

**NOBIAN TERMS AND CONDITIONS OF PURCHASE (GOODS AND SERVICES)**

**1. DEFINITIONS AND SCOPE:**

Capitalised terms used in these terms and conditions of purchase of goods and services ("**Terms and Conditions**") have the following meaning:

**Agreement** the Purchase Order referencing the Terms and Conditions or a Purchase Order referencing a signed purchasing agreement, including these Terms and Conditions that come into effect pursuant to Section 2 of these Terms and Conditions.

**Confidential Information** any confidential or proprietary information, whether of commercial, financial or technical nature, that is disclosed in writing, orally, visually or otherwise by the Disclosing Party (as defined below) to the Receiving Party (as defined below) under the Agreement, including without limitation, customer, supplier, product, or production related information. Confidential Information includes the Agreement, all activities conducted under the Agreement and any other information of the Disclosing Party that is confidential or proprietary by nature.

**Deliverables** deliverables of any kind, whether tangible or intangible, provided to Nobian by Supplier in connection with or as a part of the Services.

**Delivery Date** date(s) of delivery specified in the Agreement.

**Delivery Place** place of delivery specified in the Agreement.

**Goods** the goods sold to Nobian by Supplier.

**Nobian** the Nobian entity submitting the Agreement.

**Purchase Order** the purchase order submitted by Nobian to Supplier making reference to these Terms and Conditions or the separate purchasing agreement.

**Party** Nobian or Supplier and "**Parties**" both Nobian and Supplier.

**Price** the price, fee, compensation and expense conditions related to the Goods or Services.

**Services** the services provided to Nobian by Supplier, including the Deliverables.

**Specifications** the specifications for the Goods set forth or referenced in the Agreement, or if no specifications are set forth or referenced in the Agreement, Supplier's standard specifications for the Goods.

**Supplier** the seller of Goods or Services to Nobian.

Except for Goods sold and/or Services provided pursuant to a separate purchase agreement between Parties in which it is explicitly stated that these Terms and Conditions do not apply, all purchases of Goods and/or Services are on the basis of these Terms and Conditions. No other terms submitted by Supplier shall apply to the Agreement or be binding on Nobian.

**2. ACCEPTANCE OF AGREEMENT AND DURATION:**

The Agreement comes into effect two (2) business days after Nobian submits a Purchase Order to Supplier, unless Supplier notifies Nobian within those two (2) business days that it rejects the Agreement. An inquiry or a request for a quotation made by Nobian does not constitute an Agreement, but is an invitation to Supplier to make an offer. In all cases Supplier's offer will be deemed based on these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and the Purchase Order or a purchasing agreement, the terms of the Purchase Order or the purchasing agreement shall prevail. In the event of any discrepancy between these Terms and Conditions or any other document pertaining to Nobian's purchase of Goods and/or Services, the Terms and Conditions shall prevail. Furthermore, these Terms and Conditions shall always override Supplier's terms and conditions, or any other documentation exchanged between Nobian and Supplier. The Agreement is valid for the term indicated therein. In case the Agreement does not include an end date, the Agreement will end in any case after twelve (12) months after the date the Agreement came into effect.

3. **PERFORMANCE OF SERVICES:**

Supplier shall perform the Services in accordance with the Agreement. If this is not the case, Nobian reserves the right to procure alternate Services from other providers and, whether or not Nobian procures alternate Services, Nobian will have the right to hold Supplier accountable for all costs, losses, damages and expenses incurred by Nobian.

