

Standard Terms and Conditions
Version: 1 June 2018 – filed with the court of Gelderland
under number 25/2018

Clause 1 – General

- 1.1 In these standard terms and conditions (“Conditions”):
- **Supplier** means Rupro Beheer B.V. and all its subsidiaries and each user of these Conditions.
 - **Client** means each natural person or legal entity negotiating about the formation of a Contract with the Supplier or concluding a Contract with the Supplier on the delivery of Products.
 - **Contract** means a contract between the Client and the Supplier under which the Supplier supplies Products on whatever grounds.
 - **Products** mean items, services, user rights or advice in their widest sense, or a combination thereof.
 - **Writing** means in writing or electronically or both.
 - **Day** means a calendar day.
- 1.2 These Conditions apply to any offer, quotation, confirmation of an order, Contract and any related act or legal act on the part of the Supplier and the Client. In the event of contrariety between the Contract and the Conditions, the Contract prevails.
- 1.3 The Supplier rejects explicitly the application of the Client’s standard terms and conditions, by whatever name.
- 1.4 If one or more stipulations or a part of a stipulation in these Conditions is void or not applicable, the effect and validity of the other stipulations remain intact.
- 1.5 If the Supplier does not demand strict compliance with these Conditions, it does not lose, as a result, its right to demand strict compliance at a later date or in a different case.
- 1.6 If one or more stipulations of the Conditions are not consistent with the type of Contract to which the Conditions are declared to apply, the other stipulations of the Conditions remain in full force.
- 1.7 The Supplier has the right to unilaterally amend the Conditions, which amended Conditions take effect on the notified date and after the amended Conditions are sent to the Client.
- 1.8 Any departure from these Conditions and from the Contract is only valid if explicitly set out in Writing by the Supplier, or its authorized representative, and applies until the day on which the Supplier revokes it.

Clause 2 – The formation of a Contract

- 2.1 An offer, quotation, confirmation of an order and statements made by or on behalf of the Supplier are only addressed to the Client and may not be circulated; these documents form one single integral part and cannot be accepted in part; they are free from any obligation, even if they include time for acceptance, and they may be withdrawn by the Supplier at any time, even after acceptance by the Client. The information included in these documents only serves as reference and indication.
- 2.2 A Contract is only formed if both Parties conclude and sign a Contract in Writing or if the Supplier sends the Client a confirmation of order which then serves as an accurate and complete representation of the Contract concluded between the Supplier and the Client. A Contract is always subject to the Supplier obtaining confirmation that the Client has a good credit rating.
- 2.3 Article 6:227b(1) of the Dutch Civil Code does not apply.
- 2.4 A supplement or amendment of the Contract, including the applicable Conditions, is only valid if set out in Writing.

- 2.5 If a Contract is not concluded in Writing and a Written confirmation of order is not sent either, the parties are nevertheless bound if the Supplier starts with the execution of the Contract. In that case, the invoice is considered to be the buyer’s order and serves as the correct representation of the Contract between the Supplier and the Client.
- 2.6 Unless the Supplier explicitly states otherwise in Writing, a Product is delivered in a quality that is customary in the sector concerned and standard business practices as regards dimensions, numbers and units are considered to be agreed to.
- 2.7 If the Client does not accept an offer or a quotation from the Supplier, the Supplier has the right to charge the Client all the related expenses.
- 2.8 A Client does not have the right to cancel the Contract in whole or in part. If the Client nevertheless cancels the Contract in whole or in part, the Supplier continues to have the right to charge the amount at stake.

