

GENERAL TERMS AND CONDITIONS OF SALE

EY Technologies Europe B.V.

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Art. 1

DEFINITIONS

1.1 EY Technologies Europe B.V. ("Seller"): the private limited company EY Technologies Europe B.V., registered at Goirkestraat 84, 5046 GN Tilburg, the Netherlands, registered with the Dutch Chamber of Commerce under number 18033339.

1.2 Customer: any natural person, partnership or legal entity that enters into, or intends to enter into, an Agreement with Seller.

1.3 Agreement: any agreement between Seller and Customer for the sale and delivery of Goods.

1.4 Goods: the products sold and/or supplied by Seller, including without limitation extrusion-coated braid yarns (PVC, TPE and PVDF), hotmelt yarns and specialty yarns.

1.5 Order Confirmation: Seller's written confirmation of a Customer order, which sets out the binding scope of the Agreement.

1.6 Incoterms: the latest edition of the international commercial terms published by the International Chamber of Commerce (ICC).

1.7 Parties: Seller and Customer jointly.

Art. 2

GENERAL

2.1 These General Terms and Conditions of Sale ("Conditions") apply to all enquiries, quotations, offers, Order Confirmations and Agreements between Seller and Customer, unless expressly agreed otherwise in writing by Seller.

2.2 The applicability of any general conditions of Customer is expressly and entirely rejected. If Customer's conditions are additional to or differ from these Conditions, these Conditions shall prevail.

2.3 Commitments made by Seller's employees or representatives who are not authorised directors are not binding on Seller unless confirmed in writing by Seller.

2.4 These Conditions may only be amended by a written agreement duly signed by both Parties.

2.5 By placing an order or accepting a delivery, Customer expressly accepts these Conditions, including for all future dealings between the Parties.

Art. 3

QUOTATIONS AND ORDERS

3.1 All quotations of Seller are free of engagement and subject to change until Seller has issued a written Order Confirmation.

3.2 A quotation lapses if the Goods are no longer available, or if not accepted within the validity period stated. In the absence of a stated period, a quotation lapses after thirty (30) days.

3.3 Seller shall not be bound by a quotation containing an obvious mistake or clerical error.

3.4 Seller reserves the right to refuse any order without giving reasons and without incurring any liability.

3.5 An Agreement is concluded once Seller has issued a written Order Confirmation. Verbal agreements are not binding until confirmed in writing.

3.6 Customer is deemed to have accepted the Order Confirmation as correct if no written objections are submitted within three (3) business days of its date.

3.7 Illustrations, dimensions, weights, colours and other product data in catalogues, brochures or on Seller's website are indicative only and not binding on Seller.

Art. 4

PRICES

- 4.1** Unless stated otherwise in the Order Confirmation, all prices are exclusive of VAT, import duties, levies and other governmental charges, which are for Customer's account.
- 4.2** Unless stated otherwise, prices include standard packaging.
- 4.3** Seller reserves the right to adjust agreed prices if, between the date of quotation and delivery, cost-price-determining factors change, including raw materials, energy, wages, freight or exchange rates. Customer may not cancel the order on grounds of a price adjustment unless the increase exceeds ten percent (10%).
- 4.4** Prices are stated in Euros unless otherwise agreed in writing. Currency fluctuations are at the risk of Customer.

Art. 5

DELIVERY

- 5.1** Unless otherwise stated in the Order Confirmation, delivery takes place Ex Works (EXW) Seller's premises in Tilburg, the Netherlands, in accordance with the latest Incoterms.
- 5.2** Delivery dates stated by Seller are estimates and not firm deadlines. Non-observance of a delivery date does not entitle Customer to rescind the Agreement, claim damages or suspend its obligations, unless Seller is in wilful default or grossly negligent.
- 5.3** Seller is entitled to make partial deliveries, each of which constitutes a separate transaction and may be invoiced separately.
- 5.4** A tolerance of ten percent (10%) in delivered quantity compared to the quantity in the Order Confirmation is permitted. Customer is obliged to pay for the actual quantity delivered.
- 5.5** For deliveries of mixed yarns, a tolerance of five percent (5%) on the stated fibre composition percentages applies.
- 5.6** Seller shall be entitled to make technical modifications to the Goods, provided the quality is not adversely affected.
- 5.7** If Customer fails to take delivery at the agreed time, Seller may store the Goods at Customer's risk and expense. Failure to take delivery does not suspend Customer's payment obligation.
- 5.8** Delivery times do not commence until Customer has provided all information required by Seller for the performance of the Agreement.

