

**PURCHASING CONDITIONS OF MONTAIR ENVIRONMENTAL SOLUTIONS B.V., ESTABLISHED IN HORST AAN DE MAAS, WITH REGISTERED OFFICES IN KRONENBERG, LISTED IN THE COMMERCIAL REGISTER UNDER NUMBER 77857623**

**Article 1 Definitions**

In these Purchasing Conditions, the terms listed below shall be understood to have the following meanings:

- a. Montair Environmental Solutions B.V.: the user of these Purchasing Conditions and the counterparty of the supplier, hereinafter referred to as: "MONTAIR".
- b. Supplier: the counterparty of MONTAIR.
- c. Agreement: the written version of the arrangements between MONTAIR and the Supplier in relation to purchasing agreements and/or contracting agreements, assignment agreements and/or combinations of these, in addition to any amendments thereof or additions thereto and any legal actions carried out in performance of the Agreement.
- d. Parties: MONTAIR and the Supplier.
- e. Direct Damage: material damage to items designed, sold, supplied, processed, let, maintained, assembled, disassembled, transported, installed, repaired or restored by the Supplier for, to or on behalf of MONTAIR, including software (including the accompanying documentation), components and/or accessories.
- f. Indirect Damage: all losses or damage not included in the definition of direct damage, such as consequential losses, losses suffered, increased production costs, loss of profits, physical injury, harm caused to animals, intangible losses ("compensation for pain and suffering"), lost savings, environmental damage, reduced goodwill, losses caused by business stagnation, losses resulting from damages claims brought against the supplier by third parties, interest and costs for the prevention, limitation or establishment of damage and/or any costs incurred in order to obtain an out-of-court settlement.

**Article 2 Applicability**

- 2.1. These Purchasing Conditions shall apply to all requests, offers and all agreements relating to the purchase and supply of items by MONTAIR and/or to the performance of work and/or the performance of services by the supplier on behalf of MONTAIR.
- 2.2. In the event that when making an offer and/or concluding the agreement, the Supplier applies its own general terms and conditions, MONTAIR hereby expressly excludes the applicability of such terms and conditions, except in the event and in so far as MONTAIR expressly acknowledges the applicability of those general terms and conditions in writing.
- 2.3. These Purchasing Conditions may only be rejected and any agreements concluded may only be amended in the event that MONTAIR agrees to the same in writing.
- 2.4. In the event that these Purchasing Conditions in any way contradict the provisions of specific undertakings that have been agreed, the terms of those specific undertakings agreed shall prevail over the terms of these Purchasing Conditions.
- 2.5. In the event that one or more stipulations that form part of these Purchasing Conditions are found to be invalid or rendered null and void, the legal effect of the remaining stipulations shall remain unaffected.

**Article 3 Offers by the Supplier and contents of the Agreement**

- 3.1. Unless expressly agreed otherwise in writing, offers made by the Supplier shall remain valid for two months, commencing from the date on which the offer is received by MONTAIR.
- 3.2. An agreement between MONTAIR and the supplier shall not come into being until such time as the content of the agreement is confirmed by MONTAIR in writing.
- 3.3. In the event that and in so far as the confirmation by MONTAIR referred to in paragraph two deviates from that which had been offered by the Supplier, the Supplier must make any objections in that regard known to MONTAIR in writing within eight days of the date on which it receives the confirmation from MONTAIR. If the Supplier fails to do this, the confirmation by

MONTAIR shall be deemed to constitute full evidence of that which had been agreed between the parties.

3.4. MONTAIR shall be entitled at all times to amend the scope and/or capacity of the items to be supplied and/or the services to be performed, in consultation with the Supplier. Any changes shall be agreed in writing. In the event that in the Supplier's opinion, a change will have an effect upon the fixed price that was agreed and/or the time of delivery, the Supplier shall be obliged, before carrying out the change, to inform MONTAIR of this in writing, within eight days of receiving notice of the change(s) desired by MONTAIR.

