

General Terms and Conditions of Sale and Delivery Sepagrip B.V. – Version June, 6, 2023

Article 1. Definitions

The terms used in these General Terms and Conditions are defined as follows whether or not used singular or in a plural form:

Agreement:	any Agreement concluded between Sepagrip and the Customer, including any agreed alterations or additions in writing to said agreement, as well as all (legal) acts for the preparation or execution of the Agreement;
Customer:	the legal entity or natural person acting in the course of a profession and/or the operation of a business that enters into an agreement or intends to enter into an agreement with Sepagrip;
Sepagrip:	Sepagrip B.V., with its registered office and business address in (2102 LK) Heemstede at the address Nijverheidsweg 23 registered in the trade register of the Chamber of Commerce in the Netherlands under number, 34064678 the user of the General Terms and Conditions;
General Terms and Conditions:	these General Terms and Conditions of Sale and Delivery of Sepagrip including any amendments thereto;
Offer:	every written offer made by Sepagrip to Customer to enter into an Agreement;
Order:	an order placed with Sepagrip by Customer for the delivery of Products or Services, either verbally or in writing;
Parties:	meaning Sepagrip and Customer jointly;
Products:	machines and/or equipment and/or spare parts to be delivered to Customer by Sepagrip under an Agreement;
Services:	services to be provided to Customer by Sepagrip under an Agreement.

Article 2. Applicability

- 2.1 These General Terms and Conditions apply to any Offer, Order and Agreement to which Sepagrip is party and to all deliveries and services of Sepagrip. These General Terms and Conditions also apply to any further or subsequent Agreements between Sepagrip and the Customer, irrespective of whether these were explicitly declared applicable. The Customer is considered to have agreed to this.
- 2.2 Derogations from these General Terms and Conditions are effective only if they have been agreed between Parties in writing. In that event, the agreed on derogations shall prevail. Should Sepagrip deviate from these General Terms and Conditions in one or more Agreements with Customer, this deviation does not apply to any previous or future Agreements between Sepagrip and the Customer.
- 2.3 The applicability of terms and conditions on the side of Customer and/or third parties is explicitly rejected, unless Parties agree otherwise in writing.
- 2.3.1 These General Terms and Conditions apply both within and outside of the Netherlands irrespective of the place of residence or location of any party involved in the Agreement, irrespective also of the location where the Agreement is effected or should have been effected.
- 2.4 Should one or more articles in these General Terms and Conditions be fully or partially null and void or voided at any time, all other articles in these General Terms and Conditions shall remain

fully in effect. In the event of a null and void or voided article, Parties will agree a new article that shall replace the null and void or voided articles in such a way that the new article will be in accordance with the purpose and scope of the original article. Moreover the remaining articles will be interpreted in accordance with the article that was held fully or partially null void and/or void voided.

- 2.5 Should Sepagrip not require strict observance of these General Terms and Conditions at all times, this does not mean that the articles of the General Terms and Conditions are in any way not applicable, or that Sepagrip would in any way forfeit its right to demand strict observance of the articles in the future and/or with respect to any other situation and/or third parties.
- 2.6 The General Terms and Conditions shall apply to the provision of services and delivery of Products of third parties that are engaged by Sepagrip with respect to the full or partial execution of the performance of the Agreement. This article constitutes a third-party clause as stated in article 6:253 Dutch Civil Code.
- 2.7 Sepagrip has the right to unilaterally amend the General Terms and Conditions from time to time during the term of the Agreement. These amendments will take effect at the announced time. Sepagrip will send the amended General Terms and Conditions of Delivery to the Customer in a timely manner. If no time of entry into force has been announced, the changes will enter into force with regard to the Customer as soon as the amended General Terms and Conditions of Delivery have been sent to the Customer.

Article 3. Offers and Orders

- 3.1 All Offers made by Sepagrip are without obligation and may be withdrawn at any time, also when the Offer contains a period for acceptance.
- 3.2 Offers do not automatically apply to repeat orders and/or subsequent Agreements and Sepagrip reserves the right to amend the prices and other terms of successive Offers.
- 3.3 Sepagrip cannot be held to its Offer in case Customer may reasonably assume that the Offer, or part thereof, includes an obvious mistake, omission or typo.
- 3.4 Any documents which are part of the Offer such as price lists, brochures, catalogs, leaflets and such were made with the utmost care but are without obligation. These are only used to provide a description to the Customer and shall not bind Sepagrip in any way. Furthermore, the aforementioned materials are and remain Sepagrip's (intellectual) property.
- 3.5 The Customer can place Orders for the Products with Sepagrip: by e-mail, telephone, in writing and in person.
- 3.6 Sepagrip is entitled to refuse an Order or part of an Order without giving reason or to attach special conditions to the Agreement, for instance (but not limited to) requiring additional security before accepting the Offer.

Article 4. Formation of the Agreement

- 4.1 The Order by the Customer will be considered an offer to enter into an Agreement.
- 4.2 An Agreement is concluded when:
 - a. Sepagrip confirms the Order of the Customer with an order confirmation in writing;
 - b. or a contract, signed by both Parties, is concluded between Parties; or
 - c. Sepagrip sends an Offer to Customer and the Offer is accepted by the Customer in writing.
- 4.3 Any Order, Offer or Agreement shall be considered an individual Order, Offer or Agreement and individual Orders/Agreements shall never be considered a continuing performance contract.
- 4.4 Should a natural person conclude an Agreement, on behalf of or at the expense of the Customer, by signing the Agreement, they declare that they are authorized to do so.

