

General terms and conditions of purchase

Stichting Wetsus, European Centre of Excellence for Sustainable Water Technology

1. Applicability

- a. These general terms and conditions apply to any agreement with, as well as any offer or quotation from the other party (hereinafter referred to as "Contractor") that relates to the sale, provision of services, contracting of work, and/or any other performance to or for the benefit of Stichting Wetsus (hereinafter referred to as "Wetsus"), any amendment or addition thereto, as well as all (legal) acts in preparation and/or execution of that agreement (hereinafter referred to as "Agreement").
Reference to the Agreement also implies a reference to these general terms and conditions of purchase (hereinafter referred to as "Terms and Conditions"). Insofar as these terms and conditions refer to the Client, this is understood to mean the person who enters into one or more agreements with Wetsus regarding the delivery of products and/or services.
- b. In these Terms, the following definitions apply:
 - 1) Products: all items that the Contractor supplies or has delivered to Wetsus in the execution of an Agreement, including any associated designs, drawings and models. Reference to Products may include, as the case may be, reference to associated Services;
 - 2) Services: all activities as referred to in Article 7:400 of the Dutch Civil Code, which the Contractor performs or has carried out on behalf of Wetsus for remuneration or free of charge, such as the provision of (technical) advice, designs or calculations, administrative or consultancy services, etc.;
 - 3) Work: all works of a material nature as referred to in Article 7:750 of the Dutch Civil Code that the Contractor creates or has carried out on behalf of Wetsus;
 - 4) Performance: all performances that the Contractor provides or has delivered to Wetsus in the performance of the Agreement, such as Products, Services, and/or Works in any form whatsoever and/or the results thereof and/or all activities necessary for this purpose for the entire performance of the Agreement.
 - 5) Termination: termination of the Agreement by Wetsus includes both termination and (extrajudicial) dissolution, at the discretion of Wetsus, unless expressly stipulated or agreed otherwise.

2. Establishment

- a. Requests for a quotation are not binding on Wetsus, but are an invitation to submit a quotation. The offer will be valid for at least thirty (30) calendar days. Wetsus will not reimburse any costs associated with issuing a quotation, unless stated otherwise.
- b. In the event of obvious errors, incompleteness or contradiction in the assignment (Agreement), the Contractor must inform Wetsus before the Contractor proceeds with the execution or delivery thereof. The consequences of failure to do so are entirely at the expense and risk of the Contractor.
- c. Wetsus is not obliged to enter into the Agreement with the lowest bidder. Wetsus is also not required to provide information about whether or not to enter into an Agreement with parties other than the Contractor. If no Agreement is concluded, all information provided by Wetsus to the Contractor must be returned to Wetsus free of charge on first request.
- d. An Agreement is only concluded if Wetsus accepts an offer by written confirmation thereof.
- e. Any general terms and conditions of the Contractor are expressly rejected and are not applicable.
- f. In the event that the Agreement is put out to tender at European or national level, paragraphs a to d shall lapse.

3. Achievement

- a. The Performance to be delivered by the Contractor must comply with:
 - the description and/or specification according to the Agreement;
 - the reasonable expectations that Wetsus may have of (among other things) the properties, quality and/or reliability on the basis of (among other things) product regulations, good workmanship, these Terms and Conditions, the Agreement and the description(s) in the relevant offer or quotation;
 - the requirements and craftsmanship that apply to the relevant industry;

- the timetable and/or implementation schedule issued or approved by Wetsus;
 - the requirement that the persons to be engaged by the Contractor are suitable for their task;
 - the requirement that (the acquisition of) permits required for the Contractor for the performance of the Agreement are included;
 - the requirement that the Contractor has the required permits for the performance of the Agreement;
 - the requirement that the drawing and other preparatory work and/or development work to be carried out for the execution of the Agreement is included.
- b. The Contractor agrees and undertakes that, in connection with the Agreement, it will act in accordance with all applicable laws, regulations, ordinances, applicable (local) government regulations, including in the field of anti-bribery and anti-money laundering.
- c. The Contractor guarantees that the transport of Products will take place with suitable means of transport and will take place in such a way that the Products will be delivered in good, unaltered and undamaged condition and in an efficient manner.
- d. The risk for Products is for the Contractor until such time as these Products have been expressly accepted by Wetsus.
- e. Products that are to be delivered to, on behalf of or on behalf of Wetsus must be packaged correctly and to a sufficient extent, except when packaging thereof would not be possible or desirable due to the nature of these Products; the Products must also be adequately protected (by packaging and/or otherwise) so that they can reach their destination in good condition and undamaged.

