

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR QEMETICA NL SILICA B.V.

1. GENERAL

- 1.1. The term “**Agreement**” means legally binding contract between the Supplier and QEMETICA NL SILICA B.V. consisting of:
 - A) these General Terms and Conditions of Purchase for QEMETICA NL SILICA B.V. (further “**GTC**”); and
 - B) the Purchase Order that is a written order issued by QEMETICA NL SILICA B.V. to Supplier (including any schedules, attachments, and documents incorporated by reference) that specifies the goods and/or services to be provided, quantities, delivery or performance dates, pricing, and any other applicable terms. The Purchase Order may be issued electronically;
 - C) Statement of Work “**SOW**” means a document executed by the parties that describes specific services to be performed (and any related deliverables), including scope, specifications, milestones, service levels, acceptance criteria, personnel, timeline, location, and pricing/fees, together with any applicable assumptions and dependencies.
- 1.2. Purchase Orders and Statements of Work may be executed: (a) in writing; (b) by certified electronic signature equivalent to written form; or (c) by the Supplier’s acceptance of the Purchase Order and/or performance thereunder. For clarity, an email from an authorized representative of the Supplier or Buyer that clearly accepts the Purchase Order or SOW (including reference to the applicable document number and key terms) constitutes valid electronic acceptance. By accepting the Purchase Order and/or performing thereunder, the Supplier agrees to comply fully with the GTC set forth in this document.
- 1.3. None of the Supplier's general terms and conditions shall apply in acknowledging a Purchase Order or in the acceptance of a Purchase Order. Acceptance by QEMETICA NL SILICA B.V. of the goods delivered or services rendered under an order shall not constitute an agreement to the Supplier's terms and conditions. For the avoidance of doubt, the lack of QEMETICA NL SILICA B.V. objection to Supplier's general terms and conditions at any stage of the correspondence shall not be construed as a waiver of the provision hereof nor as an acceptance of the Supplier's general terms and conditions. The Supplier's terms and conditions are hereby expressly rejected and shall form no part of the Agreement.
- 1.4. In the event of contradiction with any existing written purchase agreement between QEMETICA NL SILICA B.V. and Supplier, the terms of said agreement shall prevail over these terms and conditions.
- 1.5. Only if a provision of a Purchase Order or SOW irreconcilably conflicts with these GTC after applying good-faith interpretation, the SOW or Purchase Order will control for that specific subject matter. All other provisions of the GTC remain in effect.

2. OFFERS / ORDERS

- 2.1. All orders placed by QEMETICA NL SILICA B.V. and amendments to them shall be confirmed by the Supplier within one week of receipt. If Suppliers confirmation should vary from the Purchase Order or SOW such variation will be binding only if expressly accepted in writing or by certified electronic signature by QEMETICA NL SILICA B.V.

3. PRICES

- 3.1. Prices referred to in the Purchase Order placed by QEMETICA NL SILICA B.V. shall be inclusive of all costs necessary for the completion of the order and specifications and shall be fixed unless QEMETICA NL SILICA B.V. expressly signifies its agreement to a different arrangement.
- 3.2. Prices referred to in the Purchase Order placed by QEMETICA NL SILICA B.V. shall be exclusive of value added tax, customs duties and public charges payable in compliance with respective regulations by QEMETICA NL SILICA B.V.

4. TERMS OF PAYMENT

- 4.1. Payment for the goods delivered or services rendered shall be made on the basis of an invoice within 30 full days for SME's (Small and Medium-sized Enterprises) and 60 full days for non-SME's, unless provided otherwise in the Purchase Order. Payment shall not imply implicit approval.
- 4.2. The Supplier may issue an invoice only upon QEMETICA NL SILICA B.V.'s acceptance of all Goods, unless otherwise stipulated in the Purchase Order. Notwithstanding the foregoing, at the Supplier's request, QEMETICA NL SILICA B.V. may consent in writing to the issuance of separate invoices and

payments for deliveries of individual batches of Goods, corresponding to different delivery dates, provided that each invoice may be issued only after acceptance of the relevant batch of Goods by QEMETICA NL SILICA B.V.

