



General Terms and Conditions of Purchase of CORE Production Waalwijk B.V., located at 5145 NE Waalwijk, Spuiweg 28, filed with the Chamber of Commerce under number 24193235.

Article 1 - Definitions

1.1 In these Terms and Conditions, the following definitions shall apply:

- CORE WW: the private limited company CORE Production Waalwijk B.V., based in Waalwijk;
- Delivery: the supply of goods and services;
- General Conditions: the present General Conditions of Purchase of CORE WW;
- Services: all services performed or to be performed for CORE WW in execution of an Agreement;
- Goods: all goods delivered or to be delivered for CORE WW in execution of an Agreement;
- Supplier: any natural or legal person with whom CORE WW concludes an Agreement relating to the provision of Services and/or the delivery of goods;
- Agreement: the Agreement between CORE WW and the Supplier relating to the performance of Services and/or the supply of goods by the Supplier to CORE WW.

Article 2 - General

2.1 Unless otherwise agreed in writing, these General Conditions shall apply to all enquiries, quotations, orders and all Agreements relating to the Services to be provided by the Supplier and Goods to be supplied by the Supplier for CORE WW.

2.2 General terms and conditions of the supplier are not applicable, even in addition to these General Terms and Conditions, and possible applicability thereof is hereby expressly excluded, for now and in the future.

2.3 Insofar as the General Terms and Conditions are made available in another language in addition to Dutch, the Dutch text shall prevail in the event of any dispute regarding the interpretation of the General Terms and Conditions.

The Dutch version of this General Terms and Conditions is available on the website core.life or downloadable under the link [General-Terms-and-Conditions-of-Purchase-NL](#) and will be sent to you on request.

2.4 CORE WW reserves the right to change these terms and conditions unilaterally.

Article 3 - Offer and Agreement

3.1 Unless otherwise agreed in writing, offers issued by the Supplier are irrevocably valid for a period of sixty (60) days from receipt by CORE WW. The content of the quotation shall be considered as an offer.

3.2 A request from CORE WW for an offer is always without obligation.

3.3 Supplier declares by submitting the offer that it has the necessary experience finances, knowledge and personnel to perform the performance.

3.4 The Supplier is not entitled to compensation for costs incurred in preparing or elaborating an offer.

3.5 An Agreement only comes into being by a written (whether or not sent by e-mail) purchase order from CORE WW. If an order confirmation from the Supplier deviates from CORE WW's written purchase order, CORE WW is only bound by this deviation if it has expressly agreed to this deviation in writing (by e-mail or otherwise).

3.6 If there is a dispute between the parties on the content of the Agreement, CORE WW's purchase order is binding.



3.7 If the Supplier performs or prepares to perform a service before the purchase order is received from CORE WW, this shall be at the Supplier's risk and expense.

3.8 CORE WW is entitled to change the Agreement, even if this results in more or less work. If, according to the Supplier, the changes affect the agreed price or delivery time, he shall notify CORE WW immediately by e-mail or by fax. In case of additional work, the Supplier shall make an additional quotation regarding the price and delivery time associated with it as well as the consequences for the other work to be carried out by the Supplier. CORE WW is not obliged to pay claims on account of additional work and additional work shall not be carried out by the Supplier until ordered in writing by CORE WW.

3.9 Deviations and/or additions to these General Terms and Conditions are only possible if and to the extent that CORE WW has expressly accepted them in writing. The expressly accepted deviation and/or addition to these General Terms and Conditions shall only apply to the relevant Agreement under which the deviation and/or addition has been accepted.

Article 4 - Provision of information

4.1 Prior to Delivery (and manufacture), the Supplier shall provide CORE WW with all important technical documentation, such as (inter alia) drawings with dimensions, bills of materials, foundation plans and inspection requirements, at CORE WW's request.

4.2 The Supplier shall provide instructions for assembly, disassembly and inspection, as well as operation and maintenance of the Goods to CORE WW no later than four weeks prior to Delivery. In addition, the Supplier shall provide CORE WW with all drawings, diagrams and other documents (if any) relating to the Goods, so that CORE WW has a clear understanding of the operation, operation, maintenance of the Goods, as well as for ordering replacement parts.

4.3 The provision of the technical documentation and CORE WW's approval thereof, if any, shall expressly not affect the Supplier's obligations under the Agreement and any warranty claims - contractual or otherwise - of CORE WW.

