

## **GENERAL TERMS and CONDITIONS OF PURCHASE of ALLNEX**

(specific legal entity further identified in the Purchase Order, hereinafter referred as "Buyer")

### **1. GENERAL**

1.1 These general terms and conditions of purchase, along with the purchase order to which it relates (the "Purchase Order"), contains all the terms and conditions of the parties' agreement concerning purchased goods ("the Goods") or services ("the Services") (the "Agreement"), notwithstanding any conflicting provisions in the eventual terms and conditions of sales of the seller (the "Seller").

1.2 The Agreement may not be modified or superseded, except by a written instrument signed by an authorised representative of the Buyer.

1.3 By returning an acknowledgement copy of a Purchase Order or delivering Goods and/or performing Services, Seller recognizes being unconditionally bound by the Agreement.

### **2. SPECIFICATIONS AND WARRANTIES**

2.1 The quality, quantity and description of the Goods and/or the Services shall be in strict conformity with the Purchase Order and/or any applicable specification(s) supplied by the Buyer to the Seller or agreed in writing by the Buyer.

2.2 The Seller warrants that all Goods and Services delivered are:

- of first-class design, construction, execution, materials, composition and quality;
- if applicable, in conformity with drawings, other data and the standards designated by Buyer;

- of merchantable quality and fit for their intended use;
- free of liens and all other encumbrances;
- in conformity with applicable government laws and regulations;
- free of all patent, license and other intellectual property rights of third parties

performed in a prompt and professional manner in accordance with industry standards.

2.3 The Seller warrants to supply to the Buyer spare parts and support to the executed Service for at least five (5) years after delivery of the Goods and/or acceptance of the Services.

2.4 All above warranties are continuing and survive acceptance of the Goods or Services by the Buyer.

### **3. PRICE**

3.1 Unless stated otherwise in the Purchase Order, the price of the Goods and/or Services shall be:

- exclusive of any applicable value added tax and goods and services tax;
- inclusive of all other imports and taxes, duties, transport and travelling costs, and costs of insurance, adequate packaging, unloading, inspections, tests, certificates and the like.

3.2 The price shall not be subject to change without the prior written consent of the Buyer.

### **4. PAYMENT**

4.1 The Seller shall invoice the Buyer at any time after delivery of the Goods or performance of the Services.

4.2 Unless otherwise agreed, payment shall be due sixty (60) days after the end of the month following receipt of a correct invoice or the Goods and/or Services, whichever is later. Payments initiated on the second working day of the month following the payment due date shall be deemed timely upon initiation.

4.3 The Buyer shall be entitled to set off any amount owed to Buyer or any of its affiliated companies from Seller or any of its affiliated companies against any amount payable by Buyer to Seller. In the event such set off involves Seller's affiliate, Seller hereby agrees to be jointly and severally liable on any debt owed by such affiliate up to the amount payable by Buyer to Seller.

4.4 Seller may not assign any moneys due or which are to become due under the Agreement.

### **5. DELIVERY**

5.1 Delivery takes place on agreed ICC INCOTERMS. If no INCOTERMS apply, delivery shall be understood to occur at the moment unloading has finished taking place at the location designated by Buyer.

5.2 Time of delivery of the Goods and of performance of the Services is of the essence and shall start to run from the date of acceptance by the Seller of the Purchase Order or the date on which the Seller is placed in possession of such information and drawings as may be necessary to enable him to start work on the Goods or the Services, whichever may be the later.

5.3 Exceeding the completion deadlines for the execution of the Services or delivery dates of the Goods shall automatically result in the application of a penalty equal to 1% of the total amount of the Purchase Order per working day of delay, capped at 10% of the total amount of the Purchase Order. This penalty may not under any circumstances be considered as a waiver of the right to terminate the Purchase Order according to art.14.2 or to claim additional compensation for any loss suffered by the Buyer.

5.4 Delivery of Goods in instalments shall be permitted only with the consent of the Buyer and such permission, if given, shall not entitle the Seller to claim payment prior to completion of the Agreement unless the Buyer has agreed in writing.

5.5 If the Buyer is not able to accept delivery of the Goods or installation of the Goods when due, the Seller shall be responsible for arranging suitable storage at suitable premises of the Goods, advising the Buyer beforehand of the particulars of such proposed storage and the Seller shall also ensure that the Goods and the premises in which they are stored are properly insured against all the usual risks and notify the Buyer of such insurance cover.

5.6 If delivery is made before the delivery date specified in the Purchase Order, the Buyer may return the Goods to the Seller at the Seller's risk and expense.

