

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

AVK NEDERLAND B.V. & AVK INDUSTRIAL NEDERLAND B.V.

(Effective date October 2025)

1. Applicability

These general terms and conditions of sale and delivery ("**General Terms and Conditions**") apply to all current and future deliveries of products and services ("**Products**") by AVK Nederland B.V. and AVK Industrial Nederland B.V. (jointly referred to as "**Supplier**") that are purchased by the buyer ("**Buyer**"), unless expressly agreed otherwise in writing between Supplier and Buyer, as well as to any agreement ("**Agreement**") between Supplier and Buyer. The applicability of any general and special terms and conditions used by the Buyer is hereby expressly rejected by the Supplier.

If one or more provisions in these General Terms and Conditions are void or otherwise unenforceable, this shall not affect the validity of the other provisions of these General Terms and Conditions. In the event of a void or otherwise unenforceable provision, the Supplier and the Buyer shall, in consultation, agree on a new provision to replace the void or otherwise unenforceable provision, which shall approximate the intention of the void or otherwise unenforceable provision as closely as possible.

The Supplier is entitled to unilaterally amend these General Terms and Conditions. In such a case, the Supplier shall inform the Buyer of this prior to the amendment. The Buyer declares in advance that it agrees to the amended General Terms and Conditions, so that the amended General Terms and Conditions apply to all deliveries of Products and/or Agreements from the moment the Supplier notifies the Buyer of the new General Terms and Conditions.

2. Quotations and orders

All quotations and offers made by the Supplier, including the specifications of Products and prices, are without obligation and subject to change, unless expressly stated otherwise in the quotation. The quotations and offers are based on the information provided by the Buyer. The Supplier may rely on the correctness of the information provided by the Buyer and the Buyer guarantees the accuracy, completeness and reliability of this information. The Buyer indemnifies and holds harmless the Supplier for all damage and costs (including but not limited to lost turnover and profit) resulting from the provision of incorrect information by the Buyer.

If the quotation issued by the Supplier has been accepted by the Buyer with acceptance of these General Terms and Conditions and the terms and conditions of the quotation, the Agreement will only be concluded after written confirmation by the Supplier, or if the Supplier commences with the performance of the Agreement. The Supplier has the right to revoke an Agreement arising from a non-binding quotation within five working days of acceptance. An Agreement may only be amended in writing and after the Supplier gave its written prior consent to the amendment.

3. Prices

The price for the Products is the price stated in the Agreement or, in the absence thereof, the prices stated on the price list that was valid at the time the Agreement was concluded. The prices for the Products stated in the Agreement or price list are based on the price-determining factors applicable at the time of the quotation. The Supplier reserves the right to increase the agreed prices after the Agreement has been concluded if delivery has not yet taken place, if prices and/or rates of price-determining factors, including but not limited to energy prices, wages, materials, currency differences, import duties, taxes, levies and insurance rates, for whatever reason. Such a price increase will reflect the actual increased cost level, as evidenced by the Supplier's data. The Supplier will inform the Buyer of such price increases in a timely manner.

All prices quoted by the Supplier are ex works (EXW - INCOTERMS 2020), unless expressly agreed otherwise in writing. The costs of packaging will be charged to the Buyer separately from the Products. All prices are in EUR and exclude any import duties, VAT, levies, taxes and other costs that may be levied on the Products. Any typographical, administrative or other errors or omissions in a quotation, price list, acceptance offer or other document or information issued by the Supplier may be corrected by the Supplier without any liability on the part of the Supplier.