- 4.3. The Supplier will issue an invoice immediately following acceptance of the Goods and will promptly deliver the invoice to QEMETICA NL SILICA B.V at the address or electronic address specified in the Purchase Order.
- 4.4. If QEMETICA NL SILICA B.V. should fail to meet its undisputed payment obligations (in time), QEMETICA NL SILICA B.V. will owe no more than the statutory interest (according to article 6:119a Civil Code) provided that QEMETICA NL SILICA B.V. has been granted a reasonable period by the Supplier in which to meet its payment obligations and has failed to meet such obligation and only after expiry of that period.
- 4.5. QEMETICA NL SILICA B.V. may withhold payment if the Supplier's invoice is inaccurate and/or does not meet reasonable requirements of QEMETICA NL SILICA B.V., and/or fails to satisfy applicable legal or tax requirements. The Supplier shall include all documentation to support the invoice, providing that it is reasonably required by QEMETICA NL SILICA B.V.
- 4.6. The invoice, apart from statutory requirements shall contain:
 - A) an eight-digit CN Code of the Combine Nomenclature used in the EU for classifying goods;
 - B) number of the Purchase Order assigned by QEMETICA NL SILICA B.V. or reference to Statement of Work,
 - C) contact details of the Supplier's contact person designated to take care of the matters related to the invoice;
 - D) number of the bank account, name and address of the bank, SWIFT code of the bank.
- 4.7. The Supplier may change its account specified in the Agreement for receiving a payment by giving a written notice to QEMETICA NL SILICA B.V. at least 30 days prior to due date of payment.
- 4.8. QEMETICA NL SILICA B.V. may process payments to the Supplier that is VAT payer, in the split payment mechanism.
- 4.9. Payments by QEMETICA NL SILICA B.V. are considered to have been carried out on the date when they are debited to its account.

5. TRANSFER OF RIGHTS AND DUTIES

- 5.1. Each party shall require the prior written consent of the other party for every transfer of rights and/or duties to third parties.
- 5.2. The Supplier shall require the prior written consent of QEMETICA NL SILICA B.V. for any work to be subcontracted under pain of nullity. The Supplier will not permit any subcontractor to further subcontract any part of the Agreement without the prior written approval of QEMETICA NL SILICA B.V. Any request for approval must identify the proposed subcontractor or sub-subcontractor, describe the work to be performed, and provide relevant qualifications. Approval may be granted or withheld at the sole discretion of QEMETICA NL SILICA B.V.
- 5.3. QEMETICA NL SILICA B.V. may, by written notice to the Supplier require the immediate removal of any subcontractor, or any employee or agent of a subcontractor, from performance of the Agreement if, in the reasonable and substantiated opinion of QEMETICA NL SILICA B.V.:
 - A) their conduct, performance, or qualifications are unsatisfactory or otherwise detrimental to the interests of QEMETICA NL SILICA B.V.
 - B) they have violated any applicable law, regulation, or provision of this Agreement; or
 - C) their continued involvement poses a risk to health, safety, or security.Upon receiving such notice, the Supplier will ensure that the specified subcontractor, employee, or agent is promptly removed from performance of the Agreement and replaced at no additional cost to QEMETICA NL SILICA B.V.
- 5.4. The Supplier shall remain fully responsible and liable for work carried out by third parties in connection with the order placed by QEMETICA NL SILICA B.V.

6. CONDITIONS OF DELIVERY

- 6.1. Delivery shall occur in accordance with the conditions recorded in the Agreement and defined unless agreed otherwise in writing and unless these GTC provide otherwise.
- 6.2. Delivery of goods or services will be made DDP (Delivery Duty Paid) as defined in the most recent edition of Incoterms, published by the International Chamber of Commerce, valid on the date of establishment of the Agreement, unless agreed otherwise between the Parties.

- 6.3. The Supplier will, by the date agreed by the Parties in documentary form but no later than three business days before the scheduled delivery date of goods, provide QEMETICA NL SILICA B.V. with shipping information, including:
- A) Method of transport;
 - B) Expected date of shipment;
 - C) Shipping specification;
 - D) Weight of the goods, and
 - E) All instructions necessary for the proper transport or unloading of the goods.

Alternatively, the Supplier may provide this information by entering a notification into the system used by QEMETICA NL SILICA B.V., in accordance with the instructions provided by QEMETICA NL SILICA B.V. Failure to provide the shipping information or notification as required under this clause will constitute a material breach of this Agreement.

