

GENERAL PURCHASE TERMS AND CONDITIONS (OPS-PUR-PO-001)

1. Acceptance: This Purchase Order ("**Order**") constitutes an offer by Skytree B.V. or its Affiliates ("**Skytree**") to the supplier listed on the Order ("**Supplier**"). "**Affiliates**" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with Skytree B.V., where "**control**" means the direct or indirect ownership of more than or equal to fifty percent (50%) of the voting rights or issued share capital of an entity, or the power to appoint or dismiss a majority of its managing directors. By accepting this Order, either by acknowledgment or by the commencement of performance, Supplier agrees to be bound by all terms and conditions set forth herein. This Order expressly limits acceptance to its terms. Any proposal for additional or different terms, or any attempt by Supplier to vary any of the terms of this Order, is hereby objected to and rejected unless explicitly agreed to in writing by an authorised representative of Skytree. The applicability of any general terms and conditions of Supplier, including any terms referred to in Supplier's quotation, order acknowledgment or invoice, is expressly rejected. Supplier acknowledges that it received a copy of these terms and conditions before or when the Order was concluded.

2. Delivery:

2.1: Delivery of goods shall be made in the specification, quantities and at the time specified in the agreed Order. If the Supplier becomes aware that he cannot meet the agreed-upon date he should immediately inform Skytree. If delivery is not made by, or can be reasonably inferred not to meet the agreed-upon date, Skytree may, at its option and without prejudice to its other rights and remedies: (a) terminate this Order in whole or in part as to goods not yet shipped or services not yet rendered; (b) accept any portion of the work that has been completed and pay for it at a proportionally reduced price; or (c) purchase substitute items or services elsewhere and charge the Supplier for any loss incurred. Skytree is not obligated to accept any goods delivered after the specified delivery date.

2.2: The delivery must be in accordance with the applicable EU directives. Supplier must comply with the following formalities for each applicable directive: (i) Supplier must make a user and installation manual, if applicable, available to Skytree in English not later than at the time of delivery; (ii) In case of engineering work, Supplier must compile and file all drawings and 3D models in native Autodesk Inventor-software as well as in STEP and PDF format and make it available to Skytree upon request, including all details; and (iii) Supplier must draw up and sign a statement of compliance (*CE Statement*), which Supplier must provide to Skytree upon request. Any costs that are incurred in connection with complying with those formalities will be paid by Supplier.

2.3: Late delivery: If Supplier fails to deliver the goods or perform the services, in whole or in part, on the delivery date confirmed in the Order, Supplier shall forfeit to Skytree, without any notice of default being required, a penalty of zero point five percent (0.5%) of the price of the delayed goods or services for each commenced week of delay, up to a maximum of five percent (5%) of the total price of the Order. The penalty shall

be payable in addition to, and shall not replace, Skytree's right to performance and to full compensation for damages under this Order or applicable law. Skytree may set off any penalty against amounts owed to Supplier. If the maximum penalty has been reached or the delay exceeds eight (8) weeks, Skytree may terminate this Order in whole or in part with immediate effect by written notice, without judicial intervention and without any liability to Supplier, in which case clauses 2.1(c), 6.3 and 14 shall apply accordingly. No penalty shall accrue for any period of delay attributable to Skytree or to force majeure invoked in accordance with clause 15.

3. Packing and shipment:

3.1 Packing: All goods shall be packed, marked, and shipped by the Supplier in accordance with the requirements by law and in a manner that the goods reach their destination undamaged and in good condition. No charge shall be made for packing, boxing, or cartage unless separately itemized on the face of this Order.

3.2 Shipping Terms: Unless otherwise specified on the face of this Order, the default shipping term (Incoterm) shall be Delivered Duty Paid (DDP) to Skytree's designated facility. The governing Incoterm for any transaction is the one specified on the face of this Order.

