



GENERAL TERMS AND CONDITIONS
GOVERNING THE PROVISION OF SERVICES OR GOODS BY SENBIS POLYMER INNOVATIONS B.V.

Research and development services, feasibility studies, analytical and testing services, engineering work, material and process development, sample and prototype development, and the incidental supply of samples, prototypes or test materials (each a "Project") contracted to Senbis Polymer Innovations B.V. ("Senbis") are subject to the following General Terms and Conditions. Senbis is a research and development service provider. Unless expressly agreed otherwise in writing, Senbis performs its services on a best-efforts basis and does not guarantee that a particular technical, scientific, regulatory or commercial result will be achieved. Divergent, contrary or additional terms requested by the customer ("Customer") shall not form part of the agreement between Senbis and Customer without the prior written consent of Senbis.

1. SCOPE AND ACCEPTANCE

1.1 The Project shall comprise the work defined in the quotation, proposal, order confirmation or other written agreement of Senbis.

1.2 Unless otherwise stated, a quotation issued by Senbis is non-binding and valid for thirty (30) days from the date of issuance and may be changed or withdrawn prior to acceptance.

1.3 An agreement between Senbis and Customer (the "Agreement") shall become binding upon written acceptance by Senbis of Customer's purchase order, issuance by Senbis of a written order confirmation, written acceptance by Customer of a Senbis quotation, or signature by both parties of a separate agreement, whichever occurs first.

1.4 These General Terms and Conditions form part of each Agreement. Any terms and conditions of Customer, including terms contained in a purchase order, procurement portal or other Customer document, are expressly rejected and shall not apply unless Senbis has expressly accepted them in writing.

1.5 In the event of inconsistency, a separate agreement expressly signed by both parties shall prevail over Senbis's quotation or order confirmation, and Senbis's quotation or order confirmation shall prevail over these General Terms and Conditions. Any deviation applies only to the specific Project for which it has been expressly agreed.

2. NATURE OF RESEARCH AND DEVELOPMENT SERVICES

2.1 Senbis shall perform the Project with reasonable scientific and professional care, using appropriately qualified personnel and in accordance with generally accepted professional and scientific standards applicable to the work.

2.2 Research and development is inherently uncertain. Unless expressly stated otherwise in the Agreement, Senbis does not warrant or guarantee that the intended Project objective will be achieved, that a particular material, process, formulation or product will meet commercial requirements, that Project Results obtained at laboratory or pilot scale will reproduce identically at industrial scale, that Project Results are suitable for a particular commercial application, or that exploitation of the Project Results will be free from third-party intellectual property rights.

2.3 Any specific performance specification, acceptance criterion, regulatory requirement or guaranteed deliverable shall only be binding if expressly agreed in writing.

2.4 Unless expressly included in the Project scope, Senbis does not perform legal, patentability, freedom-to-operate, regulatory, safety certification or market approval assessments.

3. PROJECT EXECUTION, TIMING AND CHANGES

3.1 Senbis shall perform the Project substantially in accordance with the scope described in the Agreement.

3.2 Any timetable, milestone or completion date is an estimate unless Senbis has expressly confirmed in writing that it is binding. If Senbis becomes aware that a material delay is likely, Senbis shall inform Customer and, where appropriate, propose a revised timetable.

3.3 Customer shall provide Senbis in a timely manner with all information, materials, decisions, approvals, access and other cooperation reasonably required for performance of the Project. Senbis shall not be responsible for delays or additional costs caused by late, incomplete or inaccurate information or cooperation from Customer.

3.4 During a research and development Project it may become appropriate to change the scope, technical approach, resources, timing or budget in light of intermediate results. Senbis shall inform Customer where a material change is reasonably required.

3.5 Material changes to scope, budget or agreed deliverables shall require Customer's approval. Such approval may be provided by e-mail. Unless otherwise agreed, Senbis shall have no obligation to perform additional work outside the agreed Project scope.

3.6 If Senbis reasonably concludes that the intended Project objective cannot be achieved within the agreed scope, time or budget, Senbis shall inform Customer without undue delay and the parties shall discuss whether to modify, continue or discontinue the Project.

