

GENERAL TERMS AND CONDITIONS OF PURCHASE

10 JUNE 2024

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Clause 1. Identity

Statutory name: Bronkhorst High-Tech B.V.
Office address: Nijverheidsstraat 1A
7261 AK Ruurlo, NL
Phone number: +31 (0)573 458 800
Opening hours: Monday to Friday
8:00 to 17:00
E-mail: info@bronkhorst.com
Chamber of Commerce number: 08058979
VAT number: NL801989978B01

Clause 2. Definitions

- 2.1. In these general terms and conditions of purchase, capitalised terms will have the meanings ascribed to them in Clause 2.4, unless the context unmistakably indicates otherwise.
- 2.2. In these general terms and conditions of purchase, nouns, pronouns and verbs in the singular shall be deemed to include the plural and vice versa, in all cases in so far as the context so requires.
- 2.3. In these general terms and conditions of purchase, words such as "including", "inclusive of" or "include" are used to indicate that the list to which they relate is not exhaustive.
- 2.4. Definitions:

Agreement means the Written framework agreement pursuant to which Bronkhorst declares these General Terms and Conditions applicable to all Purchase Orders it places with the Supplier;

Background IP means the Intellectual Property Rights owned or licensed to the Supplier prior to the date of Agreement and/or Purchase Order and which are used by the Supplier in relation to the Goods and/or Services;

Bronkhorst means the private company with limited liability (*besloten vennootschap*) Bronkhorst High-Tech B.V., incorporated under Dutch law and registered at the Dutch chamber of commerce under number 08058979;

Call-off means Delivery (in parts) under a Purchase Order in accordance with an (pre) agreed call-off schedule;

Clause means a clause in these General Terms and Conditions;

Delivery means making a Product available to Bronkhorst and/or the actual performance of the agreed Service by the Supplier;

Foreground IP means the Intellectual Property Rights arising directly or indirectly from performance of the obligations under the Agreement and/or Purchase Order;

General Terms and Conditions means Bronkhorst's General Terms and Conditions regarding the purchase of Products and/or Services as set out herein;

Intellectual Property Rights means all intellectual and industrial property rights, including without limitation patents, designs, industrial design rights, copyrights, database rights, trade secrets, know-how, drawings, drafts, documentation, photography, videos, equipment and software, data and data files, trademarks and domain names and all registrations of the above rights and licences or user rights relating to the above rights;

Product means any good offered, sold and/or delivered to Bronkhorst;

Purchase Order means an individual order for the Delivery of a Product and/or Service to Bronkhorst under these General Terms and Conditions;

Services means any services in whatever form (including without limitation maintenance, consultancy, contracting of work, hiring out of personnel, repairs) to be performed for or on behalf of Bronkhorst, whether or not in connection with the delivery of Products.

Specification means the functional and technical specifications of the Product/Service as set out in the Purchase Order and related Technical Documentation;

Supplier means the legal entity or other entity that makes an offer to Bronkhorst for the Delivery of a Product and/or Service and/or with which Bronkhorst enters into an Agreement or Purchase Order;

Technical Documentation means any documentation describing the Specifications of the Product/Service, including without limitation technical drawings, blueprints, drawings, process descriptions, masks, raw materials, components, bill of materials,

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composition, description of features, software, firmware, documentation and design;

Tooling means any items used to create the Products and/or Services, including without limitation moulds, masks, stamps, prototypes, tools and drawings;

Written or In Writing means in writing, by email or by any other electronic means agreed between Bronkhorst and the Supplier through which messages are stored and can be made readable within a reasonable period of time.

