

## GENERAL CONDITIONS FOR SUPPLY AND SALES OF PRODUCTS AND SERVICES (hereinafter referred to “General Conditions”)

Ver. 01.2023

### I. DEFINITIONS

“Seller” means NRF B.V. and/or any subsidiary/affiliate of NRF Group.

“Buyer” means the company specified in the invoice as Buyer.

“Product” means all products and services supplied by Seller.

“Order” means an order placed by the Buyer for Products, submitted in any form that makes it possible to express the will to purchase the Products.

“Contract” means the agreement between the Seller and the Buyer as regards the Products, including these General Conditions. Buyer and Seller are hereinafter jointly referred to as the “Parties” and separately as the “Party”.

### II. SCOPE

1. These General Conditions set out the standard terms on which the Seller supplies the Products to the Buyer and shall apply to all quotations and sales unless otherwise agreed in writing. The Buyer shall collect and pay for the Ordered Products in accordance with these General Conditions. Placing an Order by the Buyer is equivalent to accepting these General Conditions. In case of any discrepancy between these General Conditions and the Contract, the Contract shall prevail. Any agreements entered into by the Seller and the Buyer for the purpose of performance of the Contract shall be in writing to be valid.
2. The Seller shall not be bound by conflicting purchasing conditions or reservations made by the Buyer even if the Seller has not explicitly contradicted the conditions or reservations. Provisions different from the General Conditions, shall bind the Seller only when expressly confirmed by the Seller in writing. The Buyer agrees that the provisions of these General Conditions shall prevail over its own general terms and conditions, model contracts, regulations, instructions and other normative acts applicable to it. The Seller’s waiver of certain provisions of these General Conditions shall be binding only with respect to this specific Order and may not be treated by the Buyer as binding with respect to other Orders.
3. These General Conditions are available on the website at: [www.nrf.eu](http://www.nrf.eu).
4. The provisions of these General Conditions may be amended by posting their current content on the website [www.nrf.eu](http://www.nrf.eu). The amendments to General Conditions enter into force within 7 days from the date of posting the amended General Conditions on the website unless the announcement of the amendments introduces a longer term. If the announcement of changes does not provide otherwise, the changes have effect to ongoing and new Orders.

### III. PRODUCT INFORMATION

5. All information and data contained in general product documentation and price lists shall be binding only to the extent that they are by reference in writing expressly included in the Contract.

### IV. DRAWINGS ANF TECHNICAL INFORMATION

6. All drawings and technical documents relating to the Products, or its manufacture submitted by one Party to the other prior or subsequent to the formation of the Contract, shall remain the property of the submitting Party.
7. Drawings, technical documents or other technical information, received by one Party shall not, without the consent of the other Party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting Party, otherwise be used or copied, reproduced, transmitted or communicated to the third Party.

### V. QUOTATIONS AND ORDERS

8. The Seller's quotation for goods and services is valid for 3 months from the date the Buyer receives the quotation unless otherwise agreed in writing.
9. The quotation shall be void if the Buyer does not accept it unconditionally by placing a written Order within 3 months from the date the Buyer receives the quotation.
10. The Seller is only bound by the Order if he accepts it in writing or delivers the Product ordered to the Buyer. Placement of an Order by the Buyer does not bind the Seller, and lack of the Seller's response does not mean tacit acceptance of the Order, thus the Parties exclude all possibilities of tacit (implied) conclusion of an agreement.
11. The Seller has the right to reject the Order without justifying reasons. Such a refusal doesn't give the right for compensation to the Buyer.
12. In case of Order cancellation by the Buyer the Seller is entitled to charge 10% of the Order amount (including VAT) as cancellation costs, without prejudice to the right to full compensation, including loss of profit.

#### VI. PRICES, TAXES AND DUTIES

13. Unless otherwise explicitly stated in writing, all prices are Ex-works Seller's place of business and include Seller's standard packaging.
14. Unless they are expressly designated in writing as firm for a specified period of time, prices are subject to change without notification.
15. Unless otherwise indicated in writing, prices exclude any sales, excise or use taxes as well as all shipping charges and all export, import and other duties, tariffs and customs charges.
16. The prices that are valid on the day of delivery will be charged.
17. In the event one or more cost-determining factors, on which the price is based, increase within the period between the offer or conclusion of the Contract and actual delivery, the Seller reserves the right to adjust the price to directly reflect such changes. In particular, but not limited to, the Seller reserves the right to adjust the price in case the price for raw materials changes with more than 5%.

