



***General terms and
conditions of purchase
Triferto GmbH***

From soil **to life**

General Terms and Conditions of Purchase of Triferto GmbH

Article 1 – General

- 1.1. Purchaser means Triferto GmbH, registered with the German Chamber of Commerce ("Handelskammer") under no. HRB 7721 and based in Hamm, German.
- 1.2. "Conditions" means these general terms and conditions of purchase of the Seller.
- 1.3. "Seller" means the Purchaser's contracting party, being the actual or potential buyer.
- 1.4. "Agreement" means the agreement and/or further or successive agreements between the Purchaser and the Seller.
- 1.5. "Consequential damage" means, inter alia, trading loss, missed savings, damage due to business interruption, loss of profit, loss of income, the Buyer's loss of use, costs related to (objecting to) administrative and/or criminal law enforcement by authorities, recall(s) and/or legal assistance.
- 1.6. "Goods" means all products, materials and items to be purchased and/or delivered by Seller to Purchaser pursuant to the Agreement.
- 1.7. "REACH Regulation" means Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Regulation (EEC) No 793/93 and Regulation (EC) No 1488/94 of the Commission as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC.
- 1.8. "HESQ" means all applicable legislation, industry regulations, guidelines and best practices concerning health, safety, environment and quality in the broadest sense, including but not limited to labelling, packaging, (waste) recycling and explosives precursors.

Article 2 – Applicability

- 2.1. These Conditions apply to all legal relationships in which the Purchaser acts as actual or potential Purchaser.
- 2.2. Deviations from these Conditions may only be made expressly and in writing. Such a deviation has no effect in relation to any other current or future agreements.
- 2.3. The applicability of general terms and conditions used by the Seller is expressly rejected.
- 2.4. If the Purchaser does not invoke the provisions of these Conditions in a particular case, this does not mean that the Purchaser has thereby waived the right to invoke these Conditions in other cases. If the Purchaser does not always require strict compliance with these Conditions, this does not mean that the provisions thereof do not apply, or that to any extent the Purchaser loses the right to require strict compliance with the provisions of these Conditions in other cases.
- 2.5. Purchaser reserves the right to amend these Conditions at any time. Amendments shall become effective upon notice to Seller or posting on Purchaser's website. For Agreements concluded prior to any amendment, the version of these Conditions in effect on the date of the Agreement was executed, shall continue to govern.

Article 3 – Formation of Agreement

- 3.1. Any quotation or offer submitted by Seller shall be deemed irrevocable for a period of thirty (30) days from the date of submission, unless Seller expressly states otherwise in writing.
- 3.2. An Agreement shall be formed only upon Purchaser's written and/or oral acceptance of Seller's quotation or offer, as thereafter evidenced by a written purchase order or order confirmation issued by Purchaser.
- 3.3. The Terms and Conditions of the Agreement shall be governed exclusively by Purchaser's purchase order or order confirmation and these Conditions. Any conflicting or additional terms proposed by Seller, are hereby rejected and shall have no effect unless expressly accepted in writing by an authorized representative of Purchaser.

Article 4 – Price

- 4.1. The agreed price shall be all-inclusive and shall include all costs associated with the Goods through delivery, including but not limited to costs of packaging, storage, handling, insurance, customs clearings, duties, taxes, levies, freight, transportation, analyses and financing, unless otherwise expressly agreed in writing.
- 4.2. The Seller is not entitled to any increase in price after conclusion of the Agreement with the exception of Purchaser's explicit, written approval.
- 4.3. The price and transfer of risk shall be determined in accordance with the applicable Incoterms (latest version) as specified in the purchase order.

Article 5 – Payment

- 5.1. If Purchaser fails to pay any invoice when due, the Seller shall provide Purchaser a grace period of at least thirty (30) business days to cure such payment default before exercising any remedies.
- 5.2. In the event of a default, Purchaser shall pay interest on the overdue amounts pursuant to the Dutch statutory interest.
- 5.3. Purchaser shall have the right to set off any amounts owed by Seller to Purchaser against any amounts Purchaser owes to Seller, regardless of the basis for such obligations.

