

GENERAL PURCHASE CONDITIONS

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

Article 1 Definitions:

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

- a. Customer: 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. Supplier: a party that has submitted an offer to Customer and/or that enters or will enter into an agreement with Customer.
- c. Conditions: the present general purchase conditions.

Article 2 Applicability

2.1 The Conditions will apply to all requests for offers and/or all existing or future agreements of Customer to or with Supplier, including but limited to the supply of goods, the provision of services and 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 requests for offers and/or agreements as referred to in Article 2.1 only if Customer has accepted the application of such provisions explicitly and in writing.

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

Article 3 Requests and Agreement

3.1 All requests for offers submitted by Customer to Supplier are free of obligation and will be deemed only to be an invitation to Supplier to make an offer to Customer. Customer will never be liable for any costs associated with the submission of any offer.

3.2 An offer of Supplier will be irrevocable, unless prior to or at the time of submitting the offer, Supplier has expressly stated in writing that it is revocable. After acceptance, even offers subject to contract may not be revoked by Supplier.

3.3 The agreement will not be concluded until Customer has accepted an offer of Supplier in writing or until Customer has placed a written order with Supplier or until Customer has signed an order confirmation of Supplier for approval.

Article 4 Delivery

4.1 Unless otherwise agreed in writing, delivery will be DDP (Delivery Duty Paid in accordance with the latest version of the Incoterms) at the address of Customer. The transport to the place of delivery as well as the loading and unloading, will be at the risk and expense of Supplier.

4.2 The specified and agreed delivery periods will always be deemed final terms.

4.3 The delivery must take place within the term specified by Customer or agreed upon by the parties. If delivery does not take place within this term, Supplier will be in default without any further notice of default, in which event Customer will be entitled - but not obliged - to terminate the agreement in whole or in part. Furthermore, if the Supplier fails to deliver within the deadline specified by the Customer or agreed between the parties, the Supplier shall owe the Customer an immediately payable penalty of € 250,00 per day for each day the delivery is late, without prejudice the Customer's right to full compensation of any loss it suffers or will suffer as a result of the overdue delivery. This compensation will be payable on demand.

4.4 In the event that, for whatever reason, Customer is not capable of taking receipt of the goods to be delivered on the agreed time, while the goods are ready for dispatch, Supplier will arrange for their storage and secure them at his own risk and expense and will take all reasonable measures to prevent deterioration of the quality until the goods have been delivered.

4.5 All additional resources and documentation, such as certificates, attestations, packing lists, manuals, maintenance instructions, lists of spare parts, form part of the delivery and will therefore be delivered prior to or concurrently with the goods.

4.6 Customer will be entitled, but not obliged, to inspect, examine and/or check the delivered goods - including any installation, mounting, assembly, commissioning or other work performed pursuant to the agreement - in terms of both quantity and quality. The inspection, examination and/or check of the

delivered goods performed by Customer will not constitute acceptance and will be limited to visual defects.

4.7 The ownership and the risk of the delivered goods will pass to Customer as soon as Customer has taken receipt of them and has given approval in writing. The sign-off of any dispatch notes, consignment notes and/or delivery notes by Customer will serve only as acknowledgement of receipt and will not constitute acceptance of the delivered goods by Customer.

4.8 Approval of the delivered goods will not release Supplier of any of its (guarantee) obligations and liability following from the agreement.

4.9 Regardless of the material from which they are made, all goods to be delivered by Supplier will in any case 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;
- the exterior of the goods will, in addition to this labelling, 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 should not be offered by Supplier and will not be accepted by Customer;
- 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 Supplier at its expense, so that the relevant (residual) substances will no longer be present. The relevant goods concerned must then be provided with a sticker or other mark indicating that pre-cleansing has actually taken place and, if there were waste products, the name of the waste products stating the relevant (Eural) codes. This must also be set out in the consignment note.

4.10 If Customer rejects the delivered goods, these will be considered as non-delivered and the ownership and risk of the goods will be deemed to have remained with Supplier. Customer will at all times be entitled to return the rejected or non-accepted goods to Supplier or to store them at the risk and the expense of Supplier.

