

TPEX INTERNATIONAL'S GENERAL TERMS AND CONDITIONS OF PURCHASE

CHAPTER I – GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1. Definitions

In these general terms and conditions, the following terms shall have the following meanings:

TPEX International: the trading name used to designate the group, comprising TPEX Holding, TPEX BV and TPEX International.

TPEX: referring to one of the three operating companies under TPEX International. TPEX BV focuses primarily on consultancy & advice and system integration & construction, whilst TPEX Infrastructures focuses on operational services. TPEX reserves the right to determine in which company specific services are performed, whereby services may be settled between the operating companies

Supplier: the natural or legal person who supplies Products or provides Services to TPEX, including design, engineering, consultancy, installation, configuration, maintenance, supply of components and all other work or services related to the Agreement.

Agreement: the agreement between TPEX and the Supplier concerning the supply of Products and/or the provision of Services, including all purchase orders, order confirmations, supplementary agreements, annexes, Specifications and protocols agreed between the parties.

Products: all goods, systems, materials, hardware, components, sensors, software elements, IoT equipment and other items to be supplied by the Supplier to TPEX that are required for integration into or connection with the Systems that TPEX uses within its projects.

Services: all work to be performed by the Supplier, including design, engineering, consultancy, installation, commissioning, maintenance, testing, inspections, configuration and other work related to the Agreement.

Systems: the hardware, software, network and infrastructure elements that TPEX uses, integrates or manages within its projects, including Building Management Systems (BMS), digital monitoring platforms, automation layers, data links, IoT sensor layers, gateways, controllers, databases, dashboards and other technologies, with which the Products or Services to be supplied by the Supplier must be compatible to the extent that this arises from the Agreement or the Specifications.

Specifications: all technical, functional and quality requirements as drawn up or applied by TPEX, including drawings, datasheets, design documents, project descriptions, protocols, API specifications, integration documentation, standards, diagrams, configuration parameters and all other instructions applicable to the supply of Products or the performance of Services.

Documentation: all instructions, manuals, datasheets, certificates, test and reporting documents, configuration specifications, software versions, firmware information, quality documents, safety protocols and other data necessary for the use, installation, maintenance, integration or assessment of the Products or Services.

Intellectual Property Rights: all rights relating to intellectual property, including copyright, database rights, patents, design and model rights, trade mark rights, trade names, trade secrets, know-how, source code and object code, as well as all comparable rights anywhere in the world, regardless of whether registration has taken place.

Project: the work or assignment for which TPEX provides services to a client and in connection with which TPEX purchases the Supplier's Products and/or Services.

Article 2. Applicability

- 2.1 These general terms and conditions of purchase apply to all requests, offers, quotations, purchase orders, assignments, deliveries, Services and other legal relationships between TPEX and the Supplier, as well as to all pre-contractual situations preceding them. Deviations from these terms and conditions shall only apply if TPEX has expressly accepted them in writing. Verbal agreements shall only be binding on TPEX insofar as they have been confirmed in writing by TPEX.
- 2.2 TPEX expressly rejects the applicability of any general terms and conditions used by the Supplier, regardless of when these terms and conditions were provided by the Supplier or referred to. TPEX shall only accept such terms and conditions if this has been expressly confirmed in writing.
- 2.3 If any provision of these terms and conditions of purchase is wholly or partially void or is set aside, the remaining provisions shall remain in full force and effect. The parties shall then consult to replace the void or set-aside provision with a provision that approximates its purpose and intent as closely as possible.
- 2.4 In the event of any conflict between documents forming part of the Agreement, the following order of precedence shall apply, with the higher category always taking precedence over the lower:
 - a) the written purchase order or instruction from TPEX;
 - b) the specific purchasing agreements agreed between the parties;
 - c) these general terms and conditions of purchase;
 - d) documentation or terms and conditions provided by the Supplier, but only insofar as these have been expressly accepted in writing by TPEX.

