

GENERAL TERMS AND CONDITIONS

Version: 2023 - filed with the District Court of Gelderland (The Netherlands) under number 20/2023

CLAUSE 1 - GENERAL

1.1 In these General Terms and Conditions ("General Terms and Conditions"), the following definitions apply:

- **Supplier:** Rupro Beheer B.V. and all its subsidiaries and any user of these General Terms and Conditions.
- **Client:** any natural or legal person who negotiates the formation of an Agreement with the Supplier and/or enters into an Agreement with the Supplier regarding the delivery by the Supplier of Products.
- **Agreement:** an agreement between the Client and the Supplier under which the Supplier delivers Products, under whatever title.
- **Products:** goods, services, rights of use and/or advice, in the broadest sense.
- **Written/In Writing:** written, in writing and/or electronic.
- **Day(s):** calendar day(s).

1.2 These General Terms and Conditions apply to all offers, quotations, order confirmations, Agreements and to all related (legal) acts of the Supplier and the Client. In case of any conflict between the Agreement and these General Terms and Conditions, the Agreement shall prevail over these General Terms and Conditions.

1.3 The applicability of any general terms and conditions of the Client, however named, is expressly rejected by the Supplier.

1.4 Nullity or inapplicability of one or more provisions appearing in these General Terms and Conditions or of any part of a provision shall not prejudice the operation and validity of the remaining provisions.

1.5 If the Supplier does not demand strict compliance with these General Terms and Conditions, he does not thereby lose the right to demand strict compliance at a later time or in another case.

1.6 If one or more provisions of these General Terms and Conditions are not compatible with the type of Agreement to which these General Terms and Conditions have been declared to be applicable, the other provisions shall remain fully applicable.

1.7 The Supplier shall be entitled to unilaterally amend the General Terms and Conditions, which amended General Terms and Conditions shall apply from the date notified and after the amended General Terms and Conditions have been sent to the Client.

1.8 Deviations from these General Terms and Conditions and from the Agreement shall only be valid if and insofar as they are expressly recorded In Writing by (an authorised representative of) the Supplier, and shall be valid until revoked by the Supplier.

CLAUSE 2 - FORMATION OF AGREEMENTS

2.1 All offers, quotations, order confirmations and statements made by or on behalf of the Supplier to the Client are solely intended for the Client, may not be divulged, apply as one whole and cannot be partially accepted, are entirely without engagement, even if they contain a deadline for acceptance, and can therefore be revoked by the Supplier at any time, even after acceptance by the Client. The data included therein are only indicative.

2.2 An Agreement only comes about if a Written Agreement, signed by both Parties, is concluded, or if the Supplier sends a Written order confirmation to the Client, which order confirmation in such case counts as a correct and complete representation of the Agreement concluded between the Supplier and the Client. Agreements are subject to the Supplier obtaining confirmation that the Client's creditworthiness is good.

2.3 The applicability of Article 6:227b paragraph 1 of the Dutch Civil Code is excluded.

2.4 Additions or amendments to the Agreement, including these General Terms and Conditions, shall only apply if they have been recorded In Writing.

2.5 If no Agreement has been concluded In Writing and no Written order confirmation has been sent either, the Parties shall nevertheless be bound by these General Terms and Conditions if the Supplier commences performance of the Agreement on the Client's instructions. The invoice shall in that case be regarded as the Client's order and as the correct representation of the Agreement between the Supplier and the Client.

2.6 Unless expressly stated otherwise by the Supplier In Writing, a quality customary in the industry shall be delivered, and as far as dimensions, quantities and trade units are concerned, normal trade customs shall be considered as having been agreed.

2.7 The Client shall not be entitled to dissolve the Agreement in whole or in part. If the Client nevertheless dissolves the Agreement in whole or in part, the Supplier shall remain entitled to charge the entire amount involved in the Agreement.

CLAUSE 3 - PRICES AND PAYMENT

3.1 The offered and agreed prices are in Euros and exclusive of VAT. Unless explicitly agreed otherwise, other costs (including transport costs, installation costs and insurance costs) shall be added. Taxes, levies and duties due by law are not included in the price, and shall be borne by the Client. The Client shall bear the exchange rate risk in the event of payment in foreign currency.