Article 5. Change requests

- 5.1 Any additions or changes to the Order, after its conclusion, shall only bind Sepagrip after and to the extent in which they are accepted by Sepagrip and confirmed in writing. Should a Customer request to change the Order, the Offer and/or the Agreement and these changes would result in higher costs than those taken into account in the quotation of the original Order, Sepagrip will

charge these extra costs to the Customer. Should Customer not be willing to pay these extra costs, Sepagrip may, at its discretion, suspend the delivery or terminate the Agreement.

- 5.2 Additions and/or changes to the Order may result in an exceeding of the previously agreed on delivery time. Such an exceeding of the delivery time shall never entitle the Customer to compensation (damages) and/or termination of the Agreement.

Article 6. Prices, Costs & payment

- 6.1 Unless agreed otherwise, the prices listed in an Offer or pricelist are in euros, exclusive of VAT, shipping and administrative costs and exclusive of other import or government levies. These costs and levies will separately be charged to the Customer. All prices listed by Sepagrip are based on the price-determining factors known at the time the Offer was made or the Agreement was entered into.
- 6.2 Unless agreed otherwise, the prices stated in an Offer or Agreement for the Products to be delivered by Sepagrip are based on delivery Ex Works, as defined in the ICC Incoterms, to the indicated address of the warehouse of Sepagrip or its sub-contractors.
- 6.3 Should the delivery of (a part of) the Products fail to occur or be delayed at the request the Customer, or due to a lack of details/instructions provided or other causes at the side of Customer, any subsequent costs arising from this delay shall be at the expense of the Customer.
- 6.4 When making Offers, Sepagrip assumes that it will be able to carry out its obligations under normal and usual circumstances. In the event that special circumstances arise as a result of which Sepagrip incurs subsequent costs, Sepagrip shall notify the Customer of this and Sepagrip shall be entitled to charge these subsequent costs to the Customer.
- 6.5 Payment shall be made within 30 days after the date of the invoice unless otherwise agreed.
- 6.6 Payment shall not be deemed to have been effected before Sepagrip's account has been irrevocably credited for the amount due.
- 6.7 Should the Customer be in default of any payment obligation (including with respect to a deposit payment), Sepagrip shall be entitled, in derogation of the agreed on payment arrangements, to demand full or partial payment in advance or demand a security for the payment obligations of the Customer after the Agreement was concluded, including but not limited to a bank guarantee. The Customer shall adhere to Sepagrip's request immediately. Should the Customer not adhere to the terms of this article 6.7, Sepagrip may suspend its obligations under the Agreement.
- 6.8 Should the Customer have objections to the invoice it receives, the Customer must make these objections known to Sepagrip in writing no later than five (five) business days after the invoice date, in the absence of which the invoice shall be considered correct.
- 6.9 Customer shall never be entitled to suspend its obligations ('*opschorten*') towards Sepagrip and/or settle ('*verrekenen*') any amount with its own claim on Sepagrip. Any objections to the invoice amount or in regard to the delivered Products (claim) shall never constitute ground for Customer to suspend and/or settle its payments.
- 6.10 If the payment term is exceeded, the Customer shall be in default by operation of law, therefore without any demand or notice of default being required. Starting on the date of default, the Customer owes a contractual interest of 2% on the amount it owes for each month or part of a month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate applies. The interest due on the payable amount shall be calculated from the time that Customer is in default to the time that the amount is settled in full.
- 6.11 Sepagrip is always entitled to set off its claims against the claims of the Customer.
- 6.12 Payments made by the Customer are applied firstly to settle the costs, then to the interest that has fallen due and finally to the principal sum and the current interest.
- 6.13 All costs, legal and extrajudicial costs, both in and out of court, incurred by Sepagrip with respect to effectuation of its rights, are at the expense of the Customer.
- 6.14 In case of non or late payment, the outstanding claim shall be increased with extrajudicial collection costs, including the costs of legal assistance. The Customer also owes interest on the collection charges.
- 6.15 Should the Agreement be concluded with more than one Customer, all Customers shall be jointly and severally liable for the payment obligations arising from the Agreement (irrespective of the name on the invoice).

- 6.16 Should the Customer not comply with article 6, Sepagrip, without prejudice to its other rights, shall be authorized to:
 - a. fully or partially terminate the Agreement with Customer without a notice of default being required and sell or deliver the Products to (a) third party (parties). The Customer is then liable for any damages and costs incurred by Sepagrip as a result of this non-payment, and must reimburse Sepagrip accordingly; or
 - b. fully or partially suspend its obligations towards the Customer arising from the Agreement.
- 6.17 In the event of a cancellation or termination or suspension of the Agreement, Sepagrip can never be held to any payment of damages to the Customer, unless Sepagrip can be held accountable and liable for the facts and circumstances giving rise to the cancellation or termination or suspension.
- 6.18 In case of late payment and in case the Customer fails to give an agreed security by the stipulated date Sepagrip may, after having notified the Customer in Writing, suspend his performance of the Agreement until he receives payment or, where appropriate, until the Customer gives the agreed security.
- 6.19 If the Customer has not paid the amount due within three months Sepagrip shall be entitled to terminate the Agreement by notice in Writing to the Customer and, in addition to the interest and compensation for recovery costs according to this Clause, to claim compensation for the loss he incurs. Such compensation shall not exceed the agreed purchase price.