Article 5 - Prices

5.1 Unless otherwise agreed in writing, all agreed prices are fixed and inclusive of all taxes, levies, import and export duties and inclusive of all costs related to the Delivery, including but not limited to the costs of proper packaging. The prices of Services and/or goods always include all travel and accommodation expenses, costs for preparatory work as well as all other costs.

5.2 Agreed prices can never be increased during the term of the Agreement, unless otherwise agreed in writing. In the latter case, the Supplier is not entitled to pass on a price increase to CORE WW until it has been accepted in advance by CORE WW in writing.

5.3 Price increases due to more or less deliveries can only be passed on if this price increase is accepted by CORE WW in writing in advance.

5.4 All prices must be quoted in Euros. Settlement of exchange rate differences to the disadvantage of CORE WW is excluded.

Article 6 - Inspection and planning

6.1 CORE WW shall have free access to the Supplier's production facilities at all times prior to Delivery. In addition, CORE WW shall be entitled, on request, to inspect the information relating to the progress, quality of performance and a summary of the material used in relation to the Goods.

6.2 Prior to the Delivery, the Supplier shall provide a detailed schedule to CORE WW. The Supplier shall also keep CORE WW regularly informed of progress. If delay of the Delivery is imminent.



Article 7 - Delivery

7.1 Supplier warrants that Delivery will be made at the agreed place and time. Unless otherwise agreed in writing, delivery shall be made under the delivery condition Delivered Duty Paid, at the agreed place of delivery, according to the version of ICC Incoterms® 2020, without prejudice to CORE WW's right to arrange its own transport.

7.2 Delivery of different volumes, partial deliveries or deliveries before the agreed time are only possible with the prior written consent of CORE WW.

7.3 All costs associated with delivery to an incorrect address shall be borne by the Supplier insofar as the incorrect delivery is attributable to him. Any transport damage shall be borne by the Supplier.

7.4 If the Goods are collected by CORE WW or a third party engaged by it, the Supplier shall provide the necessary assistance in loading the Goods, without CORE WW owing any compensation to the Supplier for this.

7.5 Agreed delivery dates and deadlines are final. If the delivery period is exceeded, the Supplier, without notice of default being required, shall be in default and liable to pay all losses suffered by CORE WW as a result on demand. Also, if the Supplier exceeds the agreed delivery time, CORE WW is entitled to refuse the Goods and/or Services to be delivered and to rescind the Agreement in whole or in part, without CORE WW owing any compensation to the Supplier.

7.6 The Supplier shall notify CORE WW immediately by e-mail or fax of any impending overrun of the delivery time, stating the nature of the circumstances, the measures taken or to be taken by the Supplier and the likely duration of the delay.

7.7 All identification requirements specified in the order or on the drawing lists shall be strictly adhered to and clearly displayed by the Supplier. The Supplier may be obliged to still carry out the necessary identification at the delivery address if these requirements are not complied with.

7.8 CORE WW is entitled to delay acceptance of the Delivery until after the agreed time of Delivery for a reasonable period of time. In such a case, the Supplier shall, at CORE WW's request, store the Goods, properly packed, separated and identifiable, secured and insured.

Article 8 - Transfer of ownership and risk

8.1 Ownership of the Goods shall pass to CORE WW at the time of delivery. Delivery means the actual making available of the Goods to CORE WW by giving CORE WW possession thereof. The Supplier warrants that full and unencumbered ownership of the Goods is given to CORE WW.

8.2 The risk of damage to and loss of the Goods to be delivered shall pass to CORE WW only at the time of delivery, provided the Goods comply with the provisions of Article 10.

8.3 If Goods are rejected by CORE WW, they remain the property of the Supplier and the risk is deemed to have remained with the Supplier and therefore never to have passed to CORE WW (contrary to Article 7.1 of these General Conditions). In that case CORE WW is not obliged to fulfil its obligations under the Agreement. The Supplier shall in that case credit CORE WW for the amounts already invoiced and shall promptly refund amounts already paid by CORE WW to CORE WW.

8.4 Acceptance of Goods by CORE WW does not prevent a later appeal by CORE WW to defects in the Goods and/or an appeal to the Supplier's failure to fulfil his obligations in any other way. Processing, treatment, commissioning or redelivery of the Goods does not affect this right.

