

General terms and conditions of delivery DutCH2 Group

General

The general terms and conditions of DutCH2 B.V., registered in Purmerend, referred to below as DutCH2. These general terms and conditions, referred to below as the 'general conditions', have been filed with the Netherlands Chamber of Commerce / the Court of Hoon on 3rd November 2022 under number 37123814.

1. Scope

- 1.1. These general conditions apply to and form an inseparable part of all invitations to treat and offers from DutCH2, all acceptances by DutCH2, all contracts with DutCH2 and all juridical acts (whether or not in electronic form) relating to the activities undertaken by DutCH2.
- 1.2. Any terms or stipulations departing from these general conditions apply only if DutCH2 has explicitly confirmed and accepted them in writing, and then only for the contract for which the term or stipulation in question was made and intended. These general conditions shall otherwise apply.
- 1.3. Once a customer of DutCH2, referred to below as 'the Customer', has contracted with DutCH2 under these general conditions or if the Customer is, or can reasonably be expected to be, otherwise familiar with these general conditions, these general conditions thereby apply to all subsequent contracts with DutCH2, even if when such contract is entered into there is no express reference to these general conditions or any stipulation that they shall apply.
- 1.4. Insofar as these general conditions have also been drawn up in a language other than Dutch, the Dutch text shall be decisive in the event of differences and interpretation.
- 1.5. DutCH2 explicitly rejects the applicability of any other general conditions or stipulations, including any purchasing conditions of the Customer.

2. Contracts/invitations to treat/offers

- 2.1. Invitations to treat and offers made by DutCH2 are subject to contract and do not bind DutCH2, unless an unambiguous written deadline for acceptance has been issued in the relevant offer. The applicability of Book 6 Article 219 of the Dutch Civil Code is expressly excluded.
- 2.2. There is no binding contract with the Customer until DutCH2 has either accepted in writing the Customer's order, for example through an order confirmation or confirmation by e-mail, or has begun to perform the placed order.
- 2.3. When placing an order, the Customer must provide a written specification, as complete as possible, of the goods to be delivered, or work to be performed, by, or other obligations of, DutCH2.
- 2.4. In case of a discrepancy between the order as intended by the Customer and the written confirmation by DutCH2, the Customer is bound by the written confirmation of DutCH2, unless it notifies DutCH2 in writing within 5 days after the date of the confirmation that this confirmation is not in accordance with the order and the Customer proves that this was known to DutCH2.
- 2.5. DutCH2 reserves the right to refuse orders.
- 2.6. The Customer must inform DutCH2 of all circumstances and developments, of which the Customer, having regard to the correct performance of the contract, is aware or ought to be aware. The Customer vouches for the soundness and completeness of the data provided by itself or by a third party on its instructions to DutCH2. The Customer also guarantees the good accessibility of the place where DutCH2 has to deliver the ordered goods or carry out work.

3. Delivery

- 3.1. The (delivery) times indicated by DutCH2 to the Customer concerning the goods or services to be supplied by DutCH2 are indicative only and are not intended to be a deadline or expiry date. The Customer must serve DutCH2 with notice of default stipulating a further reasonable period, according to the circumstances, for compliance with its obligations.
- 3.2. Delivery shall in principle be ex works in accordance with the Incoterms applicable at the date of the contract, unless expressly agreed otherwise.

4. Prices

- 4.1. The prices DutCH2 indicated by or agreed with the Customer are contained in the offer and are expressed in euros. The prices are net of VAT, transport costs, (fuel) surcharges and any other duties, levies or taxes, unless explicitly stated otherwise.