- 6.4. QEMETICA NL SILICA B.V. will confirm that the carrier has delivered the Goods for acceptance by signing a shipping document (such as a bill of lading, Purchase Order- delivery note) and will receive the Goods from the carrier, provided there is no visible defect or damage to the shipment at the time of delivery. Such confirmation and receipt will not constitute acceptance of the goods.
- 6.5. QEMETICA NL SILICA B.V. within 7 business days check at this stage:
- A) overall quantities of goods, or quantities of collective packaging, if goods are delivered as such;
 - B) Compliance of documentation provided with the goods with the specification attached, or in the Agreement;
 - C) Weight of the goods.
- 6.6. If, after inspection QEMETICA NL SILICA B.V. identifies any non-compliance of the goods with the Agreement or any transport damage will:
- A) prepare a written protocol describing the non-compliance or damage, and decision of replacement of goods;
 - B) have the right to refuse acceptance of all or part of the goods. In such case, QEMETICA NL SILICA B.V. may, at its sole discretion: (i) require the immediate delivery of goods that are free from defects and in compliance with quantities and specifications set out in the Agreement; or (ii) purchase, at the cost and risk of the Supplier, goods equivalent to these refused by QEMETICA NL SILICA B.V., without the need for court authorization.
- 6.7. If goods are not accepted, these will be taken back promptly by the supplier at its expense or QEMETICA NL SILICA B.V. can return the goods at the expense and risk of the Supplier.
- 6.8. Neither omission to inspect the goods nor knowledge of a defect shall in any way limit QEMETICA NL SILICA B.V. right to claim for remedies. QEMETICA NL SILICA B.V. shall have the right to put Supplier on notice of defects within a reasonable time following the detection of a defect provided that it was detected during the applicable warranty period.
- 6.9. The Supplier shall provide QEMETICA NL SILICA B.V. in writing with all such information, documentation, instruction, etc. as QEMETICA NL SILICA B.V. may need to make maximum use of the goods/services.
- 6.10. In the product documentation to be delivered with the goods, the Supplier shall include information about all relevant EH&S aspects, including in particular:
- A) specific description of potential environmental dangers and the biodegradability of the material;
 - B) Safety Data Sheet according to REACH or other applicable product stewardship legislation;
 - C) The recommended way of disposing of residues, packaging, etc.;
 - D) The possible ways of neutralizing the dangerous (or environmentally dangerous) aspects of the material by means of treatment or chemical reactions.
- 6.11. When work is carried out at QEMETICA NL SILICA B.V.'s premises, the Supplier shall always observe the current QEMETICA NL SILICA B.V. and EH&S regulations.
- 6.12. Supplier certifies to have taken all steps necessary to meet local and European legislation (including REACH) on subject with respect to documentation and labeling of the delivered goods both during transport and use.

7. DELIVERY PERIOD

- 7.1. The agreed delivery period set forth in the Purchase Order shall be binding. Time shall be of the essence. Goods delivered at the place designated by QEMETICA NL SILICA B.V. Services will be considered delivered upon completion of the services or work in accordance with the specifications set out in the Agreement.
- 7.2. The Supplier shall notify QEMETICA NL SILICA B.V. immediately of every delay in the delivery of the goods or in the completion of the order, indicating at the same time the circumstances that have caused the delay. This notification shall not relieve the Supplier of his duties in respect of the agreed delivery period.
- 7.3. Acceptance of delayed delivery shall not constitute a waiver of QEMETICA NL SILICA B.V.'s rights or remedies.

8. TRANSFER OF OWNERSHIP, PATENTS AND RISK

- 8.1. The title and risk of goods shall pass to QEMETICA NL SILICA B.V. upon delivery thereof.
- 8.2. Any retention of title stipulated by the Supplier will not apply unless accepted in writing by QEMETICA NL SILICA B.V.
- 8.3. Parts and materials which have been manufactured or bought by the Supplier (but paid for by QEMETICA NL SILICA B.V.) for the benefit of goods to which the order relates and the goods themselves shall become the property of QEMETICA NL SILICA B.V. from the start of the manufacturing process or from the time of delivery to the Supplier. The Supplier shall mark the goods as the property of QEMETICA NL SILICA B.V. and shall keep them safely and insure them on the normal conditions until the moment of delivery to QEMETICA NL SILICA B.V.. The Supplier shall take all reasonable measures to prevent any deterioration in quality. The Supplier shall neither allow third parties to have access to, see or obtain possession of these goods nor exhibit them without the prior written consent of QEMETICA NL SILICA B.V.
- 8.4. If any intellectual or industrial property right should arise from the performance by the Supplier of its obligations, such rights will be immediately transferred to QEMETICA NL SILICA B.V. If any such transfer should require a written document, the Supplier shall cooperate in the transfer at QEMETICA NL SILICA B.V.'s first request without stipulating any further conditions.