#### VII. PAYMENT

18. Unless other terms are indicated in the Contract or in the invoice for each shipment of Products, payment shall be due and payable within 30 (thirty) days of the date of invoice without any discount, deduction or set off by Buyer being permitted.
19. Payment must be done in the currency indicated in the invoice.
20. Payment shall be made by wire transfer to the bank account designated by the Seller in the invoice.
21. The Buyer agrees to receive invoices and their corrections, in electronic form without the signature of the Buyer.
22. Any administrative and banking costs in the country of the Buyer are paid by the Buyer. Any administrative and banking costs in the country of the Seller are paid by the Seller.
23. Payment is deemed to have been effected once the Seller's account has been irrevocably credited for the amount due.
24. The Seller reserves the right, in addition to other rights and remedies, to immediately suspend deliveries of the Products, withdraw from accepted Orders, refuse to accept new Orders and/or cancel further deliveries, if the Buyer fails to make any payment due. The Seller can demand payment of a contractual penalty amounting to 10% of the value of the Order from which the Seller has withdrawn, without prejudice to the right to full compensation, including loss of profit. Any costs connected with suspension of Products delivery, including in particular costs of Products storage shall be incurred by the Buyer. In the event of non-compliance with the contractual obligations of the Buyer, the Seller reserves the right to postpone delivery. The Seller is entitled to charge the client 0.50% of the total order amount per week for storage and administration costs from the agreed delivery date to the actual date of delivery. If the Buyer is charged with the costs referred to in the preceding sentence, the Seller shall be entitled to retain the Products in question until the VAT invoice issued in connection therewith is paid in full. In the event that any of the rights described hereinabove are exercised, the Seller shall be released from all liability, and the Buyer shall indemnify and defend and hold the Seller harmless. After fulfillment of the contractual obligations by the Seller, a period of 2 days is required to prepare the Products for transport.
25. If the Buyer fails to pay by the stipulated date, the Seller shall be entitled to interest from the day on which payment was due and/or to compensation for recovery costs. The rate of interest shall be as agreed between the Parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.
26. If the Buyer has not paid the amount due within three months the Seller shall have the right to terminate the Contract and, in addition to compensation of the interest and recovery costs, to claim compensation for the loss he incurs.
27. The Seller shall have the right to confirm from time to time Buyer's financial condition and credit worthiness. If the Seller determines, in its sole discretion, that Buyer's financial condition is not sufficient to meet Buyer's obligations

under the Contract, the Seller may demand security for payment, impose other payment terms or terminate the Contract. The Seller shall also have the right to withhold deliveries of Products due until the Buyer has paid an advance on payment as requested by the Seller or the Buyer has provided other satisfactory security acceptable to the Seller.

#### VIII. DELIVERY. PASSING OF RISK

28. Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the Contract.
29. If no trade term has been specifically agreed, the delivery shall be Ex Works at the place named by Seller.
30. If in the case of delivery Free Carrier (FCA), the Seller at the request of the Buyer, undertakes to send the Products to its destination, the risk will pass not later than the Product is handed over to the first carrier.
31. Partial deliveries shall be permitted, unless otherwise agreed in the Contract.
32. Deliveries of Products are executed to the place agreed between the Parties. If the place of delivery of the Products is changed after placing the Order for reasons attributable to the Buyer, the costs resulting from such changes shall be borne by the Buyer.

