VAN AARSEN INTERNATIONAL B.V.
GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

GTC version reference GTC 13031474_2027

1. Definitions

In these general terms and conditions of sale and delivery the following terms shall have the following meaning:
GTC: the general terms and conditions of sale and delivery set out below.
Supplier: Van Aarsen International B.V., its successors, and all affiliated companies.
Buyer: other party than Supplier purchasing or negotiating a purchase of Products or services from the Supplier.
Agreement: any agreement regarding the sale and delivery of Products by the Supplier, any addition or modification thereto, as well as all acts, including legal acts, performed in preparation for such Agreement.
Products: all goods and services that are subject of an Agreement.
Assembly: operations of various kinds enabling installation of the Products by the Supplier to make them ready for use.
Order: any order, in whatever form, from the Buyer.
Order Confirmation: a written confirmation by the Supplier, whether forwarded to the Buyer or not, resulting in an Agreement.
Services: execution of work and assignments, advices, engineering, assembly, commissioning, research and/or other services.

2. General and applicability

2.1 These GTC apply to all offers, Agreements and deliveries by the Supplier.
2.2 General terms and conditions of purchase or specific terms and conditions or stipulations of the Buyer are expressly rejected and do not form part of the Agreement.
2.3 These GTC apply in full to all Agreements, unless otherwise agreed in writing by the Supplier.
2.4 These GTC are translated in several languages. In the event of a conflict arising on their contents and scope, the English-language version of these GTC shall prevail.

3. Offers

3.1 Offers or proposals and information provided in brochures and price lists are not binding on the Supplier, unless expressly agreed otherwise in writing.
3.2 The Supplier's offer assumes that the Agreement will be performed under normal conditions and during standard working hours..
3.3 The Supplier makes every effort to provide accurate specifications, measurements, names, weights, and other details of the Products, but cannot guarantee that no variations may occur. Any drawings or models provided are for indicative purposes only.

4. Agreement

4.1 An Agreement is formed only when the Supplier accepts the Buyer's Order in writing or performs the Order. If the Supplier provides any Services at the Buyer's request before final agreement on price and payment terms, the Buyer shall pay the Supplier in accordance with articles 5 and 13, at the Supplier's then-current rates.
4.2 Oral commitments and arrangements made by the Supplier's subordinates are not binding upon the Supplier until confirmed in writing by the Supplier.
4.3 Changes and additions to any provision in the Agreement can only be agreed in writing.

5. Prices

5.1 All prices are in Euros exclusive of VAT. Unless expressly agreed otherwise, the Buyer shall bear all costs related to packaging, shipping, import, export, excise duties, and any other taxes or charges connected to the Products and their delivery.
5.2 Any change to price factors including purchase costs, exchange rates, duties, taxes, insurance, freight, or other charges referenced in article 5.1, may be passed on to the Buyer by the Supplier unless expressly agreed otherwise.
5.3 If the Supplier agrees to assemble the Product, the price includes delivery and assembly on site and all related costs. Any additional costs due to adverse weather conditions will be charged to the Buyer.
5.4 Any costs incurred for commissioning and testing the Product, including required power, water, materials, and related items, shall be borne by the Buyer.

6. Intellectual property

6.1 The Supplier's offer including drawings, calculations, descriptions, models, tools and similar materials provided or produced remain the Supplier's property whether or not charged to the Buyer. All related information including manufacturing and construction methods is exclusively reserved to the Supplier. The Buyer undertakes not to copy, disclose, publish, or use such information except as necessary to perform the Agreement and only with the written permission of the Supplier.
6.2 All illustrations, drawings, measurement, calculations, estimates and similar data are approximate and binding only if expressly included in a document signed by both parties or in the Supplier's signed order confirmation. The Supplier may amend these whenever such changes benefit the project or performance, with notice given to the Buyer for significant deviations.
6.3 All intellectual property rights, including but not limited to software, relating to Products supplied remain the property of the Supplier. The Buyer shall not represent himself to third parties as owner of these rights or exceed the rights granted under the Agreement. The Supplier warrants that, to the best of its knowledge, the Products and software do not infringe any third-party intellectual property rights.