Article 7. Delivery and delay

- 7.1 Any delivery dates given (verbally or in writing) are based on information and circumstances known to Sepagrip at the conclusion of the Agreement. Those delivery dates are always target dates. These dates do therefore not bind Sepagrip, have an indicative nature, are in no event of the essence (*'niet wezenlijk'*), and are never considered final deadlines, unless Parties explicitly agree otherwise in writing.
- 7.2 Sepagrip shall endeavor to observe the delivery date where possible, but the mere exceeding of a delivery date shall not constitute a failure in the performance at the side of Sepagrip. Delays shall never entitle the Customer to terminate or rescind (*'ontbinden'*) the Agreement nor to any damages.
- 7.3 The adherence to the delivery date by Sepagrip shall require the clarification between the Parties of all commercial and technical issues and the Customer's fulfilment of all its obligations such as e. g. procuring all the necessary official certificates or permits or making a down payment, as well as the fulfilment of any other obligation if any agreed on (e.g. issuing any payment bond or letter of credit). The delivery date shall be extended accordingly if this is not the case. Any expenses arising out of a delay of the before mentioned obligations of the Customer, shall be charged to the Customer beginning one month after the appropriate due dates of such obligations. This shall not be the case if Sepagrip is responsible for the delay.
- 7.4 Sepagrip shall foreseeable delays as soon as possible.
- 7.5 The delivery date shall be deemed to have been fulfilled if the Product(s) has left the Sepagrip factory or has been announced as ready for dispatch within the agreed timeline. As far as an acceptance is to take place, other than in the case of justified refusal or unless agreed otherwise, the acceptance date or otherwise the goods being ready for acceptance shall be definitive.
- 7.6 If the shipping or acceptance of the machine/equipment is delayed due to the Customer, the Customer shall be charged for the costs due to the delay.
- 7.7 If non-compliance with the delivery time is due to Force Majeure in the meaning of unforeseeable circumstances which are beyond Sepagrip's control, the delivery time shall be extended accordingly. Force majeure circumstances shall include, but are not limited to, acts of war, (delivery problems due to) epidemics, pandemics, natural disasters, strikes, labor disputes and any governmental restrictions. Sepagrip shall inform the Customer as soon as possible as to the start and the end of such circumstances. Insofar as Sepagrip is required to perform services, these may be refused due to Force Majeure. If travel into or of a country is only possible with impediments or under special circumstances, the Customer shall bear any costs incurred in this context.

- 7.8 Sepagrip shall deliver the Products from its warehouse or the warehouse of its subcontractor. Should the Customer wish to have further shipping from the warehouse to another delivery address, the Parties will state those further arrangements in the Agreement. The costs of further shipping and delivery from the warehouse of Sepagrip at the expense of the Customer, barring other arrangements made between Parties in writing. All risks in regard to the (transportation of the) Products to be delivered by Sepagrip transfer to the Customer at the time that the Products are transferred from Sepagrip's warehouse to a third-party for further shipping. However, the Products shall remain the property of Sepagrip until the full price is paid by the Customer, as determined in article 11 of these General Terms and Conditions.
- 7.9 The Customer is obligated to provide Sepagrip with any relevant information Sepagrip requires for the correct and timely delivery of the Products at the time of the conclusion of the Agreement and always *before* Sepagrip effects the delivery of the Products.
- 7.10 Sepagrip is entitled to perform the Agreement in separate phases and individually invoice the performed phases.
- 7.11 The Customer must take immediate possession of the Products at the agreed on time and place of delivery.
- 7.12 Should the Customer refuse take possession of the ordered Products, any and all claims Sepagrip has on the Customer become immediately due and payable and Sepagrip shall be entitled to:
- a. deliver the Products by means of a written notification, in which case Sepagrip is entitled to store the Products itself or at a third party from the moment of the written notification, such at the expense and risk of Customer, including the risk of loss of quality; or
 - b. proceed to full or partial termination of the Agreement and sell or deliver the Products to a third party or parties, such at its discretion.
- 7.13 Should Sepagrip, in any way, suffer damages or incur costs resulting from the fact that the Customer gives wrong information regarding the delivery and/or the Customer refuses to take possession of the ordered Products, the Customer shall be liable for these damages and/or costs.

Article 8. Packaging and transfer of risk

- 8.1 The Product(s) shall be shipped by Sepagrip in packaging that warrants the integrity of the Product(s) against damage and corrosion when transported under normal and foreseeable circumstances.
- 8.2 Unless stated otherwise in the Agreement, the risk shall pass to the Customer after the machine/equipment has left the factory even if partial deliveries take place or if Sepagrip has accepted other services, e. g. shipping costs or delivery and assembly.
- 8.3 If shipping is delayed or does not take place due to circumstances not due to Sepagrip, the risk shall pass to the Customer on the day on which the goods are announced as ready for shipping.
- 8.4 Partial deliveries shall be allowed as far as not otherwise contractually agreed.

