

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR GOODS AND SERVICES OF MI-PARTNERS B.V., with its registered seat in Eindhoven, the Netherlands, lodged at the Registry of the Chamber of Commerce under number 62321544.

I. GENERAL PROVISIONS

Article 1. Definitions and interpretation

1. For the purpose of these GTC and all related documents, the capitalized terms shall have the following meaning: **Agreement** the agreement concerning the sale and delivery of Goods and/or Services concluded between Supplier and Customer of which these GTC form an integral part; **Confidential Information** the Agreement, its terms and execution, as well as all information and know-how (including but not limited to designs and other intellectual- and industrial property rights) furnished by a party to the other in any form whatsoever or otherwise coming to a party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all warranty claims, if any, which may arise under the Agreement; **Customer** the customer as set out in the Agreement; **Force Majeure** includes, but is not limited to, Act of God, directive of Government, legislation, war, civil disturbance, fire, drought, epidemic c.q. pandemic, failure of power supply, explosion, riot, disturbances or standstill of essential production equipment, flood, earthquake, lock-out, transportation issues, shortage of essential raw materials, strike or force majeure of any other nature, including non- or late delivery due to non- or late fulfilment of obligations of subcontractors of Supplier, in so far as any of these circumstances prevent Supplier's performance of the Agreement. Force Majeure is expressly including Force Majeure events caused by government-mandated lockdowns, or changes to laws, regulations, executive orders, or other acts of governmental entities related to the COVID-19 pandemic; **Goods** the goods (including software, equipment and related products) as specified in the Agreement; **GTC** these general terms and conditions of sale and delivery of Supplier; **Services** the services as specified in the Agreement; and **Supplier** MI-Partners B.V.

2. In these GTC the term 'in writing' includes by post and any electronic communication medium customary in the market.

3. Terms and expressions of law and of legal concepts as used in this GTC have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

Article 2. Applicability of the GTC

1. These GTC apply to all offers, purchase orders and Agreements as well as to all related legal acts of the Parties.

2. The applicability of Customer's general purchase or other conditions is expressly rejected.

3. A failure by Supplier to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies.

4. If one or more provisions of these GTC shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these GTC.

5. These GTC do not derogate from Supplier's statutory and common law rights, but are in addition thereto.

6. In the event of any contradictions between these GTC and the Agreement, the terms of the Agreement shall prevail.

Article 3. Offers, Agreements and notifications

1. All offers of Supplier are non-binding and valid for the period as set out therein.

2. No purchase order shall be binding on Supplier unless it has been confirmed by Supplier in writing. Such confirmation shall constitute an Agreement.

3. If a purchase order is placed by Customer without a prior offer and Customer takes delivery of Goods and/or Services, this shall in any case constitute as an Agreement.

4. Customer cannot derive any rights from oral commitments of Supplier, unless those are confirmed in writing by Supplier.

Article 4. Suspension, dissolution and (partial) termination

1. Supplier shall at all times be entitled to suspend the fulfilment of its obligations under the Agreement or to (partially) terminate or dissolve the Agreement, in the event that: (i) Customer does not timely and fully fulfil

its obligations under the Agreement; (ii) Supplier learns of circumstances giving good ground to fear that Customer will not timely and fully fulfil its obligations under the Agreement; (iii) Customer has been requested to furnish adequate security to guarantee the fulfilment of its obligations under the Agreement pursuant to **article 6.4** and this security is not (sufficiently) provided. Suspension or (partial) termination of the Agreement by Supplier shall only be allowed in so far the shortcoming justifies such action.

Article 5. Prices

1. Unless explicitly stated otherwise, the prices stated are stated exclusive VAT.

2. If taxes, levies or import duties which will increase prices are introduced or changed by any government measure, or other government measures are effected after the Agreement is concluded which result in an increase in the cost of Goods and/or Services, Supplier shall have the right to pass on this cost increase or the changes even if it had been agreed that the prices would be fixed.

Article 6. Payment

1. Customer shall pay Supplier's invoices in Euro and in full without discount, withholding, set-off or counterclaim within the term as set out in the Agreement.

2. In the event that Customer fails to timely fulfil its payment obligations, then Customer shall be in default by operation of law and owe an interest charge equal to the statutory interest rate. The foregoing shall be in addition to and not in lieu of any other rights and remedies Supplier may have at law or in equity for such default.