4. **DELIVERY OF GOODS:**

Supplier will deliver the Goods in accordance with the Agreement. Supplier shall immediately notify Nobian of any actual or potential delivery delays. If delivery of Goods is early, delayed or not in accordance with the Agreement, Nobian reserves the right to reject the Goods, purchase elsewhere and hold Supplier accountable for all costs, losses, damages and expenses incurred by Nobian. In case of shortage in the delivered Goods, an adjustment will be made to the Price, insofar Nobian accepts the delivery. In no event will Nobian be required to pay for any quantity of Goods delivered in excess of the quantity specified in the Agreement. Delivery terms, and transfer of risk of loss, shall be interpreted in accordance with the INCOTERMS 2020. Unless otherwise agreed with Nobian in writing, the delivery term is DDP to the ship to address specified in the Agreement. Nobian will be included as notify party for shipping documents.

5. **TRANSFER OF TITLE TO GOODS AND DELIVERABLES:**

Title to the Goods will transfer from Supplier to Nobian upon Nobian's receipt of the Goods at the Delivery Place. Title to the Deliverables will pass to Nobian upon Nobian's acceptance of the Deliverable.

6. **PACKAGING:**

Supplier shall package and label all Goods shipped under the Agreement in accordance with the Agreement, or, if the requirements are not specified, in accordance with standard commercial practices for similar shipments.

7. **CHANGES:**

Supplier shall not make any change or modification to the Services and/or Goods and is not entitled to extra compensation for or on account of any conditions that were not anticipated by Supplier, unless otherwise agreed upon between Parties in writing. Before delivery Nobian may at any time by written notice given to Supplier make changes to the Services and/or Goods. If a change materially impacts the cost to Supplier of providing the Goods and/or Services or the time required to provide the Goods and/or Services, Supplier will make a timely request to

Nobian for negotiation of an adjustment of the Agreement. Upon written approval of Nobian an adjustment of the Agreement will be made. If in the opinion of Nobian the Parties are unable to reach agreement, Nobian may in its sole discretion elect to withdraw the change or terminate the Agreement, without any penalty, liability or compensation being due by Nobian.

8. **PRICE AND PAYMENT:**

The Price excludes VAT. All other taxes, duties and levies are included. For Goods, Supplier shall issue invoices to Nobian upon delivery thereof on the Delivery Date at the Delivery Place and to the email address indicated in the Purchase Order. For Services, Supplier shall issue invoices to Nobian in accordance with the Agreement. Invoices that do not meet the requirements in accordance with the Agreement (including a reference to a valid purchase order number) will not be accepted before correction by Supplier. Supplier shall not invoice, and Nobian shall not be responsible for the payment of any charges, fees or expenses, including the Price, that are billed more than ninety (90) days past the date of the shipment of the relevant Goods and/or completion of the Services. If Nobian disputes any part of an invoice, Nobian is not obliged to pay for the disputed part of the invoice and, upon Nobian's request, Supplier shall reissue the invoice to include only the undisputed part. Invoices that do not meet the requirements in accordance with the Purchase Order (including a reference to a valid purchase order number) will not be accepted before correction by Supplier.

9. **WARRANTIES:**

(a) Supplier warrants that the Goods will for their shelf life (or for Goods not having a shelf life for a reasonable period after delivery taking into account the nature of the Goods): (i) conform to the Specifications; (ii) conform to all samples or descriptions provided to Nobian; (iii) be free from defects in materials, workmanship and design; (iv) be merchantable and fit for their intended purpose or for their intended use as informed by Nobian and (v) be free of contaminants.

(b) Supplier warrants that the Services will: (i) be performed in accordance with generally accepted industrial standards; (ii) conform to the Agreement; (iii) be free from defects and (iv) fit for their intended purpose or for their intended use.

(c) Supplier warrants that title to all Goods and Deliverables will be free from all security interests, claims, demands, liens and other encumbrances.

(d) Supplier warrants that the Goods and Services, either alone or in combination with other services, equipment or materials does not and will not infringe or contribute to the infringement of any patent, trademark, copyright or other intellectual property right of any third party.

(e) The warranties by Supplier set forth in this Agreement will survive any inspection, testing, delivery or acceptance of, or payment by Nobian for, the Goods and Services.

10. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY:**

(a) Supplier grants to Nobian (including its affiliates and its successors) and assigns a perpetual, transferable, royalty free license to practice in connection with the Services any and all intellectual property held by Supplier. Supplier will acquire no rights in any of Nobian's or its affiliates' intellectual property. Supplier shall use Nobian intellectual property and intellectual property of Nobian's affiliates solely and to the extent necessary for the performance of the Services. Supplier shall not disclose any Nobian intellectual property to any third party. Nobian's and its affiliates' intellectual property includes but is not limited to any and all patents, trademarks and tradenames, copyrights, database rights, information and knowledge, including without limitation any processes, parameters, methods, procedures, designs, drawings, specifications, formulations, trade secrets and research and development, obtained by Supplier from or concerning Nobian or its affiliates or developed by Supplier in the performance of the Services.

(b) Each Party (the "Disclosing Party") may disclose Confidential Information to the other Party (the "Receiving Party") as the Disclosing Party in its sole discretion deems necessary or helpful for the purposes of the Agreement. Unless the Disclosing Party provides prior written authorization, the Receiving Party will: (i) not use Confidential Information for any purpose other than the performance of its obligations and the exercise of its rights under the Agreement; (ii) treat Confidential Information with at least the same degree of care as it would use in respect of its own confidential information of similar importance, but in any event no less than a reasonable level of care; (iii) not disclose, disseminate or make accessible any part of the Confidential Information, in any way or form, to any third party without the written consent of the Disclosing Party; and (iv) only disclose Confidential Information to its employees and

employees of its permitted Affiliates, on a strict need-to-know basis.

(c) Supplier shall not in any way use or cause to be used the name or mark Nobian, or any Nobian logo or trademark or any mark or name resembling them for any purpose including but not limited to advertisements, sales promotion materials or publications of any kind, in each case without the prior written consent of Nobian. Supplier shall not advertise or publish that Supplier does business with Nobian without the prior written consent of Nobian.

11. **FORCE MAJEURE:**

Neither Party will be deemed to be in breach of the is Agreement to the extent that non-performance is beyond a Party's reasonable control and is not caused by its fault or negligence and could not have been prevented by such Party through reasonable precautions or mitigation efforts (a "Force Majeure"), which includes but is not limited to non-performance due to fire, flood, hurricane, earthquake, other elements of nature, epidemic, war, terrorism, civil disorders, actions of military authorities or embargo. During any period of a Force Majeure, (i) Supplier shall continue to perform to the fullest extent possible and, in case of any shortage, (ii) Supplier shall allocate its available supply of Goods such that, on a percentage basis, the reduction in the quantity of Goods available for Nobian is no greater than the overall reduction in Goods available by Supplier and (iii) Nobian may cancel the Agreement without penalty, liability or compensation being due by Nobian.

12. **COMPLIANCE:**

(a) Parties shall comply with, and Supplier represents and warrants that its performance under the Agreement is, and will remain, in compliance with all for the execution of the Agreement relevant current or future applicable laws, rules, regulations and statutory requirements ("Laws"), Supplier, at its own expense, shall obtain and maintain all certifications, authorisations, licenses and permits necessary to conduct its business and perform its obligations under the Agreement.

(b) Supplier shall conduct its business with due diligence, in an efficient and – environmentally and socially – responsible manner adhering to the Nobian Code of Business Conduct & Ethics ([www.nobian.com/en/about-us/our-code](http://www.nobian.com/en/about-us/our-code)) of which Supplier declares it has taken note of.

(c) Supplier represents and warrants its commitment to the safe management of chemicals throughout their life cycle and contribution to sustainable development in a

manner that is consistent with the commitments set forth in The International Council of Chemical Associations' Responsible Care® Global Charter ([www.icca-chem.org](http://www.icca-chem.org)) of which Supplier declares it has taken note of.

