or the Recipient – as the case may be - from the first day after the expiry of the agreed payment period, without prejudice to the right of N&P to claim any additional loss and/or costs due to exchange rate movements.
- 4.6 All judicial and extrajudicial costs incurred by N&P in collecting amounts due to it shall be borne by the Supplier or the Recipient, as the case may be. The extrajudicial costs shall be at least 15% (fifteen percent) of the amount due (including the interest referred to in clause 4.5) subject to a minimum of EUR 500 (in words: five hundred euros), without prejudice to the right of N&P to claim the actual costs, should these prove to be higher.
- 4.7 Every payment made by the Supplier or the Recipient – as the case may be – shall be deemed firstly to be payment of any outstanding costs, then of any interest owed and after full settlement thereof shall be deemed to be payment of the oldest outstanding invoice, irrespective of whether the Supplier or the Recipient stated otherwise when making the payment.
- 4.8 The Supplier and the Recipient shall never be entitled to set off any debt, whether disputed or otherwise, to N&P against any debt, whether disputed or otherwise, of N&P to the Supplier or the Recipient - as the case may be - or to suspend the payment of such a debt.
- 4.9 If the Supplier or the Recipient – as the case may be – fails to comply with its payment obligations promptly, in full or at all, N&P shall be entitled at its own discretion to suspend the implementation of the agreement in question and any other agreements between the parties or to terminate any agreement with the Supplier or the Recipient, as the case may be, in full or in part, without incurring any liability for compensation towards the Supplier or the Recipient. N&P shall furthermore be entitled to claim compensation from the Supplier or the Recipient – as the case may be – if the Supplier or the Recipient fails to comply with its obligations under the agreement in question or any other agreement in full, promptly, properly or at all.
- 4.10 Complaints regarding invoices or advance invoices must be submitted to N&P in writing within 8 (eight) days of the invoice date, specifying the nature and reason of the complaints. If an invoice or advance invoice contains (an) error/errors, no costs resulting from such error/errors shall be chargeable to N&P. After expiry of the said period of 8 (eight) days the Supplier or the Recipient -as the case may be - shall be deemed to have approved the invoice or advance invoice. In that event complaints relating thereto will no longer be considered by N&P. If the Supplier or the Recipient should have a complaint regarding part of an invoice, this shall not affect its payment obligation with regard to the remaining undisputed part of the invoice.

5. PRICES AND PAYMENT CONDITIONS IN CASE OF I. OR II.:

- I. **N&P must pay the Supplier an amount for the delivery of Materials by the Supplier to N&P**
- II. **N&P must pay the Recipient an amount for the delivery of Materials by N&P to the Recipient**

- 5.1 Unless expressly agreed otherwise in writing, the prices agreed between (I.) N&P and the Supplier and (II.) N&P and the Recipient shall be
- fixed;
 - in case of:
 - the delivery of Materials by the Supplier to N&P: based on DPU (unless a different Incoterm is included in the agreement, in which case that Incoterm applies), 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);
 - the delivery of Materials by N&P to the Recipient: based on FCA (unless a different Incoterm is included in the agreement, in which case that Incoterm applies), 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);
 - inclusive of (Dutch) VAT, costs of packaging, transport, loading, unloading and insurance, (arranging) permits, licences and (other) approvals, import duties, excise duties and other taxes, levies and government charges;
 - stated in EUROS, while any exchange rate differences, costs or changes shall be borne by the Supplier and/or the Recipient, as the case may be, and shall therefore not be passed on to N&P.
- 5.2 The Supplier or the Recipient – as the case may be – shall invoice N&P for the amount owing in connection with the delivery of Materials by the Supplier to N&P respectively by N&P to the Recipient, as the case may be, no earlier than on or after the delivery period/date of these Materials.
- 5.3 Payment by N&P shall take place only on the basis of a properly itemised invoice of the Supplier or the Recipient, as the case may be, to N&P, that is to say a comprehensive and clearly legible invoice specifying at least:
- i. in case of an invoice of the Supplier: the nature, type, amount and weight of the Materials delivered;
 - ii. in case of an invoice of the Recipient: route/track number and weight of the Materials delivered,
- as well as the other information as requested from time to time by N&P.
- 5.4 Provided that the invoice received meets the requirements in clause 5.3 – failing which N&P shall have the right to request a new invoice which does conform to the requirements in clause 5.3 – payment of the Supplier's or the Recipient's invoice – provided this has been approved by N&P – shall take place – if possible – within 90 (ninety) days after N&P has received the invoice concerned, has – if applicable – inspected and/or checked the Materials delivered and has established that the delivery has been carried out to its satisfaction, and unless N&P believes that it can rely on set-off or suspension of payment.
- 5.5 N&P cannot be obliged by the Supplier or the Recipient to make any advance payments, nor to provide security for the performance of its obligations.
- 5.6 N&P shall be entitled to set off any amount that the Supplier or the Recipient - as the case may be - owes to N&P – for whatever reason – against that which N&P owes to the Supplier respectively the Recipient, regardless of whether this amount is due and payable. N&P shall in all cases be entitled to claim any necessary costs from the Supplier or the Recipient - as the case may be - which N&P has incurred in respect of Materials delivered and – if it so wishes –

