

# MRPI TERMS AND CONDITIONS

## 1 November 2025

General terms and conditions of delivery issued by MRPI,  
filed with the Registry of the District Court of Midden-Nederland.

### Article 1: Applicability

- 1.1. MRPI is referred to as MRPI. The other party is referred to as the Client.
- 1.2. These terms and conditions apply to all offers made by MRPI, all agreements entered into by it, and all agreements resulting therefrom, insofar as MRPI acts as contractor.
- 1.3. In the event of a conflict between a provision of the agreement entered into and these terms and conditions, the provision of the agreement shall prevail.

### Article 2: Offers

- 2.1. All offers made by MRPI are non-binding and revocable, including offers that contain a period for acceptance. MRPI is entitled to revoke its offer up to two working days after the day on which the acceptance has reached it.
- 2.2. The prices stated by MRPI in the offer are in euros, exclusive of VAT and other government levies or taxes.

### Article 3: Confidentiality

- 3.1. All information provided by or on behalf of MRPI to the Client (such as offers, designs, images, drawings and know-how), of whatever nature and in whatever form, is confidential. The Client shall use this information solely for the performance of the agreement. It shall not disclose or reproduce the information.
- 3.2. If the Client breaches an obligation under paragraph 1, it shall owe an immediately payable penalty of EUR 25,000 per violation. MRPI may claim this penalty in addition to damages under the law.
- 3.3. Upon first request, within a period set by MRPI, the Client must, at MRPI's option, return or destroy the information referred to in paragraph 1 in a manner to be determined by MRPI, without retaining any copy in any form. In the event of breach of this provision, the Client shall owe MRPI an immediately payable penalty of EUR 1,000 per day. MRPI may claim this penalty in addition to damages under the law.

### Article 4: Advice and Information Provided

- 4.1. The Client cannot derive any rights from advice and information from MRPI that do not relate to the assignment.
- 4.2. If the Client provides information to MRPI, MRPI may assume its accuracy and completeness when making an offer and performing the agreement.
- 4.3. MRPI is not obliged to warn against, or independently investigate, any inaccuracies in the assignment, defects or unsuitability of items originating from the Client, or errors or defects in plans, drawings, calculations, specifications or implementation instructions provided by the Client.

- 4.4. The Client indemnifies MRPI against any third-party claim in connection with the use of information provided by or on behalf of the Client. This includes, among other things, advice, instructions, drawings, calculations, designs, trademarks, samples and models. The Client shall compensate all damage suffered by MRPI. This also includes the full costs of defence.

## **Article 5: Delivery Period**

- 5.1. All delivery periods, including in these terms and conditions a delivery date, week, month, term or execution period, are indicative. In the event of an overrun, the Client must at all times give MRPI notice of default.
- 5.2. The delivery period shall only apply once the Client and MRPI have timely reached agreement on all commercial and technical details, MRPI possesses all required information, MRPI has received all items to be made available by the Client, the agreed advance or instalment payment has been received on time and the other conditions for performance of the assignment have been met. If the delivery period no longer applies, MRPI may set a new delivery period taking its planning into account.
- 5.3. The delivery period shall no longer apply if circumstances other than those known to MRPI when it stated the delivery period arise and those circumstances are for the account and risk of the Client, including amendment of the assignment, additional or reduced work, or suspension by MRPI. If the delivery period no longer applies, MRPI may set a new delivery period taking its planning into account.
- 5.4. The Client must reimburse MRPI for all costs and damage incurred or suffered by MRPI as a result of a change in the delivery period as referred to in paragraphs 2 and 3, without any notice of default being required.
- 5.5. Exceeding the delivery period does not entitle the Client to compensation or termination in whole or in part. The Client indemnifies MRPI against claims from third parties resulting from exceeding the delivery period.

## **Article 6: Price Changes**

MRPI may pass on to the Client any increase in cost-determining factors that occurred after conclusion of the agreement. The Client must pay the price increase at MRPI's first request.