4. FEE AND TAXES

4.1 The fees for the Project shall be specified in the Agreement and may be based on a fixed Project price, time and materials, a maximum budget, milestone-based payments or another agreed pricing arrangement.

4.2 Unless expressly included in the agreed fee, reasonable external costs, travel expenses, third-party testing costs, materials, shipping costs and other Project-specific expenses may be charged separately where approved by Customer or reasonably necessary for the Project.

4.3 All amounts stated by Senbis are exclusive of VAT and any other taxes, duties or governmental charges applicable to the transaction.

4.4 If circumstances that could not reasonably have been foreseen at the time of contracting materially affect the work required to complete the Project, Senbis shall notify Customer and propose an appropriate adjustment to scope, timing and/or budget. Senbis shall not perform material additional work without Customer approval except where immediately necessary to protect persons, property, equipment or Customer Materials.

5. PAYMENT TERMS

5.1 Senbis shall invoice Customer in accordance with the payment schedule set out in the Agreement. Where no payment schedule is specified, Senbis may invoice monthly based on work performed and costs incurred.

5.2 All invoices shall be payable within fourteen (14) days after the invoice date unless another payment term is expressly agreed in writing.

5.3 Customer shall make payments without deduction, withholding, discount or set-off, except where Customer's counterclaim has been acknowledged by Senbis in writing or established by a final court judgment.

5.4 If Customer fails to pay an invoice when due, Senbis shall be entitled, without prejudice to its other rights, to charge the applicable statutory commercial interest from the due date until payment, recover reasonable extrajudicial and judicial collection costs to the extent permitted by law, and suspend further performance after giving Customer reasonable written notice.

5.5 Senbis may request reasonable advance payments or other payment security where it reasonably considers this appropriate based on the value of the Project, Customer's credit position or payment history.

6. PROJECT RESULTS AND INTELLECTUAL PROPERTY

6.1 For purposes of this Section, "Background IP" means all intellectual property rights, know-how, technology, methods, processes, software, models, materials, formulations, designs, data, databases, documentation, trade secrets and other proprietary information that were owned, controlled or developed by a party before commencement of the Project, or are developed by that party independently from the Project and without use of the other party's Confidential Information or Project Results. "Customer Background IP" means Background IP owned or controlled by Customer.

"Senbis Background IP" means Background IP owned or controlled by Senbis. "Project Results" means all results first generated specifically in the performance of the Project, including reports, experimental results, measurements, datasets, analyses, formulations, specifications, designs, drawings, prototypes, discoveries, inventions, developments, improvements and project-specific know-how, whether or not capable of intellectual property protection. Project Results do not include Background IP.

6.2 Each party shall retain all right, title and interest in and to its own Background IP. Nothing in the Agreement transfers ownership of Customer Background IP to Senbis or ownership of Senbis Background IP to Customer.

6.3 Customer grants Senbis, for the duration of the Project, a non-exclusive, royalty-free licence to use Customer Background IP solely to the extent reasonably necessary to perform the Project. Senbis shall have no right to use Customer Background IP for any other purpose unless separately agreed in writing.

6.4 Subject to payment in full of all amounts due for the relevant Project or Project phase, all right, title and interest in the Project Results generated by Senbis in performing that Project or Project phase shall belong to Customer. To the extent that ownership does not vest in Customer automatically, Senbis hereby assigns, and shall where legally necessary further assign, such rights to Customer. Senbis shall execute such documents and provide such reasonable assistance as may be necessary to confirm or perfect Customer's ownership of the Project Results.

6.5 Where Project Results give rise to inventions, patent rights, design rights, copyrights, database rights or other intellectual property rights, Customer shall be entitled to decide, at its own discretion and cost, whether and where protection is sought. At Customer's reasonable request, Senbis shall cooperate with the preparation and execution of documents reasonably necessary to apply for, register or transfer such rights. Unless included in the Project scope, reasonable additional assistance provided by Senbis in connection with intellectual property filings may be charged separately.

6.6 Senbis shall ensure, to the extent reasonably necessary, that it has obtained from its employees and subcontractors the rights required to give effect to the transfer of Project Results under this Section.

