

## Attachment 1.

### I. General provisions

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In these general terms and conditions, words beginning with a capital letter have the following meanings:

General Terms and Conditions: these general terms and conditions for the supply of Products, Services and for the realisation of Work.

Bredenoord: the private limited company Bredenoord B.V., with its registered office in Apeldoorn and registered in the Trade Register of the Chamber of Commerce under number 08053082, and the companies affiliated with it in a group as referred to in Article 2:24b of the Dutch Civil Code, on the understanding that only the company with which the Agreement is concluded enters into obligations to the Client.

Service Agreement: an agreement under which Bredenoord carries out maintenance work for the Client on one or more items specified in the agreement.

Services: the Services to be provided and the work of an intangible nature to be carried out by or on behalf of Bredenoord that are further described in the Quotation or Agreement.

Place of Use: the place specified in the Agreement where the Products are to be delivered and/or the Work is to be carried out.

Data: texts, images and drawings, models, descriptions, sketches, catalogues, constructions, designs, calculations, hardware and software, data, files, advice, analyses, reports, commissioning and other instructions, manuals, technical and other information and suchlike, all in the broadest sense.

Office Hours: Monday to Friday from [...] hours to [...] hours, not being a legally recognised public holiday.

Quotation: a non-binding written offer by Bredenoord to the Client/potential Client.

Client: the legal or natural person who instructs Bredenoord to deliver Products and/or carry out Work or who receives a Quotation from Bredenoord for that purpose, or who otherwise acts as Bredenoord's counterparty.

Completion: the time at which Bredenoord has confirmed to the Client that the Work has been completed.

Agreement: the agreement concluded between Bredenoord and the Client to which these General Terms and Conditions, as well as any additional terms and conditions, are declared applicable, including a Bredenoord Service Agreement.

Parties: Bredenoord and the Client.

Products: all Products Bredenoord delivers to the Client, which are further described in the Quotation or Agreement.

Work: the assembly, commissioning and/or maintenance work to be carried out by or on behalf of Bredenoord, which is further described in the Quotation or the Agreement.

- 1.2 Unless otherwise provided in these General Terms and Conditions or in the Quotation or Agreement, 'in writing' or 'written' also includes electronic data communication, such as messaging by email, and words indicated in the singular also include the plural and vice versa.

#### 2. APPLICABILITY

- 2.1 These General Terms and Conditions apply to every Quotation issued by Bredenoord and to all Agreements, however they are called, concluded between the Parties, as well as all legal acts relating to the conclusion thereof, unless expressly agreed otherwise in writing.
- 2.2 Any derogating terms and conditions only apply if Bredenoord has explicitly accepted them in writing, and they only apply to the relevant Agreement(s).
- 2.3 Any changes and supplements to any provision in the Agreement are only valid if they have been recorded in writing and signed by both Parties.
- 2.4 The Agreement sets out the entire contents of the Parties' rights and obligations and replaces any and all previous written and oral arrangements, declarations and/or statements made by the Parties.
- 2.5 The applicability of the Client's purchasing terms and conditions and/or other terms and conditions is not accepted by Bredenoord and is expressly rejected.

#### 3. QUOTATION, DRAWINGS, CALCULATIONS, DESIGNS

- 3.1 Bredenoord's offer, as contained in the Quotation, is entirely without obligation, unless the Quotation itself expressly and unambiguously states otherwise.
- 3.2 If the Client provides data, drawings and suchlike, Bredenoord may assume their accuracy and completeness and will base its Quotation upon them.
- 3.3 The Client may not derive any rights from advice and information it obtains from Bredenoord if they do not directly relate to the Agreement.

#### 4. CONCLUSION OF THE AGREEMENT

- 4.1 An Agreement is only concluded by means of the Client's written acceptance of the offer as referred to in Article 3 of these General Terms and Conditions, or by Bredenoord's confirmation of instructions issued by the Client or by the actual performance by Bredenoord of the instructions in question or by the delivery of Products and/or the carrying out of Work and/or the provision of the Service.
- 4.2 In the case of Work for which, due to its nature and scope, no Quotation or Agreement is sent, the invoice also serves as proof of the conclusion of the Agreement.
- 4.3 Each Agreement is concluded on condition that the Client is and remains sufficiently creditworthy. Bredenoord is entitled to ask for information from the Client to assess its creditworthiness. Bredenoord is entitled to suspend performance of the Agreement until such request has been satisfactorily fulfilled.