8.5 If CORE WW makes goods available to the Supplier, such as auxiliary materials, tools, materials, drawings, moulds, models, designs, calculations, photographs, specifications, software, etc., for the fulfilment of its obligations, these goods remain the property of CORE WW. These goods shall be sent to the Supplier carriage paid. Damage to these goods shall be borne by the Supplier.

8.6 The Supplier shall return the goods referred to in Article 8.5 to CORE WW at CORE WW's first request and in any case immediately after execution of the Agreement.



8.7 The right of use of the goods mentioned in Article 8.5 is limited to the use in execution of the Agreement. These goods may not be reproduced, disclosed, made available to third parties or used in any other way, in whole or in part, without the express written consent of CORE WW.

Article 9 - Non-compliance

9.1 In case the Supplier fails to fulfil its obligations under the Agreement, it shall be in default without further notice of default being required. Any deadline agreed between CORE WW and the Supplier for the Supplier to fulfil its obligations under the Agreement is a deadline, unless otherwise agreed in writing.

9.2 Any failure of the Supplier to fulfil his obligations under the Agreement entitles CORE WW to rescind the Agreement in whole or in part, without notice of default being required, without prejudice to all other rights of CORE WW in connection with the non-performance. If the Supplier fails to fulfil its obligations, CORE WW shall be entitled to proceed to replacement, repair or re-performance at the expense of the Supplier, with or without the help of third parties.

9.3 The Supplier shall be liable for and shall indemnify CORE WW in respect of any claim for damages, including consequential damages, lost profits, recovery damages and other indirect damages, resulting directly or indirectly from any failure of the Supplier, including personnel of the Supplier or third parties engaged by the Supplier, to perform or properly perform any obligations under the Agreement or any other contractual or non-contractual obligation of the Supplier to CORE WW or third parties.

9.4 Without prejudice to any other rights of CORE WW, the Supplier shall be liable to reimburse all costs incurred by CORE WW, both judicial and extrajudicial, including costs of legal assistance, to collect any amount due or to obtain performance of any obligation of the Supplier under the Agreement.

9.5 The applicability of Section 6:89 of the Civil Code and Section 7.23 of the Civil Code is excluded to the Agreement.

9.6 Except in the case of a non-attributable failure ("force majeure"), the Supplier shall be fully liable for all damage that CORE WW or third parties may suffer as a result of the Supplier's failure to fulfil, or improper fulfilment of, its obligations under the Agreement. Force majeure shall in any case not include: fire, water damage, occupation, import and export impediments, government measures, disruptions in the supply of energy, breakdowns of machinery, inability to fulfil a guarantee, lack of personnel, strikes, attributable failure or wrongful act of a supplier or third parties engaged by the Supplier, financial problems on the part of the Supplier for whatever reason and/or all other situations over which the Supplier can directly or indirectly exercise influence. Nor is force majeure involved if the Supplier himself is unable to perform the delivery, but this can be done by a third party. In that case, the Supplier shall, without prejudice to the provisions of Article 17.4, have the performance carried out by that third party at its own expense and in consultation with CORE WW.

9.7 The Supplier may only invoke force majeure if as soon as possible but no later than five (5) working days after the occurrence of the force majeure it submits satisfactory evidence to CORE WW by e-mail of such an appeal.

9.8 In case of force majeure on the part of the Supplier, CORE WW is entitled to terminate the Agreement immediately, without any obligation to pay damages.

Article 10 - Warranty

10.1 The Supplier warrants that the Goods comply with the Agreement. The Supplier warrants the soundness and quality of the Goods and that the Goods meet the normal requirements of usability, safety and service life, meet the agreed specifications and qualifications, are free from design and/or material defects and are suitable for the purpose for which the Goods are intended. The Supplier also warrants that the Goods comply with all relevant statutory provisions and other government regulations, including but not limited to those relating to the environment, safety and import and export.



10.2 Guarantees issued by the Supplier to CORE WW shall have a duration of at least 48 months from the time of Delivery.

10.3 If all or part of the delivery does not comply with what the Supplier has guaranteed in accordance with Article 10.1 or otherwise in the Agreement, the Supplier shall have imputably failed to fulfil its obligations under the Agreement.