7. Delivery dates

7.1 Delivery lead times provided by the Supplier are estimates and based on conditions existing when the Agreement is made and third-party information. The Supplier will use reasonable efforts to meet the estimated delivery dates.
7.2 Delivery lead times shall commence upon receipt of an advance payment from the Buyer or. If no advance payment is agreed, it starts on the date of Buyer opening a Letter of Credit. If the Supplier requires information, tools or resources from the Buyer, the delivery lead time starts once all are received by the Supplier, but no earlier than on the Order Confirmation date.
7.3 Reasonable delays in delivery due to unforeseen events are permitted without any compensation for damages and/or losses. Reasonable delays cannot be a ground for cancellation or termination by the Buyer, unless such delay is unreasonable for the Buyer to continue the Agreement. The Buyer must notify the Supplier in writing if delay exceeds a reasonable period and allow time to remedy before cancelling.
7.4 The Supplier may make partial deliveries of the Products.

8. Assembly / installation

8.1 When the Supplier conducts Assembly or other Services on Buyer's-site, the Buyer shall ensure timely provision of all necessary amenities, facilities, and conditions for proper Service execution and product operation. The Buyer shall cover travel and accommodation costs for the Supplier's personnel
8.2 In case a technician or specialist of Supplier is assigned to the Buyer's site, the Supplier will bear costs related to salaries, insurance, Dutch social security, income tax, and one return travel expense. Such personnel shall cooperate with Buyer's staff and provide necessary advice on manuals, service, and installation procedures.
8.3 Unless otherwise agreed, the Buyer must ensure:
(a) dismantling and removal of the installations/systems to be replaced;
(b) cleaning of the installation site prior to Supplier's arrival;
(c) timely issuance of a "Civil Works Completion and Site Take Over Certificate";
(d) full, unrestrictive, exclusive access to the site for Supplier's personnel until Product commissioning;
(e) Supplier's personnel can commence and continue work, in accordance with the Supplier's schedule during normal working hours and if necessary, outside those hours with prior notice;
(f) suitable accommodation and/ facilities (including transport, office space, telecommunications) as per applicable laws, Agreement and local customs;
(g) availability of qualified technicians and manpower, including an English-speaking interpreter, if required;
(h) necessary facilities for proper work, unless provided by Supplier;

(i) provision of a standard transformer of sufficient capacity and necessary parts in time for Services;
(j) suitable site conditions for storage and assembly;
(k) adequate storage for Supplier's Products, materials, equipment and related machinery (e.g. loading/unloading equipment);
(l) availability of ancillary materials and equipment such as scaffolding, cranes and crane operators, measuring, welding, cutting equipment, and connections;
(m) provision of necessary gas, water, electricity, compressed air, oil, propane gas and other energy sources;
(n) adequate heating and lighting at the site;
(o) proper sanitary and welfare facilities for Supplier's personnel;
(p) adequate raw materials supply for testing/commissioning; and
(q) compliance with all applicable safety, precautionary and regulatory measures during work.
(r) That a CAR insurance has been concluded

8.4 The Buyer shall obtain all necessary permits, exemptions and/or authorisations from authorities, unless the Supplier agrees in writing to take care of this.

8.5 The Buyer shall ensure site security and keep records of tools and materials supplied for the execution of the Agreement. Upon request, the Buyer shall promptly furnish copies of such records to the Supplier. If tools or materials are no longer at the site, without records of authorised removal, the Buyer shall be liable for replacement costs of the missing tools and/or materials.

8.6 Any damage or costs resulting from the Buyer's failure to meet these conditions shall be borne by the Buyer.

8. Damage caused by demolition work is the Buyer's responsibility, who shall indemnify the Supplier against third parties claims in this matter.

8.9 Supplier may subcontract any part of the work.

8.10 If in the opinion of the Supplier the Buyer's employees or personnel hired or subcontracted by Buyer are negligent, insufficiently qualified or guilty of misconduct, Supplier may require their immediate removal. The Buyer shall promptly replace such personnel.