- 4.2. DutCH2 is not obliged to honour a contract at a price that is based on an obvious printing error or that is clearly not in accordance with the market.
- 4.3. DutCH2 is explicitly authorised to unilaterally change the price, conditions and content of a contract, without the Customer being entitled to thereby cancel the contract, if market circumstances (foreseen or unforeseen) or cost-increasing circumstances such as, but not limited to, the costs of raw materials and fuels, materials, manufacturing or transport, so justify. DutCH2 is not liable to compensate the Customer in the event of any change.
- 4.4. Deviations in the contract up to a maximum of 10% of the price or delivery time, for example, will be considered reasonable in principle, unless the Customer proves that it is not reasonable to expect it to be bound by such deviations.
- 4.5. Any additional work and additional orders will be charged separately by DutCH2. Additional work means all work that is not included in the initial, original contract.
- 4.6. If prices have not yet been fixed before or at the time of entering into the contract, the prices to be charged by DutCH2 and the prices owed by the Customer shall be the prices stated in DutCH2's price lists for that year or the prices applicable on the day of delivery.

5. Security

- 5.1. If DutCH2 has reasonable doubts about the payment capacity or the financial soundness of the Customer, DutCH2 is entitled to demand advance payment or - in order to comply with the payment obligation of the Customer - sufficient (additional) security, and only after such advance payment has been received or this (additional) security has been provided, as the case may be, to deliver or continue delivery of the order.
- 5.2. The Customer shall be responsible for any delivery delays and losses incurred as a result.
- 5.3. If the Customer fails to make prior payment or provide security within 14 days of DutCH2's request, DutCH2 shall be entitled to rescind the contract in whole or in part with immediate effect, without being obliged to pay any compensation.

6. Terms of payment

- 6.1. The payment term applied by DutCH2 is 30 days after the invoice date, to be credited to the account of DutCH2, unless otherwise agreed in writing.
- 6.2. All payments shall be made without any deduction or set-off in the manner to be determined by DutCH2. The right of the Customer to suspend or to set off is explicitly excluded.
- 6.3. DutCH2 shall be entitled to suspend its performance of any contract until such time as it has received full payment of all outstanding invoices.
- 6.4. DutCH2 reserves the right, even after partial delivery of goods and/or services, to demand financial guarantees and securities from the Customer, in accordance with article 5.
- 6.5. DutCH2 is also entitled to invoice after partial delivery.
- 6.6. The prices charged and all invoices sent are at all times immediately due and payable, without any summons or notice of default being required, in the event that the Customer is declared bankrupt, applies for or obtains a provisional moratorium, or if an application by a Customer being a natural person under the statutory debt rescheduling scheme is granted by the court, the Customer loses the power of disposition of his assets or parts thereof due to attachment, placement under receivership or otherwise, or in the event that the Customer fails to comply with any of its obligations, irrespective of whether these result from the contract in question, any other contract, or general law.
- 6.7. The Customer shall be in default by operation of law without any summons or notice of default being required, merely by the expiry of the agreed payment term.
- 6.8. If the payment term is exceeded, the Customer shall owe default interest of 1.5% per month from the date of default, whereby part of a month shall count as a whole month. At the end of each year, the amount on which interest is calculated shall be increased by the interest due for that year.
- 6.9. If the Customer fails to pay the any invoice in time, it will owe an immediately payable penalty of 15% of the invoice amount still due by the Customer, with a minimum of € 250.00.
- 6.10. Insofar as this penalty is not assignable, the Customer must in that case at least reimburse DutCH2 with the extrajudicial costs equal to the actual costs incurred in the case of extrajudicial collection by the collection agency engaged by DutCH2.
- 6.11. DutCH2 is also entitled, in the event of legal proceedings, to pass on to the Customer all actual costs incurred by its lawyer, irrespective of the flat-rate compensation system provided by law.

7. Retention of title and risk

- 7.1. DutCH2 retains title to all its property delivered to the Customer - paid and unpaid - pursuant to the (hire) purchase contracts with DutCH2 and related services.
- 7.2. If DutCH2 performs work at any time for the benefit of the Customer under these contracts, the said retention of title also applies until the Customer has also paid DutCH2 in full for such work.
- 7.3. The retention of title also applies to any claims that DutCH2 acquires at any time against the Customer arising from the Customer's failure to comply with any of its obligations to DutCH2 under the said contracts.
- 7.4. The risk of goods (and/or related services) delivered by DutCH2 to the Customer, having regard to Articles 3 and 9, is the liability of the Customer from the moment of actual handing over of the goods to the Customer or as soon as the goods leave the premises of DutCH2.