4. Delivery times

- a. The agreed terms with regard to (parts of) the Performances to be performed by the Contractor are binding. If the Contractor is exceeded, it is automatically in default without a notice of default being required, unless the exceeding is not attributable to the Contractor on the grounds of force majeure.
- b. For each calendar day that the periods referred to above are exceeded, the Contractor owes Wetsus an immediately payable penalty of 0.5% of the agreed total sum with a maximum of 10%, without prejudice to Wetsus' right to compensation for the actual damage according to the law.
- c. The Contractor is always obliged to inform Wetsus adequately and in writing in a timely manner, and in all cases within 24 hours after this becomes known to the Contractor or after this is reasonably foreseeable, about the exceeding of the delivery time. The execution of the Agreement in partial deliveries requires the prior written consent of Wetsus. The Contractor is obliged, if Wetsus so wishes, to provide a written production or execution schedule and/or to cooperate with progress checks.

5. Changes, additional work, less work

- a. Wetsus is entitled to change the scope and nature of the Performances to be provided within reasonable margins. The Contractor must notify Wetsus of the necessary changes in writing in a timely manner, and in any event within eight (8) calendar days of the request. In addition, the Contractor undertakes to carry out the changes requested by Wetsus in, for example, drawings, models, instructions, specifications and activities without delay.
- b. If, in the opinion of the Contractor, a change referred to in paragraph a has consequences for the agreed price and/or the terms, the Contractor will inform Wetsus of this in writing as soon as possible before the change is implemented, but in all cases no later than eight (8) calendar days after the request to do so or as much earlier as Wetsus has explicitly stated as a response period to such a request for change. If Wetsus considers these consequences for the price, the work or terms reported by the Contractor to be unreasonable, Wetsus has the right to revoke the change or to terminate the Agreement unless this would be clearly unreasonable in view of the circumstances. A termination pursuant to this paragraph shall not entitle either party to compensation for any damages.
- c. If the Contractor has not reported any consequences as referred to in paragraph b, the Contractor will be deemed to have agreed to the requested change(s) and the right to any compensation for additional work in connection therewith will lapse. In the event of reduced work, Wetsus is always entitled to reduce the relevant price pro rata.

6. Price

- a. The agreed price is fixed and binding. The price cannot be increased as a result of changes in circumstances and factors that are not attributable to Wetsus, such as currency exchange rates,

freight rates, import or export duties, excise duties, levies and other taxes, prices of raw materials or semi-finished products, wages and other services owed by the Contractor to third parties.

- b. The price is also deemed to include, subject to proof to the contrary to be provided by the Contractor:
- import duties, excise duties, levies and taxes (excluding sales tax);
 - fees and any other levies or costs incurred when applying for permits required for the Performance;
 - fees for the use of intellectual and industrial property rights, including any software;
 - all costs related to or arising from the performance of the agreed Performance;
 - the costs of packaging, transport, storage, insurance, premiums, installation and commissioning on site. This also applies to the goods made available by Wetsus in the context of the performance of the Agreement;
 - all other costs that are borne by the Contractor as a result of the Agreement or these Terms and Conditions;
 - everything that is necessary for the proper execution of the Agreement, taking into account the applicable standards, regulations and the requirements of good workmanship, even if these are not explicitly mentioned in the Agreement.

