

General terms and conditions Henkelman BV

Location: Titaniumlaan 10, 5221 CK 's-Hertogenbosch

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Article 1.: Applicability

1.1 These conditions apply to all offers made by Henkelman BV, to all agreements it enters into and to all agreements resulting from this.

1.2 Henkelman BV is referred to as the Contractor. The other party is referred to as the Client.

1.3 In the event of a conflict between the content of the agreement concluded between the Client and the Contractor and these terms and conditions, the provisions of the agreement will take precedent. These general terms and conditions apply to all contractual agreements that have not been explicitly specified by the parties in the agreement. Should any provision in these general terms and conditions become invalid or void, the provision in question shall be interpreted in the same spirit, or at least in a manner that is valid and corresponds to it as closely as possible.

Article 2.: Offers

2.1 All offers are without obligation. The Contractor has the right to revoke his offer up to two working days after he has received confirmation of acceptance.

2.2 If the Client provides information to the Contractor, the Contractor may assume that it is correct and complete and will use it to compile an offer.

2.3 The prices stated in the offer are expressed in euros, excluding sales tax and other government levies or taxes. The prices are also exclusive of travel, accommodation, packaging, storage and transport costs as well as costs for loading, unloading and cooperating with customs requirements.

Article 3.: Confidentiality

3.1 All information provided by or on behalf of the Contractor to the Client (such as offers, designs, images, drawings and expertise) of whatever nature and in whatever form, are confidential and will not be used by the Client for any purpose other than the execution of the agreement.

3.2 The information referred to in paragraph 1 of this article will not be made public or reproduced by the Client.

3.3 If the Client violates one of the obligations referred to in paragraphs 1 and 2 of this article, he shall owe an immediately claimable fine of €25,000 per violation. This fine may be claimed in addition to damages under the law.

The Client must return or destroy the information referred to in paragraph 1 of this article upon first request, within a period set by the Contractor, at the Contractor's discretion. In the event of a violation of this provision, the Client shall owe the Contractor an immediately payable fine of €1000 per day. This fine may be claimed in addition to damages under the law.

Article 4.: Advice and information provided

4.1 The Client cannot derive any rights from advice and information given by the Contractor that does not directly relate to the assignment.

4.2 The Client shall indemnify the Contractor against any third-party claim relating to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of the Client. The Client shall reimburse all damages suffered by the Contractor, including all costs incurred for defending against these claims. In addition, all legal costs and collection costs, as stated by the Contractor, shall be borne by the Client.

Article 5.: Delivery date / completion period

5.1 A specified delivery date or completion period is indicative.

5.2 The delivery time or completion period only commences when agreement has been reached on all commercial and technical details, all information, including final and approved drawings and the like are in the possession of the Contractor, the agreed (term) payment has been received and the other conditions for the completion of the order have been met.

5.3 If there are:

- a. circumstances other than those known to the Contractor when he specified the delivery date or completion period, the delivery date or completion period will be extended by the time that the Contractor, taking into account his planning, needs to carry out the assignment under these altered circumstances;
- b. additional works required, the delivery date or completion period will be extended by the time that the Contractor, taking into account his planning, needs to (have) the materials and parts delivered for this and to carry out the additional work;
- c. obligations suspended by the Contractor, the delivery date or completion period will be extended by the time that he, taking into account his planning, needs to execute the order after the reason for the suspension has ceased to exist. Unless the Client provides proof to the contrary, the duration of the extension of the delivery date or completion period is presumed to be necessary and to be the result of a situation as referred to above under a to c.

5.4 The Client is obliged to pay all costs incurred by the Contractor or damages suffered by the Contractor as a result of a delay in the delivery date or implementation period, as stated in paragraph 3 of this article.

5.5 Exceeding the delivery time or completion period does not in any case entitle the Client to compensation or the right to terminate the agreement. The Client indemnifies the Contractor against any claims from third parties as a result of exceeding the delivery date or completion period.

Article 6.: Delivery and transfer of risk

6.1 Delivery is deemed to have taken place when the Contractor makes the item available to the Client at his business location. From that moment on, the Client bears, among other things, the risk of storage, loading, transport and unloading of the item.