Clause 3. General

- 3.1. These General Terms and Conditions apply to all Purchase Orders, offers and quotations pursuant to which the Supplier undertakes to sell and deliver Products and/or Services to Bronkhorst, which undertakes to pay a consideration in return.
- 3.2. Once the Supplier has entered into an Agreement and/or Purchase Order with Bronkhorst subject to these General Terms and Conditions, these General Terms and Conditions will also apply to any (subsequent) Purchase Order placed by Bronkhorst, even in case no explicit reference is made to these General Terms and Conditions when placing the Purchase Order in question.
- 3.3. The clauses in these General Terms and Conditions also serve to benefit the directors and employees of Bronkhorst.
- 3.4. Any applicability of the Supplier's general terms and conditions is expressly excluded by Bronkhorst in advance.
- 3.5. Bronkhorst has the right to unilaterally amend these General Terms and Conditions. The Supplier is deemed to have accepted any amendments to these General Terms and Conditions as of the effective date specified by Bronkhorst, if the Supplier does not notify Bronkhorst of any objections In Writing within seven (7) days of Bronkhorst's Written notification of such amendments.
- 3.6. In so far as the Agreement and/or Purchase Order contains any specific provisions that conflict with these General Terms and Conditions, the specific provisions of the

Agreement and/or Purchase Order prevail. In so far as the Purchase Order contains any specific provisions that conflict with the Agreement, the specific provisions of the Purchase Order prevail.

- 3.7. In so far as an offer and/or quotation contains any provisions that conflict with the Purchase Order, the provisions of the Purchase Order prevail.
- 3.8. In so far as these General Terms and Conditions have been translated into a language other than Dutch, any legal terminology used shall be interpreted in accordance with the interpretation given to them in the Dutch language.

Clause 4. Purchase Order

- 4.1. Any quotation issued by Supplier in response to a request from Bronkhorst will be valid, irrevocable and binding for a period of at least thirty (30) days after it has been received by Bronkhorst.
- 4.2. The Purchase Order between the Supplier and Bronkhorst is established by Bronkhorst sending a Written Purchase Order to the Supplier, which is confirmed by the Supplier as soon as possible but no later than within five (5) working days. The Supplier is obliged to check the Purchase Order for accuracy and to contact Bronkhorst if the Purchase Order contains any inaccuracies.
- 4.3. After sending a Written Purchase Order, Bronkhorst is entitled to submit a Written request to Supplier to amend the Purchase Order. In that case, Bronkhorst and the Supplier will discuss in good faith to amend the Purchase Order. If they fail to reach agreement regarding the changes, Bronkhorst is entitled to cancel the Purchase Order in whole or in part free of charge, except where this would be unacceptable according to standards of reasonableness and fairness.
- 4.4. Any promises or agreements made by or with any employees of Bronkhorst will only bind Bronkhorst against the Supplier if and insofar as such arrangements have been ratified or confirmed to the Supplier by a person authorised

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to represent Bronkhorst as evidenced by the Dutch Chamber of Commerce, or if it follows without any doubt from the actions of any employee that they are authorised to do so by virtue of their function.

Clause 5. Price

- 5.1. All prices quoted by the Supplier will be in euros and exclusive of VAT, unless explicitly stated otherwise. The prices and rates agreed in the Purchase Order are fixed and cannot be amended during the term of the Purchase Order.
- 5.2. Unless explicitly agreed otherwise, all prices and rates include the cost of packaging, transport and other costs of shipment, import documents, (transport) insurance policies, travel times, travel expenses and accommodation costs.

Clause 6. Delivery

- 6.1. Unless explicitly agreed otherwise, Delivery will be made DDP ("Delivery Duty Paid"), as referred to in the latest version of the Incoterms, at the agreed address in the Purchase Order. Supplier guarantees that the Products delivered by it are unencumbered and free of any (restrictive) rights (of third parties).
- 6.2. The Supplier must provide proper and appropriate packaging that ensures that the Products are delivered free of any damage at the agreed place of Delivery.
- 6.3. Unless explicitly agree otherwise, partial deliveries of a Purchase Order are not allowed.
- 6.4. The Supplier guarantees that all technical information, user instructions, instruction manuals, safety sheets and (material) certificates which are necessary or required for achieving the purpose specified by Bronkhorst, are delivered together with the Products. This documentation provides a correct and complete description of the Product and is written in the Dutch or English language.

