

Unofficial translation of the 'Algemene Inkoopvoorwaarden HyCC' as filed with the Court for Midden-Nederland, Utrecht. In case of any discrepancy between this English translation and the original Dutch version, the Dutch version shall always prevail.

General Terms and Conditions of Purchase HyCC B.V. Version 1.0 2023
Van Asch van Wijckstraat 53, 3811 LP Amersfoort www.hycc.com

General conditions of purchase HyCC (Version 1.0 2023)
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I General

Clause 1 Definitions

Delivery: the provision of possession of Goods by Supplier to HyCC, or the provision of Goods by Supplier to HyCC in the case of entering into a lease agreement

General Conditions: these general terms and conditions of purchase of HyCC

Services (Service): the work to be performed by Supplier for a specific need of HyCC, not being Delivery of Goods HYCC

HyCC: Hydrogen Chemical Company (HyCC) B.V., established in Amersfoort, the Netherlands

Supplier (or Contractor): the contracting party of HyCC mentioned in these General Terms and Conditions and/or in the Agreement

Goods: all items and all property rights within the meaning of clause 3:1 of the Dutch Civil Code

Quotation: an offer by Supplier within the meaning of the Dutch Civil Code

Agreement: all that has been agreed upon between HyCC and Supplier in these General Terms and Conditions and/or the Agreement, including its annexes

Parties/Party: HyCC and/or Supplier

Personnel: the staff members or other persons/third parties to be engaged by Supplier for the performance of the Agreement who are or will be working under the responsibility of Supplier under the Agreement

Performance(s): Delivery of Goods and/or the Provision of Services.

Clause 2 Scope

2.1. These General Terms and Conditions shall apply to every Agreement and all resulting legal actions.

2.2. Deviation from these General Terms and Conditions is only possible if the Parties have expressly agreed to this in writing.

2.3. If any provision of these General Terms and Conditions and/or of the Agreement is null and void or annulled, the other provisions will remain in force and the Parties will enter into discussions to agree to a new provision (or provisions) to replace the null and void or annulled provision(s), whereby the purpose and intention of the null and void or annulled provision(s) will be taken into account as much as possible insofar as it would not lead to the nullity of the new provision.

2.4. HyCC expressly rejects the applicability of general terms and conditions of the Supplier to the Agreement, unless otherwise agreed in writing by the Parties.

Clause 3 Conclusion of Agreement

3.1. All actions performed by the Supplier prior to entering into the Agreement shall be and remain at the expense and risk of the Supplier.

3.2. An Offer from the Supplier shall have a validity period of 90 days from the date of the Offer or as much longer or shorter as stated in HyCC's request for offer.

3.3. Agreements shall become effective with Supplier's acceptance of HyCC's purchase order or by the Parties entering into a specific purchase agreement. A purchase order shall be deemed accepted when Supplier has explicitly accepted the purchase order or as soon as Supplier has started to execute the purchase order.

II Performance of Agreement

Clause 4 General and specific obligations Supplier

4.1. Supplier shall keep HyCC informed about the execution of the Agreement and provide information if requested. Supplier shall be obligated to, among other things, but not limited to, immediately inform HyCC in writing of facts and circumstances that may lead to a delay in Performance or that have not been taken into account in the Agreement.

4.2. In fulfilling its information obligation, Supplier shall inform HyCC in a timely manner of the financial consequences and risks associated with HyCC making different or more requirements, HyCC postponing or changing decisions and/or the Agreement and the occurrence of circumstances, which were not taken into account when the Agreement was entered into.

4.3. Subject to the prior written approval of HyCC, Supplier may have all or part of the performance of the Agreement executed by third parties or transfer rights and/or obligations arising from the Agreement to third parties. Supplier shall at all times be responsible for the performance of work under the Agreement by third parties it has engaged. If third parties are instructed, such third parties shall not have any direct contact with HyCC.

4.4. In executing the Agreement, Supplier shall comply with all applicable regulations under or pursuant to the law and observe the agreements that HyCC has entered into with third parties, insofar as these agreements are (or may be) known to Supplier.

