

Circle General Purchase Conditions 2024

These General Purchase Conditions apply to and form integral part of all requests for proposal, quotations and Purchase Orders. Customer expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier.

1. Definitions

In this document, **Agreement** means: the binding contract as described in article 2; **Customer** means the legal entity which issues the Purchase Order or request for proposal; Circle Infra Partners B.V. and/or its affiliated companies Circle Infra Services B.V. and Circle Wastewater Services B.V., each of them a Circle infra partners Group Company; **Goods** are the products, materials, liquids, equipment, design, software, rental properties, stored goods, and all related documentation to be supplied as specified in the Purchase Order. **Purchase Order** means the order issued by a customer including all related documentation; **Services** are the services and/or all pertaining deliverables to be provided as specified in the Purchase Order. **Supplier** means each person or legal entity that enters into an agreement with Customer.

2. Acceptance

These General Purchase Conditions, together with the relevant Purchase Order issued by Customer, set forth the terms and conditions for the supply of Services and/or the delivery of Goods by Supplier to Customer and will be binding to Parties at Supplier's acceptance (the Agreement). Any changes by Supplier are binding only, if accepted by Customer in writing. Performing of any part of a Purchase Order by Supplier will be deemed Supplier's unconditional acceptance thereof thus constituting the Agreement.

3. Commercial conditions

3.1 Supplier shall deliver the Goods and/or perform the Services against the price(s) mentioned in the Agreement. Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) exclusive of any Value Added Tax but (iii) inclusive all other taxes, duties, levies, fees (including license fees), charges and inclusive all costs.

3.2 Customer may authorize another Circle infra partners Group company to effect the payment due by Customer. Such payment shall discharge Customer from its respective payment obligation towards Supplier. In case an invoice is under dispute, Supplier shall not postpone its obligations. Customer has the right to set off amounts it owes to Supplier or any of its affiliates against amounts which Supplier or any of its affiliates owes to Customer.

3.3 To the extent Services are supplied on a reimbursable basis, Supplier shall keep records of all costs, expenditures and hours worked and shall provide Customer access thereto.

3.4 No Services will be invoiced prior to Customer's acceptance of the performance and Supplier shall invoice all outstanding items no later than one month after the agreed date of delivery subject to forfeiture of the right to payment.

3.5 In the event of expiry of the payment term, Customer shall owe Supplier as a maximum and sole remedy a compensation not exceeding the statutory interest in accordance with the Dutch Civil Code Volume 6, Article 119.

3.6 Supplier shall not be permitted to assign or pledge any claim against Customer. However, pledging to Supplier's banker is permitted after Customer's prior written consent.

4. Compliance

4.1 Supplier complies with all applicable (inter)national laws, rules and regulations, standards, and orders in connection with the performance of the Agreement, including those on international trade, such as embargos, import and export control and sanctioned party lists.

4.2 Supplier expressly warrants that it has good and marketable title to the Goods and deliverables of the Services supplied, including right to grant Customer intellectual property right(s). Supplier holds all licenses, permits, end-user statements and any other documents, required in the country of origin of transit and of destination to perform its obligations and will immediately notify Customer of any legal restrictions.

5. Delivery time

Supplier guarantees to deliver the Goods and/or Services without delay and interruption. Agreed delivery times are deadlines. Supplier shall immediately notify Customer of any foreseeable duration of delay.

6. Delivery, warranty, and acceptance of Goods

6.1 Unless explicitly agreed otherwise, the goods shall be delivered DDP site Customer according to Incoterms, latest version.

6.2 Delivery shall be made in adequate packaging. Costly and re-usable packaging shall be taken back by Supplier. Supplier shall timely provide Customer with (copies of) all applicable licenses, documents, information, specifications, and instructions necessary for safe and proper transport, use, treatment, process and storage of the Goods and with all certificates of analysis/conformity as usually supplied. If applicable, stored Customer's Goods will be redelivered in the original quantity, state and condition.

