General Terms and Conditions

Applicable to all deliveries and legal relationships between De Hoeve Multipower B.V. and its business customers.

VERSION: NOVEMBER 2025

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1. Scope of Application

> **Business-to-Business Only**
> These Conditions apply exclusively to transactions between professional parties. They are not intended for consumers, and the applicability of consumer protection law is excluded.

These General Terms and Conditions of Delivery apply to all legal relationships concerning deliveries by De Hoeve Multipower B.V. to the Buyer. They shall be deemed accepted upon placement of an order or receipt of a delivery and form an integral part of all agreements concluded by De Hoeve Multipower B.V. with its contractual partners (Buyers).

The applicability of any general purchasing conditions or other terms and conditions of the Buyer is expressly excluded, even if De Hoeve Multipower B.V. does not expressly object to such terms or performs or accepts delivery with knowledge of them.

Deviations from these General Terms and Conditions are only valid if expressly agreed in writing by De Hoeve Multipower B.V.; this also applies to any waiver of the requirement of written form itself.

2. Definitions

The following terms and expressions shall have the meanings set out below:

Seller: De Hoeve Multipower B.V., a private limited company incorporated under Dutch law, with its registered office in 's Hertogenbosch, the Netherlands.

Buyer: The natural or legal person acting in the course of a profession or business who enters into an agreement with De Hoeve Multipower B.V.

Products: All goods, items, and services supplied by De Hoeve Multipower B.V., including but not limited to batteries, accessories, parts, and technical documentation.

Agreement: Any agreement, contract, or other legal relationship between De Hoeve Multipower B.V. and the Buyer regarding the supply of Products.

Conditions: These General Terms and Conditions.

3. Quotations, Formation of the Contract, Sales Documents

The Buyer's order for the Products shall constitute a binding offer to enter into a contract.

Quotations issued by De Hoeve Multipower B.V. are non-binding unless expressly stated otherwise in writing by De Hoeve Multipower B.V. Binding quotations may be amended by De Hoeve Multipower B.V. until the written order from the Buyer has been received.

The legal relationship between De Hoeve Multipower B.V. and the Buyer shall be governed solely by the written agreement, including these Conditions. The agreement shall only be deemed concluded once De Hoeve Multipower B.V. has accepted the Buyer's order, either by means of a written order confirmation or by performing the order. Oral agreements or commitments are not binding on De Hoeve Multipower B.V. and must be confirmed in writing to be valid. Any additions or amendments to agreed terms must be made in writing to be effective.

All illustrations, drawings, designs, specifications, product descriptions, data sheets, plans, weight and dimension indications, and any other similar materials provided by De Hoeve Multipower B.V. or contained in its technical or commercial documents ("Sales Documents") are indicative and non-binding unless expressly confirmed otherwise in writing by De Hoeve Multipower B.V. They do not constitute guaranteed characteristics but serve solely as descriptions or indications of performance and are to be regarded as approximate only (unless the intended contractual use requires exact conformity).

De Hoeve Multipower B.V. retains ownership of all such Sales Documents. The Buyer may not disclose them to third parties, make them public, use them personally or through third parties, or reproduce them without the express consent of De Hoeve Multipower B.V.

4. Delivery Terms, Default of Acceptance

Unless otherwise stated in De Hoeve Multipower B.V.'s order confirmation, delivery shall be made "EXW – Ex Works" (Incoterms®). All shipping, transport and transport insurance costs relating to the Products shall be borne by the Buyer.

De Hoeve Multipower B.V. reserves the right to make delivery in one or more partial shipments, each with its own invoice, insofar as such partial deliveries are reasonably acceptable to the Buyer. Each partial delivery shall be deemed a separate contract for invoicing purposes.

Unless expressly stated otherwise in the order confirmation, any delivery date or delivery period indicated by De Hoeve Multipower B.V. shall constitute a non-binding estimate only. De Hoeve Multipower B.V. shall not be liable to the Buyer for failure to deliver on a non-binding delivery date or within a non-binding delivery period.

