

Flexx Group General Purchasing Conditions

These purchasing conditions take effect on 1-11-2023 and apply to the private limited companies SodaFlexx International B.V. (Chamber of Commerce number: 89646991), CemFlexx B.V. (Chamber of Commerce number: 89646681) and HydroFlexx B.V. (Chamber of Commerce number 91212685). These conditions were filed at the Chamber of Commerce on 30-11-2023.

1. Definitions

The terms listed below have the following meanings:

- Services: any form of service performed or to be performed by the Supplier for the Client in accordance with the Agreement.
- Goods: moveable goods to be delivered by the Supplier to the Client in accordance with the Agreement.
- Supplier: the other party of the Client.
- Client: the user of these Purchasing Conditions.
- Agreement: the written agreements between the Client and the Supplier regarding the supply of Goods and/or Services.
- Production tools: moulds, templates, forms, dies, jigs, models, drawings, methods, production technologies and other tools, practices and instructions required by the Supplier for the provision of the Goods and/or Services.
- In writing: In these Purchasing Conditions, electronic data traffic is equated with written documents.
- Conditions: These general purchasing conditions.

2. Scope of application

- 2.1 These Conditions apply to all Agreements and all requests, offers and orders relating to the supply of Goods and/or Services by the Supplier to the Client. The Supplier accepts the applicability of these Conditions.
- 2.2 The general terms and conditions of the Supplier are explicitly rejected.
- 2.3 Amendments or supplements to these Conditions shall only be binding to the Client once agreed

in writing with the Client and shall only apply to the Agreement under which the amendment or supplement has been agreed, unless otherwise agreed in writing.

3. Conclusion of an Agreement

- 3.1 Requests for offers issued by the Client are not binding to the Client.
- 3.2 Unless otherwise agreed in writing, the Supplier's offers have a term of validity of at least three months from the date of the offer.
- 3.3 Costs associated with an offer, including but not limited to the cost of drawings, designs and samples, shall be borne exclusively by the Supplier.
- 3.4 All negotiations may be terminated by the Client without giving reasons and without any obligation to pay damages.
- 3.5 The Supplier shall always check all information provided by and/or on behalf of the Client with regard to the Agreement for accuracy and completeness and shall immediately inform the Client of any errors, omissions and/or any other imperfections it contains.
- 3.6 The Agreement is established by issuing a purchase order. The Client will sign or accept them in Writing.
- 3.7 The Supplier shall provide the Client free of charge with all information that The Client reasonably considers necessary in connection with the Agreement.

4. Prices

- 4.1 Prices are fixed and exclusive of any payable VAT, including all costs related to the fulfilment of the Supplier's obligations and,

unless otherwise agreed in Writing, are based on delivery DDP (INCOTERMS 2020) at the agreed place stated in the purchase order.

5. Changes and additional work

- 5.1 The Client is authorised to change the scope and/or quality of the Goods and/or Services to be provided in consultation with the Supplier.
- 5.2 If, in the judgment of the Supplier, a change requested by the Client affects the agreed price, the time of delivery or other relevant circumstances, he shall be obliged, before acting on the change, to inform the Client of this (in writing) as soon as possible, no later than two working days after notification of the requested change. If the Client does not consider these implications to be reasonable, the parties shall enter into consultation on that subject.
- 5.3 The Client is only obliged to pay for Goods and/or Services not included in the Agreement if these Goods and/or Services and their impact on the agreed price have been agreed (In Writing) with the Client in advance and the Client has ordered them (In Writing) based on that agreement. Additional work as referred to in this Article shall be reported by the Supplier to the Client within 5 days at the latest of its necessity being established.

6. Invoicing and payment

- 6.1 Unless otherwise agreed in writing, the Supplier shall invoice the Client for the Goods and/or Services it has delivered only after delivering those Goods and/or Services.
- 6.2 The right to invoice lapses after 6 months from the day on which the relevant Goods and/or Services have been delivered to the Client.
- 6.3 The Supplier must state the following on its invoice: purchase order number, order, the Client

reference, item number. The packing slip number, quantity and price should also be indicated on the invoice. If the Agreement provides for the performance of Services charged to the Client on an hourly or daily (partial) basis, the Supplier shall also enclose a detailed hourly or daily (partial) specification. Invoices that do not meet these requirements will be returned by the Client with a request to complete the missing information.

