

GENERAL TERMS AND CONDITIONS OF VACUMETAL

1. Definitions

In the present General Terms and Conditions, the following shall be understood to be:

1.1 **Agreement:** The agreement between Vacumetal and the Client, of which the present General Terms and Conditions form part.

1.2 **Client:** The other party of Vacumetal in the legal relationships as described in article 2 of the General Terms and Conditions.

1.3 **Goods:** The goods described in the order confirmation which Vacumetal subjects to a surface treatment.

1.4 **Vacumetal:** B.V. Vacumetal, having its registered office and its principal place of business in (4903 RD) Oosterhout, at the address Gouden Rijderstraat 7.

1.5 **General Terms and Conditions:** The present General Terms and Conditions.

2. Applicability

2.1 The General Terms and Conditions shall apply to and shall form part of: each and every offer made by Vacumetal, all the applications for an offer filed by the Client, all quotations submitted by Vacumetal, all agreements that are concluded between the Client and Vacumetal and the complementary orders and follow-up orders placed by the Client, all in whatever form and title.

2.2 Deviations from these General Terms and Conditions shall only be valid to the extent that they have explicitly been accepted by Vacumetal in writing.

2.3 The applicability of the general terms and conditions of the Client, is expressly rejected.

3. Offer and Conclusion of Agreement

3.1 Each and every offer made by Vacumetal shall be without prejudice and subject to contract. Forwarding offers and/or (other) documentation shall not oblige Vacumetal to accept an assignment and/or to enter into an Agreement. Vacumetal shall not be bound by the offer that forms part of the documentation.

3.2 An Agreement between Vacumetal and the Client shall only come into being when Vacumetal has explicitly accepted and confirmed an assignment in writing. Vacumetal

cannot be held to its offers and quotations if the Client can reasonably understand that the offer or quotation, or any part thereof, contains an obvious mistake or clerical error.

3.3 If the acceptance of the Client (whether or not on minor points) differs from the offer or quotation, Vacumetal shall not be bound by it. The Agreement shall then not be concluded in accordance with this deviating acceptance, unless Vacumetal has confirmed otherwise in writing.

3.4 Offers and quotations do not automatically apply to future agreements and/or assignments unless Vacumetal has confirmed otherwise in writing.

3.5 Oral arrangements and/or promises made by Vacumetal staff or sales representatives, agents, representatives or other intermediaries of Vacumetal, as well as complementary arrangements and/or modifications potentially made after conclusion of the agreement, shall only be binding on Vacumetal if they have been explicitly accepted by Vacumetal in writing.

3.6 If neither party has confirmed the agreement in writing and Vacumetal has started to execute the agreement with the consent of the Client, the Agreement shall be deemed to have been concluded.

3.7 If Vacumetal so requests, the Client shall be under obligation to furnish security for compliance with his obligations vis-à-vis Vacumetal.

3.8 Orders placed by the Client shall be deemed binding upon written confirmation by Vacumetal. Given that the goods and services supplied by Vacumetal involve custom manufacturing, a confirmed order may not be cancelled, modified, postponed or reduced without Vacumetal's prior written consent. Any cancellation, reduction, postponement or modification of a confirmed order shall only be permitted with Vacumetal's prior written consent and shall be subject to the articles 3.9 through 3.12.

3.9 If the Client cancels an order, the following cancellation fees shall apply:

a) cancellation between ten and seven weeks prior to the scheduled delivery date: the Client shall owe 75% of the total order value;

b) cancellation less than six (6) weeks prior to the scheduled delivery date: the Client shall owe 100% of the total order value.

c) cancellation more than ten (10) weeks prior to the scheduled delivery: Vacumetal shall be entitled to recover all costs and commitments incurred in connection with the order, including but not limited to costs referred to in Article 3.12.

3.10 The Client may request to postpone a confirmed order once, provided that such request is submitted in writing no later than six (6) weeks prior to the original delivery or collection date. Any postponement shall not exceed six (6) weeks, unless Vacumetal agrees otherwise in writing.

Where the postponement exceeds six (6) weeks, Vacumetal shall be entitled to charge a postponement fee equal to twenty-five percent (25%) of the total order value, without prejudice to its right to recover additional costs and damages pursuant to Article 3.12.

The revised delivery or collection date shall be determined and confirmed by Vacumetal in writing. While Vacumetal will make reasonable efforts to accommodate the Client's requested postponement period, the final delivery or collection date shall be subject to Vacumetal's production planning, workload, capacity availability and operational requirements and may therefore exceed the requested postponement period.