3.2 The Supplier shall be entitled to invoice periodically.

3.3 The Supplier shall be entitled to adjust the agreed price if the cost price of the elements on the basis of which the price was determined have increased. These elements include, but are not limited to: raw materials, electricity and natural gas, products and services obtained from third parties, salaries, social security charges and insurance premiums. The Supplier shall notify the Client In Writing of price increases.

3.4 Payments shall be made within 30 (thirty) days of the invoice date. All payment terms are final and of the essence. The Client shall pay the invoiced amounts without any deductions, reductions or set-offs, and shall not be entitled to suspend any payment obligation towards the Supplier.

3.5 Apart from the manners of set-off regulated by law, the Supplier shall be entitled to set off his claims on and debts to the Client with debts to or claims on companies affiliated to the Client.

3.6 If the term of payment is exceeded, discounts granted to the Client shall expire, the Client shall be immediately in default and all claims of the Supplier on the Client, on whatever account, shall be immediately due and payable. Furthermore, the Client shall owe interest of 1.5% per (part of a) month on the outstanding amount calculated from the payment due date of the invoice until the moment of payment of the amount due. In addition, if payment is not made on time, all judicial and extrajudicial costs incurred to collect the amount due shall be borne by the Client. The extrajudicial collection costs are set at 25% of the principal sum, including VAT, with a minimum of € 250, without prejudice to the Supplier's right to claim compensation of the actual costs if these costs are higher.

3.7 Complaints regarding an invoice must be submitted In Writing to the Supplier within 8 (eight) days after the invoice date. After this period, the Client has forfeited his right to complain. A complaint does not affect the payment obligation.

CLAUSE 4 - DELIVERY AND DELIVERY TIME

4.1 Deliveries shall take place ex-works (Incoterms 2020) from the Supplier's business address, or at another place to be designated by the Supplier.

4.2 Agreed delivery times are not to be regarded as deadlines. If the Supplier exceeds the delivery time, or if it becomes clear that he will exceed the delivery time, the Supplier shall inform the Client of the estimated period by which the delivery time will be extended. If the delivery time is exceeded, the Client shall not be entitled to any compensation or to dissolution, except in the event of intent or gross negligence on the part of the Supplier.

4.3 If for the performance of the Agreement the Supplier requires data and/or auxiliary materials to be supplied by the Client, or the performance of any other obligation resting on the Client under the Agreement, the term of delivery shall never commence before the day on which all the necessary data and/or auxiliary materials are in the Supplier's possession or the Client has fulfilled the said obligation vis-à-vis the Supplier, or the term of delivery will be extended by the duration of the delay in the performance of the aforementioned obligations by the Client.

4.4 The Product shall in any case be deemed to have been delivered by taking the Products into use as well as by the signing off by the recipient of the waybill or order form.

4.5 If the Client does not take delivery of the Products or does not take delivery on time, he shall be in default without any notice of default being required. The Supplier shall in that case be entitled to store the Products at the Client's expense and risk. The Client shall continue to owe the amounts due under the Agreement, increased by the interest and costs (by way of compensation as formulated in Clause 3.6).

CLAUSE 5 - PERFORMANCE OF THE AGREEMENT

5.1 The provision of services by the Supplier qualifies as a best-efforts obligation.

5.2 The Supplier shall only perform those maintenance, service and installation activities that have been expressly agreed In Writing. If a description of the work is lacking, only the work belonging to Supplier's line of business and customary therein shall be performed.

5.3 The Supplier shall be authorized to give instructions to third parties for the performance of the Agreement.

5.4 The Client shall always provide all facilities, data and information necessary/useful for a proper performance of the Agreement in good time and correctly. The Client guarantees the accuracy, completeness and reliability of the data and information supplied by him to the Supplier.

5.5 The Client shall be obliged to have at his disposal in good time all licences, permits, exemptions and other decisions required for the performance of the Agreement.

5.6 Any additional costs resulting from a breach by the Client, including but not limited to a breach of Clauses 4.3, 5.4 or 5.5, will be charged to the Client.

