



Toray Advanced Composites

GENERAL TERMS AND CONDITIONS TORAY ADVANCED COMPOSITES NETHERLANDS B.V.

1. ARTICLE 1 - APPLICABILITY AND SCOPE

- 1.1 These terms and conditions shall apply to any offer and any agreement by and between Toray Advanced Composites Netherlands B.V. or any of its affiliated entities (hereinafter: the “**Vendor**”), and any other legal entity or individual (hereinafter: the “**Purchaser**”), relating to the supply of goods and/or the provision of services by the Vendor to the Purchaser, unless expressly and unequivocally varied in writing by the parties.
- 1.2 By requesting a quotation or by entering into an Agreement, the Purchaser accepts the applicability of these terms and conditions. Any terms and conditions of the Purchaser shall not apply and are expressly rejected by the Vendor.
- 1.3 In these terms and conditions, “**supply of goods**” or references to “**goods**” means and shall include the supply of goods, the provision of any services and the performance of works, regardless of its nature.
- 1.4 Each and any term in these terms and conditions are mandatory deadlines and any exceedance shall constitute a default.
- 1.5 If any provision of these terms and conditions or the Agreement with Purchaser is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by law, and the remainder shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been included. The parties shall use their best efforts to replace any such invalid, illegal, or unenforceable provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 1.6 The Vendor is entitled to unilaterally amend these terms and conditions without prior written approval at any time. The Vendor shall notify in writing the Purchaser of any amendments at least one (1) month prior to their effective date. Both the Vendor and the Purchaser shall be bound by the amended Terms and Conditions in relation to all new orders as of the effective date.

2. ARTICLE 2 - CONCLUSION OF AGREEMENTS

- 2.1 All offers and/or quotations made by the Vendor are non-binding and shall remain valid for a period of thirty (30) days. Upon expiry, the offer and/or quotation shall be deemed revoked.
- 2.2 Any order placed with the Vendor by the Purchaser shall only be deemed to constitute an agreement upon receiving a written confirmation sent by the Vendor (hereinafter: “**Order Confirmation**”).
- 2.3 Any Order Confirmation issued by the Vendor to the Purchaser shall -together with these terms and conditions- be regarded as the applicable agreement between Vendor and Purchaser. The Purchaser agrees to, accepts and acknowledges the (contents of the) Order Confirmation including the applicability of these terms and conditions, with waiver of any terms and conditions of Purchaser, unless they notify the Vendor in writing within seven (7) days after receiving the Order Confirmation about any disagreements or objections.
- 2.4 Information contained in price lists, brochures and any other promotional materials shall not be binding on the Vendor and shall not be part of the agreement.

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3. ARTICLE 3 - PRICES

- 3.1 All prices quoted by the Vendor are exclusive of VAT and any other government levies and charges unless specified otherwise.
- 3.2 All prices quoted by the Vendor are based on cost factors prevailing at the time of conclusion of the agreement, such as but not limited to exchange rates, manufacturers' and (raw) material prices, wage and transport costs, taxes, and other government levies (to the extent these are for the account of Vendor). If the cost factors, individually or in total, increase as a result of government measures, the Vendor shall be entitled to pass on such price increase and unilaterally increase the agreed upon price to level out the negative effect of the government measures, without any right of dissolution for the Purchaser. If the cost factors, individually or in total, increase with five (5) percent or more as a result of factors other than government measures, the Vendor shall be entitled to unilaterally increase the agreed upon prices to level out the effect of the increase cost factors and, both the Purchaser and the Vendor shall be entitled to dissolve the agreement by written notice within ten (10) days after the price increase notification.

4. ARTICLE 4 - PAYMENT

- 4.1 Payments shall be made by the Purchaser pursuant to the payment terms stated on the relevant invoice. The Purchaser agrees to and acknowledges the waiver of any right of deduction, set off, discount or suspension.
- 4.2 In case of late payment, Vendor may charge statutory interest as well as all actually incurred collection costs, with a minimum of ten (10) percent of the outstanding amount.
- 4.3 At first request thereto, Purchaser shall provide Vendor with adequate security for any outstanding or future obligations.

