

General terms and conditions for the manufacture and delivery of Goudsmit Magnetics metal products as of 1-1- 2021

General terms and conditions for legal entities within the group of Goudsmit Magnetics Groep B.V., filed with the court registry of the East Brabant District Court, in 's-Hertogenbosch on [**].

Section 1: Applicability

- 1.1. These terms and conditions are applicable to all offers made by a legal entity within the group of Goudsmit Magnetics Groep B.V., to all agreements that it enters into and to all agreements that stem from such, insofar as the legal entity concerned is a supplier or contractor.
- 1.2. The legal entity that uses these terms and conditions is referred to as Goudsmit. The other party is referred to as the Customer.
- 1.3. In the event the content of the agreement entered into between Goudsmit and the Customer conflicts with these terms and conditions, the provisions in the agreement will prevail.

Section 2: Offers

- 2.1. All offers are non-binding. Goudsmit is entitled to withdraw its offer up to two working days after it has received the acceptance.
- 2.2. If the Customer provides Goudsmit with information, Goudsmit can assume that this information is accurate and complete, and it will base its offer on this information.
- 2.3. The prices stated in the offer are expressed in euros, excluding VAT and other government levies or taxes. The prices also exclude travel, accommodation, packaging, storage and transport costs, as well as costs for loading, unloading and cooperating with customs formalities, unless such costs are stated explicitly in the offer.

Section 3: Confidentiality

- 3.1. All information provided to the Customer by or on behalf of Goudsmit (such as offers, designs, images, drawings and know-how) of any nature and in whatever form, is confidential and will not be used by the Customer for any purpose other than the execution of the agreement.
- 3.2. The information stated in Article 1 of this Section will not be disclosed or replicated by the Customer.
- 3.3. If the Customer violates one of the obligations stated in Article 1 and 2 of this Section, it will owe a penalty immediately due and payable of € 25,000 per violation. This penalty can be claimed in addition to compensatory damages based on the law.
- 3.4. Upon first request, the Customer must return or destroy the information stated in Article 1 of this Section, within a period specified by Goudsmit, set at Goudsmit's discretion. In the event that this provision is violated, the Customer owes Goudsmit a penalty immediately due and payable of € 1,000 per day. This penalty can be claimed in addition to compensatory damages based on the law.

Section 4: Recommendations and information provided

- 4.1. The Customer cannot derive any rights from Goudsmit recommendations and information that do not directly relate to the order.
- 4.2. If the Customer provides information to Goudsmit, then Goudsmit can assume its accuracy and completeness when executing the agreement.
- 4.3. The Customer indemnifies Goudsmit against any third party claims regarding the use of recommendations, drawings, calculations, designs, materials, samples, models and the like by

or on behalf of the Customer. The Customer will compensate all damages suffered by Goudsmit, including the full costs incurred for the defence against these claims.

Section 5: Delivery time

- 5.1. A specified delivery time is indicative.
- 5.2. The delivery time only takes effect when agreement has been reached on all commercial and technical details, all information, including final and approved drawings and the like, has been received by Goudsmit, the agreed upon (instalment) payment has been received and the other terms and conditions for the execution of the order have been satisfied.
- 5.3. In the event of:
 - a) circumstances other than those known to Goudsmit at the time it indicated the delivery time, the delivery time will be extended by the time that Goudsmit, considering its schedule, requires in order to execute the agreement under these circumstances;
 - b) additional work, the delivery time will be extended by the time that Goudsmit, considering its schedule, requires in order to deliver (or have delivered) the materials and parts for this purpose and to perform the additional work;
 - c) suspension of obligations by Goudsmit, the delivery time will be extended by the time that it requires, considering its schedule, in order to execute the agreement after the reason for the suspension has expired.
- 5.4. Subject to proof to the contrary from the Customer, the duration of the extension of the delivery time is deemed to be necessary and to be the result of a situation as specified previously in Article 3 under a through c.
- 5.5. The Customer is obligated to pay all costs incurred by Goudsmit or damages that Goudsmit suffers as a result of a delay in the delivery time, as stated in Article 3 of this Section.
- 5.6. In any event, exceeding the delivery time does not entitle the Customer to compensatory damages or dissolution. The Customer indemnifies Goudsmit against any claims by third parties as a result of exceeding the delivery time.