#### IX. TIME FOR DELIVERY. DELAY

33. Delivery will be made not later than the date specified in the Contract or each separate Order confirmation. If no time of delivery is agreed, delivery will be made on a date deemed reasonable by the Seller.
34. If the Seller anticipates that he will not be able to deliver the Products at the time for delivery, he shall immediately notify the Buyer thereof in writing, stating the reason and, if possible, the time when the delivery can be expected.
35. The Seller shall use its best efforts to observe the specified times of delivery. However, delays shall not entitle the Buyer to cancel any Order or terminate the Contract or pursue any other remedies.
36. If the Buyer anticipates that he will not be able to accept the delivery of the Products at the time for delivery, he shall immediately notify the Seller thereof in writing, stating the reason and, if possible, the time when he will be able to accept the delivery. The Seller is not bound by the term proposed by the Buyer. The Parties shall mutually agree on a term suitable to both Parties.
37. If the Buyer fails to accept delivery at the time for delivery, he shall nevertheless pay any part of the purchase price, which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Seller may arrange for storage at the risk and expense of the Buyer. Upon storing of the Products in the warehouse, delivery shall be deemed to have been made, and risk shall pass to the Buyer. If the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions at or before the time stated for delivery (otherwise than by reason of default of the Seller, its employees or agents) then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Products until actual delivery. The Seller is entitled to charge the Buyer 0.50% of the total Order amount per week for storage and administration costs from the agreed delivery date to the actual date of delivery. If the Buyer is charged with the costs referred to in the preceding sentence, the Seller shall be entitled to retain the Products in question until the VAT invoice issued in connection therewith is paid in full. In such case, the Seller shall be indemnified in connection with the retention of the Products, and the Buyer shall indemnify and defend and hold the Seller harmless.
38. If for any reason which is not attributable to the Seller, the Buyer fails to accept delivery within a final reasonable period proposed by the Seller, the Seller may by notice in writing terminate the Contract in whole or in part. The Seller shall then be entitled for the loss he suffers by reason of the Buyer's default, including any consequential or indirect loss.
39. If the Seller is obliged by the Buyer or by the government to take back packaging, residual material and the like upon delivery of the Products, then the associated costs, including any costs of destruction, shall be borne by the Buyer.

#### X. RETENTION OF TITLE

40. The Products shall remain the property of the Seller until paid for in full. As long as the Seller has not received the outstanding amounts, the Seller shall have the right to demand the return of the Products regardless of their place of storage by the Buyer, and the Buyer shall not be entitled to release or resell the Products to third Parties in any form without the Seller's prior consent. In the event of breach of General Conditions by the Buyer, in particular in the case of delay in payment, the Seller shall be entitled to collect the Products from the Buyer, at Buyer's expense, after prior calling him to return or pay.
41. If the Buyer resells the Products to the third party before the Seller receives payment in full, the proceeds of the sales shall first apply to pay all amounts due to the Seller.
42. If payment is not made in time or in full or if insolvency proceedings are commenced against the Buyer, the Seller or his representative has the right to recover or resell the Products and to enter the Buyer's premises for that

purpose and such steps will not affect the Seller's other rights to claim compensation from the Buyer for damage suffered or costs incurred as a result of non-compliance attributable to the Buyer.

43. The retention of title shall not affect the passing of risk.
44. At the time of commencement of bankruptcy or composition proceedings with respect to the Buyer, he shall be obliged to mark the Products in a manner indicating the existence of reservation of property right for the Seller.
45. In the event of seizure of Products or devices being the property of the Seller, in the course of enforcement proceedings directed to the property of the Buyer, he shall be obliged to immediately inform the Seller of this fact and cooperate in the implementation of his rights with regard to the entity seizing the Products or devices, within all available means. The Buyer shall be obliged, upon request of the Seller, to immediately provide all information about where the Products subject to reservation of ownership or devices being the property of the Buyer are stored.

