

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF PELICAN WORLDWIDE**  
Filed with the court registry of the district court in Rotterdam, under file number 8/2021.

**1. Definitions**

The following capitalized terms used in these General Terms and Conditions of Purchase shall have the meanings given below, unless the context indicates otherwise:

- "Agreement" : any Agreement or other legal relationship between Pelican Worldwide B.V. and a Supplier relating to the purchase, sale and/ or delivery of Products or Services, any change or addition thereto, as well as all related (legal) acts whether or not in preparation or execution thereof;
- "Party/parties" : means a party/parties to an Agreement;
- "PELICAN" : Pelican Worldwide B.V., registered with the Dutch Chamber of Commerce under number 23072017, as well as any of its affiliated companies;
- "Products" : all goods to be supplied or delivered by the Supplier pursuant to any Agreement, including materials, objects, parts, accessories and accompanying documents, and/or services;
- "Services" : all services to be provided by the Supplier pursuant to any Agreement;
- "Supplier" : any natural or legal person, with whom/which Pelican Worldwide B.V. enters into an Agreement;
- "Terms and Conditions" : these General Terms and Conditions of Purchase of Pelican Worldwide B.V.;

**2. Scope/General**

- 2.1 These Terms and Conditions apply to any Agreement and subsequent Agreements and form an integral part thereof, to the extent not explicitly deviated from in the Agreement.
- 2.2 Any deviations from the applicability or the provisions of these Terms and Conditions shall apply only if these have been recorded in writing and signed by the Parties, and shall apply exclusively to the Agreement in question.
- 2.3 Any general terms and conditions used by the Supplier are explicitly rejected by PELICAN and shall not be applicable to any Agreement, regardless of whether or not the Supplier having referred to such terms and conditions previously.
- 2.4 If any provision of these Terms and Conditions is held by a competent authority to be invalid or wholly or partly unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect. In such an event, the Parties shall agree upon new provisions to replace the provisions declared invalid or unenforceable by provisions which as closely as possible reflect the original intention of the Parties in nature and purpose and are not invalid or unenforceable.
- 2.5 If any provision of the Agreement conflicts with a provision of these Terms and Conditions, the provision of these Terms and Conditions shall prevail, unless the Parties have expressly agreed in the Agreement to deviate from the relevant provision of these Terms and Conditions.
- 2.6 The English text of these Terms and Conditions prevails over any translation thereof.
- 2.7 PELICAN is entitled to amend these Terms and Conditions at any time. The amended Terms and Conditions shall apply to all Agreements concluded from the moment that PELICAN has filed the amended Terms and Conditions with the trade register of the Dutch Chamber of Commerce or the court registry of any district court in the Netherlands or from the moment PELICAN has notified the Supplier in writing of the amended Terms and Conditions.
- 2.8 In all cases where these Terms and Conditions require a communication or other document to be "in writing", this shall include all messages sent by e-mail, facsimile or by any other mean of analog or digital electronic transmission, and has been received by the other Party.

**3. Formation of an Agreement**

- 3.1 Every offer from the Supplier is irrevocable, unless it is unambiguously clear from the offer that it is revocable.
- 3.2 PELICAN reserves the right to withdraw any order placed if the Supplier has not confirmed the order by means of a written confirmation within five working days.
- 3.3 An Agreement shall have been concluded only if (i) recorded in a document signed by the Supplier and PELICAN or (ii) has been confirmed in writing by an authorized representative of PELICAN.
- 3.4 The costs relating to the preparation of an offer shall be for the Supplier's expense.