Any agreed delivery period shall commence upon dispatch of the order confirmation by De Hoeve Multipower B.V. Compliance by De Hoeve Multipower B.V. with a delivery date or period is subject to the timely fulfilment by the Buyer of all obligations necessary for delivery, such as providing the required documentation or paying any agreed advance payments. If these conditions are not met or only partially met, De Hoeve Multipower B.V. shall not be liable for the resulting delay.

The Buyer shall be in default of acceptance if it fails to take delivery of the Products at the end of the binding delivery period or on the binding delivery date. In the case of non-binding delivery periods or dates, De Hoeve Multipower B.V. may notify the Buyer that the Products are ready for dispatch. If the Buyer does not take delivery within two (2) weeks of such notice, the Buyer shall be in default of acceptance.

In the event of default of acceptance or any other delay in delivery caused by the Buyer, De Hoeve Multipower B.V. may claim compensation, including storage costs. The Buyer shall pay liquidated damages of 0.1% of the purchase price of the stored Products per calendar day, up to a maximum of 1% per calendar month. The Buyer shall have the right to prove that no damage occurred or that the damage was significantly lower than the fixed amount. De Hoeve Multipower B.V. reserves the right to claim further damages. After the expiry of a reasonable additional period granted without success, De Hoeve Multipower B.V. may, at its discretion, dispose of the Products and, within a reasonable time, supply a comparable

product under the contractual terms, or terminate or rescind the contract and claim additional damages.

5. Transfer of Risk, Dispatch and Insurance

The Products shall be deemed delivered and the risk in the Products shall pass to the Buyer in accordance with the applicable Incoterms®. If delivery is delayed for reasons attributable to the Buyer, the risk shall pass to the Buyer on the date on which the Buyer is notified that the Products are ready for dispatch, or on the date on which the Buyer is otherwise in default of acceptance.

If, at the Buyer's request, De Hoeve Multipower B.V. performs tasks which, under the applicable Incoterms®, would normally fall under the Buyer's responsibility (such as arranging insurance against transport damage, breakage, fire or accidents), such tasks shall be deemed to be carried out on behalf of and at the expense of the Buyer. This shall not affect the allocation of risks and responsibilities under the applicable Incoterms®. All related costs shall be borne in full by the Buyer, who shall reimburse De Hoeve Multipower B.V. for such costs upon first demand.

In cases of force majeure or other disruptive events affecting De Hoeve Multipower B.V., its suppliers or carriers, for which De Hoeve Multipower B.V. is not responsible (such as industrial or transport disruptions, fire, flooding, labour shortages, shortage of energy or raw materials, strikes, lockouts, governmental measures), the delivery period shall be reasonably extended. Statutory provisions regarding discharge of obligations due to impossibility remain unaffected. De Hoeve Multipower B.V. shall inform the Buyer without undue delay of any such events.

The Products shall be packaged in accordance with industry practice or as specified in De Hoeve Multipower B.V.'s order confirmation. The method of packaging and shipment shall be at the discretion of De Hoeve Multipower B.V.

Reusable pallets, special crates and other special packaging remain the property of De Hoeve Multipower B.V. and must be returned carriage paid by the Buyer, without interim use. If such items are not returned within eight (8) weeks of delivery, De Hoeve Multipower B.V. shall be entitled to charge the Buyer the full replacement value thereof.

De Hoeve Multipower B.V. shall not be obliged to deliver Products to third parties at the Buyer's request, unless expressly agreed in writing by the parties.

6. Limited Warranty of De Hoeve Multipower B.V., Disclaimer of Warranty, Legal Remedies

De Hoeve Multipower B.V. guarantees that the Products: (i) are free from material and manufacturing defects; and (ii) meet the agreed performance specifications. Subjective agreements regarding the condition of the Products between De Hoeve Multipower B.V. and the Buyer shall prevail over objective requirements regarding the condition of the Products.

If Products are defective at the time the risk passes, De Hoeve Multipower B.V., at its sole discretion and at no cost to the Buyer, may either repair the defect (repair) or supply a replacement, non-defective Product (together: "Subsequent Performance"). Subsequent Performance is carried out without acknowledging any legal obligation. If De Hoeve Multipower B.V. is unwilling or unable to perform Subsequent Performance, or if Subsequent Performance is not completed within a reasonable period due to reasons attributable to De Hoeve Multipower B.V., or if Subsequent Performance fails for any other reason, the Buyer may, in accordance with applicable law, terminate or rescind the agreement, reduce the purchase price, and/or claim damages in accordance with Section 7. Any further warranty claims of any kind are excluded.