Section 6: Moulds, models, model plates, tools, etc.

- 6.1. If Goudsmit manufactures moulds, model plates, tools and the like for the execution of the agreement, these are, will be and remain the property of Goudsmit, even when the Customer has paid for them entirely or partially. Goudsmit will retain these tools for a maximum period of one year after the last order, at the risk and expense of the Customer.
- 6.2. Goudsmit will retain moulds, models, model plates, tools and the like that the Customer provided to Goudsmit for a maximum period of one year after the last order, at the risk and expense of the Customer. If, after the expiration of the period specified previously, the Customer has not requested the return of its items and also has not retrieved these items within one month of receiving a written request from Goudsmit, then the aforementioned goods are at Goudsmit's disposal.
- 6.3. The costs of altering, redoing and/or repairing, after wear and tear, of moulds, models, model plates, tools and the like manufactured for the order, are borne by the Customer.

Section 7: Quantities

Differences of plus or minus 10% of the agreed upon number of items are permitted. This provision, however, is only applicable in those cases where items are not delivered per piece, but on the basis of a different unit, such as, for example, weight. The Customer is obligated to purchase and to pay for (pro rata) the quantities delivered within the margins stated in the first sentence.

Section 8: Delivery and transfer of risk

- 8.1. Delivery occurs at the time that Goudsmit makes the item available to the Customer at its place of business and has informed the Customer that the item is available to the Customer. As of that moment, the Customer bears the risk for the item in terms of storage, loading, transport and unloading.
- 8.2. The Customer and Goudsmit can agree that Goudsmit provides the transport. In that case, the risk of, among other things, storage, loading, transport and unloading is also borne by the Customer. The Customer can insure itself against these risks.
- 8.3. If there is a trade-in and the Customer retains the item to be exchanged in anticipation of delivery of the new item, the Customer continues to bear the risk for the item to be exchanged until the time that the Customer provides the item to Goudsmit. If the Customer cannot deliver the item to be exchanged in the condition in which it was on the date the agreement was concluded, then Goudsmit can dissolve the agreement.

Section 9: Price change

Goudsmit can pass on to the Customer an increase in cost determining factors that occurred after the date on which the agreement was concluded. The Customer is obligated to pay the price increase upon Goudsmit's first request.

Section 10: Force Majeure

- 10.1. A failure to fulfil its obligations cannot be attributed to Goudsmit if this failure is the result of force majeure.
- 10.2. Force majeure includes, among other things, the circumstance that third parties hired by Goudsmit, such as (secondary) suppliers, subcontractors and transporters, or other parties on which Goudsmit depends, fail to satisfy their obligations (in a timely manner), weather conditions, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, road blocks, strikes or work interruptions and import or trade restrictions.
- 10.3. Goudsmit is entitled to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations towards the Customer due to force majeure. Upon the cessation of the force majeure event, Goudsmit will fulfil its obligations as soon as its scheduling permits.
- 10.4. In the event of force majeure and fulfilment of its obligations is or becomes permanently impossible, or the temporary force majeure has lasted more than six months, Goudsmit is authorised to immediately dissolve the agreement entirely or partially. In such cases, the Customer is authorised to immediately dissolve the agreement, but only for that part of the obligations that Goudsmit has not yet fulfilled.
- 10.5. The parties are not entitled to compensatory damages suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this Section.

Section 11: Additional work

- 11.1. In all cases, changes in the work result in additional work when:
 1. there is a change in the design, the specifications or the estimate;
 2. the information provided by customer does not correspond to reality.
- 11.2. The cost of additional work is calculated on the basis of the factors that determine price applicable at the time the additional work is performed. The Customer is obligated to pay the price of the additional work upon Goudsmit's first request.

