

## GENERAL TERMS AND CONDITIONS OF DELIVERY

of the private company with limited liability Bioclimatic B.V., registered in the Trade Register of the Chamber of Commerce under number 28105093.

### Section I: General provisions

#### ARTICLE 1: SCOPE OF SECTION I

- 1.1. The provisions of Section I shall apply in/to any situation.

#### ARTICLE 2: DEFINITIONS

In these general terms and conditions of sale and delivery, the following terms shall have the meanings as defined below:

- 2.1. Section: the General Terms and Conditions of Delivery are divided into four sections. Each section is indicated by a separate number I, II, III or IV;
- 2.2. Buyer: the natural or legal person, as well as their representatives, agents, assigns and heirs, who has entered into an Agreement with Bioclimatic or wishes to enter into a similar Agreement with Bioclimatic and has made Bioclimatic an offer to that end, or to whom Bioclimatic has made an Quote.
- 2.3. General terms and conditions of delivery: these general terms and conditions from Bioclimatic;
- 2.4. Bioclimatic: the private limited liability company Bioclimatic B.V., registered in the Trade Register of the Chamber of Commerce under number 28105093, the entities affiliated to Bioclimatic and/or the third parties to be appointed by Bioclimatic (if any);
- 2.5. Corrective maintenance: the removal of faults by Bioclimatic and carrying out repairs on Products or parts.
- 2.6. Service(s): all work carried out by Bioclimatic for the Buyer, including assembly, installation, inspection, repair and maintenance work;
- 2.7. Additional work: work by Bioclimatic for the Buyer, which arises after the conclusion of the Agreement and which falls outside the scope or scope of the Agreement. There will also be additional work if the scope of the Agreement is extended or changed;
- 2.8. Reduced work: If reduced work is carried out by Bioclimatic or is less necessary in Bioclimatic's opinion than originally agreed between the Parties in the Agreement;
- 2.9. Quote(s): a non-binding offer by the Bioclimatic management or by an authorised person designated by the Bioclimatic management to the Buyer to enter into an Agreement;
- 2.10. Maintenance contract: the agreement for preventive maintenance by Bioclimatic during the term of the Agreement;
- 2.11. Agreement: the agreement to purchase, sell, maintain, assemble, install, repair and/or otherwise relate to a Product;
- 2.12. Parties: Bioclimatic and Buyer jointly;
- 2.13. Preventive maintenance: the carrying out (or having carried out) by Bioclimatic - periodically or otherwise - of inspection/checks with regard to the Product, which is understood to mean checking

that the Product is functioning properly, checking, testing and measuring electrical switchgear, control and safety equipment and any necessary readjustment or adjustment of the system(s);

- 2.14. Product(s): the product sold and/or delivered by Bioclimatic to the Buyer, or is bought by Bioclimatic for the Buyer, or the product on which Bioclimatic carries out maintenance, repair and/or other work for the Buyer.

#### ARTICLE 3: APPLICABILITY

- 3.1. These General Terms and Conditions of Delivery apply to any Quote made by Bioclimatic, to all acceptance by Bioclimatic of an offer made to it and to all Agreements which Bioclimatic concludes with the Buyer.
- 3.2. Deviations from these General Terms and Conditions of Delivery and amendments or cancellations will only be binding on Bioclimatic if and insofar as they have been expressly agreed in writing and insofar as Bioclimatic is represented by the management of Bioclimatic or a person appointed by the management of Bioclimatic. Such a deviation has no binding effect on other agreements between Bioclimatic and the Buyer.
- 3.3. The inapplicability of these General Terms and Conditions of Delivery to any offer, Quote and/or Agreement for any reason whatsoever does not affect the applicability to other offers, Quotes and/or Agreements. The Buyer agrees to the applicability of these General Terms and Conditions of Delivery to subsequent Agreements between the Buyer and Bioclimatic. The Buyer agrees that, in such cases, these General Terms and Conditions of Delivery do not need to be provided again.
- 3.4. The applicability of the Buyer's general terms and conditions is expressly excluded, unless expressly agreed in writing by the Parties. If Bioclimatic's General Terms and Conditions and the Buyer's general terms and conditions apply side by side, Bioclimatic's General Terms and Conditions of Delivery will prevail in the event of any conflict.
- 3.5. If one or more provisions of these General Terms and Conditions of Delivery are null and void or should be annulled, the remaining provisions of these General Terms and Conditions of Delivery shall remain unabridged. The parties will negotiate in good faith with a view to replacing the provision in question with a provision that is enforceable and enforceable and that deviates as little as possible from the original provision.
- 3.6. Bioclimatic reserves the right to unilaterally amend the content of these General Terms and Conditions of Sale in the interim. The amended version will come into force as soon as Bioclimatic has communicated the amendments by sending a copy of the amended General Terms and Conditions of Delivery by e-mail and/or by post to the e-mail and/or postal address of the Buyer that is on file with Bioclimatic, and the Buyer has not objected to this within five (5) days of the date of the letter. The

latest version of the General Terms and Conditions of Delivery will always apply to subsequent offers, Quotes and Agreements and in cases where different versions can be considered applicable.

#### **ARTICLE 4: QUOTE/OFFER**

- 4.1. All Quotes issued by Bioclimatic - in whatever form - are without obligation, unless expressly agreed otherwise in writing.
- 4.2. Bioclimatic cannot be held to a Quote if this Quote contains an apparent typographic or printing error which can reasonably be recognised as such by the Buyer.
- 4.3. The Quote will be dated and will be valid for sixty (60) days commencing on that day, unless the Parties have expressly agreed otherwise.
- 4.4. Requests from the Buyer for quotes and/or offers must be accompanied by a clear description of the Products and/or Services to be delivered.
- 4.5. Bioclimatic will base its Quote on the correctness of the information provided by the Buyer. Damage resulting from and from inaccuracy or incompleteness of this information will be at the expense of the Buyer.
- 4.6. If Bioclimatic accepts an offer from the Buyer or the Buyer accepts a Quote from Bioclimatic without obligation, Bioclimatic has the right to revoke this acceptance or this offer without obligation within a period of five (5) working days of the date of the offer.
- 4.7. Drawings, technical descriptions, designs, calculations, samples, quality, weight, measurements and price quotes made by Bioclimatic or commissioned by Bioclimatic are free of obligation and remain the property of Bioclimatic. They may not be made available or shown to third parties with a view to obtaining a comparable quote. Nor may they be copied or otherwise multiplied. If no Agreement is entered into between the Parties, these documents will be returned to Bioclimatic at the expense of the Buyer within fourteen (14) days following a request made by Bioclimatic. In addition, its copyright as well as all other rights of intellectual or industrial property will apply without prejudice.
- 4.8. If the Quote is not accepted, Bioclimatic will be entitled to charge the Buyer all reasonable costs involved in making the Quote if it has stipulated so before making the Quote.