**Article 4 Delivery period, delivery and transfer of risk and ownership**

- 4.1. The agreed delivery period(s) is/are of essential significance to MONTAIR and unless agreed otherwise in writing, must be regarded as a final deadline. The agreed delivery period shall commence on the day on which the Supplier receives the confirmation of the agreement from MONTAIR.
- 4.2. In the event that the delivery period(s) is/are exceeded, the Supplier shall be in default by operation of law, without any notice of default being required. The Supplier shall then be liable to MONTAIR in respect of any direct or indirect damage or losses incurred.
- 4.3. The risk in relation to the items to be supplied shall only be transferred to MONTAIR once the items have been received by MONTAIR in its warehouse or at the location to which they were to be supplied on behalf of MONTAIR. The transportation risk, together with all associated expenses, shall be borne exclusively by the Supplier.
- 4.4. Ownership of the items to be supplied shall pass to MONTAIR once the items have been delivered in accordance with the stipulations in 4.3.
- 4.5. In the event that the items to be supplied are rejected by MONTAIR, the risk and ownership of the items shall revert back to the Supplier, commencing from the date of dispatch.

**Article 5 Prices**

- 5.1. Unless otherwise agreed in writing, the agreed prices shall be carriage paid to MONTAIR's warehouse and shall include the costs of transportation, insurance, import duties and packaging, but shall exclude turnover tax.
- 5.2. The agreed prices shall be fixed and once the agreement has been concluded, may only be amended by means of a more detailed written agreement.
- 5.3. Price increases as a result of additional supplies or additional work performed may only be charged onwards to MONTAIR in the event that MONTAIR has accepted such price increases in writing.
- 5.4. Unless otherwise agreed in writing, the agreed prices shall be denominated in euros; no exchange rate differences may be charged onwards.

**Article 6 Guarantee**

6.1. The Supplier guarantees:

- that the items to be supplied are suitable for the purpose for which they are intended
- that the items to be supplied will be complete and ready for use and will be supplied with all associated parts, accessories, tools, spare parts, software and associated documentation, user instructions and handbooks
- that the items correspond entirely with the contents of the agreement (including all specifications, drawings, calculations, constructions and/or other documents provided by the Supplier in order for the agreement to be concluded)
- that the items, unless otherwise agreed in writing, will, as a minimum, comply with the statutory requirements under the law of the Netherlands and with government regulations with regard to quality, the environment, health and safety
- that the items to be supplied will be of good quality and will not contain any design, manufacturing and/or material faults.

6.2. In the event that MONTAIR establishes that the items supplied do not fulfil the stipulations in section 6.1 (either in part or in

full), the Supplier shall be deemed, following receipt of the written notification of the above, to be in default by operation of law, without any notice of default being required.

6.3. Having received the first written notification from MONTAIR, the Supplier shall be obliged to rectify, without delay and at no cost, all faults and defects that occur within 12 months of commissioning or no later than 18 months after the date of supply.

#### **Article 7 Breach and liability**

7.1. In the event of any breach attributable to the Supplier, the Supplier shall be deemed to be in default by operation of law after receiving written confirmation of the breach, without any notice of default being required.

7.2. Notwithstanding the right to compensation for losses or damage and notwithstanding any other rights arising from the Agreement or allowed by law, the Supplier shall be obliged, without any judicial intervention, to pay MONTAIR an immediate penalty of 1% per day, commencing from the date on which default commences, up to a maximum of 10% of the amount to be paid by MONTAIR to the Supplier.

7.3. In the event of any breach attributable to the Supplier, the Supplier shall be liable towards MP for all direct and indirect losses or damage suffered by or to be suffered by MONTAIR.

7.4. In the event that the Supplier takes the view that the breaches cannot be attributed to it ("force majeure"), the Supplier shall be obliged to provide evidence that confirms its opinion. Nevertheless, MONTAIR shall be entitled to terminate the Agreement in such situations.

7.5. The Supplier shall be obliged to indemnify MONTAIR in respect of all claims by third parties for the payment of direct or indirect losses or damage resulting from, or related to, the culpable breach on the part of the Supplier.