5.7 Each delivery must be accompanied by details of the exact quantity and description

of the Goods and/or the Services performed. Shipping documents stating the relevant Purchase Order number for each shipment must be sent by regular mail or email to the plant or office which issued the Purchase Order on the day on which the shipment is made, marked for the attention of the logistic/receiving office. Invoices stating the relevant Purchase Order number should be sent on .pdf form to [APinvoicessNA@allnex.com](mailto:APinvoicessNA@allnex.com). When Goods are invoiced by the Seller but shipped by a third party, the invoice shall bear the name of the shipper and the point from which the delivery originated. If shipment is not delivered to the allnex premises, the original bill of lading must be furnished with the invoice(s).

5.8 Delivery is completed only if the agreed Goods or Services are delivered in their entirety in accordance with the Agreement at the location designated by Buyer.

5.9 The Seller shall provide Buyer a current material safety data sheet ("MSDS") for each Good supplied to Buyer under the Agreement on an annual basis or sooner in the event such document has been modified.

5.10 If the Seller is in the position of being able to supply some but not all of its customers, the Buyer shall be given priority over all other of the Seller's customers.

### **6. CHANGES/EXTRA WORK**

6.1 The Seller shall not make any changes in designs or specifications to the Goods or Services except with the written consent or at the written request of Buyer.

6.2 The Seller shall not change or modify the Goods, its production processes or methods, production location, qualitative and/or quantitative compositions, reagents, ingredients and/or solvents used in the production process without the prior written consent or at written request of the Buyer. In case the Seller intends to implement one of the described changes or modifications it shall inform the Buyer hereof at least 3 months in advance.

6.3 The Seller shall at all times make technically feasible changes in or additions to agreed Goods or Services, as desired by Buyer.

6.4 Changes and additions shall not lead to an increase in the agreed price or an extension of the agreed time of delivery unless and to the extent reasonable and provided that within five (5) days after the request of Buyer for such changes or additions the Seller has made a written proposal to Buyer with respect to an increase or an extension before the execution of said changes or additions and also provided that Buyer has agreed in writing with the changes and additions as well as the indicated price by Seller before they are executed.

6.5 Buyer is entitled to rescind or terminate the Agreement in whole or in part if implementation of the changes or additions it desires does not appear to be possible on conditions acceptable to it. In this case, the Seller shall be entitled, if applicable, to compensation as set out under article 14.3.

### **7. BUYER'S MATERIALS AND EQUIPMENT AND INTELLECTUAL PROPERTY RIGHTS**

7.1 All specifications, drawings, patterns, artwork, designs tools, dies, moulds and other items furnished by the Buyer to the Seller or the cost of which is charged against the Purchase Order (a) are confidential and shall not be disclosed by the Seller to any other person without the prior consent of the Buyer, (b) shall not be copied or used for any other purpose other than for the carrying out of the Purchase Order, (c) shall remain the property of the Buyer, (d) shall be returned at the Seller's risk and expense in good order and condition to the Buyer immediately upon request or on completion of the Purchase Order and (e) shall be insured against all risks by the Seller whilst they are in its possession.

7.2 If any item furnished by the Buyer to the Seller or the cost of which is charged against the Purchase Order is damaged or destroyed whether due to the defective workmanship of the Seller or any other reason it shall be replaced or paid for by the Seller.

7.3 Where the Goods are designed, created or otherwise developed by or for the Seller pursuant to the Purchase Order, then all intellectual property rights therein or relating thereto throughout the world (including, without limitation, patents, copyrights, design rights, registered designs, trademarks, service marks and know-how and the rights to apply for any of the foregoing) ("the Intellectual Property Rights") shall belong to the Buyer or its affiliated entity absolutely. The Seller hereby assigns the Intellectual Property Rights to the Buyer with the intent that upon the making or creation thereof the Intellectual Property Rights shall automatically vest in the Buyer and the Seller shall, at the Buyer's request, (and notwithstanding the termination of the Agreement) sign and execute and procure the signature and execution of all such documents and do all such acts as the Buyer may reasonably require to vest such Intellectual Property Rights in the Buyer.

7.4 The Seller warrants that the delivered Goods and/or Services and the use thereof do not violate any intellectual or industrial property rights.

### **8. PROHIBITION ON CONTRACTING OUT**

The Seller is not allowed to transfer or contract out to third parties, in whole or in part, the implementation of the Agreement except with the written consent of the Buyer.

### **9. INSPECTION, TESTING, NO RELEASE**

9.1 Buyer is at all times entitled to inspect or have inspected, to examine or have examined and/or to test or have tested the Goods or Services, irrespective of where the Goods are located or the Services are performed.

9.2 Inspection, examination, testing, purchase and/or payment by or on behalf of Buyer does not release the Seller from any obligation or liability under the Agreement.

### **10. RISK AND TRANSFER OF TITLE**

10.1 Goods to be delivered and/or Goods with respect to which Services will be performed are for the account and risk of the Seller until the completion of the delivery as referred to in article 5.8.

