

ATA MUTE B.V. GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Applicability

- 1.1. In these general terms and conditions of purchase, '**ATA Mute**' means: ATA Mute B.V., with its registered office in Eindhoven, Chamber of Commerce number: 89728610, with business premises at De Lismortel 31, 5612 AR Eindhoven.
- 1.2. In these general terms and conditions of purchase, '**Supplier**' means: any natural person or legal entity that has entered into an agreement with ATA Mute or is in negotiations with ATA Mute regarding the conclusion thereof, or to whom ATA Mute has made an offer, or from whom ATA Mute has received an offer, in each case relating to the purchase by ATA Mute of goods and/or services from the Supplier.
- 1.3. These general terms and conditions of purchase apply to all legal relationships between ATA Mute and the Supplier, including all offers, purchase orders, agreements and supplies of goods and/or services, in each case relating to the purchase by ATA Mute of goods and/or services from the Supplier. If these general terms and conditions of purchase apply to an agreement concluded between ATA Mute and the Supplier, they shall also apply to all their subsequent legal relationships.
- 1.4. Deviations from these general terms and conditions of purchase are only binding if and insofar as they have been expressly accepted in writing by ATA Mute. Such a deviation applies exclusively to the agreement for which it was agreed and cannot be invoked in respect of other or future agreements.
- 1.5. By entering into a legal relationship with ATA Mute, the Supplier is deemed to waive any right to rely on its own general terms and conditions. The applicability of the Supplier's general terms and conditions is expressly rejected. If the Supplier refers to its own general terms and conditions in its quotation or otherwise, those terms and conditions shall not apply.
- 1.6. All notices, communications and declarations which have legal effect under these general terms and conditions of purchase or the agreement shall be made in writing. In these general terms and conditions of purchase, 'in writing' means: by registered post, by bailiff's service, or by email to the address or email address most recently provided in writing by the other party. In the event of any conflict between these general terms and conditions and ATA Mute's general terms and conditions of sale, these general terms and conditions of purchase shall prevail, insofar as they relate to the supply of goods and/or services by Supplier to ATA Mute.

2. Formation of the agreement and requirement for written form

- 2.1. A purchase order from ATA Mute is binding on the Supplier as soon as ATA Mute has issued a written purchase order and the Supplier has confirmed this in writing, or has commenced performance thereof.
- 2.2. An agreement with ATA Mute is concluded upon written acceptance of a purchase order or quotation by an authorized representative of ATA Mute. Verbal commitments or agreements are not binding on ATA Mute, unless and insofar as they have been confirmed in writing by ATA Mute.
- 2.3. Quotations from the Supplier are irrevocable for thirty (30) days from the date of issue, unless a different period is expressly stated in the quotation.
- 2.4. Amendments to or additions to an agreement are only valid if they have been agreed in writing and confirmed by ATA Mute.

3. Obligation to achieve a specific result and duty to warn

- 3.1. All the Supplier's obligations towards ATA Mute are obligations to achieve a specific result.
- 3.2. The Supplier is obliged to check all specifications, drawings, samples, quality requirements and other documents provided by ATA Mute immediately for completeness, consistency and feasibility. If the Supplier reasonably suspects or finds that this information is incomplete, inconsistent or otherwise incorrect, the Supplier shall notify ATA Mute of this without delay and in writing, specifying the nature of the deficiency and the consequences which, in the Supplier's opinion, this has for the performance of the agreement. Failure to provide this warning is at the Supplier's own risk.
- 3.3. In the event of non-performance or late performance of any obligation under the agreement, the Supplier shall be in default by operation of law, without any notice of default or other declaration being required.
- 3.4. The Supplier is obliged to inform ATA Mute immediately and in writing as soon as a delay in or an imminent failure to fulfil the delivery becomes foreseeable, stating the reason and the expected extent and duration of the delay.

4. Price and payment

- 4.1. The price agreed between ATA Mute and the Supplier shall be a fixed price for the entire term of the agreement, unless expressly agreed otherwise in writing. Interim price increases are not permitted without ATA Mute's consent.
- 4.2. Prices are quoted in euros, exclusive of VAT, and include all other levies, costs of packaging, loading and unloading, transport and export documentation. For international deliveries, the applicable Incoterms (latest ICC version) shall be used as a basis; in the absence of an express agreement, DDP (Delivered Duty Paid) at the location designated by ATA Mute shall apply.
- 4.3. ATA Mute shall settle invoices within thirty (30) days of receipt of a valid and correct invoice, provided that the relevant goods and/or services have been accepted by ATA Mute in accordance with Article 5. In the event of a dispute regarding an invoice, ATA Mute shall notify the Supplier in writing within the payment term.
- 4.4. ATA Mute shall at all times be entitled to suspend its payment obligations and to set off claims against the Supplier against any amounts owed by ATA Mute to the Supplier.
- 4.5. The Supplier shall not be entitled to set off any claims against ATA Mute against any sums owed by the Supplier to ATA Mute. The Supplier hereby waives in advance any right to suspend the performance of its obligations.