Clause 3 – Price and payment

- 3.1 The offered and contracted prices are expressed in euros and do not include VAT. Other expenses (including transport costs, technical costs, insurance costs) and the statutory taxes, duties and charges are not included in the price and are at the expense of the Client. The Client bears the foreign exchange risk in case of payment in a foreign currency.
- 3.2 The Supplier has the right to invoice at regular intervals.
- 3.3 The Supplier is authorized to adjust the contracted price in case of an increase in the cost of components on the basis of which the price is calculated. These components include, but are not limited to, raw materials, electricity and gas, products and services obtained from third parties, salaries, social insurance contributions and insurance premiums. The Supplier informs the Client of these price increases in Writing.
- 3.4 Payment must be made within a period of thirty (30) days starting on the day after the invoice date. A payment deadline is final. The Client must pay the invoiced amount without any deduction, discount or setoff and the Client does not have the right to suspend a payment obligation it has with respect to the Supplier.
- 3.5 The Supplier is always authorized to demand from the Client payment in advance or to demand any form of security, including but not limited to a right of pledge and a bank guarantee.
- 3.6 Apart from the statutory settlement methods, the Supplier is authorized to set off any claim on and debts owed to the Client against claims on and debts owed to Client’s affiliates.
- 3.7 If the payment term is exceeded, a discount provided to the Client is cancelled, the Client is immediately in default and any claim the Supplier has for whatever reason against the Client becomes immediately due and payable. In addition, the Client must pay an interest of 1.5% per month or part of a month on the outstanding amount for a period starting on the invoice’s due date and ending on the day of payment in full of the outstanding amount. In addition to this, any judicial and extrajudicial costs to collect the amount due in case of overdue payment are at the expense of the Client. The extrajudicial costs are set at 25% of the principal amount, VAT included, with a minimum amount of €250, without prejudice to the

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Supplier's right to demand compensation of the actual costs incurred should they be higher.

- 3.8 A complaint about an invoice must be submitted to the Supplier in Writing within a period of eight (8) days starting on the day after the invoice date. When this period has expired, a complaint will not be attended to and the Client forfeits its right to complain. A complaint does not prejudice the payment obligation.

Clause 4 – Delivery and delivery period

- 4.1 The Supplier delivers Ex Works (Incoterms 2010) at the Supplier's business address or at another place designated by the Supplier. Carriage by the Supplier is always at the risk and expense of the Client.
- 4.2 The Supplier is authorized to execute the Contract in different stages or deliveries.
- 4.3 An agreed delivery period is not to be considered as final. If a delivery period is exceeded or it becomes clear that a delivery period is to be exceeded, the Supplier notifies the Client on the estimated period with which the delivery period is extended, If a delivery period is exceeded, the Client does not have a right to compensation or dissolution, except in case of intent or gross negligence on the part of the Supplier.
- 4.4 If for the purpose of executing the Contract, the Supplier requires information or equipment that must be provided by the Client or performance of another obligation under the Contract that rests with the Client, the delivery period shall not commence before the day on which the Client has performed its obligations and has provided all the required information or equipment to the Supplier, or the delivery period shall be extended with a period equal to the duration of the delay in the performance of the obligation(s) by Client.
- 4.5 The Product is considered to be delivered by it being used as well as by it being signed for receipt by a person receiving the shipping document or order receipt.
- 4.6 If the Client fails to accept the Products or fails to accept them on time, the Client is in default without a notice of default. In that case, the Supplier has the right to store the Products at the risk and expense of the Client. The Client continues to be obliged under the Contract to pay the amounts due plus interest and costs by way of compensation.

Clause 5 – The execution of the Contract

- 5.1 The provision of services by the Supplier is to be regarded as a best-efforts obligation.
- 5.2 The Supplier only carries out maintenance work, servicing work and installation work that are explicitly agreed to in Writing. If there is no description of the work, the Supplier only carries out the work that is standard practice in the Supplier's sector. The Client must ensure, at its own expense, for all the other deliveries and work, such as those from electricians, carpenters, masons, painters, plasters, smiths and others.
- 5.3 For the execution of the Contract, the Supplier is authorized to contract out the work to a third party, also on behalf and at the expense of the Client. The Supplier is also authorized to terminate prematurely the Contract. If the Supplier has started with the execution of the Contract, it pays the Client the reasonable additional costs involved with the transition to a different supplier, except in case of

Force Majeure as referred to in clause 10 of these Conditions.