#### **ARTICLE 5: CREATION AND AMENDMENT OF THE AGREEMENT**

- 5.1. An Agreement is concluded as soon as the Buyer has accepted an Quote made by Bioclimatic, or as soon as an offer/order on the part of the Buyer has been explicitly confirmed by Bioclimatic, in writing or otherwise, or as soon as Bioclimatic implements an implementing act following on from the offer/order and the Buyer does not act against it on the same day.
- 5.2. Contracts as well as amendments thereto can only be entered into in writing by the management of Bioclimatic or by persons otherwise designated by

the management of Bioclimatic. Bioclimatic is not bound by any Agreements with employees of Bioclimatic or changes thereto unless this has been confirmed in writing by the management of Bioclimatic or an authorised person appointed by the management of Bioclimatic. At the first request of the Buyer, Bioclimatic will indicate who within its company is (also) authorised to enter into or amend Agreements.

#### **ARTICLE 6: PRICES**

- 6.1. Prices will be charged in accordance with the rates agreed upon by the Parties or, in the absence thereof, on the basis of the usual rates charged by Bioclimatic at the time of delivery.
- 6.2. All prices quoted by Bioclimatic or agreed or used between Bioclimatic and the Buyer are in Euros and do not include VAT, insurances, import duties, levies, freight charges, packing materials, delivery costs, loading and unloading costs, transport of raw materials/semi-manufactures/models/tools/other goods, duties and other government taxes, unless expressly agreed otherwise in writing.
- 6.3. Price quotes are always based on the price-determining factors applicable at the time of the first quote. Bioclimatic is entitled to increase the cost of price-determining factors including, but not limited to, wages and social security charges, supplier costs, taxes, raw materials and fuels, materials, manufacture, transport, import or export duties, licence fees, exchange rates, dumping and processing rates and suchlike, at Bioclimatic's discretion, to be passed on to the Buyer after the Agreement has been concluded, but before delivery. If Bioclimatic increases the price within three (3) months of the conclusion of the Agreement, the Buyer has the right to dissolve the Agreement, which right the Buyer must exercise within fourteen (14) days after notification of the price increase. Dissolution of the Agreement in this way does not entitle either party to compensation.

#### **ARTICLE 7: ADDITIONAL AND REDUCED WORK**

- 7.1. In the event of Additional Work, the Additional Work must be compensated by the Buyer in accordance with Bioclimatic's usual rates and in accordance with the provisions of articles 6.1 and 6.2, unless the Parties have agreed otherwise in writing. Insofar as a fixed price has been agreed between the Parties, Bioclimatic will inform the Buyer on first request of the financial consequences of the Additional Work.
- 7.2. Insofar as a fixed price has been agreed between the Parties and/or the Reduced Work is at the request of or is otherwise the result of an act or omission by the Buyer, the Reduced Work will not be offset, unless agreed otherwise in writing between the Parties.
- 7.3. Bioclimatic's records are decisive in the event of disputes as to whether there is Additional Work or Reduced Work, as well as the extent thereof.
- 7.4. The Buyer accepts that the agreed or expected time of completion of the Agreement and the

- mutual responsibilities of the Parties can be influenced or changed by Additional Work.
- 7.5. The fact that (the demand for) Additional Work or Reduced Work arises during the execution of the Agreement is never grounds for the Buyer to dissolve or terminate the Agreement.
- 7.6. Bioclimatic is never obliged to comply with a request for Additional Work or Reduced Work.

#### ARTICLE 8: PAYMENT

- 8.1. Bioclimatic is at all times entitled to invoice periodically or after full delivery of the Product or Services. Bioclimatic may require (partial) prepayment of the agreed price.
- 8.2. In the event of amounts in excess of €25,000, payment by the Buyer must, in principle, take place as follows:
- a. 40% of the total amount in the case of advance payment (before commencement of the contract);
  - b. 30% of the total amount on delivery;
  - c. 30% of the total amount as well as any Additional Work within fourteen (14) days of delivery.
- 8.3. In the case of partial deliveries, each delivery is considered a separate transaction and may be invoiced by Bioclimatic on a transaction-by-transaction basis.
- 8.4. Unless another term of payment has been agreed, all invoices must be paid within fourteen (14) days of the invoice date by transfer to a bank account to be designated by Bioclimatic. If the Buyer has not paid within the aforementioned term, the Buyer will be in default by force of law without further notice of default being required. From that moment, Bioclimatic is entitled to compensation of an interest of 2% per month or part thereof, unless the statutory commercial interest is higher, in which case the highest interest rate applies. This interest is due from the day on which the payment should have been made at the latest.
- 8.5. If the Buyer is in default or in breach of (timely) compliance with its obligations, they will bear all reasonable costs incurred to obtain payment out of court. In any case, the Buyer will be liable for collection costs in the event of a monetary claim. The collection costs (insofar as permitted by law) amount to 15% of the outstanding principal sum, with a minimum of €225 (excluding VAT). Any reasonable legal and enforcement costs incurred will also be borne by the Buyer.
- 8.6. Recourse to discount, offset and/or suspension on the part of the Buyer is expressly excluded. Bioclimatic invoices must be paid in due time by the Buyer without reliance on discount, settlement and/or suspension.
- 8.7. Payments made by the Buyer will always be applied in the first place to settle all interest and costs owed and in the second place to the longest outstanding invoices, even if the Buyer states that the payment relates to a later invoice.