The place of performance for Subsequent Performance by De Hoeve Multipower B.V. is its registered office. Claims by the Buyer for reimbursement of costs necessarily incurred for Subsequent Performance, in particular transport, travel, labor, and material costs, are excluded to the extent these costs increase because the Products are taken to a location other than the agreed delivery place. Costs for disassembly and reassembly of defective Products are also excluded. De Hoeve Multipower B.V. may charge these increased costs to the Buyer. The Buyer may only claim compensation for these costs in accordance with Section 7.

Information provided by De Hoeve Multipower B.V. regarding the delivered goods and services, their intended use, etc. (e.g., dimensions, weights, performance values) is only to be regarded as a description or indication and does not constitute a guarantee of quality or durability. This information should be taken as approximate, and deviations customary in the industry remain reserved unless explicitly agreed otherwise. Guarantees of quality or durability must be expressly designated as such and agreed in writing.

If the Buyer is entitled to return the Products, such return shall only occur after prior consultation and in accordance with the instructions of De Hoeve Multipower B.V.

De Hoeve Multipower B.V. is not liable for defects caused by:

(a) normal wear and tear;
(b) accidents or damage occurring after the risk has passed; or
(c) improper use, alteration, modification, incorrect handling, insufficient inspection, or failure to follow De Hoeve Multipower B.V.'s instructions.

Additionally, for the sale of batteries, De Hoeve Multipower B.V. is not liable for:

(d) incorrect charging, overcharging, or incorrect activation;
(e) prolonged storage of the battery in a discharged state;
(f) physical damage from collisions or other causes; opening of the battery housing in any manner; improper maintenance;
(g) defects or malfunctions in the electrical components or circuits of the vehicle;
(h) exceeding the maximum temperature of 60 °C in the battery housing or improper storage;
(i) repeated battery discharge due to actions of the vehicle user (e.g., using lights or accessories that demand more energy than the battery can supply).

The limitation period for warranty claims by the Buyer is one (1) year from delivery. This limitation period does not apply if a defect was intentionally concealed or if a warranty regarding the quality of the Product was provided. For claims for damages, this limitation period does not apply in cases of: (i) intent, (ii) gross negligence of a director or executive of De Hoeve Multipower B.V., or (iii) injury to life, body, or health.

In the case of Subsequent Performance by repair, the remaining original limitation period of one (1) year applies from the date of return of the repaired Product. The same applies in the case of Subsequent Performance by replacement.

De Hoeve Multipower B.V. does not accept any liability for the Buyer's warranty programs. The Buyer alone is responsible for any warranty he provides to his customers.

To claim warranty for defects, the Buyer or a third party designated by the Buyer must inspect the delivered Products immediately, without culpable delay, upon delivery. Visible defects that would have been identifiable during a direct, careful inspection are deemed approved by the Buyer if De Hoeve Multipower B.V. has not received a written notice of the defect within seven (7) working days after delivery. In the case of hidden defects, the Products are deemed approved by the Buyer unless De Hoeve Multipower B.V. has received written notice within seven (7) working days after discovery of the defect.

> **7-Day Notification Deadline**
> Hidden defects must be reported in writing within seven (7) days of discovery. Failure to notify within this period results in loss of warranty claims.

7. Limitation of Liability and Product Liability

> **Limitation of Liability**
> De Hoeve Multipower B.V.'s aggregate liability is limited to the value of the specific order giving rise to the claim. Indirect and consequential damages are excluded.

The prices of De Hoeve Multipower B.V. for the Products reflect the following allocation of risk and liability limitations.

In accordance with legal provisions, De Hoeve Multipower B.V. is fully liable for damage of any kind and on any legal basis if a breach of obligation by De Hoeve Multipower B.V. is due to intent or gross negligence. De Hoeve Multipower B.V. is only liable for damage caused by slight negligence if it results from a breach of a material contractual obligation that endangers the purpose of the agreement. Material contractual obligations are obligations for timely delivery of the Products, delivery free from ownership defects, delivery without material defects that significantly impair functionality or usability, as well as obligations of protection and care intended to enable the Buyer to use the delivered Products in accordance with the agreement or to protect the life and limbs of the Buyer's personnel or the Buyer's property against significant damage. In such cases, liability is limited to typical contractual and foreseeable damage. The same applies to damage caused by gross negligence of an employee or representative of De Hoeve Multipower B.V., except for members

of the management or directors of De Hoeve Multipower B.V.

