

## GENERAL PURCHASE CONDITIONS

*Culemborg, January 2025*

### Art. 1. Applicability

1. These general purchase conditions are applicable to all offers made by the seller to Rademaker B.V. and its affiliated companies ("Rademaker"), all requests for an offer and all orders by Rademaker and all agreements made between Rademaker and the seller regarding the purchase and the supply of goods, including software included in the delivery. The applicability of any other terms and conditions of the seller is specifically rejected.

2. Stipulations varying from these general purchase conditions only apply when they are confirmed by Rademaker to the seller in writing or electronically.

3. In the event of conflict between the contents of the agreement between Rademaker and the seller and these general purchase conditions, the provisions of the agreement will prevail.

### Art. 2. Formation of agreements

1. Rademaker can request the seller to make an offer to Rademaker specifying the technical specification, desired numbers, delivery date and delivery address for the goods that the seller is to supply to Rademaker under the applicability of these general purchase conditions.

2. Costs, if any, related to making offers and/or quotations, including the costs of advice, drawing and the like, made by or for the seller, are not reimbursed by Rademaker.

3. The agreement is concluded, when Rademaker places a purchase order with the seller. The seller is obliged to confirm the order to Rademaker. If the seller does not confirm the order within 24 hours after receipt thereof, Rademaker is entitled to revoke the order free of charge.

4. Rademaker can prescribe to the seller the use of a specific form for the order conformation.

### Art. 3. Variations and cancellation

1. Rademaker is entitled to change the quantity and/or the quality of the goods that are to be supplied by means of a written or electronic notice to the seller.

2. If variations lead to an alteration to the agreed purchase price or an extension of the delivery time, the seller shall immediately inform Rademaker. An alteration to the purchase price and/or the delivery time must be agreed in writing or electronically between the parties.

3. Rademaker is entitled to cancel the order at any moment by means of a written or electronic notice to the seller. In that case, Rademaker shall reimburse to the seller the costs that the seller made until the moment of cancellation. The seller is obliged to allow inspection of the calculation of the costs at the request of Rademaker.

4. In the absence of an agreement about the alterations to the purchase price and/or the delivery time or the assessment of the reimbursement of the costs, there is a dispute between the parties to which art. 20 is applicable.

### Art. 4. Quality and performance

Subject to the stipulations in the purchase order and a technical specification forming part thereof, the goods supplied must:

- in respect of quantity, specification and quality be in accordance with the stipulations in the order;
- be manufactured of sound materials and be of a sound construction, free of defects;
- in every way be similar to the samples and models, provided by Rademaker and/or the seller;
- deliver the performances (capacity, efficiency, speed, sound workmanship etc.) as prescribed in the order;
- be fully suitable for the purpose made known to the seller and be accompanied with the necessary documents.

### Art. 5. Inspection and tests

1. Before shipment the seller shall, when such is customary for the goods involved, carefully test if the goods are in accordance with what is agreed. The seller shall timely notify Rademaker of the time and place of such tests in order to allow Rademaker to be present or represented at the tests. At its request, the seller shall provide Rademaker with a certified copy of his test reports.

2. Rademaker is entitled to inspect the goods during manufacturing, processing and storage. When Rademaker exercises this right, the seller shall ensure that he makes available such facilities as Rademaker can reasonably request for this.

3. If the tests show the goods not to be in accordance with the description in the purchase order or if it is likely that after completion of manufacturing this will not be the case, Rademaker shall inform the seller thereof. The seller is then, without prejudice to art. 10 and 12, obliged to take all necessary measures to meet the technical specification in the order and the provisions of the agreement.

4. The seller, who disputes the results of the tests, is entitled to carry out an expert examination at his own behalf at the costs of the wrongful party. If based on the reports of these inspections and tests an agreement between the parties cannot be reached, there is a dispute between them to which art. 20 is applicable.

### Art. 6. Packaging and delivery/shipment

1. The goods must be properly packed and secured to allow them to reach their destination in good condition by normal means of transportation. The seller shall insure himself to the benefit of Rademaker against the risks reasonably to suspect during transport.

2. All wooden packaging materials, like crates, pallets etc., must have been treated in accordance with ISPM 15 (International Phytosanitary Measure 15).