**4. Price, invoicing and payment**

- 4.1 The price shall be indicated in euros (within EU) or USD (outside the EU), net of VAT.
- 4.2 Invoices must include full information on order reference numbers for the orders placed, broken down by service and/or item, plus quantities. PELICAN has the right to suspend payment of an invoice until this information is included in such invoice.
- 4.3 Copy invoices should be identified as such.
- 4.4 PELICAN shall pay the approved invoice within 45 days after the end of the month of the invoice date, unless a payment discount has been agreed upon for earlier payment or PELICAN sets off of any claim against the Supplier.
- 4.5 Payment shall not imply in any way that PELICAN waives or forfeits any right.
- 4.6 PELICAN has the right to set off debts to the Supplier against claims against the Supplier by means of, inter alia, a set-off invoice to the Supplier.
- 4.7 PELICAN is entitled, in the event of partial or full prepayment, to request appropriate security at the Supplier's expense.
- 4.8 The Parties shall provide each other with their correct VAT number and inform each other immediately of any change thereto. If the Supplier breaches this obligation, it shall pay to PELICAN the VAT and other amounts to the extent that PELICAN owes these amounts due to non-performance by the Supplier.

**5. Performance and delivery**

- 5.1 The Supplier warrants to PELICAN that the Products and Services delivered:
- will be free from visible and invisible defects, whether or not due to material or manufacturing faults;
  - are new and of good and marketable quality;
  - comply with the specifications given by PELICAN, including the type, quantity, size and/or weight, and otherwise comply with the Agreement;
  - are suitable for the purpose for which the Products are objectively intended as well as for the purpose intended by PELICAN and made known to the Supplier;
  - in case of Services, these shall be supplied by personnel trained and skilled for that purpose;
  - including without limitation the use and resale of the Products or Services, do not infringe any third party rights;
  - comply with the relevant national and international laws and regulations, including the European legal directives on CE marking and the EU declaration of conformity for machinery/safety components and the "manufacturer's declaration". The declaration of CE conformity must be provided by the Supplier.
- 5.2 If the Agreement refers to technical, safety, quality or other regulations or provisions and the relevant documents are not attached to the Agreement, the Supplier shall be deemed to have knowledge thereof. In the event that the Supplier has no knowledge thereof, it shall immediately inform PELICAN in writing. In that case, PELICAN shall, as far as possible, provide more information on these provisions and documents.
- 5.3 If Services relate to the installation or modification of PELICAN's products, PELICAN is not obliged to provide models or technical drawings or data of those products to the Supplier. If PELICAN nevertheless provides such items or data to the Supplier, they shall remain the property of PELICAN and the Supplier shall return them to PELICAN immediately upon PELICAN's first request or upon delivery of the Services or Products, and the provisions of articles 7.5 and 14 shall otherwise apply to such items and/or data.
- 5.4 The Supplier shall be responsible, at its own expense and risk, for obtaining, in good time, the necessary consents, permits or licences required for the performance of the Agreement and/or that are necessary within the framework of compliance with the conditions included herein.
- 5.5 The delivery of Products shall be Delivery Duty Paid (DDP), in accordance with the most recent edition of the ICC Incoterms, unless agreed otherwise in the Agreement. PELICAN reserves the right to declare other conditions of transport applicable.
- 5.6 The term of delivery as recorded in the Agreement is a deadline, and a binding term, and applies to the entire delivery, including the relevant drawings or other accompanying documents. In the event that the deadline for an agreed delivery period is expected to be exceeded, the Supplier shall immediately inform PELICAN in writing, stating the reasons.
- 5.7 By exceeding the delivery period, the Supplier shall be in default without further notice of default being required. Force majeure on the part of the Supplier shall under no circumstances include: shortage of personnel, strikes, breach of Agreement by third parties engaged by the Supplier, transport problems on the part of the Supplier or third parties engaged by the Supplier, failure of equipment, liquidity and/or solvency problems on the part of the Supplier, pandemics or epidemics or government measures.
- 5.8 If the Supplier exceeds an agreed delivery term, the Supplier shall forfeit, without further notice of default being required, an immediately payable penalty of 5% of the delivery price (i.e. the amount of the relevant invoice) for each breach and each calendar week or part thereof that the breach lasts, up to a maximum of 20%. The claiming or settling of this penalty shall not affect PELICAN's other rights, including the right to claim specific performance, damages or termination of the Agreement. The penalty shall be set off against the payments owed by PELICAN, regardless of whether the Supplier's claim has been transferred or assigned to a third party.
- 5.9 Unless agreed otherwise in the Agreement, the Supplier is not entitled to make partial deliveries.
- 5.10 If the Supplier ceases production of the Products, the Supplier shall provide an adequate repair service and the supply of spare parts, auxiliary materials, accessories, tools, operating instructions and instruction manuals for a period of at least five years.
- 5.11 The Supplier is not entitled to have the Agreement performed in whole or in part by third parties without PELICAN's prior written consent. If the Supplier obtains PELICAN's permission to have the Agreement performed by a third party, the Supplier shall ensure that this third party is also bound by these Terms and Conditions, to the exclusion of the general conditions of this third party. On first request, PELICAN shall be given the opportunity to inspect the agreements and other documents exchanged between the Supplier and its subcontractors

