

GENERAL PURCHASING CONDITIONS

Definitions

- a) **General purchasing conditions:** these provisions.
- b) **Buyer:** Nedri Spanstaal B.V. (hereinafter 'Nedri'), who concludes a written agreement and/or places an order verbally, in writing or digitally.
- c) **Seller:** the party that sells products and/or services to Nedri and/or with whom Nedri enters into an agreement.
- d) **Agreement:** Any written and/or verbal agreement for the delivery of products and/or services to Buyer.
- e) **Quotation:** Any verbal and/or written offer to Nedri to enter into an agreement and/or assignment with the (potential) Seller.
- f) **Materials:** All reports, advice, results, drawings, databases, concepts, presentations and other written and/or digital documents and/or goods and/or services supplied by the Seller to Nedri.

Applicability of the General Purchasing Conditions

1. These General Terms and Conditions apply to all offers, quotations, agreements, orders, work and/or services of any nature whatsoever that are supplied and/or offered to Nedri.
2. Any general terms and conditions of the Seller are explicitly excluded. If and to the extent that Nedri provides these General Terms and Conditions later than the Seller, the Seller's General Terms and Conditions will be immediately set aside by providing these General Terms and Conditions. These General Terms and Conditions apply exclusively.

Agreement

3. Quotations are based on the information provided by Nedri. The Seller guarantees that all information provided is fully documented and guarantees that all information is included in the quotation and/or agreement offered. Changes that result in a price increase, after Nedri has accepted the Seller's offer, are prohibited.
4. The purchase is made by placing an order with Nedri, which has been accepted in writing by the Seller.
5. The delivery times agreed on with Nedri are final deadlines. The delivery period only starts once Nedri has confirmed the order.
6. Changes and/or additions to an Agreement are only binding if confirmed in writing by Nedri.
7. If the Seller expects not to comply with the delivery period, he must immediately notify Nedri of this in writing.
8. If the Seller fails to deliver in time, Nedri is entitled to claim compensation and the Seller must pay this and Nedri is entitled to dissolve the agreement without judicial intervention and/or any notice of default.

Delivery

9. The risk of the Materials is transferred at the time they have been delivered to the address desired and specified by Nedri.

Quality and warranties

10. The delivered Materials must comply with the agreed specifications, standards and laws and regulations.
11. The Seller guarantees that the goods are free from defects and fit for their intended use.
12. If defects are discovered within a period of 12 months after delivery, the Seller must repair or replace them free of charge, without prejudice to the provisions of Articles 25 and 26.

Payment

13. Payment of the invoice provided by the Seller will be made within the period agreed on with Nedri.
14. Invoices must comply with statutory requirements and clearly refer to the order in question.

Liability and Indemnity

15. The Seller is liable for all damage resulting from defects in the goods or services delivered.
 16. The Seller indemnifies Nedri against third-party claims arising from defects in the delivery.
- ### Force Majeure
17. In the event of force majeure, the supplier has the right to extend the delivery period, provided that he informs Nedri immediately.
 18. If the force majeure situation lasts longer than 14 days or the Seller expects the force majeure situation to last longer than 14 days, Nedri has the right to dissolve the agreement without being liable for any compensation.

Complaints and Liability

19. If Nedri has reported a defect and Nedri has determined that the materials contain a defect, Nedri may choose to have the materials delivered again within a period to be determined by Nedri, or Nedri may decide to have the materials credited and to refund the purchase price, without prejudice to the provisions of Articles 25 and 26.

Confidentiality

20. The Seller undertakes to maintain confidentiality of all business information of Nedri that he obtains in the context of the agreement.

Statutory obligations

21. The Seller guarantees that all delivered Materials (and products) comply with the applicable laws and regulations regarding the processing and use of chemical and toxic substances, as laid down in national and European legislation, including the REACH regulation and other relevant environmental and safety regulations in the country where Seller is established and the country where Nedri is established.
22. At Nedri's first request, all information relating to the product will be provided to Nedri, demonstrating that the obligations referred to in Article 21 have been met.
23. Where applicable, the Seller will voluntarily provide Nedri with all mandatory legal documents, including Safety Data Sheets, Registration Confirmation(s), Declaration(s) of Conformity, Communication(s) on Substances of Very High Concern and use-specific recommendations.
24. The starting point is that Nedri does not purchase materials that contain toxic and/or chemical substances. The products supplied to Nedri must, by definition, be free from radioactive contamination.
25. If and to the extent that the Seller violates the provisions of Articles 20 to 23, he will be liable for all damage suffered by Nedri, including but not limited to any fines and/or additional assessments imposed.

Liability

26. If and to the extent that Nedri has suffered damage as a result of incorrect performance of the agreement by the Seller, or on the basis of an unlawful act by the Seller, or on any other grounds, the Seller will be liable for the damage suffered by Nedri.
27. The Seller is liable for any consequential damage, loss of business, indirect damage, loss of profit and/or any other damage.

Applicable law

28. All agreements and/or all legal discussions and/or all legal disputes with Nedri are subject to Dutch law. The competent Court of the District of Limburg has exclusive jurisdiction in the first instance to hear disputes between Nedri and the Buyer.