3. The goods shall be delivered by the seller or shipped to be delivered at the agreed place or places of destination in the manner as stipulated in the purchase order or in accordance with the later agreed delivery term, which shall be construed in accordance with the Incoterms® in force at that moment. If no delivery term is stipulated or later agreed, the delivery shall be DDP (Delivered Duty Paid).

4. If the goods are collected by or for Rademaker, the seller shall provide assistance during loading free of charge. If a delivery EXW (Ex Works) is agreed and the seller takes care of transport or shipment, this transport or shipment takes place at the risk and expense of the seller.

### Art. 7. Storage

If for whatever reason Rademaker is unable to collect the goods at the agreed time and they are ready for shipment, the seller shall at the request of Rademaker store and secure the goods and take all necessary measures to prevent deterioration until they are delivered to Rademaker.

### Art. 8. Transfer of title and risk

1. Subject to that stated in paragraph 2 of this article, the title and risk of loss or damage to the goods shall pass to Rademaker in accordance with the in the purchase order or later agreed delivery term, which shall be construed in accordance with the Incoterms® in force at that moment.

2. If the seller postpones the shipment at the request of Rademaker in accordance with art. 7, the title to the goods shall pass to Rademaker at the date indicated by Rademaker. The seller is obliged store the goods separately and marked as property of Rademaker from that date. The seller as holder shall nevertheless bear the risk of the goods until the goods are delivered to Rademaker at the place or places referred to in paragraph 3 of art. 6.

### Art. 9. Auxiliary tools and confidentiality

1. All models, moulds, tools, visual materials, drawings, other technical documents and other auxiliary tools made available by Rademaker to the seller or made or purchased by the seller for Rademaker, shall remain or become the property of Rademaker.

2. The seller shall keep these auxiliary tools in good condition and insure them and keep them insured against fire and theft, as long as they are in his possession.

3. The seller shall return these auxiliary tools to or place them at the disposal of Rademaker on demand of Rademaker.

4. If the seller does not or not fully returns these auxiliary tools to Rademaker or returns them damaged, either at the agreed delivery date or at the time stated in paragraph 3 of this article, the seller is obliged to pay a compensation to Rademaker.

5. The seller is not entitled to use the auxiliary tools for any other purpose than making the goods meant for Rademaker ready for delivery.

6. The seller is bound to take measures to ensure the confidentiality of all data, information, knowhow and all auxiliary tools as stated in paragraph 1 of this article placed at his disposal by Rademaker. If for the execution of the agreement the seller needs to disclose to a third party data, information, knowhow and all auxiliary tools as stated in paragraph 1 of this article placed at his disposal by Rademaker, he is obliged to impose on this third party an obligation of confidentiality as stated in this article.

7. The seller owes Rademaker an immediately due and payable penalty equal to the amount of the purchase order for each and every breach of the obligations in paragraphs 2, 5 and/or 6 of this article.

### Art. 10. Time for delivery and delay

1. The seller shall deliver the goods at the agreed time or immediately after expiration of the delivery period stated in the purchase order. Is a delivery period is specified, such period shall start to run on the date on which Rademaker has placed the purchase order with the seller or on the date on which Rademaker has put the seller into possession of the information, drawings, models and other auxiliary tools that are to be provided by Rademaker, which the seller needs to start with the execution of the order.

2. As soon as the seller knows or anticipates that the goods will not be delivered on time, he shall forthwith notify Rademaker thereof. The seller owes Rademaker a penalty of 0.5% of the purchase price for commenced day of delay. The maximum amount of penalties is 15% of the purchase price. In addition, the seller is liable for any damages Rademaker suffers as a result of the delay as well as late notification of the (likely) delay.

3. If the goods are (partially) not delivered at the agreed time and the parties cannot reach an agreement to extend the delivery period, Rademaker is entitled to terminate the agreement by a written statement without judicial intervention. This termination does not only extend to the goods that are not yet delivered, but also covers the goods that were already delivered under the same agreement, if these goods cannot be used effectively anymore as a result of the remaining goods not being delivered.

4. In case of termination of the agreement Rademaker is entitled to send back to the seller at the risk and expense of the seller the goods that were already delivered under the same agreement, but cannot be used effectively anymore and demand from the seller reimbursement of the payments already made by Rademaker for these goods.

5. In case of termination of the agreement the seller is obliged compensate Rademaker, except for the damages stated in stated in paragraph 2 of this article, for all other damages also suffered by Rademaker, such as from the purchase of goods in replacement and loss of profit.