In the cases mentioned in Section 7.2, liability per incident is limited to the value of the respective order.

In the cases mentioned in Section 7.2, liability for indirect, incidental, special or consequential damages, loss of profit, loss of revenue, loss of goodwill, downtime, business interruption, and production loss is excluded.

The limitation period for claims for damages is two (2) years from the date the claim arises and the Buyer becomes aware of it. Regardless of such knowledge, a limitation period of three (3) years from the occurrence of the damage applies. The limitation period stated in Section 6.7 applies to claims relating to defects.

The above liability limitations apply to all claims for damages, regardless of the legal basis, except for:
(i) mandatory liability under applicable product liability law;
(ii) defects for which a warranty regarding Product quality has been given;
(iii) injury to life, body, or health;
(iv) intentional misconduct;
(v) gross negligence of members of the management or directors of De Hoeve Multipower B.V.

The above liability limitations also apply, where applicable, to claims for damages by the Buyer against members of the management, directors, employees, or representatives of De Hoeve Multipower B.V.

If the Buyer resells the delivered Products:
(i) the Buyer indemnifies De Hoeve Multipower B.V. against all claims from third parties;
(ii) the Buyer holds De Hoeve Multipower B.V. harmless from all claims from third parties, to the extent the Buyer is responsible for the defect causing liability.

The Buyer must:
(i) document all sales of end products incorporating the Products;
(ii) impose similar obligations on its customers, as reasonably possible;
(iii) immediately notify De Hoeve Multipower B.V. of any claim, demand for damages, or other irregularity regarding the Products.

To defend against product liability claims, the Buyer must reasonably assist De Hoeve Multipower B.V., including by providing necessary information regarding the processing of the Products and their role in the end products manufactured by the Buyer.

8. Prices and Payment

Unless expressly stated otherwise, the prices indicated by De Hoeve Multipower B.V. in the offer or order confirmation are net prices, applicable to Products delivered "EXW" – "Ex Works" (Incoterms®) the stated destination, including packaging.

Invoices must be paid within thirty (30) days of the shipping date, without deduction. Receipt of payment in De Hoeve Multipower B.V.'s account determines timely payment. Payment by bill of exchange is only permitted with prior written consent. Bills of exchange and checks are accepted by De Hoeve Multipower B.V. for collection only and do not constitute payment until fully honored. All bank and payment collection costs are borne by the Buyer. De Hoeve Multipower B.V. assumes no liability for timely and correct presentation, protest, or notification. No discount is granted for payment via bill of exchange.

The price of the batteries consists of two components:
(i) the base price, which is fixed and depends on the battery type. This base price is periodically adjusted, at least once per calendar year;
(ii) the lead surcharge, which is variable and linked to the amount of lead in the respective battery type. This lead surcharge is adjusted monthly with significant fluctuations in the average lead price on the London Metal Exchange (LME). Any adjustments will be communicated to the Buyer by De Hoeve Multipower B.V. at least two (2) weeks in advance. The methodology regarding the lead surcharge may be reviewed annually.
The parties acknowledge that there may be variation in the actual weight of a specific battery as produced.

De Hoeve Multipower B.V. may adjust the agreed prices if and to the extent that:
(i) the costs of materials, raw materials, and energy required for the production of the Products have increased or decreased;
(ii) labor costs (wages) have increased or decreased;
(iii) the inflation rate has increased or decreased;

(iv) import duties and taxes have increased or decreased;
(v) currency fluctuations exceed +/- 2% for products purchased in a currency other than the Euro.
The adjustment shall reflect the actual change in costs. De Hoeve Multipower B.V. shall notify the Buyer at least two (2) weeks in advance of a price increase. In the event of a price increase, the Buyer has the right to terminate the agreement in writing within two (2) weeks of receiving notice of the price increase.