- 8.8. Bioclimatic is at all times entitled to demand (goods) security from the Buyer for the fulfilment of the obligations arising from the Agreement for the Buyer.
- 8.9. If the Buyer is located in an EU Member State other than the Netherlands, the Buyer must provide their VAT identification number to Bioclimatic in writing. In addition, the Buyer must always provide Bioclimatic with all information and documents that Bioclimatic reasonably requires in order to be able to demonstrate that the products have been delivered in an EU member state other than the Netherlands.
- 8.10. The full claim for payment is immediately due and payable if:
- a. a payment deadline has been exceeded;
  - b. the Buyer has filed for bankruptcy, suspension of payments or debt restructuring, has been declared bankrupt, is in suspension of payments or has applied for a debt restructuring;
  - c. property or claims of the Buyer have been seized;
  - d. the Buyer has been dissolved;
  - e. the Buyer (natural person) is placed under guardianship or administration or dies.

#### ARTICLE 9: RETENTION OF TITLE, PLEDGE AND RIGHT OF RETENTION

- 9.1. Bioclimatic retains title to all Products delivered and to be delivered to the Buyer under the Agreement and any Products arising from the Services until the time at which the Buyer has fulfilled all their obligations of whatever nature towards Bioclimatic.
- 9.2. Products which are subject to a retention of title may only be sold by the Buyer in the context of its normal business operations if and insofar as the Buyer has obtained Bioclimatic's express consent for this. The Buyer is not entitled to pledge or encumber in any other way the Products falling under the retention of title or to encumber the Products in any other way or to give it to third parties for use. This provision has effect under property law.
- 9.3. If third parties seize the Products delivered by Bioclimatic under retention of title or wish to establish or assert rights in respect thereof, the Buyer is obliged to inform Bioclimatic immediately.
- 9.4. The Buyer is obliged to store the Products delivered under retention of title in a careful manner and as recognisably belonging to Bioclimatic and to insure them adequately and keep them insured against fire, theft, embezzlement and damage. At Bioclimatic's first request, the Buyer shall allow inspection of the insurance policy and the corresponding premium payment receipts for this purpose.
- 9.5. If Bioclimatic wishes to exercise its property rights with respect to the Products it has delivered to the Buyer, the Buyer is provisionally obliged to cooperate unconditionally and to grant Bioclimatic irrevocable permission to enter all those places where Bioclimatic's property is located in order to be able to take these with it. This does not affect Bioclimatic's right to compensation for damage,

- loss of profit and interest and the right to dissolve the Agreement with the Buyer by means of a written statement without further notice of default.
- 9.6. All Products, goods, monies and documents of the Buyer which Bioclimatic holds or will hold for whatever reason, are deemed to be subject to a lien as referred to in Article 3:236 of the Dutch Civil Code. This right of pledge serves as extra security for the fulfilment by the Buyer of all obligations which the Buyer has towards Bioclimatic for whatever reason.
  - 9.7. If Bioclimatic has goods or resources of the Buyer in its possession, it is entitled to keep these goods or resources in its possession until the time at which the Buyer has fulfilled all of their obligations towards Bioclimatic for whatever reason, unless the Buyer has provided adequate security for their obligations.
  - 9.8. The Buyer's obligations as set out in Articles 9.1, 9.6 and 9.7 explicitly but not exclusively include payment of the purchase price of the delivered and still to be delivered Products or Services, increased by the claims on account of the Buyer's attributable failure to fulfil their obligations, including the payment of damages, (extra)judicial collection costs and any interest.

#### ARTICLE 10: COMPLAINTS

- 10.1. The Buyer is obliged to immediately upon receipt of Product or, as the case may be, upon completion of the Services, to audit them. Any visible defects, faults, imperfections and/or breakages must be checked immediately, but at the latest within forty-eight (48) hours after receipt of the Product or provision of the Services, in writing and accurately stating the Bioclimatic defect, under penalty of forfeiture of rights.
- 10.2. Other defects must be reported in writing, accurately stating the Bioclimatic defect, within eight (8) days after they have been discovered or should reasonably have been discovered, under penalty of forfeiture of rights.
- 10.3. If Bioclimatic has not been notified of the above-mentioned complaints within the aforementioned period, the Product or Services will be deemed to have been received or provided in good condition.
- 10.4. Complaints about invoices must also be submitted in writing within fourteen (14) days of the invoice date. After the expiry of that period, the Buyer will be deemed to have approved the invoice and will owe the relevant invoice amount.
- 10.5. Submitting a complaint does not relieve the Buyer of their obligations, nor does the Buyer have the right to suspend its obligations.
- 10.6. The right to complain lapses in any case after a period of six (6) months after delivery of the Product or provision of the Service.
- 10.7. Bioclimatic should be enabled to investigate the complaint. If it appears that the Product(s) or parts of the Product(s) need to be returned in order to investigate the complaint, this will be done at Bioclimatic's expense and risk. In the event of unjustified complaints, Bioclimatic is free to charge the costs of investigation and return to the Buyer.
- 10.8. In the event of justified complaints Bioclimatic will proceed to replace or repair the Product and/or the Services (or at least the part about which the complaint was made) or reimburse the damage pursuant to the provisions of these General Terms and Conditions of Delivery.