- 5.4 The Client must always supply the facilities, data and information that are necessary or useful for the execution of the Contract accurately and on time. The client guarantees that the data and information it has provided to the Supplier are correct, complete and reliable.
- 5.5 The Client is obliged to have on time in its possession all the permits, dispensations and other decisions that are required for the execution of the Contract.
- 5.6 Any additional costs incurred as a result of a breach on the part of the Client, including but not limited to a breach of clauses 4.4, 5.4 or 5.5, are charged to the Client.
- 5.7 The Client does not have the right to assign, in whole or in part, this Contract or the rights and obligations under this Contract to a third party without the prior Written permission of the Supplier.
- 5.8 The Supplier is obliged to comply with the current regulatory framework as regards sanctioned countries. Pursuant to this regulatory framework and specifically but not exclusively the national and international regulatory framework as referred to in article 2 of the Sanctions Act 1977, the Supplier does not deliver products or services to Clients established or active in countries that are included on the list of sanctioned countries, to which countries it is not permitted to effect delivery under article 3 or article 4 of the Sanctions Act 1977.
- 5.9 The Client is also prohibited from delivering on or reselling the products delivered by the Supplier despite the national and international regulatory framework referred to in the preceding subclause. The Supplier is not liable for the delivery or resale of the delivered products by the Client despite the applicable national and international regulatory framework.
- 5.10 The Supplier has the right to withdraw an offer, to refuse delivery and to terminate the Contract if the Supplier suspects as regards the products and services delivered or to be delivered that the Client does not or will not comply with the national and international regulatory framework related to the sanctioned countries as referred to in clauses 5.8 and 5.9.

Clause 6 – Lease and use conditions

- 6.1 In addition to the other stipulations in these Conditions, the following stipulations apply if the Products are leased or are otherwise made available to the Client for whatever reason.
- 6.2 Unless agreed to otherwise, the Client only has the right to use the Products or to cause the Products to be used in the Netherlands.
- 6.3 All the costs related to the transport and delivery, installation included, of the Products are at the expense of the Client.
- 6.4 The Client is obliged to make the necessary arrangements for the Products to be delivered ready for use. As evidence of the delivery of the Products, the Client must sign a document provided by the Supplier on which document the Client is also obliged to include and describe any defects in the Products.
- 6.5 The Client receives the leased Products on delivery and keeps them for the Supplier, who is the owner, in accordance with the stipulations of the Contract. The Parties assume that the Products are moveable items. The Client guarantees that these Products are not to be

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- attached in any manner whatsoever to any moveable or immoveable object in the sense that they would lose their independent structure as a result of accession, confusion or specification.
- 6.6 If a third party wants to exercise any right as regards the Products, the Client must notify immediately the Supplier and must also inform that third party, without any delay, of the Supplier's right of ownership.
- 6.7 The Client is not permitted to dispose of the Products or to create a right of pledge or another restricted right on the Products. The Client is not permitted to grant a third party the use, in whole or in part, of the Products on whichever grounds or to otherwise give up these Products or to assign its rights under this Contract to a third party without prior Written permission from the Supplier.
- 6.8 The Client guarantees expert use and supervision of the Products and undertakes with respect to the Supplier to use the Products with due care, according to their purpose, following the relevant instructions for use and any prevalent public regulations in that regard. The Client may not make or cause to be made any alterations, adjustments or additions to the Products.
- 6.9 The Supplier is not liable for any direct or indirect loss or damage caused by the Products, use of the Products by the Client, its staff or third parties as well as for any loss or damage resulting from defectiveness or unsuitability of the Products. The Client indemnifies the Supplier against any claims a third party may have in this regard.
- 6.10 The Client provides for coverage of the Products and the loss or damage referred to in clause 6.9 by taking out one or more insurance policies.
- 6.11 The Client bears the risk of any damage to or the partial loss or total loss of the Product. In the event of any damage, partial loss or total loss, the Client must notify this to the Supplier without any delay.
- 6.12 In the event of a total loss of the Products, the Contract is terminated with immediate effect and, notwithstanding the Supplier's other rights under this Contract, the Client must pay to the Supplier an immediately due and payable compensation equal to:
- a. the total amount of the rent instalments that are not yet outstanding which the Client would have to pay if the Contract had continued; plus
 - b. the residual value of the Products as at the end of the agreed lease period, calculated at the time when the Contract was concluded, which amount appears from the Supplier's records.
- 6.13 Regardless of the manner in which the Contract ends, with the exception of the instances referred to in clause 6.2, the Client must surrender without delay to the Supplier at its own risk and expense the Products, intact, ready for use and free from any damage, at the end of the Contract and at the location designated by the Supplier.

