

GENERAL TERMS AND CONDITIONS OF DELIVERY CONTRACT TESTING (“WORKS”) BY VERIDIS TECHNOLOGIES B.V., Situated in Eindhoven, the Netherlands, registered at the Chamber of Commerce under number: 81225717

§ 1 – Definitions and explanation

1.1 Unless defined elsewhere in these General Terms, the wording with capital letters as described below shall have the following meanings:

Contract the agreement concerning the provision of Works between the Parties of which these General Conditions form an integral part, including all appendices, and subsequent amendments as may be agreed upon in writing between Veridis and the Customer.

Customer the company named as such in the Contract.

Confidential Information the Contract, its terms and implementation, as well as all information and know-how (including but not limited to designs and other intellectual property rights) provided by a Party to the other in any form of any kind or otherwise coming to a Party's knowledge in connection with the performance of the Contract and all data derived directly or indirectly from such information.

General Terms These are general terms and conditions of delivery for Works of VERIDIS.

Group Company means concerning the Party to which it refers, a (legal) entity affiliated with, directly or indirectly controls, is controlled by, or is under common control with, such Party.

Party or **Parties** each of VERIDIS and the Customer individually or VERIDIS and the Customer together.

VERIDIS VERIDIS TECHNOLOGIES B.V. and any of its Group Companies.

Works all services, such as, but not limited to, consultancy, engineering, chemical analysis, and the performance of works to be performed by VERIDIS under the Contract

1.2 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.3 In these General Conditions the term ‘in writing’ includes mail, e-mail, and any other electronic communication method custom in the market.

1.4 Terms and expressions of law and legal concepts as used in this General Conditions have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

§ 2 – Applicability of the General Conditions.

2.1 These General Conditions apply to all quotations, provision of Works, and

Contracts.

2.2 The applicability of the Customer's general purchase or other conditions is expressly rejected.

2.3 In the event of any contradictions between these General Conditions and the Contract, the terms of the Contract shall prevail.

§ 3 – Quotations, Contracts, and Notifications.

3.1 Every quotation by VERIDIS is without obligation and is valid for 30 (thirty) days unless otherwise specified. Prices mentioned in the offer are excluding VAT and transportation fees for the Customer to VERIDIS.

3.2 No purchase order shall be binding on VERIDIS unless it has been confirmed by VERIDIS in writing. This Purchase Order confirmation shall act as a Contract.

3.3 If a purchase order is placed by the Customer without a prior quotation of VERIDIS and the Customer takes delivery of the Works, this shall in any case constitute a Contract under these General Conditions and as a confirmation of the purchase order. Additional arrangements shall require the written approval of VERIDIS.

3.4 All notices relating to the Contract shall be made in writing.

§ 4 – Samples.

4.1 The Customer stands accountable for the selection, representativeness, coding, brand, and product names, and the provision to VERIDIS of any samples, materials, raw materials, products, semi-finished products, and end products to be researched. The Customer is obliged to notify VERIDIS of any hazardous properties of the samples in a clear manner in writing and to mark these as hazardous.

4.2 After the works VERIDIS will discard the samples as long as they are not harmful for normal disposal or if agreed otherwise with the Customer.

4.3 If the Customer wants to get the remainder of the samples returned after Works. Transport and storage of the samples and remains thereof will take place at the expense and risk of the Customer.

§ 5 – Use of the research results.

The (intellectual) ownership of the results of the Works shall be transferred to the Customer upon the moment at which the amount(s) owed to VERIDIS by the Customer are paid in full. However, the know-how and results of the Work affecting the enhancement of analytical knowledge and/or one of VERIDIS's working methods shall solely remain the ownership of VERIDIS.

§ 6 – Price, payment, change of Works.

6.1 The amount payable by the Customer for the Works will be set in the Contract.

6.2 The Customer shall pay the VERIDIS's invoices in full without discount, withholding, set-off, or counterclaim.

6.3 Disputation of an invoice by the Customer shall not suspend the fulfillment of its payment obligations.

6.4 The invoice will be based on the pricing given in the quotation/offer. If no fixed price was agreed, then it is agreed between VERIDIS and the Customer that the amount payable will be determined based on cost. Unless stated otherwise in the Contract, the amount payable includes all costs, and taxes (such as VAT). The Customer will make payments within 14 (fourteen) days of the date of the invoice.

6.5 If Parties agree that more Works will be carried out than determined in the Contract, this extra work will be carried out under new conditions and prices that will be confirmed by parties in writing.

6.6 In case the Customer fails to timely fulfill its payment obligations, then the Customer shall be in default by operation of law and be in debt an interest charge equal to the statutory interest rate, however, the interest rate owed shall in no event be lower than an interest of 1% (one percent) per month on the amount due and payable. The interest on the amount due and payable shall be calculated from the date the Customer is passing the invoicing date. The foregoing shall be in addition to and not instead of any other rights and remedies VERIDIS may have at law or in equity for such default. All judicial and extrajudicial costs related to the enforcement and collection of payments due by the Customer not received in time will be accounted to the Customer.

