

Purchasing Conditions Sellon B.V.

Registered with the Chamber of Commerce under number 24256518 on 1 December 2018

Article 1 Definitions

In these Purchasing Conditions the following terms shall have the following meaning:

- 1.1 Contractor: Sellon B.V., user of these General Terms and Conditions.
- 1.2 Client: supplier and/or contractor counterparty of Sellon B.V.

Article 2 Applicability and General Information

- 2.1 The Supplier/Contractor and/or Contractor provides services or supplies that Sellon B.V. shall use to construct and/or carry out repair and maintenance work for his Customers. If the Supplier/Contractor/Contractor fails to correctly and timely deliver such supplies or services, this will negatively impact the quality of the entire construction and maintenance works. Therefore, a Supplier/Contractor/Contractor is obliged to act with all diligence and prudence that could reasonably be expected. Supplier/Contractor/Contractor shall particularly endeavour to provide Sellon B.V.s with all information that is necessary for the adequate performance of construction of maintenance works.
- 2.2 These Terms and Conditions of Purchase shall exclusively apply to all and any current and future deliveries and other services as well as for any offers and payments from and to Sellon B.V., even if no explicit reference is made.
- 2.3 Deviating terms and conditions of the Supplier/Contractor shall only be valid if Sellon B.V. expressly recognizes them in writing. If Sellon B.V. should refer to offer-related documents of the Supplier/Contractor in its purchase order, this does not imply acceptance or recognition of the Supplier/Contractor's terms and conditions.
- 2.4 If the Supplier/Contractor does not object to Sellon B.V.'s General Terms and Conditions of Purchase at the first opportunity, they shall be deemed accepted.

Article 3 Conclusion of the Agreement

- 3.1 The Supplier/Contractor shall verify that Sellon B.V.'s documents or orders are accurate and complete. Supplier/Contractor shall refrain from adjusting or changing any contractual arrangements because of inaccuracies to or incompleteness of Sellon B.V.'s documents or orders, without the prior explicit consent of Sellon B.V.
- 3.2 Supplier/Contractor shall confirm all orders in writing within three days, while stating the purchase price and the delivery time.
- 3.3 Amendments and adjustments of or supplementation to the contractual arrangements will only be valid if Sellon B.V. has confirmed them in writing.
- 3.4 In case of any divergences, the contents of the (original) order and its annexes as well as the contents of these Terms and Conditions of Purchase shall prevail.

Article 4 Packaging

- 4.1 The packaging shall be included in the purchase price. All damages resulting from inappropriate packaging shall be

borne by the Supplier/Contractor. The existing official regulations, especially the requirements for design and labelling of the packaging must be observed for the delivery of dangerous goods.

- 4.2 The scope of services shall also include handover of the clean and tidy installation site as well as disposal of installation and packaging materials and any other cleaning activities required.

Article 5 Documentation

5.1 All documents accompanying the Supplier/Contractor's services and supplies of a written, graphical or other nature are considered documentation, which serves to ensure that the Supplier/Contractor and Sellon B.V. can fulfil their obligations towards their contractual partners in a timely manner. Such documents relate to manufacturing, quality control, risk assessment, safety regulations, shipping, export, customs clearance, storage, installation, training, operation, repair, maintenance, procurement of spare parts, et cetera. The documentation to be delivered by the Supplier/Contractor shall be specified separately by Sellon B.V. and must be delivered to the location designated by Sellon B.V.

5.2 Documentation forms an integral part of the scope of supplies and services of the Supplier/Contractor. If the Supplier/Contractor does not deliver the documentation in due time and in line with the requirements of Sellon B.V. and the specified standards, directives etc., Sellon B.V. shall be entitled to claim a contractual penalty in accordance with point 6.8.

5.3 If a CE conformity declaration or a declaration of incorporation are required for the supplies or services, the Supplier/Contractor shall be responsible for supplying the CE declaration, providing Sellon B.V. with corresponding proof of this and providing Sellon B.V. with the required documentation in the language of Sellon B.V.'s customer (End Customer) and in English. The Supplier/Contractor shall bear liability for damage arising from errors in the translation.

5.4 Any drawings, tools, forms etc. that Sellon B.V. provides to the Supplier/Contractor shall remain the property of Sellon B.V. and may not be passed on to third parties and the Supplier/Contractor acknowledges that these materials are protected under copyright law exclusively and are the property of Sellon B.V. These materials must be returned to Sellon B.V. upon delivery or cancellation of the order.