Article 6 – Delivery

- 6.1. Delivery shall be deemed complete when Purchaser takes physical possession of the Goods at the delivery location specified in the purchase order (the "Delivery Location"). Time is of the essence. Seller shall deliver the Goods on or before the delivery date specified in the purchase order.
- 6.2. If Seller should have cause to believe that it will be unable to meet the delivery date(s), Seller shall immediately notify Purchaser in writing stating the reason for the delay, the effect on the agreed delivery date(s) and furthermore includes a reasonable proposal on how the delay can be minimized. Seller shall bear its own costs incurred to minimize the delay unless the delay is wholly caused by Purchaser.
- 6.2. Title to and risk of loss of the Goods, shall remain with Seller until the delivery is complete at the Delivery Location. Seller shall maintain adequate insurance coverage for the Goods during transportation and storage until delivery is complete, unless otherwise expressly agreed in writing.
- 6.3. If Seller arranges the transportation, Seller shall be responsible for ensuring that the carrier is properly insured and that the Goods are transported in compliance with all applicable laws and regulations.

- 6.4. Seller hereby waives and releases any rights of retention, lien or reclamation that Seller might otherwise have with respect of the Goods or payment therefore.

Article 7 – General obligations of Seller

- 7.1. Seller shall without undue delay prepare and provide offer documentation and order confirmations free of charge, and any deviations from Purchaser's orders/requests shall be expressly specified.
- 7.2. The Goods shall in all aspects meet the specifications and requirements of the Agreement, shall be of high quality and fit for their intended purpose and use, and shall be from the declared country of origin.
- 7.3. The Goods shall be properly labeled and packaged according to the nature of the Goods and the Agreement.
- 7.4. The Goods shall be in compliance with all applicable laws and regulations in the country of destination. In particular Seller is responsible for ensuring that the Goods comply with all relevant and applicable laws and regulations relating to classification, labeling and packaging in the country of destination.
- 7.5. Seller shall not make changes to the raw materials, the production process, the production location, packaging, and/or recipe, without the written consent of the Purchaser.
- 7.6. Seller shall obtain and maintain all public permits necessary to the extent Seller is legally responsible for obtaining such permits to deliver the Goods and shall upon Purchaser's request produce documentation showing that the necessary permits have been obtained. Seller must provide Purchaser with all necessary information and documentation that Purchaser requires for necessary public permits.
- 7.7. Seller shall at all times comply with HESQ and have a satisfactory system for HESQ assurance suitable for the Goods. Purchaser is at any time entitled to carry out inspections of the Goods, the HESQ assurance by the Seller or its sub-contractors, including any systems in place designed to ensure HESQ assurance, and audits at Seller's or any sub-contractor of Seller's premises. Seller shall assist the Purchaser in carrying out such inspections and audits and will make available all necessary information and premises within a maximum of two weeks after notification by the Purchaser. The information to be provided will include all records, policies, procedures, training materials and other documentation relating to HESQ compliance.
- 7.8. Purchaser is entitled to suspend performance of the Agreement with immediate effect where it has reasonable grounds to suspect a breach of these HESQ obligations and may set aside ("ontbinden") the Agreement with immediate effect where such breach is established or, in the reasonable opinion of Purchaser, is not adequately remedied without delay.

Article 8 – Documents

- 8.1. Seller shall provide Purchaser with all documents and information relating to the Agreement and the Goods free of charge and in accordance with applicable deadlines and formalities, including but not limited to compliance with regulations of the European Union or other national and/or international authorities and governments. Seller shall be fully liable to Purchaser for any damages resulting from Seller's failure to provide required documentation and information.
- 8.2. At or before delivery, Seller shall provide Purchaser with all required certificates, permits and documentation from governmental authorities, including customs, health and safety inspection agencies, control bodies, etc. demonstrating that the Goods may be legally imported, sold and used within the territory of the countries indicated by Purchaser without restriction and without the need for additional governmental approvals or compliance measures.

- 8.3. Seller shall ensure that the following certificates are always available, if applicable: EUR.1, ATR, Certificate of Origin, REX (Registered Exporter) and Lieferantenerklärung (supplier's declaration).
- 8.4. All costs associated with preparing and delivering the required documentation shall be borne by Seller, unless otherwise expressly agreed in writing.