De Hoeve Multipower B.V. may offset payments from the Buyer against older debts in the following order:
(i) incurred costs;
(ii) interest;
(iii) principal.

In case of default by the Buyer:
(i) De Hoeve Multipower B.V. may suspend delivery of outstanding orders until all outstanding payments have been made;
(ii) all other outstanding invoices shall become immediately due and payable;
(iii) De Hoeve Multipower B.V. has the right to charge interest on overdue payments at a rate of seven (7) percentage points above the European Central Bank base rate, calculated from the date of default;
(iv) De Hoeve Multipower B.V. reserves the right to claim further damages.

The claims of De Hoeve Multipower B.V. for payment shall become immediately due and payable, regardless of any agreements on deferred payment, if:
(i) the Buyer fails to pay a claim;
(ii) issued checks are not honored;
(iii) in the case of agreed SEPA direct debit, the account does not have sufficient balance at the agreed time;
(iv) circumstances arise that raise doubts about the Buyer's creditworthiness, particularly if De Hoeve Multipower B.V.'s credit insurer withdraws or limits coverage;
(v) the Buyer disputes claims of De Hoeve Multipower B.V. or indicates it will not fulfill payment obligations;
(vi) the Buyer takes measures that jeopardize the economic security or enforceability of De Hoeve Multipower B.V.'s payment claims, or if it appears that the Buyer provided misleading information during contract negotiations.
In all these cases, De Hoeve Multipower B.V. has the right to revoke any discounts or other benefits granted.

If, after the conclusion of the agreement, it appears that the performance of contractual obligations by the Buyer is at risk due to their financial situation (particularly in case of payment suspension, bankruptcy filing, seizure or enforcement measures, protest of bills or checks, or refusal of collections), De Hoeve Multipower B.V. may, at its discretion:
(i) suspend delivery until the Buyer has paid the full purchase price in advance, or
(ii) received sufficient security (e.g., a guarantee from a third party).
The same applies in case of justified doubts about the Buyer's solvency or creditworthiness due to payment arrears.

In the cases referred to in section 8.8, De Hoeve Multipower B.V. may suspend deliveries until all outstanding payments have been made or sufficient security has been provided. The same applies to claims that are not yet due, provided De Hoeve Multipower B.V. has a legitimate interest in this. In the case of merging De Hoeve Multipower B.V.'s claims into a current account relationship, the same applies until all payments under this account are fully settled.

The Buyer may not suspend its payments, even in the case of any claim against De Hoeve Multipower B.V., unless the Buyer's counterclaim is undisputed or has been determined by court ruling. The same applies to set-off by the Buyer of payments to De Hoeve Multipower B.V. against counterclaims.

The Buyer may not assign claims against De Hoeve Multipower B.V. to third parties without the prior written consent of De Hoeve Multipower B.V.

9. Retention of Title

The delivered Products remain the property of De Hoeve Multipower B.V. until all claims of De Hoeve Multipower B.V. under the agreement (including interest and costs) have been fully settled.

The Buyer may only resell the Products delivered under retention of title within the scope of its ordinary business. The Buyer may not pledge or assign the Products as security. The Buyer is obliged to protect De Hoeve Multipower B.V.'s rights in case of a credit sale of the Products.

The Buyer hereby assigns its future claims against third parties from the resale of the Products delivered under retention of title to De Hoeve Multipower B.V. as security for De Hoeve Multipower B.V.'s claims. De Hoeve Multipower B.V. authorizes the Buyer to collect these assigned claims in its own name, provided the Buyer fulfills its payment obligations to De Hoeve

Multipower B.V. The authority to collect ceases upon the Buyer's default in its payment obligations. In such case, the Buyer is obliged to provide De Hoeve Multipower B.V. with all information and documentation necessary for the collection of the respective claims.

If the realizable value of the securities provided in favor of DHM – taking into account customary banking valuation discounts – exceeds DHM's total claims by more than 10%, DHM shall release the relevant securities at the Buyer's request. The choice of the securities to be released lies with DHM.

The Buyer is obliged to store and manage the Products delivered under retention of title with care and to insure them at its own expense against customary risks (such as fire, theft, water damage). Any rights arising from such insurance are assigned in advance by the Buyer to De Hoeve Multipower B.V. as additional security.