Article 6 Deliveries and services, delays

6.1 The supplies and services must correspond to the most recent valid versions of the applicable laws, regulations, directives, standards, etc., in particular, the Supplier/Contractor must observe the provisions effective in the country of fulfilment.

6.2 The Supplier/Contractor confirms he has informed himself unequivocally and sufficiently of the project goal,

performance requirements, general conditions, as well as the scope and extent of this project and that it has fully taken this information into account in preparing the quotation.

6.3 Deliveries and shipments shall be made free of charge, at the cost and risk of the Supplier/Contractor, to Sellon B.V. or to the place of destination specified by Sellon B.V. (INCOTERMS 2010 – DDP). The Supplier/Contractor shall take out third-party liability insurance and transportation insurance, which must also include the unloading process. In addition, Sellon B.V. reserves the right to demand the submission of specific insurance confirmations from the Supplier/Contractor.

6.4 Each consignment shall include a delivery note indicating the exact contents. A copy of the shipping documents shall then be delivered to Sellon B.V.

6.5 In the event of missing or incomplete shipping documents or missing order data that require confirmation, Sellon B.V. reserves the right to refuse acceptance of the goods at the expense and risk of the Supplier/Contractor.

6.6 The Supplier/Contractor acknowledges that time is of the essence and hence compliance to the deadlines is essential for the fulfilment of the Contract. In consideration thereof, the Supplier/Contractor shall make every reasonable effort to mitigate any delays. As soon as a delay in the implementation of the schedule becomes evident to the Supplier/Contractor, the Supplier/Contractor shall inform Sellon B.V. immediately, without prejudice to any rights and claims on the part of Sellon B.V., and submit an updated schedule and an action plan for meeting the new deadlines.

6.7 Before the Supplier/Contractor delivers the scope of supplies and services, Sellon B.V. shall be entitled to perform a test involving the inspection or testing of these services at the Supplier/Contractor's facilities ("factory test").

6.8 If the Supplier/Contractor does not meet the agreed dates or deadlines, Sellon B.V. is entitled to impose upon the Supplier/Contractor a contractual penalty from the applicable date until the actual deliver date, of 0.5% per week for every calendar day that commences up to the actual date of delivery, with a maximum of 10% of the total purchase price, and to charge this amount to the Supplier/Contractor or deduct the amount from the Supplier/Contractor's invoice. The obligation to pay a contractual penalty neither releases the Supplier/Contractor from its obligation to supply goods and/or services under this Contract nor excludes the right of Sellon B.V. to assert further damages, nor restricts any other rights or remedies of Sellon B.V. available under this Contract or applicable law.

6.9 The costs of any export licences required for the supplies and services, in particular for export to the country of the End Customer, shall be borne by the Supplier/Contractor.

6.10 Sellon B.V. has the right to demand that the Supplier/Contractor discontinues further execution of the order at any time. In such a case, the Supplier/Contractor must inform Sellon B.V. about the consequences of the discontinuance and offer Sellon B.V. an adequate and efficient alternative. The Supplier/Contractor shall make no claims against Sellon B.V. for interruptions that last a maximum of 3 months.

Article 7 Acceptance

7.1 The testing, examination and acceptance procedures shall be carried out based on the procedures specified by Sellon B.V. under the conditions defined by Sellon B.V.

7.2 The Contract conformity of the supplies and services shall be verified in the performance test for the entire system. However, Sellon B.V. is entitled to perform additional special tests for checking the supplies and services. Any costs or expenses incurred by Sellon B.V. in terms of personnel, materials, operating resources etc. due to unsuccessful performance tests shall be borne by the Supplier/Contractor.

7.3 Should acceptance not be granted within an appropriate period of time for reasons which are the Supplier/Contractor's responsibility, Sellon B.V. is entitled to demand a contractual penalty as per point 6.8 or demand a price reduction or withdraw from the Contract without prejudice to claims for damages.

Article 8 Force majeure

8.1 The contractual parties shall be entitled to cease fulfilment of their contractual duties if such fulfilment is rendered impossible or unreasonably complicated through unforeseeable circumstances outside of the parties' control (force majeure). Force majeure shall mean any circumstance or event parties have no control over, whether or not foreseeable, as a result of which parties cannot comply with their obligations temporarily or permanently, including war, the threat of war, (natural) disasters, blockades, riots, strikes, government intervention, acts of God, damage or loss of raw materials, transport difficulties, fire and other industrial disturbances, delayed delivery by sub-suppliers and other reasons beyond our control. The contractual parties shall provide a statement to the respective other contractual party within three days of the onset of such circumstances, detailing the reason for the delay, the start date of the delay and, to the extent possible, the expected impact and length of the delay. All efforts shall be taken to overcome and reduce the difficulties encountered and any foreseeable damage. The other party shall be informed accordingly.

