

## GENERAL PURCHASE CONDITIONS SandGrain b.v. 2020

### 1. DEFINITIONS

When used in these General Purchase Conditions *CGPC*) and its relevant PO and/or Agreement, the following terms shall have the following respective meaning:

*Parties*: SANDGRAIN and Supplier;

*SANDGRAIN* : Dutch limited liability enterprise SandGrain b.v. seated FeldMannweg 17, (2628CT) Delft The Netherlands, chamber of commerce registration 75990741.

*Supplier*: any person or legal entity with whom SANDGRAIN wishes to enter into, enters into or has entered into a Agreement or Framework agreement concerning any provision or general supply of Goods by Supplier to SANDGRAIN;

*PO*: a written purchase order of SANDGRAIN concerning the provision of certain Goods by Supplier to SANDGRAIN , including (reference to) any concerned requirement, specification, delivery date and/or schedule, and which identifies itself as an order or purchase order;

*Agreement*: a legal relationship between Supplier and SANDGRAIN , which arises out of and/or relates to a PO;

*Deliverables*: all work results, including (but not limited to) products, parts, components as well as documentation generated by Supplier and/or prepared for or provided by Supplier, which have arisen from services and/or activities of whatever nature, which are to be provided and/or conducted by Supplier under a PO;

*Goods*: all products, designs, equipment, components, Deliverables and/or other materials and related documentation of Supplier and/or its suppliers;

*Works*: (any part of) the Goods, which are or may be copyrightable and/or contain other intellectual or industrial property rights;

*IPR (Intellectual Property Rights)*: all Works as well as any and all intellectual or industrial property rights, title and interest, arising out of, and/or with respect to the Works;

*Defect*: any defect, failure and/or bug of the Goods to perform its intended functions and/or any inaccuracies in associated and to perform as specified in the relevant specifications and requirements;

*Notice*: a notice between Parties as set in Clause 8.1;

*Price*: any and all consideration and compensation, which SANDGRAIN owes to Supplier arising from the relevant PO, as specified in the PO, which shall be including shipping, transportation, administration, packaging and insurance costs;

### 2. SCOPE

- 2.1 These GPC set out the professional legal framework and relationship under which Supplier, as an independent contractor, will provide SANDGRAIN Goods from time to time. These GPC shall apply to all PO's, Goods and Agreements of any kind. Deviations from these GPC shall only be valid when expressly agreed in writing between both Parties. However, SANDGRAIN has the right to amend these GPC unilaterally; such amendment shall have legal effect between Parties fourteen (14) days after Supplier has been so notified in writing or by e-mail or at a later date mentioned in such notification.

### 3. QUOTATION, DELIVERY AND ACCEPTANCE

- 3.1 In case SANDGRAIN requests for a quotation based on a detailed design provided by SANDGRAIN , the quotation shall be sent by Supplier to SANDGRAIN within three (3) days thereafter.
- 3.2 In case SANDGRAIN immediately requires and requests Goods which have (or have not) been manufactured before by Supplier, the quotation shall be sent by Supplier (either by fax and/or email) to SANDGRAIN on the same day of the request by SANDGRAIN . Supplier shall therein also state the maximum Price. The actual Price shall be calculated in arrear but shall not exceed the maximum Price.
- 3.3 Adequately prior to the final acceptance by SANDGRAIN of the Goods (if any), Supplier shall provide SANDGRAIN with Goods including the relating materials, documentation, technical information, required to enable SANDGRAIN to accept such Goods and after acceptance implement, understand, use, maintain, amend, correct and/or modify such Goods. Except as explicitly set otherwise in a PO, that provision and relating

transportation and/or shipping to SANDGRAIN are at the expense and risk of Supplier (Delivered Duty Paid Delft (DDP) as referred to in the Incoterms 2000).