to set this off against any outstanding claim of the Supplier respectively the Recipient against N&P.

6. SUSPENSION AND TERMINATION

6.1 If and as soon as:

- (i) the Supplier or Recipient has failed to comply with, or has not promptly or properly complied with one or more of its obligations under these Conditions or pursuant to any agreement with N&P;
- (ii) third parties allege rights over the property of the Supplier or Recipient or (part of) their assets are attached;
- (iii) the Supplier or Recipient applies for a moratorium or bankruptcy or a moratorium or bankruptcy is/has been applied for in respect of the Supplier or Recipient, the Supplier or Recipient enters into a payment arrangement with one or more of its creditors or otherwise creates the impression of being or becoming insolvent;
- (iv) the Supplier or Recipient (if a natural person) dies, is placed under guardianship or administration or becomes party to a debt management plan;
- (v) the Supplier or Recipient proceeds to the dissolution or liquidation, voluntarily or otherwise, of its enterprise, the enterprise is continued in a different legal form or the registered or actual office is moved to a different country, the direct or indirect control over the Supplier or Recipient is transferred to a third party, the management of the Supplier or Recipient is drastically changed;
- (vi) the Supplier or Recipient transfers the rights under any agreement to which these Conditions are applicable to a third party,

N&P shall have the right at its own discretion to suspend its obligations to the Supplier or Recipient for whatever reason, until the Supplier or Recipient has fully complied with its obligations to N&P and/or to terminate the agreement(s) concerned in whole or in part, in all cases without judicial intervention, by means of a written declaration and without incurring any liability to the Supplier or Recipient for any damage, costs and interest in this regard and such without prejudice to the right of N&P to claim full compensation.

6.2 In addition to the provisions of clause 6.1 all claims of N&P against the Recipient or Supplier, for whatever reason, shall be immediately due and payable without further demand or notice of default.

6.3 In the event of delivery of Materials to N&P: Notwithstanding the provisions of clause 6.1, 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 Conditions or pursuant to any agreement with N&P, 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.

6.4 In the event of delivery of Materials to N&P: If the Supplier is prevented from implementing the agreement as a result of force majeure, the Supplier shall be obliged to immediately inform N&P of this in writing – upon submission of proper reason(s) constituting force majeure – and to provide sufficient evidence substantiating the force majeure situation if the Supplier fails to inform N&P immediately in writing of a case of force majeure or fails to provide the said evidence by return to N&P, then the Supplier shall forfeit its right to rely on force majeure. In the event of

force majeure N&P shall have the right to terminate the agreement entirely or to the extent that it has not been implemented or executed, without any notice of default or judicial intervention being required, while the provisions of clause 6.1 of these Conditions shall for the rest remain fully applicable.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All descriptions, technical information, specifications and/or other documents provided by N&P or – if applicable – its supplier(s)/licensor(s) – to a Supplier or Recipient which can be/are subject to any intellectual property or similar right shall remain the property of N&P or – if applicable – its supplier(s)/licensor(s), and shall be returned to N&P upon request.
- 7.2 The Supplier guarantees that the delivery of the Materials supplied by it and the use by N&P (including the redelivery) shall not infringe - in the broadest sense - any intellectual property right of any third parties; the Recipient guarantees that the receipt by it of Materials, shall not infringe - in the broadest sense - any intellectual property right of third parties.
- 7.3 Both the Supplier and the Recipient each in turn indemnify N&P against all damage and costs arising from any (legal) claims by third parties on account of infringement or alleged infringement of intellectual property rights of third parties relating directly or indirectly to the execution of the agreement by the Supplier respectively the Recipient, whereas in such event the Supplier respectively the Recipient shall compensate N&P for all damage and costs resulting therefrom.
- 7.4 In the event of a breach of any obligation contained in this clause 7, the Supplier or Recipient shall, without further demand or notice of default, incur an immediately due and payable penalty that may not be set off of EUR 50,000 (in words: fifty thousand euros) for each established breach, plus an amount of EUR 1,000 (in words: one thousand euros) per day that such breach continues, without prejudice to the right of N&P to claim full compensation.