The Buyer must immediately inform De Hoeve Multipower B.V. in writing of any seizure or other third-party claim on the Products delivered under retention of title and take all necessary measures to protect De Hoeve Multipower B.V.'s rights. The costs of such measures shall be borne entirely by the Buyer unless they can be recovered from the third party.

In case of default by the Buyer, De Hoeve Multipower B.V. has the right to terminate the agreement and reclaim the Products delivered under retention of title. The Buyer agrees to the repossession and provides all necessary cooperation to De Hoeve Multipower B.V., including access to the storage location. The repossession does not constitute termination of the agreement unless expressly declared in writing. All costs arising from the repossession, storage, and sale of the Products shall be borne by the Buyer.

In the event of processing, treatment, or mixing of the Products delivered under retention of title with other goods, De Hoeve Multipower B.V. acquires co-ownership of the resulting new item in proportion to the value of the delivered Products relative to the other goods. All provisions of this article apply mutatis mutandis to this co-ownership.

10. Intellectual Property Rights

All intellectual property rights relating to the Products, including patents, trademarks, copyrights, design rights, trade secrets, and know-how, remain the property of De Hoeve Multipower B.V. or its licensors. Nothing in the agreement shall be construed as a transfer or license of such rights to the Buyer, unless expressly agreed otherwise in writing.

The Buyer may only use De Hoeve Multipower B.V.'s trademarks, logos, and other distinctive signs for the purpose of reselling the Products and in accordance with De Hoeve Multipower B.V.'s instructions. The Buyer is not entitled to:

(i) modify, adapt, or remove De Hoeve Multipower B.V.'s trademarks, logos, or other distinctive signs;
(ii) apply its own trademarks or distinctive signs to the Products without prior written consent from De Hoeve Multipower B.V.;
(iii) sell the Products under a brand other than the original one.

The Buyer shall immediately inform De Hoeve Multipower B.V. of:

(i) any infringement or threatened infringement of De Hoeve Multipower B.V.'s intellectual property rights of which it becomes aware;
(ii) any claim or assertion by third parties alleging that the Products infringe third-party intellectual property rights.

If a third party brings a claim against the Buyer for alleged infringement of intellectual property rights concerning the Products, the Buyer must immediately inform De Hoeve Multipower B.V. and enable De Hoeve Multipower B.V. to conduct the defense. The Buyer may not acknowledge or settle without prior written consent of De Hoeve Multipower B.V.

De Hoeve Multipower B.V. shall defend the Buyer at its own expense against third-party claims alleging that the Products, as delivered by De Hoeve Multipower B.V., infringe their intellectual property rights, provided:

(i) the Buyer has promptly notified De Hoeve Multipower B.V. in writing of the claim;
(ii) the Buyer has given De Hoeve Multipower B.V. full control of the defense and settlement negotiations;
(iii) the Buyer provides reasonable cooperation to De Hoeve Multipower B.V.

In the event a court order prohibits the sale or use of the Products due to infringement of third-party intellectual property rights, De Hoeve Multipower B.V., at its own option and expense, may: (i) obtain for the Buyer the right to continue using or selling the Products; (ii) replace the Products with equivalent, non-infringing products; (iii) modify the Products to avoid infringement; or (iv) terminate the agreement and refund the Buyer the paid purchase price (less a reasonable fee for the use of the Products).

The obligation to indemnify by De Hoeve Multipower B.V. under this article does not apply if the alleged infringement arises from: (i) modifications or adaptations of the Products by the Buyer or third parties without the consent of De Hoeve Multipower B.V.; (ii) combination of the Products with other products not supplied by De Hoeve Multipower B.V.; or (iii) use

of the Products in a manner not in accordance with De Hoeve Multipower B.V.'s specifications.

This article contains the complete and exclusive obligations of De Hoeve Multipower B.V. and the remedies of the Buyer with respect to infringement or alleged infringement of intellectual property rights concerning the Products.