- 3.4 Supplier shall pack Goods for delivery according to the customary standards applying at SANDGRAIN , at costs of Supplier. Supplier shall hold SANDGRAIN indemnified against claims by third parties due to Supplier's failure to comply with any applicable laws and/or regulations.
- 3.5 If applicable, the specific interim and final acceptance(s), criteria and period(s) concerning the Goods will be specified in the PO. If, during the performance of the agreed (interim and final) acceptance(s), (any part of) the Goods are found to contain Defects, SANDGRAIN shall notify Supplier of such Defects by means of a written report at the latest at the last day of the acceptance period. Supplier shall make every endeavor to remedy any Defects reported within an agreed period or - if no specified period was agreed upon - within a reasonable period.
- 3.6 SANDGRAIN is entitled to monitor, audit and/or benchmark Supplier, the Goods and the performance by Supplier under the PO(s) and Agreement(s). SANDGRAIN may inform Supplier about such vendor rating and/or quality assurance and/or related requirements and activities, and for such purposes Supplier shall provide all cooperation and information to SANDGRAIN .

### 4. PAYMENT AND PENALTY

- 4.1 Prices shall be expressed and payable in Euro (EUR), unless stated otherwise in the relevant PO. In consideration of the Goods and IPR adequate rendered by Supplier to SANDGRAIN under the relevant PO, Supplier will invoice SANDGRAIN in a specified manner as set in that PO, and SANDGRAIN will pay to Supplier the Prices as described in that relevant PO or as otherwise mutually agreed upon by Parties in writing. Except as explicitly set otherwise in a PO, payment shall be made by SANDGRAIN within sixty (60) calendar days after the invoice date of a valid, specified invoice of Supplier or per the payment schedule agreed to by Parties as described in the relevant PO.
- 4.2 Payment of any invoices to Supplier by SANDGRAIN will not be deemed as any acceptance of Goods, but rather such Goods will be subject to inspection, acceptance or rejection in accordance with the requirements, specifications, and/or acceptance criteria as specified in the relevant PO or Agreement.
- 4.3 If any delays are caused for reasons outside the control of responsibility of the Supplier or if the Buyer has, for whatever reason, failed to provide technical information or documentation in time or at all, the Supplier is entitled to change the delivery date in case of prior notice to the buyer.
- 4.4 If the supply of Equipment or Services is delayed due to reasons attributable to the Supplier. The buyer shall be entitled to liquidated damages of one percent (1%) per each full week of delay, calculated by reference to the value of the delayed part of the Equipment or Services supplied. The total amount of liquidated damages to be paid by the Supplier in consequence of the Supplier's delay shall in no case exceed ten (10%) of the overall contract price.

### 5. WARRANTY

Supplier makes the following ongoing representations and warranties: (a) the Goods shall be delivered as specified in the relevant PO and within the timing as specified therein, as time is of the essence, and (b) the Goods and IPR shall conform to the specifications and requirements in the PO and Agreement, and the Goods and/or related components (if any) shall be durable, of good quality and industry standards and shall contain no Defects. SANDGRAIN is entitled to return such defect Goods at any time, at the expense and risk of Supplier.

### 6. IPR AND TOOLS

- 6.1 IPR shall be exclusively vested in SANDGRAIN . Title to all such copyrightable elements/parts of the Works shall be transferred from Supplier to SANDGRAIN after it has been created by and/or on behalf of Supplier and shall hereby be deemed to be accepted by SANDGRAIN from Supplier at the moment of creation of the Works. SANDGRAIN shall have all rights to make adaptations, alterations and modifications to the Works and transfer the title and/or grant licenses to third parties to the extent SANDGRAIN considers it appropriate. The compensation for this transfer is deemed to be part of the Price. Title to any

other intellectual or industrial property rights of (elements/parts of) the Works shall be transferred to SANDGRAIN. Supplier will co-operate to perform all legal and reasonable acts necessary for an accurate and complete transfer of those intellectual or industrial property rights to SANDGRAIN, in the way that those rights shall solely be held by SANDGRAIN. The compensation for this transfer itself is deemed to be part of the Price.