#### 5. PRICES

- 5.1 All prices quoted are in euros and are exclusive of turnover tax (VAT) and all other levies, duties or charges owed for the performance of the Agreement. Prices are also, for instance, exclusive of costs of packaging, transportation, Completion, disassembly and maintenance, unless the Agreement explicitly provides otherwise In Writing.
- 5.2 If performance of the Agreement by Bredenoord is postponed or otherwise delayed at the Client's request or due to the absence of Data and/or instructions and/or due to another cause attributable to the Client, Bredenoord will be entitled to increase the price as compensation for the additional costs incurred as a result.
- 5.3 Changes to the applicable VAT rate will always be passed on to the Client.
- 5.4 Bredenoord may always charge the Client the costs plus VAT for the transportation, shipping, packaging and insurance of Products to another EU Member State.
- 5.5 The Client indemnifies Bredenoord against the taxes, import duties and levies of the Dutch Tax and Customs Administration, as well as against any costs associated in any way with this additional tax assessment, including interest on overdue tax, fines and costs of prosecution, on invoices relating to the delivery of Products and/or Services and/or Work, costs for transportation, shipping, packaging and insurance of that item, where no VAT has been charged to the Client, including costs on account of legal assistance and/or legal tax assistance engaged by Bredenoord.

#### 6. PAYMENT

- 6.1 Payment of Bredenoord's invoices is to take place on the due date stated in the Agreement and/or invoice, without any deduction or set-off by the Client. The Client is not entitled to suspend or set off its obligations.
- 6.2 Payment of Bredenoord's invoices must be made by the Client itself. The foregoing will only be different if Bredenoord has granted the Client permission, in advance, for a third party to pay on the Client's behalf. The Client is then obliged to provide Bredenoord with further information on the identity of the third party that is going to pay and the reason why the Client will not itself be making the payment.
- 6.3 If the Client does not fulfil its obligations to Bredenoord within the agreed payment period, the Client will be in default by operation of law without any notice of default being required. From the time at which the Client is in default up to the date of full payment, the Client will owe default interest of 1% per month or part thereof on the amount due, without prejudice to Bredenoord's right to performance, termination or compensation and without prejudice to Bredenoord's right to apply the statutory commercial interest rate pursuant to Article 6:119a of the Dutch Civil Code instead of the contractual default interest.
- 6.4 All costs incurred in the collection of amounts invoiced by Bredenoord (including extrajudicial collection costs) are to be borne by the Client. The extrajudicial collection costs amount to 15% of the principal sum, being a minimum of €250.00 excluding VAT.
- 6.5 Upon or after the conclusion of the Agreement, the Client is each time obliged, at Bredenoord's request to that effect, to make advance payments in the amounts indicated by Bredenoord and/or to provide security for the fulfilment of its obligations. Bredenoord is not bound to pay interest on advance payments or on any security provided by the Client. Bredenoord will only exercise this authority if it has valid reasons for doing so.
- 6.6 Invoices are deemed to have been accepted by the Client if Bredenoord has not received a written objection to them within eight days of the invoice date. A dispute about the accuracy of or an objection to the invoice does not result in the suspension of the Client's payment obligation.
- 6.7 Bredenoord is always entitled to set off claims - whether or not they are due and payable - of one or more of the group companies belonging to Bredenoord's group, on behalf of such group company or companies, against claims that the Client has against Bredenoord under the Agreement. Insofar as any consent on the Client's part is required for this, such consent is deemed to have been granted to Bredenoord unconditionally and irrevocably.



## 7. DELIVERY PERIOD/PERFORMANCE PERIOD

- 7.1** An agreed delivery period and/or performance period is not a strict deadline, unless expressly agreed otherwise. In the event of untimely delivery or Completion, the Client will send Bredenoord a written notice of default.
- 7.2** When determining the delivery and/or performance period, Bredenoord assumes that it can perform the Agreement under the circumstances known to it at that time.
- 7.3** The delivery period and/or the performance period does not commence until all commercial and technical details have been agreed and all Data required for performance are in Bredenoord's possession in writing. If an advance payment (whether or not partial) has been stipulated, the delivery period and/or performance period does not commence until the advance payment has been received by Bredenoord.
- 7.4** The delivery period and/or performance period will be extended by such period as Bredenoord deems necessary in the following cases:
- if circumstances arise other than those known to Bredenoord when it determined the delivery period and/or the performance period;
  - if additional work is required;
  - if, due to acts or omissions by the Client, Bredenoord needs to invoke suspension;
  - In a force majeure situation or unworkable circumstances.
- 7.5** Exceeding the agreed delivery period and/or performance period under no circumstances entitles the Client to compensation. Nor may the Client claim the use of replacement goods from Bredenoord free of charge if the Product to be delivered does not meet the Client's expectations and/or if the Parties did agree a strict delivery period.

## 8. DELIVERY

- 8.1** Unless otherwise agreed in writing, Bredenoord's office in Apeldoorn applies as the place of delivery. The Client must itself arrange the transportation of the Product (including insurance). The Client indemnifies Bredenoord against possible third-party claims in this respect.
- 8.2** If Bredenoord has agreed to delivery at the Place of Use, Bredenoord will not be obliged to transport the Product beyond the point at which its vehicle can reach a proper unloading site over reasonably accessible terrain. The Client is obliged to take delivery of the Product there. The Client will ensure that there is adequate space available for delivery.
- 8.3** The Products are at the Client's risk from the moment of delivery, or from the moment that taking delivery is not, at Bredenoord's discretion, possible, if they are refused or deemed to be refused. Bredenoord is entitled to make partial deliveries of the Products.
- 8.4** The Client is obliged to cooperate with the delivery on the agreed date by, among other things, taking delivery of the Product. The delivery will be deemed to have been refused if the Products have been offered for delivery, but delivery has proved impossible for any reason whatsoever. The day on which taking delivery is refused is to be considered as the day of delivery.
- 8.5** The Client indemnifies Bredenoord against all damage, loss and costs resulting from non-, late or incomplete delivery, Completion or performance of the Agreement in connection with circumstances that are at the Client's risk.