8.2 Deadlines or delivery dates that parties agreed upon will be prolonged with the term of the force majeure. If the force majeure ceases to exist, parties shall mutually agree upon new delivery dates or a new deadline.

8.3 Should the interruption last longer than

Purchasing Conditions Sellon B.V.

Registered with the Chamber of Commerce under number 24256518 on 1 December 2018

three months, Sellon B.V. shall be entitled to declare its withdrawal from the Contract, setting a deadline of 14 days. The services rendered by the Supplier/Contractor up to this point shall be charged according to the expenses already incurred. Neither contractual party shall be liable to the other party for the consequences of any ad-verse effects on the fulfilment of the Contract arising from force majeure.

Article 9 Price/terms of payment

- 9.1 For remuneration, the contractual parties agree upon a fixed price exclusive of VAT, which includes all expenditures of the Supplier/Contractor in connection with the fulfilment of the services or the delivery of the supplies, including any work or services performed prior to conclusion of the Contract. Sellon B.V. shall only bear such costs that are expressly stated in the corresponding contractual documents as the obligation of Sellon B.V. The terms and conditions as stipulated for the main order shall also apply to any expansions to the purchase order or to supplemental orders as well as to orders for spare parts and wear parts.
- 9.2 Sellon B.V. shall be entitled to offset any outstanding claims against any claims of the Supplier/Contractor, even for other projects, if the Supplier/Contractor does not fulfil his obligations in spite of being requested to do so and in spite of a reasonable grace period.
- 9.3 All payments shall be made within 30 days of receipt of the invoice with a 3% discount, or net within 60 days upon receipt of the invoice and after fulfilment of all requirements stated in the order. Generally, payments shall become due only after the Supplier/Contractor has submitted all required guarantees. Payments by Sellon B.V. shall not represent acceptance of the correctness of the delivery, documentation or services rendered, and thus does not represent a waiver by Sellon B.V. of his right to assert claims for non-performance on any legal grounds.
- 9.4 Upon submission of the invoice, the Supplier/Contractor shall provide Sellon B.V. with a performance guarantee or a guarantee for warranty obligations, which must be irrevocable and valid over the entire time period agreed and which the Supplier/Contractor shall provide at first request.

Article 10 Termination of the contract

- 10.1 Notwithstanding any other rights and measures under this contract or applicable laws, Sellon B.V. shall, by notifying the Supplier/Contractor in writing, and upon setting a grace period of no more than 14 days, be entitled to withdraw from the Contract, if the Supplier/Contractor has committed a serious breach of Contract. In particular, if the Supplier/Contractor imputably fails to perform or continue the contractually agreed services, if defects and defectiveness are not repaired despite granting a grace period or the

- Supplier/Contractor is in default for an extended period of time, if the Supplier/Contractor should refuse fulfilment of the contract. Sellon B.V. shall invoice the Supplier/Contractor for any resulting costs or expenses incurred.
- 10.2 Alternatively, Sellon B.V. shall have the right to carry out substitute performance at the expense and risk of the Supplier/Contractor following one written request to the Supplier/Contractor and setting a grace period of 14 days (from receipt of the notice), or immediately in the case of imminent danger.
- 10.3 Sellon B.V. shall be entitled to terminate the contract at any time, in whole or in part, without cause and subject to a grace period of no more than fourteen (14) days. Sellon B.V., shall in this case, pay the Supplier/Contractor for supplies and services already rendered, as well as all proven costs incurred by the Supplier/Contractor that have been acknowledged by Sellon B.V. and that were incurred prior to the notice of contract termination being served. Upon receiving notice of contract termination, the Supplier/Contractor shall make every effort to keep the costs as low as possible. Sellon B.V. shall not assume any liability towards the Supplier/Contractor for any consequences of contract termination, particularly not for lost profit.