Article 5 Packaging

5.1 The goods to be delivered will be packaged by Supplier in such a manner that, when transported in a normal manner, they will arrive at their destination in good condition and can be unloaded and stored with the usual means. In addition, the packaging must at all times meet the current legislation and regulations, for instance with regard to transport by sea, inland waterways, road and air. The packaging must meet the applicable (NEN) standards.

5.2 Customer will at all times be entitled to return packaging materials to Supplier. Return shipment of packaging materials to the shipping address of Supplier will be at the risk and expense of Supplier.

Article 6 Quality

6.1 The delivered goods will meet the requirements and specifications agreed upon, possess the reasonably assumed characteristics, be suitable for the purpose and use for which they are intended and meet the statutory provisions and/or other governmental provisions in force at the time of the delivery, failing which Customer will be entitled to reject or refuse the delivered goods.

6.2 Prior to the dispatch of the goods, Supplier will check whether they comply with the provisions of the preceding paragraph. Customer will be entitled, but not obliged, to be present at this check if desired. At the request of Customer, Supplier will provide a (certified) copy of the reports and/or documentation regarding the check(s) carried out. If desired, Customer will be entitled to test or investigate the Supplier's quality and/or control system in the context of which Supplier must lend its cooperation.

6.3 Customer is entitled, but not obliged, to inspect, examine and/or check anything that Supplier will deliver during the production, processing, storage, performance etc. Supplier will lend its cooperation thereto. The costs of inspections, examinations and/or checks by or on behalf of Customer will be payable by Supplier. The performance of any inspection, examination and/or checks by or on behalf of Customer does not mean that anything Supplier must deliver has been approved by Customer or that delivery has taken place.

6.4 If a delivery has been rejected by Customer, in whole or in part, then Customer will also be entitled to refuse other deliveries of Supplier and/or the non-rejected part of the relevant delivery, without Customer being obliged to pay the price or being liable for compensation.

Article 7 Guarantees

7.1 Supplier guarantees that the delivered goods comply with the provisions of Article 6.1.

7.1 If required Supplier will immediately supply to Customer information related to the (technical) specifications and/or characteristics of the delivered goods and regarding the use of the delivered goods. Supplier guarantees the correctness of all the information it will provide to Customer.

Article 8 Prices

8.1 All prices are fixed and include any possible costs, including costs of shipment, packaging, transport, delivery, loading and unloading, assembly, import and export duties and excise duties, other levies and taxes and (extra) costs relating to the performance of the agreement.

8.2 An increase of costs on the part of Supplier, due to whatever cause, will not result in any price increase. Such price increases will not be accepted by Customer.

8.3 Exchange rate differences and any bank charges charged by a foreign bank are at the risk and expense of Supplier.

Article 9 Payment

9.1 Customer will be required to pay only if the agreement has been fully and properly performed by Supplier and the consignment has been accepted by Customer.

9.2 In that event, payment will be made within 45 days after receipt and approval by Customer of a proper invoice of Supplier. This payment term applies regardless of the payment term stated on the invoice.

9.3 If, under whatever heading, Customer has or will have a claim on Supplier, Customer will be entitled to set off this claim against any debt it owes to Supplier.

9.4 Payment by Customer will not release Supplier of (guarantee) obligations and/or liability under the agreement, law or otherwise.

Article 10 Offsetting and suspension

10.1 Supplier will never have the right to set off any claims of Customer against any claims it has on Customer.

10.2 Supplier will not be entitled to suspend any obligation in whole or in part on the basis of the agreement with Customer.

Article 11 Default of Supplier

11.1 If Supplier fails to comply with one or more of its obligations pursuant to the agreement with Customer or if there is a reasonable fear that Supplier will fail to do so, as well as in the event of (an application for) liquidation or suspension of payments, attachment, shutdown, winding-up, acquisition of any comparable situation of Supplier, the claims of Customer will be immediately due and fully payable and Supplier will be in default by operation of law, without any notice of default being required to that effect. In that case, without any obligation to pay damages or any other compensation Customer will also be entitled to suspend its obligations and/or to terminate the agreement in whole or in part, without prejudice to Customer's other rights.