6.3 Supplier warrants that the Goods delivered function properly and meet the properties Customer may expect, and warrants that they will be in conformity with the specifications and requirements, be unused, produced with good materials and workmanship, free from any and all defects and from any and all liens and encumbrances or restricted rights such as, pledge, ownership reservation or right of retention and suitable for the intended purpose to the extent known to Supplier. These warranties shall extend to Customer and its customers.

6.4 Supplier shall promptly repair or replace any and all Goods within a period of 2 years after the date of acceptance or the date of first operational use, whichever date is later. Repaired or replaced Goods or parts will be warranted for another period of 2 years from the repair or replacement date. If requested, Supplier shall as far as possible make these goods available to Supplier until replacement Goods have been delivered. The warranty period shall be extended by any period(s) during which the Goods have been out of operation.

6.5 Any Goods delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s) may be rejected and returned for Supplier's risk and account and without prejudice to Customer's right to compensation for the losses and damages suffered as a result of such non-compliance.

7. Performance and acceptance of Services

7.1 Supplier warrants that the Services and its results are of good and meet Customer's expectations. Supplier shall perform the Services in accordance with the requirements and specifications of the Agreement, observing due skill and care, using proper and well maintained materials and employing sufficiently qualified staff.

7.2 Supplier shall properly and timely instruct Customer of any special use or treatment of the Services.

7.3 Only written confirmation of acceptance shall constitute acceptance of the Services performed.

7.4 Supplier will not outsource a service in whole or in part to third parties without Customer's prior written consent. Supplier remains fully liable for the performance by a third party and the fulfilment of all conditions as agreed in the Agreement.

8. Transfer of title

8.1 Title of the Goods deliverables and Services shall pass to Customer upon delivery at the delivery point as stated in the Agreement. However, if Customer pays for any Goods prior to delivery, title shall pass to Customer upon payment. If pre-payment has been agreed title of Goods shall pass to Customer upon payment and Supplier shall mark the raw materials and semi-finished products intended for the production of the Goods and the finished Goods and store them identifiably as Customer's Goods. Supplier will bear the risk of such goods until Customer's acceptance.

8.2 Title and risk of Goods under a rental service agreement remain with Supplier.

8.3 Title of stored Customer's Goods under a warehousing or processing agreement as well as the resulting goods remains with Customer. The risk of such Goods is transferred to Customer by delivery of these Goods to Customer.

8.4 In case a prepayment is made, Supplier shall provide a bank guarantee provided by a bank rated at least A by Standard & Poor's and with a minimum validity of two weeks after acceptance of the Goods.

9. Availability for inspection

9.1 Supplier shall make the Goods or the manufacturing process of the Goods and/or any place where the Services or part thereof may be carried out available at any time for inspection by Customer or its nominee has the opportunity to inspect.

9.2 Supplier shall diligently and continuously control and test the quality of the Goods and Services as well as the operations during manufacturing, storage, and delivery.

9.3 Inspection and/or testing does not relieve Supplier of any obligation, warranty, or liability under the Agreement.

10. Controlled changes

The implementation of any changes of and/or improvements to the Goods and/or (performance of the) Services including (business) processes, (raw) materials (including supply source) and/or any other changes require Customer's prior written approval. Supplier will inform Customer well in advance of such changes and will enable Customer to check and test the Goods.

11. EU and non-EU Chemical Control Regulations

Supplier confirms to be fully aware of EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") with regard to chemicals to be supplied under the Agreement within or into the European Union, and that the Goods or any of its substances fully meet the REACH requirements.

Supplier will provide the (pre-) registration number(s) to Customer. To the extent Goods or any of its substances fall within the scope of any other chemical control regulation, Supplier confirms and represents that the Goods or any of its substances are fully compliant with these regulations.