Article 3. Offers; conclusion of the Agreement

- 3.1 All offers made by the Supplier are irrevocable for at least thirty (30) days, unless otherwise agreed in writing. Prior to making an offer, the Supplier is obliged to ascertain the objectives, technical context and preconditions of the Project for which TPEX wishes to purchase the Products or Services.
- 3.2 An Agreement is concluded only if TPEX has accepted an offer in writing or has issued a written purchase order and the Supplier has confirmed this in writing without reservation. If the Supplier's confirmation deviates from the order provided by TPEX, no agreement is concluded unless TPEX has accepted the deviation in writing.
- 3.3 Documents, drawings, data, diagrams, designs or models provided by TPEX remain the property of TPEX and may not be used by the Supplier for any purpose other than the performance of the Agreement. These must be returned immediately upon TPEX's first request.
- 3.4 Information, calculations, drawings and descriptions provided by the Supplier are not binding on TPEX; the Supplier remains fully responsible for their accuracy, completeness and suitability.

Article 4. Prices

- 4.1 All agreed prices are fixed, binding and exclusive of VAT, but inclusive of all costs associated with the performance of the Agreement, including transport, insurance, packaging, documentation, certifications, permits, environmental levies and other costs.
- 4.2 Price increases or changes resulting from currency fluctuations, market fluctuations, material shortages, transport costs or other cost-increasing factors do not entitle the Supplier to adjust the agreed price.
- 4.3 If, during the term of the Agreement, the Supplier reduces the prices of Products already quoted or delivered, the agreed price shall be reduced accordingly until such time as TPEX has integrated the relevant Products into the Project.

Article 5. Payments

- 5.1 TPEX shall pay invoices within thirty (30) days of receipt of a correct, itemised and verifiable invoice. Payment shall only be made if the Products and/or Services have been delivered in full, on time and in accordance with the Agreement.
- 5.2 Payment by TPEX shall in no way imply acceptance or approval of the delivery and shall not affect any claims arising from defects. TPEX is entitled to suspend payment if the Supplier fails to fulfil its obligations.
- 5.3 Set-off by the Supplier against claims against TPEX is excluded. TPEX is entitled to set off any outstanding claims of the Supplier against any claim that TPEX has against the Supplier.

CHAPTER II – DELIVERY, QUALITY, DOCUMENTATION AND WARRANTIES

Article 1. Delivery and transfer of risk

- 1.1 Delivery of the Products shall take place at the location designated by TPEX, whereby the Products shall be delivered to TPEX or its client. The Supplier shall be responsible for transport, packaging and all associated costs, and shall ensure that the Products are transported and packaged properly, safely and in accordance with laws and regulations.
- 1.2 Until the moment of actual delivery and written acceptance by TPEX, the full risk of loss, damage or destruction of the Products remains with the Supplier. The risk passes exclusively to TPEX as soon as the delivery has been made at the agreed location and has been accepted in writing by TPEX.
- 1.3 Partial deliveries are permitted only if TPEX has given its prior written consent. If the Supplier anticipates that timely or complete delivery will not be possible, it must immediately notify TPEX in writing, stating the cause and the measures taken.
- 1.4 All agreed delivery times are strict deadlines. If the Supplier fails to deliver on time or delivers incompletely, they shall be in default without further notice of default, and TPEX shall be entitled to refuse the delivery, return it or engage third parties to carry out the delivery, all at the Supplier's expense and risk and without prejudice to TPEX's right to compensation for damages.

Article 2. Packaging, Transport and Documentation

- 2.1 The Supplier shall ensure proper, environmentally friendly and safe packaging, in accordance with applicable laws and regulations. Packaging must be such that Products

are protected against damage, moisture, impact and other risks during transport and internal logistics.

- 2.2 All deliveries must be accompanied by complete Documentation, including manuals, certificates, safety instructions, firmware and software versions, integration protocols, installation instructions and all other documents necessary for assessment, integration or use.
- 2.3 TPEX is entitled to refuse the transport or packaging if it does not meet the agreed requirements, and may in that case charge the Supplier for the costs of return shipment and redelivery.