Clause 7 – Reservation of ownership

- 7.1 The ownership of the Products delivered to the Supplier will only then pass on to the Client after the Client has paid in full all that which the Client owes the Supplier under any agreement or otherwise.
- 7.2 If and for as long the Supplier is the owner of the Products, the Client does not have the right to sell it, lease or grant the use of it, the create a right of pledge on it or to encumber it otherwise, other than as part of its normal business operations.

- 7.3 The Supplier has the right to unhindered access to the Products it owns. The Client will fully cooperate with the Supplier in order to allow the Supplier to exercise its reservation of ownership included in clause 7.1 by repossessing the Products, including disassembling them if required.
- 7.4 If and for as long the Supplier is the owner of the Products, the Client immediately notifies the Supplier when the Products or a part of the Products is seized or is in danger of being seized or when a claim is made to these Products or part of the Products. The Client must also point out to the third party the rights of the Supplier, including its right of ownership.
- 7.5 The Client is obliged to insure and to keep insured the goods delivered to the Client under reservation of ownership against loss, damage and theft and to allow inspection of the policy documents at the immediate demand of the Supplier.

Clause 8 – Complaint and guarantee

- 8.1 A complaint as regards a visible defect (quantitative or qualitative) must be made, by registered letter stating the details, without delay after the detection of the defect but not later than eight (8) days after delivery of the Product at the risk of forfeiture. A complaint as regards an invisible defect must be made, by registered letter stating the details, without delay after the detection of the defect but not later than eight (8) days after the discovery of the defect at the risk of forfeiture.
- 8.2 Legal proceedings must be brought within a period of one (1) year after a timely complaint is made at the risk of forfeiture.
- 8.3 Notwithstanding the other restrictions included in these Conditions, the Supplier guarantees for a period of one (1) year after delivery that the Products it has delivered are sound, that the construction it has used is sound, and that the quality of the used or supplied materials for the construction is sound, on condition that the construction and the choice of the materials were determined by the Supplier; if the product was made by a third party, the Supplier's guarantee is limited to the guarantee issued by the third party to the Supplier.
- 8.4 Not covered by the guarantee are, in any event, the Products that are not new at the time of delivery and defects arising as a result of incorrect information provided by the Client, changes made to the Products by a third party, the processing of the Products, the incorrect operation, incorrect aftercare or incorrect maintenance of the Products, including no aftercare or no maintenance and including the materials, improper or non-standard use of the Products, incorrect storage, wear and tear and carelessness, overloading of the Products, parts, modifications, adjustments and additions made to the Products by another party than the Supplier prior to or after the Contract, an accident and any other event not involving the Products.
- 8.5 The Client may not derive any rights from the information and advice given by the Supplier that do not relate to the Contract or the Products.
- 8.6 The Supplier cannot be held liable for any defect caused by incorrect use of the Products or by acts, including in any event adjustments, modifications, assembly, repairs and transport of the Products, not carried out by the Supplier. The Supplier cannot be held liable either for any defects

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ensuing from an accident that cannot be attributed to the Supplier.