If a postponed order is subsequently cancelled, modified, reduced or further postponed, Articles 3.8, 3.9 and 3.12 shall apply in full.

3.11 Any cancellation, modification, reduction or postponement must be made in writing and shall only be valid upon Vacumetal's written confirmation.

3.12 Without prejudice to the foregoing, in the event of cancellation, modification, postponement or reduction of a confirmed order, Vacumetal shall be entitled to charge the Client for any costs and damages incurred by Vacumetal, such as, but not limited to, preparation costs, procurement commitments, reserved production capacity and costs relating to customer-specific materials, tools, molds, coatings, components and other product-specific provisions. In addition, storage costs, transportation costs, material costs and personnel costs, shall be borne by the Client to the extent that such costs are not already included in the agreed order value.

4. Prices

4.1 Unless explicitly stated otherwise in writing, the prices referred to by Vacumetal shall be exclusive of value added tax (VAT) and exclusive of other taxes or government levies applicable to the Agreement.

4.2 Vacumetal shall be authorized to increase the price agreed upon with the Client at all times if said increase is the consequence of statutory provisions and/or arrangements or if said increase is the consequence of cost-increasing circumstances for which Vacumetal is not to be blamed. In such case, said price increase shall be binding on the Client.

4.3 Vacumetal reserves the right to unilaterally index the prices and fees it charges, including the fixed fees and/or hourly rates charged by Vacumetal, on an annual basis following the conclusion of the Agreement.

4.4 The costs and prices charged to the Client by Vacumetal pursuant to altered and/or complementary activities, shall be binding on the Client.

4.5 The Client shall never be authorized to deduct any amount from the amount the Client owes Vacumetal, or to set off any amount or to suspend his obligations to pay.

4.6 Unless otherwise agreed upon in writing, the Client shall be under the obligation to pay the price agreed upon to Vacumetal in full within thirty days from the date of invoice.

5. Execution of Agreement

5.1 Unless otherwise agreed upon in writing, Vacumetal shall use test methods QAC-MC-828x and QAC-MC-856D/A. Vacumetal shall send specifications of said test methods to the Client upon latter's first request to that effect. If parties have agreed in writing that Vacumetal will use another test, additional costs shall be for Client's account.

5.2 Prior to the moment Vacumetal starts carrying out its activities, the Client shall have to supply a sufficient quantity of goods to Vacumetal on which Vacumetal shall perform test methods QAC-MC-828x and QAC-MC-856D/A, or another test agreed upon in writing. Based on the result of the tests performed by Vacumetal, Vacumetal shall determine how the activities shall be carried out.

5.3 The delivery dates stated by Vacumetal shall be indicative and shall therefore not be in terms to be observed.

5.4 The delivery shall only take effect when the Agreement has been concluded, when Vacumetal has received all the required data and goods from the Client, when the necessary formalities have been performed and when the (payment in advance) of the price agreed upon potentially owed by the Client, has been received.

5.5 Vacumetal shall be authorized to call in the services of third parties for the execution of the Agreement it has concluded with the Client. Vacumetal shall not be liable for shortcomings on the part of said third parties or for damage caused by said third parties. If said third parties wish to limit their liability to the execution of an assignment, Vacumetal shall be entitled to accept such limitation on behalf of itself and on behalf of its Client.

5.6 The Client shall return the goods in the same packaging as which they were received. If in opinion of Vacumetal, the original packaging is not fit for re-use, to repackaging them at its own costs.

5.7 Deliveries shall be made at the expense and risk of Client.

5.8 If the Client refuses to accept delivery, Vacumetal shall store the goods elsewhere at risk and expense of the Client. In such a case, the Client shall be held to pay damages amounting to the full price agreed upon, increased by non-planned storage and transport costs.

5.9 If the Agreement is executed in phases, Vacumetal may suspend the execution of the parts belonging to the next phase until the Client has approved the results of the preceding phase in writing.

5.10 Vacumetal shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of science known at that time. The performance of the Agreement is at all times in the nature of an obligation to perform to the best of one's ability (no obligation to achieve a result).

