

Filed with the Chamber of Commerce on March 1, 2022

### A: GENERAL PART

With regard to the sale and supply of products and/or related services/works.

#### Article I - General

1. These General Terms and Conditions of Sale and Delivery (hereinafter: terms of delivery) apply to all offers, orders, sales, contracting and other agreements, including supplementary and subsequent agreements - including the actions taken to conclude those agreements - relating to deliveries of products and/or services to be performed by Pon Power B.V. and/or to the realisation of a project, unless both parties expressly deviate from them in writing. General terms and conditions of the Customer do not apply, even in the event of a previous reference.
2. In these terms and conditions of delivery, the following terms shall have the following meaning:
  - Pon Power B.V.: the party that refers to these conditions in its offer(s), agreements and website, among other things.
  - Customer: the other party to Pon Power B.V.

#### Article II - Offer

1. All offers made by us are without obligation.
2. If the Customer provides us with documents and data relevant to the offer, we may assume the accuracy of these documents and data and shall base its offer on thereon.

#### Article III - Agreement

1. If the agreement is entered into in writing, it shall be concluded on the day that the agreement is signed by both parties, or on the day that we send the written order confirmation, as the case may be.
2. Verbal promises, agreements or other (legal) acts are only binding if confirmed by us in writing.

#### Article IV - Price

1. Unless expressly stated otherwise, a stated or agreed price does not include VAT or any other (government) levy due in connection with the agreement and, if we are responsible for the transport of products, also does not include the costs of packaging, transport and insurance. We shall charge the costs referred to in the previous sentence separately and in full.
2. If, after the date of conclusion of the agreement, one or more of the cost price factors is subject to an increase, including a depreciation of the agreed currency against the Euro, even in the event of foreseeable circumstances – we shall be entitled to increase the agreed price accordingly.

3. Each offer is based on performance of the agreement under normal circumstances and during normal working hours.

#### Article V - Drawings, calculations, descriptions, models and tools etc.

1. Data contained in catalogues, illustrations, drawings, dimensional and weight specifications, etc. shall only be binding if and insofar as they are expressly included in an agreement signed by the parties or an order confirmation signed by us.
2. Offers, budgets, plans or other documents issued as well as drawings, calculations, software, descriptions, models and products as well as tools and equipment, etc. produced or provided by us shall remain inalienable property, regardless of whether any costs have been charged for them. The Customer guarantees at all times that the information provided by us shall only be used in connection with the agreement and that it shall not use it in any way contrary to the intellectual property rights of us or of third parties.
3. Customer shall indemnify us against all direct and indirect damage as a result of claims by third parties on account of violation of the rights referred to in the previous paragraph.
4. We shall provide the Client with manuals and/or instruction manuals in English with information on the construction, operation and handling of the products delivered. If available, we may also provide such documents in the Dutch language.

#### Article VI - Delivery time and delivery

1. We are authorized to make partial deliveries.
2. The agreed delivery period shall commence on the last of the following dates:
  - a. the day on which the agreement is concluded;
  - b. the day on which we receive the documents, information, permits, etc. necessary for the execution of the agreement;
  - c. the day of completion of the formalities necessary for the commencement of the work;
  - d. the day on which we receive the agreed advance payment. If a delivery date or week has been agreed, the delivery time is the period between the date of completion of the agreement and the delivery date or week.
3. The delivery time is based on the working conditions applicable at the time of the conclusion of the agreement and on the timely delivery of the materials ordered by us for the execution of the agreement. If a delay occurs outside our fault as a result of a change in the aforementioned working conditions or because materials ordered for the execution of the agreement are not delivered on time, the delivery period shall be extended insofar it is necessary.