11. Confidentiality

The Buyer is obliged to treat all information received from De Hoeve Multipower B.V. in connection with the agreement, and which is designated as confidential or should reasonably be regarded as confidential, strictly confidential ("Confidential Information"). This includes in particular:

(i) technical information, specifications, drawings, designs, and know-how;
(ii) commercial information, prices, discounts, and delivery conditions;
(iii) business strategies, marketing plans, and customer information;
(iv) financial data and trade secrets.

The Buyer undertakes to:

(a) use the Confidential Information solely for the purpose of performing the agreement;
(b) not disclose the Confidential Information to third parties without prior written consent of De Hoeve Multipower B.V.;
(c) take all reasonable measures to protect the Confidential Information from unauthorized access or disclosure;
(d) impose these obligations on its employees, agents, and subcontractors who gain access to the Confidential Information.

The confidentiality obligations apply for the duration of the agreement and for five (5) years after its termination. The obligations do not apply to information that: (i) is or becomes publicly known without breach of this provision; (ii) is lawfully obtained from a third party without confidentiality obligation; (iii) is independently developed by the Buyer without use of the Confidential Information; or (iv) must be disclosed pursuant to law, regulation, or court order, in which case the Buyer shall notify De Hoeve Multipower B.V. in advance.

12. Withdrawal / Termination

The agreement is entered into for the term that the parties agree in writing. In the absence of an explicit duration, the agreement shall be deemed to have been concluded for an indefinite period, whereby each party may terminate the agreement by giving three (3) months' written notice.

Without prejudice to other provisions of these Conditions, either party may rescind the agreement with immediate effect and without judicial intervention by written notice if:

(i) the other party is imputably in breach of a material obligation under the agreement and, after being put in default in writing, fails to remedy such breach within a reasonable period (of at least fifteen (15) days);
(ii) the other party is declared bankrupt, files for suspension of payments, enters liquidation, or any of its assets are seized;
(iii) the other party ceases or materially changes its business activities;
(iv) there is a material change of control of the other party without prior written consent of the first party.

Termination or rescission of the agreement shall not affect the rights and obligations of the parties which by their nature are intended to survive termination. This includes in any case: retention of title, intellectual property rights, confidentiality, liability, data protection, export control, and applicable law and jurisdiction.

13. Force Majeure

Neither party shall be liable for failure to perform its obligations under the agreement if and to the extent such failure is due to force majeure. Force majeure means any failure that cannot be attributed to the relevant party, regardless of whether it was foreseeable at the time of entering the agreement. Force majeure includes in any case:

(i) natural disasters, extreme weather conditions, floods, earthquakes;
(ii) war, acts of war, terrorism, riots, civil unrest;
(iii) strikes, work stoppages, lockouts;
(iv) epidemics, pandemics, quarantine measures;
(v) fire, explosion, leakage of hazardous substances;
(vi) failure or disruption of energy, transport, or communications;

(vii) governmental measures, embargoes, import or export restrictions;
(viii) shortages of raw materials or semi-finished products;
(ix) failures of suppliers or carriers.

The party invoking force majeure shall inform the other party in writing as soon as possible of the commencement and end of the force majeure situation, as well as its expected duration and the measures taken to mitigate its effects. During the force majeure period:

(i) the obligations of the party invoking force majeure shall be suspended;
(ii) delivery periods shall be reasonably extended;
(iii) obligations to pay for Products or services already delivered shall remain in full effect.

If the force majeure situation continues for more than six (6) months, either party has the right to terminate the agreement in writing, without any obligation to compensate damages. For Products already delivered or services already performed, the Buyer's payment obligation remains in place.

14. Export Control

The Buyer acknowledges that the delivery of the Products may be subject to national and international export control laws, sanctions, and other restrictions imposed by governmental authorities.

The Buyer undertakes to strictly comply with all applicable laws and regulations regarding the export, re-export, transfer, and distribution of the Products, including but not limited to those of the Netherlands, the European Union, the United States, and the United Nations.

The Buyer is responsible for obtaining all necessary export licenses, import licenses, and other government permits required for the export, re-export, or transfer of the Products. De Hoeve Multipower B.V. shall provide reasonable cooperation upon request in obtaining such permits but shall not be liable for the failure to obtain them.

The Buyer warrants that it will not export, re-export, transfer, or deliver the Products to persons, entities, or countries subject to sanctions or export restrictions, nor to persons or entities listed on sanctions lists or similar government lists.