9. PACKAGING, TRANSPORT AND TEMPORARY STORAGE

10. The Supplier guarantees that the goods will be properly packaged and that upon delivery the goods, packaging and/or containers will be identified, marked and labelled in accordance with the applicable packaging laws and regulations.
11. The Supplier will ensure that all goods supplied under this Agreement are clearly labeled on the exterior of each package and each label includes the following information:
 - A) name of the goods and unique identifier (such as CAS number, index number, and chemical name of the substance);
 - B) manufacturer's name, address, and telephone number;
 - C) batch number and production date;
 - D) shelf life or expiry date;
 - E) net and gross weight of the package contents;
 - F) labeling of all types of hazards and associated precautions, including handling instructions, hazard pictograms, hazard statements, signal words, appropriate precautionary statements, and any supplementary information, in accordance with the provided safety data sheet and all applicable legal regulations;
 - G) transport markings, if applicable (including UN number and any other required transport identifiers);
 - H) any additional information required by applicable law or reasonably requested in writing by QEMETICA NL SILICA B.V.

12. INDEMNITY

- 12.1. The Supplier shall indemnify QEMETICA NL SILICA B.V. against claims (including) product liability claims, demands, actions, fines, penalties, losses, damages and expenses, including without limitation attorney's fees and charges, arising from or related to acts or omissions of the Supplier or of third parties involved by him in the performance of the Agreement, breach by the Supplier of any of its warranties or representations or with regard to goods, which are delivered by the Supplier.

- 12.2. The Supplier shall also indemnify QEMETICA NL SILICA B.V. against possible claims, which third parties may enforce against QEMETICA NL SILICA B.V. in connection with the non-observance of national, international or supranational regulations regarding packaging and transport.

13. CONFIDENTIALITY

- 13.1. Each party agrees not to disclose the other party's confidential information to third parties without the other party's prior consent, nor to use such confidential information for purposes other than performance of its obligations under the Agreement. Disclosure of such information shall be limited to those officers, employees, consultants and/or agents of the receiving party who have a need to know and who are bound by confidentiality obligations no less stringent than those contained herein.
- 13.2. These confidentiality and non-use obligations shall survive for a period of five years from expiration or termination of the Agreement, except with respect to information that constitutes a trade secret or proprietary technical knowledge in which case such obligations shall survive for so long as such information is not publicly known
- 13.3. In particular, the Supplier shall not, without the prior consent of QEMETICA NL SILICA B.V., inform third parties about the order or disclose to them or use for the benefit of third parties any know-how and information, which come to his attention in connection with the execution of an order placed by QEMETICA NL SILICA B.V.
- 13.4. Drawings, specifications, manuals, samples, software etc. which have been made available by QEMETICA NL SILICA B.V. or have been manufactured by the Supplier at the request of QEMETICA NL SILICA B.V. shall remain or become, as the case may be, the property of QEMETICA NL SILICA B.V. and may be used by QEMETICA NL SILICA B.V. as it sees fit. No copies of the said documents are allowed to be made without the prior written consent of QEMETICA NL SILICA B.V.

