

General Terms and Conditions of Purchase – Pipelife Nederland B.V. (2025)

1. Applicability

- 1.1 These General Terms and Conditions of Purchase (“**Conditions**”) apply to all quotations, assignments, and agreements between Pipelife Nederland B.V. (“**Pipelife**”) and its suppliers and/or contractors regarding the supply of products and/or the performance of services, unless otherwise agreed in writing. For the purposes of these Conditions, the term ‘contractor’ shall include suppliers of products as well as service providers, unless explicitly stated otherwise.
- 1.2 The applicability of any terms and conditions of the contractor is hereby expressly excluded, unless such terms have been expressly declared applicable in writing by Pipelife.
- 1.3 Pipelife shall only contract on the basis of written purchase orders. An agreement shall be concluded only after the contractor has confirmed the purchase order in writing. Such confirmation must be provided in writing within two (2) working days after receipt.

2. Price and Payment

- 2.1 All agreed prices are fixed, exclusive of VAT, and include all additional costs, such as packaging, transport, duties, certificates, and other delivery costs.
- 2.2 Payment shall be made within sixty (60) days after the end of the month from the invoice date + 5 days processing time. Payment will only be made after Pipelife has approved the delivery of the product and/or the performance of the service, and a correct invoice has been received.
- 2.3 An invoice must at least include the following information:
 - a. name as registered with the Chamber of Commerce and the contractor’s Chamber of Commerce number;
 - b. the contractor’s address and place of establishment;
 - c. the contractor’s VAT identification number;
 - d. a clear description of the products and/or services supplied. If applicable: item number, item description, quantity, and the corresponding Pipelife delivery note number; and
 - e. the date and number of the agreement or Pipelife purchase order number.
- 2.4 If payment of an invoice has not been made in full within the specified period, Pipelife shall not be in default by operation of law, and a prior formal notice of default (notice of breach) is required.
- 2.5 Pipelife reserves the right to suspend or offset payments in case of deficiencies in delivery or invoicing.
- 2.6 If Pipelife makes an advance payment, it may request the contractor to provide a bank guarantee. The contractor is obliged to provide this guarantee upon first request at its own expense.

3. Deliveries and Delivery Time

- 3.1 Delivery shall take place Delivered Duty Paid (DDP) at the agreed location, in accordance with Incoterms 2020.
- 3.2 The delivery time is of the essence, meaning that the contractor shall automatically be in default if the agreed delivery time is exceeded, without the need for a prior notice of default.
- 3.3 In case of late delivery, Pipelife reserves the right to impose a penalty on the contractor of seven percent (7%) of the contract value and/or to terminate or dissolve the agreement in whole or in part, without prejudice to Pipelife’s right to claim damages.

4. Transfer of Ownership and Risk

- 4.1 Title to and risk in the products shall pass to Pipelife at the moment of delivery.
- 4.2 If any rights other than the contractor’s ownership rights exist on the products, the contractor shall immediately notify Pipelife thereof.

5. Quality and Warranty

- 5.1 The contractor warrants that the products and/or services:
 - a. are suitable for the intended use and comply with the specifications set out in the agreement;
 - b. comply with all relevant laws and regulations (including REACH, ISO, KIWA) in the country where the products are placed on the market by Pipelife or its customers;

- c. are packed in such a way that they are suitable for safe transport and storage, preventing any damage to the products;
 - d. are labeled in accordance with the applicable legal requirements in the Netherlands and the European Union and in line with the specifications prescribed by Pipelife.
- 5.2 The warranty period for the delivered products and/or services provided shall be at least 24 months from the date of delivery, performance, or commissioning.
- 5.3 If the products and/or services do not comply with the agreement, Pipelife is not obliged to accept them. Acceptance by Pipelife of delivered products and/or performed services shall not affect the warranties given or the contractor's liability.
- 5.4 If the products and/or services do not comply with the agreement, Pipelife may, at its sole discretion, request: repair or replacement of the services, return of the delivered products with all costs and risks of return being borne entirely by the contractor, proper fulfillment, compensation for damages, or a proportional reduction of the agreed price.