8. CONFIDENTIALITY

- 8.1 The Supplier or Recipient shall in no manner whatsoever disclose information to third parties regarding the existence and/or the content of any agreement or regarding other information and particulars which the Supplier or Recipient knows or should reasonably know are secret and/or confidential and/or that publication is or could be harmful to N&P, including – but not limited to – prices, turnover figures, partners/customers/suppliers/recipients of N&P and other particulars regarding the business of N&P, except to the extent that is strictly necessary for the execution of any agreement concluded or if disclosure must take place because the applicable law or a competent governmental authority so requires. The Supplier respectively the Recipient shall impose the same duty of confidentiality on its employees, shareholders and third parties which it has engaged.

9. LIABILITY OF N&P

- 9.1 N&P shall not be liable (I) for any damage caused by (i) a failure with regard to the Supplier or the Recipient, irrespective whether the failure is attributable or not, ii) Materials delivered by the Supplier, iii) Materials delivered to the Recipient, iv) an unlawful act against the Recipient or the Supplier, v) the provision of incorrect, incomplete or unreliable information or data to the Supplier or the Recipient, or (II) on any other (legal) ground, unless the damage in question were caused by intentional or wilful recklessness on the part of the board of directors or executive employees belonging to the management of N&P.

- 9.2 N&P shall under no circumstances be liable for any trading loss, consequential damage and/or indirect damage including, but not limited to, loss of profits or of turnover and non-economic loss, by the Recipient.
- 9.3 Notwithstanding the above, the liability of N&P shall in all cases be limited to EUR 3,000,000 (three million euros) or – should this be less – the amount covered by the (business) liability insurance taken out by N&P and actually paid out in the specific case.

10. INSURANCE

- 10.1 Both the Supplier and the Recipient shall each adequately insure itself for the duration of the agreement and thereafter remain insured – for as long as is reasonably necessary – against liability each may incur in relation to the agreement. Both the Supplier and the Recipient shall each 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 both the Supplier and the Recipient must each submit all insurance policies which it is obliged to take out on the basis of the agreement and these Conditions – including in any event, but not exclusively, third-party liability insurance and business liability insurance – to N&P for inspection.
- 10.2 If the Supplier or the Recipient can claim any payment under an insurance policy in connection with its liability or possible liability to N&P, the Supplier respectively the Recipient 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.
- 10.3 Insurance by the Supplier and/or the Recipient shall under no circumstance lead to any limitation of their liability, nor to joint liability of N&P.

11. COMPLIANCE

- 11.1 Both the Supplier and the Recipient each warrant that it, its personnel and third parties engaged by it:
- (i) shall at all times comply with all applicable Dutch, international, local, regional and European legislation, regulations, rules and treaties, decisions and decrees including, but not limited to, relating to (the storage, transport, management, processing, collection, trade of and any and all activities regarding) (waste) materials (including but not limited to Materials), substances and products (including but not limited to (amended) Directive 2008/98/EC on waste, (amended) Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste ("EVOA"), the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes, the Dutch Environmental Management Act, and any amended and replacing versions thereof), competition, safety, environment, privacy, sanctions, the performance of work and the engagement of staff (all of the foregoing collectively: "**Applicable Law**");
 - (ii) shall at all times comply with N&P's Modern Slavery Statement and Human Trafficking Policy (www.npgroup.com/hubfs/Documents/Certificates/NP_UK_Modern_Slavery_Statement.pdf).
 - (iii) have obtained and readily available all licences, permits, exemptions or other government permissions required for all its activities under the Applicable Law, and will furnish copies thereof to N&P at the first request of N&P.