14. CONTRACTUAL PENALTIES

- 14.1. QEMETICA NL SILICA B.V. will have the right to demand payment of the following contractual penalties from the Supplier for non-performance or improper performance of the Agreement in the event of:
- A) a delay in a delivery of goods or relevant batch – for each commenced day of delay (strict liability) 1% of net value of goods that were not delivered for the first 10 days and 2% starting from the 11th day of delay and for each day thereafter;
 - B) a delay in a delivery of goods in repairing or replacing the goods beyond the period specified in the applicable guarantee conditions -1% of net value of goods that were not delivered for each commenced day of delay (strict liability, counted from the date the complaint is filed);
 - C) the assignment of any part of this Agreement without the prior approval of QEMETICA NL SILICA B.V. – 10 % of net value of goods delivered by the Supplier during the twelve (12) months immediately preceding the event giving rise to the first such penalty;
 - D) any breach of confidentiality obligations set forth in the Agreement – a penalty of EUR 25,000 for each breach.
- 14.2. Strict liability means the Contractor will only be released from liability if it proves that the delay was caused by Force Majeure or by reasons attributable to QEMETICA NL SILICA B.V.
- 14.3. Contractual penalties will accrue separately for each breach of the Agreement; however, the aggregate amount of all contractual penalties payable under a single order will not exceed% of the value of the goods.
- 14.4. Contractual penalties do not limit a right to claim supplementary compensation, up to the full amount of the damage suffered by QEMETICA NL SILICA B.V.

15. GUARANTEE

- 15.1. The Supplier guarantees that the goods and services delivered will meet the agreed specifications and be of good quality, new (unless otherwise agreed), free of any defects, fit for their intended purpose, made of proper materials, and meet the applicable laws and regulations, relevant industry safety and quality standards and applicable environmental standards.
- 15.2. More specifically, if the goods, when used, should come into contact with paint products or be used in paint products (raw materials), the Supplier guarantees that the manufacture and composition of the goods shall not breach any statutory regulations the standards mentioned in the Agreement.

- 15.3. The Supplier warrants that it will convey full legal and beneficial title to the goods to QEMETICA NL SILICA B.V., free and clear of any liens, charges, security interest, or any other encumbrances of any kind;
- 15.4. Without prejudice to all the rights of QEMETICA NL SILICA B.V. to reimbursement of costs, damage and interest, the guarantee shall mean that all defects which occur during the guarantee period, with the exception of those which are the result of normal wear and tear, shall be fully repaired by the Supplier free of charge immediately after he is first notified of the defect by QEMETICA NL SILICA B.V. If technically feasible, this will be done on the spot at QEMETICA NL SILICA B.V.'s premises or alternatively at the Supplier's expense elsewhere. Inspection by QEMETICA NL SILICA B.V. during or immediately after the manufacture shall not relieve the Supplier of this guarantee obligation.
- 15.5. If the order from QEMETICA NL SILICA B.V. entails a guarantee of a particular performance, goods, which do not comply with this guarantee, may be refused by QEMETICA NL SILICA B.V. as "not ordered". In that case QEMETICA NL SILICA B.V. shall give the Supplier the opportunity to take the necessary steps to comply with the requirements relating to the performance, provided that this occurs within a reasonable time and without unacceptable sacrifices on the part of QEMETICA NL SILICA B.V., this being a matter for QEMETICA NL SILICA B.V. to decide. This shall also be without prejudice to all rights of QEMETICA NL SILICA B.V. to reimbursement of costs, damage and interest.

16. SAFETY

- 16.1. If necessary for the safety of its staff and/or its equipment or installations and/or to restrict further damages, QEMETICA NL SILICA B.V. shall be entitled, at the expense of the Supplier, to have running repairs made to the goods covered by the guarantee as referred to in the previous article. QEMETICA NL SILICA B.V. shall be entitled to do this provided that it notifies the Supplier accordingly, unless QEMETICA NL SILICA B.V. was unable to give notice prior to the repairs owing to the urgency of the situation. To enable the Supplier to comply with his remaining guarantee obligations, QEMETICA NL SILICA B.V. shall notify the Supplier of the above as quickly as possible.
- 16.2. Contractors will follow the regulations of the QEMETICA NL SILICA B.V. Contractor Safety Manual available under the following link: <https://qemetica.com/en/our-business/silica> and require VCA-II certification or equivalent to be approved by the QEMETICA NL SILICA B.V. safety organization.