3.3. Title and Risk: Title to the goods shall pass to Skytree upon delivery or, if earlier, upon payment, free and clear of all liens, encumbrances and other third-party rights. Any retention of title (*eigendomsvoorbehoud*) by Supplier is expressly excluded. Risk of loss shall pass to Skytree in accordance with the applicable Incoterm. Goods rejected by Skytree shall be at Supplier's risk from the moment of rejection. Materials, components and work in progress specifically procured or manufactured for this Order and paid for in whole or in part by way of prepayment shall, to the extent permitted by law, become the property of Skytree upon payment of the relevant prepayment. Supplier shall hold such items on Skytree's behalf, mark them as Skytree's property and store them separately.

4. Inspection and quality: All goods shall be subject to Skytree's inspection and approval. Goods rejected as not conforming to this Order, or as being defective, may be returned to Supplier at Supplier's expense. Skytree shall have the right to inspect Supplier's facilities at reasonable times. Supplier shall maintain a quality control system acceptable to the Skytree. Rejected goods shall be returned at Supplier's risk and expense. Neither inspection, testing, receipt, use nor payment shall constitute acceptance of the goods or a waiver of any of Skytree's rights. Skytree shall not be obligated to inspect goods upon receipt, and any notice of non-conformity given within a reasonable time after Skytree discovers the non-conformity shall be deemed timely.

5. Warranties:

5.1: Supplier expressly warrants that all goods and services furnished under this Order shall conform to all specifications and appropriate standards, will be new, and will be free from

defects in material or workmanship for a period of two (2) years from the date of delivery. Any defects or non-conforming goods discovered within this period shall be rectified immediately, at Skytree's option, by repair, replacement or refund of the price, at Supplier's sole cost (including costs of removal, transport and reinstallation). If Supplier fails to do so within the period reasonably specified by Skytree, or in urgent cases, Skytree may remedy the defect itself or have it remedied by a third party at Supplier's cost. Repaired or replaced goods shall be warranted for a new period of two (2) years from the date of repair or replacement. Supplier further warrants that all such goods and services will conform to any statements made on the containers or labels or advertisements for such goods or services.

5.2: Supplier shall maintain, at its own cost and with reputable insurers, adequate insurance covering its obligations and liabilities under this Order, including general liability and product liability insurance with a coverage of not less than 200% of the value associated with the Order per occurrence and, where Supplier performs services, professional liability insurance. Upon Skytree's request, Supplier shall provide certificates of insurance. The amount of insurance shall not limit Supplier's liability under this Order

6. Payment:

6.1 **Payment Terms:** Payment terms are as specified on the face of this Order. If no terms are specified on the face of the Order, the default shall be net 60 days from the end of the calendar month in which a valid invoice is received. Payment of an invoice shall not constitute acceptance of the goods and shall be subject to adjustment for shortages, damage or other failures to meet the requirements of this Order.

6.2 **Valid Invoice Requirements:** A valid invoice must be compliant with EU regulatory requirements, including containing the following information: purchase order number, item number, description of goods or services, sizes, quantities, unit prices, and extended totals. Except for pro forma invoices issued for prepayments under clause 6.3, will not be considered valid if dated prior to the agreed-upon payment trigger date (either confirmed delivery or verifiable shipment). Skytree reserves the right to reject any invoice that does not meet these requirements and require the Supplier to re-issue a corrected invoice. Invoices shall be submitted to Skytree's accounts payable department at invoices@skytree.tech.

6.3. **Prepayments:** Skytree shall only make prepayments where and to the extent expressly specified on the face of this Order, including the amount or percentage of the price and the milestone or date on which each prepayment becomes due. For each prepayment, Supplier may issue a pro forma invoice, clearly marked as such, which shall contain the information required under clause 6.2 and identify the prepayment instalment to which it relates. Unless otherwise specified on the face of this Order, a pro forma invoice shall be payable net sixty (60) days of receipt. Within the period required by applicable VAT legislation after receipt of each prepayment, Supplier shall issue a VAT invoice for the amount received. Following delivery, Supplier shall issue a final invoice for the full price, stating all prepayments received and deducting them

from the amount payable. No prepayment shall constitute acceptance of the goods or services or a waiver of any of Skytree's rights. If this Order is terminated or dissolved in whole or in part for any reason other than under clause 13, Supplier shall, within fourteen (14) days of such termination or dissolution, refund all prepayments relating to goods not delivered or services not performed, together with statutory commercial interest from the date of termination or dissolution.