### Art. 11. Installation

1. If according to the purchase order the goods must be installed by the seller at the place or places indicated by Rademaker, the seller shall at the time for delivery provide free of charge sufficient professional labour. Rademaker shall make available for this labour such facilities as the seller can reasonably desire for them.

2. When installation has been completed, tests shall be carried out in the presence of Rademaker and de seller or their representatives. The seller undertakes to keep providing professional labour until the tests have for both parties been satisfactorily completed.

3. After installation the seller shall at the request of Rademaker provide instruction personnel to instruct the personnel of Rademaker and/or its customers on the usage, the maintenance and the repair of the supplied goods.

4. The stipulations of the preceding paragraph also apply to other goods that do not need to be installed, but do require an instruction.

### Art. 12. Tests and rejection

1. If sufficient testing has not been carried out during or after manufacturing pursuant to art. 5 or after installation pursuant to art. 11, Rademaker is entitled to test the goods, of which the technical nature makes tests desirable or necessary, after delivery or after onward supply by Rademaker to its customers.

2. If the tests show defects, the seller is obliged to repair these without delay. Rademaker is always entitled to undertake or employ a third party to undertake the repair work at the risk and expense of the seller.

3. If repair of the defects is not possible or not justified taking into account the time it takes and costs thereof, Rademaker is entitled to reject the goods.

4. The stipulations of the preceding paragraphs also apply to goods that do not need to be tested, but which at or after delivery turn out not to be in accordance with the stipulations and specifications of the purchase order.

5. Rademaker shall notify the seller immediately of the rejection. If the parties cannot agree on the delivery of alternative goods, Rademaker is entitled to terminate the agreement by a written statement without judicial intervention. The stipulations of paragraphs 3, 4 and 5 of art. 10 apply to this termination accordingly.

6. After termination Rademaker shall without delay send back the already delivered goods to the indicated place by the seller at the risk and expense of the seller. By and on this return the title to the goods shall pass back to the seller.

7. After termination the seller is obliged to reimburse to Rademaker the already paid amounts of the purchase price immediately.

#### Art. 13. Warranty and liability

1. The seller is liable for damages to and caused by the goods resulting from defects that occur during the warranty period, unless the defects are the result of faulty design by Rademaker.

2. Unless otherwise agreed in the purchase order, is the warranty period 36 months from delivery of the goods.

3. During the warranty period the seller is obliged to repair or replace with new free of charge the goods or defect parts thereof within a reasonable period. Rademaker is always entitled to undertake or employ a third party to undertake repair and replacement at the risk and expense of the seller.

4. For goods or parts that are repaired or replaced and repair works the warranty period starts over.

#### Art. 14. Price and payment

1. The purchase price includes, unless agreed to the contrary, the price for the goods, the costs of packaging, for transport and the delivery costs at the place designated by Rademaker, including all duties and the possible costs for installation and instructions as stated in art. 11.

2. Rademaker is entitled to set off the purchase price and the extra amounts owed by Rademaker on the basis art. 3 against the amounts owed by the seller.

3. Rademaker shall pay to the seller the agreed purchase price, increased and decreased pursuant to the stipulations of the preceding paragraph, at the time or times set out in the purchase order.

#### Art. 15. Assignment and pledge

The seller is prohibited to assign or pledge claims arising from the agreement with Rademaker and/or assign other rights and obligations arising from the agreement in any other way to third parties, without the express prior written or electronic consent of Rademaker. This provision has effect under the law of obligations as well as under the law of property in the sense of paragraph 2 of art. 3:83 of the Dutch Civil Code.

#### Art. 16. Legal requirements

1. The seller warrants that the design, the composition and the quality of the goods that are to be delivered on the basis of the purchase order comply in every aspect with all applicable requirements that are prescribed by law and/or other statutory regulations in force at the moment of the agreement is entered into, including with all the local and/or regional laws, regulations and rules at the place where the customer of Rademaker is located. The seller ensures that all necessary permits, certificates and/or approvals are obtained.