Section 12: Liability

- 12.1. In the event of an attributable failure, Goudsmit is still obligated to fulfil its contractual obligations, with due observance of Section 13.
- 12.2. Goudsmit's obligation to provide compensatory damages on whatever basis is limited to damages for which Goudsmit is insured under insurance taken out by or on behalf of Goudsmit. The extent of this obligation, however, is never greater than the amount that will be paid out under this insurance for the relevant case.
- 12.3. If, for whatever reason, Goudsmit cannot invoke Article 2 of this Section, the obligation to provide compensatory damages is limited to a maximum of 15% of the total agreed price (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the total agreed price of that part or partial delivery. For continuing performance agreements, the obligation to provide compensatory damages is limited to a maximum of 15% (excluding VAT) of the total agreed price over the twelve months preceding the event that caused the damages.
- 12.4. Not eligible for compensation:
 1. consequential damage. Consequential damage includes, among other things, damages arising from lost productivity, production loss, lost profits, penalties, transport costs and travel and accommodation costs;
 2. damage to property in the care, custody or control of, but not owned by the insured. This type of damage includes, among other things, damage inflicted on items that are worked on by or during the execution of the work or on items that are located in the vicinity of the location where the work is performed;
 3. damage caused with intent or due to the deliberate recklessness of Goudsmit assistants or non-management subordinates.The Customer can, if possible, insure itself against such damages.
- 12.5. Goudsmit is not obligated to compensate for damage to material, as a result of improper processing, supplied by or on behalf of the Customer.
- 12.6. The Customer indemnifies Goudsmit against all third party claims due to product liability as a result of a defect in a product that was delivered by the Customer to a third party and of which the products or materials delivered by Goudsmit are a part. The Customer is obligated to compensate all damages suffered by Goudsmit in this regard, including the (full) costs of defence.

Section 13: Warranty and other claims

- 13.1. Unless agreed upon otherwise in writing, Goudsmit guarantees the quality of the delivered item for a period of twelve months after delivery, as detailed in the following articles.
- 13.2. If the parties have agreed upon different warranty terms and conditions, the provisions in this Section still fully apply, unless they conflict with the different warranty terms and conditions.
- 13.3. If it appears that the delivery was not adequate, Goudsmit will decide within a reasonable time frame whether it will repair or replace the delivered item or credit the Customer for a proportional part of the agreed price. If Goudsmit decides to repair or replace, it will specify the manner and time of execution. If the agreement (also) consisted of processing materials supplied by the Customer, then the Customer must supply new materials at its own expense and risk.
- 13.4. The Customer must send to Goudsmit those parts or materials that will be repaired or replaced by Goudsmit.
- 13.5. The following are borne by the Customer:
 1. all transport or shipping costs;
 2. costs for disassembly and assembly;
 3. travel and accommodation expenses and travel hours.

- 13.6. In all cases, the Customer must give Goudsmit the opportunity to repair any defect or to perform the processing once again.
- 13.7. Goudsmit is only obligated to honour the warranty when the Customer has fulfilled all of its obligations.
- 13.8 a. No warranty is provided for the following:
1. wear and tear on parts (replaceable parts that are subject to wear and tear through normal use);
 2. all defects due to:
 - improper use, negligence, use outside of the approved specification limits and damage due to external impacts;
 - failure to follow the instructions, cleaning and operation;
 - changes and adjustments made without explicit written confirmation from Goudsmit that these do not affect the warranty terms and conditions. For all other cases, the warranty expires.
 3. any consequential damage as a result of a defect in the equipment supplied by Goudsmit.
- b. No warranty is provided for:
- delivered items that were not new at the time of delivery;
 - parts for which a factory warranty was granted.
- 13.9. The provisions in Articles 3 through 8 of this Section are applicable mutatis mutandis to any customer claims based on a breach of contract, non-conformity or any other basis whatsoever.