5. ARTICLE 5 - DELIVERIES AND TRANSPORTATION COSTS

- 5.1 Any delivery of goods shall be made by the Incoterms as specified on the relevant quotation or purchase order. In case an Incoterm in group E or F is used, the Purchaser shall provide, upon request of the Vendor, any transportation documents, including but not limited to delivery confirmations and customs documentation.
- 5.2 The Vendor is entitled to unilaterally deliver up to ten (10) percent more or less than the agreed quantity.
- 5.3 The Purchaser agrees and acknowledges that they are obligated to accept delivery of the goods upon delivery and/or placement at their disposal in accordance with the agreement. If the Purchaser refuses or delays delivery or defaults in providing requisite information or instructions for executing the delivery, the Purchaser shall be liable for all costs and expenses (including but not limited to storage, transportation and legal fees) made by Purchaser or third parties as a result of the default. Furthermore, the Vendor shall be entitled to take back or forfeit the goods, while Purchaser remains liable to pay the purchase price and all associated costs and expenses incurred by Purchaser in relation thereto.
- 5.4 If the Vendor and Purchaser concluded an agreement in which the quality of the goods, such as the design features, is not specified and/or in which the delivery per unit time is not yet determined (hereinafter: "**Block Order**"), the Purchaser shall specify design features and/or the delivery per unit time within ten (10) days after concluding the agreement. Any agreed upon delivery date shall than be deemed extended with ten (10) days. If the Purchaser is in default of the aforementioned obligation, but provides the Vendor with the required specifications within ten (10) days after the (10) ten day

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period has elapsed, the Vendor is entitled to execute the Block Order with extension of the agreed delivery period with a period of thirty (30) days or it may dissolve the Agreement, whereby the Purchaser agrees and accepts to be liable for any damages of Vendor as a result thereof.

- 5.5 Any agreed delivery time shall not constitute a strict deadline. Delivery times stated by the Vendor shall commence on the date the agreement is concluded, provided that the Vendor has at its disposal all the information necessary for execution of the agreement. The Purchaser agrees and acknowledges that the stated delivery date indicates the date on which the goods will be shipped by the Vendor. Any delivery date referring to a year and week number shall mean the Friday of that week using international week numbering.
- 5.6 Any order modifications by the Purchaser shall extend the agreed delivery time with a period needed for Purchaser to effect the order modifications.
- 5.7 The Purchaser agrees and accepts delivery in instalments and corresponding invoicing in instalments by the Vendor.

6. ARTICLE 6 - DEFECTS; COMPLAINT DEADLINES

- 6.1 The Purchaser agrees and acknowledges that the delivered goods may contain minor deviations from the contractual description, for instance in relation to sizes, quantity, weight, colour fastness and dimensional variations. In addition, the Purchaser agrees and acknowledges that they cannot derive any rights or claims from these minor deviations. Any deviation shall be considered minor if it is customary in the sector or technically unpreventable.
- 6.2 Upon delivery, the Purchaser shall inspect the delivered goods in order to verify whether the goods are delivered in accordance with the agreement. The Purchaser shall notify the Vendor in writing about any visible defects or shortages within ten (10) days of delivery. After this period the delivered goods are deemed to be accepted and no claims can be made in relation to any visible defects or shortages. All claims in relation the delivered goods other than visible defects or shortages should be made within ten (10) days after discovery and ultimately within one year after conclusion of the agreement. Vendor shall not be liable for any compensation if claims are made outside of these final notification periods.
- 6.3 Goods shall only be returned by the Purchaser to the Vendor with prior written consent of the Vendor.