12. Sustainability, SHE and Security

12.1 Supplier represents and warrant that Supplier and its employees, shall fully comply with all applicable laws and the principles as stated in the Circle infra partners Supplier Code of Conduct which can be downloaded from the website of Circle infra partners and which will be made available by Purchaser upon the written request of Supplier.

12.2 Supplier complies with and acts in accordance with all applicable safety, health and environmental instructions, site regulations and any additional instructions www.chemelot.nl after registration on the intranet section, avoid pollution of soil and groundwater, limit air and noise pollution on Customer's site, comply with site and site access regulations as well as Customer's (network) security regulations. Supplier shall arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the customer and/or English and work in a safe, healthy, and environmentally responsible manner. Customer may audit these aspects of the execution of the Agreement. Supplier shall report any irregularity with respect to safety, health and environment and security. In case of an incident Supplier shall immediately take all measures to clean up, isolate or prevent pollution resulting from such incident and inform Customer thereof.

13. Indemnification, Liability and Force Majeure

13.1 Supplier shall be liable and hold Circle infra partners, Customer and their directors and employees and Customer's customers ("Indemnified Parties"), harmless from and indemnify them against any and all actual or damage, loss, injury, death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of Supplier's Goods by Indemnified Parties or any third party, the performance of the Services and the deployment of Supplier's Services by Indemnified Parties or any third party, except to the extent that such damage is caused by willful misconduct or gross negligence of Customer, its affiliated companies or its customers.

13.2 Supplier is fully liable for the correct and timely payment of all taxes and levies due in connection with the performance of the Agreement and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions, and any claims of third parties, including governmental or administrative authorities.

13.3 Supplier shall comply with the applicable tax legislation in force, such as the "regeling ketenaansprakelijkheid" or "inlenersaansprakelijkheid" and shall indemnify Customer for all claims by third parties in this respect. Consequently, Supplier shall invoice a part of the amounts due to be paid to a frozen tax account (G-account) sufficient to cover the tax and social levies due for the deliveries concerned. Supplier shall further either submit a valid "verklaring arbeidsrelatie" (VAR) or comply with the template agreements published by the Dutch tax authorities (Belastingdienst) and / or submit a declaration by the tax authorities concerning its actual payment behavior. If and to the extent applicable Customer is entitled to make appropriate payments directly to the concerning agencies and correspondingly reduce or set off the payment due to Supplier. If Supplier deploys personnel at the Customer who do not have Dutch nationality, Supplier shall provide Customer with all information, statements, permits etcetera in advance as required by Dutch law.

13.4 In no event shall Customer be liable towards Supplier for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Agreement.

13.5 Neither party shall be liable towards the other party for any non- or ill performance of the Agreement to the extent such performance has been delayed, interfered with or prevented by an event beyond the control of the party concerned, was not for its risk and not reasonably foreseeable (“Force Majeure”), provided that the party invoking Force Majeure immediately informs the other party of the cause, nature and expected duration of such Force Majeure circumstances and shall use its best efforts to fulfil its obligations by any means possible. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure. In case a situation of Force Majeure continues for more than 30 days, Customer shall be entitled to (partly) terminate or cancel the Agreement by written notice. Customer may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfil its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes.

14. Confidentiality

All information provided by or on behalf of Customer or developed in relation to the Agreement shall be treated as confidential and shall only be used by Supplier for the purpose of this Agreement. No information shall be disclosed to any of its employees or third parties unless to the extent necessary for the execution of the Agreement and on a strict need-to-know basis and under the obligation of a similar confidentiality obligation towards Customer except in case Supplier is requested to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall inform Customer prior to such disclosure. Supplier shall upon demand promptly return to Customer all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the Agreement as confidential. On request of Customer Supplier, its suppliers and its employees will sign a confidentiality agreement.