Article 3. Quality, inspection and warranties

- 3.1 The Supplier warrants that all Products and Services fully comply with the Agreement, the Specifications and all applicable legal and technical standards. Products must be new, unused and free from defects, unless TPEX agrees in writing to the use of refurbished or used parts.
- 3.2 TPEX is authorised at all times to inspect Products and Services, both during production or performance and after delivery. The Supplier must cooperate fully with inspections, audits and tests deemed necessary to determine whether the performance meets the agreed quality requirements.
- 3.3 If Products or Services do not comply, the Supplier must, at TPEX's first request and at TPEX's discretion, repair, replace or supplement them free of charge. In urgent cases, TPEX is entitled to carry out repairs itself or have them carried out by third parties, at the Supplier's expense.
- 3.4 The warranty period shall be a minimum of two (2) years from the date of written acceptance by TPEX, or – if longer – the manufacturer's warranty. The warranty period shall recommence following repair or replacement.

CHAPTER III – OBLIGATIONS OF THE SUPPLIER

Article 1. Safety, compliance and project-specific regulations

- 1.1 The Supplier guarantees that all Products and Services fully comply with applicable laws and regulations, including working conditions legislation, environmental regulations, CE marking, EMC directives, accepted industry standards, relevant NEN standards and any sector- or project-specific requirements established by TPEX or its client. If work is carried out on site, the Supplier shall ensure that its personnel and any third parties engaged by it demonstrably possess the required certifications, instructions and authorisation to gain access to the site in question.
- 1.2 The Supplier undertakes to strictly comply with all safety and access instructions issued by TPEX or its client and shall ensure that its personnel and subcontractors adhere at all times to the applicable protocols regarding safety, integrity, security, the environment and business continuity. The Supplier shall bear all consequences and costs arising from failure to comply with such instructions.

Article 2. Personnel, expertise and subcontractors

- 2.1 All of the Supplier's employees deployed for the performance of the Agreement must be sufficiently qualified, competent and reliable, and possess the skills and certifications necessary to carry out the agreed work safely and correctly. TPEX is entitled to refuse access to the Supplier's personnel if such personnel do not meet

the required standards or if their presence on site is, in the opinion of TPEX or its client, undesirable.

- 2.2 The Supplier is only entitled to engage third parties, subcontractors or other auxiliary persons after obtaining prior written consent from TPEX. Such consent does not affect the fact that the Supplier remains fully responsible for the quality, suitability and compliance with obligations of these third parties. The Supplier guarantees that all obligations arising for it from the Agreement are fully communicated to its staff and subcontractors and ensures that these are correctly complied with.
- 2.3 All of the Supplier's employees must be sufficiently qualified, certified and trustworthy, and must comply with TPEX's internal protocols, including security, integrity and access procedures.

Article 3. Integrity, corporate responsibility and conflicts of interest

- 3.1 TPEX applies strict standards in the areas of integrity, security, sustainability and cybersecurity. The Supplier undertakes to comply with these standards and shall refrain from all forms of bribery, conflicts of interest, unauthorised access to systems or other unlawful acts.
- 3.2 The Supplier is strictly prohibited from offering TPEX employees benefits, rewards, services or other concessions that could lead to an apparent or actual conflict of interest.
- 3.3 In the event of a breach (or suspected breach) of integrity or compliance rules, the Supplier shall immediately notify TPEX in writing and shall take all measures that may reasonably be expected of it to prevent further breaches or damage. TPEX shall be entitled to terminate the Agreement with immediate effect in the event of any conduct that contravenes integrity or compliance standards.

Article 4. Cybersecurity and digital security

- 4.1 If the Supplier supplies hardware, software, firmware, digital interfaces, IoT components, sensors, gateways, APIs or other ICT elements, it guarantees that these comply with the cybersecurity, privacy and integration requirements applied by TPEX. The components supplied must not introduce any vulnerabilities that could affect the Systems of TPEX or its clients, including security risks, undocumented functionalities, backdoors, EOL software, outdated firmware or embedded access codes.
- 4.2 The Supplier shall take appropriate technical and organisational measures to ensure the confidentiality, integrity and availability of the data made available by TPEX or processed via TPEX's Systems. If a security incident or (suspected) data breach occurs, the Supplier shall immediately notify TPEX, cooperate fully with the investigation and recovery, and take immediate measures to prevent further damage.
- 4.3 The Supplier shall indemnify TPEX against all damage arising from a breach of the obligations set out in this article.