7. Billing and payment

- a. The Contractor shall not invoice the amounts owed by Wetsus until the date of delivery of the Performance or the date on which the Performance is accepted by Wetsus. In the event of full and correct execution of the Agreement, Wetsus will pay the invoiced amount within thirty (30) days of receipt of the invoice and its approval. Payment does not imply acceptance of the Performance and does not release the Contractor from any obligation towards Wetsus.
- b. If the information that the Contractor must submit to Wetsus (periodically) for the performance of the Agreement and/or the agreed securities have not been received or have not been received in the correct form, Wetsus may suspend payment of invoices. The same shall apply if the documents referred to in paragraph (f) are missing or unsigned.
- c. Wetsus is entitled to set off against amounts that Wetsus can claim from the Contractor.
- d. The Contractor will invoice within six months of delivery of the Products or the date that the Performance has been accepted by Wetsus. The mere expiry of that period means that the Contractor's right to payment thereof lapses.
- e. If Wetsus has reasonable grounds to believe that the Contractor is insufficiently solvent to deliver the agreed Performances in full, Wetsus is entitled to suspend payment until the Agreement has been fully complied with or until sufficient guarantee has been provided for the performance by a solvent party, at the sole discretion of Wetsus.
- f. The Contractor shall in any case state the following information clearly and conveniently on the dated and numbered invoices. If these are missing, any payment obligation of Wetsus may be suspended until this information is correctly stated:
- the contract number (purchase number) of Wetsus and that of the Contractor that relates to the Agreement;
 - the name, address and place of residence or place of business of the Contractor;
 - the period and the Performance to which the invoice relates;
 - indication of the "reverse charge VAT" procedure if it applies to the Contract. The same applies to the amount of the turnover tax;
 - complete bank details of the Contractor;
 - the wage costs, if applicable;
 - the confirmation slip and/or time accounting statements signed by Wetsus;
 - Chamber of Commerce number and VAT number of the Contractor.
- g. If a payment term is exceeded or an invoice is not paid by Wetsus, the Contractor is not entitled to terminate or suspend its agreed Performances.

8. Obligation to inform, check, approval and consent

- a. The Contractor shall immediately notify Wetsus in writing of any circumstance that is likely to affect or prevent the performance of the Agreement. Wetsus is entitled, in its reasonable opinion at the expense of the Contractor, to take necessary and reasonable measures and/or to require amendment of the Agreement in order to prevent disadvantages or damage as a result. Wetsus can also terminate the Agreement on this ground. The above also applies if Wetsus suspects such a circumstance on other reasonable grounds.
- b. Wetsus has the right, but not the obligation, to check the manner in which the Contractor performs the Agreement. For this purpose, Wetsus may take all reasonable measures that

Wetsus deems necessary, such as inspection of the places where the performance is performed in whole or in part (whether or not accompanied by experts) and (accountant) inspection of the Contractor's accounts with regard to the performance of the Agreement.

9. Shortcoming

- a. Any shortcoming in the (timely) fulfilment of the Contractor's obligations entitles Wetsus to unilaterally terminate the Agreement in whole or in part after notice of default or judicial intervention or to suspend payment obligations or to assign the performance of the Agreement in whole or in part to third parties, without Wetsus being obliged to pay any compensation. without prejudice to any other rights to which Wetsus may be entitled, including the right of Wetsus to full compensation.

10. Defects and warranty

- a. Any defective Performance will be repaired immediately at the expense of the Contractor or re-performed or delivered by the Contractor free of defects, without prejudice to Wetsus' right to compensation and other compensation in accordance with the law. In the event of non-compliance by the Contractor, Wetsus has the right to outsource this repair or the re-delivery or execution to third parties at the expense of the Contractor. If, within the statutory limitation period, the Products delivered or the result of the Performance performed are wholly or partially destroyed or prove to be unsuitable for the purpose for which they are intended, this will be regarded as the result of a shortcoming in the performance of the Agreement, subject to proof to the contrary to be provided by the Contractor.
- b. Any agreed warranty shall have no effect with respect to any right of Wetsus under the law in the event of any breach of the Agreement. If the Contractor fails to comply with the Agreement, Wetsus is entitled in urgent cases, such as where repair of the defect cannot reasonably be delayed, or if it must reasonably be assumed that the Contractor cannot or will not (in time) or properly arrange for repair or replacement, to carry out the repair or correct execution at the expense of the Contractor in such cases. Whether there is urgency is solely at the reasonable discretion of Wetsus. In the cases referred to here, default is deemed to have occurred even without notice of default. If such an emergency situation subsequently turned out not to be present, this does not affect the effect of this provision.
- c. If Wetsus is of the opinion that it must take reasonable measures to prevent further damage, Wetsus is entitled to recover the costs thereof from the Contractor.