- 6.2 All tools, including but not limited to drawings, models, moulds, software, or specific tooling (hereinafter referred to as "Tools") provided by SANDGRAIN to Supplier, or paid for by SANDGRAIN (either under a PO, Agreement or otherwise) are the exclusive property of SANDGRAIN, and shall be returned to SANDGRAIN upon request of SANDGRAIN, or as soon as is practicable after execution of the PO for which said Tools were required. Tools shall be used by Supplier exclusively for the performance and execution of the relevant PO for which said Tools were provided, and within that scope SANDGRAIN herewith grants Supplier the right to use the Tools, which grant Supplier herewith accepts. Supplier shall not use, reproduce, copy or disseminate the Tools without the prior written consent of SANDGRAIN. All Tools shall be identified, marked and tagged with clear text: "Property of SANDGRAIN", shall be insured, and will be stored under good conditions.

## 7. CONFIDENTIALITY

- 7.1 Recipient shall at all times keep in the strictest confidence any and all data, information and know-how related to SANDGRAIN, its businesses, products, systems, software, and/or related to its customers, suppliers, shareholders and/or other relations (collectively hereinafter referred to as 'Information'), which Information is, and/or is considered to be, of a secret, confidential or proprietary nature, being any Information (directly and/or indirectly) (a) provided by and/or on behalf of SANDGRAIN to Recipient, or (b) obtained by Recipient in any way, or (c) is prepared, conceived or developed by Recipient himself or by another Recipient of SANDGRAIN, all if, and to the extent, it relates to SANDGRAIN, its businesses, products, systems, software, or relates to its customers, suppliers, shareholders and/or other relations (collectively hereinafter referred to as 'Confidential Information').
- 7.2 Any and all Information and Confidential Information shall only be used by Recipient (i) solely for the benefit of SANDGRAIN, and (ii) on a need to use basis only for Recipient to perform the tasks and duties under the applicable agreement between Parties. Recipient shall exercise proper and due care regarding the storage and use of all Information and Confidential Information.
- 7.3 Without prior written approval of SANDGRAIN no Confidential Information shall be provided or disclosed (directly and/or indirectly) by Recipient to any third party, except if it is on a need to use basis only for Recipient to perform the tasks and duties under the applicable employment agreement between Parties, in which case said provision or disclosure is only allowed to be disclosed to a third party who (i) has been informed about the confidential nature of the relevant Confidential Information, and (ii) is bound by confidentiality obligations no less stringent than those accepted by Recipient hereunder.
- 7.4 Recipient shall be entitled to make any necessary disclosure of the Confidential Information where it is required to do so by law or by any governmental or other regulatory authority, provided that where reasonably practicable, SANDGRAIN is given not less than 5 (five) working days notice of such disclosures and Recipient disclosing the Confidential Information uses its best endeavours to obtain an assurance or order that such disclosed Confidential Information will be treated confidentially by the authority or person to which it must be disclosed.
- 7.5 If Recipient violates his confidentiality obligations set forth in this Agreement, Recipient owes SANDGRAIN an immediately payable penalty of EUR 25.000 (twenty five thousand Euro), without prejudice to the right of SANDGRAIN to claim full costs and damages from Recipient. Recipient shall be liable for all cost and damages of SANDGRAIN for the breach of any of the provisions of this Agreement by Recipient and/or any person to whom it has given access to the Confidential Information.
- 7.6 Immediately upon receipt of a written request from SANDGRAIN, Recipient shall return, all Information and Confidential Information (howsoever stored and whether in writing or any other means of storage) to SANDGRAIN, and shall permanently destroy any copies thereof in possession of or available to Recipient. Recipient shall promptly confirm these acts to SANDGRAIN in writing.
- 7.7 All intellectual property rights in the Information and Confidential Information shall be and shall remain the exclusive property of SANDGRAIN. With this Agreement, Recipient does not and shall not acquire any right on, or title to, or license in respect to the Information and Confidential Information disclosed to him by

SANDGRAIN, and Recipient shall not use, copy, compile, merge, assemble, dis-assemble, operate, de-compile Information, to the extent that (i) it is not for the benefit of SANDGRAIN, and (ii) it is not within the scope of the obligations and/or responsibilities of Recipient under the applicable legal relationship between Parties.