4. Terms of payment

The Supplier shall send the Buyer an invoice on or shortly after delivery of the Products. The Supplier's invoices must be paid within the payment term stated on the invoice. If no payment term is stated

on the invoice, the Buyer must pay the Supplier's invoice within 30 days of the invoice date. If the Buyer does not object to an invoice within 14 days, the Buyer shall be deemed to have accepted the invoice and all its possible rights and defences with regard to the invoice shall lapse. If the Buyer fails to make full payment on the due date, the Buyer shall be in default by operation of law without any notice of default being required, and the Supplier shall be entitled to charge the Buyer interest on the unpaid amount at a rate of 2% per month commenced, and the Supplier may charge a fee of EUR 20 per payment reminder, as well as internal and external extrajudicial collection costs, without prejudice to all other (statutory) rights of the Supplier, including but not limited to claiming (additional) compensation and/or terminating the Agreement with the Buyer.

The Supplier is at all times entitled to set off any debt owed to the Buyer against a claim the Supplier has against the Buyer. Unless otherwise agreed in writing, the Buyer is not entitled to set off any debt owed to the Supplier against a claim the Buyer has against the Supplier.

Unless otherwise agreed in writing, the Supplier may require the Buyer to (i) provide, at its own expense, an unconditional, irrevocable, unlimited and absolute payment guarantee from an internationally recognised bank at the Supplier's first request, or (ii) provide other security for payment at its own expense.

In the event of default of payment by the Buyer, the Supplier shall be entitled to postpone delivery and suspend all obligations towards the Buyer, as well as to store all undelivered Products at the Buyer's expense by using a freight forwarding company or by using the Supplier's storage facilities until the invoices due have been paid.

5. Delivery

Delivery of Products shall take place at a branch of the Supplier in the Netherlands as specified in the Agreement, and delivery shall be deemed to have taken place from the moment the Supplier informs the Buyer that the Products are available to the Buyer at the Supplier's location (ex works within the meaning of INCOTERM 2020).

The Products are at the Buyer's expense and risk from the moment of delivery at the Supplier's location, even if the Supplier arranges transport for the Buyer. The costs of any transport are borne by the Buyer, unless the Supplier and Buyer expressly agree otherwise in writing. Prior to shipment, the Buyer shall provide the Supplier with information about its VAT number. Upon receipt of the Products, the Buyer shall provide the Supplier with a notification confirming receipt of the Products and returning the required export declarations. The Supplier is entitled to make partial deliveries. The Buyer is not entitled to refuse partial deliveries.

Any delivery date or delivery period communicated is only indicative and intended as a reference, does not bind the Supplier in any way and is not a strict deadline. Exceeding a delivery date or delivery period shall not result in any liability on the part of the Supplier. If the Buyer fails to take delivery, the Supplier shall be entitled to store undelivered Products at the Buyer's expense by using a freight forwarding company or by using the Supplier's storage facilities.

6. Cancellation and returns

Unless expressly agreed otherwise in writing between the Supplier and the Buyer, an order from the Buyer cannot be cancelled. If an order is cancelled with the Supplier's consent, the Supplier is entitled to charge the Buyer for all costs incurred by the Supplier as a result of the cancellation of an order by the Buyer.

Returns are only permitted if accepted in writing by the Supplier. Returns will always be refused if they are returned more than six (6) months after delivery. In the event of a return being accepted by the Supplier, the Supplier will refund a maximum of 70% of the purchase price to the Buyer. Each return shipment must also include the original invoice number and date of delivery, and the Products must be in good saleable condition. All costs of transporting a return shall be borne by the Buyer, unless otherwise agreed in writing. In the event of a return, the Buyer shall ensure proper packaging and shipment of the Products. Damage and/or loss of the Products during transport shall be at the expense and risk of the Buyer.

Returns of custom-made Products, Products manufactured at the Buyer's special request and/or standard products that have been modified to meet the Buyer's specifications cannot be returned and will under no circumstances be taken back or accepted by the Supplier.

7. Packaging

Packaging cannot be returned. Notwithstanding the previous sentence, Packaging that has been invoiced separately to the Buyer may be returned no later than three (3) months after the time of delivery, but only if this has been agreed in

writing between the Supplier and the Buyer and the Supplier has confirmed in writing to the Buyer on a case-by-case basis that it will accept such (individual) return shipment(s).