- 6.4 Once the invoice is approved by the Client, the Client shall pay the invoice within 30 days of the invoice date. If the invoice did not meet the requirements mentioned in Article 6.3, this term shall commence on the first day following the day on which the Client has received a correct invoice from the Supplier.
- 6.5 If it has been agreed that the Client shall pay in advance, the Client shall be entitled to require the Supplier to provide an unconditional and irrevocable bank guarantee, issued by a bank acceptable to the Client, for its own account as security for the repayment of that advance payment.
- 6.6 Payment by the Client does not in any way constitute any relinquishment of its rights. Nor does payment constitute an acknowledgement that the Goods/Services comply with the Agreement and/or are free of defects.
- 6.7 The Client is authorised to set off amounts owed to the Supplier against amounts by it (and/or other companies belonging to the same group as the Client) that are owed to the Supplier (and/or other companies belonging to the same group as the Supplier). If, in the event of set-off, amounts are denominated in different currencies, the Client will determine in which of those currencies the set-off will take place. Conversion will be at the

- official rate valid on the day on which payment is due according to the relevant invoices.
- 6.8 Invoices should preferably be sent (digitally) to:
finance@sodaflexx-int.com.
- 7. Delivery**
- 7.1 Unless otherwise agreed in Writing, delivery of Goods shall take place DDP (INCOTERMS 2020) at the agreed place of delivery and at the agreed time. The Supplier may only deliver early or in batches if the Client has given (Written) permission for this. If the Supplier nevertheless delivers earlier without permission, the payment period will not start before the agreed time.
- 7.2 The agreed time of delivery or completion of Goods and/or Services by the Supplier is of material importance to the Client. In the event of late delivery or non-delivery, the Supplier shall be held in default without further notice of default being required.
- 7.3 The Supplier shall immediately inform the Client in Writing of the imminent exceeding of the agreed time of delivery or completion.
- 7.4 The Supplier shall be liable for all damage suffered by the Client as a result of exceeding the agreed time of completion or delivery as referred to in Article 7.2.
- 7.5 For each day of delay in delivery or completion, the Supplier shall forfeit to the Client an immediately payable penalty of 0.5% of the total order amount with a minimum of € 100.00 and up to a maximum of 10% of the total order amount.
- 7.6 The penalty referred to in Article 7.5 applies in addition to and without prejudice to the Client's right to compensation under the law. The Client reserves the right to set off this penalty and/or compensation against amounts owed to the Supplier.
- 7.7 The Client may, in mutual consultation with the Supplier,
- decide to postpone the delivery or completion. In such cases, the Supplier will store, preserve, secure and ensure that the Goods to be delivered are packaged soundly, separately and in a recognisable manner.
- 7.8 The Supplier is obliged to make the documentation pertaining to the Goods and/or Services to be delivered available to the Client prior to or at the same time as the delivery or completion. The Client is free to use this documentation, including but not limited to reproducing it for its own use.
- 7.9 The Client may impose additional requirements with regard to the documentation accompanying the Goods and/or Services supplied, such as sample inspection documents, bills of quantities, material certificates, test results, etc. This will be stated at the time of granting the order.
- 7.10 Goods must be properly and adequately packed and, if necessary, marked with additional instructions from the Client, so that they can reach their destination in good condition and be properly delivered there. Each order line should be packed separately and easily identifiable as such, preferably on a separate pallet.
- 7.11 Pallets, crates and other packaging timber should be treated according to the ISPM 15 regulation.
- 7.12 A packing list must be present with the Goods to be delivered. The packing list must state the order and item number, the number and correct description of the relevant Goods specified by the Client.
- 7.13 All packaging, with the exception of loaned packaging, shall become the property of the Client upon delivery, unless relinquished by the Client. Packaging or loaned packaging shall be returned at the Supplier's expense.
- 7.14 Quantities

