

General delivery conditions HOOGENDIJK Electric B.V.

established and office-holding company At Krimpen a/d IJssel

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Article 1 General.

- 1.1 The conditions apply to all offers and agreements in respect of deliveries of business and/or services (such as assembly, installation, maintenance) (hereinafter collectively referred to as the "Products"), unless expressly agreed otherwise in writing.
- 1.2 The party that purchases the Products or who negotiates with Hoogendijk Electric B.V. on the conclusion of an agreement is herein called "Client".
- 1.3 Applicability of the client's terms or conditions are expressly rejected by Hoogendijk Electric B.V.

Article 2 Quittations.

- 2.1 An offer or (price) statement does not bind Hoogendijk Electric B.V. and only counts as an invitation to place an order and expires after 60 (sixty) days after day drawing.
- 2.2 An offer is based on delivery/execution under normal conditions during normal daily working hours.
- 2.3 Data contained in catalogues, drawings, images, sizes, opinions and/or other indications of Products in information reinforced by Hoogendijk Electric B.V. are not binding.

Article 3 Formation of Agreement.

- 3.1 An agreement shall be concluded only if and to the extent that Hoogendijk Electric B.V. accepts the order in writing or actually implements the contract.

Article 4 Industrial and intellectual property.

- 4.1 The Client is not allowed to reproduce or make a offer public.
- 4.2 The Client and/or quote Applicant is not permitted to share technical details about the construction of an electrical installation with a third party in a written or oral manner.
- 4.3 Hoogendijk can, if they deem it necessary, submit an NDA (non disclosure agreement) for signature to the customer or prospect.
- 4.4 The Client is aware of it and accepts that Hoogendijk Electric B.V. supplies products manufactured or developed not by Hoogendijk Electric B.V. but by a supplier.
- 4.5 If Hoogendijk Electric B.V. has supplied a Product according to designs, drawings or directions provided by or on behalf of the Client, the Client guarantees that no intellectual property rights of third parties will be affected. Client clears Hoogendijk Electric B.V. for claims by third parties in this respect.

Article 5 Pricing

- 5.1 Declared prices and fees are non-binding and excluding VAT and all other taxes, levies, import duties, surcharges, etc., unless expressly agreed otherwise.
- 5.2 Specified prices for items to be delivered apply to ex-factory/warehouse delivery and do not include assembly and commissioning costs.
- 5.3 Price-raising factors (such as foreign exchange rates, interest costs, wages, energy, material and raw material prices, etc.) after the date of offer by Hoogendijk Electric B.V. are charged to Client.

Article 6 Supply.

- 6.1 Specified delivery times and/or deadlines are always considered approximate. Delivery is made ex-factory/warehouse.
- 6.2 Hoogendijk Electric B.V. is entitled to deliver in parts and to invoice partial deliveries.
- 6.3 The delivery time, which includes the time limit for the work to be carried out by Hoogendijk Electric B.V., starts on the day indicated in the written contract confirmation. Under no circumstances will the delivery time run earlier than from the

moment Hoogendijk Electric B.V. is in possession of all the documents and data required for the contract.

- 6.4 In case Hoogendijk Electric b.v. arrange the transportation of goods, Hoogendijk Electric B.V. is free in the choice of means of transport and Hoogendijk Electric B.V. does so on behalf of client.
- 6.4 Exceeding the delivery time and/or time limits never claims compensation, nor does it entitle the Client to dissolution or failure to comply with any obligation made against Hoogendijk Electric B.V.

Article 7 Services.

- 7.1 Hoogendijk Electric B.V. is entitled to enable services such as maintenance, assembly, installation and service work on behalf of Client third parties. Hoogendijk Electric B.V. provides its services to the best of their knowledge and ability.
- 7.2 The work is completed when it has been taken by the Client or when the Client shows that he has taken over the actual management of the work.
- 7.3 In the case of phased services, Hoogendijk Electric B.V. may suspend the implementation of services belonging to the next phase until the performance delivered in the preceding phase(s) has been delivered and the Client has fulfilled its obligations to Hoogendijk Electric B.V.

Article 8 Reclamation / Guarantee.