7. Changes: Skytree shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly, provided that Supplier submits any claim for adjustment in writing, with supporting documentation, within fifteen (15) days of receipt of Skytree's change notice, failing which the claim shall be deemed waived. Pending agreement on any adjustment, Supplier shall proceed diligently with the Order as changed.

8. Intellectual property:

8.1: The following terms shall apply unless a separate supply agreement is in effect between Skytree and Supplier, in which case the terms of this agreement take precedence.

8.2: Supplier agrees to indemnify and hold harmless Skytree, its successors, assigns, customers, and users of its products from and against all losses, damages, liabilities, claims, demands, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with any claim that the goods or services supplied by Supplier infringe any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. Supplier shall, at Skytree's option, conduct or assist in the defence of any such claim at its own expense. If the goods or services are, or in Skytree's reasonable opinion are likely to become, the subject of such a claim, Supplier shall at its own expense and at Skytree's option procure for Skytree the right to continue using them, or modify or replace them with non-infringing goods or services of equivalent functionality and performance.

8.3: For the purpose of this Order, "**Work Product**" means all designs, drawings, data, specifications, reports, process documentation, tooling information, and other technical information created or developed by Supplier specifically for Skytree in the performance of this Order.

8.4: All intellectual property rights in and to any inventions, improvements, or discoveries, and all Work Product, created or developed by Supplier, its employees, or its agents in the course of performing services for Skytree under this Purchase Order, or which result from modifications or improvements to the goods made at Skytree's request or expense (collectively, "**New IP**"), shall be the sole and exclusive property of Skytree.

8.5: Supplier hereby assigns all right, title, and interest in such New IP and Work Product to Skytree. Supplier agrees to execute any documents reasonably necessary for Skytree to perfect its title in such New IP and Work Product. For the avoidance of doubt, Work Product includes all engineering documentation required for the manufacture of the goods

under this Order, which Skytree may use for any purpose, including transferring to an alternative supplier.

8.6: Supplier shall retain all rights to its intellectual property existing prior to this Order. To the extent any such pre-existing intellectual property is incorporated in, or is necessary for the use of, the goods, Work Product or New IP, Supplier hereby grants Skytree and its Affiliates a non-exclusive, perpetual, irrevocable, worldwide, royalty-free licence (including the right to sublicense to Skytree's customers and to alternative suppliers engaged by Skytree) to use such intellectual property to the extent necessary to use, sell, maintain, repair, modify and have manufactured the goods and to exploit the Work Product and New IP.

9. Confidentiality:

9.1: The Parties undertake not to release, without the other Party consent therefore, documents to third parties or in any other manner disclose any technical, commercial or financial information (including drawings, specifications, designs, data, prices and business plans) which concerns the other Party, its Affiliates or its subcontractors and was obtained by the Party as a consequence of this Order. Confidentiality shall not apply to information where a Party can show: (i) the information was in the public domain at the time of disclosure for reasons not attributable to such Party; (ii) That, at the time of disclosure, the Party had a lawful right of disposition over the information other than due to the direct or indirect acquisition of the information in question from the other Party; or (iii) that the Party received the information from a third party without the Party or a third person being in breach of this agreement or another confidentiality undertaking and which, following receipt, was not covered by this confidentiality undertaking or, as far as the Party is aware, any other confidentiality undertaking.

9.2: Notwithstanding the aforementioned, a Party shall at all times be entitled to: (i) to provide such information required by a listing agreement or otherwise necessitated by the fact that a Parties shares are listed on a stock exchange or other authorised marketplace, or as required by share issuance rules applicable to a Party; or (ii) to provide such information to the extent and in the context that a Party is obligated to do so pursuant to law or ordinance or as a consequence of a decision or order issued by a governmental authority or court of law. In the aforementioned two cases, a Party which regards itself obligated to provide information shall notify the other Party thereof in advance. The disclosure of information in accordance with the aforementioned shall at all times be limited to that which is necessary under the circumstances and the Parties shall, in such context, at all times observe the greatest possible care in order to protect the other Parties interests.