Article 5. Non-solicitation clause

- 5.1 The Supplier is prohibited, during the term of the Agreement and for a period of twelve (12) months following its termination, from directly or indirectly approaching, recruiting, persuading or employing TPEX employees, or otherwise inducing them to terminate their

employment or collaboration with TPEX. The term 'employees' includes permanent staff, temporary staff, seconded staff and self-employed persons who, at the time of approach, are working for or on behalf of TPEX.

- 5.2 The prohibition referred to in paragraph 1 also applies to companies affiliated with the Supplier, group companies within the meaning of Section 2:24b of the Dutch Civil Code, as well as to subcontractors and other third parties involved by the Supplier in the performance of the Agreement.
- 5.3 In the event of a breach of the provisions of this article, the Supplier shall forfeit to TPEX, without any further notice of default being required, an immediately payable penalty of EUR 10,000 (ten thousand euros) per breach, without prejudice to TPEX's right to claim full compensation if the actual damage suffered exceeds the amount of the penalty.
- 5.4 The provisions of this article are without prejudice to TPEX's other rights and claims, including the right to terminate the Agreement with immediate effect on the grounds of an attributable breach.

CHAPTER IV – INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Article 1. Intellectual Property Rights

- 1.1 All Intellectual Property Rights in results developed by the Supplier specifically for TPEX, including designs, diagrams, configurations, software, documentation or methodologies, shall vest in TPEX, unless otherwise agreed in writing. The Supplier grants TPEX an unrestricted right of use to standard documentation supplied by it if this is necessary for the execution of TPEX projects.
- 1.2 The Supplier warrants that the supply of Products or Services does not infringe the rights of third parties and fully indemnifies TPEX against any claims arising therefrom.

Article 2. Confidentiality

- 2.1 The Supplier shall treat all information, documentation, data, personal data and other information received from TPEX in the context of the Agreement as strictly confidential and shall use it only to the extent necessary for the performance of the Agreement. The Supplier guarantees that its employees and third parties engaged by it who have access to such information are bound by the same duty of confidentiality.
- 2.2 The Supplier's duty of confidentiality applies both during the term of the Agreement and after its termination and remains in full force and effect.
- 2.3 The Supplier shall not disclose any personal data or confidential information belonging to TPEX to third parties, unless this is necessary for the performance of the Agreement and TPEX has given its prior written consent, or if a mandatory legal obligation so requires. In the event that the Supplier is required to disclose data pursuant to a legal obligation, it shall notify TPEX of this in advance, unless prohibited by law.
- 2.4 Upon termination of the Agreement, the Supplier shall, at TPEX's discretion and instruction, delete or return all personal data and confidential information and destroy all copies, unless retention is required by law. The Supplier shall, at TPEX's first request, confirm in writing that the data has been fully deleted or returned.

2.5 The Supplier shall take appropriate technical and organisational measures to protect personal data against loss, unlawful processing, unauthorised access or any other form of unlawful processing and guarantees that it complies with the applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR).

CHAPTER V – LIABILITY, TERMINATION AND FORCE MAJEURE

Article 1. Liability

- 1.1 The Supplier is responsible for the careful, professional and timely performance of the Agreement and guarantees that the Products and Services supplied comply with all contractual, statutory and project-related requirements. The Supplier shall be liable for any loss or damage suffered by TPEX as a result of a failure to perform the Agreement, including loss or damage relating to delays, defects in Products or Services, integration issues, security or cybersecurity incidents, the provision of incorrect information, and failures on the part of third parties engaged by the Supplier.
- 1.2 If TPEX is held liable by its client or by third parties for damage that is (partly) the result of acts or omissions on the part of the Supplier, the associated costs, damages, fines or other financial consequences shall be borne in full by the Supplier. The Supplier shall indemnify TPEX against such claims and shall provide all necessary cooperation to limit the consequences thereof.
- 1.3 The Supplier shall be liable for both direct damage and the reasonable costs incurred by TPEX as a result of repair, replacement, investigation, temporary arrangements or measures to prevent further damage. Damage arising from the use of unsuitable or obsolete materials, defective software or firmware, inadequate security measures or the deployment of unqualified personnel shall be deemed attributable to the Supplier.
- 1.4 If the delivered Products or Services are defective, the Supplier is obliged to repair or replace them free of charge and without delay at TPEX's first request. If repair or replacement is not carried out in a timely or proper manner, TPEX is entitled to engage third parties to remedy the defect, with the associated costs being borne by the Supplier. This does not affect TPEX's right to compensation.
- 1.5 The Supplier shall hold appropriate liability insurance covering the risks arising from the performance of the Agreement, including damage caused by product defects, professional negligence, damage to third parties, damage to buildings or installations, and data loss. Upon first request by TPEX, the Supplier shall provide proof of insurance cover. The absence of adequate insurance does not affect the Supplier's liability.
- 1.6 The Supplier's liability shall not be limited in cases of wilful misconduct, gross negligence, breach of safety or integrity obligations, cybersecurity breaches, or breach of essential obligations necessary for the proper performance of the Agreement.