#### XI. WARRANTY. LIABILITY FOR DEFECTS

46. The Seller warrants that the Products are of sound material and workmanship and conform with Seller's standard product specifications, modified from time to time by the Seller in its sole and absolute discretion.
47. The Seller shall remedy any defect or nonconformity, resulting from faulty design, material or workmanship (hereinafter referred to as "Defect").
48. The Seller shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Buyer.
49. The Seller shall only be liable for defects which appear under appropriate conditions of operation and under proper use of the Product.
50. The Seller shall not be liable for defects which occur after the risk was passed to the Buyer, e.g., defects due to faulty maintenance, incorrect installation or faulty repair by the Buyer or a third party or to alterations carried out without Seller's written consent.
51. The Seller shall neither be liable for normal tear and wear nor for deterioration.
52. Slight, commercially permissible deviations regarding quality, color, weight and the like cannot constitute grounds for complaint.
53. The Seller's liability shall be limited to defects which appear within a period of 12 months from the delivery date.
54. The Buyer shall without undue delay notify the Seller in writing of any defect which appears. The notice shall contain the description of the defect. If the Buyer fails to notify the Seller in writing of the defect within the time limits set forth, he shall lose his right to have the defect remedied.
55. Where the defect is such that it may cause damage, the Buyer shall immediately inform the Seller in writing. The Buyer shall bear the risk of damage to the Product resulting from his failure so to notify. The Buyer shall take reasonable measures to minimize damage and shall in that respect comply with the instructions of the Seller.
56. The Seller may at its discretion choose either to deliver substitute or to reimburse the defective part at its purchase price.
57. Defective parts to be replaced shall be made available to the Seller and shall constitute Seller's property. The costs of transport and of the parts to be replaced are at the expense of the Buyer.
58. The Seller does not give longer warranty terms, than those given to the Seller by the respective supplier.
59. Except as otherwise specified in clauses 46-54, the Seller shall not be liable for defects. This applies to any loss the defect may cause, including loss of production, loss of profit and other indirect loss.
60. The Seller shall not be liable for any damage to property caused by the product after it has been delivered and whilst it is in the possession of the Buyer or other third party.
61. If the Seller incurs liability towards any third party for such damage to property as described in the clause 60, the Buyer shall indemnify and defend and hold the Seller harmless.
62. In no event shall the Seller have any liability for any indirect, special, consequential or punitive damages.
63. The filing of a complaint does not release the Buyer from the obligation to make payment for the Products within the established time limit.
64. Subject to the provisions of section XI and to the extent permitted by law, unless otherwise agreed by the Parties in the Contract, the Seller excludes the use of any additional rights of the Buyer under the warranty resulting from generally applicable legal regulations.

#### XII. CLAIMS. RETURNS

65. The Buyer shall be obliged, immediately upon receipt of the Products, to verify compliance of the delivered Products with the Order. In particular, the Buyer shall be obliged to check: the condition of the shipment as well as quality, quantity and assortment of the delivered Products, and to draw up a protocol of damage/disparity of the Product upon receipt of the Products. The Product shall be deemed accepted by the Buyer, and the Buyer shall be deemed to have waived any claims in terms of quantity and quality with respect to such Products, unless the Seller is notified of a claim in writing within 24 hours of the date of delivery of the Products in question to the Buyer.

66. Products shall be returned only upon written authorization of the Seller. Return shipments are at the expense and risk of the Buyer.
67. The Seller undertakes to consider the received complaint within 14 working days and is counted from the date of receipt of all documents confirming the validity of the complaint. This period may be prolonged, in particular, when the claim examination depends on consulting an expert opinion or supplementing the claim documentation. Until the complaint is considered by the Seller, the Buyer is obliged to refrain from further sale of the Products.
68. In the event the claim is approved the Seller may at its discretion choose either to deliver substitute or to reimburse the part at its purchase price.
69. The complaint should be accompanied by a document containing the exact description of the Products (consistent with the description specified in the Order), Order number, exact quantity of the Products complained of, damage/discrepancy report, or other document describing how the state of the Products deviates from the standard. In addition, the complaint may contain the Buyer's expectations as to the manner of settling the complaint. If, within the period of time specified in item 68 above, the Buyer does not make any reservations as to quality or quantity of the delivered Products, the Parties shall recognize that the delivered Products are of good quality and meet the Buyer's expectations. The liability of the Seller shall be limited to the value of the delivered Products that were the subject of a claim.
70. The Seller has no obligation to take back the Products already delivered. If, in deviation from the foregoing, the Seller agrees to the return of the delivered Products, then these Products must be returned to the Seller when reasonably possible in their original condition and in original packaging and in accordance with the conditions specified by the Seller in writing. All costs associated with the return of the Products shall remain on the Buyer's side, including all costs borne by the Seller in relation to such return.

#### XIII. FORCE MAJEURE

71. Either Party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances beyond the control of the Parties such as fire, war, extensive military mobilization, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause. A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.
72. The Party claiming to be affected by Force Majeure shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. If a Party fails to give such notice, the other Party shall be entitled to compensation for any additional costs which it incurs and which could have been avoided had the Party received such notice.
73. Either Party shall be entitled to terminate the Contract by notice in writing if performance of the Contract is suspended under the Clause 71 for more than 6 months.