The Buyer is responsible for the correct processing of packaging waste that becomes the property of the Buyer in accordance with Directive (EU) 2018/851 amending Directive 2008/98/EC on waste (Richtlijn (EU) 2018/851 tot wijziging van Richtlijn 2008/98/EG betreffende afvalstoffen).

The Supplier shall in no event be liable for damage resulting from the reuse of packaging materials by the Buyer. Any transport of (return) packaging shall be at the expense and risk of the Buyer, unless otherwise agreed in writing. The Supplier shall be entitled to refuse return packaging if, in the Supplier's opinion, it is not in good and clean condition.

8. Defects

The Buyer must ensure that the Products are suitable for the purpose for which the Buyer orders them. The Supplier shall in no event be liable for the suitability of the Products for the Buyer's purpose.

A Product cannot be defective unless the Buyer proves that the Products do not comply with the Agreement. In any case, a defective Product does not mean any non-conformity caused by:

- (I) The use of a Product for an application for which it was not designed or which was not recommended by the Supplier;
- (II) Any modification by the Buyer of the chemical composition of the medium or treatment of the medium for which the Products are used;
- (III) Installation that does not comply with the Supplier's installation instructions (if applicable) and accepted codes of practice;
- (IV) Inadequate or faulty maintenance; and
- (V) Wear and tear.

Upon receipt of the Products, the Buyer shall carry out a reasonable inspection of the Products, determining that no transport damage has occurred and notifying the Supplier in the event of transport damage. If the Buyer fails to carry out a reasonable inspection upon receipt of the Products, the Buyer shall be deemed to have accepted the Products.

All other defects must be reported to the Supplier within eight (8) working days after the Buyer discovers or should reasonably have discovered the defects, by notifying the Supplier of the defect, supported by photographic evidence where possible. When reporting the defect, the Buyer must also state which claims are being submitted. In any case, the Buyer loses its right to invoke

non-conformity of the Products if the Buyer does not notify the Supplier thereof within a period of two (2) years from the date of installation or three (3) years from the date on which the Products were delivered, whichever period expires first. Reporting a defect does not in any way release the Buyer from its payment obligation(s).

With regard to electronic Products, including VIDI Products, the Buyer shall notify the Supplier of any non-conformity within two (2) years of the date of delivery, failing which the Buyer shall no longer be entitled to submit a claim against the Supplier. The Buyer may demand that the Supplier repair or replace the non-conforming Products, after which the Supplier shall, at its discretion, proceed to repair or replace the non-conforming Products. The Supplier shall cover the direct costs of access, repair, transport of a defect-free product to the installation location, dismantling and reinstallation at the installation location of the defective Products. In the event of repair or replacement by the Supplier, the expiry date/period shall run from the moment the Products were first actually delivered, and not from the moment of repair or replacement. No other remedies are available to the Buyer in the event of non-conformity of the Products than the remedies described in this Article 8.

9. Extended retention of title

Notwithstanding the provisions regarding delivery and transfer of risk with regard to the Products, or any other provision of these General Terms and Conditions, ownership of the Products shall not pass to the Buyer until the Buyer has paid in full all amounts, including interest and costs, owed by the Buyer to the Supplier under the Agreement or otherwise. Until the ownership of the Products is transferred to the Buyer, the Buyer shall store the Supplier's Products in a clearly recognisable manner and keep them separate from other goods. The Supplier's Products must be stored, protected and insured in the correct manner and must be identifiable as the Supplier's property. Until ownership is unconditionally transferred to the Buyer, the Buyer has the right to resell or use the Products in the course of its normal business operations. During this period, the Buyer shall be accountable to the Supplier for the proceeds of the sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from all funds or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

Until ownership of the Products passes to the Buyer (and provided that the Products still exist and have not been resold), the Supplier shall at all times be entitled to request the Buyer to return the Products to the Supplier and, if the Buyer fails to do so, to immediately enter any premises of

the Buyer or a third party where the Products are stored and take back the Products.