8.11 The Buyer's obligations under this article apply even if he does not have exclusive control over the site.

9. Delivery and risk

9.1 Delivery, transfer of risk, and delivery costs shall follow the customary commercial terms specified in the order confirmation, including FCA, FOB, CIP, CIF or other agreed Incoterms®. In all cases, the latest English-language version of the International Chamber of Commerce's Incoterms® 2020 shall apply

9.2 If the delivery terms as per the preceding article have not been agreed, delivery of the Products, including their packaging, shall occur at the place and time when the Products are ready for shipment to the Buyer. The Supplier will notify the Buyer promptly of such time and place. The Buyer shall take delivery as soon as practicable, but no later than fourteen (14) working days from the notification date.

9.3 The Buyer shall ensure that nothing on his part impairs the ability of the Supplier to meet specific agreed-upon terms, including delivery, transfer or installation deadlines.

9.4 If the Buyer fails to take delivery within the agreed time, he shall be in default without further notice. The Supplier may then store the Products at the Buyer's risk and expense or sell them to a third party. The Buyer remains liable for the full purchase price, plus interest and costs as damages, less any net proceeds from such sale.

10. Retention of title

10.1 Title to the Products remains with the Supplier until the Buyer has paid in full all amounts owed for all Products, including interest and costs, under any agreement between the parties.

10.2. The Buyer shall not sell, pledge, or otherwise encumber the Products subject to retention of title unless acting as a reseller in the ordinary course of business. In such cases, the Buyer's claims against third-party purchasers arising from onward sales are hereby assigned to the Supplier as security, and the Buyer shall cooperate in registering such security interests.

10.3 Upon the Supplier's request, the Buyer shall permit the Supplier to repossess products subject to retention of title.

10.4 If the supplied Products have been incorporated into other goods or installations, the Buyer grants the Supplier a security interest (pledge) over the new goods, or if not possible, other appropriate collateral

10.5 In jurisdictions where retention of title is not recognised the Buyer grants the Supplier a security interest or equivalent rights under local law to the goods, which Supplier may register.

11. Inspection and complaint

11.1 Upon arrival of the Products, the Buyer shall promptly inspect them or instruct someone to inspect them. Any defects must be reported to the Supplier in writing within fourteen (14) days of arrival. Defects not reasonably discoverable within this period must be reported immediately upon detection.

11.2 Upon detecting any defect, the Buyer shall immediately cease using the affected Products.

11.3 The Buyer shall fully cooperate with Supplier's investigation of a complaint, including allowing on-site inspections. Complaints that cannot be verified by the Supplier will not be accepted

11.4 Products may only be returned and/or replaced with the Supplier's prior written consent. Reasonable return and/or replacement costs will be borne by the Supplier in accordance with the delivery conditions of the Agreement.

11.5. If a timely, valid complaint is made, the Supplier's liability shall be limited as set out in article 15.3 and other relevant provisions of article 15.

12. Completion

12.1 Upon completion of the Products, the Supplier shall issue a Take Over Certificate confirming the Products are completed. The Buyer shall within three (3) days of the certificate date, either sign the certificate and return it to the Supplier, or notify Supplier in writing of specific outstanding issues required to complete the Products. The Supplier shall then complete the outstanding issues and reissue the certificate for acceptance and completion of the Products.

12.2 The Products may not be taken into operation until a Take Over Certificate has been signed.

12.3 If the Buyer fails to return the signed certificate or notify the Supplier of objections within the specified period, the Products will be deemed accepted, completed and taken over.

12.4 The Products will also be regarded accepted and completed and the Products will be deemed to be taken over once the Buyer starts using the Products.

13. Warranty

13.1 Supplier warrants that for twenty-four (24) months after completion, or up to thirty (30) months after shipment (whichever is first), goods manufactured by Supplier shall operate as intended, provided they are used properly and in accordance with all instructions and agreed conditions as in the Agreement, these GTC or the certificate of warranty. In any event, no claim under this warranty may be made after thirty (30) months from the date of shipment (the "Backstop Period"), which shall be the absolute time limit for any warranty claims.

13.2 The Supplier provides a limited warranty for all service work (including repair, maintenance, and overhaul) for a period of six (6) months from the date of completion of such service work. This limited warranty covers only the costs of the repair, maintenance or overhaul.

13.3 The warranty excludes any defects resulting, in full or in part, from improper, careless or incompetent use, external events such as fire or water damage, and any modifications or repair performed to the Products without the Supplier's written permission.

13.4 Wear and tear and consumable parts are expressly excluded. For components covered by third-party manufacturer warranties, the Supplier's obligations are limited to passing on such warranties to the Buyer.