6.2 Client and Contractor may agree that the Contractor will arrange for transport. The risk of, among other things, storage, loading, transport and unloading also rests with Client in that case. The Client must secure sufficient insurance against these risks.

6.3 If the trading-in of an item has been agreed and the Client retains the item to be traded-in pending delivery of the new item, the risk of the item to be traded remains with the Client until the moment that he has placed it in the possession of the Contractor. If the Client cannot deliver the item to be traded in the condition in which it was when the agreement was made, the Contractor may terminate the agreement.

Article 7.:Price changes

The Contractor may pass on to the Client an increase in cost-determining factors that occurred after the conclusion of the agreement. The Client is obliged to pay the price increase at the first request of the Contractor.

Article 8.:Force majeure

8.1 The Contractor cannot be held liable for any failure to fulfil its obligations if this failure is the result of force majeure.

8.2 Force majeure is understood to mean, among other things, the circumstance that third parties engaged by the Contractor, such as suppliers, subcontractors and transporters, or other parties on which the Contractor is dependent, do not or do not timely fulfil their obligations, as a result of, among other things, weather conditions, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, roadblocks, strikes or work stoppages and import or trade restrictions imposed by the government, including restrictive measures or 'sanctions' announced by the European Union (Article 21, paragraph 2, EU Treaty) and/or other international organizations and governments. Unless otherwise agreed, the Client cannot rely on the circumstances mentioned in this article. See also article 20.

8.3 The Contractor shall have the right to suspend the fulfillment of its obligations if it is temporarily prevented from fulfilling its obligations to the Client due to force majeure. Once the force majeure situation has ceased, the Contractor shall fulfill its obligations as soon as its planning permits.

8.4 If the compliance with the agreement is or becomes permanently impossible due to force majeure, or if the temporary force majeure situation has lasted for more than six months, the Contractor is entitled to terminate the agreement with immediate effect in whole or in part. In such cases, the Client is entitled to terminate the agreement with immediate effect, but only for that part of the obligations that have not yet been fulfilled by the Contractor.

8.5 The parties are not entitled to compensation for any damage suffered or to be suffered as a result of force majeure, suspension or cancellation within the meaning of this article.

Article 9.:Scope of the work

9.1 The Client must ensure that all permits, exemptions and other obligations that are necessary to carry out the work are obtained in a timely manner. The Client is obliged to send a copy of the aforementioned documents to the Contractor at their first request.

9.2 Unless otherwise agreed in writing, the work does not include;

- a. the realization of connections for gas, water, electricity, internet or other infrastructural facilities;
- b. measures taken to prevent or limit damage to, theft or loss of items present at or near the workplace;
- c. the removal of materials, building materials or waste;
- d. vertical and horizontal transport;

Article 10.:Additional work

10.1 Changes to the agreed work will result in additional work if:

- a. there is a change in the design, specifications or scope;
- b. the information provided by the Client does not correspond with reality;
- c. the estimated quantities deviate by more than 5%.

10.2 Additional work will be calculated based on the price-determining factors that apply at the time the additional work is performed. The Client is obliged to pay the price of the additional work at the first request of the Contractor.

Article 11.:Execution of the work

11.1 The Client shall ensure that the Contractor can perform his work undisturbed and at the agreed time and that he has access to the necessary facilities when performing his work, such as:

- a. gas, water, electricity and internet;
- b. heating;
- c. lockable dry storage space;
- d. provisions prescribed under the Working Conditions Act and regulations.

11.2 The Client shall bear the risk and be liable for damage to and theft or loss of property belonging to the Contractor, the Client and third parties, such as tools, materials intended for the work or equipment used in the work, which are located at or near the place where the work is carried out or at another agreed location.

11.3 Without prejudice to the provisions of paragraph 2 of this article, the Client is obliged to take out adequate insurance against the risks mentioned in that paragraph. Furthermore, the Client must ensure that the work risk of the equipment to be used is insured. The Client must send the Contractor a copy of the relevant insurance(s) and proof of payment of the premium(s) at the first request. If damage occurs, the Client is obliged to report this to his insurer without delay for further processing and settlement.

