

## GENERAL TERMS AND CONDITIONS OF RACKING MOTRAC INTERN TRANSPORT B.V.

Ch. of Comm. no.: 08057917

Version: September 2021

### A. General

#### 1. Applicability of General Terms and Conditions

- 1.1 These General Terms and Conditions apply to (and are deemed to be included in) every agreement concluded between Motrac Intern Transport B.V. ("**Contractor**") and its contracting party ("**Client**").
- 1.2 These General Terms and Conditions comprise the following parts:
  - Part A: General
  - Part B: Purchase of Goods
  - Part C: Racking
  - Part D: Provision of Services
- 1.3 Part A applies to all agreements. Parts B through D apply to the Purchase of Goods (B), Warehouse Solutions (C) and/or the Provision of Services (D).
- 1.4 In these General Terms and Conditions, "**Goods**" is deemed to mean all products, articles or other realisations of Services provided, not exclusively comprising Services, to be provided by or on behalf of the Contractor under the agreement; "**Services**" is deemed to mean all activities, not being the supply of Goods, to be performed by or on behalf of the Contractor under the agreement and "Goods" and "Services" shall be construed accordingly; and "**Racking**" is deemed to mean the design, supply and assembly, by or on behalf of the Contractor, of warehouse racks, which comprises a combination of Services, Goods and contracting work.
- 1.5 In the event of any conflict between the provisions of an agreement and the provisions of these General Terms and Conditions, the provisions of the agreement will prevail. In the event of a conflict between the provisions of Part A: General and any other part of these General Terms and Conditions, then the provisions of the other part will prevail.

#### 2. Offers

- 2.1 All offers and quotations of the Contractor are without obligation. The Client cannot derive any rights from advice and information provided by the Contractor that do not directly relate to the assignment.
- 2.2 Unless otherwise agreed in the offer, the validity period of an offer from the Contractor is 3 months.
- 2.3 If the Client provides the Contractor with information, the Contractor may assume its accuracy and completeness and will base its offer on it.

- 2.4 The Client indemnifies the Contractor against any third-party claims relating to the use of advice, drawings, calculations, designs, materials, trademarks, samples, models, etc., provided by or on behalf of the Client. The Client will compensate all damage suffered by the Contractor, including the full costs incurred for defence against these claims.

### 3. Quality

- 3.1 The Contractor warrants that the Goods delivered by it to the Client comply with the specifications stated in the agreement, provided that the Client uses the Goods in a normal manner that is customary for the Goods in accordance with the Contractor's instructions and for the purpose for which the Goods were manufactured.
- 3.2 Goods will be supplied with manuals and similar documentation. The above-mentioned documents form part of the agreement. If it appears that these documents are missing during use, then the Client is obliged to request these from the Contractor.
- 3.3 The Client is obliged to carefully read the documents on how to use the Goods, referred to in Article 3.2, and oblige staff working with the Goods to do the same and use the Goods or have them used in accordance with these documents. The Contractor is not liable for damage if the Client fails to comply with its obligations in this article.
- 3.4 If the Client puts the Goods delivered to use, the Goods shall be deemed to comply with the agreement.
- 3.5 The Client must report any defects in writing no later than 14 days after it has discovered them or should reasonably have discovered them.
- 3.6 In order to enable the proper execution of the Agreement, the Client will, upon request or otherwise, provide the Contractor with the required information in good time. The Client is aware that the Contractor will perform its obligations under this agreement based on the information and instructions provided by the Client to the Contractor and the Client therefore guarantees its accuracy and completeness.
- 3.7 Apart from the warranties expressly set out in the agreement and elsewhere in these general terms and conditions, the Contractor rejects all other warranties, whether explicit, implied or statutory, including all implied warranties of merchantability, fitness for a particular purpose, warranties arising from use for trade or in the course of sale, non-infringement and title with respect to or in connection with any part of the Goods and/or Services, supplied or provided to the Client under the agreement.