5.7 The Client shall be not entitled to transfer this Agreement and/or any rights and obligations arising therefrom in whole or in part to any third party without the Supplier's prior Written consent.

5.8 The Supplier shall be obliged to comply with the applicable laws and regulations relating to sanctioned countries. On the basis of these laws and regulations, more specifically but not exclusively the (inter)national laws and regulations to which Article 2 of the Sanctions Act 1977 refers, the Supplier shall not supply any products or services to (Clients located or working in) countries included in the list of sanctioned countries the supply of which is not permitted pursuant to Article 3 or Article 4 of the Sanctions Act 1977.

5.9 The Client shall be also prohibited from (re)delivering or selling goods supplied by the Supplier in spite of the (inter)national laws and regulations referred to in the previous paragraph. The Supplier shall be not liable for any sale or (re)delivery of goods delivered by the Client in breach of the applicable laws and regulations.

5.10 The Supplier has the right to withdraw any offer, refuse any delivery and terminate the Agreement upon suspicion that, with regard to goods and services delivered or to be delivered, the laws and regulations referred to in Clauses 5.8 and 5.9 relating to the sanction countries have not, are not or will not be fully complied with by the Client. The Supplier shall not owe any compensation to the Client in these cases.

CLAUSE 6 - RETENTION OF TITLE

6.1 Ownership of Products delivered by the Supplier shall not pass to the Client until he has paid in full all that he owes to the Supplier under the Agreement or otherwise.

6.2 If and as long as the Supplier is the owner of the Products, the Client shall not be entitled to sell, rent out or give in use, or pledge or encumber them in any other way.

6.3 The Supplier shall be entitled to unhindered access to the Products owned by him. The Client shall provide the Supplier all cooperation in order to enable the Supplier to exercise the retention of title referred to in Clause 6.1 by taking back the Products, including any dismantling required for that purpose.

6.4 If and as long as the Supplier is the owner of the Products, the Client shall immediately inform the Supplier if they are seized (or threatened to be seized) or otherwise a claim is made on (any part of) the Products. The Client shall also inform the relevant third parties of the (ownership) rights of the Supplier.

6.5 The Client shall be obliged to insure the goods delivered to him under retention of title and to keep them insured against damage and theft and to allow inspection of the relevant policies at the Supplier's first request.

CLAUSE 7 - COMPLAINTS AND WARRANTY

7.1 Complaints relating to observable defects (in quality or quantity) shall, on penalty of forfeiture of rights, be made immediately after discovery but at the latest within 8 (eight) days after delivery of the Products, by registered letter, stating reasons. Complaints relating to non-observable defects must, on pain of forfeiture of rights, be made immediately but at the latest within 8 (eight) days of discovery, by registered letter, stating the reasons.

7.2 Legal actions must be brought within 1 (one) year after the timely complaint, under penalty of lapse.

7.3 Without prejudice to the restrictions contained elsewhere in these General Terms and Conditions, the Supplier warrants for a period of one (1) year after delivery the soundness of the Product he has delivered, the construction he has used and the quality of the materials used and/or supplied for it, provided that the construction and choice of materials have been determined by the Supplier and unless the Product was manufactured by a third party, in which case the warranty is limited to the warranty issued to the Supplier by the relevant third party.

7.4 Outside the warranty are in any case Products that were not new at the time of delivery and defects that have arisen as a result of: incorrect data provided by the Client, changes made to the Product by third parties, processing or modification of the Product, incorrect operation, incorrect after-treatment or incorrect maintenance (including no after-treatment or no maintenance) of the Product including the material, improper or other than normal use, incorrect storage, wear and tear, negligence, overloading,

parts, modifications, adaptations and additions to the Product made by a party other than the Supplier prior to or after the Agreement, an accident and any cause external to the Product.

7.5 The Client cannot derive any rights from information and advice provided by the Supplier that does not regard the Agreement or the Products.

7.6 The Supplier cannot be held liable for any defects caused by improper use of the Product or by actions, including in any case adjustments, modifications, assembly, repair and transport of the Product, not carried out by Supplier. Nor can the Supplier be held liable for any defects resulting from accidents which cannot be attributed to the Supplier.