5.11 The Client undertakes to provide Vacumetal in good time all data which Vacumetal indicates are necessary or which the Client should reasonably understand are necessary for the execution of the Agreement. If the data necessary for the execution of the Agreement is not provided to Vacumetal in time, Vacumetal is entitled to suspend the execution of the Agreement and/or to charge the extra costs arising from the delay to the Client according to the then usual rates. The execution period shall not commence until after the Client has made the data available to Vacumetal. Vacumetal is not liable for damages, of whatever nature, as a result of Vacumetal having relied on incorrect and/or incomplete data provided by the Client.

5.12 If during the performance of the Agreement it appears that for a proper performance thereof it is necessary to modify or supplement it, the parties will proceed to modify the Agreement in a timely manner and in mutual consultation. If the nature, scope or content of the Agreement is changed, whether or not at the request or indication of the Client, of the competent authorities, etc., and the Agreement is thereby changed in qualitative and/or quantitative terms, this may have consequences for what was originally agreed. As a result, the amount originally agreed upon may also be increased or decreased. To the extent possible, Vacumetal will provide a quote in advance. An amendment to the Agreement may also change the originally specified term of performance. The Client accepts the possibility of amending the Agreement, including the change in price and term of execution.

5.13 Without being in default, Vacumetal may refuse a request to amend the Agreement if this could have qualitative and/or quantitative consequences, for example for the work to be performed in that context.

6. Force Majeure

6.1 If execution of the Agreement is hindered or seriously impeded by circumstances constituting force majeure, Vacumetal shall have the right to adjust the activities to the circumstances that have arisen, to suspend the execution of the Agreement for the time said circumstances continue exist, or to terminate the Agreement. All the costs incurred by Vacumetal up to that moment shall be fully and immediately due and payable.

6.2 In addition to what is understood to be force majeure under the law and case law, force majeure shall include all external causes, foreseen or not, that are beyond Vacumetal's control but which make it impossible for Vacumetal to comply with its obligations vis-à-vis the client. In the present General Terms and Conditions, force majeure shall in any case

include: war, the threat of war, riots, war risk, strikes, fire, water damage, forces of nature, floods and other adverse weather conditions, problems hindering traffic, illness of staff, plant occupations, interruptions of operations, power cuts, malfunctions of a (telecommunication) network or link, force majeure on the part of suppliers or other third parties whose services have been called in, non-delivery or overdue delivery by suppliers or other third parties whose services have been called, or withdrawal or delay of permits required from governmental authorities.

6.3 Vacumetal can also successfully invoke force majeure if the circumstance that hinders execution of the Agreement takes effect Vacumetal should have complied with its obligation.

6.4 The Client can never derive any rights to damages from the dissolution modification and/or suspension of the (execution of) the Agreement as a result of force majeure.

6.5 Dissolution, modification and/or suspension of the (execution of) the Agreement as a result of force majeure, shall not relieve the Client of his obligation to pay all and everything that has been delivered and/or executed up to the moment the force majeure situation came into being.

7. Default on the Part of the Client, Suspension and Dissolution

7.1 In the event the Client fails to comply with his obligations to pay or complies with them too late, or if the Client fails to comply with any or any other of its obligations by virtue of the Agreement with Vacumetal, or fails to comply with it in due time or to comply with it properly, in the event the Client has been declared bankrupt, the Client has been granted suspension of payments, the Client has been placed under guardianship, in cases other than those referred to hereinbefore in which the Client can no longer freely dispose of his assets and in the event security furnished by the Client for compliance with his obligations proves to be insufficient, the claims of Vacumetal shall be fully and immediately due and payable and the Client shall be in default by operation of law. In that case, Vacumetal shall be authorized to wholly or partially dissolve the Agreement and/or suspend its obligations, all this at the discretion of Vacumetal.

7.2 Over the period of time the Client defaults on his obligation to pay, he shall owe Vacumetal interest on the amount owed, equaling the statutory commercial interest by virtue of article 6:119a of the "Burgerlijk Wetboek" (The Netherlands Civil Code), increased by 2%, on an annual basis.

7.3 When the Client is in default, Vacumetal shall be authorized to proceed with the collection of the amount it is owed, without need for any further notice of default. All corresponding costs, including both extrajudicial and judicial costs, shall be for the account of the Client. The extrajudicial collection costs shall at least amount to 15% of the amount owed by the other party – including the interest owed – with a minimum of €1,500.00.

7.4 Any payment made by the Client shall in the first instance be deducted from all the costs and interest owed and shall subsequently always be deducted from the longest outstanding due and payable claims.