7.6. In the event of a culpable breach of contract by MONTAIR towards the Supplier, the maximum liability of MONTAIR for direct or indirect losses or damage incurred by the Supplier shall be expressly restricted, in application of Article 1(e) and 1(f) as appropriate, to the price agreed with the Supplier, unless the case involves damage or losses resulting from an intentional act or gross negligence of the Board or of managerial employees of MONTAIR or involves liability arising from stipulations under mandatory law.

7.7. In the event of a breach, whether or not it is attributable to the Supplier, or in the event of the insolvency of or the suspension of payments by the Supplier, the admission of the Supplier to a statutory debt remediation scheme, the placing of the Supplier under an official receiver, the liquidation of the Supplier or the takeover of the Supplier's company by third parties, MONTAIR shall at all times be entitled to suspend the obligations laid down in the Agreement or to terminate the Agreement without any judicial intervention and without any notice of default being required, at its discretion, without the Supplier being able to initiate any claim for compensation in such a case.

#### **Article 8 Payment**

8.1. Payment of the Supplier's invoice shall be effected within 45 days of the invoice being received by MONTAIR. Once the aforementioned payment deadline has expired, MONTAIR shall not be in default towards the Supplier. The Supplier must send a written notice to MONTAIR and allow MONTAIR a reasonable period within which to effect payment.

8.2. Invoices that contain insufficient detail to enable them to be processed correctly (such as those that do not state the order number, item number, product specifications or the company's number in the Commercial Register) shall be returned to the Supplier for completion and will not be due for payment until such time as all requirements have been met. The same applies to invoices that do not fulfil the requirements laid down in the Dutch Turnover Tax Act 1968.

8.3. MONTAIR shall at no time be obliged to effect any payments in advance.

8.4. MONTAIR shall be entitled to offset all claims it may have against the Supplier that can be valued in monetary terms against the amount stated on the Supplier's invoice.

8.5. MONTAIR shall be entitled to suspend payment of the Supplier's invoice, in the event that it establishes that the Supplier has culpably failed to fulfil the terms of the Agreement.

8.6. The Supplier may never regard payments made to it by MONTAIR as constituting the relinquishment, by MONTAIR, of any of its rights.

8.7. In the event that and in so far as MONTAIR commits a culpable breach towards the Supplier of its obligation to effect payment, the Supplier may only assert a claim against MONTAIR for the reimbursement of interest at the statutory interest rate for consumers, by virtue of Article 6:119 of the Dutch Civil Code. The applicability of Article 6:119a of the Dutch Civil Code is hereby excluded, in so far as this is permitted under the terms of the law.

#### **Article 9 Conversion**

In the event that a stipulation that forms part of these Purchasing Conditions is, or is rendered, null and void, it shall be replaced (in so far as possible by operation of law) with a stipulation that corresponds as closely as possible to the purpose of the stipulation that is, or is rendered, null and void. The Parties shall owe a duty to one another, if required, to enter into reasonable consultations with one another regarding the wording of that new stipulation. The validity of the remaining stipulations contained within the general terms and conditions shall remain unaffected, unless prevented by the rules applicable under mandatory law.

#### **Article 10 Industrial and intellectual property rights**

10.1. The Supplier guarantees that the items to be supplied to MONTAIR (including software and the associated documentation) do not infringe the industrial or intellectual property rights of third parties and shall indemnify MONTAIR in respect of all claims by third parties in relation thereto (including all costs, losses and damage, and interest).

10.2. Without the prior written permission of MONTAIR, the Supplier shall be prohibited from making use of the trading name, brand, logo or products of MONTAIR within its commercial relationships with third parties or for the purpose of advertising or testimonials.

10.3 The Supplier hereby undertakes by operation of law to transfer to MONTAIR all current and future intellectual property rights arising from the agreement, which does not include all copyrights. The transfer of all intellectual property rights also includes the right of reproduction, distribution, display, performance and any other form of exploitation of intellectual property by MONTAIR.