2. In case of delivery of goods that are covered by the scope of a directive of the European Union that applies when they are first placed on the market, like for example the Machinery Directive, the EMC Directive, the Pressure Equipment Directive, the Low Voltage Directive etc., the seller is obliged to comply with all requirements and procedures stated therein. If therein prescribed, the seller shall provide an EC declaration of conformity for these goods and put the CE marking on them. In case of partly completed machinery in the sense of the Machinery Directive 2006/42/EC, the seller shall hand-over a declaration of incorporation in accordance with Annex II B of the Machinery Directive and an instruction manual in accordance with par. 1.7.4 of Annex I of the Machinery Directive. At the request of Rademaker, the seller shall hand-over or allow inspection of the risk assessment it has made.

3. Materials and articles intended to come into contact with food must be in conformity with the European regulations (EC) No. 1935/2004, (EC) No. 2023/2006 and (EU) No. 10/2011 and Title 21 (Food and Drugs) of the Code of Federal Regulations (CFR 21), and be free from the use of bisphenol A (BPA) and other bisphenols and bisphenol derivatives.

4. The seller shall comply with the regulation for chemicals manufacture and use in Europe (EC) No.1907/2009 (REACH). The seller shall provide Rademaker with (a) safety data sheet(s) or information in accordance with articles 31 and 32 of the regulation and is in accordance with art. 33 of the regulation obliged to provide Rademaker with the necessary information to allow safe use of an article, when an article contains more than 0.1% weight by weight (w/w) of a substance of very high concern on the candidate list published by the European Chemicals Agency (ECHA). The seller shall inform Rademaker when an article contains per- and polyfluoroalkyl substances (PFAS).

#### Art. 17. Intellectual property rights

1. The seller warrants that by the use of and/or trade in the goods by Rademaker or its customers no infringement is made to intellectual property rights of third parties or that the seller has the necessary licence(s). The seller shall indemnify and hold Rademaker harmless against all claims by third parties of alleged infringements to their patents, designs, trademarks, copyrights and other intellectual property rights regarding the manufacture, repair or use of the supplied goods.

2. If the seller holds any intellectual property rights to the supplied goods, Rademaker shall not be deemed to infringe these rights when using, changing, transferring and/or repairing these goods. In this case, Rademaker shall be granted free of charge a right of use by means of a worldwide and perpetual licence. At the request of Rademaker, the seller is obliged to supply the source code for the software to which the seller holds the intellectual property rights.

3. If Rademaker holds the any intellectual property rights to the design for the supplied goods, the stipulations of paragraphs 5 and 7 of art. 9 apply accordingly.

4. In case goods are specifically developed for Rademaker, Rademaker shall exclusively hold the intellectual property rights in connection therewith. The seller shall transfer these rights to Rademaker in advance and is obliged to perform all (legal) acts that are necessary for this transfer at the first request of Rademaker.

#### Art. 18. Termination and force majeure

1. Save as otherwise stated in these general purchase conditions, the agreement shall be terminated by a written statement by Rademaker at the time the seller is declared bankrupt, applies for a suspension of payment, ceases his business or in case of seizure of the goods that are to be supplied or if the performance under the agreement by the seller is impeded by force majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events or terrorist acts.

2. By the termination all claims of Rademaker shall become immediately payable. The stipulations of paragraphs 3, 4 and 5 of art. 10 apply to this termination accordingly.

#### Art. 19. Damages and indemnity

1. The seller shall be liable for all damages shall compensate Rademaker fully for all damages suffered by Rademaker, its employees and/or its customers resulting from acts or omissions that can be considered as a breach of contract or tort by the seller, his employees or anyone for whom the seller is responsible in connection with the performance of agreement. This also includes damages arising because of the presence, use or supply and removal of property of the seller, his employees or of anyone for whom the seller is responsible in connection with the performance of agreement.

2. The seller shall indemnify and hold Rademaker harmless against claims of third parties to compensate damages as stated in the first paragraph of this article. If a third party lodges a claim against Rademaker, Rademaker shall forthwith notify the seller thereof and dispatch the necessary information. Rademaker is not obliged to defend itself against the claim of a third party.

3. The seller shall at the request and to the satisfaction of Rademaker prove that he, at his own expense, has taken out sufficient insurance that will cover any damages suffered by Rademaker as a result of acts or omissions by the seller and/or third parties employed by him.

#### Art. 20. Applicable law and disputes

1. The agreement is governed by the law of the Netherlands. The CISG (United Nations Convention on contracts for the International Sale of Goods, Vienna 11 April 1980) is excluded.

2. All disputes arising between the parties out or in connection with the agreement shall be settled by the district court of Midden-Nederland, located in Utrecht, the Netherlands.

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