## 9. TEST

- 9.1** A test provided for in the Agreement that is to take place prior to delivery of a Product will be carried out at Bredenoord. Bredenoord will provide the Client with a written report on the outcome of the test. The Client may, at its request, be present at the test to be carried out by Bredenoord.
- 9.2** If the Parties have agreed in the Agreement that upon Completion of a Work a test will take place as further described in the Agreement, the Client is obliged to give Bredenoord the opportunity to carry out the test after the Work is operationally ready, as well as to make such improvements and changes to the Work as Bredenoord deems necessary. If, as a result of the test, the Client's business operations are disrupted, Bredenoord will not be liable for any resulting damage, loss and costs. Unless otherwise agreed in writing, the test on the Work will take place during Office Hours at the Place of Use. Bredenoord will provide the Client with a written report on the outcome of the test. The Client may, at its request, be present at the test to be carried out by Bredenoord.
- 9.3** The costs associated with a test are borne by the Client. The same applies to the damage and loss suffered and costs incurred by Bredenoord if it cannot or cannot fully carry out the test at the agreed time due to the Client's actions.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1** Any Data provided to the Client by or on behalf of Bredenoord:
- remain Bredenoord's property, regardless of whether costs have been charged to the Client for their production;
  - may only be used by the Client for the purpose for which they were provided; and
  - may not be reproduced, used or shown to third parties without Bredenoord's prior written consent.
- 10.2** The Client owes Bredenoord an immediately due and payable penalty of €50,000.00 per breach of the provisions of paragraph 1, without prejudice to Bredenoord's right to claim full compensation and performance of this article.
- 10.3** If the Parties agree in writing that an intellectual property right to Products and/or Services developed specifically for the Client and/or Work that is carried out will be transferred to the Client, this will not affect Bredenoord's right or ability to use and/or exploit, without limitation, the components, general principles, ideas, designs, documentation, works, protocols, standards and suchlike underlying that development for other purposes, either for itself or for third parties. Nor does the transfer of an intellectual property right affect Bredenoord's right to make developments for itself or a third party that are similar to or derived from those made or to be made for the Client.
- 10.4** The Client guarantees that no third-party rights oppose Data being made available to Bredenoord for the purpose of use, processing, commissioning, assembly or maintenance by Bredenoord. The Client indemnifies Bredenoord against any claim by a third party based on the allegation that such making available, use, processing, installation, assembly or maintenance infringes any right of that third party.

## 11. PERMITS AND FACILITIES

- 11.1** The Client is responsible for and must at its expense ensure that:
- it has the necessary permit(s), dispensation(s) and approval(s) in place prior to the delivery of the Product and/or Service and before commencement of the agreed Work;
  - the Place of Use complies with all laws and regulations and all necessary safety and other precautions have been taken;
  - access roads to the Place of Use are easily accessible;
  - the Place of Use is suitable for the delivery of the agreed Products and/or Services and/or for carrying out the agreed Work;
  - utilities (gas, water and electricity) and horizontal and vertical transport at the Place of Use are available on time and free of charge;
  - all Bredenoord's instructions necessary for the fulfilment of its obligations are followed.
- 11.2** The Client indemnifies Bredenoord against all damage, loss and costs, including lost profits, resulting from a failure to comply with the provisions of this article.

## 12. COMPLAINTS

- 12.1** The Client must report in writing to Bredenoord any complaints it has about obligations performed by Bredenoord, on pain of a forfeiture of rights, as soon as possible after it has discovered or should reasonably have discovered the defect, but at the latest within ten (10) working days after completion of the obligations in question. The report should contain as detailed a description of the defect(s) as possible, to enable Bredenoord to respond adequately. Complaints about invoices must also be submitted in writing and within five (5) working days of the date of dispatch of the invoices. After this period has expired, the content of the invoices serves as exclusive evidence of the (value and proper implementation of the) performance delivered thereunder, subject to proof to the contrary.
- 12.2** Complaints are then only possible if there is no force majeure situation within the meaning of these General Terms and Conditions on Bredenoord's part.
- 12.3** Any payment made by Bredenoord as a result of a complaint by the Client will be made with the deduction of due and payable claims Bredenoord has against the Client.
- 12.4** The Client's claims expire two (2) years after it notifies Bredenoord of the complaint in accordance with this article.