10.2 If Buyer makes any payment before delivery, the title to the Goods to be imputed to that payment is transferred to Buyer at the moment of payment. The Seller is obligated

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to identify and to keep identifiable the Goods belonging to the Buyer which are still present at the Seller's premises. For these Goods, the Seller shall hold them on behalf of the Buyer.

### **11. PUBLIC ORDER, SAFETY AND ENVIRONMENT**

11.1 The Seller and its employees or third parties brought in by it applicable at all locations relevant under the Agreement must strictly comply with all rules, regulations, orders and instructions in force in the place where the work is performed with respect to public order, safety and the environment.

11.2 Seller shall comply with all applicable laws related to the import, export, transportation, storage, handling, distribution, disposal, labelling, promotion and sale of the Goods, including obtaining any applicable import/export product licenses and broker licenses.

11.3 Seller warrants that all applicable regulatory requirements are complied with. In case the REACH Regulation No 1907/2006 of the European Parliament and the Council (REACH) applies (or its revised version), the latter warranty shall apply until the Goods, their chemical elements and/or compounds as defined by Art. 3 paragraphs 1) and 2) REACH (or their equivalent in the revised regulation) have reached the end of the supply chain. Seller furthermore warrants undertaking its best efforts to keep and defend the marketability of the Goods, including but not limited to, pre-registration, registration, application for authorization and/or defense against restriction. Seller shall constantly follow the regulatory status of the Goods, its chemical elements and/or compounds and inform BUYER immediately about any discussion of their regulatory status.

### **12. LIABILITY AND REJECTION OF GOODS AND/OR SERVICES**

12.1 In the event of breach of the warranties set forth in art.2, Buyer shall notify in writing to the Seller within thirty (30) days from discovery of such defect. Seller, at its own expense, at Buyer's option, shall correct by (i) repair, (ii) replacement or (iii) reimbursement such breach as soon as possible, but not more than ten (10) days after written notice from Buyer. If the breach is not so corrected, then Buyer, at its option, shall have the same options again. If a part of the Goods and/or Services is replaced, repaired or modified, the warranties apply under the same conditions from the date of receipt of the replaced, repaired or modified Goods and/or Services.

12.2 The Seller hereby agrees to indemnify and hold the Buyer, its subsidiaries and the officers, directors and employees of the Buyer harmless from and against any and all actual or alleged claims, demands, loss, damage, liabilities, settlement amounts, costs or expenses whatsoever (including court costs and reasonable attorneys' fees and costs) arising from, (a) a breach of Seller under the Agreement, which breach shall include, without limitation, (i) a defect occurring in the manufacture, processing, packaging or labelling of the Goods, and (ii) a breach of any of the warranties set out under articles 2, 7.4 and 11.2; (b) injury to property or persons arising out of the act or omission or the negligence of the Seller, its employees, servants, agents, sub-contractors or others in connection with the performance of the Agreement save in so far as the same is attributable solely to the negligence of the Buyer or its employees, servants, agents or sub-contractors.

12.3 The Buyer reserves the right to reject all or any part of the Goods and/or the Services which the Buyer considers do not conform with article 2 of the Agreement or to the Purchase Order and to return such rejected Goods to the Seller at the Seller's risk and expense and without prejudice to any other remedy the Buyer may have at law, the Buyer may, at its option, have the rejected Goods and/or Services or part thereof replaced or re-performed by the Seller at the Seller's expense.

### **13. INSURANCE**

13.1 The Seller shall at all times possess the following insurance cover:

13.1.1 Workers Compensation, where applicable, to statutory limits

13.1.2 Employers Liability to a minimum of \$500,000 (USD) each accident/disease;

13.1.3 Public Liability to a minimum of \$1,000,000 (USD) for any one incident and \$2,000,000 (USD) in aggregate losses unless otherwise agreed by the Buyer in writing;

13.1.4 Auto Liability for property damage and/or bodily injury caused to Buyer's property or to person(s) by any motor vehicle in the control of the Seller, its employees, agents and sub-contractors to a minimum of \$1,000,000 (USD);

13.1.5 Product Liability to a minimum of \$10,000,000 (USD);

13.1.6 all other loss, damage, injury or other claim incurred to or by the Seller or the Buyer which may arise out of the Agreement.

13.2 The Seller shall submit evidence of such insurance to the Buyer for approval prior to commencing any work under the Agreement.

### **14. SUSPENSION/RESCISSION/TERMINATION**

14.1 Buyer is authorised to suspend its obligations pursuant to the Agreement or to rescind or terminate the Agreement in whole or in part (hereafter: rescission) by means of a written declaration and without previous notice of default, if and insofar as the Seller does not, does not in a timely fashion, or does not adequately fulfil any obligation toward Buyer, as well as in case of moratorium or bankruptcy of the Seller, attachment of (a part of) its company property or goods intended for the implementation of the Agreement, and closing down or liquidation of its business. In that case, Buyer is only obligated to compensate the Seller at the pro-rata price for the Goods or Services already delivered, but only insofar as the Services delivered were also in fact useful to Buyer, and/or Buyer desires to keep the Goods, all this without prejudice to Buyer's right to damages to which it is entitled by virtue of article 12.