#### ARTICLE 11: DELIVERY

- 11.1. Specified periods within which the Product and/or Services must be delivered will be determined by Bioclimatic on an approximate basis and can never be considered as deadlines, unless the Parties have agreed otherwise in writing.
- 11.2. The stated delivery period will commence as soon as an Agreement has been concluded between Bioclimatic and the Buyer in accordance with article 5, Bioclimatic is in possession of all data, materials and information necessary for the delivery of the Product and/or the Services, any agreed (advance) payment to Bioclimatic has been made and any other conditions agreed between the Parties in writing have been met.
- 11.3. If the delivery period is expressed in working days, the working day shall be understood to mean a calendar day from 8:00 am to 5:00 pm, which falls on a day of rest or public holidays, a weekend day, holiday or other non-individual day off, recognised generally or locally where the work is carried out, or prescribed by the public authorities or by or pursuant to a collective labour agreement. If delivery of the Product or Services should take place on a day that is not a working day, the next working day shall be deemed to be the agreed day of delivery.
- 11.4. In determining the delivery period Bioclimatic assumes that it can deliver the Product or Services under the information, materials and circumstances provided by the Buyer on which Bioclimatic has based its Quote or has accepted the offer.
- 11.5. If Bioclimatic is unable to deliver the Product or Services within the set period as a result of force majeure or circumstances for the account of the Buyer, Bioclimatic is entitled to extend the period within which the Product or Services would be delivered, as long as reasonably ensuing from that force majeure or circumstances for the account of the Buyer.
- 11.6. In the event of non-delivery or late delivery of the Product and/or Services by Bioclimatic, the Buyer is explicitly not permitted to dissolve the Agreement, to suspend its obligations and/or to claim compensation until it has given Bioclimatic written notice of default, whereby the Buyer will grant Bioclimatic a reasonable term for compliance.
- 11.7. If the delivery of the Product or Services is delayed, the costs and damage to Bioclimatic arising from the delay must be compensated by the Buyer to Bioclimatic.

#### ARTICLE 12: LIABILITY AND INDEMNITY

- 12.1. Bioclimatic is not liable towards the Buyer for any damage other than the direct damage that is the result of an attributable shortcoming in the fulfilment of Bioclimatic's obligations under the Agreement and/or an unlawful act on the part of Bioclimatic. Direct damage is exclusively understood to mean (i) damage to property, (ii) the reasonable costs incurred to determine the cause and extent of the damage, to the extent that the determination relates to the direct damage as referred to in this article, (iii) any reasonable and demonstrable costs incurred to make Bioclimatic's faulty performance conform to the Agreement, to the extent that such costs are attributable to Bioclimatic. (iv) the reasonable and demonstrable costs incurred by the Buyer to prevent or limit the direct damage, insofar as the Buyer demonstrates that these costs have led to a limitation of the direct damage as referred to in this article.
- 12.2. Bioclimatic is never liable for damage caused:
- a. by improper use of the Product or by its use for a purpose other than that for which it is suitable by objective standards;
  - b. by deviations with regard to the Product which relate to facts which Bioclimatic did not know or should not have known;
  - c. as a result of incorrect expectations on the part of the Buyer with regard to the Product or Services;
  - d. due to normal wear and tear;
  - e. because Bioclimatic has relied on incorrect or incomplete information provided by or on behalf of the Buyer;
  - f. by third parties who are engaged in the performance of the Agreement at the Buyer's request or with the Buyer's consent;
  - g. as a result of loss of or damage to raw materials, semi-manufactured products, models, tools and other items made available to Bioclimatic or third parties engaged by Bioclimatic by the Buyer;
  - h. by misunderstandings, mutilation, delays or improper transmission of orders and communications as a result of the use of the Internet or any other (electronic) means of communication.
- 12.3. The liability of Bioclimatic shall at all times be limited to:
- a. the direct damage. Bioclimatic is never obliged to compensate for indirect damage. Indirect damage includes all damage which is not direct damage, including in any case, but not limited to, consequential damage, loss of income or possibilities, loss of profit and/or loss due to business interruption;
  - b. at most once the invoice value, at least up to that part of the order to which the liability relates, up to a maximum of the amount paid out under Bioclimatic's insurance, if applicable.
- 12.4. The Buyer indemnifies Bioclimatic against all claims from third parties, including the costs of legal assistance, which are connected with or result from a use of the Product, which are connected with a claim to intellectual property rights with respect to the Product or otherwise result from the Agreement.
- 12.5. The limitations of liability set out in this article do not apply if the damage is due to intent or wilful recklessness on the part of Bioclimatic or its managerial subordinates or if the mandatory provisions of law regarding (product) liability dictate otherwise.
- ARTICLE 13: WARRANTY**
- 13.1 With regard to Products delivered, assembly, installation and repairs carried out within this framework, Bioclimatic guarantees proper functioning for a period of twelve (12) months after delivery, assembly, installation and/or repair. This means that, on the day the Agreement is concluded, the Product complies with the regulations in force in the Netherlands with regard to stipulations, transport and safety. If these regulations are changed after the conclusion of the Agreement, Bioclimatic will make every effort to ensure that the Product in question also complies with these changed regulations. Any costs involved will be at the expense of the Buyer. To the extent permitted by law, Articles 7:17 and 7:18 (non-conformity) of the Dutch Civil Code are excluded. The Buyer will therefore not be entitled to any rights with regard to the provisions of this article.
- 13.2 Unless otherwise agreed in writing between Parties, the Supplier's obligations under guarantee are limited to delivery/assembly/installation/repair within the Netherlands and Belgium.
- 13.3 The Buyer is not entitled to a claim under the warranty and Bioclimatic is never liable for defects:
- a. if the Buyer has not reported the defect to Bioclimatic in accordance with the provisions of article 10;
  - b. if Bioclimatic has not been given the opportunity to repair the defects;
  - c. if no valid warranty certificate or original invoice can be submitted;
  - d. if work, modifications and/or repairs to the Product have been carried out without the express consent of Bioclimatic;
  - e. if the defect is a result of damage to lacquer and chrome work which is not the result of quality and/or construction faults in other parts;
  - f. if defects in the Product are the result of the use of the Product other than in accordance with the directives and specifications or other than in accordance with the purpose for which the Product was delivered;
  - g. if defects to the Product are the result of any improper use or shortcoming on the part of the Buyer;
  - h. if defects in the Product are the result of failure to comply with any government regulation;
  - i. if, in the opinion of Bioclimatic, defects to the Product are the result of a design, material or manufacturing fault on the part of the Buyer;
  - j. if the Buyer has waived any warranties in writing.
- 13.4 The Buyer can only claim under their warranty by registered letter to Bioclimatic, in which the Buyer must accurately describe the defect and demonstrate by means of proof that the defect has

arisen within the period referred to in article 13.1 exclusively or predominantly as a direct result of a design, material or manufacturing error on the part of Bioclimatic.