Article 11 Warranty

- 11.1 In addition to the expressly specified or otherwise explicitly or conclusively agreed upon characteristics, (in particular functionality, performance or generally required characteristics), the Supplier/Contractor represents and warrants that all supplies and services are delivered or performed with the necessary due diligence, skill and care and in accordance with the applicable laws, good industry standards and guidelines and the terms and conditions of this Contract. Furthermore, the Supplier/Contractor represents and warrants that the supplies and services shall be fit for its purpose and be free from defects in design, material and workmanship during the warranty period. In particular, the Supplier/Contractor shall ensure that the supplies and services are suitable for non-stop operation as part of a complete system under the operating conditions in effect at the place of installation, that it observes all standards and official regulations applicable at the place of installation, that the system remains available without interruption while meeting the relevant performance values, and that the system's design is in line with the state of the art.
- 11.2 The warranty period shall begin with the pre-acceptance of the system through Sellon B.V. and last a minimum of 24 months. The period shall be extended by any period in which the system or its individual components cannot be used. If parts are replaced or repaired, a new warranty period of the same length as for the initial delivery shall begin with the

- installation of the new part or completion of repairs. Sellon B.V. shall have no obligation to inspect and test the supplies and services of the Supplier/Contractor prior to any stipulated function and performance tests. Throughout the entire warranty period, the Supplier/Contractor shall bear the burden of proof for demonstrating that any defects are not their responsibility.
- 11.3 The Supplier/Contractor must remedy any defects that occur at the installation location of his supplies before or during the warranty period within the shortest possible time either by replacing or repairing the relevant item. Any costs for improvement and replacement as well as any necessary services and incidental costs such as transport, customs duties, assembly and disassembly shall be rendered or borne by the Supplier/Contractor. In the event of serial defects, even if the defect has not yet actually occurred in all components/subcomponents of the deliveries, the Supplier/Contractor must also replace components that are not defective at this point at its own expense.
- 11.4 If the Supplier/Contractor fails to remedy defects or errors immediately after receiving the first written request from Sellon B.V., Sellon B.V. may perform the remediation work itself or assign it to a third party; the costs shall be borne by the Supplier/Contractor.
- 11.5 The Supplier/Contractor guarantees that the spare parts package purchased by Sellon B.V. and deemed necessary by the Supplier/Contractor shall be fully sufficient for the warranty period under continuous operation of the Complete System by the End Customer. Spare parts already delivered and no longer usable due to a modification or amendment shall be replaced by the Supplier/Contractor free of charge.
- 11.6 The Supplier/Contractor guarantees the availability of spare and wear parts for the item delivered for at least 10 years following the expiry of the warranty period, and in any case for the lifetime of the Complete System. If important spare parts are removed from the product range of the Supplier/Contractor, Sellon B.V. must be notified in writing at least six months before the spare part is removed.

Article 12 Liability

- 12.1 The Supplier/Contractor shall be responsible and liable towards Sellon B.V. for all damages, cost and liabilities incurred by Sellon B.V. culpably caused by the Supplier/Contractor's or its vicarious agents' breach of the Contract and shall indemnify and hold Sellon B.V. harmless from and against any and all claims and liabilities asserted against Sellon B.V. due to an act or omission of the Supplier/Contractor.
- 12.2 The Supplier/Contractor undertakes to insure itself adequately against all risks arising from the liability under this contract, including but not limited to product liability and shall submit proof of

- this insurance to Sellon B.V. The Supplier/Contractor shall deliver the cover note upon signing the Contract. The insurance policies shall be maintained over the entire course of the project until the end of the warranty period.
- 12.3 The conclusion of an insurance policy shall not limit in any way the obligations and the liability of the Supplier/Contractor arising from this point.

Article 13 Confidentiality obligations / data protection

- 13.1 Trade and business secrets relating to the execution of the contract are to be treated as strictly confidential during the contractual relationship and following the termination, and no information, documents, documentation, drawings, sketches or other records may be passed on to third parties or otherwise made accessible without the express consent of Sellon B.V. Sellon B.V. shall likewise treat all documents of the Supplier/Contractor as confidential.
- 13.2 The Supplier/Contractor is aware that the unauthorized use or disclosure of information can cause irreparable damage to Sellon B.V. and can result in serious disadvantages for Sellon B.V. to an unknown extent. In the event of such an unauthorized use or disclosure by the Supplier/Contractor, it must pay a contractual penalty payment in the amount of € 100,000.- (in words: one-hundred thousand euros) per breach; the Supplier/Contractor acknowledges this amount as appropriate. To the extent that Sellon B.V. can prove that the actual damage is higher than the contractual penalty, the Supplier/Contractor is liable for all the damages. Moreover, Sellon B.V. also reserves the right to make use of any other available legal remedies. Furthermore, the Supplier/Contractor must immediately return all information provided.
- 13.3 Both parties to the Contract undertake to comply with all the current valid relevant data protection regulations, particularly the latest valid legislation for data protection in the European Union, i.e. the General Data Protection Regulation, as well as the corresponding applicable national implementing rules, and will impose this obligation if necessary on its business partners. If authorities require personal data, it may be provided to these authorities only and must subsequently continue to be carefully guarded by the contractual partner.
- 13.4 Sellon B.V., or a third party authorized by Sellon B.V., has the right to view the business premises of the Supplier/Contractor, in which the services pertaining to the subject of the Contract are carried out, during the normal business hours of the Supplier/Contractor and to convince itself of the compliance to the legal requirements and this agreement, especially the implementation of standards for quality management, environmental protection and safety, as well as data security and data protection