5. Delivery, inspection and transfer of risk

- 5.1. The Supplier shall deliver on the agreed date to the location designated by ATA Mute. The agreed delivery time shall be deemed a strict deadline; if this is exceeded, the Supplier shall be in default by operation of law without any notice of default being required.
- 5.2. ATA Mute is entitled to inspect and test goods and/or services upon or after delivery, including at the Supplier's premises. Goods shall only be deemed to have been accepted following written notification of acceptance by ATA Mute. Failure to reject a delivery immediately shall not constitute acceptance.

5.3. The risk in the goods passes to ATA Mute at the time of actual delivery to the location designated by ATA Mute and following written acceptance by ATA Mute.

5.4. Goods and/or services must comply with the specifications provided by ATA Mute. Deviations from the specifications, however minor, are not permitted without the prior written consent of ATA Mute. The Supplier bears the burden of proof that a delivery complies with the agreed specifications. Deviations or defects in the goods and/or part of the goods entitle ATA Mute to reject the entire consignment of goods.

5.5. The Supplier's retention of title to the goods delivered to ATA Mute is excluded. Insofar as the Supplier nevertheless invokes a retention of title, such retention shall relate exclusively to the specific delivery for which the purchase price has not yet been paid in full, and shall lapse once ATA Mute has paid the invoice for that delivery in full. Suspension of payment by ATA Mute pursuant to Article 6 shall under no circumstances entitle the Supplier to reclaim the goods delivered.

6. Complaints and claims

6.1. ATA Mute is entitled to report visible defects and discrepancies in quantity in writing within thirty (30) days of delivery to ATA Mute's premises.

6.2. For hidden defects, a notification period of ninety (90) days applies from the time at which ATA Mute discovered the defect or could reasonably have discovered it, subject to a maximum of two (2) years after delivery. Defects that only become apparent during the processing or installation of the goods shall always be regarded as hidden defects.

6.3. In the event of a valid complaint, ATA Mute shall, at its discretion, be entitled to repair or replace the defective goods and/or services, to terminate the agreement in whole or in part, or to reduce the price, in each case in conjunction with compensation for all damage which ATA Mute suffers or has suffered as a result of the defect.

6.4. The lodging of a complaint suspends ATA Mute's obligation to pay the disputed amount.

6.5. The expiry of the obligation to lodge a complaint as referred to in this article does not affect ATA Mute's rights under warranty, product liability or tort. Article 6:89 of the Dutch Civil Code is excluded.

7. Liability, Indemnity and Warranty

7.1. The Supplier shall be fully liable for all damage suffered by ATA Mute as a result of an attributable failure to perform the agreement, unlawful acts or omissions, or otherwise. The Supplier's liability shall cover both direct and indirect damage, including loss of turnover, consequential damage and business interruption.

7.2. The Supplier shall fully indemnify ATA Mute against all claims by third parties, including end-users of ATA Mute's products, arising from or relating to defects in or the unsuitability of goods and/or services supplied by the Supplier, or arising from a breach by the Supplier of its obligations under the agreement or these general terms and conditions of purchase.

7.3. The Supplier warrants that the goods and/or services supplied do not infringe any intellectual property rights or other rights of third parties. The Supplier shall fully indemnify ATA Mute against all claims by third parties in this regard.

7.4. The Supplier is obliged to maintain adequate public liability and product liability insurance with a reputable insurer, with cover that is reasonably proportionate to the risks arising from the performance of the agreement. Upon ATA Mute's first request, the Supplier shall provide proof of cover.

7.5. The Supplier shall inform ATA Mute without delay of any circumstance that may be relevant to existing or future insurance claims in connection with the agreement and/or the goods supplied.

7.6. The Supplier warrants that the goods and/or services supplied shall, for a period of twenty-four (24) months following delivery, be free from defects in materials, workmanship and construction, and shall comply with the agreed specifications and the characteristics which ATA Mute was entitled to expect under the agreement. A claim under the warranty does not affect ATA Mute's rights arising from non-conformity, complaints (Clause 6), liability (Clause 7) and product liability.

