

GENERAL DELIVERY CONDITIONS

Filed with the Chamber of Commerce under numbers 20042075, 20035673, 20128458, 54680093 and 54420261

Article 1 Definitions:

In these general delivery conditions, the following terms will have the following meaning:

- a. Supplier: Janus Vaten B.V. (Chamber of Commerce no. 20042075), Janus Trading B.V. (Chamber of Commerce no. 20039702), NCG Benelux B.V. (Chamber of Commerce no. 20128458), Dutch Drum B.V. (Chamber of Commerce no. 54680093), Janus Trailer Service B.V. (Chamber of Commerce no. 54420261) or any third party affiliated with these companies.
- b. Customer: a party to whom an offer has been submitted by or on behalf of Supplier and/or who enters or will enter into an agreement with Supplier.
- c. Conditions: the present general delivery conditions.

Article 2 Applicability

2.1 The Conditions will apply to all offers and/or all existing or future agreements of Supplier to or with Customer, including but limited to the manufacture and/or supply of goods, the provision of services and the contracting of work by Supplier to or for the benefit of Customer and to all obligations arising therefrom.

2.2 Any provisions deviating from the Conditions will apply to offers and/or agreements as referred to in Article 2.1 only if Supplier has accepted this application explicitly and in writing.

2.3 The applicability of any (general) terms and conditions of Customer is, notwithstanding the provisions of Article 2.2, explicitly rejected by Supplier.

Article 3 Offers and Agreement

3.1 All offers, quotations and price lists of Supplier are free of obligation, unless explicitly stipulated otherwise therein. An offer or quotation subject to contract may be revoked within 5 days after receipt of the acceptance. Revocation of an offer or quotation subject to contract is also possible if a term for acceptance has been set out therein.

3.2 An order for delivery, also when this order is given after intervention of a representative, agent or onward supplier, will be only binding on Supplier after Supplier has confirmed the order in writing or after Supplier has started the performance of the order.

3.3 Oral promises will only bind Supplier after it has confirmed them in writing.

3.4 Ordered samples will be dispatched unfranked, cash on delivery, and will not be taken back, unless otherwise is agreed in writing.

Article 4 Delivery periods, risk transfer and transport

4.1 The specified and agreed delivery periods will never be considered as final deadlines.

4.2 If Customer owes an advance payment, must provide security or must provide information and/or matters required for the performance to Supplier, then the delivery period will not start to run until payment has been received in full, security has been provided or until that information and/or those matters have been fully provided. In addition, in all cases, regardless of the material they are manufactured from, all goods to be provided by Customer will meet the following (acceptance) requirements:

- goods must be empty as far as pouring, dripping, shaking, scuffing and scraping are concerned;
- goods must have easily legible labels indicating the last content of the goods;
- in addition to this labelling, the exterior of the goods must be completely free of any residual products;
- with the eye on transport and storage, goods must be properly sealed;
- goods that contain or have contained radioactive or explosive substances may not be offered by Customer and will not be accepted by Supplier;
- goods that contain (residual) substances that may cause problems, such as odour nuisance, toxicity or environmental problems, or that can be considered as waste products pursuant to applicable legislation and regulations, will first be pre-cleansed by Customer at its expense, so that the relevant (residual) substances are no longer present. The relevant goods must then be provided with a sticker or other mark indicating that pre-cleansing has actually taken place and, if it concerned waste products, the name of the waste products stating the relevant (Eural) codes. This must also be set out in the consignment note.

If it appears that the goods provided by Customer do not meet the (acceptance) requirements above,

Supplier will be entitled to refuse them and/or to return them at Customer's expense, without prejudice to Supplier's other rights. Furthermore, if it appears that the goods provided by Customer do not meet the (acceptance) requirements above, Customer shall be liable for any damages suffered or to be suffered by the Supplier as a result thereof.

4.3 Unless otherwise agreed upon in writing, the delivery will be ex works (EXW, in accordance with the latest version of the Incoterms), ex workshop or ex warehouse of Supplier.

4.4 Supplier will be entitled to deliver in parts (partial deliveries).

4.5 Supplier will be entitled to have the agreement performed, in whole or in part, by third parties.

4.6 Customer will have a purchase obligation. If, after the offering of the goods, Customer does not immediately take receipt thereof, Supplier may, in writing, set a time limit of eight days for receipt. If Customer does not take receipt in this period either, then, at its own discretion, Supplier will be entitled to either terminate the agreement or store the goods at the expense and risk of Customer, without prejudice to Supplier's other rights according to the law, the agreement and the Conditions and its right to claim full payment and to recover its loss from Customer.

4.7 If the goods are delivered on a call-off basis, unless otherwise agreed in writing, Customer must call off in such a way that the goods can be delivered in roughly the same monthly amounts within 6 months after the date of the agreement.