## **Article 7: Force Majeure**

- 7.1. If MRPI is unable to perform its obligations due to a circumstance beyond its actual control, this cannot be attributed to it and force majeure exists. In that event MRPI shall not be liable for the loss suffered by the Client as a result. Except as provided in paragraph 4 of this article, the Client is likewise not entitled to dissolve the agreement in whole or in part in such case.
- 7.2. The circumstances referred to in paragraph 1 of this article include in any case civil war or threat thereof, terrorism, riots, outbreaks of infectious diseases and the resulting government measures or advice, natural disasters, extreme weather conditions, import or trade restrictions, explosion, fire, water damage, sabotage, cybercrime, disruption of digital infrastructure, disruptions in the supply of energy, partial loss, theft or disappearance of tools, materials or information, machine defects, roadblocks, blockades of rail and waterways or airports, strikes or work stoppages, staff shortages, and the circumstance that third parties engaged by MRPI such as suppliers, subcontractors and

carriers, or other parties on whom MRPI depends, fail to perform their obligations or fail to do so on time.

- 7.3. MRPI is entitled to suspend performance of its obligations if, due to force majeure, it is temporarily prevented from performing its obligations towards the Client. Once the force majeure situation has ended, MRPI will perform its obligations as soon as its planning permits.
- 7.4. If there is force majeure and performance is or becomes permanently impossible, or if the temporary force majeure situation has lasted more than six months, MRPI is entitled to dissolve the agreement in whole or in part with immediate effect. In those cases the Client is entitled to dissolve the agreement with immediate effect, but only in respect of that part of the obligations that has not yet been performed by MRPI.
- 7.5. The parties are not entitled to compensation for damage suffered or to be suffered as a result of the force majeure, suspension or dissolution referred to in this article.

### **Article 8: Education, Courses, Training Programmes**

- 8.1. No later than 15 days prior to the start of the education, course or training programme, the Client will be informed in writing whether or not the relevant education, course or training programme will take place.
- 8.2. Cancellation by the Client is free of charge if this is notified to MRPI in writing no later than 20 working days prior to the start of the education, course or training programme.
- 8.3. In the event of cancellation by the Client after the period referred to in the previous paragraph, the full amount due will be charged. It may be possible to replace the participant with another person who meets the required qualifications.
- 8.4. In all other exceptional situations not provided for in this article, the Client shall decide thereon.

### **Article 9: Additional Work**

Additional work shall be charged on the basis of the prices applicable at MRPI at the time the additional work is carried out. The Client must pay the price of the additional work at MRPI's first request.

### **Article 10: Liability**

- 10.1. If MRPI is liable on any ground whatsoever, such liability shall at all times be limited as provided in the following paragraphs of this article.
- 10.2. If MRPI has any insurance taken out by or on its behalf that provides cover, MRPI's obligation to compensate damage shall be limited to the amount paid out under that insurance in the relevant case.
- 10.3. If MRPI does not have insurance as referred to in the previous paragraph, or if for whatever reason no amount is paid under such insurance, the obligation to compensate damage shall be limited to an amount equal to the fee to which MRPI is entitled for the performance of the agreed services.

In the case of a continuing performance contract, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the contract sum over the last twelve months preceding the event causing the damage.

10.4. The following are not eligible for compensation:

- a. Consequential damage. Consequential damage includes, inter alia: stagnation loss, loss of production, loss of profit, missed savings and subsidies, tax disadvantages, costs incurred in vain, the Client's internal costs, reduced goodwill and reputational damage, fines, damage resulting from the Client's liability towards third parties, damage in connection with damage to, destruction of or loss of data or documents, transport costs and travel and accommodation costs, storage costs, costs of replacement equipment and labour, and costs in connection with recalls;
- b. Damage caused by intent or deliberate recklessness of assistants or non-managerial subordinates of MRPI;

Where possible, the Client may insure itself against these damages.

10.5. Any claim for damages by the Client shall lapse solely by the passage of twenty-four months after it arose, unless the Client has brought that claim before the competent court before expiry of that period.

### **Article 11: Duty to Complain**

11.1. In any event, the Client can no longer invoke a defect in the performance if it has not complained thereof to MRPI in writing within fourteen days after it discovered or reasonably should have discovered the defect.