and suppliers.

## **6. Packaging and shipping**

- 6.1 The Supplier shall package the Products as economically, safely and carefully as possible and shall do so in such a way that shipping and unloading is possible.
- 6.2 The Supplier shall ensure that the Products arrive at their destination in good order.
- 6.3 Shipments on pallets will take place on euro pallets, euro-sized pallets or pallets with other sizes if agreed.
- 6.4 The Supplier shall make use of neutral packaging materials with as little printing thereon as possible in order to encourage the reuse of packaging materials as much as possible. Packaging materials must be suitable for reuse or recycling and must comply with international and Dutch regulations. In the event that the packaging materials cannot be reused or recycled, the costs of processing them are for the Supplier's expense.
- 6.5 Under Council Directive 2000/29/EC, deliveries from the United States, Canada, China and Japan in which wood is used as packaging material (pallets, crates, etc.) must be decontaminated before entry into the EU.
- 6.6 Deliveries of dangerous goods must comply with international and Dutch legislation concerning the transport of dangerous goods by road and/or the IATA rules for air transport.
- 6.7 Deliveries must be provided with all relevant documentation. The packaging must also contain all necessary warning labels.
- 6.8 The carrier transporting the Products must be in possession of all relevant shipping documents.
- 6.9 Special packaging to be returned to the Supplier shall be marked as such and shall be returned to the Supplier at the Supplier's expense and risk to the address of the Supplier known to PELICAN.
- 6.10 The Supplier shall state the PELICAN reference number of the order, the number of parcels, and the correct delivery address on the transport documents. A packing list containing the contents of the shipment shall be attached to each parcel's exterior. PELICAN has the right to refuse deliveries that do not meet these requirements.

## **7. Intellectual property; licences**

- 7.1 All intellectual or industrial property rights arising from the performance of the Agreement by the Supplier, its employees or third parties engaged by the Supplier in the performance of the Agreement shall accrue to PELICAN's property. The Supplier shall not claim or assert any rights in this respect and hereby assigns any such future rights to PELICAN. Insofar as required for transfer, the Supplier shall unconditionally sign and supply all necessary deeds and other documents.
- 7.2 If the Products or Services are subject to any third-party intellectual or industrial property rights, the Supplier shall ensure that PELICAN acquires the right to use them lawfully and free of charge by virtue of a non-exclusive, worldwide and perpetual licence.
- 7.3 At PELICAN's first request, the Supplier must do everything necessary to obtain or establish the aforementioned rights and to have them registered in PELICAN's name.
- 7.4 The Supplier warrants that the Products do not infringe any third parties' intellectual or industrial property rights. The Supplier shall indemnify and compensate PELICAN in respect of any (alleged) claim made by third parties in this respect and shall compensate PELICAN for all loss and damages, including interest and costs, suffered by PELICAN as a result thereof.
- 7.5 The Supplier shall not use any models, drawings and other data relating to Products provided to the Supplier by PELICAN within the framework of the performance of the Agreement to copy PELICAN's products or to manufacture similar products.