- 13.5 If, in the opinion of Bioclimatic, a Product has a design, material or manufacturing fault within the guarantee period of the Product, Bioclimatic will rectify the fault in the delivered Product within a period to be determined by Bioclimatic. Bioclimatic has the right to repair a defect in the Product at its discretion, by means of a complete replacement of the Product or its parts, repair of the Product or the remainder of the purchase price. The Buyer must always approach Bioclimatic for the repair of any defects.
- 13.6 If Bioclimatic repairs and/or replaces a Product or a part thereof in whole or in part, no new warranty period will apply with regard to the Product, so that the original warranty period will apply if and insofar as it has not yet expired.
- 13.7 The Buyer is obliged to return the Product with respect to which they have made a claim under their warranty to Bioclimatic at Bioclimatic's first request and at Bioclimatic's own expense and risk, unless Bioclimatic decides that repair will take place where the Product is located. In the latter case, Bioclimatic is entitled to charge the Buyer for its additional expenses, such as travel and accommodation costs.
- 13.8 The parts that have been replaced by Bioclimatic will become the property of Bioclimatic, unless Bioclimatic indicates otherwise. The Buyer must hand over the replaced parts - in so far as they are not already in Bioclimatic's possession - to Bioclimatic at its expense and risk.
- 13.9 No warranty is given for parts delivered but not installed by Bioclimatic.
- 13.10 With regard to the Products/parts which Bioclimatic receives from an (external) supplier and which Bioclimatic subsequently delivers or has delivered to the Buyer, the content and scope of the warranty, the warranty period and the (other) general warranty conditions as adhered to by the supplier apply to these Products/parts. Bioclimatic is never obliged to extend the warranty obligation towards the Buyer, unless otherwise required by law.
- 13.11 The inability of Bioclimatic to fulfil its obligations under this article 13 does not give the Buyer the right to dissolve or terminate the Agreement or to (partially) suspend their obligations.
- 13.12 The obligations, including warranty obligations, that apply to Bioclimatic contained in this article 13 will lapse and Bioclimatic is not obliged to grant any warranty if one or more of the circumstances referred to in article 18.1 occurs on the part of the Buyer.

#### ARTICLE 14: INSURANCE

- 14.1. The Buyer must take out proper insurance and maintain the Agreement/Maintenance Contract in order to cover all statutory and contractual liability

which rests on the Buyer pursuant to the Agreement/ Maintenance Contract as well as with regard to the Product, the property of Bioclimatic, its personnel and third parties engaged by it and/or with regard to the Bioclimatic personnel carrying out work on its behalf.

- 14.2. The insurance must at least provide coverage:
- at the location where the Product is delivered/assembled/installed, the material is stored and the work is (further) carried out; and
  - during transport; and
  - for (property) damage to Bioclimatic property or loss/theft Bioclimatic property, caused by their staff or the third party/parties they have engaged; and
  - for personal injury caused to Bioclimatic, its personnel or third party/parties engaged by Bioclimatic.
- 14.3. If the Buyer is not insured or the insurance coverage does not correspond with the provisions of this article 14, this does not affect the statutory or contractual or any other form of liability of the Buyer towards Bioclimatic and third parties.
- 14.4. The Buyer is obliged to have Bioclimatic included in the insurance policy immediately as the beneficiary to any insurance payments and to ensure that the insurer pays these directly to Bioclimatic. At Bioclimatic's first request, the Buyer will provide Bioclimatic with the insurance policy and proof of premium payment for inspection or send Bioclimatic a copy of them.

#### ARTICLE 15: FORCE MAJEURE

- 15.1. Bioclimatic is entitled to suspend the execution of its obligations for the duration of a force majeure situation.
- 15.2. If Bioclimatic is permanently or temporarily prevented from fulfilling the Agreement as a result of force majeure, Bioclimatic is entitled to terminate the Agreement in whole or in part or to suspend its obligations with immediate effect, without giving rise to an obligation to compensate Bioclimatic.
- 15.3. If Bioclimatic has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to separately invoice the part which has already been carried out or which can be carried out, as the case may be, invoices which the Buyer must pay to Bioclimatic.
- 15.4. Bioclimatic is also entitled to invoke force majeure if the circumstance preventing (further) compliance has occurred after Bioclimatic should have complied with its obligation.
- 15.5. Force majeure shall be understood to mean circumstances preventing the fulfilment of the commitment that cannot be attributed to Bioclimatic. These circumstances (if and insofar as they make it impossible or unreasonably difficult for Bioclimatic to perform) are expressly but not exclusively understood to include: government measures, special weather conditions, illness of Bioclimatic personnel, riots, revolutions and/or wars, an

attributable shortcoming in the fulfilment and/or force majeure on the part of those persons on whom Bioclimatic depends for the fulfilment of the Agreement, fire and/or malfunction at Bioclimatic's facility, strikes in companies other than Bioclimatic, wildcat strikes or political strikes at Bioclimatic, a general lack of raw materials and other items required to provide the agreed work, unforeseeable stagnation at suppliers or other third parties on which Bioclimatic depends and general transport problems at Bioclimatic.

#### **ARTICLE 16: CONFIDENTIALITY**

- 16.1. The Buyer is obliged to observe strict confidentiality with regard to all confidential information that they are privy to within the framework of the Agreement or otherwise. All designs, documents, plans, know-how and other information which has been designated as confidential or which must be reasonably understood to be confidential and which relates to Bioclimatic's trade secrets and/or which has been entrusted to the Buyer in the context of the execution of the Agreement, as well as the content of the Agreement, will in any event be regarded as confidential information. The Buyer guarantees that they, their employees and the third parties engaged by them will not violate this confidentiality obligation.
- 16.2. The confidentiality obligation will remain in force after the end of the Agreement.