Section 14: Duty to report non-conformity

- 14.1. The Customer can no longer invoke a defect in the performance if the Customer has not submitted a written complaint about this to Goudsmit within fourteen days after the discovery of the defect or the Customer should have reasonably become aware of it.
- 14.2. The Customer must submit complaints about the invoice in writing to Goudsmit within the payment term, under penalty of forfeiture of all rights. If the payment term is longer than thirty days, the Customer must have complained in writing no later than within thirty days after the invoice date.

Section 15: Items not taken over

- 15.1. Immediately after the end of the delivery period, and at the agreed location, the Customer is obligated to take over the item or items that is or are the subject of the agreement.
- 15.2. The Customer must cooperate fully, at no charge, to enable Goudsmit to deliver.
- 15.3. Items that are not or not immediately taken over will be stored at the Customer's expense and risk. The costs of any temporary storage are borne by the Customer. In the event that items become damaged or destroyed in the period after they could have been taken over, the costs of repair or costs related to the loss are borne by the Customer.
- 15.4. In the event of a violation of the provisions in Article 1 or 2 of this Section, the Customer owes Goudsmit a penalty of € 250 per day, with a maximum of € 25,000, for each violation Goudsmit has provided notification of default. This penalty can be claimed in addition to compensatory damages based on the law.

Section 16: Payment

- 16.1. Payment occurs at the place of business of Goudsmit or into an account designated by Goudsmit.
- 16.2. Unless agreed upon otherwise, payment occurs within 30 days after the invoice date.
- 16.3. If the Customer fails to fulfil its payment obligation, the Customer is obligated to fulfil a request from Goudsmit for payment in kind, instead of paying the agreed amount.

- 16.4. The Customer's right to offset its claims on Goudsmit or to suspend the fulfilment of its obligations is excluded, unless bankruptcy, a moratorium of payments, or the legal debt restructuring regulation applies to Goudsmit.
- 16.5. Regardless of whether Goudsmit has fully executed the agreed performance, everything that the Customer owes to Goudsmit based on the agreement is or will be immediately due and payable when:
1. a payment term has been exceeded;
 2. the Customer has filed for bankruptcy or a moratorium of payments;
 3. the Customer's goods or claims are seized;
 4. the Customer (company) is dissolved or liquidated;
 5. the Customer (natural person) requests to apply legal debt restructuring, is placed under administration or is deceased.
- 16.6. In the event of a delay in the payment of a sum of money, the Customer owes interest to Goudsmit on this sum, starting on the day following the day agreed as the deadline for payment up to and including the day on which the Customer has paid the sum. If the parties have not agreed upon a deadline for payment, the interest is due starting 30 days after it is due and payable. The interest rate is 12% per year, but is equal to the statutory interest rate if that is higher. When calculating the interest, part of a month is considered a full month. For each full year, the amount over which the interest is calculated is increased by the interest owed over that year.
- 16.7. Goudsmit is authorised to offset its debts to the Customer with claims on the Customer from companies affiliated with Goudsmit. Goudsmit is also authorised to offset its claims on the Customer with debts that companies affiliated with Goudsmit have to the Customer. Goudsmit is also authorised to offset its debts to the Customer with claims on companies affiliated with the Customer. An affiliated company is defined as: all enterprises that belong to the same group, in the sense of Article 2:24b Dutch Civil Code, and a participation, in the sense of Article 2:24c Dutch Civil Code.
- 16.8. If payment has not occurred in a timely manner, the Customer owes Goudsmit all extrajudicial costs, with a minimum of € 75.
These costs are calculated on the basis of the following table (principal sum including interest): 15% over the first € 3,000;
10% over the excess up to € 6,000;
8% over the excess up to € 15,000;
5% over the excess up to € 60,000;
3% over the excess above € 60,000.
The extrajudicial costs actually incurred are due when these costs are higher than the result from the above calculation.
- 16.9. When Goudsmit is completely or for the most part successful in legal proceedings, all the costs that it incurred in connection with the proceedings will be borne by the Customer.