- 8.1 Objections to the defects in the capacity of the products delivered must be reported in writing, in so far as they are defects that can be identified directly upon (delivery) by inspection, within eight days of (delivery) of the products delivered to Hoogendijk Electric B.V. in the absence of which the products of Hoogendijk Electric B.V. are accepted by the Client and no longer be possible to contest.
- 8.2 Hidden defects must be reported in writing within 8 days of their discovery or within 8 days of the reasonable discovery of such a defect, but in any case within the warranty period at Hoogendijk Electric B.V. in the absence of which the products supplied by Hoogendijk Electric B.V. are accepted by the Client and no more contestation is possible.
- 8.3 Objections to the quantity of the Products delivered must be reported in writing within 48 hours of their delivery, in the absence of which the products delivered are considered to have been delivered and accepted, with the quantities indicated by Hoogendijk Electric B.V. binding on the quantities provided by the Products, bill of lading or similar document.
- 8.4 In the event of an reclamation, the client will immediately return the relevant matters for his risk and account to Hoogendijk Electric B.V, this under penalty of forfeiture of the right to complain
- 8.5 The liability of Hoogendijk Electric B.V. in the event of a defect never leads to a different obligation on the side of Hoogendijk Electric B.V. than restitution of the (purchase) price, recovery, (re-) supply of a proper copy, this at the choice of Hoogendijk Electric B.V..
- 8.6 Soundness of the products supplied is guaranteed by Hoogendijk Electric B.V. for a period of 12 months. If the duration of the manufacturer's warranty of the products delivered is less than 12 months, the warranty set by the factory shall be subject to the condition of the manufacturer unless otherwise agreed in writing. The warranty period starts on the day of delivery.

- 8.7 Under the warranty, Hoogendijk Electric B.V. is only liable for defects of which Hoogendijk Electric B.V. has been notified within the warranty period and whose Client proves that they originated within the warranty period as a direct result of the faulty manufacture and/or use of defective materials. The obligations of Hoogendijk Electric B.V. under the guarantee do not extend beyond the refund of the (purchase) price, recovery, (re)delivery of a proper copy, this for the free choice of Hoogendijk Electric B.V.
- 8.8 Costs (such as transport costs) involved in repair/replacement on site, subject to the guarantee of the relevant repair/replacement, are at all accounts of the Client.
- 8.9 The Client needs the express prior written approval of Hoogendijk Electric B.V. for repair/replacement and/or maintenance by third parties, on pain of expiry of the warranty.
- 8.10 Hoogendijk Electric B.V. is never liable for defects caused by normal wear and tear, improper treatment or improper or incorrect maintenance or repairs/replacements and/or maintenance by third parties, etc.
- 8.11 All guarantee obligations expire if the Client fails to fulfil any obligation to Hoogendijk Electric B.V.
- 8.12 The same conditions shall apply to guarantees for repairs as mentioned above, provided that, in so far as they do not fall within the time limit laid down above, a period of 30 days after the date of repair shall apply.

Article 9A Liability.

- 9.1 The liability of Hoogendijk Electric B.V. is limited to the satisfaction of what Hoogendijk Electric B.V. has taken on as a result of the warranty.
- 9.2 Hoogendijk Electric B.V. is never liable for damages except if and to the extent that the damage suffered was caused by the design or gross negligence of Hoogendijk Electric B.V. Any further liability, whether for direct or indirect damage, costs and interest, is expressly excluded.
- 9.3 Liability limiting, exclusive or determining conditions, which may be opposed by suppliers or auxiliaries of Hoogendijk Electric B.V. to Hoogendijk Electric B.V. in connection with the products supplied, will also be opposed by Hoogendijk Electric B.V. to the Client. The client exempts Hoogendijk Electric B.V. from claims of third parties.
- 9.4 The client exempts Hoogendijk Electric from any liability for the provision or resale of the goods supplied or services from Hoogendijk Electric to countries or persons subject to international trade restrictions or a sanctions policy in force from national and international governments.
- 9.5 The client declares by accepting these delivery conditions that the client or related companies of the client are not part of organizations against which national or international authorities place restrictions on doing business in relation to the goods or services supplied by Hoogendijk Electric.
- 9.6 Legal and any additional costs arising from failure to comply with the requirements set out in points 9.4 and 9.5 will be course to the client.

Article 10 Payment.

- 10.1 Payment of invoices must be made within 30 days of the invoice date.
- 10.2 On specified payment terms in the agreement between Client and Hoogendijk Electric B.V. the payment must be made on the agreed date.
- 10.3 Payment shall be deemed to have been made at the time when the full amount due has been credited to the bank or giro account to be signed by Hoogendijk Electric B.V. and must be made without deduction or debt comparison.
- 10.4 If the payment period is exceeded, the Client is deemed to be in default by law and, without any notice of payment, interest of 1% per month or, if this is higher, a percentage equal to the statutory interest, is due on the outstanding amount from the maturity of the claim. The legal and extrajudicial collection costs incurred by Hoogendijk Electric B.V. are also due,

including the costs of external experts. Unless the actual costs are higher, the amount of out-of-court costs shall be 15% of the principal to be claimed with a minimum of € 250,-