14.2 Failure to fulfil in a timely fashion as referred to in article 14.1 also occurs if there is a delay in production or implementation plans received or stipulated by Buyer, or if under the circumstances, the presumption is reasonably justified that a delay shall take place in

the execution of any (part of an) obligation under the Agreement.

14.3 Buyer is authorised to rescind the Agreement in whole or in part by means of a written declaration if the contract with its own buyer or customer for whose benefit the Agreement with the Seller was solely entered into is for whatever reason rescinded, terminated or suspended in whole or in part. In that case, as well as in the case of article 6.5, Buyer is only obligated to compensate the Seller at the pro-rata price for the Goods or Services already delivered.

14.4 If Buyer or the Seller is prevented from fulfilling the Agreement for more than thirty (30) days by force majeure, both parties are entitled to rescind the Agreement by means of a written declaration of rescission, against compensation at the pro-rata price for the Goods or Services already delivered.

14.5 Apart from the above-mentioned cases, Buyer is authorised to rescind the Agreement by means of a written declaration, against payment at the pro-rata price for the Goods or Services already delivered, and if the Seller establishes that it has thereby suffered damage or loss, increased by a maximum of ten percent (10%) of the remaining agreed price as compensation for this damage and loss (lost profits included therein). Any claim of the Seller to further supplementary or substitute damages are excluded.

### **15. DISPUTES AND APPLICABLE LAW**

15.1 All disputes existing between the parties shall be heard exclusively by the competent court of the registered seat of the Buyer, unless Buyer prefers another competent forum.

15.2 The Agreement between Buyer and Seller is subject to the law of the country of the Buyer.

### **16. SUSTAINABILITY**

Buyer operates its business with a strong commitment to sustainable development, aligning itself with internationally recognized ESG (Environmental, Social, and Governance) standards. These ESG Standards encompass occupational health and safety, environmental protection, labor and human rights, and responsible corporate governance. A comprehensive description of the Buyer interpretation of these ESG Standards can be found in the Supplier Code of Conduct which you can find by clicking [here](#). The Buyer firmly expects the Seller to adhere to these ESG Standards and urges the Seller to ensure that all its subcontractors, regardless of tier, also strictly follow these ESG standards. The Buyer retains the right to verify the Seller's compliance with the mentioned ESG Standards, either directly or through third parties appointed by the Buyer, after providing prior notice. Without prejudice to any other rights or remedies available to the Buyer, any breach of this article is deemed to be a breach of the Agreement which shall entitle the Buyer to terminate the Agreement for cause according to article 14.1.

### **17. PRIVACY & COMPLIANCE**

17.1 Seller warrants that it complies with all applicable laws, rules, orders and regulations covering the delivery of the Goods and/or performance of the Services.

17.2 The Seller shall comply with all applicable (inter)national privacy laws, rules and regulations and standards in connection with the performance of the Agreement. The Seller expressly warrants neither to process any personal data for its own purpose nor to involve any subcontractors in processing any personal data without prior written consent of the Buyer. The Buyer is entitled to audit the Seller's compliance with these privacy laws, including without limitation, Seller's obligation to take appropriate technical and organizational measures to protect the personal data involved. The Seller shall contribute and cooperate to the execution of such an audit and shall insure that its subcontractors will contribute and cooperate as determined necessary by the Buyer.

17.3 Seller agrees to comply with financial, economic and trade sanctions (“Restrictive Measures”) laws and regulations enforced by the European Union, the United States and the Security Council of the United Nations, among others, which may apply from time to time. Seller shall not supply the Goods from countries or persons that are sanctioned by the Restrictive Measures.

### **18. CONFIDENTIALITY**

Seller shall not disclose any technical, commercial, organizational, scientific, business information, or Intellectual Property Rights of Buyer (“Confidential Information”), disclosed to, learned by, or developed by it, its employees or agents under the Agreement. In addition Seller shall (i) not use the Confidential Information other than to fulfil its obligations under the Agreement; (ii) not allow access to the Confidential Information to personnel who do not need obligations hereunder and; (iii) protect the Confidential Information with at least the same level of care as it uses for its own confidential information of a similar nature but not less than a reasonable level of care.

### **19. GENERAL**

19.1 Failure to exercise or delay in exercising any right or power under the Agreement shall not operate as a waiver nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other power right or privilege.

19.2 Should any part of the Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of the Agreement shall remain binding upon the parties.