12. FORCE MAJEURE

Force majeure of the Supplier or Recipient

- 12.1 In these Conditions force majeure of the Supplier or of the Recipient shall mean a circumstance independent of the will of the Supplier or the Recipient (as the case may be), which the Supplier respectively the Recipient could not have been able to influence and as a result of which N&P cannot reasonably demand performance by the Supplier respectively the Recipient. This shall in any event not include default by third parties (including, but not limited to, sub-suppliers) vis-a-vis the Supplier or the Recipient, as a result of which the Supplier respectively the Recipient 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 (including, but not limited to Materials), of gas, electricity or other source of energy, of procurement, transport or of any other kind of/by the Supplier respectively the Recipient or shortage of staff or personnel of the Supplier respectively the Recipient.

Force Majeure of N&P

- 12.2 In these Conditions force majeure shall mean every circumstance independent of the will of N&P, even if such circumstance was foreseeable at the time of the conclusion of the agreement, which prevents performance of the agreement on the part of N&P, either permanently or temporarily, in full or in part. This shall include: transport and energy problems in the broadest sense, cost/price increases, fire, accidents, import and export restrictions, war (risk of war, war damage and consequences thereof), terrorism, mobilisation, state of siege and other disturbances, epidemics, pandemics, natural disasters, extreme weather conditions, government measures, factory occupations, serious interruptions in the business of N&P such as strikes, boycotts, excessive absenteeism due to sickness and other business disruptions, as well as the impossibility of performance of the agreement due to fault on the part of (sub)suppliers of N&P, shortages of raw materials (including, but not limited to Materials) or of persons or auxiliary persons or items engaged by N&P for the performance of the agreement, import and export prohibitions or other legal impediments domestically and/or abroad as well as facts and circumstances of an economic nature.
- 12.3 In the event of force majeure N&P shall be entitled, at its own discretion, to suspend the performance of its obligations under the agreement or to terminate or cancel the agreement without judicial intervention. Such suspension or termination/cancellation shall not render N&P liable for any payment of compensation for damages.

13. CLAIMS

- 13.1 Unless the parties expressly agree otherwise in writing, or these Conditions provide otherwise, any claim of
- (i) the Supplier against N&P shall in all cases lapse after 1 (one) year from the time of the supply/delivery of the Materials to N&P.
 - (ii) the Recipient against N&P shall in all cases lapse after 1 (one) year from the time of the supply/delivery of the Materials to the Recipient.

14. MISCELLANEOUS

- 14.1 N&P shall at all times be entitled to engage third parties for the performance of the agreement, should it consider it necessary or desirable to do so.

- 14.2 Nullity, annulment or the ineffectiveness of any provision of the 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 or the Recipient 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.
- 14.3 N&P shall be entitled to transfer its rights and obligations arising from these Conditions and/or any agreement to another company belonging to the N&P group. Both the Supplier and the Recipient each grant N&P permission, if the situation arises, to implement the provision contained in the preceding sentence and undertakes in advance to provide all further cooperation which may be needed for this.
- 14.4 The rights and obligations arising from these Conditions shall not be transferable by either the Supplier or the Recipient, unless N&P specifically agrees to this in writing with the Supplier or Recipient.
- 14.5 Amendments or additions to any provision in the Conditions shall only be valid if agreed to by the parties concerned in writing.
- 14.6 The headings and chapters in these Conditions serve exclusively for ease of reading and do not affect the content and meaning of the provisions in these Conditions.
- 14.7 The Conditions are drawn up in the English language and translated into various other languages. In the event of differences in the text and/or interpretation between these different versions, the English version of the Conditions shall always be decisive and binding.

15. CHOICE OF LAW AND FORUM

- 15.1 Dutch law shall be applicable to all obligations existing between N&P and the Supplier or the Recipient, to these Conditions and to all extra-contractual obligations arising therefrom or relating thereto, with the exception of the rules of conflict of laws of Dutch private international law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is also expressly excluded.
- 15.2 All disputes concerning or arising from or relating to an agreement entered into by N&P or:
(i) a request to submit a quote or make an offer or place an order and to all assignments;
(ii) an offer or quote;
to which these Conditions are applicable in whole or in part, to these Conditions as well as to all extra-contractual obligations arising therefrom or relating thereto, shall – unless the parties settle out of court – be adjudicated exclusively by the competent location of the Court of Limburg.

