



SALES TERMS AND CONDITIONS OF BONDUS B.V.

Bondus B.V.

Ceintuurbaan 14K, 8024 AA Zwolle, the Netherlands

Chamber of Commerce: 88535819

VAT Number: NL864674211B01

ARTICLE A – DEFINITIONS AND GENERAL PROVISIONS

A.1 Definitions

In these Sales Terms and Conditions, the following terms shall have the following meanings:

- Bondus: Bondus B.V., a company registered and established under Dutch law, with its registered office at Ceintuurbaan 14K, 8024 AA Zwolle, the Netherlands.
- Client: Any natural person, legal entity, firm, or company that receives offers, information, or enters into an agreement with Bondus for the purchase of Goods or Services.
- Contract: Any written agreement between Bondus and the Client, including but not limited to offers, order confirmations, purchase orders, and any related correspondence or documentation.
- Goods: All tangible products, components, machinery, raw materials, or assemblies supplied by Bondus.
- Services: All intangible services provided by Bondus, including but not limited to research, development, maintenance, repair, and contract manufacturing.
- Foreground IP: All intellectual property rights, including but not limited to discoveries, inventions, know-how, designs, data, and software, generated during and arising from the execution of the Contract.
- Background IP: All intellectual property rights owned by either Party before the commencement of the Contract or generated outside the scope of the Contract.
- Confidential Information: All non-public information, including but not limited to designs, drawings, manuals, business data, pricing, forecasts, and intellectual property, disclosed by either Party in connection with the Contract.
- Force Majeure: Any event or circumstance beyond the reasonable control of the Parties, including but not limited to natural disasters, strikes, war, terrorism, government actions, pandemics, or disruptions in the supply chain.

A.2 Applicability

A.2.1 These Sales Terms and Conditions apply to all offers, quotations, agreements, and deliveries made by Bondus to the Client, to the exclusion of any terms and conditions of the Client, unless explicitly agreed otherwise in writing.

A.2.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) and any other international regulations shall not apply to the Contract.

A.2.3 Any amendments, additions, or deviations from these Terms and Conditions shall only be valid if made explicitly and in writing and accepted by both Parties.

ARTICLE B – OFFERS, CONTRACT FORMATION, AND EXECUTION

B.1 Offers and Acceptance

B.1.1 All offers, quotations, and proposals made by Bondus are non-binding and without obligation unless and until accepted in writing by the Client.

B.1.2 A Contract is deemed to be concluded upon:

- The Client's written acceptance of Bondus' offer, followed by Bondus' order confirmation; or
- The commencement of execution of the Contract by Bondus.



B.1.3 Bondus reserves the right to revoke or modify its offer within two (2) working days after receipt of the Client's acceptance.

B.2 Pricing and Payment

B.2.1 All prices are stated in Euros (€), excluding VAT and any other taxes, duties, or levies, unless explicitly stated otherwise in the Contract.

B.2.2 Prices are based on the costs of raw materials, labor, and other cost factors applicable at the time of the offer. Bondus reserves the right to adjust prices in the event of cost increases (e.g., raw materials, wages) or changes in the scope of work, provided that Bondus notifies the Client in writing before delivery.

B.3 Execution of the Contract

B.3.1 Bondus shall only commence execution of the Contract after the Client has provided all objects, data, and information necessary for the performance of the work, including but not limited to designs, specifications, approvals, and regulatory requirements.

B.3.2 Bondus supplies parts to the Client according to the Client's design and development. The purchasing information (e.g., purchase order, contract) must clearly describe the product or service being purchased, including all applicable requirements for product approval, procedures, processes, and equipment.

B.3.3 The Client shall promptly notify Bondus of any changes to the product, process, or quality management system that could affect the quality or regulatory compliance of the supplied product.

B.3.4 Further requirements regarding risk management, quality management systems, regulatory compliance, traceability, and responsibilities shall be recorded in a separate Quality Agreement between the Client and Bondus.

B.4 Delivery and Risk Transfer

B.4.1 Unless otherwise agreed in writing, deliveries shall be made EXW (Ex Works, Zwolle, the Netherlands), in accordance with Incoterms 2020. The Client bears all risks and costs associated with transport, insurance, and import/export duties from the moment the Goods are made available at Bondus' premises.

B.4.2 Delivery times are indicative and not strict deadlines. Bondus shall use its best efforts to meet agreed delivery times, but shall not be liable for any delays unless such delays are due to intent or gross negligence on the part of Bondus.

B.4.3 If the Client fails to take delivery of the Goods within the agreed timeframe, Bondus may store the Goods at the Client's risk and expense. Storage costs shall be charged to the Client.

B.4.4 Bondus may deliver the Goods in partial shipments unless otherwise agreed in writing.

B.5 Retention of Title

B.5.1 Ownership of the Goods delivered by Bondus shall remain with Bondus until the Client has fully paid all amounts due under the Contract, including any interest, costs, or damages.

B.5.2 The Client is prohibited from pledging, selling, or otherwise encumbering the Goods subject to retention of title without Bondus' prior written consent.