7.7 The Supplier only warrants that the Products meet the requirements and standards customary in the industry for use of the Product within the Netherlands. Only substantial deviations from the drawings, technical descriptions, images, colours, measurements, weight specifications, material indications, quantities, schedules, actions, route descriptions and the like, shall entitle the Client to lodge a complaint or demand replacement, compensation for damage or any other right.

7.8 The Client acknowledges that advice and simulations of the Supplier are based on assumptions, and are therefore only an approximation of reality. The Supplier shall not be liable for any damage resulting from a reality differing from the assumptions.

7.9 Provided that a complaint has been made in accordance with the provisions of this Clause and on justifiable grounds, the Supplier shall deliver a replacement Product free of charge against return of the Product found to be faulty, or repair the Product in question free of charge, at the Supplier's discretion. The Supplier reserves the right to supply similar Products and to use new and/or used parts. By fulfilling one of the aforementioned performances, the Supplier shall be fully discharged in respect of his (warranty) obligations.

7.10 In the event of an unjustified complaint, the costs involved shall be borne by the Client.

CLAUSE 8 - LIABILITY

8.1 The Supplier shall not be liable for any damage suffered by the Client or third parties, except insofar as such damage is the direct result of intent or conscious recklessness on the part of the Supplier.

8.2 Without prejudice to the provisions of the preceding paragraph, the

Supplier's liability to the Client shall in all cases be limited to the amount paid out under the Supplier's liability insurance policies. Insofar as, for whatever reason, the insurer does not pay out, the Supplier's liability is limited to a maximum of 15% of the invoice value of the part of the Agreement from which the liability arises.

8.3 The Supplier shall under no circumstances be liable for any indirect damage, such as consequential damage, damage caused by delay and loss of profit or turnover.

8.4 The Client shall indemnify the Supplier against all claims of third parties directly or indirectly related to (the use of) the Products, and shall compensate the Supplier for all damage suffered by the Supplier as a result of such claims.

CLAUSE 9 - FORCE MAJEURE FOR THE SUPPLIER

9.1 If the Supplier is prevented from fulfilling his obligations towards the Client due to force majeure, the period within which the Supplier must fulfil his obligations shall be extended. In addition to what is meant by force majeure in legal literature and case law, force majeure is in any case understood to mean any circumstance independent of the Supplier's will, such as but not limited to natural disasters, trade and transport impediments, Coronavirus (COVID-19), epidemics, sickness of persons working at the Supplier, strikes, government measures, breakdown of machines and/or failures and inability to purchase the necessary raw materials, semi-finished products, equipment, fuel or transport, all this if they occur at the Supplier's company as well as at subcontractors.

9.2 If the force majeure situation has lasted longer than two months, or it has been established that it will last longer than two months, both Parties shall have the right to dissolve the Agreement for the part that has not yet been performed by the Supplier.

9.3 In the event of force majeure, the Client shall be not entitled to compensation.

CLAUSE 10 - SUSPENSION AND DISSOLUTION

10.1 If the Client fails to fulfil any obligation towards the Supplier, or if the Supplier may reasonably expect that the Client will fail to fulfil any obligation towards the Supplier, the Supplier shall have the right to suspend (further) performance of his obligations under the Agreement by means of a Written notification, without the Supplier being liable for any compensation, all this without prejudice to his other rights.

10.2 In the event that the Client:

- is declared bankrupt, is admitted to the Statutory Debt Rescheduling Scheme for Natural Persons, applies for his own bankruptcy or suspension of payments or admission to the Statutory Debt Rescheduling Scheme for Natural Persons, proceeds to divest himself of his assets, or all or part of his assets are attached;
- is placed under guardianship or otherwise loses the power of disposal of his assets or any part thereof;
- discontinues or transfers all or part of his business, including the contribution of his business to a company to be incorporated or already existing, or changes the objective of his business;
- dies;
- does not, does not timely and/or does not properly fulfil any of his obligations under the law or under the Agreement or these General Terms and Conditions;

the Supplier shall be entitled to dissolve the Agreement in whole or in part with immediate effect, without any notice of default or judicial intervention being required, by means of a Written notification, all this without prejudice to his other rights.