### 4. Delivery and ownership

- 4.1 Delivery will take place DDP, to the Client's place of business, in accordance with Incoterms 2010. The (delivery) dates made known by Contractor are indicative. If a delivery date and/or

performance period is exceeded, this will in no event entitle the Client to damages or dissolution.

- 4.2 At the moment of delivery, the Client assumes the risk associated with the storage of the Goods, unless otherwise agreed.
- 4.3 The Client and the Contractor may agree that the Client will arrange for the transport of the Goods at its own expense and risk.
- 4.4 In the event that the wrong Goods are delivered such that the Goods need to be replaced, then the Client will keep the Goods to be replaced pending the delivery of the correct Goods; the risk associated with the Goods to be replaced will remain with the Client until the moment it hands them back to the Contractor.

## 5. Security

- 5.1 Regardless of the agreed payment conditions, the Client is obliged to provide what is in the opinion of the Contractor sufficient security for payment at the Contractor's first request. If the Client fails to comply with this within the specified period, the Client will immediately be in default. The Contractor will in that case have the right to dissolve the agreement and recover any losses from the Client.
- 5.2 The Contractor will remain the owner of the Goods supplied for as long as the Client:
  - a. has not complied with its obligations under any agreement with the Contractor;
  - b. has not paid any claims ensuing from the non-performance of the aforementioned agreements, such as damages, a penalty, interest and costs.
- 5.3 For as long as the Goods delivered are subject to a retention of title, the Client may not encumber or dispose of them. This clause has effect under property law.
- 5.4 The Contractor may retrieve the delivered Goods after invoking its retention of title. The Client will give its full cooperation in this respect.
- 5.5 The Contractor has a right of pledge and a right of retention in respect of all Goods that it, for whatever reason, has or will acquire from the Client, and in respect of all claims that it has or may have against the Client.

## 6. Inspection

Unless expressly otherwise agreed in writing, the Client will be obliged to inspect the Racking each year, at its own expense and risk, in accordance with the applicable standards and rules. If this is deviated from and the inspection is carried out by the Contractor, the provisions of Part D: Provision of Services apply.

## 7. Assembly

- 7.1 The Contractor is not responsible for any permits that may be required.
- 7.2 If the agreement states that assembly and installation will be (partly) performed by the Contractor, the Client will in all cases and at its own expense and risk provide its full cooperation

and (test) materials as requested by the Contractor.

## 8. Price and payment

- 8.1 The prices stated in the offer are expressed in euros and are excluding VAT and other government levies or taxes.
- 8.2 Unless otherwise agreed, the Contractor will only invoice the Client digitally.
- 8.3 Payment deadlines are final deadlines. The Client must pay the Contractor's invoices within the payment term stated on the invoice, in full and without set-off or suspension. If no payment period is specified, payment shall be due immediately.
- 8.4 As soon as the Client is in default, the Client is obliged to pay all statutory commercial interest and extrajudicial collection costs. Payments will first be deducted from any interest and costs accrued and then deducted from the principal sum.
- 8.5 Regardless of whether the Contractor has performed the agreed service in full, everything that the Client owes or will owe the Contractor pursuant to the agreement will become immediately due and payable, if:
  - a. bankruptcy or suspension of payments is applied for by or on behalf of the Client;
  - b. attachments are made against the Client's goods or receivables;
  - c. the Client (company) is dissolved or liquidated;
  - d. the Client (natural person) requests statutory debt restructuring, is placed under guardianship or dies.
- 8.6 The Contractor is authorised to set off its debts to the Client against claims of companies affiliated to the Contractor. In addition, the Contractor is authorised to set off its debts to the Client against claims that companies affiliated to the Contractor have against the Client. The Contractor is also authorised to set off its debts to the Client against debts of companies affiliated to the Client. Affiliated companies are understood to mean: all companies belonging to the same group, within the meaning of Book 2, Section 24b of the Dutch Civil Code and a participating interest within the meaning of Book 2, Section 24c of the Dutch Civil Code.
- 8.7 In the event of cost increases that were not foreseen by the Contractor at the time of concluding the agreement and that result in an increase in the price of the Goods, Services and/or Racking, the Contractor is entitled to pass on these costs to the Client. This applies in any event to cost increases flowing from higher commodity prices, changes in currency exchange rates and higher transport costs. This provision does not affect any other powers of the Contractor relating to cost increases.