Section 17: Collateral

- 17.1. Regardless of the agreed payment terms and conditions, the Customer is obligated, upon Goudsmit's first request, to provide sufficient collateral for payment. If the Customer does not fulfil this requirement within the stated time frame, the Customer is immediately in default. In this case, Goudsmit is entitled to dissolve the agreement and recover damages from the Customer.
- 17.2. Goudsmit remains owner of the delivered items for as long as the Customer:
- a. has not fulfilled its obligations under any agreement with Goudsmit;
 - b. has failed to satisfy claims stemming from the non-fulfilment of the aforementioned agreements, such as damages, penalties, interest and costs.

- 17.3. For as long as a retention of title applies to the delivered item, the Customer may not encumber or dispose of the item outside of its normal business operations. This clause has a property law effect.
- 17.4. After Goudsmit has invoked its retention of title, it can retrieve the delivered items. The Customer will grant full cooperation for this purpose.
- 17.5. If the Customer, after the items have been delivered to it by Goudsmit in accordance with the agreement, has fulfilled its obligations, the retention of title is resurrected with regards to these items if the Customer does not fulfil its obligations under a later agreement.
- 17.6. Goudsmit has a right of lien and a right of retention on all items that it has or will receive from the Customer for whatever reason and for all claims that it has or should receive on the Customer.

Section 18: Intellectual property rights

- 18.1. Goudsmit is regarded as the respective producer, designer or inventor of the work, models or inventions created within the context of the agreement. Goudsmit therefore has the exclusive right to apply for a patent, brand or model.
- 18.2. Goudsmit does not transfer any intellectual property rights to the Customer in the execution of the agreement.
- 18.3. If the performance to be delivered by Goudsmit (also) consists of the delivery of computer software, the source code will not be transferred to the Customer. The Customer, exclusively for the purpose of the normal use and proper operation of the item, receives a non-exclusive, worldwide and perpetual user licence for the computer software. The Customer is not permitted to transfer the licence or to issue a sub-licence. In the event of the sale of the item by the Customer to a third party, the licence will transfer legally to the acquirer of the item.
- 18.4. Goudsmit is not liable for damages suffered by the Customer as a result of a violation of third party intellectual property rights. The Customer indemnifies Goudsmit against any third party claims regarding a violation of intellectual property rights.

Section 19: Transfer of rights or obligations

The Customer cannot transfer or pledge rights or obligations under any Section of these general terms and conditions or the underlying agreement(s) without the prior written consent of Goudsmit. This clause has a property law effect.

Section 20: Cancellation or annulment of the agreement

- 20.1. The Customer is not authorised to cancel or annul the agreement without the consent of Goudsmit. Subject to the consent of Goudsmit, the Customer owes Goudsmit compensation immediately due and payable, the amount of which is equivalent to the agreed price minus the savings that are generated for Goudsmit due to the termination. The compensation amounts to at least 20% of the agreed price.
- 20.2. Where the price depends on the actual costs to be incurred by Goudsmit (cost-plus basis), the compensation as specified in Article 1 of this Section is estimated as the sum of the costs, labour hours and profit that Goudsmit would have expected to make for and from the execution of the agreement.

Section 21: Applicable law and competent court

- 21.1. Dutch law is applicable.
- 21.2. The Vienna Convention (Contracts for the International Sale of Goods (CISG)) does not apply, nor do any other international regulations from which exclusion is permitted.
- 21.3. The court in 's-Hertogenbosch is authorised in the event of disputes. Goudsmit may deviate from this rule of jurisdiction and apply the legal rules of jurisdiction.

Section 22: Translations

- 22.1. These general terms and conditions were originally formulated in the Dutch language.
- 22.2. Translations of these general terms and conditions have been created in English, French and German. Translations into other languages are also possible; they are not excluded.
- 22.3. In the event that there are one or more discrepancies between the original Dutch text or a translation, the Dutch text prevails regardless of whether the discrepancy is the cause of an incorrect or incomplete translation.
- 22.4. Goudsmit does not accept any liability for damages arising as a result of a discrepancy between the original Dutch text or a translation. The use of a translation is entirely at the expense and risk of the user of that translation.