17. NON-PERFORMANCE

- 17.1. If the Supplier 1) does not comply with its obligations, or 2) the Supplier applies for a suspension of payments, is declared bankrupt or otherwise loses the right to freely dispose of his assets or 3) the Supplier transfers all or a substantial part of its business or discontinues its business, QEMETICA NL SILICA B.V. shall be entitled, without giving notice of default and without recourse to the courts, either to cancel all or part of the contract or to require performance of the contract.
- 17.2. In case described above, if QEMETICA NL SILICA B.V. cancels the contract, QEMETICA NL SILICA B.V. may decide at its sole discretion to return any goods already delivered by QEMETICA NL SILICA B.V. at the expense and risk of the Supplier and the Supplier shall be obliged to refund QEMETICA NL SILICA B.V. for any payments made for them. Notwithstanding the foregoing, QEMETICA NL SILICA B.V. will have no right to return goods that (a) are not defective, and (b) were custom-made, made-to-order, or otherwise specially produced to QEMETICA NL SILICA B.V. specifications. If it decides to retain all or part of the goods already delivered, QEMETICA NL SILICA B.V. shall pay a proportionate part of the agreed price.
- 17.3. In so far as QEMETICA NL SILICA B.V. chooses to require performance of the contract, the Supplier shall still be obliged: 1) to deliver the goods, or, at the discretion of QEMETICA NL SILICA B.V., 2) to replace the rejected goods or 3) to make the necessary improvements to them at the expense and risk of the Supplier. If these improvements are not made properly and within such reasonable time as QEMETICA NL SILICA B.V. may determine or if there is insufficient opportunity to have the improvements made by the Supplier due to reasons of safety or continuity of the production, QEMETICA NL SILICA

18. COOPERATION

- 18.1. The Supplier shall provide QEMETICA NL SILICA B.V., at no additional cost, with any documentation, and/or information that may be necessary for customs, audits, investigations or

enquiries of public authorities or governmental agencies regarding compliance of QEMETICA NL SILICA B.V. with applicable laws and regulations.

19. NON-IMPUTABLE FAILURE, FORCE MAJEURE

- 19.1. If one of the parties is prevented from performing its obligations, it shall immediately inform the other party thereof. Notice in this regard shall include the cause of the delay, presumed duration and reliable evidence that affected party could not resist nor prevent the effect of the Force Majeure.
- 19.2. In this regards “Force Majeure” Force Majeure” means an event beyond a party’s reasonable control, not caused by its fault or negligence, and not avoidable with reasonable diligence, that prevents performance of party’s obligations, including without limitation: (i) natural disasters (earthquake, flood, wildfire, hurricane); (ii) war or terrorism (declared or undeclared); (iii) government orders that make performance illegal (excluding changes in taxes, tariffs, or economic conditions); or (iv) complete, widespread outages of essential public utilities (electricity, water) lasting more than 24 hours.
- 19.3. Force Majeure shall not include individually or in combination: (i) labor disputes, (ii) shortages of materials or labor, (iii) cost increases, (iv) failures of the affected party’s systems, (v) a failure of third parties to perform on behalf of the Supplier, (vi) the non-compliance or failure of the third parties hired by the Supplier (vii) liquidity or solvency problems on the part of the Supplier or third party it has hired.
- 19.4. In the event of Force Majeure on the part of either party, the other party shall be entitled to cancel all or part of the order or to suspend the performance of its obligations.
- 19.5. If the Supplier is prevented from performing his obligations due to Force Majeure, he shall take all necessary measures to protect and maintain the property of QEMETICA NL SILICA B.V. in his possession as referred to in the article in these GTC relating to the transfer of ownership and risk.
- 19.6. If a Force Majeure Event continues for ten (10) consecutive business days, either party may terminate this Agreement on five (5) days’ written notice.

20. EXTRAS

- 20.1. All extra work or services will require a prior written agreement or it will be considered as performed under the original Agreement and the party shall receive no extra money.

21. PROVISIONS WHICH SPECIFICALLY APPLY TO SERVICES

- 21.1. Supplier, its staff and any third parties engaged by the Supplier shall observe the applicable statutory health and environmental regulations. Similarly, the Supplier and its staff shall at all times comply with the QEMETICA NL SILICA B.V. company rules and regulations guidelines and standards on EH & S and working procedures.
- 21.2. Supplier will keep complete and accurate records relating to services performed, time charged, expenses, subcontractors, and compliance for at least three (3) years. QEMETICA NL SILICA B.V. may audit such records during normal business hours with reasonable notice. If an audit shows overcharges of more than 5%, Supplier will reimburse for any overcharged amounts, together with applicable interest, and will also reimburse reasonable audit costs.
- 21.3. Supplier is an independent contractor. No employment, partnership, joint venture, or agency relationship is created. Supplier will be solely responsible for taxes, benefits, and compensation of its personnel.
- 21.4. Supplier will immediately report any injury, near-miss, spill, release, or other incident occurring in connection with the services and will cooperate with QEMETICA NL SILICA B.V. investigation and corrective actions. Any QEMETICA NL SILICA B.V. -owned tools, equipment, or materials provided for the services remain its property and are provided “as is.”
- 21.5. The GTC provisions that reasonably apply to services (including acceptance, warranties, confidentiality, IP, compliance, insurance, and termination) apply to any services under the Purchase Order or SOW, even if an SOW or the term “services” is not expressly referenced.