3. All judicial and extrajudicial costs related to the enforcement and collection of payments due by Customer to Supplier and not received in time, shall be borne by Customer.

4. If Customer does not properly fulfil its payment obligations, as well as in the event that Supplier for any reason whatsoever deems that Customer will not properly fulfil its payment obligations, Supplier may at all time require adequate security from Customer and suspend its performance until such adequate security has been received. If the suspension lasts for more than thirty days and Customer does not provide Supplier with such adequate security within this term, Supplier shall be entitled to terminate the Agreement.

5. Complaints with regard to the Goods delivered or Services performed, do not relieve Customer of its payment obligations.

Article 7. Liability and indemnity

1. Supplier's total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including each failure to fulfil a warranty obligation agreed with Customer, shall be limited to compensation for direct damage, meaning Supplier shall not be liable for indirect damage, including but not limited to, consequential damage, loss of profit, lost savings and damage due to business stagnation. If Supplier is liable for direct damages, then said liability shall at all times be limited to: the total price (excl. VAT) for the Goods delivered and/or Services performed under the Agreement.

2. Supplier shall obtain and keep in force a policy of comprehensive liability insurance covering its liability under the Agreement.

3. The limitations and exclusions of liability set out herein do not apply in the event that the damage is caused by wilfulness, gross fault or gross negligence on the part of Supplier.

4. Customer indemnifies Supplier against all liability of Supplier to any third party by virtue of any technical working principles supplied or mandated by Customer, and used by Supplier in the delivery of its Goods and/or Services. The examination of any infringement of third-party rights by virtue of Customer supplied and mandated technical working principles shall be at the initiative and expense of Customer. If there is any infringement of such third-party rights, Supplier shall respect such rights and as far as possible propose an alternative solution.

5. Unless under a non-appealable final judgement it is decided that gross negligence or intention exists on the part of Supplier, Customer shall indemnify and hold Supplier harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney's fees asserted against Supplier, its agents, servants and employees arising out of or in any manner connected with the Goods and/or Services or the use thereof. This includes, but is not limited to, all claims and causes of action resulting from

any death or physical injury of employees of Customer howsoever caused and patent or trademark infringement, which are based, in whole or in part, from Goods and/or Services manufactured or provided in accordance with Customer's specifications.

6. Supplier warrants that, at the time of making the offer for the Agreement, it is not aware of any infringement of third-party (intellectual- and industrial) property rights, or other rights. If Supplier has manufactured and delivered Goods and/or Services according to designs, drawings or other instructions from Customer, then Customer guarantees that this will not infringe any third-party intellectual- and industrial property rights, or other rights. Customer indemnifies Supplier against any third-party claim alleging infringement of its intellectual- and industrial property rights.

Article 8. Intellectual- and industrial property rights

1. The intellectual- and industrial property rights related to the execution of the Agreement consists of: Background IP, Results and Product IP. Unless otherwise agreed in writing, the ownership of such rights will be divided between the Parties as set out in this **article 8**.

2. Confidential Information, intellectual- and industrial property, techniques, designs, data, drawings, know-how, software, materials and other information (regardless of the form or medium in which they are disclosed or stored) that are provided by a party to the other for use under the Agreement shall remain the property of that party (the **Background IP**). Each party grants the other party a non-exclusive, world-wide, royalty-free, licence to use its Background IP for the purpose of carrying out the Agreement and Supplier grants such license on its Background IP to Customer for the purpose of the exploitation of the Good.

3. Confidential Information, intellectual- an industrial property, techniques, designs, data, drawings, know-how, software, materials and other information (regardless of the form or medium in which they are disclosed or stored) developed by Supplier in the execution of the Agreement, such as set out in more detail in the Agreement, and excluding the Product IP shall be owned by Supplier (the **Results**). Supplier grants Customer a non-exclusive, world-wide, royalty-free, license to use the Results for the purpose of carrying out the Agreement and the exploitation of the Goods and/or the Services (the integrated system design of the Good and not the specific components of the Good) by Customer.

4. Confidential Information, intellectual- and industrial property, techniques, designs, data, drawings, know-how, software, materials and other information (regardless of the form or medium in which they are disclosed or stored) related to the Good as a whole developed by Supplier and/or Customer in the execution of the Agreement will be owned by Customer (the **Product IP**). Supplier reserves the right to use the know how (including know how related to the Product IP) gained by the execution of the Agreement for other purposes, in so far no Confidential Information of Customer shall be disclosed to third parties. Furthermore, Customer grants Supplier a non-exclusive, sublicensable, perpetual, world-wide, royalty-free, licence to use the Product IP outside Customer's field of use of the Good, as defined in the Agreement.