Article 9 – Specifications, inspection and complaints

- 9.1. If the Goods and/or accompanying documentation fail to conform to the Agreement, to the applicable public law requirements or to the specifications provided by Purchaser, Purchaser may reject the Goods and/or documentation and set aside ("ontbinden") the Agreement, regardless of whether the non-conformity occurred after shipment, processing or use. Purchaser may postpone or reject any payment. Purchaser may store or arrange for storage for rejected Goods at Seller's expense and risk. Purchaser shall not be bound by any time limit imposed by Seller for filing complaints.
- 9.2. Purchaser is under no obligation to inspect or approve the Goods upon delivery. Purchaser's failure to provide timely notice of non-conformity shall not waive or impair Purchaser's rights and remedies under the Agreement or applicable law. Purchaser shall issue a written notice of non-conformity to Seller within a reasonable time following discovery of any non-conformity and its causes, and in no event later than 24 months after delivery. The same time limit applies in respect of any replaced or repaired parts, calculated from the time the replacement or repair took place.
- 9.3. Upon Purchaser's request, Seller shall immediately retrieve rejected Goods from Purchaser or from any location designated by Purchaser, at Seller's sole risk and expense. If Seller fails to retrieve the Goods within a reasonable time, Purchaser may return the Goods to Seller at Seller's expense and risk. If Seller refuses to accept return of the Goods, Purchaser may store, sell or destroy the Goods at Seller's expense and risk. The remedies set forth in Article 14 are in addition to, and not in limitation of, any other rights or remedies available to Purchaser under the Agreement or applicable law(s).

Article 10 – Sampling and analysis

- 10.1. At the time and the Delivery Location Purchaser may have samples drawn, sealed in triplicate, in the customary manner. If at the time of delivery no samples have been taken, this may be done at a later time. In that case the assessment and analysis shall create a rebuttable presumption regarding the quality and condition of the Goods at the time and place of delivery.
- 10.2. Purchaser will be entitled, if it asks Seller timely in advance, to carry out pre loading and/or pre-shipment inspections and/or examinations of the Goods to be delivered or any part thereof for its own account or to have them carried out, in which case Seller is obliged to offer full cooperation for the inspections and/or examinations.
- 10.3. If Purchaser so desires, the Seller undertakes to supply to Purchaser an authenticated copy of the inspection results or the test report, whichever is applicable.
- 10.4. Purchaser shall be entitled during normal working hours and on working days to visit the locations where Seller produces or stores the Goods. If necessary, Seller shall provide a suitable room for the inspection or examination and any further cooperation required for this purpose.
- 10.5. Purchaser has the right to give Seller instructions to be observed for the sampling, production and/or storage of the Goods purchased in as far as these instructions are in Purchaser's opinion necessary to limit Purchaser's risks during resale.
- 10.6. Without prejudice to the rights and legal means in accordance with the applicable laws and in accordance with the Agreement, non-compliance by the Seller with the instructions given

by Purchaser are an imputable default of the obligations under the Agreement with Purchaser which justifies setting aside ("ontbinden") the Agreement by Purchaser.

Article 11 – Liability and Indemnification

- 11.1. Seller shall be liable without limitation for all damages of any nature suffered by Purchaser, its customers or end-users arising from or relating to (i) Seller's breach of the Agreement, (ii) Seller's negligence, (iii) the acts or omissions of Seller's employees, agents or subcontractors. Seller's liability includes, but is not limited to, damages arising from personnel injury or death, property damage, Consequential damage, etc.
- 11.2. Seller shall defend, indemnify and hold harmless Purchaser from and against any and all third-party claims, damages, liabilities, costs and expenses (including attorneys' fees and court costs) arising from or relating to the Agreement, the Goods and/or documentation delivered by Seller and/or any act or omission of Seller or its employees, agents or subcontractors. Seller shall reimburse Purchaser for all costs incurred in connection with any litigation or arbitration, including full attorneys' fees and expenses.
- 11.3. Seller shall maintain commercial general liability insurance, product liability insurance in amounts customary for the industry, with a minimum coverage of € 3,000,000 per occurrence and € 6,000,000 in the aggregate. Upon request, Seller shall provide Purchaser with certificates of insurance evidencing such coverage and proof of payment of the insurance premium.
- 11.4. Purchaser's liability for damages of any nature shall be excluded except to the extent such damages are caused by willful misconduct of Purchaser's executive officers or directors.

Article 12 – Subordinates

- 12.1. Where subordinates of the Purchaser, as well as persons whose services the Purchaser uses in the performance of the Agreement, are sued or held liable, such persons may invoke any exemption and/or limitation of liability that Purchaser may invoke under these Conditions or under any other legal or contractual provision.