B. Additional Conditions concerning the delivery of Materials by any Supplier to N&P

16. GENERAL

- 16.1 The clauses in this Section B. shall apply in addition to the abovementioned general provisions in Section A. In the event of a conflict between any clauses in this Section B. and any clauses in Section A., the clauses in this Section B. shall prevail.

17. DELIVERY, DELIVERY PERIOD, TRANSPORT AND RISK

- 17.1 Unless N&P and the Supplier have expressly agreed otherwise in writing, deliveries of Materials shall take place based on DPU (unless a different Incoterm is included in the agreement, in which case that Incoterm applies), 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 in writing agreed in a particular agreement to an alternative form of delivery, this alternative form of delivery shall only apply to this particular agreement and not to other agreements between the same parties. Deliveries of Materials shall take place in accordance with the acceptance conditions of N&P as included in the agreement between N&P and the Supplier.
- 17.2 Irrespective of the applicable Incoterm agreed upon by the parties, the risk and ownership of the Materials passes to N&P at the time the Materials (i) have been delivered to N&P in accordance with the applicable acceptance conditions of N&P and (ii) have been accepted in writing by N&P.
- 17.3 The delivery of Materials shall take place on the agreed delivery date or within the agreed delivery period and at the place mentioned in the agreement. The agreed delivery date or delivery period is definitive and final, unless N&P and the Supplier have expressly agreed otherwise in writing. If and as soon as the Supplier has any indication that the agreed delivery date or delivery period will be or is likely to be exceeded, the Supplier shall be obliged to communicate this immediately to N&P in writing together with a statement of reasons and the possibly delay. If the Supplier wishes in this context to rely on force majeure vis-à-vis N&P pursuant to clause 12.1, it must provide N&P with evidence which sufficiently indicates the existence of a breach that is not attributable to the Supplier. If the Supplier (in the event of force majeure) fails to send such immediate written communication to N&P or fails to provide the aforementioned evidence to N&P by return mail, the Supplier waives its right to rely on force majeure.
- 17.4 If the Supplier exceeds the agreed delivery date or delivery period or is in breach with regard to the number and/or nature of the Materials to be delivered, N&P will notify the Supplier of this in writing. If the Supplier does not deliver the Materials in question or fails to cure the breach within five (5) days after the notification mentioned in the previous sentence is sent by N&P, the Supplier shall be in immediate default without further demand or notice of default being required. N&P shall in that case 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. N&P shall under no circumstances be obliged to accept and/or receive the Materials, unless N&P has agreed to such later delivery in writing.
- 17.5 Notwithstanding the provisions of clause 17.4 the parties shall consult with each other about whether the situation that has arisen can nevertheless be resolved to the satisfaction of N&P, and if so in what way. If the agreed delivery date or delivery period is exceeded, N&P shall have the right to arrange additional means of transport for transporting the Materials and to charge the Supplier for the costs arising from this.
- 17.6 Unless N&P and the Supplier have expressly agreed otherwise in writing, the loading and unloading of Materials shall take place at the expense and risk of the Supplier. The Supplier shall be liable to N&P for all damage caused to materials, transport vehicles/vessels or equipment of N&P incurred during or relating to the loading and unloading, including loss due to delay.
- 17.7 If the Materials do not comply with the agreement between the Supplier and N&P and/or the Materials are refused by the Recipient, N&P shall be entitled to transport, store and/or have the

Materials stored at the expense and risk of the Supplier. After a period of five (5) days N&P shall be entitled to offer the Materials to any third party or have them disposed of, in which event any damages (for instance higher prices charged by that third party) and all costs incurred shall be at the expense of the Supplier and must be compensated to N&P at its first request, without prejudice to any other rights of N&P.