## 9. Intellectual Property

- 9.1 The agreement(s) do not serve to transfer intellectual property rights. The Contractor is

deemed to be the creator, designer or inventor of the works, models or inventions created in the context of the agreement. The Contractor therefore holds the exclusive right to apply for a patent, trademark or design registration.

- 9.2 With regard to materials provided to the Client by the Contractor, such as advice, reports, drawings, designs, sketches, software, etc., the Client acquires the non-transferable, non-sublicensable right to use these materials for its own internal use during the term of the agreement.
- 9.3 The Client guarantees that the goods and other materials it provides to the Contractor do not infringe the rights of third parties. The Client indemnifies the Contractor, and will fully compensate the Contractor for any claims made by third parties in connection with the assertion that Goods and/or other materials provided by the Client to the Contractor infringe a right of that third party.
- 9.4 The rights to the information referred to in Article 9.1 will remain the property of the Contractor, regardless of whether the Client is charged for its production. This information may not be copied, used or shown to third parties without the Contractor's prior explicit written consent. For each violation of this provision, the Client will owe the Contractor an immediately due and payable penalty of EUR 25,000. This penalty may be claimed in addition to damages payable under the law.
- 9.5 The Client must return the information provided to it, as referred to in Article 9.1, on the Contractor's first request within a period specified by the Contractor. In the event of a violation of this provision, the Client will owe the Contractor an immediately due and payable penalty of EUR 1,000 per day. This penalty may be claimed in addition to damages payable under the law.

## 10. Confidential information

- 10.1 The Parties are obliged to keep confidential any information that was provided by the other party subject to an obligation of confidentiality, or that by its nature can reasonably be assumed to be confidential. In this context, the receiving party shall take the same measures as those taken for the protection of its own confidentiality and in any case measures that can reasonably be expected.
- 10.2 The Contractor's offers and prices are of a confidential nature.

## 11. Liability

- 11.1 The Contractor's obligation to compensate any damage on any grounds whatsoever is limited to that for which the Contractor is insured under an insurance policy taken out by or on behalf of the Contractor. However, the extent of this obligation will never exceed the amount paid out under this insurance in the case concerned.

- 11.2 If, for whatever reason, the Contractor cannot invoke paragraph 1 of this article, the obligation to compensate damage will be limited to a maximum of 15% of the total contract sum (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation will be limited to a maximum of 15% (excluding VAT) of the order amount of that part or that partial delivery. In the event of continuing performance contracts, the obligation to compensate damage will be limited to a maximum of 15% (excluding VAT) of the order amount owed in the twelve months preceding the damage-causing event.
- 11.3 Consequential damage is not eligible for compensation. Consequential damage includes business interruption loss, loss of production, loss of profit, loss of data, fines, transport costs and travel and accommodation costs.
- 11.4 The Contractor is not liable for material supplied by or on behalf of the Client.
- 11.5 The Client indemnifies the Contractor against all claims by third parties on account of product liability as a result of a defect in a product supplied by the Client to a third party and that consisted (in part) of products and/or materials supplied by the Contractor. The Client is obliged to compensate all damage suffered by the Contractor in this respect, including the (full) costs of defence.

## 12. Obligation to complain

- 12.1 The Client can no longer complain about a defect in the goods or services if it fails to complain to the Contractor in writing within fourteen days after it discovered or should reasonably have discovered the defect.
- 12.2 The Client must submit any complaints about invoices to the Contractor in writing within the payment term, on pain of losing all rights. If the payment term is longer than 30 days, the Client must complain in writing no later than 30 days after the invoice date.