#### XIV. ANTICIPATED NON-PERFORMANCE

74. Notwithstanding other provisions regarding suspension, each Party shall be entitled to suspend the performance of its obligations under the Contract, where it is clear from the circumstances that the other Party is not going to perform its obligations. The Party suspending its performance of the Contract shall immediately notify the other Party thereof in writing.

#### XV. COMPLIANCE WITH TRADE LAWS

75. The Buyer guarantees that it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations and all and every economic sanctions programs implemented by the United Nations, the European Union, the United States of America, the United Kingdom, the Netherlands and any other country (together, the "Trade Laws") that is or may be or become relevant in respect of any agreement concluded between the Buyer and Seller.
76. The Buyer is solely responsible for compliance related to the Trade Laws. The Buyer represents and warrants that it and its financial institutions, or any party that owns or control the Buyer or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the legislators of the Trade Laws.
77. The Buyer guarantees that the Products manufactured, imported/exported by/to NRF are and will be solely used for its intended purposes and are not and will not be used for, or in connection with, any illicit purposes, including, but not limited to, activities involving torture or repression or other human rights violations, international

- humanitarian law violations, weapons of mass destruction or chemical, biological, radiological and/or nuclear weapons or related activities.
78. The Buyer will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws, including but not limited to procedures to ensure that all activities and transactions under the Contract are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.
  79. The Buyer guarantees that it will not directly or indirectly sell, deliver or provide the Products, or otherwise make the Products available, to any legal or natural person, entity, group or (government) organization that is subject to sanctions or restrictions under the Trade Laws.
  80. The Buyer's failure to comply with any provision of this clause can be ground – subject to the sole discretion of the Seller – for immediate cancellation, termination or withdrawal of the Contract by the Seller without any prior notification. In the event of such, the Seller shall be under no further obligation resulting from the Contract and the Buyer shall indemnify the Seller from any direct and indirect damages, claims, penalties or other losses resulting from that breach. The Seller shall also be entitled to any other remedies available at law or in equity.
  81. The Buyer will ensure that all obligations under this clause be passed on to any third party that the Buyer contracts or uses in its performance of the Contract, or that takes over any obligation, or part thereof.

#### XVI. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE

82. The Buyer will at all times conduct its business in compliance with all applicable obligations and restrictions arising out of or following from all applicable Anti-Bribery and Anti-Corruption Laws, including relevant provisions of the Dutch penal code, the 2010 UK Bribery Act (“UKBA”) and the 1977 US Foreign Corrupt Practices Act (“FCPA”).
83. The Buyer will implement and maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery and Anti-Corruption Laws and will conduct adequate internal checks and processes to monitor for suspicious activity. These include, but are not limited to, processes to ensure that all activities and transactions under the Contract are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.
84. Any offer to and acceptance by the Buyer's board member(s), subsidiaries or affiliates and/or director, officer, or employee, any agent or representative of the Buyer of money, property, gifts, travel, entertainment or any other consideration or anything else of value, in relation to the Contract or the Seller, that is intended to or may be construed as an inducement to act in any manner, is strictly prohibited.
85. The Buyer will not offer, promise or give anything, including but not limited to, political contributions, whether directly or indirectly, to anyone, including any political party or campaign, any official or employee of any public organization, any public international organization or any official or employee of any government-owned enterprise or institution for the purpose of obtaining or retaining business or otherwise securing an improper advantage in relation to the Contract or the Seller.
86. In relation to the Contract or the Seller, the Buyer will not offer, promise, give or accept anything to or from a business relationship, unless it is for a genuine purpose, reasonable, given in the ordinary course of business and it complies with the local laws.
87. The Buyer will immediately notify the Seller if it becomes aware of any behavior in the performance of the Contract by its board member(s) and/or employees that is or may be inconsistent with all applicable Anti-Bribery or Anti-Corruption Laws.
88. By accepting these General Conditions, the Buyer declares that there are, and have been, no allegations, investigations or inquiries with regard to a potential violation of any Anti-Bribery or Anti-Corruption Laws by the Buyer, its subsidiaries or affiliates, or any of their respective current or former directors, officers, employees, stockholders, representatives or agents, or other persons acting or purporting to act on their behalf.