Article 2. Suspension and termination

- 2.1 TPEX is entitled to suspend its obligations or to terminate the Agreement in whole or in part without being liable for any compensation, if the Supplier fails to fulfil any obligation, remains in default after being granted a reasonable period for rectification, or in the event of

bankruptcy, suspension of payments, winding-up of the business or any other circumstance indicating that the Supplier is unable to fulfil its obligations.

- 2.2 In the event of termination, TPEX is entitled to recover all damages it has suffered, including costs for replacement delivery, delays, claims for damages from clients, penalties and other financial consequences. Products or Services already paid for that do not comply with the Agreement remain the property of TPEX; the Supplier is obliged to take these back upon first request and at no cost to TPEX.
- 2.3 TPEX reserves the right to terminate the Agreement immediately in cases of breaches of integrity, cybersecurity incidents, security breaches or instances where the Supplier acts in contravention of project-specific requirements or legal obligations.

Article 3. Force majeure

- 3.1 Force majeure on the part of the Supplier shall only release the Supplier from those obligations that are directly and demonstrably affected by the force majeure situation. Force majeure shall only be accepted if the Supplier informs TPEX immediately and in writing, providing a detailed description of the nature and expected duration of the impediment, and the Supplier takes all measures that can reasonably be expected of them to limit the consequences of the force majeure situation.
- 3.2 Force majeure does not include: staff shortages, staff illness, shortages of materials, delays on the part of suppliers, disruptions to systems used by the Supplier or its supply chain partners, financial difficulties, transport delays that could reasonably have been avoided, or circumstances falling within the Supplier's sphere of risk.
- 3.3 If the force majeure situation continues for longer than five (5) working days, TPEX shall be entitled to terminate the Agreement in whole or in part without being liable for any compensation and without the Supplier being entitled to claim any form of compensation.
- 3.4 TPEX shall at all times retain the right to demand payment for Services already provided and shall be entitled to engage alternative suppliers to ensure the continuity of its projects, without this giving rise to any liability towards the Supplier.

CHAPTER VI – FINAL PROVISIONS

Article 1. Applicable law and disputes

- 1.1 All legal relationships between TPEX and the Supplier shall be governed exclusively by Dutch law.
- 1.2 The court in the place where TPEX has its registered office shall have exclusive jurisdiction to hear disputes, unless the law mandatorily prescribes otherwise.
- 1.3 The parties shall only bring a matter before the court after they have made every effort to settle a dispute by mutual agreement.
- 1.4 If one of the parties fails, through its own fault, to fulfil any obligation under the law and/or this Agreement and the other party is compelled to take judicial and/or extrajudicial measures, all costs arising therefrom shall be borne by the defaulting party.
- 1.5 The defaulting party shall first be given notice of default by the other party by means of a written notice of default, after which the defaulting party shall have a period of thirty (30) working days to still fulfil its obligations.

- 1.6 Whether a breach has occurred shall be determined on the basis of the Agreement and these terms and conditions. TPEX is entitled to notify the Supplier in writing of any breaches and thereby establish that a breach has occurred, unless the Supplier demonstrates within a reasonable period that no breach has taken place.
- 1.7 Amendments or additions to this Agreement are only possible by means of a document signed and dated by both parties.

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