## 13. Force majeure

- 13.1 A failure in the performance of its obligations cannot be attributed to the Contractor if this failure is the result of force majeure.
- 13.2 Force majeure includes the circumstance that third parties employed, such as suppliers, subcontractors and transporters, or other parties on which the Contractor depends, fail to comply with their obligations, weather conditions, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, picket lines, strikes or work interruptions, import or trade restrictions and epidemics or pandemics.
- 13.3 The Contractor has the right to suspend performance of its obligations if it is temporarily prevented from performing its obligations towards the Client due to force majeure. If the force majeure situation has past, the Contractor

will comply with its obligations as soon as its schedule permits.

- 13.4 If there is a situation of force majeure and performance remains or becomes permanently impossible, or if the temporary force majeure lasts longer than six months, the Contractor is entitled to terminate the agreement, in full or in part, with immediate effect. In such cases, the Client is authorised to terminate the agreement with immediate effect, but only for that part of the obligations not yet fulfilled by Contractor.
- 13.5 The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this article.

#### 14. Termination

- 14.1 The Parties are entitled to terminate the agreement with immediate effect and by written notice if:
- the other party applies for suspension of payments;
  - the other party files for bankruptcy or is declared bankrupt;
  - the other party is liquidated or discontinued, other than for the purpose of restructuring or merging businesses;
  - the Client does not provide any or sufficient security, despite the Contractor's request to do so, for the fulfilment of its obligations arising from the agreements concluded with Contractor;
  - an attachment is placed on a substantial part of the other party's assets;
  - the Client fails to perform any obligation flowing from an agreement, order confirmation(s) and/or general terms and conditions, or fails to do so in good time, in full or correctly, after having been duly summoned to do so, or the Contractor has reasonable grounds for fearing this, or for fearing that the Contractor's title to the Goods will be infringed;
  - the control over the Client changes.
- 14.2 The dissolution of an agreement does not affect the Parties' mutual performance.
- 14.3 Upon termination of an agreement pursuant to the provisions of this Article 14 and in the event of dissolution of this agreement by the Contractor, any outstanding claims against the Client will become immediately due and payable in full. In the event of dissolution, the Contractor is at all times entitled to set off its claims against any claims of the Client.
- 14.4 Termination for a reason will not result in an obligation to undo, as referred to in Book 6, Section 271 of the Dutch Civil Code.

#### 15. Transfer

- 15.1 The Client and the Contractor may not transfer the agreement or the rights ensuing from it without the prior written consent of the other party.
- 15.2 This clause has effect under property law.

#### 16. Contact persons and escalation regulations

- 16.1 The parties will each appoint a contact person for the performance of the agreement.
- 16.2 If a party believes that a dispute exists, it will notify the other party in writing.
- 16.3 The contact persons will consult to attempt to resolve the dispute within 14 days of receiving the notification referred to in Article 16.2.
- 16.4 If the consultations referred to in Article 16.3 do not lead to a solution, the boards of management of the Client and the Contracted Party will meet within 14 days of the consultations to try to resolve the dispute.

#### 17. Use of personal data

To the extent that a party collects, receives or otherwise has access to any data relating to personal information about an identifiable person ("**Personal Data**") of the other party under the agreement, the parties will enter into a data processing agreement.

#### 18. Other

- 18.1 The applicability of the terms and conditions used by the Client is explicitly rejected.
- 18.2 If any provision of the agreement or in these General Terms and Conditions is null and void or is nullified, the other provisions will remain in full force.
- 18.3 The Dutch text of these General Terms and Conditions is the only authentic text. In the event of deviations between the Dutch text and its translation into a foreign language, the Dutch text will prevail.

#### 19. Applicable law and disputes

- 19.1 All legal relationships between the Contractor and the Client are governed exclusively by Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.
- 19.2 Disputes between the Client and the Contractor will be submitted exclusively to the competent court in the district of Midden-Nederland.

#### B. Purchase of Goods

##### 1. Applicability Part B: Purchase of Goods

The provisions in Part B: Purchase of Goods are, together with Part A: General, applicable when the Contractor sells Goods to the Client.