Article 9. Documentation

- 9.1 The scope of supply of the Products (spare parts excluded) comprises of:
- a. Planning documents (English or Dutch). The planning documents will be provided in the form of Acrobat Reader files (PDF). Paper copies can be provided on request. Dimensional drawings are available in 2D Autocad.
 - b. Operating instructions and maintenance manuals, in the language of the EU member state where installed, and in English for deliveries outside the EU. The instructions and manuals will be provided in the form of Acrobat Reader files (PDF). Paper copies can be provided on request.
- 9.2 Reports are monolingual and completed to the Sepagrip standard. The documentation for machine accessories, purchased parts and system components etc. is to the appropriate standards of the manufacturer and in the standard language of the manufacturer. Special

requests such as multi-lingual reports, documentation to the standard of the client, and additional copies may be sent on account.

Article 10. Obligations of the Customer

- 10.1 The proper and timely performance of the delivery and services by Sepagrip shall require the proper and timely carrying out of all necessary cooperation by the Customer.
- 10.2 Any defects in Sepagrip's deliveries and services shall be claimed by the customer in writing in a comprehensible and detailed form, stating all information useful for the detection of the defect; in particular, the stages of work which led to the appearance of the defect, the consequences as well as the visual appearance of the defect shall be stated.
- 10.3 Subject to an alternative contractual agreement, the Customer shall also be obligated in particular:
- a. to refrain from repairing the Product(s) itself or from having third parties do so improperly;
 - b. to refrain from carrying out alterations to the Product(s) without authorization and in particular without Sepagrip's prior approval;
 - c. to refrain from using the Product(s) in an unsuitable or improper manner;
 - d. to refrain from carrying out defective erection or commissioning;
 - e. to refrain from handling the Product(s) in an improper or negligent manner;
 - f. to maintain the Product(s) properly;
 - g. to refrain from using unsuitable materials;
 - h. to select a suitable place and surface for the Product(s);
 - i. to refrain from exposing the Product(s) to chemical, electrochemical or electrical influences.

Article 11. Transfer of ownership/ retention of title

- 11.1 The title of the Products delivered by Sepagrip to Customer only transfers to the Customer upon complete fulfilment of all Customer's obligations towards Sepagrip under the Agreement(s) and fulfilment of all else required pursuant to the delivered Products, including but not limited to full payment of all prices, charges and costs to Sepagrip, such within the scope of article 3:92 Dutch Civil Code.
- 11.2 Should Sepagrip deliver the Products to a Customer outside of the Netherlands and should the law in the country of destination offer more extensive options with regard to a retention of title than those stated in article 11.1, the Parties shall make a choice of law for the country of entry of the Products (for the purposes of article 10:128 paragraph 2 Dutch Civil Code), with the understanding that this choice exclusively relates to the property-law consequences of the retention of title of the Products. When no objective determination can be made as to which country has the most extensive rights relating to the retention of title, the provisions of article 11.1 and the rest of this article will remain in full force.
- 11.3 Sepagrip will not lose its (retention) of title when and/or as a result of the Customer's processing or adaption of the Products received from Sepagrip. In that event, the Customer will automatically retain said Products on behalf of Sepagrip.
- 11.4 The Customer is obligated to insure, and keep insured, the Products subject to the retention of title against fire, explosion damages and water damages as well as against theft and to provide the policy of this insurance to Sepagrip for inspection immediately upon request. Sepagrip is entitled to any payout by the insurance. The Customer agrees in advance to provide to Sepagrip with its full cooperation with all required or desirable actions in that regard.
- 11.5 The Customer is obligated to transfer to Sepagrip any rights to claims which the Customer may have on any third parties in regard to the Products delivered by Sepagrip by means of assignment, such immediately on request, and to notify third parties that the Products delivered by Sepagrip to the Customer were delivered subject to a retention of title which applies for as long as the Customer has not (fully) settled its obligations.
- 11.6 Should Sepagrip wish to exercise its property rights as referred to in this article, Customer gives its prior unconditional and irrevocable permission to Sepagrip and to any third parties appointed by Sepagrip to enter any and all locations where Sepagrip's property is situated and to repossess said property.

- 11.7 Should third parties institute proceedings on the Products delivered subject to a retention of title or seek to encumber these Products or to seize these Products, the Customer is obligated to inform Sepagrip of this immediately.
- 11.8 If the Customer is in default of its obligations or if there is a reasonable fear that it will not fulfil these obligations, Sepagrip is entitled to retrieve, or have retrieved, the Products subject to the aforementioned retention of title from the Customer or from any third parties holding the Products for the Customer. The Customer is obligated to provide full cooperation subject to an immediately due and payable penalty of 10% of the full amount it owes to Sepagrip for each day of half-day that the Customer remains in default, such without prejudice to Sepagrip's right to claim performance of the obligations in the previous sentence and/or claim damages.
- 11.9 Furthermore, Customer shall provide Sepagrip with an undisclosed pledge on the delivered Products immediately on request. This pledge serves as security for payment of all present and future claims Sepagrip might have on the Customer. The Customer shall sign a deed creating a right of pledge immediately at Sepagrip's request and register this deed with the tax and customs authority ('*de Belastingdienst*').
- 11.10 Customer is not entitled to fully or partially dispose of, sell, transfer, pledge or in any way encumber the Products subject to the retention of title without Sepagrip's prior written permission.

