



GENERAL TERMS AND CONDITIONS OF PURCHASE OF ARMUNTIS B.V.

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1. Definitions

In these general terms and conditions, the following terms are defined as:

Armuntis: the private limited liability company Armuntis B.V.

Goods: items and/or (receivable) rights and/or services.

Agreement: the written agreements between Armuntis B.V. and the counterparty concerning the supply of goods.

Counterparty: the party who submits an offer or quotation to Armuntis B.V., or from whom Armuntis B.V. in any way procures goods or services, or with whom Armuntis B.V. enters into an agreement, or from whom Armuntis B.V. obtains assignments or otherwise, in the broadest sense of the word, goods or services.

2 General provisions

2.1 These General Terms and Conditions of Purchase apply to all (requests for quotations, offers, or acceptances) concerning agreements under which Armuntis B.V. procures goods or services from the counterparty or otherwise issues an assignment to the counterparty.

2.2 These general terms and conditions apply to all forms of delivery of goods by the counterparty, and Armuntis B.V. expressly rejects the applicability of the counterparty's general terms and conditions. Any terms and conditions referred to by the counterparty in its offer, order confirmation, correspondence, invoice, or in any other form, are also expressly rejected unless expressly accepted in writing by Armuntis B.V.

2.3 All performances or deliveries already provided by either Armuntis B.V. or the counterparty prior to the conclusion of the agreement shall be deemed to have been performed under the applicability of these general terms and conditions.

2.4 If any provision of these general terms and conditions is found to be wholly or partially invalid, contrary to law, unenforceable or non-binding, the

remaining provisions shall remain in full force and effect.

2.5 If Armuntis B.V., in any particular case, does not invoke provisions arising from these general terms and conditions, at any time and for any reason, this shall not be construed as a waiver of its rights.

2.6 Agreements, rights, and obligations between Armuntis B.V. and the counterparty, as well as any claims the counterparty may have against Armuntis B.V., may not be assigned or transferred by the counterparty without prior written consent from Armuntis B.V.

2.7 All amounts stated in these general terms and conditions are exclusive of value-added tax (VAT) and any other government-imposed levies.

3 Offers and pricing

3.1 Any quotation or offer submitted by the counterparty in any form shall constitute an irrevocable offer. Unless otherwise stated by Armuntis B.V., any request for a quotation or other form of request issued by Armuntis B.V. is non-binding and revocable.

3.2 An order issued by Armuntis B.V. shall only be valid if confirmed in writing or issued by an authorized representative of Armuntis B.V.

3.3 If the counterparty undertakes any actions, preparations, or work prior to receiving the order from Armuntis B.V. as referred to in 3.2, it does so entirely at its own risk.

3.4 Unless otherwise agreed in writing, all prices provided by the counterparty are exclusive of VAT and include all costs required for the execution of the agreement, including but not limited to transport, insurance, packaging materials, return shipments, and any costs related to the import or export of the goods.

3.5 Price changes will only take effect 30 days after written approval from Armuntis B.V.

3.6 Unless otherwise agreed and confirmed in writing by Armuntis B.V., payment of



invoices shall be made within 30 days after acceptance of the goods by Armuntis B.V..

3.7 If discrepancies are found in the delivery from the counterparty, Armuntis B.V. reserves the right to withhold payment until such discrepancies are resolved to the satisfaction of Armuntis B.V.

3.8 If it becomes apparent that Armuntis B.V. is liable for the payment of employee and national insurance contributions or payroll taxes related to the assignment, Armuntis B.V. shall withhold these amounts from the agreed price.

4 Delivery

4.1 Unless expressly confirmed in writing by Armuntis B.V., the counterparty is not entitled to split the agreement or make partial deliveries. Armuntis B.V. reserves the right to refuse split or partial deliveries. Any resulting costs and risks shall be held by the counterparty.

4.2 Goods shall be delivered DDP (Delivered Duty Paid, Incoterms) to the warehouse address of Armuntis B.V. The counterparty is responsible for providing proper packaging and all necessary documentation.

4.3 Armuntis B.V. reserves the right to refuse goods if the correct terms and conditions have not been met.

4.4 If the agreement cannot be fulfilled on time, in full, or in compliance with applicable laws and regulations as agreed, Armuntis B.V. is entitled to terminate the agreement.

4.5 The counterparty shall perform the agreement with Armuntis B.V. without making any deviations or changes. All goods delivered must comply with legal requirements and the quality standards specified in the agreement or by law. The counterparty shall not deviate from these requirements without the express consent of Armuntis B.V.

4.6 Title to the goods shall transfer upon delivery at the warehouse of Armuntis B.V., provided the goods are approved by Armuntis B.V. Risk of breakage shall only transfer to Armuntis B.V. after delivery; any damage incurred during transport, collection, or delivery remains at the risk of the counterparty.

4.7 Ownership of the goods transfers to Armuntis B.V. only upon delivery in full compliance with the agreement. The counterparty guarantees that the goods are delivered with full and unencumbered title.