##### 2. Purchase and sale

- 2.1 The Contractor sells and the Client purchases the Goods according to nature and number as provided for in the agreement.
- 2.2 The Client bears the risk for selecting the Goods purchased.
- 2.3 The Client cannot and may not apply limited rights to the Goods supplied by the Contractor, unless the Goods have been purchased from the Contractor and the purchase price has been paid.

##### 3. Packaging

The Contractor will package the Goods according to its own standard criteria. If the Client requires a specific method of packaging, the associated costs will be borne by the Client.

##### 4. Declined Goods

- 4.1 After the end of the delivery period or performance period, the Client is obliged to take actual delivery of the Item or Goods that is or are the subject of the agreement at the agreed location.
- 4.2 To allow the Contractor to effect delivery, the Client will render its full assistance free of charge.
- 4.3 Any Goods declined by the Client will be stored at the expense and risk of the Client.

## 5. Warranty

- 5.1 The Contractor will issue guarantees insofar as evidenced by the agreement. By virtue of the guarantees provided by the Contractor, the Client is only entitled to free repairs or replacement of Goods that are effected by the Contractor or a dealer authorised by the Contractor.
- 5.2 Costs of replacement or repair outside the scope of the guarantee will be charged at the Contractor's usual rates.
- 5.3 If the Client wishes to make a claim under the warranty, the Client must report the defect(s) in writing no later than 14 days after it discovered them or should have discovered them.
- 5.4 If the Client wishes to claim under a warranty, it must return the parts or Goods that are the subject of the warranty claim to the Contractor.
- 5.5 Parts or materials which are to be repaired or replaced by Contractor must be sent to it by Client.
- 5.6 The Client will bear the following costs:
  - a. all transport or shipping costs;
  - b. the costs of disassembly and assembly;
  - c. travel and accommodation expenses and travel time.
- 5.7 The Contractor is only obliged to observe the warranty if the Client has fulfilled all his obligations.
- 5.8 The warranty does not cover defects resulting from:
  - normal wear and tear;
  - improper use;
  - maintenance not performed or not carried out correctly;
  - installation, assembly, modification or repair by the Client or by third parties;
  - defects to or the unsuitability of Goods originating from or prescribed by the Client;
  - defects in or the unsuitability of resources used by the Client.

The obligations under the warranty will lapse if defects are caused by incorrect, negligent or inexpert use, repair or maintenance of the Goods by the Client.
- 5.9 No warranty is given on:
  - Goods delivered that were not new at the time of delivery;
  - the inspection and repair of Goods belonging to the Client.

## C. Racking

### 1. Applicability Part C: "Racking"

If the Contractor provides warehouse solutions (Racking) for the Client, then this involves a mixed agreement in the sense of the purchase of Goods, insofar as it concerns the purchase and delivery of Racking, and contracting work, insofar as it concerns the assembly of Racking. The purchase of Goods is subject to the provisions of Part B. The provisions of this Part C apply to assembly. Insofar as design work forms a part of the Racking order, the design of the Racking is considered a Service. The provisions of Part D apply to this. All of the aforementioned parts of the General Terms and Conditions apply in addition to Part A, which applies to the Racking in full.

### 2. Delivery period/performance period

- 2.1 In determining the delivery period and/or performance period, the Contractor assumes that it can perform the order under the circumstances known to it at that time.
- 2.2 The delivery period and/or performance period will not commence until all commercial and technical details have been agreed, all necessary data, final and approved drawings and the like are in the possession of the Contractor, the agreed (instalment) payment has been received and the necessary conditions for the performance of the order have been met.
- 2.3
  - a. In the event that circumstances arise that differ to those that were known to the Contractor when it determined the delivery period and/or performance period, then it is entitled to extend the delivery period and/or performance period by the time it needs to perform the order under these new circumstances. If the work cannot be incorporated into the Contractor's schedule, it will be performed as soon as its schedule permits this.
  - b. In the event of additional work, the delivery period and/or performance period will be extended by the time the Contractor needs to supply or procure the materials and parts and perform the additional work. If the additional work cannot be incorporated into the Contractor's schedule, the work will be performed as soon as its schedule permits this.
  - c. If the Contractor suspends its obligations, the delivery and/or performance period will be extended by the duration of the suspension. If continuation of the work cannot be incorporated into the Contractor's schedule, the work will be performed as soon as its schedule permits this. Unless the Client demonstrates the contrary, the duration of the extension of the delivery or implementation period shall be deemed to be necessary and to be the result of a situation as referred to above under a to c.
- 2.4 The Client is obliged to pay all costs incurred by the Contractor as a result of a delay in the

delivery and/or performance period due to the Client's actions, as referred to in, for example, Article 2.3 of this Part C.