Excess delivery. If more Goods are delivered than agreed, the Client has the right to refuse the excess goods delivered. The Supplier will be notified of this and must collect the goods itself and issue a credit note. *Under-delivery.* If fewer Goods are delivered than agreed, the Supplier shall supplement the Goods to the agreed quantity, unless such under-delivery has been agreed (in writing). Invoices will not be processed until the agreed quantity of Goods has been correctly invoiced by the Supplier to the Client, in which case the payment term as stated in Article 6.4 applies

8. Inspection

- 8.1 The Client is authorised, but not obliged, to inspect or have inspected the Goods and/or Services, as well as the equipment and materials used in the performance of the Agreement, both prior to and after their delivery. The inspection itself does not automatically imply delivery, purchase or acceptance of those Goods and/or Services.
- 8.2 The Supplier shall cooperate with the inspection free of charge and shall provide the Client or its representative upon first request with access to the place where the Goods are manufactured or stored or where the Services are performed. The Supplier shall also provide the Client or its representative with all information the Client reasonably requires to assess whether the Supplier is complying with its obligations under the Agreement.
- 8.3 The Client shall notify the Supplier in writing of rejection. In that case, the provisions of Article 9.3 of these Conditions apply.
- 8.4 Rejected Goods shall, at the Client's discretion, either be returned to the Supplier or kept by the Client until the Supplier has given the Client further instructions in this respect.

Rejected Goods shall be at the Supplier's risk from the moment of dispatch of the notice referred to in Article 8.3 to the Supplier. Ownership of the rejected Goods shall revert to the Supplier from the date of such notification. The Supplier shall also refund to the Client at its first request all amounts already prepaid regarding those rejected Goods or Services in full and immediately.

9. Warranties

- 9.1 The Supplier warrants that the Goods are free from property law and/or contract law restrictions and/or other rights in favour of third parties.
- 9.2 The Supplier warrants for a period of 18 months after commissioning, unless otherwise agreed, that the Goods and/or Services delivered are of good quality, free of construction, material and manufacturing defects and that they comply with the Agreement. If the delivered or completed Goods and/or Services have not been put into use within 6 months of delivery or completion, the warranty shall apply for a period of 24 months after delivery or completion
- 9.3 The Supplier shall repair all defects which the Goods and/or Services show during the warranty period immediately and in consultation with the Client or, at the Client's discretion, replace (or partially replace) the defective Goods.
- 9.4 The Supplier shall bear all costs associated with repairing the defect, or replacing the Goods and/or Services. This also includes the costs of putting the Goods and/or Services into operation after repair or replacement. If the Goods and/or Services belong to a larger object, the costs of commissioning that larger object shall also be borne by the Supplier.
- 9.5 If the Supplier, after having been given a reasonable term in writing

- by the Client, where a term of 14 days is to be considered generally reasonable, fails to meet its warranty obligation included in this Article, the Client shall be entitled to perform the warranty work itself or have it performed by third parties at the Supplier's expense and risk. The Client may offset the costs thus incurred against amounts owed to the contractor.
- 9.6 These warranty provisions in no way limit the Supplier's liability in the event of an attributable failure under the law or the Client's rights to claim repair and/or compensation from the Supplier in the event that defects only become apparent after the expiry of the warranty period.

10. Personnel

- 10.1 The personnel engaged by the Supplier for the implementation of the contract shall meet the special requirements set by the Client and in their absence the general requirements of professional competence and expertise. If, in the opinion of the Client, there are insufficiently qualified personnel, the Client is authorised to order the removal of such personnel. The Supplier is in this case obliged to replace such personnel.
- 10.2 The Client is authorised to identify personnel used by the Supplier in the performance of the Agreement, if performance of the Agreement takes place on the Client's premises and/or premises.
- 10.3 The Supplier shall ensure that the presence of its personnel on the Client's premises and in the Client's buildings does not impede the uninterrupted progress of the Client's and third parties' work.
- 10.4 Prior to commencing performance of the Agreement, the Supplier and its personnel shall acquaint themselves with the rules and regulations applicable on the Client's premises and buildings, including those relating to safety,