Article 13 – Force Majeure

- 13.1. Seller shall use all reasonable efforts to ensure an uninterrupted supply of Goods. In the event of force majeure, performance of the Agreement shall be suspended for the duration of the force majeure event, without either party being obligated to pay compensation. If the force majeure event continues for more than thirty (30) days, Purchaser may terminate the Agreement by written notice, with immediate effect and without liability for damages.
- 13.2. Force majeure on the part of Seller shall not include: labor shortages, strikes, epidemics, pandemics, non-performance by Seller's suppliers or subcontractors, shortages of raw materials or supplies, unavailability of transportations, changes in law or regulations or Seller's financial difficulties (including lack of liquidity or insolvency).
- 13.3. In the event of force majeure, the Seller shall have a backup production location and/or a (disaster) recovery concept. In any event, the Seller shall have a backup (delivery) plan, which shall be provided by the Seller to the Purchaser upon Purchaser's written request.

Article 14 – Performance, suspension, to set aside the Agreement and/or compensation

- 14.1. In addition to any right to specific performance or setting aside ("ontbinden") for breach of the Agreement, Purchaser may suspend performance from its obligations or terminate ("opzeggen") the Agreement with immediate effect and without liability for damages, upon the occurrence of any of the following events:
 - Seller breaches any statutory obligation or engages in unlawful conduct;

- Seller becomes subject to bankruptcy, insolvency, receivership or similar proceedings, or any portion of Seller's property subject to attachment or levy;
 - Seller seizes operations, dissolves, liquidates or (otherwise) loses its legal existence;
 - Any permit or license required for performance of the Agreement is revoked or suspended;
 - A third-party creditor obtains a judgment or attachment against Purchaser on account of Seller's obligations; or
 - Seller becomes subject to any scandal, negative news reports, regulatory investigation or adverse publicity that, in Purchaser's reasonable judgment could materially harm Purchaser's reputation or business interests.
- 14.2. If Purchaser terminates ("opzeggen") or sets aside ("ontbinden") the Agreement pursuant to this Article, Purchaser shall be entitled to recover, as liquidated damages:
- Any difference between the contract price and fair market value of the Goods on the date of Seller's breach or event as set out in Article 14.1. above; or
 - The difference between the contract price and the price paid by Purchaser to procure substitute goods (cover purchase), in either case without prejudice to Purchaser's right to recover additional or alternative damages.
- 14.3. If Purchaser terminates ("opzeggen") or sets aside ("ontbinden") the Agreement, Seller shall, upon Purchaser's request, refund any amounts previously paid by Purchaser and shall immediately retrieve all goods previously delivered under the Agreement.
- 14.4. Seller hereby waives any rights of suspension or withholding of performance that might otherwise be available under applicable law.

Article 15 – Assignment

- 15.1. Seller may not assign, transfer or delegate any of its rights or obligations under the Agreement without Purchaser's prior written consent. Any legal act in violation of this Article shall be null and void.

Article 16 – Product recall and withdrawal

- 16.1. The Seller must cooperate fully in any required action – whether or not imposed by the authorities and/or by applicable legislation – such as a recall or recovery action, spot checks and/or information requests. The Seller must also cooperate (including informing the Purchaser's customers) if this is necessary for complying with and monitoring the product safety of the Goods supplied by the Seller. The Seller must ensure that its business operations are organized in such a way that traceability data and any necessary (re)sampling of the delivered goods can be carried out without delay.
- 16.2. Except to the extent required by law, Seller shall not voluntarily initiate any recall or withdrawal of the Goods without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- 16.3. Seller shall be liable for, and shall indemnify, defend and hold harmless Purchaser from and against all losses, damages, costs and expenses (including attorney's fees) incurred or suffered as a result of any recall or withdrawal of the Goods.
- 16.4. Seller shall maintain strict confidentiality regarding all information concerning actual or potential recall actions by Purchaser.

Article 17 – REACH Regulation

- 17.1. The Seller guarantees that it, and all sub-suppliers of raw materials used in relation to the Goods comply with the REACH Regulation.