7.5 Vacumetal is entitled to amend, terminate (in part) and/or cancel the Agreement if circumstances arise which are of such a nature that performance of the Agreement is impossible or if other circumstances arise as a result of which Vacumetal cannot reasonably be expected to maintain the Agreement unamended. In such event, Vacumetal shall in no way be obliged to compensate the loss suffered and/or costs incurred by the Client as a result.

7.6 If the Agreement is dissolved, the claims Vacumetal has on the Client, shall be immediately due and payable. If Vacumetal suspends compliance with its obligations, Vacumetal shall retain its claims pursuant to the law and this Agreement.

7.7 If Vacumetal proceeds to dissolve or suspend the Agreement on the grounds as set out in the present article, it shall in no way be held liable or be liable by that virtue to and for compensating the damage and costs, whereas the Client shall indeed be held to compensate damage and costs and/or pay damages and shall be liable for it.

8. Complaints

8.1 Immediately upon delivery of the goods and/or the performed services, the Client shall inspect whether the delivered goods and/or performed services meet the requirements of this Agreement. If any (visible) deficiencies are noticed, the Client must notify Vacumetal thereof without delay in writing. If no written complaint is received by Vacumetal within seven (7) days after the goods are delivered and/or the services had been performed by Vacumetal, the goods and/or services shall be deemed to have been accepted without reservation.

8.2 Defects that existed at the time of delivery, but where not visible upon delivery and could not have been discovered by the Client after regular inspection, must be reported to Vacumetal in writing, no later than within fourteen (14) days after delivery of the goods and/or performance of the services.

8.3 In order to invoke the rights arising from article 8.5 the Client must:

- have submitted the complaints in accordance with the conditions set out in articles 8.1 and 8.2
- prove that the deficiencies are attributable to Vacumetal, either due to a faulty execution of the Agreement, or that they are the direct consequence of an imputable failure on the part of Vacumetal;

-prove that the goods delivered and/or the performed services by Vacumetal do not meet the requirements of the test methods QAC-MC-828x and QAC-MC-856D/A, or any other test agreed upon in writing;

-prove that the deficiencies manifest themselves in normal circumstances and in conditions of normal use of the delivered goods;

-prove that the goods delivered by Vacumetal have not (further) been processed, treated or otherwise worked on by the Client and/or a third party after their delivery by Vacumetal;

- allow Vacumetal to conduct a full and independent inspection of the entire batch concerned, either by returning the full batch to Vacumetal or by allowing Vacumetal to inspect the batch on-site;

- store the goods under normal and appropriate conditions, including room temperature and sheltered from environmental extremes such as direct sunlight, outdoor exposure, heat, or high humidity.

8.4 Any unilateral action – such as sorting, selection or reworking of the goods – by the Client or third parties, without prior written approval from Vacumetal or before Vacumetal has had the opportunity to examine the entire batch, shall invalidate the complaint. In that case Vacumetal shall not be responsible for any costs incurred, and such costs cannot be charged to Vacumetal under any circumstances.

8.5 If the complaint is deemed to be well-founded in the opinion of Vacumetal, Vacumetal shall be at liberty, at its sole discretion, to either reperform the services as agreed or to repair the defects for no consideration.

8.6 If the costs for repair are, in the opinion of Vacumetal, not in reasonable proportion to the interest the Client has in this respect, the Client shall – if and insofar the liability of Vacumetal has been established – only be entitled to compensation. This compensation shall not exceed the amount that Vacumetal would have incurred if it had performed the repair under Article 8.5. The Client shall have no further right to performance or repair in such case, in accordance with article 9.

8.7 Goods returned for inspection or repair shall be at the Client's risk and expense.

8.8 If the complaint is found to be unfounded, all costs incurred by Vacumetal, including investigation and transport costs, shall be borne by the Client.

9. Limitation of Liability

9.1 The liability of Vacumetal as referred to in article 8.5, as well as any other liability resulting from other facts or circumstances or otherwise, shall never exceed and shall at all times be limited to what is set out in the present article 9.

9.2 Vacumetal may only be held liable for the direct damage that can be attributed to Vacumetal. Direct damage shall be understood to be exclusively:

- a. reasonable costs to establish the cause and the scope of the damage, to the extent the establishment relates to damage in the sense of the present General Terms and Conditions;
- b. reasonable costs that are necessary to have the faulty performance by Vacumetal meet the requirements of the Agreement;
- c. reasonable costs incurred to prevent or limit damage, to the extent the Client demonstrates that said costs have led to the limitation of the direct damage as referred to in the present General Terms and Conditions.