#### **ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS**

- 17.1. All intellectual property and similar rights relating to the goods, drawings, moulds, texts, materials, designs, sketches, models, Products and the like, which have been made available by Bioclimatic to the Buyer or which have been manufactured by or on behalf of Bioclimatic or at its request, or have otherwise been obtained or arisen within the framework of the Agreement, are vested in Bioclimatic as of the arising of these rights.
- 17.2. Insofar as necessary, the Buyer hereby irrevocably and free of charge hereby transfers all property rights to Bioclimatic, which transfer is already accepted in advance by Bioclimatic. Insofar as a formality is required for this, the Buyer will fully cooperate with Bioclimatic in the realization of this formality.
- 17.3. The Buyer is not permitted to use any intellectual property rights of Bioclimatic without permission from Bioclimatic. Bioclimatic reserves the right to monitor the use of all its intellectual property rights and to stop that use immediately at its own discretion. The Buyer must cooperate fully in this.
- 17.4. The Buyer will immediately inform Bioclimatic of any breach or improper use of the intellectual property rights granted to Bioclimatic.
- 17.5. The Buyer guarantees that by providing Bioclimatic with any instructions it will not infringe any intellectual property rights of third parties and indemnifies Bioclimatic against any claim by third parties on account of an (alleged) infringement in this respect.

#### **ARTICLE 18: SUSPENSION AND DISSOLUTION**

- 18.1. Bioclimatic is authorised to dissolve the Agreement in whole or in part or to suspend the fulfilment of its obligations in whole or in part, without any further notice of default being required if Bioclimatic is also obliged to pay any compensation, if:
- The Buyer does not fulfil their obligations under the Agreement, or does not fulfil them in full or in time;
  - Bioclimatic has good reason to fear that the Buyer will not, not timely or not fully comply with their obligations;
  - With regard to the Buyer, bankruptcy or suspension of payments has been filed for or granted, or the Buyer has been subject to debt restructuring;
  - The Buyer's property or claims have been seized;
  - The Buyer (company) is dissolved;
  - The Buyer (natural person) is placed under guardianship or dies;
  - There is a change in the Buyer's control over the Buyer or the Buyer's control is vested in a third party;
  - Bioclimatic has requested the Buyer to provide security for the fulfilment of its obligations and this security is either lacking or insufficient.
- 18.2. If the Agreement is dissolved, Bioclimatic's claims against the Buyer will be immediately due and payable.

#### **ARTICLE 19: CANCELLATION**

- 19.1. Cancellation or termination of an Agreement or an order by the Buyer is in principle not allowed, unless the Parties have agreed otherwise in writing. Cancellation or termination of the Agreement or an order by the Buyer will be at the expense and risk of the Buyer and will not release the Buyer from its obligation to pay. Bioclimatic therefore reserves the right at all times to demand compliance with the Agreement.
- 19.2. Cancellation or termination of the Agreement or an order by the Buyer is only permitted if Bioclimatic expressly accepts one of the same cancellations or terminations in writing. In such a case, the Buyer will owe cancellation costs. The cancellation costs include a reasonable compensation for losses suffered by Bioclimatic and loss of profit. The cancellation costs will amount to at least 30% of the total invoice amount (incl. VAT) that the Buyer should have paid in the performance of the Agreement or an order, unless agreed otherwise in writing. The cancellation costs are at least 50% if the Buyer initiates the cancellation or termination of the Agreement or an order, even though the Buyer has already been informed that storage or delivery or part thereof may take place. Bioclimatic reserves the right to pass on a higher percentage of cancellation costs or to recover its entire loss from the Buyer.

#### **ARTICLE 20: APPLICABLE LAW AND COMPETENT COURT**

- 20.1. Every Agreement between Bioclimatic and the

Buyer is governed by Dutch law.

- 20.2. Any dispute between Bioclimatic and the Buyer will be settled by the District Court in The Hague, on the understanding that Bioclimatic is at all times entitled to submit a dispute to the court which has jurisdiction in accordance with the law.
- 20.3. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

## Section II: Products

### ARTICLE 21: SCOPE OF SECTION II

- 21.1. In addition to the provisions under Section I, the provisions under Section II apply to the situation in which the Buyer purchases a Product from Bioclimatic as well as to the situation in which Bioclimatic develops, builds or purchases a Product for the Buyer. In the event that the provisions as described in Section I and the provisions as described in Section II apply simultaneously and contain conflicting clauses, the provisions as described in Section II will prevail over the provisions as described in Section I. The provisions of Section II will apply to the situation in which Bioclimatic develops, builds or purchases a Product for the Buyer.

### ARTICLE 22: DELIVERY AND RISK

- 22.1. In principle, delivery by Bioclimatic or third party or parties engaged by Bioclimatic of Products will take place "out of warehouse" (ex works) from Bioclimatic or a location to be designated by Bioclimatic, unless the Parties have agreed otherwise in writing. For the interpretation of the delivery conditions, please refer to the latest published version of the "Incoterms 2010" at the time the Agreement was concluded.
- 22.2. Products are considered delivered if Bioclimatic has informed the Buyer that the Product has already been delivered. If Bioclimatic has informed the Buyer that the Product is ready for delivery as of a certain date and the Buyer does not take delivery of the Product within fourteen (14) days after this notification, the Buyer will be in default as of that time, without any further notice of default being required. If the Buyer is in default, the risk for the Product passes from Bioclimatic to the Buyer and Bioclimatic is then entitled to store the Product or have it stored at the Buyer's expense and risk.
- 22.3. The risk of the Product passes from Bioclimatic to the Buyer at the moment the Product is deemed to have been delivered in accordance with the provisions of article 22.2. Dispatch and/or transport of the Product will in principle take place at the expense and risk of the Buyer, unless otherwise agreed in writing between the Parties.

### ARTICLE 23: PACKAGING

- 23.1. Bioclimatic reserves the right to charge the Buyer for one-way packaging and packaging at a price to be

agreed by the Parties, but at least at cost.

- 23.2. In principle, Bioclimatic will not take back once-only packaging and packaging supplied by Bioclimatic with the Product to the Buyer, unless Bioclimatic explicitly indicates otherwise. If Bioclimatic wishes to return the one-way packaging and packaging, the Buyer must return the one-way packaging and packaging to Bioclimatic at their own expense and risk within two (2) weeks after delivery or immediately after they have been emptied.