7. ARTICLE 7 - RETENTION OF TITLE

- 7.1 Notwithstanding delivery and the passing of risk, title to all goods supplied or to be supplied by the Vendor to the Purchaser under any agreement, including all ancillary items, documentation, and packaging, shall remain vested in the Vendor until the Purchaser has fully discharged all current and future payment obligations arising from or in connection with:
- a. the delivery of such goods and any related or subsequent goods or services to the Purchaser; and
 - b. claims of the Vendor due to the Purchaser's failure to perform any such agreements, including claims for damages, costs, interest, and penalties.
- 7.2 The Purchaser shall not be entitled to pledge, encumber, or otherwise dispose of the goods subject to the retention of title, except as part of its normal business operations and provided that, in such case, title to the goods is not transferred to the relevant third party until payment in full has been received by the Vendor.
- 7.3 The Purchaser undertakes to:
- a. clearly mark the goods as the Vendor's property for the duration of the retention of title;
 - b. refrain from removing or concealing such identification marks; and

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- c. adequately insure and keep insured the goods under retention of title against fire, theft, water damage, and loss, and immediately provide the Vendor, upon request, with copies of insurance policies and proof of premium payment.
- 7.4 If third parties seek to attach, seize, or otherwise claim or interfere with the Vendor's property rights to the goods, the Purchaser shall forthwith inform such third party of the Vendor's rights and promptly notify the Vendor in writing. The Purchaser shall bear all costs resulting from any such action in defence of the Vendor's property rights.
- 7.5 In the event the Purchaser fails to comply with its obligations towards the Vendor, or if there is a reasonable fear that the Purchaser will fail to do so, the Vendor shall be entitled, without prior notice of default or judicial intervention, to repossess the goods delivered under retention of title at the Purchaser's expense, and the Purchaser hereby irrevocably authorizes the Vendor to (and procure that its affiliates and agents may) enter any premises, buildings, or vehicles of the Purchaser or third parties holding the goods on the Purchaser's behalf to exercise this right.
- 7.6 Until title to the goods passes to the Purchaser, the Purchaser shall act as bailee for the Vendor with respect to the goods and shall, upon the Vendor's first request, provide information or access for the purposes of inspection, marking, or repossession.
- 7.7 If the law of the country in which the goods are located after delivery affords greater rights to the Vendor with regard to retention of title and its enforcement than under Dutch law, such greater rights shall be deemed to have been stipulated for the Vendor's benefit in addition to the above.

8. ARTICLE 8 – LIMITATION OF LIABILITY

- 8.1 Supplied goods are sold 'as is' without warranty of any kind (express, implied or otherwise).
- 8.2 Vendors' total (cumulative) liability to the Purchaser arising out of or related to the Agreement and/or the Supply of Goods is at all times maximized *at the total amount covered and paid out to Purchaser under any insurance policy of Vendor, or in the event that there is no payment to the Purchaser under any insurance coverage, it is maximized at the total amount of the invoice value of the related good*. To the fullest extent permitted by applicable law, the Vendor shall not be liable for any indirect damages, whether foreseeable or unforeseeable, including without limitation consequential damage, delay damages and loss of profits, whether based in contract, tort, statutory law or other law.
- 8.3 Purchaser shall ensure that any further processing of the goods by Purchaser itself or by third parties is done in accordance with Vendor's user instructions and that the goods are processed and used in accordance with the intended purposes. To the fullest extent permitted by applicable law, the Vendor shall not be liable for any loss, damage or injury resulting from any wrongful processing of the Vendor's goods, such as but not limited to usage for other, unintended purposes and processing and/or treatment contravening Vendor's user instructions.
- 8.4 The Purchaser agrees to indemnify and hold harmless the Vendor from any and all claims of third parties relating to or arising out of the Supply of Goods and/or the provision of services to the Purchaser by the Vendor, insofar as these claims are at the Purchaser's expense and risk under the agreement or result.
- 8.5 The limitations set forth in this provision shall not apply in the event the damage results from intent (*in Dutch: opzet*) or gross negligence (*in Dutch: grove roekeloosheid*) on the part of the Vendor or any of its directors, officers or other management employees responsible for the relevant act or omission.