6. Documents and Certificates

- 6.1 The contractor shall provide all required documentation with the delivery of the products, including:
 - a. product specifications;
 - b. inspection certificates (e.g., KIWA, ISO);
 - c. safety data sheets (SDS); and
 - d. user or processing instructions, if applicable.
- 6.2 In addition, each delivery must include a delivery note (packing slip) containing at least the following information:
 - a. the Pipelife purchase order number (PO number);
 - b. unique delivery note / packing slip number;
 - c. the Pipelife item number;
 - d. the quantity of units delivered;
- 6.3 If any required documentation or delivery note is missing or incorrect, Pipelife shall be entitled to refuse the delivery or suspend payment.

7. Sustainability and Compliance

- 7.1 The contractor declares compliance with all applicable environmental laws and relevant sustainability guidelines, including but not limited to:
 - a. CO₂ emission reduction in production and delivery processes;
 - b. recycling of packaging materials, in accordance with applicable national and European regulations;
 - c. application of Cradle to Cradle principles, if applicable to the delivered product;
 - d. transparency regarding the origin of used raw materials (e.g., PVC, PE, and PP). The origin shall be demonstrably recorded in a delivery document provided upon delivery, or made immediately available upon Pipelife's request.
- 7.2 The contractor is obliged to provide additional information upon Pipelife's request to substantiate compliance with the above obligations.
- 7.3 As a material condition of this purchase, the contractor agrees to adhere to the Wienerberger Supplier Code of Conduct. The contractor acknowledges that they have read the Wienerberger Supplier Code of Conduct, available at <https://www.wienerberger.com/en/about/Procurement.html> Pipelife retains the right to terminate this agreement in the event of a material breach of the Supplier Code of Conduct.

8. Rules at Pipelife Locations

If the contractor is present at an Pipelife location, it shall comply with all applicable rules, regulations, and instructions of Pipelife at that location. The contractor must ensure that its personnel and any engaged third parties are informed in advance and comply with these rules.

9. Inspection and Testing

- 9.1 Pipelife shall have the right to inspect or test products, including at the contractor's premises. Products rejected by Pipelife shall be replaced or returned at the contractor's expense.
- 9.2 The contractor shall at all times provide full cooperation with inspections and/or testing of the products by Pipelife or a third party.

10. Insurance

The contractor shall maintain adequate insurance against liabilities related to the performance of the agreement (minimum €2.5 million per event). The contractor shall provide Pipelife with proof of coverage upon first request.

11. Confidentiality

All oral and/or written information provided by Pipelife to the contractor shall be considered confidential and may not be shared with third parties or used for purposes other than the execution of the agreement without prior written consent from Pipelife. This confidentiality obligation shall remain in effect for ten (10) years after termination of the agreement and/or cooperation.

12. Intellectual Property Rights

All intellectual property rights related to products, designs, software, or documentation specifically developed or customized for Pipelife in connection with the agreement shall fully belong to Pipelife, unless agreed otherwise in writing. If such rights do not belong to Pipelife, the contractor shall, upon Pipelife's first request, provide full cooperation to transfer such rights to Pipelife.

13. Engagement of Third Parties

The contractor is not permitted to engage third parties in the performance of the agreement unless these third parties were disclosed to Pipelife in writing at the start of the assignment and Pipelife has given written approval. Changes to involved third parties during the term of the agreement are only permitted with prior written approval from Pipelife. The contractor shall remain fully responsible and liable for the performance of engaged third parties as if it were its own performance.

14. Termination

14.1 The contractor is in default, and Pipelife reserves the right to terminate, cancel, or dissolve the agreement immediately and without prior notice of default in the following cases:

- a. if the contractor fails to fulfill its obligations under the agreement;
- b. if the contractor is declared bankrupt, applies for bankruptcy, is granted a suspension of payments, or a request thereof is filed;
- c. in the event of force majeure on the contractor's part.

14.2 Termination, cancellation, or dissolution under this article shall not affect Pipelife's right to claim damages.

15. Applicable Law and Jurisdiction

15.1 These Conditions and agreements between Pipelife and the contractor are governed exclusively by Dutch law.

15.2 All disputes between Pipelife and the contractor shall be submitted exclusively to the competent court in North Holland, location Alkmaar.