11.2. On pain of forfeiture of all rights, the Client must have complained to MRPI in writing about the invoice within the payment term. If the payment term is longer than thirty days, the Client must have complained in writing no later than thirty days after the invoice date.

### **Article 12: Payment**

12.1. Payment shall be made at MRPI's place of business or into an account designated by MRPI.

12.2. Unless otherwise agreed, payment shall be made within 30 days of the invoice date.

12.3. If the Client does not meet its payment obligation, it is obliged, instead of paying the agreed price, to comply with a request by MRPI for payment in lieu.

12.4. The Client's right to set off its claims against MRPI or to suspend performance of its obligations is excluded, unless MRPI has been granted a suspension of payments or has been declared bankrupt, or the statutory debt restructuring scheme applies to MRPI.

12.5. Regardless of whether MRPI has fully performed the agreed services, all amounts that the Client owes or will owe MRPI under the agreement shall become immediately due and payable if:

- a. a payment term has been exceeded;
- b. the Client fails to comply with its obligations under article 15;
- c. upon first request the Client has not provided security pursuant to article 17 of these terms and conditions;
- d. the Client's bankruptcy or suspension of payments has been applied for;
- e. attachment is levied on the Client's assets or receivables;
- f. the Client, being a legal entity, is dissolved or liquidated;
- g. the Client, being a natural person, requests admission to the statutory debt restructuring scheme, is placed under guardianship or has died.

- 12.6. In the event of late payment, the Client owes MRPI interest on the amount payable as from the day following the day agreed as the final payment date up to and including the day on which the Client has made payment. If the parties have not agreed a final payment date, interest shall be due from 30 days after the amount became due and payable. The interest rate is 12% per annum, but shall be equal to the statutory interest rate if that is higher. For the calculation of interest, part of a month is regarded as a full month. At the end of each year, the amount on which interest is calculated shall be increased by the interest due for that year.
- 12.7. MRPI is entitled to set off its debts to the Client against claims that MRPI-affiliated enterprises have against the Client. In addition, MRPI is entitled to set off its claims against the Client against debts owed by MRPI-affiliated enterprises to the Client. Furthermore, MRPI is entitled to set off its debts to the Client against claims on enterprises affiliated with the Client. Affiliated enterprises are all enterprises belonging to the same group within the meaning of Section 2:24b of the Dutch Civil Code and participations within the meaning of Section 2:24c of the Dutch Civil Code.
- 12.8. In the event of late payment, the Client owes MRPI all extrajudicial costs, with a minimum of EUR 75.

These costs are calculated on the principal sum according to the following scale:

- 15% on the first EUR 3,000
- 10% on the excess up to EUR 6,000
- 8% on the excess up to EUR 15,000
- 5% on the excess up to EUR 60,000
- 3% on the excess above EUR 60,000

The actual extrajudicial costs incurred are payable if they exceed the amount resulting from the above calculation.

- 12.9. If MRPI is found wholly or largely in the right in legal proceedings, all costs incurred by it in connection with those proceedings shall be borne by the Client.

### **Article 13: Security**

At MRPI's first request, the Client is obliged, in MRPI's opinion, to provide adequate security for all payments owed by the Client to MRPI under the agreement. If the Client fails to do so within the period set, it shall immediately be in default. In that event MRPI is entitled to dissolve the agreement and recover its loss from the Client.

### **Article 14: Intellectual Property Rights**

- 14.1. MRPI shall be deemed to be the maker, designer, creator or inventor, as applicable, of the works, models, signs or inventions created in the context of the agreement. MRPI has the exclusive right to apply for a patent, trademark or design.
- 14.2. In performing the agreement, MRPI does not transfer any intellectual property rights to the Client.
- 14.3. If the performance to be delivered by MRPI consists in whole or in part of the delivery of computer software, the source code shall not be transferred to the Client. The Client acquires solely for the purpose of normal use and proper functioning of the item a non-exclusive, worldwide and perpetual user licence to the computer software.