B.5.3 The Client shall store the Goods subject to retention of title separately and in a manner that clearly identifies them as Bondus' property. The Client shall insure the Goods against all risks (e.g., fire, theft, damage) and provide proof of insurance upon Bondus' request.

ARTICLE C – PAYMENT TERMS AND COMPLAINTS

C.1 Payment Terms

C.1.1 The Client shall pay the invoice amount within thirty (30) days of the invoice date, unless otherwise agreed in writing.

C.1.2 In the event of late payment, the Client shall owe:

- Interest at a rate of 1.5% per month above the European Central Bank's base rate; and
- Collection costs of 15% of the outstanding amount, with a minimum of €250.

C.2 Complaints

C.2.1 The Client must notify Bondus of any defects, shortages, or non-conformities in the Deliverables in writing within seven (7) days of delivery. The notification must include:

- A detailed description of the issue;
- Photographic or documentary evidence (where applicable);
- The relevant order number, delivery date, and invoice number.

C.2.2 Bondus shall respond to the complaint within five (5) working days of receipt. If the complaint is justified, Bondus shall, at its discretion, repair, replace, or credit the Deliverables.

C.2.3 Failure to notify Bondus within the 7-day period shall result in the forfeiture of the Client's right to complain regarding the Deliverables in question.

C.2.4 The Client indemnifies Bondus against any claims from third parties arising from the use of the Deliverables, unless such claims are due to a defect or non-conformity for which Bondus is responsible under these Terms and Conditions.

ARTICLE D – LIABILITY AND INTELLECTUAL PROPERTY

D.1 Liability

D.1.1 Bondus' total liability for any damages arising from or in connection with the Contract shall be limited to the total order price of the Contract.

D.1.2 Bondus shall not be liable for any indirect or consequential damages, including but not limited to loss of profit, business interruption, or third-party claims.

D.2 Intellectual Property

D.2.1 Each Party shall retain ownership of its Background IP.

D.2.2 All Foreground IP generated during the execution of the Contract shall be the exclusive property of Bondus, unless the Contract explicitly states otherwise (e.g., custom tooling, process know-how developed specifically for the Client).

D.2.3 The Client grants Bondus a non-exclusive, royalty-free license to use any intellectual property provided by the Client solely for the purpose of executing the Contract.

D.3 Confidentiality

D.3.1 The Client shall treat all Confidential Information disclosed by Bondus as strictly confidential and shall not disclose, reproduce, or use it for any purpose other than the execution of the Contract.

D.3.2 In the event of a breach of confidentiality, the Client shall pay Bondus a penalty of €5,000 per day until the breach is remedied, without prejudice to Bondus' right to claim further damages.

D.3.1 Bondus shall treat all Confidential Information disclosed by the Client as strictly confidential and shall not disclose, reproduce, or use it for any purpose other than the execution of the Contract.

D.3.2 In the event of a breach of confidentiality, Bondus shall pay the Client a penalty of €5,000 per day until the breach is remedied, without prejudice to Bondus' right to claim further damages.

ARTICLE E – FORCE MAJEURE, SUSPENSION, AND TERMINATION

E.1 Force Majeure

E.1.1 Bondus shall not be liable for any delay or failure to perform its obligations under the Contract if such delay or failure is caused by Force Majeure.

E.1.2 If the Force Majeure event persists for more than three (3) months, either Party may terminate the Contract in writing without liability.

E.2 Suspension and Termination

E.2.1 Bondus may suspend the performance of its obligations if:

- The Client fails to make timely payments;
- The Client breaches any material term of the Contract; or



- Circumstances arise that give Bondus reasonable grounds to doubt the Client's ability to fulfill its obligations.

E.2.2 Bondus may terminate the Contract with immediate effect if:

- The Client fails to remedy a breach within fourteen (14) days of receiving written notice from Bondus;
- The Client becomes insolvent, files for bankruptcy, or ceases its business operations.

ARTICLE F – DISPUTE RESOLUTION

F.1 Mediation

F.1.1 In the event of a dispute arising from or in connection with the Contract, the Parties shall first attempt to resolve the dispute through mediation.

F.1.2 The mediation shall be conducted in Zwolle, the Netherlands, by a mutually agreed mediator. If the Parties cannot agree on a mediator, one shall be appointed by the Netherlands Mediation Institute (NMI).

F.1.3 The costs of mediation shall be borne equally by both Parties, unless otherwise agreed.

F.2 Applicable Law and Jurisdiction

F.2.1 The Contract and these Terms and Conditions shall be governed by Dutch law.

F.2.2 Any disputes that cannot be resolved through mediation shall be submitted to the competent court in Zwolle, the Netherlands.

ARTICLE G – MISCELLANEOUS PROVISIONS

G.1 Severability

G.1.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

G.2 Entire Agreement

G.2.1 The Contract and these Terms and Conditions constitute the entire agreement between the Parties and supersede all prior agreements, understandings, or representations.

G.3 Modifications

G.3.1 Any modifications to these Terms and Conditions shall only be valid if made in writing and signed by both Parties.

Bondus B.V.

Ceintuurbaan 14K, 8024 AA Zwolle, the Netherlands

13-OCT-2026