- 6.5. In the event of any complaints or if the Products are found to be defective, the return shipments and associated costs are for the Supplier's expense and risk.
- 6.6. Returnable packaging may be returned to the Supplier at the Supplier's expense and risk.
- 6.7. A timely Delivery is of the essence and therefore the agreed delivery date is binding and counts as a firm deadline.
- 6.8. If the Supplier expects a delay in Delivery, the Supplier must notify Bronkhorst immediately.

Clause 7. Call-off

- 7.1. This Clause 7 only applies if Bronkhorst has agreed a Call-off option with the Supplier on the basis of the Agreement and/or Purchase Order.
- 7.2. In event of a Call-off, the provisions set out in Clause 6 apply mutatis mutandis.
- 7.3. The Supplier must accept Bronkhorst's Call-off in accordance with the Specifications and quantities specified in the relevant Call-off and/or Purchase Order.
- 7.4. The Supplier must deliver the Products to Bronkhorst within three (3) working days following the Call-off. Bronkhorst will only be obliged to pay for Products upon Delivery following a Call-off.
- 7.5. In case the Supplier is unable to deliver a Call-off within the agreed term of Delivery as set out in Clause 7.4, the Supplier must immediately notify Bronkhorst In Writing thereby setting out the reasons for such delay.
- 7.6. The Supplier will be responsible for the proper storage and management of the Products intended for the Call-off by Bronkhorst.

Clause 8. Payment

- 8.1. The Supplier is entitled to send a (digital) invoice to Bronkhorst upon (full) Delivery of the Products in accordance with the Purchase Order.

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- 8.2. The invoice should contain Bronkhorst's purchase order number, article numbers, article descriptions, quantities and prices.
- 8.3. Bronkhorst will only be required to pay an invoice that meets the requirements set out in Clause 8.2. In case the invoice does not meet those requirements or contains incorrect information, Bronkhorst will not process the concerned invoice. In such a case Bronkhorst is not in default of its payment obligation regarding the relevant invoice. Bronkhorst will inform the Supplier without delay of the reason why the invoice is not processed to enable the Supplier to send a new invoice in accordance with Clause 8.2.
- 8.4. Payment under the Agreement and/or Purchase Order will be made within thirty (30) days following the invoice date.
- 8.5. Unless explicitly agreed otherwise or required by law, the Supplier will pay or take responsibility for all taxes levied on or in connection with the sale of Products. Any applicable tax, levy, excise duty, or other similar tax that is payable by Bronkhorst under the Agreement and/or Purchase Order must be stated separately on the invoice.
- 8.6. Payment by Bronkhorst will not in any way constitute a waiver of any right or acceptance of the Products delivered.
- 8.7. If Bronkhorst fails to pay an invoice on time, Bronkhorst will not be in default until it has received a written notice of default from the Supplier and then fails to pay the invoice within a period of seven (7) days following such notice.
- 8.8. Only Bronkhorst is entitled to set off any debt owed by Bronkhorst to the Supplier against any debt that the Supplier may owe to Bronkhorst.
- 8.9. The Supplier cannot invoke suspension or set-off.

Clause 9. Warranty

- 9.1. The Supplier represents and warrants that the Products are safe and that upon Delivery the Products are new and undamaged.