Article 12. Suspension

- 12.1 Without prejudice to article 13, Sepagrip is entitled to suspend its obligations should Customer not or not fully comply with its obligations arising from the Agreement and/or when Customer was required to provide security for its performance of the Agreement and this security fails to materialize or is insufficient.
- 12.2 The right to suspend its obligations of performance also applies should Sepagrip learn of any circumstances which give reasonable ground to fear that Customer will not, not timely or not fully comply with its obligations. If there is good ground to fear that Customer cannot fully or not adequately perform its obligations, the suspension must reasonably match the extent of the failure.
- 12.3 Should Sepagrip suspend the performance of its obligations, its rights under the law and the Agreement remain in full force.

Article 13. Termination

- 13.1 All Agreements effected between Sepagrip and the Customer may be suspended ('*opgeschort*'), terminated early ('*voortijdig opgezegd*') or – at Sepagrip's discretion – be (partially) rescinded ('*ontbonden*') by Sepagrip with immediate effect and without having to go to court, through a written notification, without Sepagrip being obligated to pay any (financial) damages to Customer and while retaining all of Sepagrip's rights, in any of the following circumstances:
- a. when the Customer is declared bankrupt or when suspension of payment is granted; or
 - b. when a petition for bankruptcy is lodged against the Customer or when a request for suspension of payment is lodged; or
 - c. when the Customer offers its creditors a voluntary arrangement; or
 - d. when the company of the Customer ceases its business or is at the risk of ceasing its business; or
 - e. when circumstances brought to the attention of Sepagrip after the effectuation of the Agreement give good ground to fear that the Customer cannot meet its obligations and/or when Sepagrip finds that the current or future claims cannot be secured;
 - f. the Customer does not, not fully or not timely fulfil any of its obligations pursuant to the Agreement between the Parties, or fails in any of its obligations by law, and is therefore in default; or
 - g. when delays on the part of Customer mean that Sepagrip can no longer reasonably be expected to fulfil the Agreement under the original conditions;
 - h. when circumstances arise which render the fulfilment of the Agreement impossible or if any other circumstances arise which render an unaltered continuation of the Agreement on the side of Sepagrip unreasonable.

- 13.2 On termination of the Agreement, all claims Sepagrip has against the Customer become immediately due and payable.
- 13.3 Should the suspension/termination and/or rescission be attributable to the Customer, Sepagrip shall be entitled to compensation of the damages Sepagrip suffers as a result of the suspension/termination/rescission, including, but not limited to, any costs arising directly and indirectly from the occurrence.

Article 14. Defects

- 14.1 Pursuant to the articles 14.2-14.16, Sepagrip shall remedy any defect or nonconformity (hereinafter referred to as: Defect(s)) resulting from faulty design, materials or workmanship.
- 14.2 Sepagrip shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Customer.
- 14.3 Sepagrip shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.
- 14.4 Sepagrip shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Customer, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Customer or to alterations carried out without Sepagrip's consent in Writing. Sepagrip shall neither be liable for normal wear and tear nor for deterioration and this is never covered by the warranty.
- 14.5 Warranty/ cut-off period. Sepagrip's liability shall be limited to defects which appear within a period of twelve (12) months starting from the notification of Sepagrip that the Products are ready for shipment. As far as acceptance of the Product by the Customer is agreed in writing and part of the delivery the warranty period shall not commence until the acceptance certificate is signed by the Customer. If acceptance is delayed by the Customer and this delay is not attributable to Sepagrip, the warranty period shall end no later than eighteen (18) month(s) after notification of readiness for shipment by Sepagrip. In the event the Customer has not signed the acceptance certificate but is using/ operating the Product(s) this constitutes acceptance and the warranty period will then commence. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.
- 14.6 The Customer shall without undue delay notify Sepagrip in writing of any defect which appears. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in article 14.5 or the extended period(s) under article 14.5, where applicable. The notice shall contain a description of the defect. If the Customer fails to notify Sepagrip in writing of a defect within the time limits set forth in the first paragraph of this article, the Customer shall lose the right to have the defect remedied.
- 14.7 Where the defect is such that it may cause damage, the Customer shall immediately inform Sepagrip in writing. The Customer shall bear the risk of damage to the Product resulting from his failure so to notify. The Customer shall take reasonable measures to minimize damage and shall in that respect comply with instructions of Sepagrip.
- 14.8 On receipt of the notice under article 14.6 Sepagrip shall at his own cost remedy the defect without undue delay. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Customer's activities. Repair shall be carried out at the place where the Product is located unless Sepagrip deems it more appropriate that the Product is sent to him or a destination specified by him.
- 14.9 If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, Sepagrip may demand that the defective part is sent to him or a destination specified by him. In such case Sepagrip shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Customer.
- 14.10 The Customer shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.
- 14.11 Unless otherwise agreed, necessary transport of the Product or parts thereof to and from Sepagrip in connection with the remedying of defects for which Sepagrip is liable shall be at the risk and expense of Sepagrip. The Customer shall follow Sepagrip's instructions regarding such

transport. Unless otherwise agreed, the Customer shall bear any additional costs which Sepagrip incurs for remedying the defect caused by the Product being located in a place other than the destination stated at the formation of the Contract for Sepagrip's delivery to the Customer or – if no destination has been stated – the place of delivery.