Purchasing Conditions Sellon B.V.

Registered with the Chamber of Commerce under number 24256518 on 1 December 2018

in the relevant areas. Such an examination can include checking internal guidelines, processes, procedures, books and other documents. The Supplier/Contractor shall support the audit within reason to achieve the respective purpose of the audit. This shall be carried out so that the examination does not unreasonably impede the Supplier/Contractor's daily business, or cause inappropriately high costs for the Supplier/Contractor

Article 14 Rights of use

- 14.1 For any software included in the scope of supplies and services of the Supplier/Contractor, Sellon B.V. receives an irrevocable, non-exclusive, transferable, temporarily, spatially and materially unrestricted right of use, which is included in the contract price.
- 14.2 At the request of Sellon B.V., the Supplier/Contractor undertakes to deposit the source code of the software to be delivered to Sellon B.V. with an institution stipulated by Sellon B.V. under the terms of Sellon B.V.

Article 15 Other provisions

- 15.1 The assumption of risk for and title to supplies and services rendered under this Contract shall remain with the Supplier/Contractor until pre-acceptance of all supplies and services, and shall pass to Sellon B.V. thereafter.
- 15.2 The Supplier/Contractor shall not commission third parties with the fulfilment of these services or elements thereof without the written consent of Sellon B.V. Sellon B.V. shall reserve the right to decline subcontractors, but not without providing justified reasons. The Supplier/Contractor shall in any case be liable towards Sellon B.V. for the supplies and services of its subcontractors under the same conditions as for its own supplies and services.
- 15.3 The Supplier/Contractor is responsible for the compliance with labour law requirements and any other applicable duties stipulated by law in respect of his employees or subcontractors, as well as for the technical and safety-related instruction of this employees and subcontractors.
- 15.4 The rights and duties arising from this Contract shall be passed on where appropriate to the legal successors of the corresponding contractual party. Sellon B.V. shall have the option of terminating this Contract with immediate effect after becoming aware of the Supplier/Contractor's legal succession.
- 15.5 The issuance of liens, rights of retention or other securities on parts ordered by Sellon B.V. and on supplies and services or elements thereof shall be excluded.

Article 16 Place of jurisdiction

- 16.1 This Contract is exclusively subject to the law of the Netherlands, to the exclusion of the conflict-of-law rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 Any disputes arising in connection with

or as a consequence of this Contract, and should these not be settled mutually within 30 days, the disputes shall be finally resolved in accordance with the rules of arbitration and conciliation of the International Court of Arbitration of the International Chamber of Commerce by one or more arbitrators nominated in accordance with this rule.

- 16.3 The contractual parties agree that Sellon B.V. shall also be entitled to assert claims against the Supplier/Contractor in the proper legal process under the Netherlands substantive law, instead of through an arbitration panel (under exclusion of the United Nations Convention on Contracts for the International Sale of Goods). Disputes will be heard exclusively by the competent court of domicile of Sellon B.V., or the district court in which the Supplier/Contractor is established, except to the extent that mandatory competency rules would preclude this choice.

Article 17 Severability clause

- 17.1 Sellon B.V. is entitled to change these Terms and Conditions of Purchase at any time, without prior notice.
- 17.2 Should provisions of this contract be or become invalid or unenforceable in part or in whole, or should this Contract contain an omission, this shall not affect the validity of the other provisions of this Contract. Ineffective or unenforceable provisions shall be replaced by the parties by valid or enforceable provisions that come as close as possible to the intended purpose and the intentions of the parties to the contract.
- 17.3 These Terms and Conditions of Purchase will also apply if Supplier/Contractor does not have his place of business in the Netherlands or if the Agreement is executed outside the Netherlands territory.
- 17.4 In the event of discrepancies between the Dutch text of these Terms and Conditions of Purchase and translations thereof, the Dutch text shall prevail.