- 9.2. Supplier also represents and warrants that upon Delivery and for a period of at least three (3) years after Delivery or during the shelf life of the Products as specified in the Purchase Order and/or Specifications, the Products:
 - a. comply with the terms of the Purchase Order and conform to the Specifications in terms of their quantity, description, and quality;
 - b. deliver the performance (capacity, efficiency, speed, finish, etc.) as described in the Purchase Order;
 - c. are complete and suitable for the purpose communicated to the Supplier and/or the purpose for which the Product is intended by objective standards;
 - d. comply with then applicable laws or other government regulations in the Netherlands and/or the European Union, including those regarding health, safety, environment, hygiene, electromagnetic interference, manufacturing, labelling, and packaging;
 - e. (in the case of electronic content) are free of any viruses, malware and/or harmful software.
- 9.3. In the event of any defect or non-conformity upon Delivery and/or during the warranty period as referred to in Clause 9.2 - such defect or non-conformity not being the result of normal wear and tear or abnormal use - Bronkhorst will be entitled (at its discretion and without this affecting its other rights) by means of a notification to the Supplier to (i) demand that the Products in question are replaced or repaired at no cost for Bronkhorst without delay, and/or to (ii) demand a reasonable discount on the price charged by the Supplier for such Products.
- 9.4. When after the above-mentioned notification the Supplier has not commenced the replacement and/or repair within a reasonable period of time for Bronkhorst, in urgent cases (in particular to prevent danger or further damages) Bronkhorst shall have the right to perform such work itself or have it performed by third parties at the Supplier's expense

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and risk without any further consequences for the warranty obligations assumed by the Supplier. Any claims that Bronkhorst has against the Supplier as a result of the above will be immediately and fully payable upon demand.

Clause 10. Liability, insurance, and indemnification

- 10.1.** Supplier will be fully liable for any damages that Bronkhorst has incurred or will incur as a result of (i) any attributable breach by the Supplier to perform its obligations under the Agreement and/or Purchase Order or (ii) any unlawful conduct of the Supplier.
- 10.2.** The Supplier represents and warrants to Bronkhorst that it has taken out and will keep in place adequate insurance for any risks arising (or potentially arising) for both the Supplier and Bronkhorst from performance of the Agreement and/or Purchase Order, including but not limited to a (product) liability insurance.
- 10.3.** The Supplier will be required, upon Bronkhorst's first request, to allow inspection of the relevant insurance policies referred to in Clause 10.2 and proof of payment of the premiums due.
- 10.4.** In case the damages incurred by Bronkhorst have not been reimbursed (in full) by the relevant insurer(s), or if the insurance cover has not been obtained or cannot reasonably be obtained, the Supplier will not be released from its liability and its obligation to reimburse such damages.
- 10.5.** The Supplier will indemnify Bronkhorst against any claims by third parties with respect to any damages resulting from defects in, or in relation to, the Products delivered, including safety defects and/or as a result of any act or omission on the part of the Supplier.

Clause 11. Tooling

- 11.1.** If Bronkhorst lends any Tooling to the Supplier or the Supplier manufactures or acquires any Tooling fully at Bronkhorst's expense for the purpose of manufacturing the Products and/or performing the Services, such Tooling is owned by Bronkhorst.

- 11.2.** Unless otherwise agreed In Writing, the Supplier will only use the Tooling to deliver Products and/or perform Services for Bronkhorst.

- 11.3.** The Supplier will be responsible for the storage of the Tooling and bear the risk of any damage to and/or loss of such Tooling and the Supplier will ensure any necessary maintenance of the Tooling.

- 11.4.** The Supplier will mark the Tooling in such a way as to allow Bronkhorst to exercise its property rights and freely access such Tooling at all times.

Clause 12. Intellectual property rights

- 12.1.** All Background IP of the Supplier is and remains the exclusive property of the Supplier, unless otherwise agreed. The Supplier grants Bronkhorst a non-exclusive, transferable and irrevocable licence for the Background IP in the Products (including the software used and/or incorporated into the Products and the related documentation as described in Clause 6.4). In so far as not already exhausted, the licence entitles Bronkhorst to use the Products (including the software) and to deliver them to a third party and to allow use of the Products (including the software) by such third party. The licence for the Products will be valid from the date of the Purchase Order and run for an indefinite period of time, without the Supplier having any right of termination, even after rescission of the Agreement and/or Purchase Order. In so far as necessary, the Supplier hereby waives in advance any right against Bronkhorst to terminate the licence or to demand any (separate) fee for such license.
- 12.2.** Unless otherwise agreed, Bronkhorst is the owner of the Foreground IP. In so far as the Supplier initially comes to own any Foreground IP rights under any law, the Supplier will, in so far as necessary, lend all necessary cooperation in having the ownership of the Foreground IP transferred to Bronkhorst.
- 12.3.** The Supplier will indemnify Bronkhorst against any claims by third parties for any alleged infringement of their intellectual property rights as regards the manufacture, repair,