Article 12.:Completion of the work

12.1 The work is considered to have been completed in the following cases:

- a. when the Client has approved the work;
- b. when the work has been put into use by the Client. If the Client puts part of the work into use, that part is considered to have been approved;
- c. if the Contractor has notified the Client in writing that the work has been completed and the Client has not notified the Contractor in writing within 14 days after the date of notification that the work has not been approved;
- d. if the Client does not approve the work on the grounds of minor defects or missing parts that can be repaired or delivered within 30 days and that do not prevent the work from being put into use.

12.2 If the Client does not approve the work, he is obliged to notify the Contractor of this in writing, stating the reasons. The Client must give the Contractor the opportunity to deliver the work at a later date.

12.3 The Client shall indemnify the Contractor against claims made by third parties for damage to undelivered parts of the work caused by the use of parts of the work that have already been delivered.

Article 13.:Liability

13.1 In the event of an attributable shortcoming, the Contractor is obliged to fulfil his contractual obligations, taking into account Article 14.

13.2 The obligation of the Contractor to compensate for damage on any grounds whatsoever is limited to the damage against which the Contractor is insured under an insurance policy taken out by or on behalf of the Contractor. However, the scope of this obligation is never greater than the amount paid out under this insurance in the relevant case.

13.3 If the Contractor, for whatever reason, cannot invoke paragraph 2 of this article, the obligation to compensate for damages is limited to a maximum of 10% of the total order amount (excluding VAT). If the agreement consists of components or partial deliveries, this obligation is limited to a maximum of 10% (excluding VAT) of the order amount of that component or partial delivery. In the case of continuing agreements, the obligation to compensate for damages is limited to a maximum of 10% (excluding VAT) of the order amount owed over the last twelve months prior to the event that caused the damage.

13.4 Not eligible for reimbursement:

- a. consequential damage. Consequential damage includes stagnation damage, loss of production, loss of profit, fines, transport costs and travel and accommodation costs;
- b. supervisory damage. Supervisory damage includes damage caused by or during the execution of the work to items being worked on or to items located in the vicinity of the place where the work is being carried out;
- c. damage caused by intent or the deliberate recklessness of assistants or non-managerial subordinates of the Contractor. If possible, the Client can insure itself against this damage.

13.5 The Contractor is not obliged to compensate for damage to materials supplied by or on behalf of the Client as a result of improper processing.

13.6 The Client shall indemnify the Contractor against all claims by third parties for product liability as a result of a defect in a product that the Client has delivered to a third party and which the products or materials delivered by the Contractor are part of. The Client shall be obliged to compensate the Contractor for all damages suffered in this regard, including the (full) costs of defense. These costs also include the costs of experts and other advisors engaged by the Contractor.

Article 14.:Warranty and other claims

14.1 Unless otherwise agreed in writing, the Contractor guarantees the proper execution of the agreed performance for a period of six months after delivery, as further elaborated in the following articles.

14.2 If the parties have agreed on different warranty conditions, the provisions of this article shall apply without prejudice, unless they are in conflict with those different warranty conditions.

14.3 If the agreed result has not been properly achieved, the Contractor will decide within a reasonable period of time whether to rectify this or to credit the Client for a proportionate part of the order amount.

14.4 If the Contractor chooses to rectify the agreed result, he will determine the manner and time of execution himself. The Client must in all cases offer the Contractor the opportunity to do so. If the agreed result consisted (partly) of using materials supplied by the Client, the Client must supply new materials at his own expense and risk.

14.5 Components or materials that are to be repaired or replaced by the Contractor must be sent to him by the Client.

14.6 The Client shall be responsible for:

- a. all transport or shipping costs;
- b. costs of disassembly and assembly;
- c. travel and accommodation costs and travel hours.