- 14.12 If the Customer has given such notice as mentioned in article 14.6 and no defect is found for which Sepagrip is liable, Sepagrip shall be entitled to compensation for the costs he incurs as a result of the notice.
- 14.13 If Sepagrip does not fulfil its obligations under article 14.9, the Customer may by written notice fix a final reasonable period for completion of Sepagrip's obligations.
- 14.14 The aforementioned warranty obligations shall not apply to defects or damages which have been caused for the following reasons:
- a. Improper or incorrect use by the customer or third parties
 - b. Faulty assembly or commissioning by the customer or third parties
 - c. Use of spare parts not purchased via Sepagrip
 - d. Improper maintenance
 - e. Repair by the customer or third parties
 - f. Use of unsuitable materials
 - g. Use of the machine/equipment in relation to mediums, substances or mixtures that deviate from the contractually agreed scope of use
 - h. Corrosion, erosion, normal wear and tear or in relation to any parts which are naturally subject to heavy wear or which have a reduced lifetime due to their nature.
- 14.15 Defects of Title
 If the use of the Product(s) leads to the violation of intellectual or industrial property rights in the country of use, Sepagrip shall, in principle and at its own expense, grant the Customer the right to further use or modify the Products in a manner acceptable to the Customer so as to rectify the violation of these property rights. If this is not possible subject to economically appropriate conditions or within an appropriate time frame, the Customer shall be entitled to withdraw from the Agreement. Under these conditions, Sepagrip shall also be entitled to withdraw from the Agreement.
 The obligations of Sepagrip specified in this article 14.15 of these conditions shall apply subject to article 16 Liability in a case of infringement of an intellectual or industrial property right. They only shall apply if:
- a. the Customer informs Sepagrip without delay of any alleged violations of property rights,
 - b. the Customer supports Sepagrip to an appropriate extent in defending against the asserted claims or enables Sepagrip to carry out the above-mentioned modification measures;
 - c. Sepagrip reserves all defensive measures, including extra-judicial regulations;
 - d. the defect of title is not based on an instruction from the Customer and
 - e. the legal violation was not caused by the Customer altering the machine/equipment on its own initiative or using it in a manner contrary to the Agreement.
- 14.16 Save as stipulated in articles 14.1-14.16, Sepagrip shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of Sepagrip's liability as stipulated in article 16 shall not apply if it has been guilty of gross negligence.

Article 15. Warranty period / non-conformity of Products

- 15.1 Sepagrip grants the following warranties with respect to the Products **twelve months** starting from the notification of Sepagrip that the Products are ready for shipment. These warranties are the same warranties given by the manufacturer. Any warranty shall always be limited to design, manufacturing faults or faults in the material.
- 15.2 The Customer shall provide its users with the (safety) instructions in relation to (a normal and safe use of) the Products, including but not limited to the safety instructions provided by Sepagrip.
- 15.3 The Customer shall comply with all local laws, orders, regulations, directions, restrictions, or limitations relating to the (re)sale of the Products, to product liability and with any safety standards recommended by the government agencies in the place of (re)sale by the Customer.

- 15.4 The Customer shall bear the burden of proof that the Products have become defective within the warranty period and have been reported to Sepagrip in a timely manner as stipulated in article 14.

Article 16. Liability

- 16.1 Should it be established – at law or otherwise – that Sepagrip is liable to the Customer for damages suffered in connection with the Agreement, or arising from a wrongful act, or on any other basis, the total aggregate liability, including any payment obligation pursuant to article 6:230 Dutch Civil Code and/or article 6:271 Dutch Civil Code, shall be limited as stipulated in these provisions:
- a. Sepagrip shall never be liable for damages arising from Sepagrip's use of any incorrect details/files/materials/devices and information provided by or on behalf of Customer;
 - b. Sepagrip shall never be liable for indirect damages, including but not limited to any lost profits, lost income, lost turnover, lost savings, consequential losses and damages, stagnation of commercial activities and reputational damages caused to the Customer or third parties;
 - c. Sepagrip shall not be liable towards Customer for any direct or indirect damages or any disadvantage arising from or in connection with the delivery of the Products or the method of delivery;
 - d. Sepagrip shall never be liable for damages arising from incorrect use of the Product(s), use not in accordance with the user manual/ documentation provided by Sepagrip or usage other in any way other than the intended use;
 - e. Sepagrip shall never be liable for the deterioration of the Product(s) as a result of faulty storage, operation, use or maintenance by the Customer or a third party or normal wear or tear of the Product(s);
 - f. Sepagrip shall never be liable for damages arising from advice given. Advice shall always be provided on the basis of the facts and circumstances known to Sepagrip and in mutual consultation, for which the intention of the Customer shall always serve as a starting point;
 - g. Sepagrip's liability, including any payment obligation under an obligation to undo and any payment obligation under article 6:230 Dutch Civil Code, to Customer shall never exceed the agreed on price of the delivered Products which relate to the event giving rise to the damages and is at all times limited to the amount awarded by Sepagrip's liability insurance in a particular case;
 - h. in the event that Sepagrip's liability insurance does not cover and award a claim – for whatever reason – Sepagrip's liability, including any payment obligation under article 6:230 Dutch Civil Code and/or article 6:271 Dutch Civil Code, shall at all times be limited to 50% of the order value of the Offer/ Order to which the claim relates.
- 16.2 The limitation of liability of article 16.1 does not apply in case of intent or deliberate recklessness of Sepagrip and/or its (statutory) director(s).
- 16.3 The liability for damages, of any nature, always ends when the Customer sells the delivered Products on to a third party, unless otherwise agreed in writing.
- 16.4 Damages for which Sepagrip can be held liable should be reported to Sepagrip in writing and without delay but always within 10 calendar days after the occurrence of said damages, at the risk of such a claim lapsing ('*verval van recht*'). In the case of a delay, the expiry period is extended to 30 calendar days. The expiry period does not apply when the Customer can demonstrate that the damages could not be reported sooner for good reason.
- 16.5 Without prejudice to the other articles in these General Terms and Conditions, any liability claim against Sepagrip lapses within 12 (twelve) months upon the Customer becoming aware of or should reasonably be assumed to have become aware of the fact from which the damage arise.