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or use of the delivered Products. At its own expense, the Supplier must take appropriate action to prevent or limit any extra costs or any further damages incurred by Bronkhorst in that regard.

- 12.4.** The Supplier is not permitted to use the information, request for a quotation, Intellectual Property Rights, specifications, data, documents and other business information provided by Bronkhorst to the Supplier within the context of the Agreement and/or Purchase Order in any manner other than for the purpose for which they were made available to the Supplier by Bronkhorst, and Bronkhorst will remain the owner of such business information at all times. At the end of the Agreement, the Supplier will, at its own expense, return said business information to Bronkhorst and/or remove (delete) or destroy all materials, data storage media and documents containing said business information regarding Bronkhorst.
- 12.5.** The Supplier is not permitted to use or to refer to Bronkhorst's trademarks and/or (trade) name, unless Bronkhorst has granted permission to do so.

Clause 13. Confidentiality

- 13.1.** The parties will be required to keep confidential any information which it suspects or should reasonably suspect the counterparty to have an interest in to keep confidential, including without limitation (the content of) the Agreement, Purchase Order, Specifications, Technical Documentation, financial information and further product data regarding the Products.
- 13.2.** The Supplier must ensure that its suppliers and subcontractors are bound by an obligation of confidentiality that is at least equivalent to the obligation of confidentiality set out in these General Terms and Conditions. Any breach by a supplier or subcontractor of the Supplier will be considered to be a breach by the Supplier.

Clause 14. Privacy

- 14.1.** Within the framework of (performing) the Agreement and/or Purchase Order, the Supplier will at all times comply with applicable laws and regulations regarding data security and personal data protection.

Clause 15. Compliance

- 15.1.** Supplier represents and warrants that it will comply with all applicable laws and regulations when performing the Purchase Order and/or Agreement and that the delivered Products will also comply with all applicable laws and regulations.
- 15.2.** The Supplier recognises that the Products may be subject to local and/or foreign laws and regulations regarding export controls and customs, and may not be sold, leased or otherwise transferred or used for purposes other than those agreed without having the required export or re-export licences from the competent authorities. The Supplier agrees to strictly comply with such export controls and regulations and recognises that such export controls and regulations may change and become applicable to the Agreement and the Purchase Order.
- 15.3.** The Supplier must have in place a quality system in accordance with the ISO 9001 standard, unless otherwise agreed. The quality system must be assessed and certified by an accredited body.
- 15.4.** The Supplier must have in place a quality system in accordance with the ISO 14001 standard, unless otherwise agreed. The quality system must be assessed and certified by an accredited body.
- 15.5.** A representative appointed by Bronkhorst will be authorised to audit the production facilities of and/or compliance by the Supplier or the Supplier's suppliers or subcontractor(s) involved in carrying out the Purchase Order on compliance by the Supplier (and/or its suppliers and subcontractor(s)) of the terms of the Agreement. At Bronkhorst's first request, the Supplier will provide at no cost all reasonably required cooperation and assistance for such an audit by Bronkhorst and grant access to the production facilities.

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Bronkhorst will also impose the aforementioned obligations upon its subcontractor(s).

- 15.6.** The Supplier will fully cooperate in providing such information as may be requested by Bronkhorst within the framework of compliance with applicable laws and regulations (including without limitation the CSRD and CSDDD Directives).