8. Complaints

- 8.1. The Customer must report complaints of any kind in writing to DutCH2, stating the reasons. A claim, regardless of what it relates to, does not give the Customer the right to suspend or set off its obligations under the contract with DutCH2.
- 8.2. The Customer must check the goods delivered or work carried out immediately upon delivery or completion. The Customer must check whether the agreed performance corresponds to the contract:
 - whether the goods delivered or work performed meet the quality requirements that may be stipulated for normal use and/or other purposes, based on a visual inspection of the goods delivered or work performed;
 - whether the goods delivered or work carried out correspond in quality (number, quantity, weight) to the contract or order confirmation;
- 8.3. The Customer must report immediately visible complaints to DutCH2 upon delivery or execution of the work, failing which the goods delivered or work carried out shall be considered correct and accepted.
- 8.4. The Customer's right to complain, also having regard to the provisions of Article 7, lapses in any case if the Customer has started to use the goods supplied by DutCH2, has processed them or has otherwise (impliedly) accepted them.
- 8.5. In the case of hidden defects, the Customer must lodge a written complaint within five working days of discovery or after the defect ought reasonably to have been discovered. If this period expires without complying with the formalities, the goods or services supplied shall be deemed correct and accepted.
- 8.6. All other complaints must be reported to DutCH2 by the Customer within the agreed payment period, failing which the right to complain lapses.

9. Force majeure

- 9.1. Force majeure arises if DutCH2 is prevented from fulfilling its obligations under the contract or the preparation thereof as a result of unworkable weather or soil conditions, inaccessible or impassable loading and unloading points, war or threat of war, civil war, riots, terrorism, acts of war, fire, water damage, flooding or navigation bans as a result of high or low water or other navigation restrictions, epidemic or pandemic, national and/or regional lockdowns, organised and unorganised strikes, sit-down strikes, lock-outs, seizure, import and export obstructions, government measures, defects in machinery, disruptions in the supply of energy, lack of materials, raw materials and supplies, defects in means of transport and transport restrictions, both in the company of DutCH2 and its suppliers and those who are charged with storage or transport and furthermore all other causes which are not the fault or risk of DutCH2.
- 9.2. In the event of force majeure, specified (delivery) times shall be extended by the period during which DutCH2 is prevented from fulfilling its obligations.
- 9.3. If delivery is delayed by more than one month due to force majeure, either DutCH2 or the Customer may rescind the contract - for the part not performed - subject to the provisions of section 4.
- 9.4. If the force majeure arises when the contract has already been partly performed, the Customer shall keep the part of the goods already delivered or not terminate the part of the contract already executed, and shall pay the purchase price owed in both cases, unless the Customer proves that the part of the goods already delivered can no longer be used effectively or can be used as a result of the failure to deliver the remaining goods. In the latter case, if due to force majeure the remaining delivery is delayed by more than one month, the Customer is entitled to rescind the

contract even for the part already performed, and to return to DutCH2 what has already been delivered, at the expense and risk of the Customer.

- 9.5. Neither DutCH2 nor the Customer shall be liable for compensation of otherwise in the event of termination of the contract due to force majeure.