CLAUSE 11 - INTELLECTUAL PROPERTY

11.1 All intellectual property rights relating to the Products shall be held exclusively by the Supplier. If the Supplier develops any Product(s) commissioned by the Client, the intellectual property rights thereof shall belong to the Supplier. The Client acknowledges these rights and guarantees to refrain from any infringement thereof.

11.2 The Client acquires a non-exclusive and (in both contractual and property law sense) non-transferable revocable right of use to the aforementioned intellectual property rights, exclusively for the duration of the Agreement, solely for the purposes arising from the Agreement and subject to the condition of full compliance by the Client with his obligations under the Agreement and these General Terms and Conditions. This right of use cannot and may not be (sub-)licensed (to any third parties) by the Client.

11.3 The Products delivered by the Supplier may not be reproduced, disclosed or brought to the notice of any third parties by the Client without the Supplier's prior permission, other than to the extent permitted by the use intended in the Agreement.

11.4 If the subject matter of the Agreement concerns software and/or other computer programs of the Supplier ("Software"), in addition to the above,

the Client may only use the Software made available in and for the benefit of the Client's own organisation in accordance with the (licence) conditions (if any) laid down for that purpose. The Client may only make one back-up of the aforementioned Software, and may not reverse-engineer the Software unless he has the Supplier's Written permission to do so.

11.5 The Supplier shall be entitled to provide the Products with names, (pictorial) marks, codes and/or other kinds of statements in order to be able to trace the origin of the Products.

11.6 The Supplier shall indemnify the Client against any legal claims on the Products supplied and/or provided by the Supplier relating to claims based on infringement(s) of intellectual property rights valid in the Netherlands, provided that the Client (a) notifies the Supplier immediately of the existence and content of the legal claim; and (b) leaves the handling of the case, including reaching a settlement, entirely to the Supplier. To this end, the Client shall fully cooperate with the necessary formalities and, if necessary, allow the Supplier to defend such legal claims in the Client's name. This obligation to indemnify shall lapse if the infringement relates to changes made or caused to be made to the Products by the Client, as well as in the event of any breach of these General Terms and Conditions by the Client.

11.7 If it is irrevocably established in court that the Supplier's Products infringe an intellectual property right belonging to a third party, or if in the Supplier's opinion there is a reasonable chance that an infringement will occur, the Supplier shall if possible see to it that the Client can continue using the Products supplied or provided, for instance by modifying the infringing parts or by acquiring a right of use for the Client. If the Supplier, at his sole discretion, cannot ensure or cannot ensure except in a manner that is unreasonably onerous (financially or otherwise) for the Supplier, that the Client can continue using the delivered Products, the Supplier shall take back the delivered Products against crediting of the acquisition costs and after deduction of a reasonable user fee. The Supplier shall not make the choice to do so until after consultation with the Client. Any other or further liability or indemnification obligation of the Supplier due to infringement of intellectual property rights of a third party is excluded.

CLAUSE 12 - CONFIDENTIALITY

12.1 The Client and his (hired) staff, as well as companies engaged by it and their (hired) staff, shall be obliged to keep confidential all information which the Client knows or should reasonably know to be confidential, and to use it exclusively for the performance of the Agreement.

12.2 Confidential information shall in any case include personal data, data traceable to customers of the Supplier, working methods and business data of the Supplier, and (intellectual) rights and matters such as designs, concepts, advice, simulations, models, etc. underlying the Product made available by the Supplier.

12.3 In the event of violation of the provisions of this Clause, the Client shall per violation, without any further notice of default being required, forfeit a penalty that is immediately exigible by the Supplier of EUR 250,000, without prejudice to the Supplier's right to claim full damages.

CLAUSE 13 - DISPUTES AND APPLICABLE LAW

13.1 These General Terms and Conditions, as well as the Agreement, are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is hereby expressly excluded.

13.2 If the Supplier is put in the right in legal proceedings, all costs incurred in connection with such proceedings shall be for the Client's account.

13.3 All disputes that may arise as a result of the Agreement or these General Terms and Conditions must be submitted to the competent court in Gelderland (The Netherlands).

13.4 In the event of any difference in interpretation between the Dutch and the English versions of these Conditions, the original Dutch text shall prevail.