## 8. TERM AND TERMINATION

- 8.1 Beside statutory provisions in force, any PO and/or relevant Agreement may be terminated by the one Party by Notice with immediate effect and without judicial intervention being required if the other Party applies for moratorium/suspension on any payments, or is declared bankrupt. Any term and/or condition of these GPC, PO and/or Agreement, which by their nature extend beyond its (and any) termination remain in effect.
- 8.2 In the event SANDGRAIN for any reason and at any time in its sole discretion decides to discontinue the provision of Goods of Supplier, SANDGRAIN shall have the right to terminate the relevant PO and Agreement at any time and without prior notice to supplier. In that case, SANDGRAIN will only compensate Supplier for the actual and reasonable expenses performed by Supplier for Goods.
- 8.3 In case Supplier has the intention to discontinue production of Goods, Supplier shall give a six (6) months notice to SANDGRAIN. Such six (6) months notification period shall be defined as the end of lifetime notification period. Supplier shall accept PO's during this period. Supplier shall support the Goods delivered to or ordered by SANDGRAIN prior to the notification during twenty-four (24) months after the date of delivery to SANDGRAIN related to the then latest PO.

## 9. FINAL PROVISIONS

- 9.1 For communication purposes concerning (the implementation, execution and management of) a PO, both Parties will designate a contact person, as specified in that relevant PO. At the discretion of one Party, the contact person of that Party may be changed from time to time upon Notice to the other Party.
- 9.2 Any Notice under the relevant PO and Agreement shall be in writing and shall be deemed to be properly served if sent by fax and/or e-mail, or (ii) by hand delivery (courier) to the address of the other Party (as set in the relevant PO), in which cases the Notice shall be deemed to have been served on the date of posting.
- 9.3 Neither Party by virtue of the PO and/or Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. Supplier is an independent contractor and the PO and Agreement do not create an agency, partnership, or joint venture relationship between Parties. All Goods delivered by and/or on behalf of Supplier under any PO shall be performed by and/or on behalf of Supplier as an independent contractor and not as the agent or partner of or joint venture with SANDGRAIN for any purpose.
- 9.4 Other than these GPC, any applicability of any general terms and conditions of either Party is hereby explicitly excluded. Except as set in other terms and conditions of the relevant PO, both Parties shall not transfer or assign, wholly or partially, their rights and/or obligations under the PO to any third party without the prior written authorization by Notice of the other Party. In deviation to the previous sentence, Supplier will timely make known the subcontractor(s) by Notice. After approval by SANDGRAIN by Notice, Supplier is authorized to make use of the authorized subcontractor(s) for the execution and/or performance of the PO and Agreement. Supplier shall remain responsible for any and all its subcontracting.
- 9.5 The laws of the Netherlands shall exclusively apply to these GPC, PO, Agreement and the performance thereof. The application of the Vienna CISG and the Convention Contracts for the International Sales of Products (April 1980) is hereby explicitly excluded. All disputes arising out or in connection with the GPC, PO, Agreement and related matters, which cannot be solved through amicable negotiations shall be exclusively be laid before the competent court in The Hague, The Netherlands, without prejudice to the right of either Party to apply for disposition by summary proceedings, and unless (i) SANDGRAIN as plaintiff or petitioning Party elects for the competent court of the domicile or place of business of Supplier or unless (ii) Parties specifically agree in writing on a binding ruling or arbitration in the relevant case.

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