- 10.5 If the Products to be supplied by Hoogendijk Electric B.V. for any reasons are not purchased (in a timely manner) by the Client, The Client will be in default without notice of default. Hoogendijk Electric B.V. is then entitled to store the products on behalf and risk for client, or to sell them to third.
- 10.6 All Products delivered to the Client remain owned by Hoogendijk Electric B.V. until the by Client to Hoogendijk Electric B.V. due amounts have been paid.
- 10.7 If the creditworthiness of the Client gives rise to this, Hoogendijk Electric B.V. may require further assurance in the absence of which Hoogendijk Electric B.V. may suspend the implementation of the contract.
- 10.8 All products of the client which Hoogendijk Electric B.V. has under him or which has a third party under him and of which
- 10.9 Or in connection with which by Hoogendijk Electric B.V. the activities are carried out, stretch Hoogendijk Electric B.V. as a collateral for all the Hoogendijk Electric B.V. has to claim in de connection with the underlying agreement.

Article 11 Force Majeure.

- 11.1 If Hoogendijk Electric B.V. by a non-attributable failure (force majeure) can not to fulfill its obligations towards the client. Or can not fulfill some performance by Hoogendijk Electric B.V. or prevented, made more difficult, delayed or no longer on an economic basis for Hoogendijk Electric B.V. feasible is, Hoogendijk Electric B.V. is not liable, and the fulfilling of the obligations will be suspended for the duration of the force majeure situation.
- 11.2 In the event of temporary force majeure, Hoogendijk Electric B.V. has the right to change the time limit of delivery or to cancel the contract without any compensation being due in this respect.
- 11.3 If the force majeure period lasts longer than 6 months, both parties have the right to terminate all or part of the contract in writing, in so long as the force majeure situation warrants it and without the Principal being entitled to compensation for any damages.
- 11.4 Force majeure means any of Hoogendijk Electric B.V.'s will to be independent, thereby preventing the fulfilment of its obligations to the Client in whole or in part or thus which the fulfilment of its obligations cannot reasonably be required of Hoogendijk Electric B.V., whether or not that circumstance was foreseeable at the time of the conclusion of the contract. These circumstances include: a strike; government measures; delays in transport; export ban; riot; war; mobilisation; transport impedence to; import barriers; supplier negligence; illness of staff; defects in means of aid or transport; defects or shortcomings in (comptability of) software and events that are not reasonably inse for assured by Hoogendijk Electric B.V.

Article 12 Supplement agreement.

- 12.1 At the request of the Client, Hoogendijk Electric B.V. will carry out all changes to the contract indicated by these, provided that they are reasonably practicable and are entitled to charge the additional price.
- 12.2 Hoogendijk Electric B.V. also has the right to charge (not agreed) additional work that results from the fact that the Client has given an incorrect picture as to the nature of the agreed deliveries and/or whether or not related work.

Article 13 Confidential information.

- 13.1 Hoogendijk Electric B.V. is obliged to keep all information confidential and data from third parties of the Client. Hoogendijk Electric B.V. will also take all possible precautions to protect the interests of the other party as part of the contract.
- 13.2 The Client will not, without the permission of Hoogendijk Electric B.V., make any announcement to third party's about its approach, method of working and things like this. The Client is obliged to impose this obligation on all subordinates and third parties who are necessarily informed of this and shall ensure that those subordinates and third parties fulfil that obligation.

Article 14 Penalty Clause.

- 14.1 In the non-compliance of the obligations under Articles 4 and 13, the Client is liable for a fine of € 50,000 for each infringement, without prejudice to Hoogendijk Electric B.V.'s right to compensation.

Article 15 Interim termination.

- 15.1 In the event of (provisional) suspension of payment, bankruptcy, shutdown or dissolution of the Client's company, all agreements with the Client will have been terminated by law, unless Hoogendijk Electric B.V. informs within a reasonable period of time that it will require compliance with (part of) the contract in question. In the latter case, Hoogendijk Electric B.V. is entitled to suspend the implementation of the contract without notice until compliance by the Client has been sufficiently secured.
- 15.2 Products that have already been delivered but have not yet been paid can then be recovered, without prejudice to Hoogendijk Electric B.V.'s right to compensation for damages, costs and interest.

Article 16 Governing Law and Disputes.

- 16.1 All agreements where these conditions apply in whole or in part are always covered by Dutch law. The Vienna Treaty of Purchase is expressly excluded.
All disputes arising from offers, supplies and services made by Hoogendijk Electric B.V. and/or agreements entered into by Hoogendijk Electric B.V. and Client will be subject only to the judgment of the District Court in Rotterdam.

Article 17 Change and location of the conditions.

- 17.1 These conditions have been filed at the rotterdam Chamber of Commerce and are also free to download from the website www.hoogendijk.eu
The last deposited version or version as applicable at the time of the agreement was established