10. Liability

If and insofar as permitted by law and unless otherwise agreed in writing, the Supplier shall in no event be liable for any direct damage incurred by the Purchaser, including but not limited to damage resulting from all claims, losses, and other costs, regardless of whether these are based on compensation, contractual negligence, breach of contract, breach of warranty, statutory rules or otherwise, unless there is intent or gross negligence on the part of the Supplier. Notwithstanding any provisions to the contrary in these General Terms and Conditions, the Supplier's liability shall be limited, to the maximum extent permitted by applicable law, to the invoice amount of the Agreement or to the amount paid out by the Supplier's insurance in respect of the event causing the damage.

Furthermore, the Supplier shall in no event be liable to the Buyer or any third party for indirect damage, including but not limited to loss of profit, loss of income, loss of business opportunities, loss of time or any indirect, incidental, special, consequential, punitive or exemplary damage arising out of or in connection with the delivery of Products.

The limitation of liability as set out above in this Article 10 shall not apply:

- (I) In the case of claims for compensation as a result of death or personal injury;
- (II) In the case of liability under mandatory law; and
- (III) In the event of wilful misconduct or gross negligence on the part of the Supplier.

The Buyer indemnifies the Supplier against all claims from third parties for compensation for damage or otherwise, directly or indirectly, arising from (the performance of) the Agreement between the Supplier and the Buyer.

Claims for compensation shall lapse one year after the date on which the Buyer became aware of the damage and the possible liability of the Supplier for that damage.

11. Force majeure

The Supplier shall not be liable for any delay or failure to perform if this is the result of force majeure. Force majeure includes circumstances in which the Supplier and/or third parties engaged by the Supplier, such as suppliers, subcontractors and carriers or other entities on which the Supplier depends, fail to fulfil their obligations or fail to do so on time as a result of administrative measures or regulations, weather conditions, natural disasters, martial law, terrorism, cybercrime, technical disruption of means of transport,

unusually high absenteeism due to illness, strikes, labour disputes, lockouts, seizure, fire, explosion, power failure, theft or loss of tools, equipment, materials or information, software or other equipment, disruption of digital infrastructure, traffic obstructions or work interruptions, import or trade restrictions, pandemics/epidemics, or other circumstances beyond the Supplier's control, if and insofar as the aforementioned circumstances impede the proper and timely performance of the Agreement by the Supplier. The Supplier may suspend the fulfilment of its obligations if it is temporarily unable to fulfil its obligations towards the Buyer due to force majeure. If the force majeure makes the fulfilment of the Agreement permanently impossible, or if the non-fulfilment of the performance lasts longer than three (3) months, the Buyer has the right, without liability towards the Supplier, to immediately terminate the Agreement(s) with regard to that part of the Products that cannot be used as intended by the Buyer as a result of the force majeure event.

12. Software

If a Product is delivered with embedded software or if additional software is purchased, the Buyer shall obtain a non-exclusive, non-transferable, non-sublicensable and revocable software licence in the form of a right to use the software, solely for the purposes set out in the applicable Product specification. Unless explicitly set out in the applicable Agreement, the Buyer shall not obtain (i) any rights in the form of patent, copyright, trademark or other proprietary rights associated with the software, (ii) no rights to software source codes, (iii) no permission to make modifications, additions, improvements, changes or adaptations of any kind to the software, (iv) no right to copy, reproduce, modify, transfer or otherwise communicate the software to any third party without the prior consent of the Supplier. The Buyer is solely responsible for ensuring that the delivered software will function in combination with the Buyer's other equipment, software or materials. The Supplier shall not be liable for, and the Buyer shall indemnify and hold the Supplier harmless from, any and all claims, losses, costs and damages arising from any configuration or modification incorporated into the software at the Buyer's request or any process use requested or controlled by the Buyer. The Supplier does not guarantee that the delivered software will function without interruption and is not liable for any damage resulting from the software not functioning or not functioning without interruption.