- 17.2. The Seller undertakes that all those substances used in the production of and/or incorporated in the Goods which are subject to registration under the REACH Regulation, have been pre-registered and either have been or shall be registered by Seller and/or by its sub-suppliers covering the use of Purchaser, in each case and in accordance with the requirements of the REACH Regulation.
- 17.3. The Seller shall ensure at all times that Purchaser is provided promptly with relevant and up-to-date Safety Data Sheet(s) and all necessary information in accordance with requirements of the REACH Regulation and the CLP Regulation (EC1272/2008).

Article 18 – Sanctions and export restrictions

- 18.1. The Seller warrants compliance with all applicable sanctions and restrictions laid down in and resulting from all applicable sanction and export control regulations (including but not limited to those of the Netherlands and/or the United States and/or European Union and/or United Kingdom and/or United Nations) in force at the formation of the Agreement and during its execution.
- 18.2. The Purchaser is entitled to set aside (“ontbinden”) the Agreement immediately if it knows or reasonably suspects that:
 - the goods are directly or indirectly sources from sanctioned parties, countries or industries;
 - sanctioned parties are directly or indirectly involved in the financial transaction, or if the financial institutions involved in the transaction have serious doubts about this, as a result of which they do not authorise and/or execute the financial transaction;
 - at any time the goods qualify or are likely to qualify as dual use goods, military goods and/or common high priority items and for which – categorically or due to the lack of adequate end use / end user information – no exemption and/or license is granted; or
 - there is any other sort of circumvention of the objectives of the applicable sanctions and export regulations.

Article 19 – Anti-corruption

- 19.1. The Seller warrants compliance with all relevant and/or applicable anti-corruption laws – including but not limited to the laws of the Netherlands and/or the European Union and/or the United States of America and/or the United Kingdom and/or any other country relevant to performance of the Agreement – in all of its activities related to the performance of the Agreement.
- 19.2. The Purchaser is entitled to set aside (“ontbinden”) the Agreement immediately if it reasonably suspects that the Seller and/or third parties engaged by the Seller are in breach of the regulations mentioned in Article 19.1.

Article 20 – Unusual transactions

- 20.1. The Seller accepts that the Purchaser will report unusual transactions to the competent authorities under applicable regulations to prevent money laundering and the financing of terrorism.
- 20.2. The Purchaser is entitled to set aside (“ontbinden”) the Agreement immediately if it reasonably suspects that the Seller and/or third parties engaged by the Seller are in breach of the regulations mentioned in Article 20.1.

Article 21 – Privacy and data protection

- 21.1. Purchaser may process and/or store the data whether or not received during the performance of the Agreement and share it with anyone inside Purchaser’s organization concerned in the

performance of the Agreement and the customer management. Purchaser will not process the data on Seller's instruction, unless this is required in view of the services to be rendered. Purchaser will only process the data in so far as compatible with the objective for which the data has been collected. Purchaser will take the necessary measures, both technical and organizational, to protect the personal data from loss, modification and unauthorized access, whether or not by third parties.

- 21.2. The parties will confidentially process the data collected during the performance of the Agreement. The parties will not share the received personal data with third parties, unless the parties have given prior permission or if necessary to comply with applicable regulations. All this in so far as it does not concern information accessible to the public or the data cannot harm the parties in any way.

Article 22 – Intellectual property

- 22.1. Seller guarantees that the Goods delivered in no way violate any third-party intellectual property rights.
- 22.2. Seller shall indemnify the Purchaser against any claims relating to any third-party intellectual property rights.

Article 23 – Statue of limitations

- 23.1. All claims against Purchaser arising from or relating to the Agreement or these Conditions shall be expired ("vervallen") within one (1) year from the date of the Agreement.

Article 24 – Applicable law

- 24.1. The legal relationship between the Seller and the Purchaser is governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention/CISG) and in addition by Dutch law.

Article 25 – Competent Court/Arbitration

- 25.1. All disputes arising from or in connection with the Agreement(s) or these Conditions shall be exclusively settled by (i) the Court of Rotterdam, the Netherlands, if the Seller is established in the European Economic Area ("EEA") or Switzerland or (ii) UNUM Arbitration (<https://unum.world/>) in Rotterdam, the Netherlands, under applicability of the UNUM Arbitration Rules, if the Seller is not established in the EEA or Switzerland. Notwithstanding the above, Purchaser shall always be free to submit disputes to the court in the country where the Goods are or - when in transit - will be located, if this is within the EEA or Switzerland, or to the court in the country where the Seller is established if this is within the EEA or Switzerland.