7.7. If a defect comes to light within the warranty period, ATA Mute shall, at its discretion, be entitled to repair, replacement or the other remedies referred to in Article 6.3, free of charge. The warranty period for repaired or replaced goods shall recommence from the time of repair or replacement.

7.8. The Supplier shall bear all costs associated with a claim under the warranty.

8. Force majeure

8.1. Force majeure shall be deemed to exist if and insofar as the failure on the part of ATA Mute or the Supplier cannot be attributed to them, because it is not due to their fault, nor is it for their account under the law, the agreement or generally accepted commercial practice, within the meaning of Article 6:75 of the Civil Code.

8.2. Notwithstanding the preceding paragraph, the following circumstances shall in any event be at the Supplier's own risk and expense and shall therefore not qualify as force majeure: staff shortages, staff illness or the unavailability of sufficiently qualified staff; strikes at the Supplier's premises or among its subcontractors; price increases for raw materials, materials or other means of production; (the threat of) insolvency, liquidity or financing problems on the part of the Supplier or its suppliers; breach of agreement or failure on the part of the Supplier's suppliers or subcontractors, unless the Supplier demonstrates that it made a timely and demonstrable attempt to engage replacement suppliers or subcontractors and that this proved reasonably impossible; government measures in the Supplier's country of establishment that impede export or transport (in so far as the Supplier could reasonably have foreseen or mitigated these measures by using alternative supply routes or production methods); and failure of systems, equipment or software at the Supplier's premises or those of its suppliers.

8.3. The Supplier shall notify ATA Mute immediately and in writing of the existence of the force majeure situation, in any event within five (5) working days of its commencement, stating the cause, the expected duration and the consequences for the performance of the agreement.

8.4. If the force majeure situation continues for longer than thirty (30) days, or if performance becomes permanently impossible at any time, ATA Mute shall be entitled to terminate the agreement in whole or in part in writing without being liable for damages to the Supplier. ATA Mute reserves the right to engage other suppliers during the force majeure situation.

8.5. In such a case, partial performances that have already been fully fulfilled shall be settled on a pro rata basis.

9. Confidentiality and intellectual property

9.1. The Supplier undertakes to treat all information provided by ATA Mute to the Supplier in the context of the agreement – including technical specifications, drawings, designs, processes, know-how and business information – as strictly confidential

and to use it exclusively for the performance of the agreement. This obligation applies both during and after the term of the agreement, for an indefinite period.

9.2. The Supplier is obliged to impose the duty of confidentiality referred to in paragraph 1 on its employees, temporary staff and any subcontractors involved in the performance of the agreement.

9.3. The Supplier is not authorized to use ATA Mute's confidential information for reverse engineering, the development of competing products or processes, or for any purpose other than the performance of the relevant agreement.

9.4. Upon termination of the agreement, or at ATA Mute's first request, the Supplier shall immediately return or destroy all physical and digital media containing ATA Mute's confidential information and shall confirm this in writing.

9.5. All intellectual property rights — including patents, design rights, copyright, trade secrets and know-how — developed by the Supplier on the basis of, or using information provided on behalf of ATA Mute, arising from Supplier's performance of the agreement, or produced by Supplier at ATA Mute's expense, shall vest in ATA Mute by operation of law or shall be assigned by the Supplier to ATA Mute at the time of their creation. The transfer is included in the agreed remuneration; the Supplier shall cooperate with all formalities necessary for the validity of the transfer, including those required under the law of the country in which the Supplier is established.

9.6. The Supplier warrants that the goods and/or services supplied, as well as the materials and processes incorporated therein, do not infringe any third-party intellectual property rights. In the event of an (imminent) infringement claim by third parties, the Supplier shall fully indemnify ATA Mute against all claims, costs and damages. The Supplier may not admit liability or enter into any settlements in this regard without the prior written consent of ATA Mute.

9.7. The Supplier is obliged to take appropriate technical and organizational security measures to protect ATA Mute's confidential information. All electronic communication concerning confidential information must take place via encrypted channels.

9.8. All materials, moulds, tooling, drawings and other resources made available to the Supplier by ATA Mute shall remain the property of ATA Mute at all times. The Supplier warrants that ATA Mute's ownership rights to these items are, and shall remain, valid and enforceable against third parties (including the Supplier's creditors and any insolvency practitioner) under the law of the country in which these items are located, and shall carry out all registrations and other formalities required under that law to establish or preserve such enforceability.

9.9. In the event of a breach of any obligation under this clause, the Supplier shall, without further notice of default, be liable to pay an immediately payable penalty of € 50,000 per breach, plus € 5,000 for each day or part of a day that the breach continues, up to a maximum penalty of € 500,000, without prejudice to ATA Mute's right to claim additional damages.