- health and the environment, and conduct themselves accordingly.
- 10.5 The Supplier guarantees to the Client the timely payment of social security contributions, VAT and wage tax (including national insurance). The Client is always entitled to pay the relevant amounts, for which the Client could be jointly and severally liable under the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, to the Supplier by payment into its frozen account within the meaning of the aforementioned Act. Likewise, the Client shall have the right to withhold the relevant amounts from the price due to the Supplier and pay them directly on behalf of the Supplier to the relevant industrial insurance board or the receiver of direct taxes.

With this deposit or payment, the Client is discharged towards the Supplier for the amounts concerned.

11. Ownership

- 11.1 All production tools and all materials and parts which the Client has made available to the Supplier for the performance of the Agreement shall remain the property of the Client.
- 11.2 The Supplier shall hold the production tools and the materials and parts owned by the Client as a borrower for the Client. In connection with this, the Supplier shall ensure that the production tools and/or materials and parts are marked in such a way that it is clear to third parties that they are owned by the Client. The Supplier is obliged to arrange insurance for these items at its own expense during the time it has these items on loan. The Supplier shall use these items (or cause them to be used) exclusively for the purposes of the Agreement. The Supplier will return these items to the Client without delay and at its own

- expense once the Agreement has been executed or has ended.
- 11.3 If the Agreement provides for the processing of materials provided by the Client and the Supplier fails in its obligations in this respect to such an extent that the materials are no longer usable, the Supplier shall reimburse the Client for the materials, without prejudice to all other rights to which the Client is entitled under this Agreement or the law.
- 11.4 The Client reserves the right at all times and under all circumstances to repossess its property - regardless of whether it has already been processed or used by the Supplier - against payment of any processing costs owed by the Client.
- 11.5 The Supplier shall neither use, nor permit the use by or for third parties of the production tools, materials and parts owned by the Client, for or in connection with any purpose other than the performance of the Agreement.
- 12. Intellectual property rights**
- 12.1 All drawings, models, tools, specifications, as well as the specifications, inventions, designs, data collections, advice, work instructions and all other documentation and items provided by the Client to the Supplier in connection with the Agreement shall remain the property of the Client and shall be returned by the Supplier to the Client at its own expense at the end or on termination of the Agreement. Intellectual property rights to or in the aforementioned drawings, models, tools, specifications, as well as the specifications inventions, designs, data collections, advice, work instructions and all other documentation and goods shall, to the extent present, remain vested in the Client.
- 12.2 Unless otherwise agreed in writing by the Client and the Supplier in this regard, all drawings, models, tools, specifications, as well as the specifications, inventions, designs, data sets, advice, work instructions and all other documentation and items produced by or on behalf of the Supplier in connection with or pursuant to the Agreement, including any intellectual property right contained therein, shall be deemed to have been produced for the Client and shall be owned by the Client. Following the termination or ending of the Agreement, these drawings, models, etc. must be provided with the necessary properties and must be handed over to the Client, unless otherwise agreed. Any intellectual property rights to these drawings, models, tools, specifications, as well as the specifications, inventions, designs, data collections, advice, work instructions and all other documentation shall also rest with the Client. Insofar as these intellectual property rights are not vested in the Client by operation of law, the Supplier shall at all times, at the Client's first request, provide all cooperation, including the signing of transfer deeds, necessary to transfer these rights to the Client.
- 12.3 Should the supplier, following the termination or ending of the agreement, fail to submit/return to the Client the drawings, models, etc. made available by the Client or produced on the Client's instructions, the Client shall be entitled to suspend all payments owed to the Supplier at that time in respect of the Agreement and/or to set off those payments against the costs to be incurred by the Client, whether or not for the purpose of replace them.
- 12.4 If it has been agreed with the Supplier, contrary to the provisions of Article 12.1 and/or 12.2, that (certain) drawings, models and designs (hereinafter collectively the "Drawings") shall

remain the property of and/or the intellectual property rights to or in the Drawings shall rest with the Supplier, the Supplier shall grant the Client a perpetual, irrevocable, worldwide, exclusive, royalty-free and transferable licence to reproduce, disclose, use, adapt and otherwise exploit the Drawings. On the Client's first request, the Supplier shall promptly provide the Client with a copy of the Drawings.