Article 11 - Intellectual property rights

11.1 The supplier warrants that the goods to be delivered by him to CORE WW do not infringe any intellectual property rights of third parties and indemnifies CORE WW against all consequences of claims by third parties for infringement of their intellectual property rights. This indemnification shall include all damages and costs suffered or incurred by CORE WW in connection with such claim.

11.2 The Supplier shall inform CORE WW as soon as possible of a claim regarding an infringement or alleged infringement of intellectual property rights of third parties. The Supplier shall defend himself carefully against such a claim, in consultation with CORE WW but at his own expense and risk, unless the parties agree otherwise.

11.3 If the Delivery consists of a product or concept developed for CORE WW, all intellectual property rights relating to the product and concepts or designs in question shall belong to CORE WW. The Supplier, including the third parties working on his behalf or under his supervision, waives all rights he may have in this matter outside this provision and shall perform all acts necessary for CORE WW to obtain or retain the intellectual property rights and by accepting these General Conditions, gives CORE WW an irrevocable power of attorney to perform those acts on his behalf. The drawings, diagrams, photographs, moulds, etcetera, underlying the development of the product or concept, shall be made available by the Supplier to CORE WW at CORE WW's first request and otherwise immediately after payment or settlement. To the extent necessary, by accepting these General Conditions, the Supplier grants unconditional and non-cancellable rights of use in respect of the aforementioned intellectual property rights to CORE WW. As far as the intellectual property rights are not yet legally owned by CORE WW, the Supplier hereby transfers them to CORE WW to the extent possible and warrants that he is entitled to do so. If this transfer is not legally valid, the Supplier shall still transfer the intellectual property rights to CORE WW at its first request.

Article 12 - Payment

12.1 Unless expressly agreed otherwise in writing, payment of the Supplier's invoice shall be made within sixty (60) days of CORE WW's receipt and approval of the invoice. If payment of the invoice is made by CORE WW within fifteen (15) days of receipt of the invoice, it shall pay the invoice amount subject to a 2% payment discount. Invoicing may only take place after timely and correct performance by the Supplier and after the Delivery has been accepted by CORE WW. If (nevertheless) invoicing takes place earlier, the payment period only starts when the Delivery is accepted by CORE WW.

12.2 As security for the fulfilment of the Supplier's obligations under the agreement, CORE WW shall leave 10% of the invoice amount unpaid until the Goods have been installed and put into use. No interest shall be payable by CORE WW on this sum.

12.3 The time of payment is when the invoice amount minus 10% (clause 12.2) has been debited from CORE WW's bank account.

12.4 Payment of a sum of money shall first be applied to reduce the principal sum and interest, then to reduce the interest due and then to reduce the costs.

12.5 If CORE WW fails to pay on time, it shall first owe statutory interest on the invoice amount, if, after receiving a written demand for payment, in which a term for payment of at least seven (7) days has been set, it unjustifiably fails to pay. CORE WW is never obliged to reimburse (extrajudicial) costs as referred to in Article 6:96 of the Civil Code.

12.6 CORE WW shall be entitled to set off claims of the Supplier against all amounts owed by the Supplier to CORE WW from any legal relationship. Set-off by the Supplier is excluded. If the debt and the claim are expressed in different currencies, the debt shall be converted into the currency of



12.7 the claim at the mid-rate exchange rate in the country of the currency of the claim on the day on which the declaration for set-off is made.

12.8 CORE WW is entitled to suspend its payment obligations if a defect in the Goods is detected or the Supplier otherwise fails to fulfil its obligations under the Agreement or any other Agreement between CORE WW and the Supplier.

12.9 All invoices must be sent to CORE WW in single copy, fully and correctly completed. The Supplier must also comply with CORE WW's request to send shipping advice and packing lists to prescribed addresses.

Failure by the Supplier to comply with provisions of this Article and/or failure to complete documents belonging to the Delivery may cause delay in payment, for which delay CORE WW is not liable. This also entitles CORE WW to suspend its payment obligation.

12.10 Payment by CORE WW in no way implies a waiver of rights.

Article 13 - Liability of CORE WW

13.1 The cumulative liability (or cumulative liabilities), based on any legal ground or grounds whatsoever, cannot (cannot) result in CORE WW having to pay a monetary amount to the Supplier that exceeds the invoice amount actually paid by CORE WW to the Supplier for the relevant month in which CORE WW is held liable, but is in any case limited to the amount for which CORE WW is insured and its insurance actually pays out. CORE WW's total liability is limited to this.