## 13. TERMINATION

- 13.1** An Agreement ends once the agreed period has expired or when the performance has been completed.
- 13.2** If the Agreement is a continuing performance contract, it may be terminated by Bredenoord at any time subject to three (3) months' notice. Notice of termination must be given with effect from the end of a calendar month.
- 13.3** Without prejudice to any statutory termination options and other rights, Bredenoord in any case has the right to have the Agreement concluded with the Client terminated or dissolved with immediate effect by giving notice, without being liable for compensation and without Bredenoord being obliged to send any notice of default, if:
- the Client is declared bankrupt, files for its own bankruptcy, or a third party files for its bankruptcy;
  - the Client applies for a (provisional) suspension of payments, this is granted or the Client is liquidated;
  - all or some of the Client's assets are attached;
  - control over the Client becomes vested in a party other than the one with whom the Agreement was concluded;
  - the Client de facto ceases its business or de facto terminates and/or has terminated its entrepreneurial activities;
  - the Client cannot fulfil its obligations to Bredenoord as a result of force majeure and that force majeure situation lasts for at least twenty (20) calendar days;
  - the Client imputably fails to fulfil its obligations under the Agreement or if Bredenoord has good reason to fear that the Client will fail to fulfil its obligations under the Agreement.
- 13.4** The Parties hereby expressly exclude the applicability of Article 6:271 of the Dutch Civil Code.

## 14. INDEMNIFICATION

- 14.1** The Client indemnifies Bredenoord, its personnel and any third parties engaged by Bredenoord in the context of performing its obligations under the Agreement against all claims of other third parties for compensation of any (alleged) damage or loss suffered by the latter, caused by or otherwise related to performances delivered by Bredenoord under the Agreement, unless, had this damage or loss been suffered by the Client, Bredenoord would have been liable for it pursuant to these General Terms and Conditions, and then only for the excess above the amount to which Bredenoord's liability would then have been limited.

## 15. LIABILITY AND LAPSE

- 15.1** Bredenoord's obligation to pay compensation on any (legal) basis whatsoever is limited to that damage or loss against which Bredenoord is insured under an insurance policy taken out by it or on its behalf, but never exceeds the amount paid out by this insurance policy in the case in question.
- 15.2** If, for any reason whatsoever, Bredenoord may not invoke the limitation of paragraph 1 of this article, the obligation to pay compensation is limited to a maximum of 10% of the total contract price (excluding VAT). If the Agreement consists of components or partial deliveries, the obligation to pay compensation is limited to a maximum of 10% (excluding VAT) of the orders for that component or partial delivery.
- 15.3** Bredenoord is in no case liable for indirect damage or loss (including, but not limited to, loss of profit, loss of goodwill, loss of relations resulting among other things from any delay, loss of Data, missed savings, loss due to business stagnation, damage to property in the care, custody or control of, but not owned by the Client - including, among other things, damage caused by or during the performance of the contracted Work to objects on which work is being carried out or to objects located in the vicinity of the place where work is being carried out -, damage caused by intent or the deliberate recklessness of agents, etc.), however this is called and by whomsoever suffered.
- 15.4** The limitations of liability contained in this article are effective for both Bredenoord (itself) and its employees, directors (both individually and jointly), as well as for all other parties affiliated with Bredenoord and their employees (whether or not engaged for the work). Only Bredenoord is liable for damage or loss the Client suffers in connection with the work, Products and/or the instructions, even if such work was carried out by its employees (both individually and jointly), other parties affiliated with Bredenoord and their employees (whether or not engaged for the work).
- 15.5** Bredenoord is at all times entitled to undo the damage or loss suffered by the Client in a manner that is appropriate to, and consistent with, the content of the instructions and the nature of the work. The Client is obliged to take measures to mitigate the damage or loss. Parties other than the Client may not derive any rights from the Agreement and its (non-)performance.

- 15.6** Claims the Client has against Bredenoord for the compensation of damage or loss suffered by the Client must be reported to Bredenoord immediately after discovery and will lapse (i) one year after the delivery of the Product, (ii) the Completion of the Work and, in any event, one year after the Client was or became aware, or else could have been aware, of the damage or loss. All other claims the Client has against Bredenoord lapse within one (1) year after delivery of the Product or Completion of the Work.