14.7 The Contractor is only obliged to implement the guarantee if the Client has fulfilled all his obligations.

14.8

- a. The warranty does not apply to defects resulting from: normal wear and tear; improper use; lack of or incorrect maintenance; installation, assembly, modification or repair by the Client or by third parties; defects in or unsuitability of items originating from or chosen by the Client; defects in or unsuitability of materials or resources used by the Client.
- b. No warranty is given on: delivered items that were not new at the time of delivery; the inspection and repair the Client's items; components for which a factory warranty has been given.

14.9 The provisions in paragraphs 3 to 8 of this article apply accordingly to any claims by the Client on the grounds of default, non-conformity or any other basis whatsoever.

Article 15.:Duty of complaint

15.1 The Client can no longer invoke a defect in the performance if he has not submitted a complaint to the Contractor in writing about this within fourteen days after he discovered the defect or can reasonably have been expected to discover it.

15.2 The Client must submit complaints about the invoice to the Contractor in writing within the specified term of payment, under penalty of forfeiture of all rights. If the term of payment exceeds thirty days, the Client must have submitted a written complaint within thirty days after the invoice date.

Article 16.:Items not collected

16.1 The Client is obliged to take actual delivery of the item or items that are the subject of the agreement at the agreed location after the delivery date or completion period has expired.

16.2 The Client must in all aspects provide any cooperation necessary, free of charge, to enable the Contractor to make the agreed delivery.

16.3 Items not collected or accepted will be stored at the expense and risk of the Client.

16.4 In the event of a violation of the provisions in paragraph 1 or 2 of this article, the Client shall, after the Contractor has given notice of default, owe the Contractor a fine of € 250 per day for each violation, with a maximum of € 25,000. This fine may be claimed in addition to damages under the law.

Article 17.:Payment

17.1 Payment is to be made at the place of business of the Contractor or into an account to be designated by the Contractor.

17.2 Unless otherwise agreed, payment must be made within 30 days of the invoice date.

17.3 The right of the Client to offset its claims against the Contractor or to suspend the fulfillment of its obligations is excluded, unless the Contractor is granted a suspension of payments, is bankrupt or statutory debt restructuring applies to the Contractor.

17.4 Regardless of whether the Contractor has fully achieved the agreed result, everything that the Client owes or will owe him under the agreement is immediately due and payable if:

- a. a payment term has been exceeded. This term is always to be regarded as a so-called "definite" term;
- b. the Client does not meet his obligations under article 16;
- c. the bankruptcy or suspension of payment of the Client has been requested;
- d. the Client's assets or claims are seized;
- e. the Client (or business thereof) is dissolved or liquidated;
- f. the Client (natural person) requests to be admitted to the statutory debt restructuring system, is placed under guardianship or has died.

17.5 In the event of a delay in the payment of a sum of money, the Client shall owe the Contractor the statutory commercial amount of interest (Article 6:119a of the Dutch Civil Code) on that sum of money, commencing on the day following the day agreed as the final day of payment up to and including the day on which the Client has paid the sum of money. If the parties have not agreed on a final day of payment, the interest shall be due from 30 days after the due date. The statutory commercial amount of interest shall be at least 12% per year. If the statutory interest rate is higher, it will apply. When calculating interest, a part of a month shall be considered a full month. After the end of each year, the amount on which the interest is calculated shall be increased by the interest due for that year.

17.6 The Contractor is authorized to offset its debts to the Client with claims towards companies affiliated with Contractor. Furthermore, the Contractor is authorized to offset its claims to the

Client with debts that companies affiliated with Contractor have with the Client. Affiliated companies are understood to mean: all companies that belong to the same group, within the meaning of Article 2:24b BW and a participation within the meaning of Article 2:24c BW.

17.7 If payment has not been made on time, the Client owes the Contractor all extrajudicial (collection) costs with a minimum of €1500. These costs will be calculated based on the following table (principal sum including interest):

over the first €15,000 – €1500 is due.
over the excess up to €60,000 – 9%
over the excess up to €100,000 – 7%
over the previous amount from €100,000 – 5%
The actual extrajudicial costs incurred are due if they are higher than the above calculation.