§ 7 – Obligation to provide information.

7.1 The Customer is obliged to provide all relevant information that can be of use to the execution of the Works and is known to them to VERIDIS. The following are considered relevant information: previous similar cases, important events, previously submitted applications, and publications, which apply to the same area.

7.2 When VERIDIS provides documents to the Customer for approval and comments, it is the task of the Customer to check the document for inaccuracies and mistakes, also concerning the technicalities.

§ 8 – Performance, warranty, liability, and indemnity.

8.1 VERIDIS will carry out the Works to the best of its ability and, if specified, follow the procedures as set out in the Contract. All Works shall be performed based on a responsibility to use best endeavors, unless and insofar as VERIDIS has expressly promised a result in the Contract.

8.2 VERIDIS shall not be bound by a date or delivery date or term or delivery

period, whether or not final, if (I) on the instructions of, or in agreement with the Customer if any change is made, any additional Works are delivered that are not included in the Contract; or (II) a change in approach concerning the performance of the Contract; or (III) if the Customer fails to fulfill its obligations arising from the Contract or fails to do so on time or in full.

8.3 VERIDIS is not obliged to follow the Customer's instructions in the performance of the Works, especially if these instructions change or add to the scope of the agreed Works.

8.4 VERIDIS is only liable for imputable damage suffered by the Customer as a result of non- (timely) compliance by VERIDIS or by employees or third parties hired by VERIDIS. The maximum amount for which VERIDIS will be liable is the amount payable by the Customer to VERIDIS per the Works carried out under the Contract.

These limitations of liability do not apply if the damage is caused by willfulness, gross fault, or gross negligence on the part of VERIDIS. If the execution of the Contract takes longer than 1 (one) year, VERIDIS's liability will be limited to the (average) amount that the Customer owed VERIDIS in the previous year (years). Under no circumstances will VERIDIS be liable for indirect damage, including but not limited to consequential damage, loss of profit, lost savings, and damage due to business stagnation.

8.5 The Customer will cover VERIDIS from any liability against third parties for damage resulting from the provision of incorrect information to VERIDIS.

8.6 Unless under a non-appealable final judgment, it is decided that willfulness, gross fault, or gross negligence on the part of VERIDIS exists, the Customer shall cover and hold VERIDIS fully harmless from and against all claims and causes of action for damages and expenses of every kind and form, including the costs of legal proceedings and attorney's fees asserted against VERIDIS, its agents, sub-contractors, and employees arising out of or in any manner connected with the provision of the Works or the use and/or application of any results of the Works by the Customer or by any other party who has received these results either directly or indirectly from the Customer. This indemnity includes but is not limited to, all claims and causes of action resulting from patent, trademark or other intellectual property infringement, which are based, in whole or in part, on the Works provided, in whole or in part, following Customer's, designs, drawings, specifications or other instructions.

8.7 VERIDIS warrants that, at the time of making the offer to the Customer, it is not aware of any infringement of third-party intellectual or industrial property rights, or other rights.

8.8 If VERIDIS has provided Works according to, in whole or in part, designs, drawings, or other instructions from the Customer, then the Customer guarantees that this will not infringe any third-party intellectual or industrial property rights or

other rights. The examination of any infringement of third-party rights shall be at the initiative, responsibility, and expense of the Customer. If there is any infringement of such third-party rights, VERIDIS shall respect such rights and as far as possible propose an alternative solution. The Customer indemnifies VERIDIS against any third-party claim alleging infringement of its intellectual- or industrial property rights.

8.9 VERIDIS is not liable for damage that is a result of the fact that the results of the Works are not suitable for carrying out legal procedures or if an infringement of the rights of third parties occurs through the application of the results of the Works.

8.10 Claims from the Customer against VERIDIS, which arise from or are related in which form soever to the Contract or the (carrying out of) Works by VERIDIS, or by persons or third parties hired by VERIDIS for the carrying out of Works, will be entirely invalid if such claims have not been notified to VERIDIS explicitly and in writing within 3 (three) months of the date of the final invoice.

§ 9 – Early Termination.

If the Customer does not comply or does not comply in time or correctly with any or all critical obligations arising from the Contract, and also in case of (filing for) bankruptcy, insolvency, or termination of the company, or requests or the provision of a freeze on payments, VERIDIS has the right to early terminate or suspend the Contract in full or in part, by written notice to the Customer, without the need for a notice of default or mitigation and without the liability to pay damages, without prejudice to any other rights of VERIDIS. As soon as one of the above conditions applies, all claims that VERIDIS has on the Customer become payable on a mandate.

§ 10 – Confidentiality.

10.1 For the purpose of this Agreement, Confidential Information means any and all information, technical or commercial, disclosed from one Party to the other Party in connection with this Agreement, whether marked as “confidential” or not, including, but not limited to, data, drawings, inventions, films, documentation, know-how, software and designs, whether communicated in written, oral, graphic, physical or electronic form, whether provided orally, in writing or electronic, received or obtained by the Customer (either directly or indirectly) in connection with the performance of this Agreement from the Veridis, which is marked as "confidential," "proprietary," or similar, or that can reasonably be considered to be of a confidential or proprietary nature.