13. Confidentiality

- 13.1 The Supplier is obliged to maintain confidentiality in respect of third parties of (a) all data/information/business/rights referred to in Article 12.1 and (b) all other data/information/business/rights provided by the Client or otherwise made known to it concerning the Client, its Clients, other relations and the Agreement, and shall only use them in connection with the Agreement and shall not make copies thereof or publicly disclose any detail thereof in any way or for any reason without the Client's written consent. The Supplier must also impose these obligations on all subordinates and non-subordinates who gain knowledge of this and guarantees that they will comply with these obligations. If no Agreement is concluded or an Agreement is terminated or comes to an end, the Supplier shall immediately return to the Customer all that it received from the Customer at its own expense. The confidentiality obligation remains fully in effect even after termination of the Agreement for any reason.
- 13.2 Orders placed by the Client are confidential and the Supplier must not use them for publicity or sales promotion purposes, unless otherwise agreed in writing.
- 13.3 In the event of breach of confidentiality as contained in this Article, the Supplier shall forfeit to the Client an immediately

payable penalty of €25,000, to be increased by €5,000 for each day that the breach continues, without prejudice to the Supplier's right to claim damages and/or performance.

- 13.4 The Supplier is, in addition to and without prejudice to the penalty referred to in Article 13.3, always fully and without any limitation liable to the Client for any form of damage and for all other consequences of non-compliance with the obligation of confidentiality as contained in this Article of these terms and conditions which is suffered or experienced respectively by the Client or any third party.

14. Insurance

- 14.1 The Supplier shall take out and maintain adequate insurance in respect of its liability to the Client under the Agreement or the law and furthermore insure and maintain insurance on all normal conditions insurable risks in its business operations. The Supplier shall promptly provide a certified copy of its policies and proof of premium payment upon the Client's request.

15. Dissolution, Suspension and Termination

- 15.1 In the event that the Supplier fails to fulfil its obligations under the Agreement, as well as in the event of bankruptcy or suspension of payment or in the event that the Supplier otherwise loses the free disposal of its assets, in the event of liquidation, cessation or relocation of the Supplier's business, or in the event of a transfer of control in the Supplier within the meaning of the SER Merger Code of Conduct, regardless of whether it applies or in the event that permits required for the Agreement are withdrawn from the Supplier, the Client is entitled to suspend performance of its obligations under the Agreement and/or to dissolve the Agreement