(d) In case the Goods are or include chemical substances, Supplier shall not sell chemical substances not specified by name in any material safety data sheet being part of the Agreement. Supplier confirms that: (i) all chemical substances subject to the U.S. Toxic Substances Control Act of 1976 ("TSCA") supplied to Nobian are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; and (ii) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") supplied to Nobian have been correctly submitted for registration to the European Chemicals Agency ("ECHA") according to statutory registration deadlines or comply with an exemption. Upon Nobian's request, Supplier shall promptly provide Nobian with the complete chemical composition of substances supplied under the Agreement and any other information or certifications as per Nobian request.

(e) Each Party shall treat personally identifiable information of an individual provided to it by the other Party in accordance with applicable privacy Laws and Nobian's Privacy Statement ([www.nobian.com](http://www.nobian.com)).

13. **INSPECTION AND REJECTION:**

Nobian may at any time, but is not obliged to, inspect and test the Goods and Services. Nobian's inspection, receipt and payment for Goods and Services will not be deemed acceptance thereof by Nobian. At its sole discretion, Nobian may retain or reject non-conforming Goods and Services. In case of rejection (a) Nobian may, at Supplier's risk and expense, ship the Goods to Supplier and Supplier shall accept their return or, with Supplier's consent, destroy the Goods and (b) Supplier shall, at Nobian's option, (i) refund the Price or, if the Price has not been paid, (ii) issue a credit for the Price, or (iii) promptly correct the Services and/or provide replacement conforming Goods. In case Nobian elects to retain non-conforming Goods and/or Services, Supplier shall issue a partial refund or credit of the Price to Nobian, as determined by good faith negotiations between the Parties. In all situations, Supplier shall, promptly following Nobian's demand, reimburse Nobian for all costs, losses, damages, and

expenses incurred by Nobian with respect to non-conforming Goods and/or Services. Any right exercised by Nobian hereunder will not be in limitation of any rights which Nobian may have under the Agreement or under applicable Laws.

14. **LIABILITY:**

Supplier shall be liable to Nobian for damages suffered by Nobian, caused by or resulting from acts or omissions on the part of Supplier, its personnel or other third parties used by Supplier in connection with the performance of the Agreement, except when these damages are caused by gross negligence or willful intent of Nobian. The liability of Supplier and Nobian shall be limited to the higher of three (3) times the fees paid or payable under the Agreement or Euro 100.000,- (hundred thousand). Neither Party shall be liable for consequential, indirect, incidental or punitive damages. The provisions of this Section 14 shall apply regardless of the form of action or damage, whether in contract, statute, tort or otherwise. The limitations in this Section 14 shall not apply to damages, claims or liabilities arising from: (a) the gross negligence, willful misconduct or bad faith of a Party; (b) death or bodily injury; (c) a Party's indemnification obligations; (d) breach of Section 10 (Intellectual Property and Confidentiality); or (e) a Party's violation of Laws with regard to the performance of its obligations in Section 12(a) (Compliance).

15. **INDEMNITY:**

Supplier shall fully defend, indemnify and hold harmless Nobian and its affiliates, and each of its and their respective, officers, directors, employees, successors, assigns, contractors, agents and representatives ("**Indemnified Parties**") from and against any and all third party claims, lawsuits, damages, liabilities, deficiencies, costs, losses, fines, penalties, legal fees and expenses to the extent arising out of or resulting from (a) physical injury to, illness or death of any person and damage to or destruction of any tangible property caused by Supplier and the Supplier Personnel or violation of Section 17 (Safety) below; (b) claims by a third party that the Goods and related Intellectual Property infringe the Intellectual Property rights of such third party. If on written request of Nobian Supplier accepts to settle claims on Nobian's behalf, Nobian shall have the right to approve any such settlement.