4.8 The risk of loss, destruction and/or damage of the delivered goods will transfer to Customer when it leaves the factory, the workshop or the warehouse of Supplier, even if delivery free domicile has been agreed. The same risk-transfer occurs at the moment when Supplier offers the goods for delivery according to the agreement and Customer does not take receipt; in that event all costs incurred in vain by Supplier (including but not limited to costs relating to the offer, the transport and the delivery) will be at the Customer's expense.

4.9 If Supplier arranges the transport, unless Customer itself has designated a specific means of transport, Supplier will choose the means of transport to the best of its knowledge, however without accepting any liability in this respect on its part.

4.10 If due to circumstances outside Supplier's control, the transport to be used is more expensive than the transport on which the agreed price is based, the additional costs of this transport will be at Customer's expense.

Article 5 Quantity, weight, content and purpose

5.1 Unless otherwise agreed upon in writing, Supplier will be allowed to deliver no more and no less than 5% of the quantity of the ordered goods set out in the agreement.

5.2 If a specific weight or a specific content of the goods to be delivered has been set out or agreed, this will be subject to a tolerance of 5% up and down for the weight and a tolerance of 10% up and down for the content. Supplier does not provide a further guarantee for the weight or the content.

5.3 Supplier does not provide any guarantee for the suitability of the delivered goods for the purpose for which Customer intends to use them (such as the transport of and/or the filling with specific products and the packaging and/or stacking of objects), even if Customer has stated this purpose to Supplier or if otherwise is known to Supplier. It is at all times the Customer's responsibility to determine whether the delivered goods are suitable for the purpose for which the Customer intends to use them. The Supplier shall never be liable for any damage suffered by the Customer as a result of the Customer's use of the delivered goods for a purpose for which the goods are (or turn out to be) unsuitable.

Article 6 Prices

6.1 Unless otherwise set out or agreed in writing, all indicated or agreed amounts are quoted in euro and exclusive of VAT and other government levies.

6.2 All deliveries will be effected subject to the explicit condition that Supplier can pass on any increase in costs, incurred by Supplier after the agreement has been concluded, partly in relation to the performance thereof (including but not limited to an increase of the transport costs, energy costs, purchase prices, wages, import duties, levies, taxes, exchange rate changes, all monetary measurements and such) to Customer, provided that the price is increased by the amount of those additional costs or additional prices and such.

6.3 If Supplier, at the request of Customer, postpones any deliveries, Customer will be bound to compensate Supplier for any additional costs and damage or loss resulting hereof.

6.4 If Customer claims that additional works be carried out, including but not limited to overtime work, then the costs thereof will be borne by Customer.

Article 7 Exchange risk

7.1 If, after the agreement has been concluded and before delivery has taken place, the euro exchange

rate against one or more relevant foreign currencies should undergo a change of more than 3%, then, at its own discretion, Supplier will be entitled either to cancel the agreement, or to increase the price proportionately to the exchange rate change, without being obliged to any compensation.

Article 8 Payment

8.1 Unless otherwise agreed upon in writing, Customer will pay within 30 days of the invoice date, without applying any (payment) discount.

8.2 Supplier is entitled to demand payment in advance, to deliver the goods cash on delivery or to demand other payment guarantees. At the Supplier's first request Customer will provide other, additional or not, security for payment.

8.3 Supplier is entitled to charge separately for any partial delivery.

8.4 If payment is not made in time, Customer will be in default by operation of law, without any notice of default or demand being required.

8.5 As of the moment that Customer is in default it will owe Supplier an immediately due and payable contractual interest of 1% per month.

8.6 Customer will not be permitted to set off any debt it owes to Supplier against any claim Customer may have on Supplier, under the heading of an agreement and/or any other heading.

8.7 Customer will not be permitted to suspend its payment and or any other obligation to Supplier in whole or in part.

8.8 All costs, both judicial and extra-judicial (including any costs for legal assistance), incurred by Supplier for the performance of the obligations by Customer, will be at the Customer's expense. The extra-judicial costs will amount to at least 15% of the outstanding amount plus the aforementioned contractual interest, with a minimum of € 250, without prejudice to the Supplier's right to claim the actual costs.

Article 9 Marking or processing of goods

9.1 If Supplier marks or processes any goods in any way as ordered by Customer, then this will take place at Customer's risk.

9.2 Customer will be liable for all loss and costs, including those resulting from any value decrease, which are suffered or incurred by Supplier if the marked or processed goods are not fully taken into receipt within the agreed period.

Article 10 Retention of title

10.1 All goods delivered by Supplier will remain the property of Supplier until full payment is made with regard to all its claims on any basis whatsoever, including any fines, interest and (collection) costs.