- 14.4. The Client is not permitted to transfer the licence or grant a sub-licence. This provision has proprietary effect. Only in the event of resale of the item in connection with which MRPI supplied the computer software shall the licence pass to the acquirer of the item under the same terms and restrictions as set out in this article, provided that the purchaser of the item has accepted these terms in writing.
- 14.5. MRPI is not liable for damage suffered by the Client as a result of an infringement of third-party intellectual property rights.
- 14.6. The Client indemnifies MRPI against any third-party claim relating to an infringement of intellectual property rights.

### **Article 15: Transfer of Rights or Obligations**

The Client may not transfer or pledge rights or obligations under any article of these general terms and conditions or the underlying agreement or agreements, except with MRPI's prior written consent. This stipulation has proprietary effect.

### **Article 16: Termination or Cancellation of the Agreement**

- 16.1. The Client is not entitled to terminate or cancel the agreement in whole or in part.
- 16.2. MRPI may agree to a request to terminate the agreement. In that event, the Client shall owe compensation of at least 20% of the agreed or estimated price. MRPI is entitled to demand higher compensation or impose further conditions on its consent.

### **Article 17: Governing Law and Competent Court**

- 17.1. Dutch law applies. The Vienna Sales Convention (C.I.S.G.) or any other international regulation the exclusion of which is permitted does not apply.
- 17.2. The Dutch civil court having jurisdiction in the place where MRPI has its registered office shall have exclusive jurisdiction to hear disputes arising from or related to the agreement.

### **Article 18: Publication of EPDs via ECO Portal (ECO Platform)**

#### 18.1. Definitions

In this article, the following terms shall have the following meanings:

- a. ECO Platform: the platform of which Stichting MRPI is a founding member and the applicable terms of which apply to affiliated Program Operators.
- b. ECO Portal: the publication environment or portal designated by ECO Platform for publishing Environmental Product Declarations (EPDs).
- c. EPD: an Environmental Product Declaration and/or an equivalent environmental product declaration.
- d. Program Operator: Stichting MRPI, insofar as it acts as program operator for EPDs.

#### 18.2. Applicability and contractual commitment of the Customer

The Customer acknowledges that MRPI, as Program Operator, is a member of ECO Platform and that, as a member, MRPI is obliged to publish EPDs via ECO Portal, except insofar as the ECO Platform terms allow exceptions. By accepting these general terms and conditions, the Customer also undertakes towards MRPI to comply with the obligations under this article that are necessary to enable compliance with that ECO Platform obligation.

### 18.3. Publication obligation

If, on behalf of the Customer, MRPI prepares, verifies, registers, issues and/or manages an EPD, the starting point is that the relevant EPD will be published and/or made available by or on behalf of MRPI via ECO Portal, unless:

- a. an applicable exception applies under the ECO Platform terms; or
- b. MRPI confirms in writing that publication via ECO Portal is not required or not possible for the relevant EPD.

### 18.4. Cooperation and provision of information by the Customer

The Customer shall in a timely manner provide, in full and truthfully, all data, supporting documents, authorisations and other cooperation required for publication via ECO Portal, including but not limited to product data, LCA information, underlying reports and contact or account details. Delays and/or additional costs resulting from incomplete or incorrect submission shall be for the Customer's account and risk.

### 18.5. Costs and third-party terms

Any costs charged by ECO Portal and/or ECO Platform, such as publication, registration, subscription or transaction fees, shall be borne by the Customer, unless otherwise agreed in writing. The Customer acknowledges that, when using ECO Portal, additional terms of ECO Platform and/or the portal administrator may apply and that, in that context, MRPI may be required to share certain information necessary for publication.

### 18.6. Consequences of non-compliance

If the Customer refuses or fails to provide the cooperation required for publication via ECO Portal while no exception applies, MRPI is entitled, at its discretion, to:

- a. suspend performance of the agreement;
- b. refuse the further issuance, registration or publication of the EPD; and/or
- c. dissolve the agreement in whole or in part, without prejudice to MRPI's right to compensation for work already carried out, costs incurred and any damage.

### 18.7. Order of precedence

In the event of a conflict between this article and other provisions of these general terms and conditions, this article shall prevail to the extent necessary to ensure that MRPI can comply with its obligations as Program Operator within ECO Platform.