4.8 The counterparty shall supply Armuntis B.V. with all necessary documentation related to the goods and shipment, including but not limited to inspection certificates, user manuals, EC declarations, warranty certificates, and specifications.

4.9 If the counterparty foresees that delivery under the agreement will not be possible, or cannot be carried out in full compliance with the agreement or other obligations specified in these purchasing terms or applicable legal/regulatory requirements, the counterparty is obligated to immediately inform Armuntis B.V. with reason. Such notification does not release Armuntis B.V. from its right to terminate the agreement if the counterparty cannot fully or partially fulfill it.

4.10 If Armuntis B.V. arranges the collection and transport of the goods, it does not release the counterparty from its risk with regard to breakage as mentioned in article 4.6, the counterparty remains the owner of the goods including all risk during transport even if Armuntis B.V. arranges the transport of the goods.

5 Warranty

5.1 The counterparty shall guarantee that the goods are free from visible and non-visible defects and shall apply the standard warranty period customary in the relevant industry. The warranty period shall be extended by the duration in which the goods could not be used. A new warranty period shall apply to any goods that are offered as replacements or have been repaired.

5.2 In the event of defects in the goods delivered by the counterparty during the warranty period, Armuntis B.V. shall have the right to return the defective goods at the expense of the counterparty and to demand immediate reimbursement for the defective goods or to require that all defective goods be repaired. In both cases, Armuntis B.V. retains the right to claim compensation for any damages resulting from these defects.

6 Quality

6.1 The counterparty shall observe and comply with all laws and regulations relevant to the performance of the agreement with Armuntis B.V., including but not limited to those relating to quality, environment, safety, and health.

6.2 The personnel of the counterparty shall meet all legal requirements and any specific requirements set by Armuntis B.V. the counterparty guarantees that its personnel are adequately trained and competent to carry out the agreement with Armuntis B.V., and in the absence of specific requirements from Armuntis B.V. or by law, they must meet the general professional standards of the industry in which both parties operate.

6.3 To perform any part of the agreement on behalf of Armuntis B.V. or on the premises of Armuntis B.V., the counterparty must comply with all requirements set by Armuntis B.V. as well as all applicable laws and regulations, including any third-party safety regulations.

6.4 The counterparty shall always fully cooperate if Armuntis B.V. wishes to carry out an inspection or has such an inspection performed by a third party.

6.5 The counterparty shall provide Armuntis B.V. with all documentation deemed necessary for an audit, both prior to and during the audit.

6.6 In the case of an audit resulting in a negative outcome for specific goods, the counterparty shall bear the cost of those goods.

6.7 Audits and inspections of goods do not relieve the counterparty of its obligations or liability.

6.8 The counterparty shall possess all necessary licenses from relevant authorities to perform the agreement. If the counterparty does not have these permits or has lost them, it shall immediately inform Armuntis B.V. and the counterparty shall be fully responsible for all resulting costs.

7 Confidentiality

The counterparty is obliged to maintain complete confidentiality regarding the existence and content of the agreement, as well as all other matters concerning cooperation with Armuntis B.V., during and

after the termination or fulfillment of the agreement.

8 Termination and dissolution

8.1 If the counterparty fails to fulfill one or more of its obligations under the agreement, Armuntis B.V. shall have the right to dissolve the agreement in whole or in part without prior notice of default, summons, or judicial intervention. Armuntis B.V. shall not be liable for any damages in such case and retains all other rights. In case of default by the counterparty, Armuntis B.V. may also choose to:

- a. Require the counterparty to re-perform the obligation at its own expense;
- b. Have the delivered performance reversed at the cost and risk of the counterparty;
- c. Perform or reverse the performance itself, also at the cost and risk of the counterparty.

These rights remain in effect even in cases of force majeure or if the counterparty is not at fault.

8.2 In the event of bankruptcy, suspension of payments, termination of business, liquidation, or transfer of the company of the counterparty, or if a substantial part of the assets is seized and not lifted in time, Armuntis B.V. shall have the right to terminate the agreement immediately and without judicial intervention. Armuntis B.V. shall not be liable for any damages in such cases.

8.3 In all situations described in articles 8.1 and 8.2, Armuntis B.V. also has the right to temporarily suspend its own obligations under the agreement.

8.4 The counterparty is fully liable for any damages caused by goods it supplies or uses, regardless of whether they have been processed. The counterparty shall indemnify Armuntis B.V. against any third-party claims related to these goods.

8.5 The counterparty is liable for third-party damage claims resulting from attributable failures or unlawful acts toward Armuntis B.V. the counterparty is also liable for errors or omissions by its personnel or third parties it engages in the execution of the agreement. The counterparty shall fully indemnify Armuntis B.V. for such damages.

8.6 The counterparty is obliged to maintain adequate insurance coverage for all liabilities arising from these general terms and conditions.

9 Social obligations

9.1 The counterparty shall execute the agreement with Armuntis B.V. itself and shall not engage third parties or temporary workers unless explicitly approved in writing by Armuntis B.V. The counterparty shall indemnify Armuntis B.V. from any chain liability of third parties, implementing authorities, and tax liability.