### ARTICLE 24: ONWARD SUPPLY, SANCTION REGULATIONS AND PERPETUAL CLAUSE

- 24.1. The Buyer shall not sell, supply, or in any (other) way deliver the Product or any part of the Product to third parties, regardless whether that is in exchange for payment or free of charge, except when the Buyer has demonstrably investigated and determined beforehand that there are no Dutch or European sanctions of any kind in place against this third party, as well as against its/their (direct and indirect) director(s) and ultimate beneficial owner(s) as defined in Article 3 of the Implementing Decree of the Dutch Money Laundering and Terrorist Financing Prevention Act.
- 24.2. In selling, supplying, or in any (other) way delivering the Product or any part of the Product as referred to in Article 24.1, the Buyer shall contractually impose the same prohibition on the respective third party as imposed on the Buyer by virtue of Article 24.1. Furthermore, the Buyer shall, by means of a perpetual clause ('*kettingbeding*') as outlined in this Article 24.2, ensure that all subsequent future buyers are subject to the same prohibition and use the same perpetual clause when (re)selling, supplying, or in any (other) way delivering the Product or any part of the Product.

## Section III: assembly and installation

### ARTICLE 25: SCOPE OF SECTION III

- 25.1. In addition to the provisions under Section I, the provisions under Section III apply to the situation in which Bioclimatic assembles, installs or otherwise carries out work related to the assembly or installation as well as when Bioclimatic carries out or has carried out tests on the Product. In the event that the provisions described in Section I and the provisions described in Section III apply simultaneously and contain conflicting clauses, the provisions described in Section III shall prevail over the provisions described in Section I.

### ARTICLE 26: DELIVERY AND RISK

- 31.1. Exceeding the delivery term does not entitle the Buyer to perform work or have work performed for the performance of the Agreement without judicial authorisation.
- 31.2. The Services as well as the resulting Product shall be deemed to have been delivered, if;
- a. or - insofar as inspection has been agreed - inspection in accordance with the provisions of article 26 has taken place;



- b. or - in the event that no inspection, but installation/assembly has been agreed - the Product, or at least the most important parts of the Product, have, in the opinion of Bioclimatic, been professionally set up at the agreed place of destination;
  - c. or - in the event that no inspection and no installation/assembly on site have been agreed - Bioclimatic has informed the Buyer that the Services have been completed as well as the resulting Product is ready for delivery. If Bioclimatic has informed the Buyer that the Product is ready for delivery as of a certain date and the Product is not taken delivery of by the Buyer within fourteen (14) days after this notification, the Buyer will be in default as of that moment, without any further notice of default being required. As soon as the Buyer is in default the risk for the Product passes from Bioclimatic to the Buyer and Bioclimatic will then be entitled to store the Product (or have it stored) at the expense and risk of the Buyer.
- 31.3. The risk for the Product passes from Bioclimatic to the Buyer at the moment the Product is deemed to have been delivered in accordance with the provisions of article 26.2. Dispatch and/or transport of the Product will in principle take place at the expense and risk of the Buyer, unless otherwise agreed in writing between the Parties.
- 31.4. At Bioclimatic's first request, the customer will sign a takeover protocol to prove that the goods are complete and sound at the agreed place of destination.

#### **ARTICLE 27: INSPECTION AND TESTS**

- 27.1. In accordance with the provisions of article 10.1, the Buyer is obliged to inspect a Product immediately upon receipt of the Product or completion of the Services. The Parties may agree that the Buyer is also obliged to inspect the Product or the Services (or have them inspected) as soon as the Product is ready for delivery to Bioclimatic. The Product will be inspected as soon as possible, but at the latest within eight (8) days after the tests have been carried out in accordance with the provisions of article 27.2 have been met or - in the event that no tests take place - after Bioclimatic is of the opinion that the Product is ready for delivery.
- 27.2. The Parties may agree that Bioclimatic is entitled to carry out trials before delivering the Product. Such trials will, in principle, take place at the agreed place of delivery. In such a case, the Buyer shall ensure, at their own expense and risk, that the auxiliary tools, auxiliary and operating materials, water, energy, heating and lighting required for this purpose are made available in good time.
- 27.3. If inspection by the Buyer has been agreed, Bioclimatic is at all times entitled to carry out tests (or have these carried out) in accordance with the provisions of article 27.2, before the Buyer can proceed with inspection of the Product.
- 27.4. If the Buyer has inspected the Product, they must inform Bioclimatic in writing of any objections or defects within eight (8) days after the inspection has been completed in Bioclimatic's opinion, giving a detailed statement of the objection/deficiency. If Bioclimatic has not been notified of the aforementioned objections/faults within the aforementioned period, the Product and/or Services will be deemed to have been received and/or provided in good condition.
- 27.5. If an objection/defect has been reported to Bioclimatic in accordance with the provisions of article 27.4 and Bioclimatic is of the opinion that it is justified, Bioclimatic is entitled to repair the defect in the delivered Product or Services within a period to be determined by Bioclimatic. Bioclimatic has the right to repair a defect in the Product or Services provided, at its discretion, by a complete replacement of the Product or its parts, by re-inventing (part of) the Services, repairing the Product or refunding the price.
- 27.6. The costs of the inspection are at the expense of the Buyer.
- 27.7. The inspection shall not lead to any delay in the progress of on-shore or other Bioclimatic work.