5. Customer shall not remove designations of intellectual- and industrial ownership, nor shall he provide copies of identical designations.

6. Customer will not, directly or indirectly, attempt to or assist others to, seek or claim any interest in Supplier's intellectual- and industrial property rights. Customer will not hinder Supplier in any application or other measure taken by Supplier to protect or exploit improvements to Supplier's intellectual- and industrial property rights.

7. For the avoidance of doubts, Supplier's total liability due to a breach or an attributable failure in the performance of its obligations as set out in this **article 8**, shall be limited to the provisions as set out in **article 7**.

Article 9. Force Majeure

1. Supplier shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever which is not within its reasonable control and which amounts to an act of Force Majeure.

2. Supplier shall exert its reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so and may at its option suspend performance of the obligation affected by the Force Majeure during the period such Force Majeure continues, without incurring any liability on account hereof. Supplier shall inform Customer of all the circumstances and particulars which prevent Supplier from performing its obligations under the Agreement.

3. If the Force Majeure continues for a period of more than three

consecutive months, then either Party shall be entitled to terminate the Agreement by written notice to the other Party.

Article 10. Assignment and subcontracting

1. Supplier is at all times entitled to assign all or part of its rights and/or obligations under the Agreement to a group company or third party.

Article 11. Applicable law and disputes

1. These GTC are construed in accordance with and governed exclusively by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention is hereby excluded, as well as any other present or future terms of any international convention governing the purchase of moveable property, insofar as such terms can be excluded.

2. In case of any disputes arising out of or relating to these GTC, the Parties shall endeavour to settle such disputes amicably. If the Parties are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Rechtbank Oost-Brabant, location 's-Hertogenbosch, the Netherlands, provided always, that, in case Supplier is the plaintiff, Supplier may at its sale discretion submit any such dispute either to the competent courts in the venue of customer's registered office, or to any other competent court in Europe. Customer hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgement (including but not limited to a default judgement) of any such court in relation to an Agreement, claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

II. SUPPLEMENTARY PROVISIONS GOVERNING THE PROVISION OF SERVICES

The provisions of this Chapter II. shall apply in addition to the provisions of Chapter I. if the Supplier provides Services to Customer.

Article 12. Performance, warranty for Services

1. Supplier shall perform its Services with care to the best of its ability and, if applicable, in accordance with the procedures as set out in the Agreement. All Services shall be performed on the basis of an obligation to use best endeavours, unless and insofar as Supplier has expressly promised a result in the Agreement.

III. SUPPLEMENTARY PROVISIONS GOVERNING THE SUPPLY OF GOODS

The provisions of this Chapter III. shall apply in addition to the provisions of Chapter I. if the Supplier supplies Goods to Customer.

Article 13. Delivery and installation of Goods

1. Unless otherwise agreed in writing, Supplier shall deliver Goods according to the Incoterm "Ex Works" (Incoterms 2020 or any later version thereof), on the delivery date or within the delivery term set out in the Agreement. Upon such delivery, the risk of loss of, or damage to, Goods shall transfer from Supplier to Customer.

2. Unless otherwise agreed, Supplier is not responsible for obtaining any licences required.

3. If Customer refuses to take delivery of Goods; delivery has been proved impossible; or Customer fails to provide Supplier with the information or instructions necessary for the delivery to be carried out, Supplier shall be entitled to: (a) store Goods at Customer's risk and expense; or (b) withdraw from the Agreement; and (c) claim damages from Customer for non-performance.

4. If Supplier has given a date or term of delivery it shall only be indicative and never constitute a term to be observed on penalty of forfeiture of rights, unless otherwise agreed in writing. Supplier shall at all times use its reasonable efforts to deliver Goods on time. If Supplier expects a delivery term to be exceeded, it shall forthwith notify Customer thereof in writing. In such case, Supplier shall use its reasonable efforts to deliver Customer Goods as soon as possible and keep Customer updated of the situation.

5. A failure to deliver Goods in time does not entitle Customer to suspend or fail to comply with its contractual obligations or to claim damage.