Art. 6

INSPECTION AND COMPLAINTS

- 6.1** Customer is obliged to inspect the Goods immediately upon receipt. Visible defects or shortages must be reported to Seller in writing within three (3) business days of receipt.
- 6.2** Hidden defects must be reported in writing immediately upon discovery, and in any event no later than fourteen (14) days after receipt. Failure to report within this period constitutes a waiver of all claims relating to the defect.
- 6.3** Complaints regarding Goods that have been processed, used, modified or contaminated by Customer are not accepted.
- 6.4** Return shipments shall only take place after Seller's prior written authorisation.
- 6.5** Packaging or Goods damaged during transport must be noted on the carrier's waybill, and a damage report must be drawn up before acceptance and sent to Seller within forty-eight (48) hours.
- 6.6** Seller shall at all times be given the opportunity to inspect Goods subject to complaint.
- 6.7** Submission of a complaint does not entitle Customer to suspend or withhold any payment obligations.

Art. 7

WARRANTIES

- 7.1** Seller warrants that the Goods shall conform to Seller's standard specifications as stated in the Order Confirmation at the time of delivery.
- 7.2** There are no other express or implied warranties. Seller expressly excludes any implied warranty of merchantability, fitness for a particular purpose or suitability for any specific application.
- 7.3** Seller is not aware of, and assumes no responsibility for, the specific application in which Customer intends to use the Goods. If specific properties or performance requirements are needed, these must be explicitly agreed in writing in the Order Confirmation.

7.4 If Goods are found not to conform to the warranty in Article 7.1, Seller's sole obligation shall be, at Seller's option: (i) replacement of the non-conforming Goods Ex Works; or (ii) a credit equal to the invoice price of the non-conforming Goods. All other remedies are excluded.

7.5 Warranty claims are subject to the notification requirements in Article 6 and require the Goods to be preserved and made available for inspection by Seller.

Art. 8 RETENTION OF TITLE

8.1 All Goods delivered by Seller remain the property of Seller until Customer has fulfilled all payment obligations towards Seller in full, including principal amounts, interest and costs.

8.2 Customer shall keep Goods subject to retention of title separately, in good condition and insured against usual risks.

8.3 As long as title remains with Seller, Customer may process or resell Goods only in the ordinary course of its business, and may not pledge or encumber them as security.

8.4 In the event of Customer's default, Seller is irrevocably authorised to repossess the Goods wherever located. Customer shall provide Seller with access to its premises for this purpose.

Art. 9 PAYMENT

9.1 Payment shall be made within thirty (30) days of the invoice date, unless a different payment term is stated in the Order Confirmation or agreed in writing.

9.2 Payments shall be made by bank transfer in Euros, free of any deductions, set-off or counterclaim, to the bank account specified on the invoice.

9.3 Objections to an invoice must be submitted in writing to Seller within eight (8) days of the invoice date. An objection does not suspend Customer's payment obligation.

9.4 In the event of late payment, Customer shall be in default by operation of law from the due date without further notice. From that date, Seller may charge statutory commercial interest (Wettelijke Handelsrente), EUR 150 in administrative costs, and extrajudicial collection costs of at least fifteen percent (15%) of the outstanding amount, with a minimum of EUR 100.

9.5 Bank charges deducted by Customer's bank from wire payments shall be added to Customer's next invoice.

9.6 In the event of Customer's default, all claims of Seller against Customer shall become immediately due and payable, and Seller may suspend further deliveries.

9.7 Seller reserves the right to require payment in advance or adequate security before commencing delivery.

Art. 10 FORCE MAJEURE

10.1 Neither Party shall be liable for failure to perform its obligations caused by circumstances beyond its reasonable control ("Force Majeure"), including: acts of God; war; terrorism; government measures; epidemics or pandemics; strikes or lockouts; transport disruptions; shortage of raw materials or energy; fire; flooding; plant breakdown; or failure of suppliers.

10.2 The Party invoking Force Majeure shall notify the other Party in writing as soon as possible, specifying the nature and expected duration of the event.

10.3 During a Force Majeure event, Seller's delivery obligations are suspended. If the Force Majeure event continues for more than sixty (60) days, either Party may terminate the affected portion of the Agreement without liability.

10.4 Seller may, in the event of Force Majeure, allocate available stock fairly among all its customers, including affiliates.

Art. 11 LIABILITY

11.1 Seller's liability to Customer is limited to the provisions of this Article and Article 7 (Warranties).

11.2 Seller shall only be liable for direct damage caused by Seller's wilful misconduct or gross negligence.

11.3 Seller shall under no circumstances be liable for indirect or consequential damages, including loss of profit, loss of revenue, loss of production, loss of contracts or damage to reputation.

11.4 Seller's aggregate liability for any and all claims arising out of or in connection with an Agreement shall in no event exceed the total invoice value of the Goods giving rise to the claim.