Clause 16. Force majeure

- 16.1.** The Supplier will be considered affected by force majeure as defined in Section 6:75 of the Dutch Civil Code if the Supplier is prevented from performing its obligations under the Agreement and/or Purchase Order as a result of: (i) fire, (ii) government measures, (iii) outbreak of an epidemic or pandemic, (iv) war, (v) nationwide, regional or collective agreement-related strike action, (vi) electricity failures, (vii) hacking attacks, ransomware attacks and/or DDOS attacks, or (iv) any failure by any of the Supplier's suppliers or subcontractors to deliver on time as a result of force majeure caused by one of the above mentioned circumstances.

- 16.2.** The Supplier will not be required to perform any obligation under the Agreement and/or Purchase Order during the period in which the Supplier is prevented from performing its obligations due to force majeure.

Clause 17. Termination

- 17.1.** The Agreement and/or Purchase Order may be terminated by Bronkhorst with immediate effect by means of a Written notification to the Supplier if:
- a. the Supplier applies for bankruptcy or is declared bankrupt;
 - b. the Supplier applies for or obtains a (provisional) suspension of payment;
 - c. the Supplier offers a (compulsory) settlement to its creditors (whether judicial or extrajudicial);

- d. a material part of the Supplier's assets is attached, and such attachment is not lifted within fourteen (14) days following such attachment;
- e. the Supplier is dissolved;
- f. the Supplier is in default regarding the performance of a material obligation under the Agreement and/or the Purchase Order;
- g. after conclusion of the Agreement or Purchase Order, other circumstances come to the knowledge of Bronkhorst which reasonably give Bronkhorst valid grounds to fear that the Supplier will not perform its obligations; or
- h. the Supplier is affected by force majeure as defined in Clause 16.1 and the situation is not resolved within two (2) months;

all of this without Bronkhorst being liable for any damages and without prejudice to Bronkhorst's right to claim (additional) damages from the Supplier.

Clause 18. Transferability of rights and obligations

- 18.1.** The Supplier is not allowed to assign and/or transfer any of its rights and/or obligations against Bronkhorst, on any basis whatsoever, without Bronkhorst's prior written consent. This Clause will have effect under property law within the meaning of Section 3:83(2) of the Dutch Civil Code.

Clause 19. Independence

- 19.1.** The relationship between Bronkhorst and the Supplier is that of independent contractors. The Agreement or Purchase Order does not result in any joint venture, partnership, agency, or similar relationship between Parties.

Clause 20. (Partial) nullity or voidability

- 20.1.** If a provision in these General Terms and Conditions is null or voidable, this will not result in the entire General Terms and Conditions being null or voidable, nor does it render any other provision thereof (partially) null or voidable. If a provision in these General Terms and Conditions

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is null or voidable (and subsequently voided), it will be replaced by Bronkhorst with a valid provision that most closely reflects the intent of the null or voided provision.

Clause 21. Governing law and jurisdiction

21.1. All legal relationships between Bronkhorst and the Supplier are exclusively governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

21.2. Any disputes arising in relation to the relationship(s) between Bronkhorst and the Supplier that are governed by these General Terms and Conditions will be submitted to the exclusive jurisdiction of the Dutch courts, more specifically the competent division of the District Court of Gelderland, the Netherlands.

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Services Module

Clause 1. Applicability of Module

- 1.1. The provisions set out this 'Module: Services' apply in addition to the General Terms and Conditions if Bronkhorst, by means of a Purchase Order, instructs the Supplier to provide Services.
- 1.2. The General Terms and Conditions apply without restriction to the purchase of Services, unless explicitly deviated therefrom in the clauses of this 'Module: Services'.

Clause 2. Supplier's obligations

- 2.1. The Supplier will be responsible for successfully performing the Services independently and under its own responsibility in accordance with all applicable laws and regulations.
- 2.2. Any consequences of changes in applicable laws and regulations will be for the Supplier's risk and account if and in so far as Supplier was aware or should have been aware of such changes at the time when the Agreement came into existence.
- 2.3. Upon Bronkhorst's first request, the Supplier will allow Bronkhorst access to the information requested by Bronkhorst to assess whether the Supplier complies with its obligations under the Agreement, the Purchase Order and these General Terms and Conditions when performing the Services.