## **8. Inspection**

- 8.1 The Supplier shall provide PELICAN with all test and inspection certificates requested by PELICAN - including but not limited to tests or inspections by any official institution - as well as audit reports relating to the supply prior to delivery, including during the manufacture of the Products. The Supplier shall cooperate fully in this respect. Such test or inspection, carried out at PELICAN's discretion in the presence of inspectors appointed by PELICAN, will not release the Supplier from any liability, nor will it imply acceptance of the delivery.
- 8.2 PELICAN has the right to inspect the delivery at the agreed delivery location before accepting it.
- 8.3 If the delivery is refused because of non-compliance with the Agreement, PELICAN shall inform the Supplier accordingly. In such an event, PELICAN may, at its option, either (i) demand replacement or repair of the Products by the Supplier, or (ii) terminate the Agreement, without prejudice to PELICAN's other rights, such as the right to claim specific performance and/or compensation for loss, damages and/or costs.
- 8.4 PELICAN shall arrange that rejected Products are stored on the Supplier's behalf, but at the Supplier's expense and risk. In the event of rejection of the delivered Products, the Supplier shall, within 5 working days after notification thereof by PELICAN, ensure the repair or replacement of the delivered Products. If the Supplier fails to comply with this obligation within the period stipulated in this article, PELICAN shall be entitled to purchase the required Products from a third party or to take measures itself or to have measures taken by a third party at the Supplier's expense and risk.
- 8.5 If the Supplier does not retrieve the rejected Products within 5 working days, PELICAN shall be entitled to return the Products to the Supplier at the Supplier's expense and risk, without the Supplier's approval being required. If the Supplier refuses to accept the Products, PELICAN shall be entitled to store, sell or destroy the Products at the Supplier's expense and risk.
- 8.6 All costs relating to inspections, re-inspections and returns shall be borne by Supplier, with the exception of the costs for inspectors appointed by PELICAN.

## **9. Transfer of ownership and risk**

- 9.1 The risk for the Products shall remain with the Supplier until they have been delivered to the agreed address and have been accepted in writing by a person authorized by PELICAN to do so, stating his or her name. Ownership of the Products shall pass to PELICAN at the time of delivery.
- 9.2 Models, stamps, templates, moulds, dies, gauges, drawings and the like (hereinafter the 'Materials') obtained or made by the Supplier for the purposes of delivery shall be deemed to have been made available to the Supplier by PELICAN at the time at which these articles were delivered to or made by the Supplier.
- 9.3 If PELICAN makes Materials available or is deemed to have made Materials available to the Supplier for the purpose of delivery, they shall remain or become the property of PELICAN and the Supplier shall be obliged to clearly mark these Materials as being PELICAN's property and to issue a declaration of ownership on request.
- 9.4 With regard to Materials held in custody by the Supplier, the Supplier shall act with due care and proper maintenance and shall insure the Materials adequately under customary conditions.
- 9.5 Materials created from different parts or otherwise shall become PELICAN's property at the time of their creation. The Supplier shall be deemed to have made the Materials for PELICAN and shall hold these new Materials as PELICAN's property and shall issue a declaration of ownership to PELICAN on request.

## **10. Agreement changes; increase or decrease in the scope of supply.**

- 10.1 PELICAN has the right to change the scope of supply.
- 10.2 If in the Supplier's opinion the change affects the agreed price or delivery period, PELICAN shall immediately be informed in writing. In case of additional work, a written quotation shall be issued for the price and period concerned, plus an overview of the affect that the additional work will have on the other work to be performed by the Supplier.
- 10.3 The Supplier shall not carry out any additional work until PELICAN has given written instructions to that effect. Work that the Supplier should or could have foreseen with regard to the delivery of the service(s) and functionality(s), as set out in the Agreement, or that is deemed to be the result of a shortcoming attributable to the Supplier, shall not be regarded as additional work.