18. OBLIGATIONS OF THE SUPPLIER

Characteristics and samples

- 18.1 Before delivery of the Materials, the Supplier shall provide N&P with a clear written description of the characteristics, nature, origin, shape, size, weight, quantity, properties and composition as well as the hazard classes of the Materials, and shall also provide N&P with such information at each and any request of N&P before or after the delivery of the Materials. The Supplier warrants that all information and documentation provided to N&P is at all times correct, complete, accurate and timely provided. All information and documentation provided by the Supplier is binding on the Supplier.
- 18.2 The Supplier warrants that:
- (i) the Materials (to be) delivered:
 - a. correspond in terms of characteristics, nature, origin, quantity, properties and composition to what the parties have agreed upon;
 - b. do not contain any toxic, radioactive or (other) hazardous, substances, fluids, products, or materials;
 - c. are suitable for (safe) transport, redelivery to third parties, trade, management, disposal and (further) processing;
 - d. be free of rights or restricted rights and attachments.
 - (ii) the Materials (to be) delivered and all (other) activities of the Supplier under the Agreement, will at all times be in accordance with all applicable Dutch, international, regional, local 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 Arboret (Working Conditions Act), the Wet arbeid vreemdelingen (Foreign Nationals Employment Act) and the Wet op de identificatieplicht (Compulsory Identification Act);

Inspection, complaints, safety of premises

- 18.3 The Supplier is obliged to subject the Materials to a thorough inspection prior to supply/delivery to N&P.
- 18.4 N&P shall be entitled at any time prior to or after supply/delivery of the Materials to inspect or examine the Materials or have the Materials inspected or examined at the expense of the Supplier. The Supplier shall be obliged to cooperate therewith. The Supplier is obligated prior to or after supply/delivery of the Materials to provide N&P with all samples of the Materials as requested by N&P and to allow N&P to take such samples itself at the premises of the Supplier or elsewhere, for analysis by N&P. The costs involved in taking the examples and the analysis thereof, will be borne by the Supplier.
- 18.5 Inspection or examination of Materials, and taking and analysing samples, by or on behalf of N&P cannot be interpreted as a waiver of any right of N&P under these Conditions or as an

acknowledgement of the Materials supplied/delivered or to be delivered meeting the agreement, the requirements and/or these Conditions and shall not discharge the Supplier from any liability in this respect.

- 18.6 If after an inspection or examination N&P is of the opinion that the Materials fail to meet the agreement, their requirements and/or these 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 of the defective Materials or part thereof and/or supply/delivery of Materials 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 Conditions or the applicable law.
- 18.7 If the Materials had already been supplied/delivered by the Supplier prior to inspection or examination having taken place and the agreement is subsequently terminated by N&P on the basis of this inspection or examination, the Supplier shall collect the Materials from N&P within 5 (five) days of receipt of the notification referred to in clause 18.6. If this period expires without the Supplier having collected the Materials, N&P shall be entitled to have the Materials transported by a third party at the expense and risk of the Supplier to an address of or in use by the Supplier which is known to N&P. If the Materials have already been paid for by N&P, the Supplier shall immediately refund the amount paid by N&P plus statutory interest pursuant to Section 6:119a DCC from the date of payment by N&P up through the date on which the amount is refunded.
- 18.8 The Supplier warrants that (i) all equipment and materials used by it or third parties engaged by it are suitable and safe for the delivery of the Materials and other activities performed under the agreement (ii) the site(s) and buildings of the Supplier are safe and suitable for the storage of any Materials and for entry by (personnel of) N&P.

Notifications and documentation

- 18.9 Unless N&P and the Supplier expressly agree otherwise in writing, the Supplier will timely arrange and submit the notification for the shipment of the Materials as meant in the EVOA (if applicable), as well as all other notifications, forms, statements and (other) documentation as required or requested under the EVOA, the Applicable law or required by any governmental authority regarding (the shipment of) the Materials (including but not limited to the (absence) of hazardous materials) and provide N&P with copies of such documentation and all other information and documentation that are or reasonably could be relevant in this respect.
- 18.10 Upon delivery of the Materials, the Supplier will provide N&P with all relevant and necessary documentation regarding the shipment of the Materials, including a correctly completed (CMR) waybill, and any other documentation as required by N&P.

Take-back

- 18.11 In case of a take-back if the shipment of the Materials cannot be completed, as provided for in the EVOA, the Supplier will fully cooperate with the handling of such take-back and provide N&P with all assistance needed in this respect. The Supplier will be liable for all costs incurred and damages suffered by N&P in connection with a take-back, including but not limited to the damages and costs in connection with and for (additional) shipment, storage and disposal of the Materials and contractual and other claims of third parties (such as Recipients).