4.5. HyCC may give further instructions for the execution of the Agreement, which Supplier shall comply with unless this cannot reasonably be required of Supplier.

Clause 5 General and specific obligations HyCC

5.1. HyCC shall at the request of Supplier provide all information and data to the extent reasonably necessary for the Supplier to properly execute the Agreement.

5.2. HyCC shall provide all cooperation reasonably required by the Supplier for the proper performance of its obligations under the Agreement.

5.3. HyCC shall pay Supplier for the work performed by Supplier in accordance with the relevant provisions in these General Terms and Conditions in clauses 17 and 18 and in the Agreement.

Clause 6 Quality, inspection and warranty

6.1. Supplier warrants, on the date of delivery of the Performance and for a period of 24 (twenty-four) months thereafter, that the Performance delivered complies with the Agreement, with the standards generally applicable in HyCC's line of business and/or requirements set by HyCC, and with the regulations applicable by or pursuant to law or treaty regarding, but not limited to, quality, health and safety and the environment.

6.2. HyCC shall be entitled to inspect the Performance and Supplier shall cooperate where reasonably requested to do so.

6.3. In addition to the provisions of clause 6.1 above, Supplier warrants that the Delivered Performances shall in any case, but not exclusively, comply with the following provisions;

- (i) the Goods complies with the description provided by the Supplier orally and/or in writing;
- (ii) the Goods are new and free of defects and not subject to any third party rights;
- (iii) the Goods and/or Services are fit for the purpose for which the Agreement is entered into;
- (v) the Services will be performed by Supplier in a competent and uninterrupted manner;

- (vi) the Goods bear an indication of the manufacturer or the person who placed the Goods on the market if different from the Supplier;
- (vii) the Goods are provided with and accompanied by all data and instructions necessary for proper and safe use by HyCC, employees of HyCC or customers of HyCC;
- (viii) the Goods are provided with and are accompanied by all documentation requested by HyCC, whether such documentation is requested by HyCC before, during or after the conclusion of the Agreement.

Clause 7 Confidentiality

7.1. The Parties undertake not to disclose in any way - in writing, orally, through channels of social media or otherwise - or use for purposes other than those provided for in the Agreement, anything that comes to their knowledge during the performance of the Agreement and of which the confidential nature is known or should have been known (hereinafter: "**Confidential Information**"), except to the extent that any statutory regulation or court order requires disclosure.

7.2. The Parties shall require employees or third parties engaged by them to comply with this duty of confidentiality.

7.3. Supplier shall be obligated to have Personnel of Supplier sign a separate confidentiality declaration at the first request of HyCC.

7.4. The aforementioned confidentiality obligations shall not apply with respect to Confidential Information that: a. is generally known at the time of its receipt by the receiving Party, or becomes generally known thereafter other than as a result of the acts of the receiving Party; b. is made freely available to the receiving Party by a third party who was authorized to make it available; c. was freely available to the receiving Party prior to its receipt from the other Party; d. was independently obtained by the receiving Party without reference to that information; e. is requested by the appropriate authorities.

7.5. Confidential Information shall be disclosed to third parties only after joint consultation and prior written consent by both Parties.

7.6. The aforementioned confidentiality obligations shall end five years after the termination of the Agreement, unless otherwise agreed.

7.7. Supplier shall not issue any press releases or make any other public announcements (implicit or explicit) regarding the Agreement and/or its relationship with HyCC except with the prior written consent of HyCC. Consent is not required if the provision of information is based on a legal obligation. Supplier shall not use HyCC's name as a reference and shall not use any domain name, word or figurative trademark and/or logo of HyCC except with HyCC's prior written consent.

Clause 8 Intellectual property

8.1. Supplier grants HyCC a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use/license with regard to (possible) intellectual property rights regarding the Goods and/or Services provided by Supplier. This right of use includes the right to provide such right of use/license to (potential) customers or other third parties with whom HyCC maintains relations in connection with the conduct of its business.

8.2. Supplier warrants that the Goods and accessories purchased or leased by HyCC, as well as the Services provided to HyCC, and everything that accompanies or results from them, are free of any

encumbrances and restrictions that could prevent their free use by HyCC and/or its employees and/or customers, and indemnifies HyCC against all claims of third parties in this regard.