## 16. FORCE MAJEURE

- 16.1** If Bredenoord is unable to fulfil its obligations under the Agreement, in whole or in part, due to force majeure, Bredenoord will not be liable for any damage or loss the Client suffers and the fulfilment of Bredenoord's obligations will be suspended until Bredenoord is again able to resume the work in the agreed manner.
- 16.2** If the force majeure situation lasts for more than two months, Bredenoord will be entitled, without any obligation to pay compensation, to terminate the Agreement in whole or in part by a notice to that effect without judicial intervention.
- 16.3** Force majeure means all circumstances causing Bredenoord to be temporarily or permanently unable to fulfil its obligations, such as - but not limited to - fire, extreme weather conditions, strikes or lockouts, riots, war, government measures such as import or export restrictions, the continuing default of suppliers, transport problems, natural disasters, pandemics and resulting government measures, disruptions in Bredenoord's company, the Client's company or in the company of suppliers that cannot be influenced, theft or embezzlement from Bredenoord's warehouses or workplaces and furthermore all circumstances in which Bredenoord cannot reasonably be required to (continue to) fulfil its obligations to the Client. Force majeure on the part of Bredenoord's suppliers and Client is also considered to be force majeure on Bredenoord's part.
- 16.4** If, upon the occurrence of the force majeure situation, Bredenoord has already partially fulfilled its obligations or can only partially fulfil its obligations, it will be entitled to invoice that part which it has already performed/delivered or can still perform/deliver, and the Client will be required to pay such invoice as if it was a separate Agreement.

## 17. MISCELLANEOUS

- 17.1** Bredenoord is entitled to engage third parties to perform the Agreement.
- 17.2** If several natural persons / legal entities have committed themselves as Client, they will always be jointly and severally liable to Bredenoord for all obligations arising under the Agreement.
- 17.3** The Client is not permitted to use Bredenoord's intellectual property rights and/or Data in or for any form of documentation and/or for promotional purpose(s) for the Client and/or third parties without Bredenoord's written consent.
- 17.4** Both during the Agreement and after its termination, the Parties mutually undertake to maintain absolute confidentiality in respect of all essential business information known to or that will become known to them concerning the other Party.
- 17.5** In the event of any conflict between the provisions of the Agreement and these General Terms and Conditions, the provisions of the Agreement apply and the remaining provisions of the General Terms and Conditions will remain fully effective.

## 18. PRIVACY

- 18.1** Any personal data that the Client discloses to Bredenoord will be used for the conclusion and performance of the Agreement, any collection of payments owed, fraud prevention and compliance with statutory obligations.
- 18.2** In performing the Agreement, the Parties will comply with the obligations that apply to them under the GDPR. Bredenoord's handling of personal data is set out in its privacy statement. This statement can be found on the website <https://www.bredenoord.com/nl/privacyverklaring/>
- 18.3** The Parties guarantee that any personal data they share with other parties for the purpose of performing the Agreement are accurate, not excessive and not unlawful and do not infringe the rights of any third parties.
- 18.4** If Bredenoord considers this important for the performance of the Agreement, the Client will, upon request, immediately inform Bredenoord in writing about how the Client performs its obligations under the GDPR.
- 18.5** The Product may be equipped with Comap, geolocation systems and/or trackers for the purpose of theft and fraud prevention, among other things. Collected location data are not accessible to third parties, but may be used by Bredenoord as evidence in cases of theft, embezzlement and fraud.



## 19. APPLICABLE LAW

- 19.1** All disputes that arise as a result of or that ensue from Quotations and/or Agreements concluded with Bredenoord will, at Bredenoord's discretion, be adjudicated by the competent court in the district of Bredenoord's registered office, without prejudice to Bredenoord's right to submit a dispute to the competent court within the district in which the Client has its registered office.
- 19.2** Dutch law always applies to the Agreements and/or Quotations. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

## 20. FINAL PROVISIONS

- 20.1** Bredenoord is entitled to amend these General Terms and Conditions. The Client is deemed to have accepted the relevant amendments if Bredenoord has not received a written objection to them within fourteen days after it has given written notice of the relevant amendments.
- 20.2** The Client is not entitled to transfer, encumber or otherwise dispose of its rights under the Agreement, either wholly or in part, except with Bredenoord's written consent. To the extent that the Client would like to transfer a Product and/or Work to a third party, the Client has a far-reaching best efforts obligation to induce the third party to take the place of the Client and assume the rights and obligations under the Agreement.
- 20.3** Bredenoord is entitled to pledge or assign its rights under the Agreement to a third party.
- 20.4** If and to the extent that one or more provisions of the Agreement are or become non-binding, the remaining provisions of the Agreement will remain fully effective. In that case, at the request of one of the Parties, the Parties will enter into consultations with the intention of agreeing a new provision that is consistent with the intentions the Parties had at the time the Agreement was signed. In the case of disagreements on the interpretation of the General Terms and Conditions, the Dutch text is always binding.

## II. Specific provisions for the purchase of Products

### 21. GENERAL

- 21.1** These provisions apply in addition to the provisions described in Part I of these General Terms and Conditions and apply to the Client's purchase of Products from Bredenoord.
- 21.2** If and to the extent that there is a conflict between the provisions in Part I and these specific provisions, these specific provisions take precedence. If there is a conflict between the provisions in the Agreement and these specific provisions, the provisions in the Agreement take precedence.
- 21.3** The Parties exclude the operation of Title 1 of Book 7 of the Dutch Civil Code.