Engagement of third parties

- 18.12 If the Supplier wishes to engage third parties for implementation or execution of the agreement with N&P, the Supplier shall only proceed to do so after consultation with and after having obtained written consent from N&P.

19. LIABILITY

- 19.1 The Supplier shall be fully liable, without any limitation of liability being applicable, for:
- (i) all damages – direct or indirect – which N&P, Recipients and/or their customers and partners may suffer or incur as a result of any (attributable or non-attributable) default in the performance of the agreement or any unlawful act by the Supplier;
 - (ii) all damages – direct or indirect – caused to N&P, employees or staff of N&P or other third parties (whether or not engaged by N&P) or caused to any property of the parties referred to in this clause, by Materials supplied by the Supplier;
 - (iii) any misconduct or any negligence – intentional or otherwise – of the Supplier, its staff or third parties engaged by it;
 - (iv) all costs incurred by N&P in connection with the provisions of this clause, including the full costs of defending legal claims by customers, Recipients, partners or other third parties and the full costs of legal assistance. The Supplier shall be obliged to refund these costs within 14 (fourteen) days of N&P claiming payment thereof from the Supplier.

“Damages – direct or indirect – ” includes, but is not limited to, trading loss and/or consequential damages including, but not limited to, loss of profit or turnover and non-economic damage of N&P and/or its customers, partners, Recipients or other third parties and damage caused to the good name and reputation of N&P.

- 19.2 The Supplier indemnifies N&P against all claims of customers, Recipients, partners and other third parties based on any type of damages (i) caused by Materials delivered by the Supplier to N&P, (ii) resulting of any unlawful act by the Supplier, non-compliance or partial non-compliance by the Supplier with the agreement, these Conditions, instructions given by N&P and/or its customers or other requirements or statutory requirements. In this context “third parties” includes, but is not limited to, staff and employees of N&P, transporters, parties to which N&P has (re)delivered Materials and those carrying out work under assignment by or on behalf of N&P and “damages” includes, but is not limited to, damage caused to the good name and reputation of N&P.
- 19.3 If N&P considers it desirable or is/becomes obliged to do so by a Recipient, it shall be entitled to take measures to prevent damage or further damage as set out in the sub-clauses above, for example by destroying or storing Materials before delivery to the Recipient. In that event the Supplier shall be liable for all costs incurred and damage suffered by N&P in connection with these measures.

C. Conditions concerning the delivery of Materials by N&P to any Recipient

20. GENERAL

- 20.1 The clauses in this Section C. shall apply in addition to the abovementioned general provisions in Section A. In the event of a conflict between any clauses in this Section C. and any clauses in Section A., the clauses in this Section C. shall prevail.

21. DELIVERY PERIOD, DELIVERY, TRANSPORT AND RISK

- 21.1 Unless N&P and the Recipient have expressly agreed otherwise in writing, deliveries of Materials shall take place based on FCA (unless a different Incoterm is included in the

agreement, in which case that Incoterm applies), 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 in writing in a particular agreement to an alternative form of delivery, this alternative form of delivery shall only apply to this particular agreement and not to any other agreements between the same parties.