13.5 Any warranty claim must be notified in writing and within the period prescribed in this article, article 11 and within the Backstop Period. In the event of a valid claim, Supplier shall, at its discretion, repair or replace the defective Product, or provide an appropriate price reduction. These remedies are the Buyer's sole remedy under this Warranty.

13.6 The Buyer bears the risk for the Products during any repair work by the Supplier.

13.7 For software incorporated in the Products, the Supplier's warranty is limited to twelve (12) months from delivery, for remedying any defects notified in writing to the Supplier. Supplier may provide temporary solutions or program workarounds and does not warrant uninterrupted or error-free operation.

13.8 The warranty does not extend to indirect or consequential damages and losses, including loss of production, profits, or business interruption.

13.9 The warranty is non-transferable and applies only to the original Buyer. All other warranties or conditions, express or implied, are excluded to the fullest extent permitted by law.

13.10 Deliveries under warranty claims will be made under the delivery conditions of the Agreement.

14. Payment

14.1 The Buyer pays the invoiced amounts within seven (7) days of the invoice date. Payment shall be made to Supplier's bank account.

14.2 All payments shall be made in full, without any deducting, withholding or set-off. The Buyer is not entitled to suspend his payment obligations.

14.3 If the Supplier has reasonable doubt about the Buyer's creditworthiness, it may require advance payment or adequate

security before continuing performance under the Agreement. Such security may include customary trade instruments such as irrevocable letters of credit, documents against payment or cash on delivery.

14.4 Where payment or security is to be provided by means of documentary credit and/or bank guarantee, the Buyer shall ensure that this is issued through a reputable Dutch bank.

14.5 Any amount not paid by the due date shall accrue interest automatically, without prior notice of default, at the statutory commercial rate applicable in The Netherlands plus 4%. Interest shall be compounded annually.

14.6 If payment (including interest) remains outstanding after the expiry of an additional period granted, the Buyer shall reimburse all judicial and extrajudicial collection costs. Such extrajudicial costs shall be calculated in accordance with the prevailing collection rates of The Netherlands Bar Association, with a minimum of 5% of the outstanding amount, exclusive of VAT.

15. Liability

15.1 The Supplier's liability towards the Buyer is limited to direct damages only.

15.2. Supplier's total liability, regardless of cause, shall not exceed the invoiced amount for the relevant supply.

15.3 In no event shall supplier be liable for any indirect damage, including any damage which is not the direct result of failure, loss of goodwill, loss caused by business interruption, reputational damage, loss of profits and loss of sales, loss of savings, costs relating to removal from the market and/or withdrawal (including recall) of goods delivered by Supplier, compensation (including fines and penalties) payable to third parties, and losses caused by delay.

15.4 Engineering services are provided on a best efforts basis. Supplier's liability for technical, mechanical, electrical, software and/or design engineering services and the results thereof (advices, flow diagrams, sketches, technical and electrical specifications, calculations, architectural plans, models, databases and/or software) is in any case limited to the invoice value of these engineering services.

15.5 Except in cases of gross negligence or intent of the Supplier or his (managerial) personnel, the Buyer shall indemnify the Supplier against all third-party claims, for whatever reason, related to the Products or their use.

15.6 The Buyer shall also indemnify the Supplier for all third party claims arising from the Supplier's compliance or non-performance under any agreement with the Buyer.

15.7 The Buyer shall maintain, at its own cost, a Construction All Risks (CAR) insurance covering all damages related to the supply or use of the Products until at least 1 month beyond the date of the signed Take Over Certificate. Failure to do so makes the Buyer fully liable for any such damage.

15.8 At the Buyer's request and expense, the Supplier may obtain additional insurance covering damages incurred during Assembly or related Services. Any assistance in assembly provided without contractual obligation is at the Buyer's sole risk

15.9 Nothing in these conditions excludes liability to the extent such exclusion is prohibited by mandatory product liability legislation.

16. Confidentiality

16.1 Each of the parties will treat as confidential all information received from the other party that is designated as confidential, or the confidential nature of which should reasonably have been evident (hereinafter referred to as "Confidential Information"). Confidential Information in any event includes the existence, the nature and the contents of the Agreement, as well as other business information of Supplier.