- 8.7 The Client will only have the right of complaint, replacement, compensation for loss or damage or any other right if there is a material deviation from the drawings, technical descriptions, pictures, colours, dimensions, weight specifications, materials specifications, numbers, timetables, route descriptions and so forth that are in Writing.
- 8.8 The Client accepts that the recommendations and simulations from the Supplier are based on assumptions and therefore that they only approximate reality. The Supplier is not liable for any loss or damage as a result of the reality diverging from one of the assumptions.
- 8.9 On condition that the complaint is made with good reason and in accordance with the stipulations of this clause, the Supplier may choose to either replace the Products against no cost in return of the Products that turned out to be defective or to repair the Products concerned against no cost. The Supplier reserves the right to deliver similar Products and to make use of new or used parts. The Supplier has fully discharged its guarantee obligations if it has provided one of the services referred to above.
- 8.10 If a complaint is not made for a good reason, the costs involved are at the expense of the Client.

Clause 9 - Liability

- 9.1 The Supplier is not liable for any loss or damage incurred by the Client or a third party, except insofar this loss or damage is a direct result of intent or deliberate recklessness on the part of the Supplier.
- 9.2 Notwithstanding the stipulation of the preceding subclause, the liability on the part of the Supplier with respect to the Client is always limited to the amount to be paid out under the liability insurance policies of the Supplier. If for whatever reason the insurer does not proceed with payment, the liability on the part of the Supplier is limited to the amount not exceeding 15% of the invoice amount related to that part of the Contract from which the liability arises.
- 9.3 The Supplier is not liable in any event for any indirect loss, such as consequential loss, loss to delay, loss of profits or loss of turnover.
- 9.4 The Client indemnifies the Supplier against any third-party claims that may be directly or indirectly related to the Products or the use of the Products and the Client compensates the Supplier for any damage or loss incurred by the Supplier on account of those claims.

Clause 10 – Force majeure event Supplier

- 10.1 If the Supplier is unable to meet its obligations with respect to the Client on account of a force majeure event, the period within which the Supplier must meet its obligations is extended. In addition to what is understood to be a force majeure event in the literature and case law, a force majeure event also means any situation beyond the control of the Supplier, such as but not limited to natural disasters, illness of the staff employed by the Supplier, strike actions, actions taken on the part of the government, machine failures or malfunctions, trade barriers, hindrances to transportation, not being able to purchase the necessary raw materials, semi-manufactured products, equipment,

fuel or transport, all this if such a situation occurs at a Supplier's business as well as at its own suppliers.

- 10.2 If the force majeure event continues for a period exceeding two months, both parties have the right to dissolve the Contract for that part of the Contract the Supplier had failed to fulfil.
- 10.3 The Client does not have a right to compensation in case of a force majeure event.

Clause 11 – Suspension and dissolution

- 11.1 If the Client fails to fulfil any of its obligations with respect to the Supplier or if the Supplier expects on reasonable grounds that the Client is going to fail to fulfil any of its obligations with respect to the Supplier, the Supplier has the right to suspend further performance of its obligations under the Contract through a notification in Writing without the Supplier being obliged to pay any compensation, this without prejudice to its other rights.
- 11.2 In the event that:
- the Client is to be declared bankrupt, is admitted to the statutory debt restructuring scheme for natural persons, applies for bankruptcy or suspension of payments or for admission to the statutory debt restructuring scheme for natural persons, assigns its assets or if the Client's assets or part of them are attached;
 - the Client is placed under guardianship or loses otherwise full or partial power of disposal of its assets;
 - the Client discontinues or transfers its business or a part thereof, including bringing its business into an existing company or into a company yet to be formed or to change its business objective;
 - the Client dies;
 - the Client fails to comply with any of its obligations under the law, the Contract or the Conditions properly, in full and on time;
- the Supplier has the right to terminate the Contract, in full or in part, with immediate effect without a notice of default or judicial intervention, through a notification in Writing without the Supplier being obliged to pay any compensation, this without prejudice to its other rights.