10.2 Until the moment of full payment, Customer will be bound to carefully keep and maintain the goods delivered by Supplier separate from other goods and clearly identified as property of the Supplier at its own expense.

10.3 Customer is furthermore obliged to properly insure the goods delivered subject to retention of title and to keep them insured against risks such as fire, theft and other causes of loss or damage. At first request, Customer will allow Supplier inspection of the insurance policies. Immediately at the Supplier's request, all claims of Customer on the relevant insurers will be transferred to Supplier or - at the option of Supplier - pledged as an additional security for the claims of Supplier on Customer.

10.4 Until the moment of full payment, Customer will not be entitled to encumber or alienate the goods or to give the actual control thereover, in whole or in part, to third parties.

10.5 If this is necessary in the framework of its normal business operation, Customer will be entitled to alienate the goods for their intended purpose to third parties, provided that it demands and obtains payment in cash of those third parties or that it stipulates a right of retention for those third parties that is just as far-reaching as the present one, but without giving those third parties the power to alienate. At the Supplier's first request, Customer is obliged to transfer or - at the option of Supplier - pledge the claims that Customer obtains or will obtain on those third parties as a result of this alienation.

10.6 In the event that Supplier wishes to exercise its proprietary rights provided for in this Article, Customer will be obliged to render its cooperation thereto and Customer in advance grants Supplier its unconditional permission to access all those locations where Supplier's goods are located and to retrieve those goods. The costs thereof will be borne by the Customer.

10.7 If and insofar as the Customer is established in Germany, the following shall apply in addition to the provisions of articles 10.1 to 10.6:

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch

Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers - Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.

Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab.

Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mit verarbeitete Vorbehaltsware schon jetzt an uns abgetreten.

Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen.

Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.

Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

Article 11 Attributable shortcoming of Customer

11.1 If Customer fails to comply properly, or timely, with any of the obligations arising for it from the agreement, and also in case of liquidation, suspension of payments, an administration order or shutdown, winding-up or transfer of its company or in the event of any other comparable circumstance, all claims of Supplier will be immediately due and payable, and Customer will be deemed to be in default by operation of law. In that case, at its discretion, Supplier will be entitled to terminate the agreement in whole or in part or to suspend (further) performance of the agreement, without any liability to pay damages and without prejudice to its further rights, without any notice of default or judicial intervention being required to that effect.

Article 12 Force Majeure

12.1 If, due to any cause whatsoever, the supplier from which Supplier buys goods or services, fails to deliver or to fails in time, this will be deemed as force majeure on the side of Supplier and this will not result in any liability to Customer. The same applies to events such as strike, fire, theft, destruction of goods during transport, water damage, frost, storm or other unworkable weather, natural disasters, epidemics, pandemics, operational failures, defects or damage to machinery, failure of the Internet or other means of communication, government measures, delay in shipment, delay in supply, export barriers, war, sabotage, riots, boycotts, blockades, mobilisation, transport obstacles, export obstacles, import obstacles, illness of an owner, director or employee of Supplier or of third parties engaged by Supplier and all other cases of force majeure. In all cases of force majeure, at its own discretion, Supplier will be entitled to either extend the delivery time by the duration of the hindrance, or to cancel the agreement in so far as the agreement is affected. If demanded in writing by Customer, Supplier will be bound to explain its choice in this matter within eight days. Supplier will not be entitled to cancel if the hindrance does not last longer than a month.

Article 13 Complaints

13.1 No complaints will be justified and no liability will be accepted, when delivered goods have been, wholly or in part, taken into use by Customer, have been altered, processed or adapted, supplied onwards, used injudiciously or improperly, maintained insufficiently, when Customer has not or not properly complied with given regulations, instructions or advice, or when the goods have been collected by or on behalf of Customer itself. The same will apply to minor deviations in the quality, colour, smell, size or finish, which are common in the sector or technically unavoidable. Neither will Customer be entitled to any claims in cases of normal wear or tear or if a defect has been caused by circumstances that are out of the Supplier's control, such as exposure to temperatures which are too low or too high, pressure which is too low or too high, (inadmissible) chemical substances, etcetera.

13.2 A signed consignment note or receipt signed by or on behalf of Customer (for instance by the carrier) will be deemed a full and indisputable evidence of unconditional acceptance of the delivered goods.

13.3 Customer will be obliged to meticulously check the delivered goods for any shortcomings immediately at the time of delivery and to report to Supplier, in writing and properly specified and justified, any detected shortcomings within eight working days after delivery, failing which the right to rely on any failures will lapse. These time limits will apply to each separate delivery, also in the case of a partial delivery.

13.4 The reporting of any complaint will not suspend the payment obligation of Customer.

13.5 Customer will keep (alleged) defective goods at the disposal of Supplier and enable Supplier to investigate the reported complaints. When it appears that a complaint is unfounded, the costs so incurred, including the research costs, will be payable by Customer.