10.4 All intellectual property rights to the goods developed or made available to MONTAIR or the supplier on the basis of the agreement, goods including software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, are vested exclusively in MONTAIR. Supplier only obtains the rights of use that are expressly granted by these general terms and conditions and the law. A right of use vested in the Supplier is non-exclusive, non-transferable to third parties and not sub-licensable.

10.5 The Supplier guarantees that no rights of third parties preclude the provision to MONTAIR of the end product or service by the Supplier. The Supplier indemnifies MONTAIR against any claim by a third party based on the allegation that such provision, use, processing, installation or incorporation infringes any right of that third party.

10.6 The Supplier guarantees that all information relating to all current and future intellectual property rights transferred to MONTAIR pursuant to the agreement will be treated confidentially and will not be disclosed to third parties without the prior written consent of MONTAIR.

#### **Article 11 Drawings, other resources and confidentiality**

All of the drawings, models, materials, tools, technical data, software (and accompanying documentation) made available by MONTAIR to the Supplier shall be used exclusively by the latter for the performance of the Agreement; the Supplier shall also

keep them in good condition and they shall at all times remain the property of MONTAIR. Immediately following the expiry of the Agreement, the Supplier shall return those items to MONTAIR at the Supplier's own expense. Without the prior written permission of MONTAIR, the Supplier shall be prohibited from reproducing (or from arranging the reproduction of) the aforementioned items or of other details relating to the Agreement, from allowing them to be viewed by third parties, or from providing a transcript thereof and/or permitting their use in any other manner by a third party.

**Article 12 Limitation**

All claims of the Supplier shall lapse no later than one year after the date on which they arise.

**Article 13 Prohibition of assignment and pledging; prohibition preventing the transfer of rights and obligations**

13.1 Without the prior written permission of MONTAIR, the Supplier shall not be authorised to assign or pledge, to third parties, any claims arising from agreements concluded with MONTAIR.

13.2 The prohibition of assignment and pledging in paragraph 1 of this Article is expressly intended to apply in relation to the law of property, in the sense of Article 3:83, paragraph 2 of the Dutch Civil Code. The prohibition of assignment and pledging is therefore also effective on third parties.

13.3 Nor shall the Supplier be permitted to assign to a third party any of the rights and obligations arising from (an) agreement(s) concluded by the Supplier with MONTAIR, without the prior written permission of MONTAIR.

**Article 14 Disputes and applicable law**

14.1 All of our offers and agreements shall be subject to the laws of the Netherlands.

14.2 The application of the United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Convention") is hereby excluded.

14.3 Unless the rules under mandatory law decree otherwise, the competent court of the area in which MONTAIR's registered offices are located shall enjoy exclusive jurisdiction in connection with any disputes that may arise between MONTAIR and the Supplier.

**Article 15 Information security, cybersecurity and NIS2**

15.1 The Supplier shall take appropriate technical and organisational measures to guarantee the confidentiality, integrity and availability of MONTAIR's information, systems and data, in accordance with the state of the art and applicable laws and regulations, including the NIS2 Directive and national legislation based on it.

15.2 The Supplier shall notify MONTAIR of any (suspected) security incident without delay and at the latest within 24 hours of discovery, data breach or cyber incident that has or may have consequences for MONTAIR, its systems, installations or data.

15.3 The Supplier shall provide MONTAIR with all reasonably necessary cooperation in the investigation, mitigation and reporting of a security incident.

15.4 The Supplier guarantees that the obligations under this article apply in full to third parties and sub-suppliers engaged by it.1

5.5 The Supplier indemnifies MONTAIR against all damages, fines and claims by third parties arising from the from non-compliance with this article.

**Article 16 Privacy and personal data**

16.1 If the Supplier processes personal data in the context of the agreement, it will act in full accordance with the General Data Protection Regulation (GDPR).

16.2 The Supplier will only process personal data on behalf of and on behalf of MONTAIR and will not use it for its own or other purposes.

16.3 At the request of MONTAIR, a separate processing agreement will be concluded.