10.2 The obligations under this clause shall apply even after the termination of the contractual relationship.

10.3 Confidential Information shall not include information that:

(a) is publicly known or becomes publicly known in any other way than through a breach of this Agreement by the receiving Party;

(b) the receiving Party can show that it had in its lawful possession before it received it from the disclosing Party;

(c) is lawfully disclosed to the receiving Party by a third party without any restrictions of disclosure; or

(d) is required to be disclosed by mandatory applicable law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.4 The Customer may not:

(a) Use the Confidential Information for purposes other than in connection with the performance of the Services; and

(b) disclose the confidential information to any third parties.

10.5 If the VERIDIS, or its Affiliates, incur costs (including reasonable attorney's fees) and/or suffer damage as a result of a violation of the privacy and/or confidentiality obligations by the Customer, the Customer must fully compensate such costs and/or damages to Provider. For this Agreement, an Affiliate of a Party shall mean any one or more legal entities (i) owned or controlled by that Party, (ii) owning or controlling that Party, or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate of such Party only for as long as such ownership or control exists. For this definition a legal entity shall be deemed to own or to control another legal entity if more than 50% (fifty percent) of the voting stock of the latter legal entity, ordinarily entitled to vote in the meetings of shareholders of that entity, (or, if there is no such stock, more than 50% (fifty percent) of the ownership of or control in the latter legal entity) is held directly or indirectly by the owning or controlling legal entity.

§ 11 – Health and Safety.

11.1 If VERIDIS employees or third parties engaged by VERIDIS perform any portion of the Works at locations designated by the Customer, the Customer shall ensure that all applicable health and safety regulations governing such locations are communicated on time to the relevant VERIDIS employees or third parties. VERIDIS employees and third parties engaged by VERIDIS shall be required to adhere to these regulations at all times.

11.2 In case the health and safety regulations observed by VERIDIS exceed those enforced by the Customer, or if VERIDIS employees or third parties engaged by VERIDIS determine that additional safety measures are necessary, they shall be entitled to comply with the stricter VERIDIS regulations or any supplementary safety standards. If, in the judgment of VERIDIS employees or third parties, the Works cannot be executed safely, and the Customer fails or refuses to implement adequate safety measures, VERIDIS reserves the right to suspend or terminate the Contract, in whole or in part, without incurring any liability for damages to the Customer.

§ 12 – Force Majeure.

VERIDIS shall not be held liable for any permanent or temporary failure to perform its obligations under the Contract if such failure is caused by an event of force majeure. Force majeure shall include, but is not limited to, events such as war, civil unrest, sabotage, labor disputes, strikes, fire, earthquakes, floods, hurricanes, tsunamis, pandemics, epidemics, employee illness, delays or non-performance resulting from the failure of VERIDIS's subcontractors to timely fulfill their obligations, accidents, or compliance with governmental requests or orders.

If any of the aforementioned events prevents VERIDIS from fulfilling its obligations for a continuous period of at least three (3) months, the Customer shall have the right to terminate the Contract with immediate effect, without any entitlement to damages. Notwithstanding the foregoing, VERIDIS shall be entitled to payment for any Works completed prior to the occurrence of the force majeure event.

§ 13 – Data and Privacy.

The Parties shall at all times comply with their respective obligations under Dutch data protection laws, as well as any subsequent applicable data protection regulations at the national, European, or international level (collectively referred to as "**Privacy Laws**") that pertain to the performance of this Contract. Each Party shall: (i) implement appropriate security measures to safeguard the confidentiality of any personal data provided by the other Party; (ii) upon request, provide the other Party with information regarding the security measures employed to protect such data; and (iii) promptly notify the other Party of any breach of personal data following the timeframes and requirements outlined in the Privacy Laws.

§ 14 – Settlement.

VERIDIS has the right to settle all amounts payable to it by the Customer, including all Group Companies of the Customer, with the amounts payable to the Customer by VERIDIS.

§ 15 – Divisibility.

These General Conditions are considered inseparable, and if any provision hereof, for any kind of reason, is or becomes invalid or inapplicable, the residual requirements will remain in force. The Parties agree to attempt to substitute for any invalid or inapplicable provision a legal, valid, or applicable provision that achieves to the greatest extent possible the objectives of the illegal, invalid, or unenforceable provision.

§ 16 – Applicable Law / Competent Court.

16.1 These General Conditions and the Contract are governed solely by Dutch Law.

16.2 In case of any disagreements concerning the General Conditions or the Contract, the Parties shall endeavor to settle such disputes amicably. If the Parties are unable to, the Parties will refer any disputes concerning the Contract explicitly to the competent court in s-Hertogenbosch, without prejudice to the right to appeal the decision of this court.

Veridis Contract Testing Terms and Conditions 2025