16. **INSURANCE:**

Supplier shall effect and maintain an insurance with a reputable insurance company to cover the liabilities referred to in Sections 9 (Warranties), 14 (Liability) and 15 (Indemnity) for the mutual benefit of the Parties throughout the term of the



Agreement and for a period not less than two (2) years following the completion, expiration or termination of the Agreement. Supplier shall provide the relevant insurance certificates and evidence of payment of the premiums therefore if so requested by Nobian.

17. **SAFETY:**

If any of Supplier's or any subcontractor's employees, agents, or representatives ("Supplier Personnel") enter upon Nobian's premises, Supplier shall ensure that such Supplier Personnel abide by and follow all Laws and all health, safety, and other rules and regulations established by Nobian. Supplier will be fully responsible for the conduct of Supplier Personnel while on Nobian's premises. Supplier shall fully indemnify and hold harmless the Indemnified Parties from all Claims resulting from or arising out of any bodily injury or death to any Supplier Personnel sustained upon Nobian's premises, unless caused by Nobian's gross negligence or willful misconduct.

18. **ASSIGNMENT AND SUBCONTRACTING:**

(a) Supplier may not assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Agreement, or novate any or all of its obligations under the Agreement without Nobian's consent (not to be unreasonably withheld).

(b) Supplier shall not engage a third party (by subcontracting or otherwise) to carry out any part of the Agreement without prior written consent from Nobian. In case Nobian gives its consent, this does not release Supplier from any obligation or liability under this Agreement. Supplier shall ensure that all basic requirements of quality assurance are fulfilled by its subcontractors.

19. **TERMINATION:**

(a) Nobian may terminate this Agreement, or any specific Order, upon written notice and with immediate effect (i) if Supplier commits a material breach of the Agreement or the Order and if after written notice (if that breach is remediable) Supplier fails to remedy that breach within a reasonable period given by Nobian and/or (ii) may suspend the performance of its obligations under the Agreement for the duration of the default.

(b) Each Party is entitled to terminate the Agreement in whole or in part with immediate effect if the other Party (i) decides to dissolve the legal entity or company, (ii) applies for or is subject to insolvency proceedings (whether or not temporarily), (iii) becomes insolvent, or (iv) is in

a situation of Force Majeure for more than 30 days.

(c) Nobian is entitled to terminate the Agreement in whole or in part with immediate effect if: (i) Nobian, in its sole discretion, determines that economic sanctions or export controls prohibit or create risk for it to continue under the Agreement or believes that continuing with the Agreement will put Nobian at risk of violating anti-corruption or bribery laws, (ii) Supplier merges, splits or in any way ceases or transfers (part of) its business or (iii) any event or circumstance occurs that, in the opinion of Nobian, will or may adversely affect Suppliers ability to comply with the Agreement and its legal obligations.

(d) In the event of termination by Nobian in accordance with the Agreement, Nobian shall not be liable to pay Supplier compensation for the performances that have not been carried out by Supplier and Supplier shall not be entitled to any compensation in relation to the premature termination of the Agreement.

20. **SET OFF:**

Nobian may set off any loss, damage, liability or claim that Nobian may have against Supplier against any performance or payment due to Supplier under the Agreement. If Supplier has any claim against Nobian, it cannot set off such claim against any performance or payment due to Nobian, whether under the Agreement, and/or suspend such performance or payment.

21. **VALIDITY AND ENFORCEABILITY:**

If any part of the Agreement is found to be invalid, nullifiable or unenforceable for any reason, the rest of the Agreement will remain valid and enforceable. All warranties and indemnities will survive the termination or completion of the Agreement.

22. **LANGUAGE:**

These Terms and Conditions are written in English and may be accompanied by translations of other languages. In case of any discrepancies between the different language versions, this English version shall prevail.

23. **LAW AND DISPUTE RESOLUTION:**

The Agreement and all disputes between Parties will be governed by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods and any choice of law rules that direct the application of the Laws of any other jurisdiction. Any dispute that can't be solved amicably between the Parties will be solved exclusively in the court of Rotterdam.