16.2 The foregoing article does not apply to Confidential Information which a) is already publicly known, b) has been independently developed by one party, without the use of the Confidential Information of the other party, c) was received from a third-party who was under no obligation to keep such information confidential, d) was already in the possession of the receiving party without an obligation of confidentiality. Article 16.1 does also not apply when the receiving party is forced by competent authorities to disclose such information, in which case the receiving party will – if and to the extent legally permitted - immediately notify the providing party about this.

16.3 Confidential Information may only be used within the context of the Agreement and may only be copied or reproduced insofar as this is necessary for the receiving party to perform its obligations under the Agreement.

16.4 Each party shall treat the Confidential Information of the other party in the same manner as it treats its own Confidential Information and similar data, and they are at all times required to take the necessary precautions to maintain the confidentiality of such Confidential Information.

16.5 The obligations set forth in this article shall remain in force for five years after the end of the Agreement.

17. Force majeure

17.1 In the event that the Supplier is prevented from fulfilling its obligations due to force majeure, such obligations shall be suspended for the duration of the force majeure event.

17.2 Force majeure includes any event beyond the Supplier's reasonable control, whether foreseeable or not, such as natural disasters (flood, fire, earthquake, storm), war, terrorism, strikes, lock outs, government actions or restrictions, late delivery by one or more suppliers or transport, cybercrime such as but not limited to cyberattacks, malware, phishing and DDos, malfunctions or failures in the supply of energy, the internet or other (tele) communication facilities or technological systems, epidemics, pandemics, health authority orders related to epidemic or pandemic and conditions in general that disrupt the regular production and/or operation of Supplier or the delivery to the Buyer.

17.3 If the force majeure event lasts for six (6) months, either parties may terminate the Agreement in writing in whole or in part.

17.4 During a force majeure event, the Buyer shall have no right to claim any compensation or damages, even if the Supplier gains any benefit as a result.

17.5 The Supplier shall notify the Buyer as soon as possible of any existing or expected force majeure situation.

18. Termination

18.1 If the Buyer fails to duly perform any obligation under this Agreement, including within any specified period, the Buyer shall be in default. Without any further notice or judicial intervention, Supplier may:

- suspend its performance of that Agreement and any related agreements until satisfactory security for payment is provided, and/or
- terminate this Agreement and any related agreements in whole or in part.

Such actions shall be without prejudice to any other rights or remedies available to the Supplier and without to pay any compensation to the Buyer.

18.2 In the event of Buyer's suspension of payments, bankruptcy, liquidation or cessation of business, all Agreements shall terminate automatically, unless the Supplier notifies the Buyer within a reasonable period that it wishes to continue the Agreement in whole or in part. In that case, the Supplier may, without any notice of default being required:

- suspend performance until payment is adequately secured; and/or
- suspend all its obligations to the Buyer.

This shall be without prejudice to any other rights of the Supplier and without obligation to pay any damages.

18.3 In any event described in articles 18.1 or 18.2, all amounts owed by the Buyer to the Supplier shall become immediately due and payable. The Supplier may reclaim the Products and is entitled to enter the Buyer's premises to do so. The Buyer shall take all necessary measures to enable the Supplier to exercise these rights.

19. Transfer of rights and obligations

19.1 The Supplier may assign or transfer its rights and obligations under the Agreement to third parties. Where the Supplier transfers its obligations, it shall notify the Buyer in advance. The Buyer may terminate the Agreement effective from the date of such transfer. The Supplier shall not be liable for any resulting damages

19.2 The Buyer shall not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the Supplier.

20. Products and Services supplied to Buyers abroad

20.1 If the Buyer conducts a business established outside The Netherlands (including within the EU insofar as relevant), and the Agreement provides for delivery of Products to the country of Buyer's establishment, Supplier shall charge the agreed price exclusive of VAT, provided the Buyer has duly demonstrated valid VAT registration in its country in which he is established, insofar as permitted by applicable legislation.

20.2 If such proper VAT registration is not demonstrated, Supplier may add the applicable VAT to the agreed price unless the Buyer furnishes security acceptable to the Supplier for any potential VAT liabilities resulting from invoicing at a zero VAT rate. The Supplier shall at all times be entitled to require similar security if the Buyer requests delivery of the Products to a country other than that its country of establishment.