Clause 12 – Intellectual property

- 12.1 All the intellectual property rights as regards the Products are exclusively vested in the Supplier. If the Supplier develops one or more Products by order of the Client, the intellectual property rights of these newly developed Products are vested in the Supplier. The Client acknowledges these rights and guarantees that it will refrain from any infringement of these rights.
- 12.2 Exclusively for the term of the Contract, the Client acquires a non-exclusive, non-transferable and revocable user right, in terms of both contract law and property law, on these intellectual property rights solely for the purposes arising from the Contract and on condition of full performance of its obligations under the Contract and these Conditions. The Client is not permitted to issue a license or a sublicense of this user right to a third party, unless agreed to otherwise in Writing.
- 12.3 The Client is not permitted to reproduce, disclose or communicate to a third party the Products delivered by the Supplier without prior permission from the Supplier, unless

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insofar it is permitted to do so on the basis of the Contract's intended use.

- 12.4 If the object of the Contract concerns software or other computer programs of the Supplier ("Software"), it is stipulated, in addition to the above, that the Client may only use the Software made available to the Client in and for the benefit of the Client's own organisation in accordance with any license terms or other terms drawn up for that purpose. The Client is permitted to make one backup-copy of the Software and the Client is not permitted to reverse engineer the Software, unless the Client has the Supplier's Written permission for doing so.
- 12.5 The Supplier has the right to provide the Products with names, marks, figurative marks, encoding or other signs for the purpose of being able to trace the origin of the Product.
- 12.6 The Supplier indemnifies the Client against any claims on the Products delivered or provided by the Supplier as regards claims based on an infringement of intellectual property rights that are valid in the Netherlands, on condition that the Client (a) immediately notifies the Supplier of the existence and the contents of the legal action; and (b) leaves the entire process as regards that legal action to the Supplier, which may involve an out-of-court settlement. To that end, the Client will fully cooperate to effect the necessary formalities and, if it turns out to be necessary, to allow the Supplier to defend the legal action in the name of the Client. This indemnification obligation is extinguished if the infringement is related to any changes the Client has made in the Products or has caused these changes to be made, and also if the Client violates these Conditions.
- 12.7 If a court finds in a final judgment that the Products of the Supplier infringe an intellectual property right that belongs to a third party, or the Supplier considers it very likely that such an infringement has occurred, the Supplier will see to it, where possible, that the Client can continue to use the delivered or provided Products, for instance by modifying the infringing components or by acquiring the user right for the Client. If at the sole opinion of the Supplier it is impossible to ensure for the Client the continued use of the delivered Product or this is only possible in a manner that is unreasonably onerous for the Supplier in financial as well as in other terms, the Supplier repossess the delivered Products against crediting the acquisition costs less a reasonable user fee. The Supplier will only make such decision after consultation with the Client. Any other or far-reaching liability or indemnification obligation on the part of the Supplier on account of infringing third-party intellectual property rights is excluded.

Clause 13 – Nondisclosure

- 13.1 The Client and its internal and external staff as well as the companies contracted by the Client and their internal and external staff are obliged to maintain secrecy about all the information of which the Client knows or should reasonably have known that it concerns confidential information and only to use that information for the performance of the Contract.
- 13.2 Confidential information includes in any event: personal data, information that is traceable to the Supplier's other clients, processes and the Supplier's company information and the intellectual property and other rights made available by the Supplier and which form the basis of the

Products, such as designs, drafts, recommendations, simulations, models etc.

- 13.3 If the Client violates any stipulation in this clause, it must pay to the Supplier an immediately due and payable penalty of €250,000 for each violation and without an additional default notice being required, notwithstanding the right of the Supplier to demand full compensation.

Clause 14 – Disputes and applicable law

- 14.1 The laws of the Netherlands apply exclusively to these Conditions as well as the Contract. The applicability of the Vienna Sales Convention (CISG) is hereby explicitly excluded.
- 14.2 If in a legal action the court finds for the Supplier, any costs the Supplier has incurred in connection with that legal action are at the expense of the Client.
- 14.3 Any dispute that may arise in connection with the Contract or these Conditions must be submitted to the competent court for the Gelderland district, on condition that the Supplier has the right to bring legal action against the Client at other judicial authorities having jurisdiction to hear such legal actions.