#### **ARTICLE 28: ASSEMBLY AND INSTALLATION**

- 28.1. The Buyer must ensure, at their own expense and risk, that the following can be made available to Bioclimatic in a timely manner:
- a. the information and approvals (such as permits, exemptions and dispositions) required for the provision of Services;
  - b. the building, the grounds on which or the water in which the Services are to be provided or the Product is to be delivered;
  - c. sufficient options for the supply, storage and/or removal of building materials and aids;
  - d. auxiliary workers, auxiliary tools, auxiliary and operating materials (fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and measuring and testing equipment.
- 28.2. The Buyer must ensure that work and/or deliveries to be carried out by others, which do not form part of the work of Bioclimatic, are carried out in such a way and in such a timely manner that the initiation of Services and/or delivery of the Product by Bioclimatic is not delayed.
- 28.3. Without prejudice to the provisions of article 28.1, the Buyer must bear the cost and risk to ensure that:
- a. Bioclimatic, its staff and the people it engages can start and continue their work during normal working hours and, in addition, outside normal working hours if Bioclimatic deems it necessary;
  - b. suitable accommodation and/or all facilities required under government regulations, the Agreement, and its use are available for Bioclimatic personnel;

- c. in Bioclimatic's opinion, the access routes to the installation site are suitable for the necessary work and/or transport;
  - d. the designated installation location is suitable for (lockable) storage and assembly work;
  - e. all necessary safety and precautionary measures have been taken and are maintained, and that all measures have been taken and are maintained in order to comply with the applicable government regulations in the context of assembly/installation;
  - f. the public utilities and any other pipes and/or cables and other obstacles running through, over or under the site are closed or removed if necessary;
  - g. the regulations in force concerning working conditions and safety are and are complied with;
  - h. at the start of and during assembly, the Products sent and the materials requested are present and in the right place.
- 28.4. If the Buyer does not comply with the obligations in this article 28, they will be liable to the Buyer for any damage.

#### **ARTICLE 29: CORRECTIVE MAINTENANCE/REPAIR**

- 29.1. This section also applies if Corrective maintenance is carried out by Bioclimatic.
- 29.2. Corrective maintenance will, in principle, be carried out if Bioclimatic receives an error report or a request for repair or in any other way signals a malfunction that requires repair.
- 29.3. Corrective maintenance is, in principle, only carried out during normal working hours on working days between 08:00 am and 4:30 pm, with the exception of weekend days and public holidays. If Corrective maintenance is needed during other times, on weekend days and on recognised public holidays, Bioclimatic is entitled to charge the Buyer a surcharge on any agreed prices.

### **Section IV: maintenance & service**

#### **ARTICLE 30: SCOPE OF SECTION IV**

- 30.1. In addition to the provisions under Section I, the provisions under Section IV apply to the situation in which Bioclimatic carries out maintenance, service or other work related to the maintenance or service. In the event that the provisions described in Section I and the provisions described in Section IV apply simultaneously and contain conflicting clauses, the provisions described in Section IV take precedence over the provisions described in Section I.

#### **ARTICLE 31: MAINTENANCE CONTRACT**

- 31.1. In principle, the Maintenance Contract is entered into for a definite period of time and cannot be terminated by the Buyer in the interim.
- 31.2. The Maintenance Contract is personal and can therefore never and under no circumstances be transferred to a third party or parties, unless the Parties agree otherwise in writing.
- 31.3. The Buyer is entitled to personal maintenance in

accordance with the conditions set out in the Maintenance Contract and the present General Terms and Conditions of Delivery on the Product purchased by the Buyer.

- 31.4. The Maintenance Contract may, in principle, be extended (again) after its term has expired, to which extension these General Terms and Conditions of Delivery shall apply mutatis mutandis.

#### **ARTICLE 32: PREVENTIVE MAINTENANCE**

- 32.1. Preventive maintenance is in principle carried out during normal working hours on working days between 8:00 am and 4:30 pm, with the exception of weekend days and generally recognised public holidays. In the event that work is done at other times, on weekend days and on recognised public holidays, Bioclimatic is entitled to charge the Buyer a surcharge on any agreed prices.
- 32.2. Bioclimatic is entitled to remove or move the Product/installation during or before preventive maintenance, if it deems it necessary. Bioclimatic is entitled to charge the Buyer a surcharge on any agreed prices for any changes or relocation of the Product/installation.
- 32.3. After the Preventive Maintenance has been carried out, Bioclimatic will provide the Buyer with a maintenance report in which the Buyer states the condition and operational reliability of the Product/installation. In principle, Bioclimatic will also provide the Buyer with ad hoc approval regarding replacements or repairs of one or more parts of the Product necessary for the use of the Product. Bioclimatic will only carry out repair work at the request of or after the express consent of the Buyer, in which case Corrective Maintenance will be provided.

#### **ARTICLE 33: CORRECTIVE MAINTENANCE**

- 33.1. Corrective maintenance is not covered by the Maintenance Contract.

#### **ARTICLE 34: FREE ACCESS**

- 34.1. The Buyer commits to granting Bioclimatic, its personnel and the third party/parties engaged by Bioclimatic free access and/or passage for the purpose of the services to be provided by Bioclimatic. The Buyer shall ensure that the site where the Maintenance Contract or maintenance is carried out is what Bioclimatic deems to be easily accessible. If the Buyer fails to fulfil their obligation as referred to in article 34.1, Bioclimatic is entitled to (partially) suspend its obligations under the Maintenance Contract during the period in which the Buyer fails to fulfil their obligations, which is without prejudice to the Buyer's obligation to reimburse Bioclimatic the agreed price.
- 34.2. Bioclimatic, its personnel and the third party or parties it engages must be able to start their maintenance work immediately upon arrival and must have the necessary working space available for this purpose. Waiting time or delays as a result of circumstances that cannot be attributed to

Bioclimatic may be charged to the Buyer.

#### **ARTICLE 35: EXCLUSIONS**

- 35.1. In any case, the Maintenance Contract does not include activities that Bioclimatic deems to be related in any way to:
- a. incorrect or injudicious use of the Product/installation, use of the Product/installation contrary to the guidelines and specifications or use other than in accordance with the purpose for which the Product/installation was supplied;
  - b. an accident or other causes or external influences;
  - c. an abnormal physical or electrical load on the Product/installation;
  - d. work, modifications and/or repairs carried out on the Product/installation if done without the express permission of Bioclimatic;
  - e. compliance with a statutory regulation or government regulation;
  - f. a shortcoming which Bioclimatic believes can be rectified.

#### **ARTICLE 36: PAYMENTS AND PERFORMANCE**

- 36.1. If and insofar as payment in advance has been agreed, the subscription fee will be payable to Bioclimatic either on the first day of the term of the Maintenance Contract or on the first day of the month preceding the maintenance work to be carried out.