10. Liability

- 10.1. DutCH2 excludes any liability towards the Customer until the Customer has fulfilled its payment obligation in full.
- 10.2. DutCH2 is not liable for any loss suffered by the Customer, including loss arising from termination of contract or tort, unless the Customer proves that the loss is the result of deliberate act or gross negligence on the part of DutCH2 or its board and other executives.
- 10.3. DutCH2 is in no case liable for consequential loss, including loss based on termination of contract or tort, of any kind.
- 10.4. If DutCH2 is liable in any situation, the amount of compensation to be paid to the Customer shall be limited to the amount covered by DutCH2's liability insurance policy plus the excess and on condition that DutCH2's insurer does pay out in the case in question.
- 10.5. If the insurer (or policy) of DutCH2 does not provide coverage and/or does not pay out, the maximum liability of DutCH2 is in all cases limited to the amount of the invoice or invoices together (not including VAT) that are related to the order in which the damage occurred, or €10,000.00, whichever is less.
- 10.6. In all cases in which DutCH2 claims under the said provision and such claim is legally justified, any employees of DutCH2 who are held liable may also claim as if this article and the provisions therein were stipulated by the employees of DutCH2 themselves.
- 10.7. The liability for third parties engaged by DutCH2 as defined in Book 6 Article 76 of the Dutch Civil Code is explicitly excluded. If a third party is used, the Customer must insure itself accordingly.
- 10.8. The Customer indemnifies DutCH2 against any potential claim from third parties that suffer loss in connection with the performance of the contract, regardless of the cause.
- 10.9. Claims for compensation must be filed by the Customer with the court that is competent according to these general conditions (Article 14) within one year from the date on which liability was filed. After this period, the right to compensation shall expire.

11. Termination or cancellation of contract

- 11.1. If a contract between DutCH2 and the Customer is of a temporary nature or has the nature of fixed-term contract, it cannot be terminated before the end of the fixed term unless the contract stipulates otherwise.
- 11.2. Contracts between DutCH2 and its Customer shall terminate by operation of law upon expiry of the term specified in the contract and/or upon completion of the obligations stipulated in the contract.
- 11.3. In the case of a contract between DutCH2 and the Customer for an indefinite term, the contract may be terminated subject to a notice period of 3 months, which notice period begins on the last working day of the month in question.
- 11.4. Notwithstanding the provisions of Article 10, DutCH2 may terminate the contract in whole or in part with immediate effect - without being liable to pay any compensation to the Customer and without prejudice to DutCH2's right to claim compensation from the Customer - if the Customer is declared bankrupt, applies for or obtains a moratorium, an application by a Customer being a natural person for a debt rescheduling arrangement is granted by the court, a Customer being a legal entity or partnership is dissolved, the Customer loses the power to dispose of its assets or parts thereof due to an attachment of essential assets that lasts longer than 3 months, due to receivership or otherwise, the Customer permanently discontinues its business, or the Customer is in breach of any of its obligations, regardless of whether these result from a purchase contract or any other type of contract or under general law.
- 11.5. In the cases as referred to in the preceding section, all amounts due by the Customer to DutCH2, including compensation, shall be immediately due and payable in full.
- 11.6. DutCH2 may also terminate the contract with the Customer with immediate effect if there is a change of control (de facto, formal or financial) in the Customer's business or the Customer fails to provide additional security in accordance with Article 5.

12. Joint and several liability, prohibition of assignment, and pledging of rights and/or obligations

- 12.1. If the Customer consists of more than one (legal) person at any time of executing one or more contracts with DutCH2, each of these (legal) persons are jointly and severally liable towards DutCH2 for the obligations arising from the contract.
- 12.2. The Customer may not assign its rights or obligations under any contract with DutCH2 to a third party without the prior written consent of DutCH2. The Customer is explicitly prohibited from pledging any claim against DutCH2, under whatever head, to a third party, unless DutCH2 has given its written consent. If DutCH2 grants consent, such consent may be conditional.
- 12.3. This prohibition on transferring or pledging rights and/or obligations also has property-law implications.

13. Applicable law and competent court.

- 13.1. All legal relations between DutCH2 and the Customer are exclusively governed by Dutch law.
- 13.2. All disputes that arise at any time between the parties as a result of the relationships governed by these general conditions shall without exception, to the extent that they exceed the jurisdiction of the subdistrict court, be subject to the judgment of the district court Noord-Holland, location Haarlem, with the proviso that DutCH2 is at all times entitled to bring the dispute before the competent court in the jurisdiction where the Customer is located.

14. Other provisions

- 14.1. If any provision of these general conditions should be void or voidable, the remaining provisions shall nevertheless remain in force.
- 14.2. In addition, DutCH2 hereby stipulates that such a non-binding provision will be redrafted into a provision that is binding and that has as far as possible the same scope and effect as the text of the non-binding provision.