6.7 Ownership of Senbis Background IP shall at all times remain with Senbis. Where Senbis Background IP is incorporated into the Project Results or is strictly necessary for Customer to use or commercially exploit the Project Results for their intended purpose, Senbis grants Customer a perpetual, worldwide, non-exclusive, royalty-free licence to such Senbis Background IP solely to the extent necessary to use and commercially exploit the Project Results. This licence includes the right for Customer to permit its Affiliates, suppliers, manufacturers and other contractors to use such Senbis Background IP solely on Customer's behalf and solely as necessary for the use or commercial exploitation of the Project Results. The licence does not give Customer the right to separately commercialise, sell, license or exploit Senbis Background IP independently from the Project Results. Where reasonably practicable, Senbis shall identify material Senbis Background IP incorporated into the Project Results.

6.8 Nothing in the Agreement shall prevent Senbis from continuing to use its general scientific and technical skills, experience, methodologies and knowledge. However, Senbis shall not disclose or use Customer Confidential Information or Customer-owned Project Results for third parties without Customer's prior written consent. The fact that Senbis personnel have acquired general experience or increased professional expertise while carrying out the Project does not in itself constitute use of Customer-owned Project Results.

6.9 Results developed by Senbis outside the scope of the Project and independently of Customer's Confidential Information and Project Results shall not become Customer property merely because they relate to a similar technical field.

6.10 The parties may expressly agree in the quotation or another written Project agreement on a different ownership or licensing arrangement, for example in the case of jointly funded research, Senbis-funded technology development, platform technology, consortium research or Projects involving pre-existing third-party licensing restrictions. Any such deviation shall be expressly identified as an exception to this Section 6.

7. SAMPLES AND CUSTOMER MATERIALS

7.1 Customer remains the owner of all materials, samples, equipment, documents, data and other items supplied by Customer to Senbis ("Customer Materials").

7.2 Customer warrants that it is entitled to provide the Customer Materials to Senbis and to authorise their use for the Project.

7.3 Customer shall provide accurate information concerning the composition, handling, storage and hazards of Customer Materials. Hazardous materials shall be clearly identified and accompanied by all relevant safety information, including an appropriate safety data sheet where applicable.

7.4 Senbis may refuse to handle any material that, in Senbis's reasonable opinion, presents an unacceptable health, safety, environmental, legal or operational risk.

7.5 Unless otherwise agreed, Customer shall arrange collection of remaining Customer Materials within thirty (30) days following completion or termination of the Project. If Customer does not collect them within that period after reasonable notice, Senbis may return, store, destroy or otherwise dispose of the materials at Customer's reasonable cost and risk.

7.6 Samples, prototypes and experimental materials produced during a Project are research outputs and may not be suitable for commercial use, consumer use or sale unless such use has expressly formed part of the Project scope and all applicable requirements have been addressed.

8. THIRD PARTY PROPERTY RIGHTS

8.1 Each party shall inform the other without undue delay if it becomes aware during the Project of third-party intellectual property rights that may materially restrict the intended use of the Project Results.

8.2 Unless a freedom-to-operate or intellectual property assessment is expressly included in the Project scope, Senbis does not warrant that the Project Results or their commercial exploitation do not infringe third-party intellectual property rights.

8.3 Senbis shall not knowingly incorporate third-party proprietary technology into a deliverable where such incorporation would materially restrict Customer's intended use of the Project Results without informing Customer.

8.4 Where third-party technology, software, materials or intellectual property is required for the Project, the applicable third-party licence conditions shall remain applicable. Senbis shall inform Customer of material third-party restrictions of which Senbis is aware and which materially affect Customer's intended use of the Project Results.

9. SUBCONTRACTORS

9.1 Senbis may use appropriately qualified subcontractors, laboratories, suppliers or other third parties in performing a Project.

9.2 Senbis shall remain responsible to Customer for the performance of subcontracted work to the same extent as for work performed by Senbis itself, subject to the limitations contained in these General Terms and Conditions.

9.3 Senbis shall require subcontractors receiving Customer Confidential Information to be subject to appropriate confidentiality obligations.