11.5 Customer assumes all risk and liability arising from its transportation, storage, handling, processing, use and resale of the Goods, and from the incorporation of Goods into Customer's products.

11.6 Customer shall indemnify and hold Seller harmless against all third-party claims arising from Customer's use or resale of the Goods.

11.7 Any claim by Customer against Seller shall be time-barred unless legal proceedings are commenced within twelve (12) months of the date of delivery of the relevant Goods.

Art. 12

SANCTIONS AND EXPORT CONTROLS

12.1 Customer represents and warrants that it is familiar with, and shall strictly comply with, all applicable sanctions and export control laws and regulations, including EU Council Regulation (EU) 833/2014 (as amended) and the EU Consolidated Sanctions List.

12.2 Customer shall not, directly or indirectly, re-sell, transfer, export or otherwise make available the Goods — or any products incorporating the Goods — to any person, entity or country subject to trade sanctions or embargoes imposed by the European Union, the United States (OFAC), the United Nations or any other competent authority. This prohibition applies without limitation to: Russia, Belarus, Iran, Syria, North Korea, Cuba, Sudan and the Russian-occupied territories of Ukraine.

12.3 Customer shall ensure that the Goods are not used for any prohibited purpose under applicable export control or sanctions laws, including prohibited military, dual-use or defence-related applications without the required licences.

12.4 Customer shall, upon Seller's request, promptly provide all information regarding the end customer, the country of final destination and the intended end use of the Goods, to enable Seller to verify compliance with applicable trade control laws.

12.5 Customer shall indemnify and hold Seller harmless from any fines, penalties, losses, costs or liabilities incurred by Seller as a result of Customer's breach of its obligations under this Article.

12.6 Seller reserves the right to refuse or cancel any order, or suspend any delivery, if Seller has reasonable grounds to believe that such order or delivery may result in a violation of applicable sanctions or export control laws.

Art. 13

INTELLECTUAL PROPERTY

13.1 All intellectual property rights in the Goods, including patents, trademarks and know-how, remain the property of Seller or its licensors. No licence is granted to Customer by these Conditions.

13.2 Customer shall not use Seller's trademarks, trade names or logos in any manner not expressly approved in writing by Seller.

13.3 Customer assumes all risks of intellectual property infringement arising from its importation, use or processing of the Goods, whether alone or in combination with other materials.

Art. 14

CONFIDENTIALITY

14.1 Customer shall keep confidential all technical, commercial and pricing information provided by Seller, and shall not disclose such information to third parties without Seller's prior written consent, for a period of ten (10) years from the date of disclosure.

14.2 Customer may disclose such information only where required by law or court order, provided Customer gives Seller prior written notice and limits disclosure to what is strictly required.

Art. 15

TERMINATION AND SUSPENSION

15.1 Seller may, by written notice and without court intervention, suspend performance or terminate any Agreement with immediate effect if: (a) Customer is declared bankrupt or applies for a moratorium on payments; (b) Customer's assets are attached; (c) Customer fails to meet any payment obligation; or (d) Customer's financial position has materially deteriorated in Seller's reasonable assessment.

15.2 In any of the events listed in Article 15.1, all outstanding invoices shall become immediately due and payable.

15.3 After termination or expiry of an Agreement, Seller is under no obligation to continue supplying Goods to Customer.

Art. 16

MISCELLANEOUS

16.1 Assignment. Neither Party may assign its rights or obligations under an Agreement without the prior written consent of the other Party. Seller may assign to an affiliated entity or to a successor in connection with a sale of its business.

16.2 Severability. If any provision of these Conditions is found to be invalid or unenforceable, that provision shall be reformed to the extent necessary to make it enforceable, and the remaining provisions continue in full force.

16.3 Waiver. Failure by Seller to enforce any provision shall not constitute a waiver of Seller's rights.

16.4 Entire Agreement. These Conditions, together with the Order Confirmation, constitute the entire agreement between the Parties regarding the sale of Goods.

16.5 Notices. Notices shall be in writing and delivered by email (with confirmation of receipt) or registered mail to the address stated in the Order Confirmation or on the invoice.

Art. 17

GOVERNING LAW

17.1 These Conditions, all Agreements and all legal relationships between the Parties are governed by the laws of the Netherlands.

17.2 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG/Vienna Convention) is expressly excluded.

Art. 18

DISPUTES

18.1 Any disputes arising from or in connection with these Conditions or any Agreement shall be submitted exclusively to the competent court in the district of Zeeland-West-Brabant, the Netherlands.

18.2 Notwithstanding the above, Seller reserves the right to submit any dispute to the competent court in the jurisdiction of Customer's registered office.