- 21.2 The ownership of the Materials passes to the Recipient at the time of actual supply/delivery of the Materials to the Recipient. From the time the Materials are offered at the agreed location, the Materials shall be at the expense and risk of the Recipient, irrespective of the applicable Incoterm agreed upon by the parties and irrespective whether the Materials are accepted by the Recipient.
- 21.3 The delivery periods and delivery dates stated by N&P are target periods and target dates, which shall only be considered approximate and never as final delivery periods or delivery dates.
- 21.4 If a delivery period is exceeded, the Recipient shall under no circumstances be entitled to payment of any amount under the agreement, any direct or indirect damages or to terminate the agreement or to suspend any of its obligations under the relevant agreement or any other agreement.
- 21.5 Early deliveries and partial deliveries shall always be permitted. The Recipient shall be obliged to accept such delivery from N&P. These Conditions are also applicable to partial deliveries. Should early deliveries and/or partial deliveries take place at the request of or due to action by the Recipient, any additional costs arising therefrom shall in all cases be payable by the Recipient.
- 21.6 In the case of all deliveries where the parties have agreed in writing in a particular agreement to an alternative form of delivery, this alternative form of delivery shall only apply to this particular agreement and not to other agreements between the same parties.
- 21.7 If delivery of the Materials is not taken by the Recipient at the time of presentation of the Materials to the Recipient at the delivery address agreed between the parties – regardless of the reason – N&P shall be entitled to transport, store or have the Materials stored at the expense and risk of the Recipient. N&P and the Recipient will discuss timing and the way in which the non-delivered Materials can and will be delivered to the Recipient after all. If the Materials cannot be delivered within 72 hours days after the first delivery attempt, N&P shall be entitled to offer the Materials to any third party or have them disposed of, in which event any damages (for instance higher prices charged by that third party) and/or the costs incurred shall be at the expense of the Recipient, without prejudice to any other rights of N&P.
- 21.8 If and as soon as N&P presents the Materials to the Recipient at the delivery address agreed between the parties, the Recipient shall be obliged to immediately inspect the delivered Materials in order to ensure that they comply with the agreement and to notify N&P immediately – but no later than 24 hours after supply/delivery – of any non-compliance of the Materials with the agreement, for instance regarding characteristics, substance and quantity. The Recipient must furthermore state complaints or have such complaints stated on the delivery notice, invoice and/or transport documents. If the Recipient fails to comply with its obligation to notify N&P, as referred to in this clause, the Recipient shall be deemed to have approved the delivered Materials. In that event complaints relating thereto will no longer be considered and the Recipient will forfeit any claims regarding the delivered Materials. If N&P deems a complaint to be justified, it shall always remain entitled to carry out or to deliver that which was agreed upon free of charge, without the Recipient being entitled to any compensation in this respect. If however N&P deems the complaint to be unjustified, it will be entitled to charge the Recipient

the costs arising from the investigation as well as any other damages and/or costs it may have suffered or incurred as a result thereof.

- 21.9 All documents and information, including but not limited to descriptions, photographs, size, weight or other specifications, such as nature, origin, shape, dimensions, quantity, properties and composition, as supplied in offers, quotes and the like, shall be as accurate as possible, but shall not be binding on N&P and can never be regarded as an exact representation of that which N&P offers or is obliged to deliver. If an offer or quote by N&P is accompanied by documents and information, as referred to herein – irrespective of whether N&P has prepared such documents or information itself or whether these have been prepared by and/or originate from third parties – the Recipient undertakes not to duplicate such documents or information nor to make it available to third parties for inspection without the prior written permission of N&P. Such documents and information shall remain the property of N&P or of the relevant third party and must be returned to N&P upon request.

22. LIABILITY

- 22.1 The Recipient shall be liable, without any limitation of liability being applicable, for:
- (i) all damages – direct or indirect – which N&P and/or its customers and partners may incur as a result of any (attributable or non-attributable) default in the performance of the agreement or any unlawful act by the Recipient;
 - (ii) all damages – direct or indirect – caused to N&P, employees or staff of N&P or other third parties (whether or not engaged by N&P) or caused to any property of the parties referred to in this clause, by the receipt, collection, processing or other activities regarding the Materials delivered by N&P;
 - (iii) any misconduct or any negligence – intentional or otherwise – of the Recipient, its staff or third parties engaged by it;
 - (iv) all costs incurred by N&P in connection with the provisions of this clause, including the full costs of defending legal claims by customers, partners and third parties and the full costs of legal assistance. The Recipient shall be obliged to refund these costs within 14 (fourteen) days of N&P claiming payment thereof from the Recipient.

“Damages – direct or indirect – ” includes, but is not limited to, trading loss and/or consequential damages including, but not limited to, loss of profit or turnover and non-economic damage of N&P and/or its customers, partners and third parties and damage caused to the good name and reputation of N&P.

- 22.2 The Recipient indemnifies N&P against all claims of third parties based on any type of damages (i) caused by the receipt, collection, processing or other activities regarding the Materials delivered by N&P, (ii) resulting of any unlawful act by the Recipient, non-compliance or partial non-compliance by the Recipient with the agreement, these Conditions, instructions given by N&P and/or its customers or other requirements or statutory requirements. In this context “third parties” includes, but is not limited to, staff and employees of N&P, transporters, and those carrying out work under assignment by or on behalf of N&P and “damage” includes, but is not limited to, damage caused to the good name and reputation of N&P.