9.3: The Parties undertake to ensure that employees, consultants, and subcontractors who have access to confidential information are informed of, and comply with, the aforementioned confidentiality undertaking. Nothing in this clause shall restrict Skytree's use or disclosure of Work Product or New IP in accordance with clause 8. The obligations in this clause shall survive completion or termination of this Order for a period of five (5) years, and

indefinitely with respect to trade secrets. Upon Skytree's request, Supplier shall promptly return or destroy all confidential information of Skytree.

10. Cost reduction and innovation: Supplier agrees to actively participate in Skytree's cost reduction programs, including but not limited to, cost breakdown analysis, and value engineering (VAVE) initiatives. Supplier is encouraged to submit proposals for cost reduction.

11. Subcontracting:

11.1 Subcontracting: Supplier shall not subcontract any of its obligations under this Order without the prior written consent of Skytree. Skytree's consent to any subcontracting shall not relieve Supplier of its full responsibility for the performance of all its obligations under this Order.

11.2 Flow-down of terms: Supplier shall ensure that any agreement with a subcontractor ("**Subcontract**") expressly binds the subcontractor to the applicable terms and conditions of this Order. This includes, but is not limited to, provisions concerning delivery, inspection and quality, warranties, intellectual property, and confidentiality.

11.3. Supplier's responsibility: Supplier shall be fully responsible for all work performed by, and acts and omissions of, any subcontractor. Supplier's engagement of a subcontractor shall not create any contractual relationship between Skytree and the subcontractor.

11.4. Indemnification: Supplier agrees to indemnify and hold harmless Skytree from and against all losses, damages, liabilities, claims, demands, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with the acts or omissions of its subcontractors and/or a Subcontract.

12. Limitation of liability: In no event shall Skytree be liable for anticipated profits or for incidental or consequential damages. Skytree's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Supplier shall indemnify and hold harmless Skytree, its Affiliates and their respective officers, employees and customers from and against all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) arising out of or in connection with (i) any death, personal injury or damage to property caused by the goods or services or by the acts or omissions of Supplier, its employees, agents or subcontractors; (ii) any product liability claim relating to the goods, including under Sections 6:185 et seq. of the Dutch Civil Code; and (iii) any breach by Supplier of this Order or of applicable law.

13. Termination for convenience: Skytree reserves the right to terminate this Order or any part hereof for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Upon termination, Skytree shall pay the Supplier for all

goods delivered and services performed and accepted up to the date of termination. Skytree will also reimburse Supplier for its actual, direct, non-cancellable costs incurred in reasonable reliance on this Order prior to termination. Supplier shall use all reasonable efforts to mitigate such costs. Any prepayments made by Skytree shall be credited against the amounts payable under this clause, and Supplier shall refund any excess within fourteen (14) days of termination. In no event shall Skytree's total payments under this clause exceed the price of the terminated portion of this Order, and Supplier shall not be entitled to anticipated profits or any other compensation as a result of such termination.

14. Termination for cause: Skytree may also terminate this Order or any part hereof for cause if the Supplier fails to comply with any of the terms and conditions of this Order. Where such failure is capable of remedy, Skytree shall first give Supplier written notice specifying the failure and a period of fourteen (14) days to remedy it. No such notice or remedy period shall be required where the failure is not capable of remedy, where an agreed delivery date has been exceeded, or where Supplier is otherwise in default (*verzuim*) by operation of law. Skytree may further terminate this Order with immediate effect, to the extent permitted by law, if Supplier is declared bankrupt, applies for or is granted a (provisional) suspension of payments, or ceases or transfers its business. Termination for cause shall be effected by written notice without judicial intervention, and Supplier shall be liable for all damages suffered by Skytree, including any excess costs of procuring substitute goods or services.