## **11. Liability and Insurance**

- 11.1 The Supplier shall be liable for all loss and damages suffered by PELICAN as a result of (i) an error or failure on the Supplier's part in the performance of the Agreement and the resulting delivery, (ii) a defect in the equipment or materials used in the performance of the Agreement, or as a result of (iii) any act or omission on the Supplier's part or its employees or subcontractors involved in the performance of the Agreement and the resulting delivery.
- 11.2 The Supplier shall indemnify and hold PELICAN harmless from and against any and all claims for damages from third parties and for any or all loss, damages, claims, demands and costs arising from the performance and/or execution of the Agreement. The Supplier shall also indemnify and hold PELICAN harmless from and against any and all claims from third parties relating to the Products based on product liability legislation and regulations applicable in the Netherlands. If PELICAN should nevertheless be held liable, PELICAN shall have the right of recourse against the Supplier for the full amount PELICAN has paid in damages and costs.
- 11.3 The Supplier shall take out an adequate insurance policy for its own liability and that of third parties towards PELICAN up to an amount of at least EUR 5 million in the aggregate. At PELICAN's first request, the Supplier shall allow inspection of the relevant policy by PELICAN and shall submit proof that the premium has been paid.
- 11.4 PELICAN shall not be liable for any loss suffered by the Supplier, unless such loss is caused by intent or gross negligence on PELICAN's part and/or its directors or personnel in management positions.
- 11.5 The Supplier shall take measures to ensure that PELICAN cannot be held liable for any obligation imposed by any (semi)governmental authority to pay taxes and/or social security contributions in connection with payments to employees or third parties, which obligation would not normally rest on PELICAN, and shall indemnify and hold PELICAN harmless from and against any and all claims in this respect. If PELICAN should nevertheless be held liable, PELICAN shall have a right of recourse against the Supplier for the entire amount of compensation and costs PELICAN has paid.
- 11.6 The Supplier shall insure itself against transport damage at its own expense and risk.

## 12. Suspension and termination

- 12.1 PELICAN has the right by written notification to suspend performance of its obligations under the Agreement, in whole or in part, or to terminate the Agreement, in whole or in part, by written notice with immediate effect (in case of a continuing performance Agreement) or to rescind the Agreement pursuant to Section 6:265 of the Dutch Civil Code, without thereby incurring any liability to compensate the Supplier for damages if:
- (a) the Supplier is in breach of the full and timely compliance with its obligations under any Agreement;
  - (b) the Supplier is granted suspension of payment as meant in Section 214 et seq. of the Dutch Bankruptcy Act;
  - (c) the Supplier files for bankruptcy or is declared bankrupt;
  - (d) the Supplier has submitted a request for debt rescheduling under the Dutch Natural Persons Debt Rescheduling Act;
  - (e) the Supplier is placed under guardianship or an administrator is appointed on behalf of the Supplier;
  - (f) the Supplier is dissolved, ceases its activities or ceases to exist;
  - (g) a substantial part of the Supplier's assets is seized or subject to executory or prejudgment attachment;
  - (h) directly or indirectly, the say in and control over the (activities or the business of the) Customer or a material part thereof is transferred by merger, as meant in the SER Merger Code 2015, to one or more persons other than the person or persons in whom such say and control was formerly vested, regardless of such rules being applicable to the situation concerned;
  - (i) the Supplier should otherwise no longer be deemed capable of fulfilling its obligations under the Agreement;
  - (j) there is a revocation of a licence from the Supplier required for the performance of the Agreement;
  - (k) the delivery of the Products is rejected by PELICAN after an inspection or re-inspection; or
  - (l) any other event or situation occurs that has a similar effect as any of the circumstances mentioned above, either or not under foreign law.
- 12.2 Upon rescission or termination of the Agreement by PELICAN, all claims which PELICAN has or will have against the Supplier shall become immediately due and payable in full, without prior notice of default being required.
- 12.3 Without prejudice to all other rights, PELICAN may rescind or terminate the Agreement in whole or in part if any benefit has been offered or provided by the Supplier or any of its subordinates or representatives to any person who is part of the business of PELICAN, or to any of its subordinates or representatives.
- 12.4 In the event of rescission or termination of the Agreement, PELICAN shall be entitled to compensation for all material and immaterial damages and loss, including consequential damages and loss, and interest. The immaterial loss is set at at least 5% of the amount of the delivery including turnover tax. The interest rate is the statutory commercial interest rate.
- 12.5 In the event of rescission or termination of the Agreement, the goods deposited with the Supplier must be immediately returned to PELICAN at the Supplier's expense. PELICAN has the right, without prior written notice, to gain access to the place where the goods may be located, to seize them and to remove them from the business premises. The Supplier accepts that PELICAN has access to the premises to seize the goods and will make every effort to enable PELICAN to do so. The Supplier shall immediately return all payments made by PELICAN relating to the terminated Agreement.