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9. ARTICLE 9 - FORCE MAJEURE

- 9.1 The Vendor shall not be liable for any failure to perform or delay in the performance of its obligations under this Agreement to the extent and for so long as such non-performance or delay is directly or indirectly caused by, or results from, force majeure, including but not limited to:
- a. acts of God, natural disaster, fire, flood, earthquake, explosion, storm, epidemic, or pandemic;
 - b. war, embargo, strike, lock-out, industrial dispute, terrorist act, civil unrest, riot, or public disorder;
 - c. shortages or unavailability of raw materials, energy, parts, machinery, employees, transportation, or utilities;
 - d. governmental or administrative actions or restrictions, sanctions, prohibitions, import/export bans, currency restrictions, or changes in relevant laws and regulations;
 - e. failure or delay by suppliers or subcontractors for any reason beyond the Vendor's reasonable control;
 - f. strikes, interruption, breakdown, or malfunction of plant, machinery, or utilities;
 - g. cyber-attacks, data breaches, system interruptions or other electronic disruptions.
- 9.2 In the event of a force majeure situation, the Vendor shall notify the Purchaser as soon as reasonably practicable. The Vendor's obligations shall be suspended for the duration of the force majeure event, without liability for any damages.
- 9.3 If the force majeure event continues for more than ninety (90) consecutive days, both Vendor and Purchaser shall have the right to terminate the unfulfilled part of the Agreement by written notice, without liability for damages, costs, or penalties.
- 9.4 The Vendor shall be entitled to payment for goods already delivered and for all costs incurred in connection with performance of the Agreement prior to the onset of the force majeure event.
- 9.5 The occurrence of force majeure under this clause shall not relieve the Purchaser from its obligation to pay any amounts due for goods already delivered.

10. ARTICLE 10 - TERMINATION OF THE AGREEMENT

- 10.1 All obligations of Purchaser under the agreement are immediately due and payable without a prior notice of default being required. The Vendor may immediately dissolve or suspend the agreement (in whole or in part) if:
- the Purchaser is in default and fails to fulfil their contractual obligations;
 - the Vendor has reasons to suspect any violation of agreed terms and conditions and/or any failure to fulfil contractual obligations by the Purchaser;
 - a petition for bankruptcy, suspension of payment or other insolvency or restructuring procedure has been filed, or if bankruptcy or suspension of payments has been declared in relation to Purchaser or any of its affiliated companies, or if Purchaser is being dissolved;
 - i) the Vendor is unable to execute the agreement, ii) execution of the agreement has become disproportionately costly and/or iii) execution has become excessively difficult due to external circumstances relating to personnel, suppliers or materials.



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11. ARTICLE 11 – CONFIDENTIALITY, INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 11.1 All documentation, materials, content, means and other information provided to the Purchaser in connection with offers made by the Vendor, including but not limited to designs, drawings, models, samples, reports, descriptions, illustrations and indications of dimensions, (hereinafter: “**Disclosed Information**”), as well as all intellectual property rights and industrial property developed and/or applied by the Vendor, including but not limited to copyrights, trademark rights, software, patent rights, database rights, model rights, trade name rights and the rights to know-how (hereinafter: “**IP Rights**”), shall remain the exclusive property of the Vendor at all times. The Disclosed Information and IP rights is intended solely for the Purchasers’ personal and non-commercial use, shall be kept confidential and shall not be reproduced, disclosed, exploited, stored, archived, modified, licensed and/or made available to third parties, without the prior written consent of the Vendor. In addition, the Purchaser shall not create derivative content or data from the Disclosed Information and/or the IP rights. Upon first request by the Vendor, all Disclosed Information must be returned to the Vendor.
- 11.2 The Vendor shall have the right to use the knowledge, enhanced by the performance of the work for Purchaser, for other purposes, to the extent that no confidential information of Purchaser is brought to the notice of third parties in the process.
- 11.3 If the supplied goods have been produced by the Vendor according to Purchasers’ specifications, the Purchaser guarantees that no rights of third parties (such as intellectual and industrial property rights) are thereby infringed. In addition, the Purchaser indemnifies and holds harmless the Vendor from any and all claims, liabilities, damages, losses and expenses of third parties and shall compensate the Vendor upon request for incurred damages as a result of any of such infringement.

12. ARTICLE 12 - GOVERNING LAW AND JURISDICTION

- 12.1 All agreements between Vendor and Purchaser, and any non-contractual obligations arising therefrom, are governed exclusively by the laws of the Netherlands. Any disputes shall be exclusively submitted to the competent court in Overijssel, the Netherlands. However, the Vendor shall at all times be entitled to submit a dispute to the competent court according to the law or the applicable international treaty.