10. CONFIDENTIALITY

10.1 "Confidential Information" means technical, scientific, commercial, financial or other information disclosed by one party to the other in connection with a Project that is marked or identified as confidential or, by its nature or the circumstances of disclosure, should reasonably be understood to be confidential.

10.2 Each party shall keep the other party's Confidential Information confidential, use it only for purposes of the Project and the Agreement, and disclose it only to employees, professional advisers, Affiliates and subcontractors who need to know it and who are subject to appropriate confidentiality obligations.

10.3 The confidentiality obligations do not apply to information that the receiving party can demonstrate was lawfully known to it before disclosure, was independently developed without use of the disclosing party's Confidential Information, is or becomes publicly available without breach of the

Agreement, was lawfully received from a third party without confidentiality restriction, or must be disclosed by law, regulation or court order. Where legally permitted, the receiving party shall give advance notice of a required disclosure.

10.4 The confidentiality obligations shall continue for five (5) years after termination or completion of the relevant Project. For information constituting a trade secret or equivalent confidential know-how, the confidentiality obligation shall continue for as long as the information remains a trade secret or otherwise retains its confidential character.

11. PUBLICATION AND ADVERTISING

11.1 Customer may use, publish and disclose Customer-owned Project Results at its discretion, subject to its confidentiality obligations regarding Senbis Background IP and Senbis Confidential Information.

11.2 Neither party may use the other party's name, trademarks or logos in advertising, press releases, case studies, websites, presentations or other public communications without prior written consent.

11.3 Senbis shall not publish or disclose Customer-owned Project Results without Customer's prior written consent.

11.4 Nothing in this Section prevents either party from making disclosures required by law, a regulator, a court or a governmental funding body, provided that confidentiality is preserved to the extent reasonably possible.

12. DATA PROTECTION

12.1 Each party shall comply with applicable data protection legislation in connection with the Agreement.

12.2 Where performance of a Project requires Senbis to process personal data on behalf of Customer within the meaning of applicable data protection legislation, the parties shall enter into an appropriate data processing agreement where required.

13. LIABILITY

13.1 Senbis shall be liable only for direct loss suffered by Customer as a direct result of an attributable failure by Senbis to perform its obligations under the Agreement.

13.2 To the maximum extent permitted by applicable law, Senbis shall not be liable for indirect, incidental, consequential, exemplary, punitive or special damages, including loss of profit, loss of revenue, loss of production, loss of contracts or business opportunities, loss of anticipated savings, business interruption, loss of goodwill or consequential losses resulting from Customer's commercial exploitation of experimental Project Results.

13.3 Senbis's aggregate liability arising out of or in connection with a Project, regardless of the legal basis of the claim, shall be limited to the total fees paid or payable by Customer to Senbis for the Project giving rise to the claim. Where a Project has a duration exceeding twelve (12) months, Senbis's aggregate liability shall in any event not exceed the fees paid or payable for that Project during the twelve (12) months immediately preceding the event giving rise to the claim.

13.4 The limitations of liability in this Section shall not apply to the extent that liability cannot lawfully be excluded or limited, including where damage results from intent or deliberate recklessness of Senbis's senior management.

13.5 Senbis shall not be liable for loss or damage resulting from inaccurate, incomplete or misleading information supplied by Customer, defective or unsuitable Customer Materials, Customer's use of Project Results outside their stated purpose or limitations, modifications made by Customer or third parties after delivery, or commercialisation, scale-up or implementation undertaken without appropriate validation.

13.6 Customer shall notify Senbis in writing of an alleged material defect in Senbis's performance within a reasonable period after discovering it and shall, where reasonably possible, give Senbis an opportunity to investigate and remedy the defect before engaging a third party to remedy it.

14. SUSPENSION AND TERMINATION

14.1 Customer may terminate a Project for convenience by giving Senbis thirty (30) days' written notice unless a different notice period has been agreed.

14.2 Upon termination for convenience, Customer shall pay all fees for work performed up to the effective date of termination, all approved costs incurred, and reasonable non-cancellable commitments entered into by Senbis specifically for the Project.

14.3 Either party may terminate the Agreement for material breach if the other party fails to remedy that breach within thirty (30) days after receiving written notice requiring it to do so. If the breach is incapable of remedy, termination may take effect immediately upon written notice.