Article 17. Indemnification

- 17.1 The Customer is liable for all damages, losses, costs and expenses which Sepagrip or any third party may suffer resulting from or in connection with Customer's failing in the performance of the

- Agreement, irrespective of whether the damages were caused by Customer, its staff or another (legal) person or object for which Customer is liable by law. The Customer shall at its own expense fully indemnify and hold harmless Sepagrip, its affiliated companies and any third party, against the damages, losses, costs and expenses as stated in this article.
- 17.2 In the event that Sepagrip is confronted with a claim and/or litigation as stated in article 17.1, it shall have the right to defend the matter through counsel of its own and at the entire cost of the Customer, for which the reimbursement rules of article 17.3 shall apply.
- 17.3 In the event that Sepagrip has to pay and/or incur the damages, expenses, losses and/or legal costs, as stated in article 17.1, Sepagrip shall have the right to demand that any and all invoices be sent to Customer directly and paid by Customer and/or to have Customer pay an advance to Sepagrip, and/or to implead Customer in court proceedings.
- 17.4 Sepagrip shall have the right, at its sole discretion, to settle any charge, claim or litigation brought against Sepagrip and/or third parties.
- 17.5 The Parties shall each provide to the other all available information as may be reasonably necessary to defend a charge, claim or litigation. Should Sepagrip be addressed by third parties in relation to this article, Customer shall be obligated to assist Sepagrip both in legal and other proceedings and promptly do all that may be expected of it in such a situation and in the event of claims brought with respect to article 17.1.
- 17.6 Customer will provide adequate insurance to cover for its performance under this article. The Customer is obligated to demonstrate its compliance with this obligation immediately on request of Sepagrip. The Customer shall always bear the cost of any policy excess. Should the Customer be able to claim insurance coverage of its liability towards Sepagrip, Customer must ensure that any insurance payments be made out to Sepagrip directly. Any insurance payment to Sepagrip based on an insurance agreement taken out by Customer does not impair Sepagrip's right to claim damages from Customer, to the extent that these exceed the insurance payment.
- 17.7 Customer is obligated to make every effort to limit the damages.
- 17.8 Should the Customer fail to take adequate measures to limit the damages, Sepagrip is entitled, without notice of default, to take these measures itself. Any subsequent costs and damages arising on the part of Sepagrip and third parties, will be wholly at expense and risks of the Customer.

Article 18. Force Majeure ('overmacht')

- 18.1 Sepagrip is not obligated to fulfil any obligations should it be hindered in doing so by circumstances not arising from gross negligence or intent on the part of the party claiming under these circumstances, and which are not attributable to Sepagrip by virtue of the law, legal act or according to generally accepted standards, as stated in article 6:75 of the Dutch Civil Code.
- 18.2 In these General Terms and Conditions, force majeure ('overmacht') on the side of Sepagrip includes besides the contents of the statutory law and case law, all external causes, whether anticipated or not, that are beyond Sepagrip's control, yet render Sepagrip unable to fully or partially or timely fulfill its obligations, such including (but not limited to): strikes in Sepagrip's company, an epidemic or pandemic, government measures imposed as a result of or in relation to an epidemic or pandemic, situation of war or danger thereof, government measures, transport strikes, traffic congestion, traffic circumstances, theft, fire, import/export barriers and/or trade barriers, power failures and delays in or non-fulfillment of the obligation to supply of goods by the manufacturer and/or other third-party suppliers.
- 18.3 Sepagrip is also entitled to invoke force majeure if the circumstances which prevent (further) fulfilment occur after Sepagrip should have fulfilled its obligations.
- 18.4 Sepagrip may suspend its obligations arising from the Agreement during the period that the force majeure continues. Should the force majeure exceed a period of 3 (three) months, both Parties will be entitled to terminate ('opzeggen') the Agreement, without obligation to pay damages to the other party.
- 18.5 Sepagrip may separately invoice components of the obligations arising from the Agreement which it has fulfilled or which will be fulfilled and which represent a certain independent value at the time the force majeure occurs. The Customer is obligated to pay this invoice as if it represented a separate Agreement.