8.3. In the event of third-party claims, Supplier shall make every effort, in consultation with HyCC, to ensure that HyCC will be able to continue the undisturbed use of the delivered Goods.

8.4. In the event of third-party claims to which the above-mentioned indemnification obligation applies, Supplier shall compensate all damages suffered by HyCC, including legal costs, which also include reasonable attorney's fees for conducting legal proceedings.

Clause 9 Amendment of Agreement

9.1. HyCC is authorized to amend and/or supplement the Agreement in writing, subject to consultation with and agreement by the Supplier to the consequences of the amendment or supplement.

9.2. In this context, the Parties shall remain within the bounds of reasonableness and fairness.

Clause 10 Access to premises and buildings HyCC

10.1. Before commencing performance of the Agreement, Supplier shall inform itself of the conditions on the premises and in the buildings where preparations for and delivery of Goods and/or Services take place. Supplier shall ensure that its presence and the presence of Personnel of Supplier on the premises and in these buildings do not impede the uninterrupted progress of the work of HyCC and third parties.

10.2. Supplier and Personnel of Supplier shall, before commencing performance of the Contract, acquaint themselves with the content of the rules and regulations applicable on the premises and in the buildings of **Employer/HyCC**, including those relating to safety, health and the environment, and behave accordingly.

Clause 11 Time of fulfillment

11.1. The Supplier shall be in default by operation of law after the term(s) for the Performance of the relevant Deliverable(s), as stated in these General Terms and Conditions and/or in the Agreement, have expired and the relevant Deliverable(s) have not been fulfilled or have not been fulfilled in full. All terms stated in these General Terms and Conditions and/or in the Agreement are to be regarded as deadlines for the Supplier in this respect, unless expressly stated otherwise.

11.2. Supplier shall inform HyCC in writing in a timely manner and with reasons of any delay and the measures that Supplier shall take to minimize the delay and any possible resulting damage.

Clause 12 Default

12.1 If one of the Parties should be in default of their obligations under the Agreement, the other Party shall send a registered letter to the failing Party offering a reasonable time for remedy of such default before exercising the Party's statutory rights, except for those cases in which notice of default may be omitted pursuant to the Dutch Civil Code, in which cases the defaulting Party is immediately in default.

Clause 13 Force majeure)

13.1. Supplier may only rely on force majeure against HyCC if Supplier notifies HyCC in writing of the existence of force majeure as soon as possible, submitting documentary evidence.

13.2. In the event of force majeure on the part of a Party, performance of the Agreement shall be suspended in whole or in part for the duration of the force majeure, without either Party being liable to pay any compensation in this regard. If the force majeure event lasts longer than fourteen (14) days, the Party not relying on force majeure shall be entitled to terminate the Agreement by written notice with immediate effect and without judicial intervention, without this giving rise to any right to compensation.

13.3. Force majeure on the part of the Supplier in any case does not include causes for which the Supplier should reasonably have made provisions, for example: lack of Personnel of the Supplier, strikes at the Supplier, non-performance of third parties engaged by the Supplier, transport problems on the part of the Supplier or on the part of the third parties engaged by the Supplier, failure of auxiliary materials, liquidity or solvency problems at the Supplier, lack of raw materials or materials at the Supplier's and/or government measures at the expense of the Supplier.

Clause 14 Liability and insurance

14.1. Any failure in the performance of Supplier's obligations shall entitle HyCC to require Supplier to remedy all or part of the failure and/or consequences thereof at Supplier's risk and expense.

14.2. Supplier is liable to HyCC for damages suffered or to be suffered by HyCC, on the understanding that the liability per event is limited to the amount of the order value.

14.3. The limitation of liability included in paragraph 2 of this article shall lapse i) in the event of third-party claims for damages as a result of death or injury, and/or ii) in the event of intent or gross negligence on the part of Supplier and/or Personnel of Supplier.

14.4 Supplier shall indemnify HyCC against all third party claims in connection with the Agreement concluded between Supplier and HyCC, including as a result of Supplier's performance of the Agreement and the agreed and/or reasonably foreseen use or application of the Goods or Services provided.