17.8 If the Contractor is wholly or largely proven right in legal proceedings, all costs incurred by him in connection with these proceedings will be borne by the Client.

Article 18.: Securities

18.1 Regardless of the agreed payment conditions, the Client is obliged to provide sufficient security for payment at the first request of the Contractor, in the Contractor's opinion.

18.2 If the Client does not comply with this within the set period, he will immediately be in default. In that case, the Contractor has the right to terminate the agreement and recover his damages from the Client.

18.3 The Contractor remains the owner of delivered work/goods as long as the Client:

- a. has not fulfilled his obligations under any agreement with the Contractor;
- b. has not paid claims arising from the failure to comply with the above agreements, such as damages, fines, interest and costs.

18.4 As long as the delivered goods are subject to a retention of property, the Client may not encumber or alienate them outside of his normal business operations. This provision has effect under property law.

18.5 After the Contractor has invoked his right to retention of property, he may retrieve the delivered goods. The Client will provide all cooperation to this end.

18.6 If the Client has fulfilled his obligations after the goods have been delivered to him by the Contractor in accordance with the agreement, the right to retention of property with respect to these goods will come into force if the Client fails to fulfil his obligations under a subsequently concluded agreement.

18.7 The Contractor has a lien and a right to retention on all items that he has or will receive from the Client for whatever reason and for all claims that he has or may have on the Client.

Article 19.: Intellectual property rights

19.1 The Contractor shall be deemed to be the maker, designer or inventor of the works, models or inventions created within the framework of the agreement. The Contractor shall therefore have the exclusive right to apply for a patent, trademark or model.

19.2 When carrying out tasks relating to the agreement, the Contractor does not transfer any intellectual property rights to the Client.

19.3 If the service to be provided by the Contractor (also) includes of the production of computer software, the source code will not be provided to the Client. The Client will receive a non-exclusive, worldwide and perpetual user license to the computer software solely for the purpose of normal use and proper functioning of the item. The Client is not permitted to transfer the license or to issue a sub-license. In the event of sale of the item by the Client to a third

party, the license will automatically be transferred to the purchaser of the item.

19.4 The Contractor is not liable for any damage suffered by the Client as a result of an infringement of intellectual property rights of third parties. The Client indemnifies the Contractor against any claim by third parties with regard to an infringement of intellectual property rights.

Article 20.: Sanctioned countries

20.1 Henkelman BV acts in compliance with economic or financial sanctions, trade embargoes or any other similar measure imposed by the European Union, the United Nations Security Council, the US government, a US organization (such as the Office of Foreign Assets Control, the US State Department, the US Department of Commerce and the US Department of Treasury) or a similar authority ("sanction measures"), on natural persons, legal entities or countries, that are included in a sanctions list.

20.2 The Client is not permitted to supply the goods provided by Henkelman BV, in violation of sanctions, to natural persons, legal entities or countries included in a sanctions list. The Client indemnifies Henkelman BV against all claims from third parties due to actions in violation of the obligations included in the previous sentence.

Article 21.: Transfer of rights or obligations

The Client may not transfer or pledge any rights or obligations under any article of these general terms and conditions or the underlying agreement(s) except with the prior written consent of the Contractor. This provision has effect under property law.

Article 22.: Termination or cancellation of the agreement

22.1 The Client is not authorized to terminate or cancel the agreement, unless the Contractor agrees to this. If the Contractor agrees, the Client shall owe the Contractor an immediately payable compensation equal to the agreed price, minus the savings resulting from the termination for the Contractor. The compensation shall amount to at least 20% of the agreed price.

22.2 If the price is dependent on the actual costs to be incurred by the Contractor (based on cost-plus), the compensation referred to in the first paragraph of this article is estimated to be the sum of the costs, working hours and profit that the Contractor would have expected to have made over the entire assignment.

Article 23.: Applicable law and competent court

23.1 Dutch law applies.

23.2 The Vienna Sales Convention (C.I.S.G.) is not applicable, nor does any other international regulation the exclusion of which is permitted.

The Dutch civil court that has jurisdiction in the Contractor's place of business shall hear disputes. The Contractor may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.