21. Export Control and Sanctions

21.1 Supplier shall not be obliged to perform any obligation under the Agreement to the extent such performance would violate or expose Supplier to sanctions, export control laws, trade restrictions, embargoes or similar regulations imposed by the European Union, the United Nations, the United States, the United Kingdom, or any other applicable authority.

21.2 Buyer represents and warrants that it, its affiliates, end-users and destinations involved in the transaction are not subject to applicable sanctions and that the Goods and Services will not be used, transferred, exported, re-exported or made available in violation of any applicable sanctions or export control laws.
21.3 Supplier may suspend or terminate the Agreement with immediate effect, without liability, if Supplier reasonably determines that performance may violate applicable sanctions or export control laws or if any required export licence, authorization or governmental approval is denied, delayed or revoked.
21.4 Buyer shall promptly provide all information and documentation reasonably requested by Supplier to assess compliance with applicable sanctions and export control requirements.
21.5 Supplier shall have no liability for any delay, non-performance, suspension or termination resulting from sanctions, export control restrictions or related compliance reviews.

22. Data privacy protection

22.1 The Supplier processes personal data in accordance with applicable General Data Protection Regulation (Algemene Verordening Gegevensbescherming), both within and outside the EU.
22.2 If the Supplier processes personal data for or on behalf of the Buyer under the Agreement, the Supplier can be qualified as data processor and the provisions in this article 20 will also qualify as a data processing agreement as stipulated in the General Data Protection Regulation. The Supplier will solely process received personal data further to documented instructions from the Buyer and will not in any way use (or cause to be used) such personal data other than as necessary for its performance under the Agreement.
22.3 The Supplier will implement appropriate technical and organisational security measures to ensure confidentiality and protection against loss or unlawful processing. The Buyer is allowed, at its own expense, to periodically examine and evaluate whether the Supplier complies with this obligation. Supplier will at the choice of the Buyer, delete or return all personal data after the end of the provision of services relating to processing, unless storage is required by law.
22.4 At its first request the Supplier will assist the Buyer and provide all information available which enables the Buyer to comply with its own statutory obligations and to demonstrate this. The Buyer acknowledges and agrees that in the course of its performance under the Agreement, Supplier may use further processors or sub-processors. Supplier will impose upon such further processors the same data protection obligations as stipulated in this article.
22.5 To the extent permitted by law, Supplier hereby excludes all liability resulting from or related to the processing of personal data under the Agreement, including the actions and omissions of third parties engaged by Supplier in that context. The limitation of liability as referred to above does not apply insofar as the damage is the result of gross negligence or wilful intent on the part of Supplier or the management of Supplier. The Buyer will indemnify Supplier against all costs incurred and damages suffered by Supplier, which are the result of: (i) the Buyer not complying with the applicable Data Protection Legislation (or not complying with it in a timely, correct or complete manner); and/or (ii) a claim of a third party (also including a data subject) that the processing of the Personal Data by Supplier in accordance with this Agreement infringes the rights of the third party concerned or is otherwise unlawful.

23. Communication

22.1 All correspondence and information exchanged between the Buyer and the Supplier shall be in English.
22.2 The Supplier's Project Management shall communicate and co-ordinate with the Buyer on behalf of the Supplier.
22.3 Unless otherwise agreed, all communications, including notices and consents, may be made electronically, including via email or other agreed electronic platforms, and shall be deemed received upon successful transmission to the designated recipient.
22.4 The parties consent to the use of electronic signatures, which shall have the same legal effect as handwritten signatures, provided they comply with applicable laws.
22.5 Each party shall notify the other in writing promptly of any changes to their designated electronic contact details. Until notification is received, communications sent to the previously designated addresses shall remain valid.

24. Applicable law, competent court

23.1 Dutch law governs exclusively these General Terms and Conditions and all Agreements between Supplier and Buyer and any non-contractual obligations arising out of or in connection with them.
23.2 Any disputes arising between the Supplier and the Buyer shall be subject to the exclusive jurisdiction of the courts located in the district where the Supplier's registered office is situated, unless mandatory legal provisions require otherwise.
23.3 The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, Vienna Sales Convention) is expressly excluded.