### 22. RETENTION OF TITLE

- 22.1** All Products that have been delivered by Bredenoord remain Bredenoord's property until the Client has paid all the amounts it owes Bredenoord in full, including any claims due to a failure to perform the Agreement (e.g. interest, compensation, costs and penalties), as referred to in Article 3:92 of the Dutch Civil Code.
- 22.2** Products delivered by Bredenoord that are subject to a retention of title pursuant to paragraph 1 may not be sold, transferred, encumbered with any restricted right, hired out, transported or repositioned by the Client.
- 22.3** If the Client fails to fulfil its obligations to Bredenoord, or if there is a well-founded fear that it will fail to do so, Bredenoord will be entitled to remove delivered Products to which the retention of title referred to in paragraph 1 applies or have them removed from the Client or from third parties holding the item for the Client. The Client is obliged to lend all its cooperation to this end on pain of a penalty of 10% of the agreed purchase price plus € 1,000.00 per day or part of a day that the Client fails to lend its cooperation to Bredenoord (or the third party or parties engaged by Bredenoord) and without prejudice to Bredenoord's right to claim additional compensation.
- 22.4** If Bredenoord has taken back Products in accordance with the preceding paragraph, the Client will receive a credit for the value of the Products taken back - which value is to be determined by Bredenoord - at the time when the Products are taken back, to be reduced by the costs associated with taking back the Products. The credit note may be set off against claims Bredenoord has against the Client, even if they are not yet due and payable.
- 22.5** If third parties want to establish or assert any right to the Products delivered under a retention of title, the Client is obliged to inform Bredenoord of this as soon as possible.
- 22.6** The Client is obliged at Bredenoord's first request to:
- insure and keep insured the Products delivered under retention of title against fire and water damage and against theft and to make this insurance policy available to Bredenoord for inspection;
  - pledge all claims against insurers with respect to Products delivered under retention of title to Bredenoord in the manner prescribed by law (Article 3:239 of the Dutch Civil Code);
  - mark the Products delivered under retention of title as the property of Bredenoord and keep them so marked;
  - otherwise lend its cooperation to all reasonable measures that Bredenoord wants to take to protect its property right with respect to the Products it has delivered and which do not unreasonably hinder the Client's conduct of its business.

### 23. WARRANTY

- 23.1** Bredenoord guarantees, depending on the type of Product, the following with respect to the Products delivered by it:
- "As-is" Products  
Purchase as seen, Product works and has been load tested at extra cost. No warranty on components and labour (which includes travel and accommodation expenses).
  - Used Products  
The Product meets the specifications stated by Bredenoord.  
Warranty on components: 3 months or 200 hours of operation after delivery, whichever occurs first. No warranty on labour (which includes travel and accommodation expenses).
  - Refurbished/remanufactured Products  
The Product meets the specifications stated by Bredenoord.  
Warranty on components: 6 months or 250 hours of operation after delivery, whichever occurs first. No warranty on labour (which includes travel and accommodation expenses).
  - New Products (excluding labour and travel and accommodation expenses)  
The Product meets the specifications stated by Bredenoord.



Warranty on components: 12 months or 1,000 hours of operation after delivery, whichever occurs first. No warranty on labour (which includes travel and accommodation expenses).

5. New Products (including labour and travel and accommodation expenses)  
The Product meets the specifications stated by Bredenoord. Warranty on components and labour (including travel and accommodation expenses, if the warranty work is to be carried out in the Netherlands (excluding the Wadden Islands)), only at additional cost: 12 months or 1,000 hours of operation after Completion, whichever occurs first.

- 23.2 Bredenoord may - after consultation with the Client - credit a proportionate part of the invoice instead of repairing or replacing. If Bredenoord chooses to repair/replace the Product, it will itself determine the manner and time of performance.
- 23.3 The Client may only invoke the warranty after it has fulfilled all its obligations to Bredenoord.
- 23.4 No warranty applies if defects are the result of:
- normal wear and tear or ageing;
  - uninformed/improper use;
  - use contrary to the current operating instructions for the Product;
  - maintenance that is not carried out or not carried out on time or not carried out properly by the Client or by a third party;
  - commissioning, assembly, modification or repair that was not carried out by the Client or a third party in accordance with instructions, manuals and guidelines of the manufacturer and/or Bredenoord.
- 23.5 For the Client to successfully rely on the warranty contained in this article, it must demonstrate (i) which warranty it has agreed with Bredenoord and (ii) it must properly substantiate the defect that has been found.
- 23.6 If the Client puts special demands on the Product and/or wants to use the Product in a way that is not consistent with the purpose for which it is intended, the Client should expressly mention this at the time of the request for the Quotation or at the latest before it concludes the Agreement, on pain of forfeiting any claim against Bredenoord.

#### 24. USE

- 24.1 As long as the Products are subject to Bredenoord's retention of title, the following rules regarding maintenance and use of the Products apply.
- 24.2 The Client will use the Products carefully in accordance with their intended purpose and maintenance requirements and will keep the Products in good condition and a good state of repair at its own expense, subject to normal wear and tear and ageing. All costs for the maintenance of the Products are to be borne by the Client.
- 24.3 The Client will not make or allow any change in and/or to the Products and will not affix any materials to and/or on the Products without Bredenoord's prior written consent.
- 24.4 Alterations and/or repairs to Products may only be carried out by Bredenoord, unless the Client has been granted written permission to carry out that work itself or have it carried out by a third party.