9.3 Vacumetal shall never be liable for any damage other than the direct damage referred to hereinbefore, such as indirect damage, including consequential damages, loss of profits, savings missed out on, and damage due to stagnation.

9.4 If the execution of an Agreement by Vacumetal, including an omission, leads to liability, said liability shall at all times be limited to the amount invoiced by Vacumetal under the Agreement concerned, with a maximum of €100,000.00.

9.5 Having due regard to stipulations set out elsewhere in the present article, Vacumetal shall never be liable for damage caused by injudicious use of delivered goods or use thereof for any purpose other than one they are suited for according to objective standards, or for damage that has arisen after the Client and/or a third party has (further) processed, treated or otherwise worked on the goods after Vacumetal has delivered them. Vacumetal shall equally not be liable for damages if:

- the goods the Client has supplied to Vacumetal to carry out activities, deviate from goods the Client previously provided Vacumetal with to perform the test methods QAC-MC-828x and QAC-MC-856D/A, or another test agreed upon in writing;
- the activities carried out and/or goods delivered by Vacumetal meet the requirements of the test methods QAC-MC-828x and QAC-MC-856D/A, or those of another test agreed upon in writing;
- it is plausible, considering the circumstances of the case, that the defect that caused the damage did not exist at the moment it was delivered by Vacumetal;
- the defect that caused the damage, is a consequence of the fact that the activities carried out and/or goods delivered by Vacumetal, corresponds with imperative government instructions;
- it was impossible to detect the defect that caused the damage on the basis of the state of scientific and technical knowledge that was available at the time of delivery by Vacumetal;

- the damage that has arisen is to be attributed to goods, instructions, information and indications given to Vacumetal by or on behalf of the Client.

9.6 The Client shall fully indemnify Vacumetal against all claims lodged by third parties to compensate damage or that otherwise relate to the activities carried out and/or the goods delivered by Vacumetal.

9.7 If the Client has insured any risk in connection with the Agreement, he shall be held to indemnify Vacumetal against the damage sustained and to be sustained by Vacumetal as a result of the fact that said risk has materialized.

9.8 All and every liability of Vacumetal shall lapse after a period of six months from the moment of delivery by Vacumetal. The Client's legal claims to damages, compliance, repair or otherwise on Vacumetal shall lapse after a period of time of six months after the Client has held Vacumetal liable in writing.

10 Business Ethics and Code of Conduct

10.1 Vacumetal is committed to conducting business in accordance with the highest standards of integrity, ethics, and social responsibility. These principles are reflected in our Code of Conduct, which applies to all business relationships, including customers, suppliers, service providers, contractors, and other commercial partners. By engaging in business with Vacumetal, each business partner and/or Client confirms that it will support and adhere to principles consistent with our Code of Conduct, including compliance with applicable laws, respect for human rights, fair labour practices, environmental responsibility, anti-bribery and anti-corruption, and ethical business conduct. Vacumetal reserves the right to request reasonable evidence of compliance where appropriate and to review our business relationship in the event of material non-compliance.

The Code of Conduct, as amended from time to time, is available on Vacumetal's website at <https://vacumetal.com/pcd-paris-2024/> and shall be deemed incorporated by reference into these Terms and Conditions.

11 Other Stipulations

11.1 Should any stipulation in the present General Terms and Conditions prove to be null and void or subject to annulment, this shall not result in the fact that another stipulation in the present General Terms and Conditions shall be (partially) null and void or subject to annulment. If any stipulation in the present General Terms and Conditions should prove to be null and void or subject to annulment, it shall be replaced with a valid stipulation that is most in line with the tenor of the stipulation that is null and void or subject to annulment.

11.2 If a situation arises between the Parties which is not regulated in these General Terms and Conditions, then such situation should be assessed 'in the spirit' of these General Terms and Conditions.

11.3 If Vacumetal does not always require strict compliance with these General Terms and Conditions, this does not mean that the provisions thereof do not apply or that Vacumetal would to any extent lose the right to require strict compliance with the provisions of these General Terms and Conditions in other cases.

11.4 Dutch law exclusively shall apply to each and every legal relationship between Vacumetal and the Client to which these present General Terms and Conditions relate, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

11.5 All disputes between Vacumetal and the Client shall be exclusively submitted to the Court Zeeland-West-Brabant, location Breda.

11.6 The Dutch text of these present General Terms and Conditions shall prevail over any translation thereof.

August 2026