#### XVII. ANTI-MONEY LAUNDERING

89. The Buyer will at all times conduct its business in compliance with all applicable obligations and restrictions arising out of or following from all applicable Anti-Money Laundering Laws, including relevant provisions of the Dutch penal code, the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme – “Wwft”), the relevant EU Directives, the US Anti-Money Laundering Act and Counter-Terrorism Financing Laws. The operations of the Buyer and its subsidiaries are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements.
90. By accepting these General Conditions, the Buyer declares that no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Buyer or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

91. The Buyer will implement and maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Money Laundering Laws and will conduct adequate internal checks and processes to monitor for and report suspicious activity. These include but are not limited to processes to ensure that all activities and transactions under the Contract are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.
92. In order to prevent that the Seller does not receive proceeds of criminal activities, the Buyer must respond to question from the Seller in relation to bank account details, the identity of the (legal) person carrying out the payment and the payment itself. The Seller must also carry out payments under normal terms of business.
93. In order to prevent that the Seller does not receive proceeds of criminal activities, the Buyer must provide the Seller with the complete, latest, accurate information in order for the latter to assess, by way of a screening, the Buyer's identity and legitimacy before contracts are signed or transactions occur, as well as for record-keeping purposes of the payment flows.
94. The Buyer will immediately notify the Seller if it becomes aware of any behavior in the performance of the Contract by its board member(s) and/or employees that is or may be inconsistent with all applicable Anti-Money Laundering Laws.

#### XVIII. INTELLECTUAL PROPERTY RIGHTS

95. Title to all intellectual property patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); applications, reissues, confirmations, renewals, extensions, divisions or continuation ; for any of these rights; and all other intellectual property rights and similar forms of worldwide protection) incorporated in or associated with Products or any element thereof, and the Intellectual Property Rights contained therein, shall remain in Seller or its licensor ("Seller's Intellectual Property"). Subject to the terms of the Order the Contract, Buyer shall have a non-exclusive, non-transferrable. Non-sublicensable, world-wide, irrevocable (except in the event of Buyer's breach of the Order or the Contract), paid-up, royalty- free license and right to use the Seller's Intellectual Property for the sole purpose of testing, operating, and maintaining Products and for no other purpose or use. Buyer's officers, directors, employees, consultants and representatives shall not disclose Seller's Intellectual Property to other companies, organizations or persons without the express prior written consent of Seller. Buyer shall have no rights in or to Seller's Intellectual Property other than as expressly stated in the Order or the Contract, and title to Seller's Intellectual Property shall not pass to Buyer or any other entity pursuant to the terms of the Order or the Contract.
96. The Buyer undertakes not to reproduce, reverse engineer, disassemble, decompile, alter, modify, adapt, create derivative works, translate, deface or convert into human readable form all or any part of any materials or information provided by the Seller unless expressly authorized to do so in writing by the Seller. Furthermore, the Buyer undertakes not to manufacture or have manufactured by a third party any products on the basis of material or information received from the Seller.
97. Buyer has no right or title in and to the trade name or trademark "NRF" or to any trade name or trade mark now, heretofore, or hereafter owned or used by the Seller or any subsidiary thereof relating to the products specified herein, or to the goodwill associated therewith. Buyer agrees not to use or employ any such names or marks in Buyer's Company name. Upon Seller's request, Buyer will promptly discontinue the use of any such names or marks on any signs, displays, stationery, advertising materials or otherwise. The Buyer will reimburse Company for all damages, costs, expenses and attorney's fees incurred by the Seller to require Buyer to cease using such names or marks or resulting from misuse of such names or marks.
98. The sale of the Products shall not, by implication or otherwise, convey any license under any patent relating to the Products or compositions thereof. The Seller expressly disclaims any patent or intellectual property warranties; and the Buyer expressly assumes all risks of patent infringement by reason of its use or sale of the Products, singularly or in combination with other materials, or in processing, manufacturing or other operation.
99. The Seller shall have no liability, and Buyer shall have no rights or remedies as to any Claim or alleged infringement arising from: (i) any Product, or any part thereof, manufactured to Buyer's design; (ii) the manufacture, use, or sale of said Product or any part of parts thereof, in combination with equipment, apparatus or things not furnished by the Seller; (iii) a process or a product thereof; and/or (iv) modifications of any Product after delivery by a person or entity other than Seller. The Buyer shall not be entitled to any claims against the Seller if the infringement of Intellectual Property Rights occurs for reasons for which the Buyer is liable.