10. Publicity and use of name

10.1. The Supplier is not authorized to use ATA Mute's name, trademark, logo or corporate identity in any public communications, marketing, press releases or on its website without ATA Mute's prior express written consent.

10.2. Nor is the Supplier entitled to publicly identify ATA Mute as a customer, disclose the nature of the collaboration, or share information about ATA Mute's technology or products with third parties without ATA Mute's prior written consent.

10.3. In the event of a breach of this clause, the penalty clause set out in clause 9(9) shall apply mutatis mutandis.

11. Subcontracting and assignment

11.1. The Supplier is not entitled to outsource the performance of the agreement, in whole or in part, to third parties (subcontractors) without the prior written consent of ATA Mute. ATA Mute may attach conditions to its consent. The Supplier remains fully responsible and liable to ATA Mute for the acts and omissions of any subcontractors engaged by it.

11.2. The Supplier shall impose on any subcontractors engaged the same obligations as those applicable to the Supplier under the agreement and these general terms and conditions of purchase, in particular the obligations regarding confidentiality, intellectual property and compliance with specifications.

11.3. The Supplier shall notify ATA Mute immediately and in writing of any merger, takeover, change in shareholding or other change of control affecting the Supplier. ATA Mute shall be entitled to terminate the agreement if, in ATA Mute's opinion, the change of control jeopardizes its interests or the protection of its confidential information.

11.4. If the agreement is entered into with more than one Supplier, they shall each be jointly and severally liable for the fulfilment of all obligations arising from the agreement and these general terms and conditions of purchase.

12. Termination

12.1. ATA Mute is entitled to rescind or terminate the agreement with immediate effect in writing, without ATA Mute being liable for any compensation, in the following cases:

- a material breach by the Supplier which has not been remedied within fourteen (14) working days of ATA Mute giving written notice of default;
- (an application for) bankruptcy, suspension of payments, debt restructuring or liquidation of the Supplier;
- attachment of a substantial part of the Supplier's assets;
- cessation of the Supplier's business operations;
- a force majeure situation lasting longer than thirty (30) consecutive days; and
- a change of control at the Supplier as referred to in Article 11(3).

12.2. Upon termination, the Supplier is obliged to cooperate immediately in the orderly handover of ongoing work to a party to be designated by ATA Mute and in the return of all property, confidential information and resources belonging to ATA Mute.

12.3. If the agreement is terminated due to a breach attributable to the Supplier, ATA Mute retains the right to compensation for all losses it suffers as a result of the termination. Any fees already paid for services not rendered shall be refunded by the Supplier upon ATA Mute's first request.

13. Export controls, sanctions and audit

13.1. The Supplier warrants that it does not appear on any sanctions list of the European Union, the United States or any other relevant authority, and that neither do its employees nor its shareholders.

13.2. The Supplier warrants that, in the performance of the agreement, it shall comply with all applicable laws and regulations relating to export control, customs and sanctions, and that it shall obtain all necessary export and transit licenses in a timely manner.

13.3. The Supplier is not authorized to disclose confidential technical information belonging to ATA Mute to persons, entities or countries subject to international sanctions or export restrictions.

13.4. The Supplier shall fully indemnify ATA Mute against all damages, costs, fines and claims arising from any breach by the Supplier of this clause.

13.5. ATA Mute is entitled, either itself or through an independent third party appointed by it, to carry out audits at the Supplier's premises at its own expense to verify compliance with the agreement and these general terms and conditions of purchase, including quality requirements, specifications, confidentiality and intellectual property. Supplier shall, for that purpose, grant access to the relevant business premises, documentation and personnel within five days of receipt of a written request from ATA Mute. Supplier shall immediately grant access to the foregoing where, in the opinion of ATA Mute, good cause exists for an audit without prior notice.

14. Invalidity and amendment of general terms and conditions

14.1. If any provision of these general terms and conditions of purchase is void, is set aside or otherwise proves to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed to have been replaced by a valid provision that approximates the intention of the original provision as closely as possible.

14.2 ATA Mute is entitled to amend these general terms and conditions of purchase. Amended terms and conditions shall apply to agreements entered into after ATA Mute has notified the Supplier of the amended terms and conditions in accordance with clause 1.6, and shall not affect existing agreements.

15. Governing law and competent court

15.1. These general terms and conditions of purchase and all agreements to which ATA Mute is a party shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

15.2. All disputes relating to these general terms and conditions of purchase or to agreements between ATA Mute and the Supplier shall be submitted to the competent court of the District Court of Oost-Brabant, unless mandatory law provides otherwise.

Eindhoven, October 2026