## 13. Warranty

- 13.1 If, within a period of 12 months or any other in the Agreement agreed period after the first use of the delivered Products, it appears that the Products do not comply with the conditions set out in Article 5 of these Terms and Conditions, the Supplier shall at the first request and at the discretion of PELICAN, but no later than two weeks thereafter, replace, repair or re-deliver the Products at the Supplier's expense and risk. This is without prejudice to PELICAN's other rights.
- 13.2 If the Supplier fails to comply with its warranty obligations within two weeks after the relevant request from PELICAN, PELICAN shall be entitled to have the Products replaced, repaired or re-delivered, with or without the assistance of third parties, at the Supplier's expense and for his account, without any consequences for the Supplier's warranty obligations. PELICAN shall, if possible, inform the Supplier in advance of exercising this right.
- 13.3 A warranty as described in this article will again apply to the replaced, repaired or re-exported parts of a delivery.

## 14. Confidentiality and obligation to inform

- 14.1 The Supplier shall provide PELICAN with all information relating to the delivery of the Products to the extent it may be of importance to PELICAN.
- 14.2 The Supplier shall not disclose any confidential commercial information of PELICAN to its employees who are not involved in the delivery, nor to third parties, and shall not make it available to third parties unless with PELICAN's prior written consent. Confidential commercial information includes, without limitation, information about products and results of business activities. PELICAN shall at all times remain the exclusive owner of such confidential commercial information and the Supplier shall not use such confidential information for its own use or for purposes other than the performance of the Agreement.
- 14.3 The Supplier shall impose the same obligations as stipulated in this article on its employees and on all third parties used by the Supplier in the performance of the Agreement. The Supplier warrants to PELICAN that these employees/third parties will comply with this duty of confidentiality as if they were parties to the Agreement.
- 14.4 The Supplier is not entitled to use the name PELICAN or PELICAN WORLDWIDE and/or its logo in advertising and other commercial publications without PELICAN's prior written consent.

## 15. US export administration rules

If any delivery uses U.S. technology to which the U.S. Export Administration rules apply, the Supplier must notify PELICAN in accordance with the applicable terms and conditions.

## 16. Transfer of rights and obligations

The Supplier is not entitled to transfer the rights and/or obligations arising from the Agreement in whole or in part to third parties without PELICAN's prior written consent. This clause has a property law effect.

## 17. Applicable law and forum

- 17.1 All Agreements between PELICAN and the Supplier are governed exclusively by Dutch law, to the exclusion of the provisions of the United Nations Convention on Agreements for the International Sale of Goods (CISG).
- 17.2 If the Supplier's place of business is located in a country within the European Union, all disputes arising from or in connection with an Agreement, including a dispute concerning these Terms and Conditions, shall be settled exclusively by the Court of Rotterdam, location Dordrecht, in the Netherlands subject to appeal.
- 17.3 If the Supplier's place of business is located in a country outside the European Union, all disputes arising from or in connection with an Agreement, including a dispute concerning these Terms and Conditions, shall be settled by arbitration in accordance with the arbitration rules of the Netherlands Arbitration Institute. The place of arbitration is Dordrecht, the Netherlands. The arbitration tribunal shall consist of three arbitrators, unless the Parties agree on a tribunal of one arbitrator, which shall decide according to the rules of law. The arbitration proceedings will be conducted in the English language.

## 18. Filing

A copy of these Terms and Conditions is available for inspection at the district court of Rotterdam under number 8/2021. These Terms and Conditions can also be downloaded from the PELICAN WORLDWIDE website <https://www.pelicanworldwide.com/terms-conditions/>.