13.2 CORE WW is not liable for any indirect damage suffered by the Supplier or a third party in connection with (the performance of) an Agreement or a good or service provided by CORE WW, including consequential damage, immaterial damage, business or environmental damage.

13.3 The liability exclusion in this article does not apply if damage is caused by intent or gross negligence of CORE WW or its managerial staff.

13.4 Unless the damage was caused by intent or gross negligence of CORE WW or its managerial staff, the Supplier shall indemnify CORE WW against all claims by third parties, directly or indirectly related to (the use of) the goods and the Supplier shall reimburse all damages suffered by CORE WW, including (legal) advisor costs, as a result of such claims.

13.5 The Supplier may only invoke the obligations as set out in this article, if it has itself fulfilled all its obligations to CORE WW.

13.6 Any right of claim of the Supplier against CORE WW shall lapse no later than one year after delivery of the goods sold to CORE WW or performance of the Agreement.

Article 14 - Termination of Agreement

14.1 The Supplier shall not be entitled to suspend or set off its obligations. In the following cases, the Supplier is legally in default and CORE WW is entitled to suspend the fulfilment of its obligations and/or to dissolve the Agreement in whole or in part - without any notice of default or judicial intervention being required - out of court:

- a) in case of bankruptcy or suspension of payments of the Supplier;
- b) in case of total or partial shutdown of the Supplier's business;
- c) in case of dissolution or liquidation of the Supplier's business or in case the Supplier ceases to exist;
- d) in case of seizure of company property or Goods intended for the performance of the Agreement;
- e) in case of rejection of the Goods.

14.2 In the cases mentioned in Article 14.1, CORE WW is entitled to suspend the (further) execution of the Agreement and CORE WW's claims on the Supplier are immediately due and payable.

14.3 In case of multiple orders placed under the same Agreement or in case of Deliveries at multiple



times, CORE WW is entitled to rescind all or part of the Agreement in case of non-fulfilment by the
14.4 Supplier of his obligations in relation to one or more orders and/or deliveries.

Article 15 Compliance

15.1 The Supplier guarantees that its business operations comply with the laws and regulations applicable to it as well as the agreement concluded with CORE WW (including Zehnder's Code of Conduct). The Supplier further confirms that it has taken sufficient organisational measures in its business to ensure compliance with the provisions of this paragraph at all times.

15.2 The Supplier is strictly prohibited from offering, promising or granting gifts and/or benefits to CORE WW employees for their work on behalf of CORE WW. If the Supplier violates this prohibition, CORE WW may terminate the agreement with immediate effect, without further notice and without being liable for damages.

Article 16 Data and cybersecurity

16.1 Supplier is obliged to comply with all provisions of the General Data Protection Regulation (GDPR).

16.2 In case of information or cybersecurity incidents, which cause (potential) breaches of (personal) data of CORE WW or its affiliates, the Supplier shall report this to CORE WW immediately and no later than 48 hours via datalek@core.life. The notification shall in any case contain the information listed in Article 33 paragraph 3 AVG. This notification does not release the Supplier from its obligation of to also notify the supervisory authority in the manner set out in Article 33 AVG.

Article 17 - Other provisions

17.1 The Agreement is exclusively governed by Dutch law. Other regulations or treaties are excluded. The Vienna Sales Convention (C.I.S.G.) does not apply to the Agreement.

17.2 If any provision of these General Terms and Conditions is non-binding or non-enforceable, the other provisions shall remain in full force and effect. The parties undertake to replace the non-binding or non-enforceable provisions by a provision that is binding and enforceable and that - in view of the purpose and purport of the Agreement - deviates as little as possible from the non-binding or non-enforceable provision.

17.3 Only the District Court Oost-Brabant, location 's-Hertogenbosch has jurisdiction to settle disputes arising from the Agreement. In addition/divergence thereof, CORE WW has the right to submit the dispute to a court that has jurisdiction according to national, international or supranational (such as European) laws and regulations.

17.4 Other than with the consent of CORE WW, the Supplier is not allowed to transfer rights and obligations under the Agreement to third parties or have them performed by third parties.