The Buyer shall indemnify De Hoeve Multipower B.V. for all claims, damages, fines, losses, costs, and expenses (including reasonable attorney's fees) arising from the Buyer's breach of export control laws or its obligations under this article. De Hoeve Multipower B.V. may suspend performance of the agreement or terminate the agreement without liability to the Buyer if required by export control laws.

15. Data Protection

The parties shall process personal data in the performance of the agreement in accordance with applicable data protection legislation, including in any case the General Data Protection Regulation (GDPR) and the Dutch Implementing Act for the GDPR.

De Hoeve Multipower B.V. processes the personal data of the Buyer and its employees exclusively for the following purposes: (i) performance of the agreement; (ii) invoicing and collection; (iii) communication regarding Products and services; (iv) compliance with legal obligations; (v) improvement of products and services.

De Hoeve Multipower B.V. shall take appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. These measures include, among others:

(i) access controls and authentication;
(ii) encryption of data at rest and in transit;
(iii) regular backups;
(iv) employee training on data protection;
(v) incident response procedures.

Personal data shall not be retained longer than necessary for the purposes for which they were collected, taking into account applicable legal retention periods. After these periods, the data shall be securely deleted or anonymized. Data subjects have the following rights regarding their personal data:

(i) right of access;
(ii) right to rectification;

(iii) right to erasure ("right to be forgotten");
(iv) right to restriction of processing;
(v) right to data portability;
(vi) right to object;
(vii) right to lodge a complaint with the Dutch Data Protection Authority.

In the event of a data breach, De Hoeve Multipower B.V. shall notify the relevant authorities and, where applicable, the data subjects within the legally prescribed time limits.

If De Hoeve Multipower B.V. acts as a data processor for the Buyer, the parties shall conclude a data processing agreement in accordance with Article 28 GDPR. The provisions of such data processing agreement shall prevail over this general provision on data protection to the extent of any conflict.

Further information on the processing of personal data by De Hoeve Multipower B.V. can be found in the privacy policy, available on De Hoeve Multipower B.V.'s website.

16. Industrial Property Rights and Copyright

All drawings, designs, specifications, calculations, models, molds, prototypes, software, and other materials produced or used by De Hoeve Multipower B.V. in the performance of the agreement shall remain the property of De Hoeve Multipower B.V., even if the Buyer has contributed to their production costs. Copyright and all other industrial property rights in such materials rest exclusively with De Hoeve Multipower B.V.

The Buyer may not reproduce, publish, use for purposes other than performing the agreement, or make available to third parties the materials referred to in the previous paragraph, without prior written consent of De Hoeve Multipower B.V. The Buyer is obliged to carefully preserve these materials and return them to De Hoeve Multipower B.V. upon first request.

17. Final Provisions

The agreement and all legal relationships arising from it between De Hoeve Multipower B.V. and the Buyer shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

All disputes arising from or in connection with the agreement shall be submitted exclusively to the competent court of the Zeeland-West-Brabant District Court, location Breda, unless mandatory law designates another court. De Hoeve Multipower B.V., however, reserves the right to submit disputes to the court of the Buyer's domicile or place of business.

If one or more provisions of these Conditions are declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that approximates the purpose and scope of the original provision as closely as possible.

De Hoeve Multipower B.V. reserves the right to amend these Conditions from time to time. Amended Conditions shall be communicated to the Buyer and shall apply to new agreements from the date of notification. For ongoing agreements, amended Conditions shall only apply after express written acceptance by the Buyer, unless the change is necessary due to legislative changes.

Notices under the agreement must be given in writing and shall be deemed received: (i) upon personal delivery, at the time of delivery; (ii) when sent by registered mail, on the fifth business day after dispatch; (iii) when sent by email, on the business day after dispatch, provided no error notification has been received.

These Conditions are drafted in Dutch. Translations into other languages are provided solely for convenience. In case of discrepancies between versions, the Dutch version shall prevail.

> **Dutch Law & Jurisdiction**
> These Conditions are governed by Dutch law. The District Court of Zeeland-West-Brabant, Breda location, has exclusive jurisdiction. In case of discrepancies between language versions, the Dutch version prevails.