22. INSURANCES

- 22.1. Supplier shall take out and continue to hold adequate insurance to cover its statutory and/or contractual liability to QEMETICA NL SILICA B.V. Supplier guarantees that subcontractors are also hold an adequate insurance in this regard. The Supplier shall, upon request, send QEMETICA NL SILICA B.V. a copy of the policy.

23. TERMINATION FOR CAUSE (“ONTBINDING”)

- 23.1. Notwithstanding any statutory rights of withdrawal, termination, or any other provisions of the Agreement, QEMETICA NL SILICA B.V. reserves the right to withdraw from or terminate this Agreement in whole or in part at its sole discretion, in any of the following cases:
- A) breaches of the Agreement by the Supplier
 - B) the delay in performance of the Agreement or in the delivery of any batch of goods exceeds ten (10) days;
 - C) the Supplier’s delay in fulfilling obligations related to liability for defects in the goods (including any guarantee obligations) exceeds fourteen (14) days;
 - D) a fundamental and unforeseen change of circumstances arises that causes performance of the Agreement or part thereof excessively onerous to QEMETICA NL SILICA B.V.;
 - E) any other instances expressly provided for in the Contract.
- 23.2. QEMETICA NL SILICA B.V. shall provide the Supplier with an opportunity to cure within a commercially reasonable period of time, but in no event more than 7 business days following notice of default. Termination of the Agreement shall not limit or constitute a waiver of QEMETICA NL SILICA B.V. rights or remedies.
- 23.3. The right of withdrawal or termination above may be exercised by QEMETICA no later than thirty (30) days after the expiration of the guarantee or warranty period applicable to the relevant goods (whichever period is longer). In the case of non-delivery of the goods, the contractual delivery date will be used for determining this period.
- 23.4. In the event of a partial withdrawal or termination, the Parties will prepare an inventory protocol of the accepted and unpaid goods within fourteen (14) days from the date of withdrawal or termination. This inventory protocol will form the basis for the final settlement under the Agreement.
- 23.5. If QEMETICA NL SILICA B.V. withdraws from or terminates the Agreement, the Supplier will, depending on the scope of withdrawal or termination, immediately issue a correcting invoice and refund to QEMETICA NL SILICA B.V. any remuneration received. QEMETICA NL SILICA B.V. will return the goods to the Counterparty on an ExWorks (QEMETICA NL SILICA B.V. Warehouse) basis in accordance with INCOTERMS 2020.

24. NOTICES

- 24.1. Notices, demands, consents and any other communications related to the Agreement must be in writing, all of which shall be deemed to have been properly served if delivered to the other party’s contact person designated in the Purchase Order by (a) a recognized overnight courier service, (b) registered mail or (c) email.
- 24.2. Any Agreement may be executed in counterparts, in electronic form and in handwritten form, each of which will be deemed an original, and all of which together will constitute one and the same agreement. Execution and delivery of an electronic counterpart (including by email in portable document format or through electronic signature platforms) will constitute a valid and binding execution of this Agreement, and the Parties waive any objection to the admissibility of such counterparts.

25. APPLICABLE LAW AND JURISDICTION

- 25.1. The Agreement shall be exclusively governed by and construed in accordance with Dutch Law.
- 25.2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

26. DISPUTES

- 26.1. All disputes arising out of or in connection with the Agreement will be resolved by the competent court of the North Netherlands District Court, location Groningen, to the exclusion of the jurisdiction of any other courts.
- 26.2. Notwithstanding clause 26.1, QEMETICA NL SILICA B.V. may, if it so wishes, also bring the matter before the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters (“Netherlands Commercial Court” or “NCC District Court”).