14.5. Supplier shall adequately insure itself with respect to the liability and indemnification obligations mentioned in this article. This insurance obligations shall also extend to Personnel of Supplier involved in any way in the performance of the Agreement.

14.6 Insurance funds paid by Supplier's insurer directly to HyCC shall be deducted from any compensation payable by Supplier to HyCC in respect of that insured occurrence.

14.7. HyCC shall not be liable for damages suffered on the part of Supplier, unless the damages are the result of intentional or deliberate recklessness on the part of HyCC, and are covered by HyCC's insurance in which case HyCC shall compensate damages suffered by Supplier only to the extent and only when Supplier's damages are reimbursed by HyCC's insurer.

Clause 15 Penalty

15.1. Where a penalty provision has been agreed in the Agreement, such penalty shall be immediately due and payable without judicial intervention, notice of default or demand.

15.2. The penalty shall be without prejudice to any other rights or claims, including, but not limited to, HyCC's claim for Performance and right to damages.

Clause 16 Applicable law and disputes

16.1. These General Terms and Conditions and the Agreement, as well as the formation and interpretation thereof, shall be exclusively governed by Dutch law.

16.2. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

16.3. If a dispute arises in relation to these General Terms and Conditions and/or the Agreement, either Party shall be entitled to submit the dispute to the competent court in the district where HyCC has its registered office.

III Financial Provisions

Clause 17 Prices, additional work and reduced work

17.1. The Supplier shall perform the Agreement at the prices in Euros stated in the Agreement.

17.2. Additional work not reasonably included in the Agreement shall be permitted only to the extent that they are attributable solely to HyCC and accepted by HyCC in writing.

17.3. Additional work shall be taken into consideration by Supplier only after the content and additional budget have been agreed in writing with HyCC.

17.4. Settlement of additional or reduced work shall take place at a maximum of the rates as included in Supplier's Quotation, unless otherwise agreed in writing between Parties.

17.5. Insofar as prices and rates for additional or reduced work are not included in the Agreement, the Supplier undertakes to offer only market rates for additional or less work.

Clause 18 Invoicing and payment

18.1. On the invoice the Supplier shall as a minimum state;

(i) the legal requirements with which the invoice must comply, namely: name, address, zip code, place of residence, bank/giro number and the necessary IBAN and BIC data, VAT number, Chamber of Commerce number;

(ii) Supplier's billing address;

(iii) the total invoice amount including and excluding VAT;

(iv) and any further requirements to be agreed in consultation with HyCC.

18.2. Supplier shall follow a payment period of at least 30 (thirty) days after receipt of the invoice or as much longer or shorter as agreed in writing between the Parties. HyCC shall pay Supplier's invoice within the payment term used.

18.3 If the Goods or Services do not comply with the Contract, HyCC shall be entitled to suspend payment in whole or in part in proportion to the failure. Exceeding a payment term or non-payment by HyCC of an invoice based on suspected substantive inaccuracy or unsoundness of the invoiced Performances shall not entitle the Supplier to suspend or terminate its Performance.

IV Provisions relating to Delivery of Goods

Clause 19 Delivery

19.1. Unless another time or place has been agreed in writing, Delivery shall take place exclusively on working days during HyCC's opening hours. Supplier shall notify its carrier accordingly.

19.2. Supplier shall make available to HyCC all manuals and product information belonging to the Goods, as well as any quality marks or certificates, drawn up as much as possible in the Dutch language, without additional costs, even if the manufacturer is not the same party as Supplier.

19.3. Supplier shall, at its expense and risk, remedy all defects to the delivered Goods after Delivery or completion within a reasonable period set by HyCC upon first notice by repair or replacement.

Clause 20 Transport

20.1. Supplier shall be responsible for Delivering the Goods to HyCC. At Supplier's request, HyCC may provide assistance with manpower or equipment during transport. However, the risk of transportation shall always remain with Supplier.

20.2. Supplier shall adequately insure itself with regard to the transport and the possible damages that may arise from it.