- 2.5 Exceeding the delivery and/or performance period shall in no event entitle the Client to damages or dissolution. The Client indemnifies the Contractor against any claim made by a third party as a result of exceeding the delivery or performance period.

### 3. Subcontracting

The Contractor is free to outsource parts of the work.

### 4. Scope of the work

- 4.1 The Client must ensure that all permits, exemptions and other decisions necessary to perform the work have been obtained in good time. The Client is obliged to send the Contractor a copy of the aforementioned documents upon the Contractor's first request.
- 4.2 Unless agreed otherwise in writing, the price of the work does not include:
- the costs of earthwork, pile driving, cutting, breaking, foundation work, brickwork, carpentry, plastering, painting, wallpapering, repair work or other construction work;
  - the costs of connecting gas, water, electricity, internet or other infrastructural facilities;
  - the costs of preventing or limiting damage to items present at or near the work;
  - the costs of disposing of materials, building materials or waste;
  - sanitary facilities.

### 5. Changes to the work

- 5.1 Changes to the work will in any case result in additional or reduced work if:
- there is a change in the design, specifications or contract documents;
  - the information provided by the Client does not correspond with reality and/or is otherwise incorrect and/or incomplete.
- 5.2 Additional work will be calculated based on the price-determining factors applicable at the time that the additional work is performed. The Client is obliged to pay the price of additional work on the Contractor's first request.

### 6. Performance of the work

- 6.1 The Client will ensure that the Contractor can perform its work without interruption and at the agreed time, and will ensure that the facilities the Contractor requires will be provided during the performance of its work, namely:
- gas, water, electricity and internet;
  - heating;
  - lockable dry storage space;
  - provisions prescribed under the Working Conditions Act and Regulations.
- 6.2 The Client will bear the risk and is liable for damage relating to the loss, theft and damage of property of the Contractor, the Client and third parties, such as tools, materials intended

for the work and the already assembled part of the Racking or equipment used for the work, which are located at or near the location where the work is performed or at another agreed location.

- 6.3 The Client is obliged to take out adequate insurance against the risks referred to in Article 6.2 of this Part C. In addition, the Client must ensure the risk of work-related damage to equipment is insured. The Client must send the Contractor a copy of the relevant insurance and proof of payment of the insurance premium on the Contractor's first request. In the event of damage, the Client is obliged to immediately report this to its insurer for further processing and settlement.
- 6.4 If the Client fails to fulfil its obligations, as described in the previous paragraphs of this article, and this delays the performance of the work, then the work will be performed as soon as the Client fulfils all its obligations and the Contractor's schedule permits this.
- 6.5 The Client bears the risk of defects and/or the unsuitability of the ground and the space where the Racking is to be installed and for which the Racking is being designed. The Client is responsible for the correct and timely provision of all relevant information to the Contractor.
- 6.6 The Client is liable for all damage suffered by the Contractor, as referred to in this article.

### 7. Completion of the work

- 7.1 The work will be considered complete in the following cases:
- if the Client approves the work;
  - if the Client puts the work to use; if the Client puts part of the work to use, then that part will be deemed complete;
  - if the Contractor notifies the Client that the work has been completed in writing and the Client does not indicate whether or not the work has been approved in writing within 14 days of this notification;
  - if the Client does not approve the work due to minor defects or missing parts that can be repaired or delivered within 30 days and that do not prevent the work from being put to use.
- 7.2 If the Client does not approve the work, it is obliged to inform the Contractor of this in writing, stating the reasons why. The Client must give the Contractor the opportunity to still complete the work.
- 7.3 The Client indemnifies the Contractor against third-party claims for damage to undelivered parts of the work caused by the use of parts of the work that have already been completed.