#### 25. RISK

- 25.1 The risk in the Products to be delivered by Bredenoord is to be borne by the Client from the time of delivery referred to in Article 8.

### III. Specific provisions for the provision of Services

#### 26. GENERAL

- 26.1 These provisions apply in addition to the provisions described in Part I of these General Terms and Conditions and apply to Bredenoord's provision of Services to the Client.

- 26.2 If and to the extent that there is a conflict between the provisions in Part I and these specific provisions, these specific provisions take precedence. If there is a conflict between the provisions in the Agreement and these specific provisions, the provisions in the Agreement take precedence.

#### 27. BEST EFFORTS OBLIGATION

- 27.1 All Services to be provided by Bredenoord are subject to a best efforts obligation. The result of the Services depends, among other things, on the accuracy and completeness of the Data provided by the Client. Bredenoord may rely on the accuracy and completeness of all Data provided or to be provided by or on behalf of the Client and is not obliged to check or verify the accuracy, completeness and/or the lawfulness of the provision of such Data by the Client.
- 27.2 Advice does not extend beyond the recommendation of an employee associated with Bredenoord based on the current knowledge and experience the employee in question has gained with the range of equipment, materials and software available at Bredenoord. For the provision of advice, Bredenoord generally has employees and contractors who have experience with the materials that Bredenoord may use and insight into the consumption and emission figures of such materials. Bredenoord's obligations in the context of advice do not extend to an analysis or comparison of data with equipment, materials, knowledge and data other than those available to the relevant Bredenoord employee, and Bredenoord does not provide any warranty in this regard, however it may be called.
- 27.3 A Service in the form of advice is exclusively intended for the Client and may not be provided to third parties, unless and then to the extent that Bredenoord has given its written consent to this. If Bredenoord does grant such consent, it does so on the following conditions:
- Bredenoord does not thereby assume a duty of care to such third party or parties;
  - such third party/parties will declare in advance in writing that they will not hold Bredenoord liable, acknowledge that Bredenoord alone is entitled to the copyright and other intellectual property rights to the advice and other documentation originating from Bredenoord, and will keep the advice and other documentation originating from Bredenoord confidential and will not disseminate it further.
- 27.4 A Quotation for the provision of Services includes an hourly rate for the relevant Bredenoord employee(s) or a fixed rate for the Services or parts thereof. In the event of a fixed rate, the Client will owe the hourly rate customary at Bredenoord for the efforts made in the event of a premature termination of the Services, regardless of the cause or reason for such termination or the (intermediate) result of the Services.
- 27.5 Any decisions made by or on behalf of the Client are always at the Client's expense and risk. Bredenoord's liability on account of shortcomings in the performance of a Service is at all times limited to direct damage or loss the Client suffers up to at most the amount that has been charged to and paid by the Client for the Service in question, unless the damage or loss the Client suffers was caused by Bredenoord's intent or an equivalent degree of gross negligence (deliberate recklessness).
- 27.6 Upon Bredenoord's first written request, the Client will indemnify Bredenoord in and out of court against and will compensate Bredenoord for all claims, damage, loss and costs of (a) third party (parties), including group companies of the Client, which directly or indirectly ensue from or are related to damage or loss such third party (parties) suffer(s) as a result of the Services.

## IV. Specific provisions for the realisation of a Work (whether or not based on a Bredenoord Service Agreement)

### 28. GENERAL

- 28.1** These provisions apply in addition to the provisions described in the "General" section and apply to any Agreement under which the Parties have agreed that work on a Product will be carried out by Bredenoord. These provisions additionally apply to any Agreement under which the Parties have agreed that maintenance work with respect to a Product or a commissioning for the Client or a third party will be carried out by Bredenoord.
- 28.2** If and to the extent that there is a conflict between the provisions in the General section and these specific provisions, these specific assembly, commissioning and maintenance provisions take precedence. If there is a conflict between the provisions in the Agreement and these specific provisions, the provisions in the Agreement take precedence.

### 29. CHANGES TO THE WORK

- 29.1** Changes to the Work will in any case result in additional or less work if:
- there is a change to the design, specifications, or terms of reference;
  - the Data provided by the Client are incorrect and/or incomplete as a result of which the Work needs to be changed.
- 29.2** Changes to the Work will in any case result in additional work if statutory regulations or government decisions which impose higher requirements on the Work than those provided for in the Agreement result in changes to the Work which are necessary to meet those requirements.
- 29.3** Additional work is calculated on the basis of the value of the price-determining factors applicable at the time the additional work is carried out. Less work is settled on the basis of the value of the price-determining factors applicable at the time the Agreement was concluded.