Clause 21 Acceptance of Goods

21.1. Risk and title in respect of the Goods shall pass to HyCC upon acceptance of the Goods by HyCC.

21.2 Acceptance of the Goods shall be made by written declaration by HyCC, after Delivery of the Goods. If HyCC does not accept the Goods, it shall give reasons why acceptance is withheld.

21.3 HyCC shall be entitled to subject the Goods to inspection before accepting the Goods.

V Provisions relating to the provision of Services

Clause 22 Services

22.1. Supplier shall perform the Services within the time and at the place as included in the Agreement.

22.2 Supplier shall bear full responsibility for its own Performance, Performance of Personnel of Supplier, as well as Performance of any third parties engaged by Supplier.

22.3. Approval of the Services shall be made by written declaration by HyCC. If HyCC does not approve the Services, it shall state its reasons for withholding approval.

Clause 23 Personnel of Supplier

23.1. Insofar as Services are performed at the office/building and/or in the public area of HyCC, Supplier, Personnel of Supplier and third parties engaged by Supplier shall comply with the established house rules for that office/building and/or that public area of HyCC, whereby the provisions of clause 10.3 of these General Terms and Conditions shall apply accordingly.

23.2. If during the execution of the Agreement it appears that Personnel of Supplier does not function in the interest of the proper execution of the Agreement and/or cannot (properly) continue their work due to circumstances, HyCC shall be entitled to have the relevant person replaced by Supplier.

23.3. Supplier warrants that Personnel of Supplier are entitled to perform work and provide the Services in the Netherlands.

23.4 Supplier is responsible for and liable for compliance with the obligations arising from the Agreement under tax and social security legislation, including obligations related to the Employee Insurance Administration Agency (UWV). Supplier shall indemnify HyCC against all claims in this

regard. Supplier shall - if required by law or required by HyCC - work with a G account. If HyCC is faced with an additional levy, these costs shall be recovered by HyCC from Supplier on a one-on-one basis.

Clause 24 Term of the Agreement

24.1. The term of individual Agreements shall be included in the Agreements themselves and shall always apply from the date of signature of that Agreement.

24.2 Any termination of the Agreement shall not affect the continuation of the provisions of the Agreement and of these General Conditions, which, in view of their content, are deemed to continue, including - but expressly not limited to - the provisions relating to confidentiality, liability and warranty.

Clause 25 Termination

25.1 HyCC shall be entitled to terminate the Agreement with immediate effect without judicial intervention and without notice of default, if:

- (i) one of the conditions in the Agreement is not properly fulfilled by Supplier and no rectification by Supplier takes place within one week after notice of default by HyCC;
- (ii) Supplier has passed a resolution to dissolve the legal entity or its business;
- (iii) the control of Supplier becomes vested in another person or company than at the time of entering into the Agreement;
- (iv) bankruptcy is applied for or declared with respect to the Supplier or suspension of payments, provisional or not, is applied for or granted;
- (v) Supplier merges, splits up or transfers all or part of its business or company in any way;
- (vi) Supplier is in a situation of force majeure for more than fourteen days;
- (vii) revocation of permits of the Supplier necessary for the Performance of the Agreement;
- (viii) attachment of a substantial part of the Supplier's assets; or
- (ix) garnishment under HyCC at the Supplier's expense.

25.2. Any termination referred to in paragraph 1 shall be effected by registered letter on the part of HyCC.

25.3. In case of dissolution by HyCC as referred to in paragraph 1, HyCC shall not owe any compensation to Supplier for any Performance not actually performed by Supplier. Any undue payments made to Supplier shall be repaid by Supplier to HyCC, plus statutory interest from the date of payment. All claims that HyCC may have or acquire against Supplier in the above cases shall be immediately be due and payable in full.

Clause 26 Final provisions

26.1. Notices which the Parties shall give to each other under the Agreement shall be in writing.

26.2 The failure by either Party to demand performance of any provision within an agreed period shall not affect the right to demand performance unless the Party concerned has expressly agreed in writing to the non-performance.

26.3. Unless otherwise agreed in the Agreement, communications relating to the Agreement, regardless of the form, shall be in the Dutch language.

26.4. These General Terms and Conditions may be cited as "HyCC General Conditions of Purchase".



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