### 8. Warranty and other claims

- 8.1 Unless otherwise agreed in writing, the Contractor guarantees the proper performance of the assembly work for a period of six months after delivery, and for a period of one year for manufacturing and/or material defects in the

Racking. If a different warranty period is agreed, Article 8.2 below also applies.

- 8.2 If the agreed performance was deficient, the Contractor will choose whether to perform it properly or whether to credit the Client for a proportionate part of the invoice. If the Contractor chooses to perform it properly, it will determine the manner and time when it will do this itself. If the agreed performance consisted (in part) of the processing of material supplied by the Client, the Client must provide new material at its own expense and risk.

#### **9. Applicability of Title 7.12 of the Dutch Civil Code**

- 8.3 The work as referred to in this Part C will be regarded as contracting work within the meaning of Title 7.12 of the Dutch Civil Code, on the understanding that the provisions of Sections 7:752(2) and (3) 7:754, 7:755, 7:756(1), 7:759 and 7:764 of the Dutch Civil Code are excluded. In the event of any conflict between the provisions of these General Terms and Conditions and Title 7.12 of the Dutch Civil Code, the provisions of these General Terms and Conditions will prevail.

#### **D. Services**

##### **1. Applicability Part D: Provision of Services**

The stipulations contained in Part D: "Provision of Services", in combination with Part A: "General", apply if the Contractor provides services, such as design, commissioning, maintenance, repairs and related services, to the Client.

##### **2. Services**

- 2.1 The Contractor will make every effort to perform Services with care. All Services are performed based on a best-efforts obligation.
- 2.2 The Client shall always inform the Contractor of all circumstances that may affect the provision of Services.
- 2.3 The Services will be performed on working days (with the exception of public holidays) between 08.00 to 17.00. Work performed on other days and/or at different times will be agreed in writing. This may be subject to a surcharge.

##### **3. Prices and rates**

- 3.1 The performance of Services will be charged for at the rates stated in the agreement. Services will be charged for on the basis of subsequent calculation, if the agreement does not stipulate otherwise.
- 3.2 If a periodic fee has been agreed for the performance of Services, then such a fee shall be due and payable in advance.
- 3.3 A maintenance fee will be based on the Client's request or paid periodically.
- 3.4 The Contractor is entitled to adjust its prices annually.
- 3.5 The price of the work does not include travel and accommodation expenses.

#### **4. Maintenance and repairs**

- 4.1 The Contractor is only obliged to perform maintenance if this is included in the agreement.
- 4.2 The Client must ensure that the service engineer can immediately commence his work at the location. The costs incurred as a result of waiting times and/or as a result of the fact that the work cannot take place, for whatever reason, will be charged to the Client separately at the applicable rates.
- 4.3 Each Item has specific maintenance characteristics. The Contractor shall periodically check the Goods, depending on these characteristics, maintenance guidelines and deployment conditions. In this context, the Contractor must be given access to the Goods at least 1 working day per calendar year at the Contractor's request.
- 4.4 If desired, the Contractor will draw up an inspection schedule in consultation with the Client.
- 4.5 If repairs are necessary as a result of incorrect, negligent or inexperienced use of the Goods, the Contractor will be entitled to charge for the performance of this work and any replaced parts separately.
- 4.6 Adjustments due to changed government regulations shall be charged separately.

#### **5. Obligations of the Client**

- 5.1 The Client will inform the Contractor in writing of any changes to the Client's address.
- The Client must ensure that the Contractor is given access to the Goods. The Client must have a suitable and safe workplace that at least meets the most recent safety, health and environment (SHE) requirements and it must make this accessible to the Contractor. The workplace includes lighting and ventilation options and complies with the regulations concerning normal working conditions (including a normal working temperature and an oxygen level of >16.5%).