9.2 The counterparty guarantees timely payment and fulfillment of its agreements and (social and tax) obligations towards its employees and those of third parties engaged by it.

9.3 The counterparty is obligated to fully cooperate with Armuntis B.V. upon request by providing documentation regarding compliance with laws and regulations, including Article 16a paragraph 2 sub a of the Coordination Act on Social Insurance.

9.4 Upon request by Armuntis B.V. the counterparty must provide recent statements concerning payment behavior from implementing authorities and the tax authorities.

9.5 Upon request by Armuntis B.V. prior to the execution of the agreement and weekly during its execution, the counterparty must provide a written overview of all employees it employs itself or through third parties. This overview must include at least the following information: full name, address, city of residence, date and place of birth, and Citizen Service Number (BSN). Additionally, a copy of a valid identity document in accordance with Article 1 of the Identification Act (Stb. 1993, 660) must be submitted for each employee. For employees with a nationality outside the EU, a copy of their work permit and employment terms must also be provided. For EU workers, a valid posting declaration is required.

9.6 Upon request by Armuntis B.V., the counterparty must grant access to the payroll records of the aforementioned employees. Additionally, the counterparty must provide a weekly written statement of

the locations where these employees have worked and how many hours they have worked at each location. The counterparty guarantees that its employees, as well as employees of third parties engaged for the agreement, are able to identify themselves at any time upon request by Armuntis B.V.

9.7 The counterparty must, to the satisfaction of Armuntis B.V., demonstrate that it – and, if applicable, the third parties it engages – keeps accurate records that clearly show the amounts of payroll tax and social security contributions due for the employees involved in the performance of the agreement.

9.8 If Armuntis B.V. is held liable under tax or social insurance legislation for unpaid premiums or taxes by the counterparty, or if there is a risk thereof, the counterparty is obligated to provide all necessary information that allows Armuntis B.V. to demonstrate that the non-payment is not due to its own actions, those of the counterparty, or its subcontractors.

9.9 If Armuntis B.V. has reasonable grounds to believe that the counterparty is not (properly) complying with the obligations outlined in this article, it shall be entitled to suspend its obligations toward the counterparty. In addition, Armuntis B.V. may offset its payment obligations to the counterparty against a right of recourse pursuant to Article 16g of the Coordination Act on Social Insurance or Article 56 of the Collection of State Taxes Act 1990, regardless of whether such recourse claim is already due.

10 Intellectual property rights

10.1 The counterparty guarantees that the execution of the agreement and the normal use of the goods, in the broadest sense of the word, will not infringe upon any intellectual property rights, patents, copyrights, trademarks, design rights, or other rights. The counterparty shall fully indemnify Armuntis B.V. against any such claims from the counterparty or third parties.

10.2 In the event that the counterparty has access to industrial, intellectual, copyright, or other property rights that are specifically created or designed for or on behalf of Armuntis B.V., the counterparty is obligated

to cooperate in the transfer of these property rights and shall use them solely for the fulfillment of agreements with Armuntis B.V., without making or distributing any further copies or other forms of duplication.

11 Compensation for damages

11.1 In addition to the provisions of previous articles in the event of an attributable failure by the counterparty to fulfill its obligations towards Armuntis B.V., the counterparty shall owe an immediately payable penalty of:

- a. 15% of the total value of the relevant agreement, and
- b. 1% of the total value of the relevant agreement per day in the event of late performance, for each day the failure continues.

In addition to these penalties, Armuntis B.V. retains the right to claim full compensation for damages from the counterparty.

11.2 The counterparty shall be liable for all judicial and extrajudicial costs associated with the collection of the amounts owed. This includes, but is not limited to, legal assistance costs. The extrajudicial costs are set at a minimum of 15% of the amount due, with a minimum of €400. All costs incurred by Armuntis B.V. to enforce its rights against the counterparty shall be fully held by the counterparty.

11.3 With regard to the penalties and damages referred to in Articles 11.1 and 11.2, a payment term of 30 days shall apply after notification by Armuntis B.V. to the counterparty. These penalties and damages shall be increased with statutory interest if payment is not made on time, as referred to in Article 6:119a paragraph 1 of the Dutch Civil Code.

12 Assignment of rights

12.1 The counterparty is not permitted to assign the agreement or any obligations arising from it to third parties, or to have it performed in whole or in part by third parties, without the prior written consent of Armuntis B.V. If Armuntis B.V. grants consent, the counterparty remains fully responsible and liable for all acts performed by third parties in connection with the assignment.

12.2 Claims of the counterparty against Armuntis B.V. may not be assigned or pledged.

13 Applicable law and competent court

13.1 Dutch law shall apply to all offers made by the counterparty, to the agreements concluded between Armuntis B.V. and the counterparty, and to deliveries by the counterparty.

13.2 Any disputes between Armuntis B.V. and the counterparty that cannot be resolved amicably shall be submitted to the competent court in 's-Hertogenbosch.