6. The delivery term commences once Supplier has received all information required for such delivery from Customer and all other necessary conditions for performance of the Agreement have been fulfilled. If there are

circumstances of which Supplier was not aware at the time the delivery period was determined, such delivery period can be extended by Supplier.

7. Customer shall be obliged to provide the assistance and cooperation necessary and required by Supplier in order for or on behalf of Supplier to perform the delivery immediately, explicitly including the obligation to accept and take delivery of Goods purchased.

8. If the Agreement provides for installation by Supplier, Customer shall ensure the availability of a safe and suitable installation place, which is in conformity with the installations instructions of Supplier. If the installation is included in the Agreement price, additional installation cost must nevertheless be paid by Customer if circumstances through no fault of his own prevent installation by Supplier on delivery.

Article 14. Retention of title

1. Supplier retains ownership of the delivered Goods, including designs, sketches, drawings, films, software, (electronic) files, and so forth, until the date on which Customer has completely fulfilled its payment obligations under the Agreement. However, if and to the extent that this would be in favour of Supplier, shall be deviated from the previous regime pursuant to article 10:128 paragraph 2 Dutch Civil Code, stating that the legal consequences of a retention of title intended for export shall be governed by the law of the state of destination, if under such law the property rights do not cease to have effect, until Customer has completely fulfilled its payment obligations under the Agreement.

2. Until full payment of Customer's payment obligations under the Agreement, Customer shall not be authorised to pass any Goods to third parties for their use, to hire them out, pledge them, transfer title or otherwise to dispose of them or encumber them.

3. Customer shall at its own expense insure the Goods subject to retention of title and keep it adequately insured against all types of damages with an insurance company of financial repute, until Customer has completely fulfilled its payment obligations. Supplier shall be the beneficiary of any indemnity which might be paid by the insurance company. On the request of Supplier Customer shall make the respective insurance policy available for inspection as well as evidence of the payment of the insurance premiums.

4. If third parties seize a Good subject to retention of title or wish to establish or assert a right to such Good, Customer shall forthwith inform Supplier thereof.

5. In the event that Supplier wishes to exercise its ownership rights under this **article 14**, Customer shall give Supplier or third parties appointed by Supplier, now for then, unconditional and irrevocable permission to access all of the locations where the Good is located in order for Supplier to take it back.

6. If the laws of the country in which the Good is located after delivery do not permit Supplier to retain the title to said Good, but allow the retention of similar rights to the delivered Good, Customer shall provide Supplier with such other equivalent right and shall assist Supplier in the fulfilment of any form requirements necessary for such purpose.

Article 15. Acceptance

1. Acceptance of the Goods shall take place in accordance with the provisions of the Agreement.

Article 16. Warranty provisions for Goods

1. Supplier delivers the Goods to Customer with due care in accordance with the provisions of the Agreement.

2. Supplier shall strive to the best of its ability to fix defects within a reasonable term if these defects are reported in writing in a detailed manner to Supplier within a period of twelve months following delivery or, if an acceptance test was agreed, within twelve months following acceptance.

3. Supplier may charge for the costs of fixing defect in accordance with its usual rates if such work is required (a) as a result of Goods being altered or repaired by anyone other than Supplier without Supplier's prior written consent; (b) as a result of Goods that have been damaged by circumstances beyond the reasonable control of Supplier; (c) as a result of Goods that have been improperly used or maintained by Customer; (d) as a result of Goods that have been subjected to conditions of use, transportation, handling, storage, negligence, abuse and/or maintenance not in conformity with Supplier's instructions; (e) when an item which is a component part of the Goods has been furnished by Customer to Supplier; (f) as a result of defects which only marginally reduce the value or the suitability of the Goods. A marginal defect exists in particular if the defect

can be removed without significant effort by Customer itself; (g) normal wear and tear of the Goods.

5. The warranty as set out herein does not cover data conversion that is necessary as a result of repair or replacement or any transportation costs for return of Goods and/or parts thereof, or for reshipment of any repaired or replaced Goods and/or parts thereof. Furthermore, Supplier is never obliged to recover data that has been corrupted or lost.

6. The warranty conditions laid down in this **article 16** are in lieu of all other warranties, legal, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or against infringement, all of which are hereby expressly disclaimed. Customer acknowledges that the remedies provided herein are exclusive and in lieu of all other warranties. Customer assumes full responsibility for the use and application of the Goods.