- in whole or in part with immediate effect, also without any further notice of default being required, without being obliged to pay any compensation and without prejudice to its other statutory and contractual rights, unless these Purchasing Conditions provide otherwise.
- 15.2 The Supplier is obliged, at the Client's first request, to immediately provide sufficient security, in the form desired by the Client, or to supplement or amend this security for the full performance of the Supplier's obligations under the Agreement, failing which the Client shall be entitled to suspend the performance of its obligations under the Agreement and/or, if desired, to dissolve the Agreement (or have it dissolved).
- 15.3 All claims the Client has or may acquire against the Supplier shall, except as otherwise provided in these Conditions, become immediately due and payable in full,
- without any notice of default being required, if a situation as referred to in Articles 15.1 and 15.2 arises or if the Supplier fails to fulfil any of its obligations under the Agreement, these Purchasing Conditions or otherwise towards the Client.
- 15.4 All possible extrajudicial costs, expressly including sending single reminders, making (settlement) proposals, and other preparatory actions, and all possible legal and judicial costs incurred by the Client as a result of the Supplier's non-performance, shall be borne by the Supplier.
- 15.5 If the Agreement provides for the continuous or recurring delivery of Goods and/or Services, the Client shall at all times be entitled to terminate the Agreement subject to a notice period as mutually agreed and otherwise of 5 days, without being liable for any compensation.
- 15.6 If the Agreement entails the provision of Services and is entered into for a specific project, the Client also has the right to terminate the Agreement subject to a notice period as mutually agreed and otherwise of 5 days. In that case, the Client shall only be obliged to pay a proportional part of the agreed price.
- 15.7 In the event of force majeure on the part of the Supplier, the Client has the right to (a) terminate the Agreement with immediate effect or (b) grant the Supplier a further term for compliance.
If at the end of this further period the Supplier is unable to fulfil its obligations, the Client shall be entitled to terminate the Agreement with immediate effect. In case of termination due to force majeure, the Client shall not be liable for compensation for damages and costs.
- 15.8 The Supplier shall notify the Client immediately after the circumstance causing force majeure has occurred, stating the cause of the force majeure. The Client shall be entitled to demand a statement from an independent body appointed by the Client regarding the existence of the force majeure and the consequences for the Supplier.
- 16. Liability**
- 16.1 The Supplier is liable for all damage, direct or indirect, caused to, by or in connection with the Goods and/or Services or suffered by the Client or third parties as a result of any shortcoming by the Supplier in the fulfilment of any of its obligations under the Agreement and these Terms and Conditions, as well as a result of any wrongful act or omission by the Supplier or any of the (auxiliary) persons for whom the Supplier is responsible, as well as for all other damage for which the Supplier is liable to the Client under the law.

- 16.2 The liability referred to in the previous paragraph also applies if the damage is caused by or to equipment, tools or other resources used by the Supplier, its personnel, subcontractors or employees.
- 16.3 The Supplier shall fully indemnify the Client against all claims of third parties and fully compensate the Client for all damage that may arise for the Client, its employees or any third party from or resulting from the Agreement, any attributable shortcoming or wrongful act of the Supplier, its employees, its subcontractors and/or any person employed, unless and to the extent that the Supplier proves that a claim of a third party is in no way related to any circumstance within the Supplier's responsibility.
- 16.4 The Supplier is obliged to immediately report to the Client any case in which, in the context of the delivery of Goods and/or the performance of Services, damage of whatever nature is caused to goods or persons, and to draw up a report in this regard recording the circumstances of the accident.

17. Suspension and set-off by the Supplier

- 17.1 The Supplier is not permitted to suspend any of its obligations under the Agreement and/or the Conditions and/or otherwise arising from them in whole or in part.
- 17.2 The Supplier is not permitted to set off any debt to the Client, on whatever account, against any claim the Client may have on the Supplier, whether under the Agreement or otherwise.

18. Third party involvement and transferability

- 18.1 The Supplier has the right to subcontract its work under the Agreement to third parties only with the prior consent of the Client. Notwithstanding such

- consent, the Supplier remains liable for the timely and proper performance of the Agreement.
- 18.2 The rights and obligations arising for the Supplier from the Agreement are not transferable, except with the written consent of the Client.

19. Disputes and applicable law

- 19.1 All legal relationships between the Client and the Supplier are exclusively governed by Dutch law with the express exclusion of the Vienna Sales Convention (CISG).
- 19.2 Disputes between the parties, including disputes regarded as such by only one of the parties, shall wherever possible be resolved by means of close consultations.
If the parties fail to reach a solution, all disputes that may arise as a result of the Agreement or further agreements resulting from it will be adjudicated by the competent court of the District Court of Rotterdam. The proceedings will be conducted in the Dutch language.

20. Final provisions

- 20.1 Nullity or nullification of one or more provisions of the Agreement and/or the Conditions shall not affect the validity of the remaining provisions of the Agreement and/or the Conditions.
- 20.2 In the event of nullity of one or more provisions of the Agreement and/or Purchasing Conditions, the parties shall consult in order to agree on (a) new provision(s) to replace the void or voided provision(s), taking into account as much as possible the purpose and meaning of the void or voided provision(s).