### 30. COMPLETION AND MAINTENANCE PERIOD

- 30.1** The Work is considered to have been completed when:
- the Client has approved the Work, or;
  - upon completion of a successful test as referred to in Article 9.2; or
  - Bredenoord has notified the Client in writing that the test referred to in Article 9.2 has been completed and the Client has not indicated in writing within 14 days of that notice that the test was or was not completed in accordance with the specifications of the Work, or;
  - the Work has been put into use by the Client. If the Client puts any part of the Work into use, then that part will be considered to have been completed, or;
  - Bredenoord has notified the Client in writing that the Work has been completed and the Client has not indicated in writing within 14 days of that notice whether or not the Work has been approved, or;
  - the Client does not approve the Work on the basis of minor defects or missing components that can be repaired or delivered later within 30 days and that do not prevent the Work from being put into use; or
  - the Client does not approve the Work based on manifestly unfounded complaints.
- 30.2** If the Client does not approve the Work, it is obliged to notify Bredenoord immediately of this fact in writing, stating reasons, and it must give Bredenoord the opportunity to redeliver the Work within a period that is reasonable for Bredenoord.
- 30.3** The Client is liable for damage to uncompleted parts of the Work caused by the use of already completed parts of the Work, and the Client indemnifies Bredenoord, its directors, employees, and the parties engaged by Bredenoord to carry out the Work against third-party claims in respect of such damage.
- 30.4** Unless otherwise agreed, the maintenance period is 30 calendar days and it commences immediately after the day on which the Work is considered to have been completed. Bredenoord is obliged to repair defects that become apparent during the maintenance period as soon as possible, with the exception, however, of those for which the Client bears responsibility or for which it is liable.

### 31. CONSTRUCTION ALL RISKS INSURANCE

- 31.1** Unless expressly agreed otherwise, Bredenoord is co-insured on a Construction All Risks (CAR) insurance policy taken out by the Client for the Work, the terms and conditions of which are available to be inspected by Bredenoord upon request at the Client.

### 32. WARRANTY OBLIGATIONS AND LIABILITY

- 32.1** Warranty obligations and any form of liability cease after Completion, unless the Work or any part thereof contains a hidden defect caused by the fault of Bredenoord, its supplier, its subcontractor or its personnel and written notice of that defect has been sent by the Client within a reasonable period of time after discovery with a description of the alleged defect. A defect as referred to in the foregoing will only be considered to be a hidden defect if, despite close supervision during the implementation or upon inspection of the work as described above, it could not reasonably have been recognised by the Client. In that case Bredenoord will - if a maintenance period has been agreed by the Parties - remedy the defect in question during the maintenance period or - if no maintenance period has been agreed - for up to two (2) years after Completion. In the event of damage resulting from a hidden defect as described in the foregoing, the provisions on liability contained in Part I of these General Terms and Conditions will apply on the understanding that any liability in respect of such defects lapses after a period of two (2) years after Completion.

### 33. MAINTENANCE UNDER A BREDENOORD SERVICE AGREEMENT

- 33.1** Bredenoord will, for the Client's benefit, carry out the work described in the Bredenoord Service Agreement. Work that is not agreed may be agreed separately in writing.
- 33.2** The prices and rates stated in the Bredenoord Service Agreement are based on the price level applicable on the first day of the current calendar year. Prices are indexed annually using the price index figure applicable to the metal and electronics industry according to the publication of Statistics Netherlands.
- 33.3** Maintenance is carried out during Office Hours. Bredenoord will consult the Client, prior to the maintenance work being carried out, as to how its interests can be taken account of as much as possible. If, at the Client's request, this work takes place outside Office Hours, the additional costs for this are to be borne by the Client.
- 33.4** The Client is responsible for inspecting the items to be maintained on a daily basis by checking, among other things, fluid levels, proper operation and operational safety.
- 33.5** The Client must immediately report in writing any repositioning or modification of the item to be maintained to Bredenoord. Modification or repositioning, as aforementioned, may result in an adjustment to the applicable rates.
- 33.6** After the agreed maintenance has been carried out, the Client will be informed by Bredenoord of the maintenance work that was carried out by submitting a maintenance report.
- 33.7** In any case, the Bredenoord Service Agreement does not include, unless otherwise agreed, the performance of work in connection with:
- repairing defects to the item to be maintained;
  - incorrect or improper use of the item to be maintained or use for purposes other than those for which the item is intended;
  - insufficient performance of daily inspections (checking the sound operation of the item to be maintained, including checking fluid levels);
  - an accident or other external causes or influences;
  - abnormal physical or electrical loads;
  - modification or repositioning of the item to be maintained or maintenance being carried out by third parties;
  - the introduction of new statutory or other government measures
  - that affect the nature or scope of the maintenance work;
  - wear to components due to weathering from external influences;
  - the capacity of the item to be maintained is (or becomes) insufficient for the purpose for which the item to be maintained is used.
- 33.8** The Client hereby gives Bredenoord its unconditional consent to carry out work whereby the wage and material component excluding VAT does not exceed the sum of € 500.00.