15. Obligations from the General Data Protection Regulation

Within the framework of the Agreement, the Supplier may process personal data for and on behalf of the Buyer and act as processor within the meaning of the General Data Protection Regulation (GDPR). The Supplier and the Purchaser will cooperate with each other in order to enable the other party to fulfil its obligations under the GDPR. If personal data are processed by the Supplier within the framework of the Agreement, the Supplier shall conclude with the Buyer a processor agreement drawn up for this purpose.

16. Ownership and intellectual property

16.1 All information such as documents, specifications and materials disclosed to Supplier remains the property of Customer. Supplier is not entitled to use or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Customer or any of its affiliates, without Customer’s prior written consent. Any authorized use shall be strictly in accordance with the instructions and for the purposes specified.

16.2 Supplier warrants that the Goods and/or Services, alone or in combination, do not infringe third party’s intellectual property rights.

16.3 Supplier acknowledges that all intellectual property rights, know-how, copyrights, and other rights developed by or on behalf of Supplier in the execution of the Agreement are Customer’s property and to the extent necessary assigns those rights by way of present and future assignment to Customer.

16.4 All intellectual property rights to software, including source code, sub-software, and documentation, developed explicitly for or on behalf of Customer shall rest with or be transferred to Customer. Intellectual property rights to other software shall remain with Supplier and Supplier shall grant Customer and its affiliated companies a non-exclusive, non-transferable, irrevocable, perpetual and royalty free license for the intended use.

17. Insurance

The Supplier shall take out and maintain such insurance policies as to cover the risks resulting from the Agreement and its execution. At the request of the Customer Supplier will provide the insurance certificates evidencing Supplier’s coverage and keep Customer informed of any changes.

18. Termination and suspension

18.1 Customer is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Supplier (i) in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or preventative legal scheme of settlement (ii) in case of non-compliance with import, export or chemical control regulations or the

provisions of safety, health, environment, and security (iii) in case of not approved changes in accordance with article 10 or does not comply otherwise with the Agreement. After such termination Customer may return received Goods and/or Services in whole or in part against repayment and retransfer of ownership therein to Supplier.

18.2 Customer may, at its sole discretion, completely or partly terminate or suspend the Purchase Order by written notice to Supplier. Customer and Supplier shall then consult on a reasonable compensation fee limited to the inevitable costs of labor, materials and tools originated before the date of termination or suspension, as well as its inevitable costs which directly resulting from such termination or suspension, and in the case of termination, reasonable profit and overhead on the services performed before the date of termination. The total amount of these costs will, together with the payments already transferred to Supplier, not exceed the price specified in the Purchase Order, excluding VAT.

19. Miscellaneous

19.1 Any provision(s) of the Agreement becoming ineffective or invalid will not affect the other provisions. Parties agree to replace the ineffective or invalid provision(s) by a provision of similar effect reflecting as closely as possible the intent of the original clause.

19.2 Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce such or any other obligation nor shall a waiver by either party of any breach be deemed a waiver of any previous or later breach. No waiver will have any effect unless made in writing, irrevocable and specifically describing the waived right.

19.3 Supplier shall not assign the Agreement in whole or in part without Customer's prior written consent. Such consent shall not relieve Supplier from and shall be subject to compliance with any of the obligations under the Agreement. Customer is entitled to assign this Agreement or any part thereof to any Circle infra partners Group company on prompt notice to Supplier.

19.4 Nothing in the Agreement shall be deemed to constitute either party as the agent of the other or create a partnership, joint venture, or employment relation between the Parties.

19.5 This Agreement shall be governed exclusively by the laws of The Netherlands with the exception of its conflict of laws principles. The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna on 11th of April 1980, shall not be applicable. Any transport of Goods to or from a warehouse which may be part of the Services is subject to the provisions of the treaty governing the transport mode.

19.6 Any dispute shall in first instance be submitted to the competent court at Maastricht, The Netherlands. Pending a dispute neither party shall be excused from performing any of its obligations under the Agreement, except for obligations directly affected by the dispute.

19.7 Expiry, termination, or cancellation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination, or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.