Clause 3. Tooling, equipment, and use of third parties

- 3.1. Unless otherwise agreed, the Supplier is responsible to arrange for all tooling and equipment as required to perform the Services.
- 3.2. The Supplier will only be authorised to have (any part of) the Services carried out by a third party with prior Written approval of Bronkhorst, such approval not to be withheld on unreasonable grounds. Bronkhorst is entitled to make its approval subject to certain conditions.

Clause 4. Performance

- 4.1. The Supplier must perform the Services in accordance with the instructions issued by Bronkhorst to the Supplier before entering into the Agreement, including any quality standards and rules of conduct.
- 4.2. The Supplier must be able to demonstrate that the work performed by it meets the quality standards set by Bronkhorst and the Supplier guarantees that the relevant (approved) instructions issued by Bronkhorst will be strictly complied with during performance of the Services.
- 4.3. The Supplier must perform the Services in accordance with the schedule and time period agreed with Bronkhorst in the Agreement. The agreed upon time period is binding and a firm deadline. If the Supplier expects to exceed the agreed time period for performance of the Services, the Supplier must notify Bronkhorst accordingly as soon as possible.

Clause 5. Additional work or reduced work

- 5.1. In case during the performance of the Services, any deviations from the scope of work as agreed in the Agreement and/or Purchase Order are found, the Supplier must notify Bronkhorst without delay. Any additional work or reduced work will require Bronkhorst's prior Written consent. In the absence of a Written consent from Bronkhorst, no payment for additional work will be made.
- 5.2. Any additional work or reduced work will be settled as a lump sum in the final invoice for the Services after the Services have been delivered to and accepted by Bronkhorst.

Clause 6. Acceptance and payment

- 6.1. If, in Bronkhorst's opinion, the Supplier has failed to perform the Services in accordance with the warranty as set out in Clause 9 of the General Terms and Conditions and Clause 7.2 of this 'Module: Services', the Supplier will, as soon as possible after an initial notification from Bronkhorst, arrange for repair, replacement, (dis)assembly or completion at no cost for Bronkhorst, without this affecting any of Bronkhorst's other rights. The associated costs

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and/or damages will be for the Supplier's account and will be immediately payable upon demand.

- 6.2. Unless otherwise agreed, Bronkhorst will not be considered to have accepted the Services unless it has done so In Writing. Acceptance will not release the Supplier from any warranty or liability with regard to the accepted Services.
- 6.3. Bronkhorst will only be required to pay the Supplier if Bronkhorst has accepted the Services.
- 6.4. The fee for the Services as agreed in the Purchase Order is an all-in fee and hence includes compensation for the costs associated with the Services as incurred by the Supplier.

Clause 7. Documents and Warranty

- 7.1. The Supplier will be required to make all attestations, (warranty) certificates, instructions, operating and maintenance instructions and revision documents available to Bronkhorst no later than upon completion of the Services.
- 7.2. If, with regard to any Services, a more extensive warranty applies under the warranty conditions of (any subcontractor/supplier of) the Supplier than the warranty described in Clause 9 of the General Terms and Conditions, such warranty will also be deemed to have been given by the Supplier to Bronkhorst. The Supplier must inform Bronkhorst of any such extended warranty In Writing.

Clause 8. Termination

- 8.1. In so far as permitted by law, in the event of any termination of the Agreement by Bronkhorst in accordance with Clause 18.1 of the General Terms and Conditions, the Supplier will be required (at Bronkhorst's discretion) and at the Supplier's own expense either to cooperate in having the Services (including documentation) transferred to a party designated by Bronkhorst or to remove or undo the Services already performed.