13.6 If complaints about the delivered goods have been reported by Customer in time, in writing, properly specified and substantiated, and if they have been considered well-founded by Supplier, after return receipt of the relevant defective goods - at the option of Supplier - Supplier will arrange for the repair or replacement thereof or the payment of a compensation of not more than the price charged for the relevant defective goods or the agreed price.

Article 14 Liability

14.1 The liability of Supplier will never extend beyond any obligation to repair, replace or compensate as referred to in Article 13.6.

14.2 In all events, Supplier will never be liable for damage resulting from inadequate information provided by Customer, including but not limited to drawings, designs, samples and models, or goods, including the presence of any (residual) substances, of whatever nature, in or on those goods.

14.3 Except in the event of intent or deliberate recklessness, Supplier will not be liable for any property damage and personal injury.

14.4 Furthermore, except in the event of intent or deliberate recklessness, Supplier will never be liable for any indirect loss, including consequential loss, trading loss, lost profits, lost savings, loss resulting from personal accidents, loss resulting from claims of third parties against Customer.

14.5 In any case, liability of Supplier will never extend beyond the liability of its suppliers.

14.6 Should Supplier be liable for any loss, then the liability will be limited to the price charged or the agreed price for the delivered goods.

14.7 The liability of Supplier will at all times be limited to the amount paid out in the relevant case by the liability insurer or other insurer of Supplier, plus the applicable excess.

14.8 Notwithstanding any longer statutory time limits, the time limit of all claims of Customer against Supplier will be one year.

14.8 Any liability of the Supplier expires one year after the occurrence of the event that caused the damage. The Customer's legal claim for repair, replacement or compensation against the Supplier expires one year after the Customer has given the Supplier written notice of liability.

Article 15 Indemnity

15.1 The liability of Supplier to third parties will never exceed the liability of Supplier to Customer. Where possible, in its agreements with third parties Customer will stipulate a corresponding exclusion of limitation of liabilities for the benefit of Supplier and will indemnify Supplier against any further claims of third parties.

15.2 (Legal) persons belonging to the group of Supplier or employed or hired by Supplier or that are used by Supplier in the course of performance of the agreement, will also be indemnified by Customer against any claims against them. The total amount recoverable from these (legal) persons and Supplier together, will never exceed the amount Supplier would have been liable for by itself.

Article 16 Intellectual property

16.1 If the agreement is performed by Supplier in accordance with drawings, designs, samples, models or other instructions in the broadest sense, received from Customer or through Customer from third parties, Customer will guarantee that the goods delivered by Supplier do not affect any copyright, patent, trademark right or any other right of third parties. Customer will fully indemnify Supplier against all claims of third parties and all the associated costs.

16.2 If, on the ground of any alleged right, a third party objects to the manufacture and/or delivery by Supplier, Supplier will be certainly and exclusively for that reason entitled to stop performance of the agreement immediately, and to claim compensation from Customer for costs already incurred, without prejudice to the claims of Supplier for any further compensation, without Supplier being obliged to pay any compensation.

16.3 The intellectual property of all documents, drawings, designs, samples, models or other goods manufactured by Supplier or by order of Supplier, will at all times remain with Supplier, also after

delivery to Customer. These goods may never be reproduced or provided to third parties or made available for inspection without permission of Supplier.

Article 17 Privacy and data processing

17.1 Customer will comply with the applicable legislation and regulations in the area of the processing of personal data, including the General Data Protection Regulation (GDPR). When required and without delay, Customer will inform Supplier on the manner in which Customer carries out its obligations under that legislation and those regulations.

17.2 Customer will indemnify Supplier against any claims of third parties relating to the non-compliance with the obligations mentioned in the preceding paragraph, without prejudice to the other rights of Supplier.

Article 18 Applicable law and competent court

18.1 All agreements and any other legal relationships with Supplier will be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is expressly excluded.

18.2 Any disputes which may arise between the Seller and Customer, will exclusively be submitted to the competent court in whose jurisdiction Supplier has its registered office. Supplier will, however, remain entitled to submit a dispute to the court which is competent by law.

Article 19 Conversion and filing

19.1 If any provision in the Conditions or the agreement is or will become invalid, the remaining provisions will continue to apply in full. The parties will replace the invalid provision(s) by a provision with a corresponding meaning that matches the original meaning as closely as possible.

19.2 All obligations arising for Customer from the agreement or these Conditions, that are by their nature intended to continue after the termination of the agreement, including but not limited to the obligations laid down in Article 16, will remain in force after termination of the agreement.

19.3 The Dutch text of the Conditions will prevail over any translation and has been filed with the Chamber of Commerce under the numbers of the Chamber of Commerce, as referred to in Article 1 paragraph a.

January 2026