14.4 Senbis may suspend performance or terminate a Project with immediate effect if Customer materially fails to make payments when due after reasonable notice, continuing the work would in Senbis's reasonable judgment create an unacceptable health, safety, environmental or legal risk, Customer becomes insolvent, enters bankruptcy or similar proceedings or ceases business, or continued performance becomes unlawful.

14.5 If Senbis reasonably concludes on scientific or technical grounds that continuation of a Project is unlikely to produce meaningful progress or that the agreed objective is demonstrably infeasible within the agreed constraints, Senbis shall discuss this with Customer. If the parties cannot reasonably agree on a revised Project approach, either party may terminate the remaining Project work on reasonable written notice.

14.6 Following termination, Senbis shall make available the Project Results generated up to the effective termination date. Ownership of those Project Results shall transfer to Customer in accordance with Section 6 upon payment of all amounts due for the work to which those Project Results relate.

14.7 Sections relating to payment, intellectual property, confidentiality, publication, liability, governing law and any provisions that by their nature are intended to survive termination shall remain in force after termination.

15. HIRING OF PERSONNEL

15.1 During a Project and for twelve (12) months following its completion or termination, Customer shall not knowingly and directly solicit for employment an employee of Senbis who was materially involved in that Project, without Senbis's prior written consent.

15.2 This restriction does not apply where an employee independently responds to a general recruitment campaign or vacancy that is not specifically targeted at Senbis personnel.

16. FORCE MAJEURE

16.1 Neither party shall be liable for delay or failure to perform an obligation to the extent caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil disorder, governmental measures, strikes, utility failures, transport disruption, failure of critical equipment, shortages of essential raw materials and material failure or delay by suppliers or subcontractors that could not reasonably have been avoided.

16.2 The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable efforts to mitigate the effects of the force majeure event.

16.3 If a force majeure event continues for more than sixty (60) consecutive days and materially prevents performance of the Project, either party may terminate the affected part of the Project by written notice. Customer shall remain liable for work properly performed and costs reasonably incurred before termination.

17. GENERAL TERMS

17.1 Neither party may assign the Agreement as a whole without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Either party may, however, assign the Agreement without consent to an Affiliate or to a successor in connection with a merger, reorganisation or transfer of substantially all of the relevant business, provided that the assignee is

capable of performing the assigning party's obligations. This Section does not restrict Customer's ownership or permitted exploitation of Project Results in accordance with Section 6.

17.2 Failure or delay by either party to enforce a contractual right shall not constitute a waiver of that right.

17.3 If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect. The parties shall, where reasonably possible, replace the invalid or unenforceable provision with a valid provision that most closely reflects its intended legal and economic purpose.

17.4 The Agreement constitutes the entire agreement between the parties concerning the relevant Project and supersedes previous proposals, discussions and understandings concerning that Project. Nothing in this Section excludes liability for fraudulent misrepresentation.

17.5 An amendment to the Agreement shall only be binding if made in writing and agreed by authorised representatives of the parties. E-mail confirmation is sufficient for operational Project changes under Section 3.

17.6 Formal notices under the Agreement shall be made in writing and sent by e-mail, registered mail or another traceable delivery method to the addresses specified in the Agreement.

17.7 Senbis and Customer act as independent contracting parties. Nothing in the Agreement creates a partnership, joint venture, employment relationship, agency or fiduciary relationship between them.

18. GOVERNING LAW, COMPETENT COURT AND LANGUAGE

18.1 The Agreement and all Projects performed under it shall be governed exclusively by the laws of the Netherlands.

18.2 Any dispute arising out of or in connection with the Agreement that cannot be resolved amicably shall be submitted exclusively to the competent court in the judicial district of Noord-Nederland, the Netherlands, unless mandatory law requires otherwise.

18.3 Before commencing court proceedings, the parties shall first use reasonable efforts to resolve the dispute through good-faith consultation between authorised senior representatives of both parties.

18.4 These General Terms and Conditions are drawn up in English. If a translation is made available, the English version shall prevail in the event of any inconsistency.

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