If the Product is delivered with embedded software or if additional software is purchased, such software is subject to further detailed licence terms, the End User Licence Agreement ("EULA"), which, for the avoidance of doubt, supersedes all conflicting terms and conditions in these General Terms and Conditions.

Unless otherwise agreed in writing, for example in the EULA, the software is supplied on the basis of an automatically renewed annual subscription, which is invoiced subject to Article 4 of these General Terms and Conditions. Termination of such a subscription must be provided in writing at the end of a month, after which the subscription will end 30 days after the expiry of the relevant month in which the written termination is made.

13. Intellectual property rights

The Supplier has the sole and exclusive right to all registered or unregistered industrial and intellectual property rights of any nature whatsoever (including, but not limited to, patents, copyrights and related rights, moral rights, (registered) trademarks and service marks, reproduction rights, company names and domain names, trade names, trade secrets, business methods, licences, patents, patent rights, models, formulas, designs, goodwill, design rights, computer software rights, database rights, ideas, know-how, inventions and technical improvements of any kind, including pending applications or registrations for any of the above items, and all improvements, extensions, modifications or derivatives thereof) relating to the Product, including but not limited to drawings, calculations, designs, production details, computer programmes, data, prototypes, samples, models, moulds and other physical and/or electronic documents, information and materials. An Agreement and/or these General Terms and Conditions expressly do not include any transfer of intellectual property rights.

In the event of an infringement or violation of industrial and intellectual property rights of any kind arising from or based on the Supplier's compliance with specific requirements of the Purchaser that deviate from the Supplier's standard specifications for Products, the Purchaser shall indemnify and hold the Supplier harmless against all claims, losses, costs and damages arising from such deviation.

14. Termination

Notwithstanding the other rights and remedies available to the Supplier (including but not limited to compensation and/or performance), the Supplier shall be entitled to terminate or suspend the Agreement in whole or in part, with immediate effect, without judicial intervention, if:

- (I) the Buyer breaches a provision of the Agreement and/or these General Terms and Conditions and does not remedy this breach within seven (7) days of written notification of the breach by the Supplier;
- (II) the Buyer becomes insolvent, including but not limited to offering a settlement to its creditors, applying for a suspension of payments or if a suspension of payments is granted to the Buyer, and/or if the

Buyer becomes subject to bankruptcy proceedings and/or an application for bankruptcy or the Buyer is declared bankrupt;

- (III) The Buyer is dissolved or ceases its business operations;
- (IV) Preliminary of final attachment is imposed on (a substantial part of) the Buyer's business assets; or
- (V) There is a change in control of the Buyer.

If the Agreement is terminated on the basis of this Article 14, any claim that the Supplier has against the Buyer shall become immediately due and payable and the Supplier shall be entitled to compensation for all direct, indirect

and consequential damages resulting from the termination, without prejudice to all other legal rights and other rights under the Agreement and/or these General Terms and Conditions, without the Supplier being obliged to fulfil its obligations towards the Buyer and/or to pay any form of compensation to the Buyer.

15. No waiver of rights

A waiver of rights by either party with regard to a breach of a provision of these General Terms and Conditions and/or the Agreement shall not be considered a waiver of rights in respect of a subsequent breach or any other provision of these General Terms and Conditions and/or the Agreement.

16. Applicable law and jurisdiction

These General Terms and Conditions and the Agreement shall be governed by and construed in accordance with Dutch law, to the exclusion of the rules of private international law. The Vienna Sales Convention is hereby expressly excluded. Any dispute or claim arising out of or in connection with these General Terms and Conditions and/or the Agreement shall be submitted exclusively to the competent court of the District Court of Overijssel, sitting in Zwolle.