Article 12 Costs

12.1 All costs, both judicial and extra-judicial (including legal assistance costs), incurred by Customer, which are associated with the performance of the agreement, overdue delivery or faulty delivery by Supplier, will be payable by Supplier.

Article 13 Liability

13.1 Supplier will be liable for any damage or loss of whatever nature, directly or indirectly, suffered or to be suffered by Customer and/or third parties, including consequential loss, resulting from any failure to fulfil its obligations under the agreement with Supplier.

13.2 Supplier will indemnify Customer against any claims of third parties following from or relating to (the performance of) the agreement with Customer and/or any shortcoming of Supplier to fulfil its obligations under that agreement.

13.3 For the application of this Article, personnel or auxiliary persons of Customer and personnel or auxiliary persons of Supplier are considered to be third parties.

13.4 Under no circumstance will Supplier be entitled to invoke force majeure.

13.5 Supplier will be obliged to take out and maintain insurance against the risks of the (performance of the) agreement and/or any liability against Customer and/or third parties on the basis of the agreement, the law and/or otherwise. At first request, Supplier will submit the relevant policy or policies for inspection by Customer.

Article 14 Transfer of rights and obligations

14.1 Without the Customer's prior written consent, Supplier will not be entitled to transfer or outsource its rights and obligations under the agreement and the performance of the agreement in whole or in part to third parties.

14.2 Transfer and/or outsourcing to a third party will not affect the liability of Supplier for the proper performance of the agreement and Supplier will fully indemnify Customer against any liability pursuant to the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (Wet Ketenaansprakelijkheid) and/or other legislation and regulations.

14.3 In the event of transfer or outsourcing, Supplier will be obliged to impose the stipulations of the agreement concluded between Customer and Supplier to the third party or parties involved, and to have the third party/parties certify in writing that Customer will be entitled to exercise the same rights against it/them as against Supplier.

Article 15 Confidentiality

15.1 Supplier will be obliged to maintain confidentiality with regard to all the details which have come to his knowledge by or in connection with the agreement, including but not limited to drawings, descriptions, specifications, models, constructions, diagrams, technical and/or business documents and also knowledge, in the broadest sense, stemming from Customer, which Supplier has in any way received or has come into the possession of.

15.2 The confidential data as referred to in the preceding paragraph will be used by Supplier only for the performance of the agreement with Customer.

15.3 Supplier will impose this duty of confidentiality to its employees and/or auxiliary persons and will ensure the compliance thereof by its employees and/or auxiliary persons.

Article 16 Intellectual Property

16.1 Supplier guarantees that the delivered goods and the use thereof are free from all special charges and encumbrances and that this does not infringe any patents, trademark rights, industrial design rights, copyrights or other rights of third parties.

16.2 Supplier will indemnify Customer against all claims of third parties relating to any breach of the preceding paragraph and will compensate Customer for any loss resulting from this breach.

16.3 All intellectual property rights belonging to Customer will remain property of Customer.

16.4 All intellectual property rights resulting from the performance of the agreement will accrue to Customer and will be transferred by Supplier to Customer.

Article 17 Privacy and data processing

17.1 Supplier will comply with the applicable legislation and regulations in the area of the processing of personal data, including the General Data Protection Regulation (GDPR). If requested, Supplier will immediately inform Customer in writing on the manner in which Supplier carries out its obligations under that legislation and those regulations.

17.2 Supplier will indemnify Customer 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 Customer.

Article 18 Applicable law and competent court

18.1 All agreements and any other legal relationships with Customer 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 All disputes which may arise between Customer and Supplier, will exclusively be submitted to the competent court in whose jurisdiction Customer has its registered office. Customer 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 Supplier 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 the Articles 15 and 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 Chamber of Commerce numbers referred to in Article 1 paragraph a.

January 2026