11. Suspension

- a. Wetsus is entitled to oblige the Contractor to suspend the performance of the Agreement for reasons at Wetsus' discretion for the duration of a period to be determined by Wetsus. Wetsus will reimburse the actual direct and reasonable costs demonstrably incurred by the Contractor as a result, unless the suspension is attributable to the Contractor. Further compensation or other compensation is excluded.
- b. The Contractor is obliged to limit the costs arising from such a suspension as much as possible by taking appropriate measures.

12. Termination of the Agreement

- a. Without prejudice to the provisions of (premature) termination elsewhere, Wetsus may terminate the Agreement at any time with immediate effect in the following cases:
 - if the Contractor or the person who has guaranteed the Contractor's obligations or provided security applies for a temporary suspension of payments. The same applies if the Contractor is declared bankrupt, voluntarily or involuntarily enters into liquidation, ceases substantial business activities, takes a decision to cease liquidation, or applies for bankruptcy or suspension of payments;
 - if there are changes regarding the shareholders of the Contractor, insofar as this entails a significant increase in risks for Wetsus in the reasonable opinion of Wetsus;
 - if attachment is levied against the Contractor or if the Contractor's assets are threatened with seizure or other legal measures;
 - The Contractor is involved in any fraudulent, deceptive and/or illegal activities;
 - Wetsus has reasonable grounds to believe that the Contractor has a negative impact on the reputation, good name or goodwill of Wetsus or Wetsus products. A notice of default is not required in those cases and default is deemed to have occurred.

13. Intellectual property rights

- a. Intellectual property rights that can be exercised with regard to the Products and Services to be delivered by the Contractor, including patent rights and, where applicable, the necessary software, are exclusively vested in Wetsus if those Products have been developed for Wetsus or if they have been produced in accordance with Wetsus specifications and/or instructions. These rights are transferred to Wetsus in advance free of charge on the basis of these Terms and Conditions and/or the Agreement.
- b. The Contractor guarantees that the Products and Services to be delivered do not infringe intellectual property rights or any other absolute right of third parties. The Contractor indemnifies Wetsus against all claims by third parties that are based on any (alleged) infringement of such rights and compensates Wetsus for all damage suffered as a result thereof and the costs of defending against such a claim.
- c. The Contractor will immediately inform Wetsus if third parties infringe or threaten to infringe Wetsus' intellectual property rights.

14. Confidentiality and protection of personal data

- a. The Contractor shall observe strict confidentiality about all information that is or becomes known to the Contractor regarding the Agreement, Wetsus or about relations of Wetsus. The Contractor will not make (the results of) the Products and Services delivered to Wetsus, as well as information and data carriers that are or have become available to the Contractor in the context of the Agreement, available to third parties in any form, or provide any information about this to third parties, and will only disclose them to its personnel to the extent necessary for the performance of the Agreement. The Contractor binds its personnel and the third parties engaged by the Contractor in the execution of the Agreement in writing to these confidentiality provisions.
- b. After full execution of the Agreement, this Article 14 will remain fully applicable until the moment that the Contractor is released from confidentiality in writing by Wetsus.
- c. The Contractor will only collect and process the personal data within the meaning of relevant data privacy guidelines and legislation ("Personal Data") that it processes in its capacity as processor ("Processor") on behalf of and on behalf of Wetsus, in accordance with instructions from Wetsus, subject to deviating legal obligations.
- d. The Contractor and any third parties engaged by it will not store or forward Personal Data in countries outside the European Economic Area, unless Wetsus has given prior written permission for this, whereby additional measures may apply.
- e. The Contractor and third parties engaged by it have implemented appropriate technical and organisational measures to protect the Personal Data against loss or any form of unlawful processing in view of the risks involved in the processing and the nature of the data to be protected. The measures are also aimed at preventing unnecessary collection and further processing of the Personal Data.
- f. The Contractor and third parties engaged by it will inform Wetsus immediately, and in any event within 24 hours, of (a) any breach of the security of the Personal Data or (b) requests from third parties, including official authorities, to provide or view the Personal Data and will take further steps in consultation with Wetsus where appropriate. The Contractor and third parties engaged by it will not contact data subjects, authorities or other third parties without the prior consent of Wetsus.
- g. If the Contractor does not or does not fully comply with the obligations in this article, the Contractor will owe Wetsus an immediately payable penalty of an amount equal to 5% of the agreed price according to the Agreement, with a maximum of EUR 20,000 in all cases without any demand or notice of default being required and without prejudice to Wetsus' right to full compensation for each event.