#### XIX. CONFIDENTIALITY

100. The Parties shall treat confidentially all information provided by each Party to the other Party regarding its business and operations ("Confidential Information"). All Confidential Information provided by a Party hereto shall be used by the other Party hereto solely for the purpose of rendering or receiving services pursuant to the Contract and,

except as may be required in carrying out the Contract, shall not be disclosed to any third party (for the avoidance of doubt, the party's affiliate is not a third party within the meaning of this section). In particular, the Buyer undertakes to treat as confidential information concerning trade volumes, prices applied, discounts, product specifications, logistic agreements, technological data, under pain of Seller's withdrawal from the Order for reasons attributable to the Buyer. The Buyer declares that confidential information shall be given due protection appropriate to its confidential nature.

101. This restriction shall continue to apply after the expiration or termination of the Contract without limit of time and may be waived only with written consent of the Seller. These obligations shall cease to apply to knowledge or information which may properly come into the public domain (through no fault of the Party concerned) or is required by law to be disclosed upon production.

#### XX. PROTECTION OF PERSONAL DATA

102. If the Seller discloses Personal Data to the Buyer, the Buyer shall comply with all applicable data protection laws and regulations.
103. The Buyer shall apply appropriate physical, technical and organizational measures to ensure a level of security of personal data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
104. The Buyer agrees that it will not withhold or delay its consent to any changes to this Clause XX which in Seller's or its affiliates' reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to the Seller.
105. The Buyer acknowledges that the processing of personal data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements with the Seller or its affiliates. To the extent such additional agreements are not Initially concluded as part of the Contract, Buyer, its relevant affiliates, or subcontractors shall upon Seller's request promptly enter into any such agreement(s), as designated by the Seller, and as required by mandatory law or a competent data protection or other competent authority.

#### XXI. DISPUTES. APPLICABLE LAW

106. Unless otherwise expressly agreed in writing, the Contract shall exclusively be governed by and interpreted in accordance with the laws of the Netherlands. All disputes under or in connection with the Contract which cannot be settled between the Parties shall be submitted to the District Court of 's Hertogenbosch, the Netherlands.
107. All proceedings under this Article shall be conducted in the English language and all documents exchanged between the Parties and/or submitted in the context of a proceeding under this Article shall be in English or shall be accompanied with a certified English translation of the original document.

#### XXII. ASSIGNMENT

108. Neither Party may assign or otherwise transfer the Contract or assign any of its rights or delegate any of its obligations hereunder, without the prior written consent of the other Party, and any attempted or purported assignment by either Party without such consent shall be null and void. Notwithstanding the foregoing however, the Seller may assign all of its rights and delegate all of its obligations hereunder to any parent, subsidiary or affiliated entity of the Seller or in connection with a merger, acquisition or sale of all or of substantially all of its assets, without the consent of the Buyer.

#### XXIII. SEVERABILITY

109. In the event that any provision(s) of the Contract or these General Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof.

#### XXIV. WAIVER

110. The failure on the part of either Party to exercise, or any delay in exercising, any right or remedy arising from any offer, Order and its confirmation, the Contract, or these General Conditions, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising therefrom preclude any other or future exercise



thereof or the exercise of any other right or remedy arising from any offer, Order and its confirmation, the Contract, or these General Conditions or by law.

111. No changes, modifications or amendment of the Contract shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each Party.

#### XXV. NOTICES

112. All notices and communications to be given under these General Conditions shall be in writing and shall be deemed delivered upon hand delivery, confirmed facsimile communication, by certified, registered, first class or equivalent mail, addressed to the Parties at their addresses set forth on the offer, Order and its confirmation and/or the Contract.

These general terms and conditions have been prepared in different language versions; however, in case of discrepancies, the English version shall prevail.

These General Conditions and Terms of Sales shall apply from 01.10.2023.