15. Force majeure: In the event of a situation involving force majeure on the part of one of the parties, the compliance with the Order will be suspended in whole or in part for the duration of the situation involving force majeure, without the parties owing each other any compensation as a result. The party that wishes to invoke force majeure must notify the other party in writing within 3 working days after the situation involving force majeure has arisen. Force majeure on the part of Supplier shall not include shortages of labour, materials or components, delays or defaults of Supplier's suppliers or subcontractors (unless themselves caused by force majeure), strikes or labour disputes limited to Supplier's personnel, equipment breakdown, or Supplier's financial difficulties. During any period of force majeure affecting Supplier, Skytree may procure the affected goods or services elsewhere and reduce the quantities under this Order accordingly, without liability to Supplier. In the event that the situation involving force majeure continues longer than thirty (30) days, the other party will be entitled to dissolve the Order, effective immediately without that giving rise to any right to compensation.

16. Taxes and premiums: Supplier is and will at all times remain responsible and liable for compliance with the obligations that it has or that persons or legal entities that it engages have in accordance with one or more Agreements that ensue from tax and social insurance legislation. Supplier indemnifies Skytree against any related claims. At the request of Skytree Supplier must include with its invoices a timesheet showing which persons have been deployed, where, on which days and for how many hours per day in connection with the work/services. Supplier must also declare that, during the

period in which they performed work/provided services, these persons were gainfully employed by it or by its subcontractors.

17. Transfer: Supplier may not assign or transfer to third parties in whole or in part the rights and obligations that ensue for it from the Order and these terms and conditions without the prior written consent of Skytree. Skytree may transfer this Order in whole or in part to any of its Affiliates, and Supplier hereby grants its cooperation in advance to any such transfer. Claims of Supplier based on the Order, other than monetary claims, are not capable of being pledged and are nontransferable. Supplier shall notify Skytree in writing without delay of any assignment or pledge of its monetary claims under the Order, and until Skytree has received such notification it may pay Supplier with discharging effect.

18. Data protection and compliance:

18.1 Privacy: Supplier shall comply with Regulation (EU) 2016/679 (the "GDPR") and the Dutch GDPR Implementation Act (*Uitvoeringswet AVG*) in the performance of this Order. Each party shall process business contact details of the other party's personnel as an independent controller, solely for the purpose of performing and administering this Order. Where Supplier processes personal data on behalf of Skytree, Supplier shall do so only as a processor and the parties shall, before any such processing begins, enter into a data processing agreement meeting the requirements of Article 28 GDPR. Supplier shall notify Skytree without undue delay, and in any event within forty-eight (48) hours, of any personal data breach affecting personal data received from or processed on behalf of Skytree.

18.2: Export control: Supplier shall comply with all laws and regulations applicable to the goods and services and to its performance of this Order, including applicable product safety, environmental (including REACH and RoHS), export control, sanctions and anti-bribery legislation. Supplier shall inform Skytree in writing, prior to delivery, of the export control classification of the goods (including any classification under Regulation (EU) 2021/821 and, where the goods contain US-origin content, the applicable ECCN under the US Export Administration Regulations), their country of origin and any applicable export restrictions, and shall promptly notify Skytree of any change thereto. Supplier represents that neither Supplier nor any of its owners, directors or subcontractors involved in the performance of this Order is subject to, or owned or controlled by a person subject to, sanctions imposed by the European Union, the United Nations, the Netherlands, the United Kingdom or the United States, and that the goods have not been sourced from any country, territory or person in breach of such sanctions. Skytree may terminate this Order with immediate effect and without liability if Supplier breaches this clause or becomes subject to such sanctions.

19. Governing law: This Order and the acceptance of it shall be a contract made in The Netherlands and governed by the laws thereof. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The court of Amsterdam, the Netherlands, is competent to rule over any dispute. Any

procedure will take place in the English language where permissible by law.

20. Entire agreement: This Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties with respect to its subject matter and supersede all prior or contemporaneous quotations, proposals, negotiations, correspondence and understandings, whether written or oral. Where a master supply agreement, framework or other written agreement signed by both Skytree and Supplier is in effect, that agreement shall prevail over these terms and conditions to the extent of any conflict. In the event of a conflict between the face of this Order and these terms and conditions, the face of this Order shall prevail.