15. Force majeure

- a. If the Contractor fails to fulfil its obligations (force majeure) without attribution, the Contractor is not liable. Insofar as performance is not yet permanently impossible, his obligations are suspended for the duration of the force majeure. If the period in which performance is not possible due to force majeure lasts or will last longer than 2 (two) months, Wetsus is entitled to terminate the Agreement with immediate effect without an obligation to pay compensation for Wetsus in that case.
- b. Force majeure is in any case not understood to mean: lack of personnel, strikes, illness of personnel, late delivery and/or unsuitability of materials, raw materials or semi-finished products or services, attributable shortcoming or unlawful acts of suppliers or third parties engaged by the Contractor and liquidity or solvency problems. The Contractor must inform

Wetsus immediately and with reasons of the occurrence of the force majeure or the forfeiture of the right to invoke force majeure.

16. Transfer, third parties

- a. The Contractor is not entitled to transfer the Agreement in whole or in part to third parties, to pledge it or to have it performed by third parties without the prior consent of Wetsus, which permission will not be withheld on unreasonable grounds.
- b. The Contractor is fully responsible for any performance by third parties in the performance of the Agreement, as if it concerned its own Performance. The Contractor guarantees that (sub-)contractors and third parties comply with the Agreement, these Terms and Conditions and all other rules and provisions declared applicable by Wetsus.

17. Liability

- a. Without prejudice to the provisions of the Agreement, Wetsus is not obliged to pay any compensation for direct or indirect damage of any nature whatsoever, including loss of turnover or business loss, damage to movable and/or immovable property.
- b. The Contractor is liable for and will indemnify Wetsus against any damage that is directly or indirectly the result of the Contractor's failure to comply with the Agreement, or failure to do so in a timely or proper manner or of the breach of any other contractual or non-contractual obligation towards Wetsus or third parties by the Contractor. For the purposes of this article, third parties also include personnel of Wetsus or third parties or personnel thereof engaged directly or indirectly by Wetsus.
- c. Inspection, acceptance and/or payment by or on behalf of Wetsus do not relieve the Contractor of any obligation or liability.

18. Insurance

- a. The Contractor is obliged to take out sufficient insurance for its own account and to keep it insured for its liability towards Wetsus and third parties with regard to the obligations and risks arising from the Agreement. At the request of Wetsus, the Contractor is obliged to submit an insurance certificate and proof that insurance premiums have been paid within ten (10) working days.
- b. The Contractor undertakes – immediately after being held liable by Wetsus – to assign all claims in respect of payment(s) of insurance tokens to Wetsus at first request.

19. Governing Law, Dispute Resolution; Trade controls and boycotts

- a. The Agreement is exclusively governed by Dutch law. The UN Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) does not apply, nor does any other international regulation on the sale/purchase of movable property whose effect may be contractually excluded.
- b. All disputes in relation to the Agreement or any legal relationship arising from it will be settled exclusively by the competent court in the Netherlands in the district where Wetsus has its registered office, namely the court in Leeuwarden.
- c. Nothing in the Agreement is intended, and nothing herein shall be construed or construed as causing any party to act in a manner inconsistent with, punishable or prohibited by any applicable law, regulation or decree applicable to such party, in connection with (foreign) trade controls, export controls, embargoes or any international boycott.