Article 19. Intellectual Property rights

- 19.1 Customer may not make alterations to the Products unless the nature of the Products indicates otherwise or otherwise agreed on in writing.
- 19.2 All intellectual and industrial property rights, including – but not limited to – any copyright, registered and unregistered trademarks and registered and unregistered design and database rights, trade name rights and patent rights, domain names, which originate from or were used for the purpose of the performance of the Agreement or which were included in the Products and/or Services, including – but not limited to – products, production processes, applications, drafts, designs, drawings, inventions, models, techniques, works, procedures, outcomes, creations, presentations, computer programs, knowhow, data collection and other knowledge gained, are exclusively vested in Sepagrip and the Customer may not use the aforementioned intellectual property rights of Sepagrip, unless otherwise explicitly agreed beforehand in writing.
- 19.3 Customer guarantees that it will not infringe on any intellectual property rights of Sepagrip, as stated in article 19.2. and Customer will indemnify Sepagrip and any third parties/parties for any damages, losses sustained or costs suffered in the event of an infringement of the intellectual property rights of Sepagrip and/or of third parties, the latter begin the case in the event that Sepagrip (sub)licenses intellectual property rights of third parties. Therefore, these intellectual and industrial property rights may not be copied, made public or be disclosed to third parties by Customer without the express prior permission by Sepagrip, unless the nature of the issued documents requires otherwise. The same applies to the use of any trade name or brand of Sepagrip, nor any words, images, or symbols which imply Sepagrip's involvement or consent with any Written or verbal advertising or presentation, a plan prepared by Sepagrip, advice, brochure, newsletter, instruction material and/or videos, or other published material, including that on the Website.
- 19.4 The delivery of Products by Sepagrip to Customer pursuant an Agreement shall never imply any transfer of intellectual or industrial ownership to Customer.
- 19.5 The Customer is not permitted to remove or change any indication with regard to copyrights, brands, trade names or other intellectual or industrial rights of the Products delivered by Sepagrip or to remove or alter any of their accompanying materials.
- 19.6 The Customer shall fully respect all intellectual and industrial property rights of Sepagrip at all times and never to lay claim to the intellectual property rights accruing to Sepagrip.
- 19.7 Sepagrip reserves the right to use the knowledge gained in the performance of the activities for other purposes, to the extent that no confidential information is disclosed to third parties.

Article 20. Confidentiality

- 20.1 Both Parties have a duty to maintain confidentiality regarding any information of which Parties know or reasonably could assume to be of a confidential nature.
- 20.2 Both during and after the Agreement, Parties shall treat all information they have received for the purpose of the Agreement confidentially and not disclose this information to any third parties, other than as necessary for the performance of the Agreement, nor use it for any other purposes than the performance of the aforementioned Agreement. Parties shall consistently impose the obligations arising from this article on its employees and third parties involved in the performance of the Agreement.
- 20.3 Should the Customer be in breach of the terms of article 20.2, the Customer, without any notice of default being required, will owe to Sepagrip an immediately payable penalty - not eligible for setoff - of € 50.000,- (in words: fifty thousand euro), as well as of € 2.500,- (in words: twenty-five hundred euro) for each day or half-day that the breach on the side of Customer continues, without prejudice to Sepagrip's right to claim compensation of its damages and/or the fulfilment of the provisions in this article.

Article 21. Transfer of Rights and Obligations

- 21.1 The Customer is not entitled to assign, subcontract, sell or transfer the rights and/or obligations arising from the Agreement to a third party. This article excludes the assignment or transfer of the Sepagrip's rights to claim (within the meaning of article 3:83(2) of the Dutch Civil Code).
- 21.2 Sepagrip is entitled to fully or partially assign, sell or transfer the rights and/or obligations arising from the Agreement to (a) third party/parties and may sell its claims to payment to a third party without prior Written consent from Customer being required. Customer shall cooperate to the fullest extent possible regarding the assignment, sale or transfer of said rights and/or obligations, without being able to impose any further conditions on this transfer. By signing the Agreement, the Customer gives its express consent to such assignment, sale or transfer of said rights and/or obligations.

Article 22. Applicable Law and Jurisdiction

- 22.1 The district court of Haarlem will have exclusive jurisdiction to deal in first instance with any and all disputes with regard to the performance and/or the execution of the General Terms and Conditions, the Agreement, the transactions contemplated hereby and thereby, (including disputes with regard to the existence and validity of the General Terms and Conditions, the Agreement and the transactions contemplated hereby and thereby), whether in contract or tort, and including any disputes relating thereto. Parties shall have the right to use legal remedies against a judgment of said court. The district court of Haarlem will also have exclusive competence to deal with interim relief proceedings.
- 22.2 These General Terms and Conditions and the Agreement and any claims and/or disputes based upon, arising out of or relating to the General Terms and Conditions, the Agreement and/or transactions contemplated hereby and thereby (including disputes with regard to the validity of the General Terms and Conditions, the Agreement and the transactions contemplated hereby and thereby), shall be exclusively governed by, and construed in accordance with, Dutch law. This is the case even when the performance of an obligation is executed fully or partially outside of the Netherlands or when a party to the legal relationship resides outside of the Netherlands. The applicability of the Vienna Sales Convention 1980 (CISG) is explicitly excluded.