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4. The product shall be deemed to have been delivered if it has been made available to the Customer by transfer of ownership, or can at least be placed under the latter's control and the Customer has been notified thereof, without prejudice to our obligation to comply with any assembly or installation obligations. Unless expressly agreed otherwise, delivery shall take place DAP or FCA, according to the latest INCOTERMS version.
  5. Without prejudice to the provisions of this Article VI, the parties may agree that we, at the expense and risk of the Customer, shall arrange for the transport of the products to an address to be designated by the Customer.
  6. Notwithstanding the provisions elsewhere in these terms of delivery regarding the extension of the delivery time, the delivery time shall be extended by the duration of the delay which we have suffered or will suffer as a result of the Customer's failure to comply with any obligation or cooperation ensuing from the agreement. However, payment terms already agreed upon, remain in effect.
  7. Exceeding the agreed delivery time - for whatever reason - does not entitle the Customer to dissolve the agreement in whole or in part or to perform work or have work performed to implement the agreement.
  8. Unless explicitly agreed otherwise, a contractual penalty for exceeding the delivery time will replace any right of the Customer to compensation. Such a penalty is not due if the exceeding of the delivery time is the result of force majeure or circumstances on the part of the Customer.
  9. If the Customer refuses to take delivery of the products offered to him, all resulting costs (including freight and storage costs) will be for his account.
  10. In the event of cancellation of the agreement, the Customer shall immediately owe 20% of the agreed price (excluding VAT), without prejudice to our right to demand full compensation from the Customer for the damage suffered as a result of the cancellation, in addition to this contribution to the costs.
  11. The Customer shall ensure that permits are obtained if this is required for the use or possession of the goods delivered.
3. Without prejudice to the provisions of Clause VII.2, Customer shall in any case ensure this at its own expense and risk:
    - a. as soon as our technicians have arrived at the installation site, they can start their work and continue to do so during normal working hours and, if we deem it necessary, outside normal working hours, provided that we have informed the Customer of this in good time;
    - b. suitable housing and/or all facilities required by government regulations and the agreement are available for our technicians;
    - c. the access roads to the installation site are suitable for the necessary transport;
    - d. the designated installation location is suitable for storage, assembly and installation;
    - e. the necessary lockable storage facilities for materials, tools and other products are available;
    - f. the necessary and usual labourers, auxiliary tools, auxiliary and operating materials (including fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and the measuring and testing equipment customary for the Customer's business are at our disposal in good time, and free of charge, at the right place;
    - g. all necessary safety and precautionary measures have been taken and are maintained, in accordance with the guidelines for VCA certified work and that, in the context of assembly or installation by our technicians, all government regulations have been complied with;
  4. Damage and costs incurred as a result of the conditions set out in this article not being met or not being met on time will be for the Customer's account.
  5. Article VI shall apply with regard to the assembly/ installation time.
  6. We shall at all times have the right to have the agreement executed in full or in part by third parties.

#### **Article VIII - Transfer of risk and ownership**

1. In principle, the risk is transferred after delivery as stipulated in article VI. However, if after a notice of default, the Customer remains in default of taking delivery of the products, we shall be entitled to charge the costs of storage and insurance of the products to the Customer.
  2. Without prejudice to the provisions of the previous paragraph and Article VI, ownership of the products shall not pass to the Customer until everything that the Customer owes us on account of the delivery or related work, including interest and costs, has been paid in full to us. The Customer may not resell the product until the obligations in this article have been fulfilled.
1. If we supply products, we shall only take care of assembly, installation, maintenance and/or commissioning at a location designated by the Customer, if and insofar as this has been expressly agreed.
  2. The Customer is responsible for the correct and timely execution of all equipment, facilities and/or conditions necessary for the installation of the product to be assembled and/or the correct operation of the product in an assembled state.

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3. We shall be entitled to repossess the products delivered under retention of title if the Customer is in default of any payment obligation, is in payment difficulties or is in danger of getting into payment difficulties. The Customer shall grant us access to its premises and/or buildings for the purpose of inspecting the products and enforcing its rights, including any dismantling required for this purpose.

#### Article IX - Invoicing and payment

1. Unless otherwise agreed, we are entitled to demand advance payment of the entire invoice amount at any time. The invoice relating to the advance payment must be paid before delivery of the purchased goods has taken place.
2. Unless otherwise agreed, payment, without set-off, of the additional costs, must also be made before or at the time of the purchase or delivery of the goods sold, and in any case within 30 days of the invoice date. We do not accept payment in cash but only by bank transfer. All payment terms are to be regarded as strict deadlines. In the event of a credit on the invoice, the current payment term shall be maintained.
3. If, in the event of overdue payment, collection is effected by judicial or other means, the amount of the claim shall be increased by 10% administrative costs, while the judicial and extrajudicial costs shall be borne by the Customer to the extent that the amounts paid or owed by us, without prejudice to our other rights on the basis of the law or the agreement.

#### Article X - Complaints and warranties

1. Complaints about visible defects must be made specifically and in writing immediately after receipt of the product, but no later than 5 days after the actual transfer of the product.
2. Complaints about invisible defects must also be made in writing immediately after discovery, but in any case, within the warranty period referred to in paragraphs 3 and 4. Any claim against us in respect of the defects in question shall lapse if the aforementioned terms are exceeded. Legal claims in this respect must be submitted within one year of a timely complaint, at the risk of forfeiture of all rights.
3. Without prejudice to the restrictions set out below and unless expressly agreed otherwise, we guarantee both the soundness of the new product, installation, assembly and commissioning delivered and the quality of the material used and/or delivered for this purpose, for a period of 12 months after delivery in accordance with Article VI, paragraphs 4, 5 and 6, and to the exclusion of any visible defects. If assembly or installation by the Customer has

been agreed, the aforementioned warranty obligation applies to us for a period of 12 months after assembly or installation, but no later than 18 months after delivery in accordance with Article VI paragraphs 4, 5 and 6. For parts delivered separately, a period of 12 months after the said delivery shall apply.

4. Paragraphs 1, 2 and 3 shall apply mutatis mutandis to defects which are exclusively or predominantly due to faulty assembly and/or installation on our part. If we install or assemble the product, the periods referred to in paragraphs 1, 2 and 3 shall commence on the day on which the installation is completed by us, on the understanding that in that case the warranty period shall in any case end if 18 months have lapsed since delivery in accordance with Article VI paragraphs 4, 5 and 6.
5. Defects of Caterpillar products located within the Dutch borders covered by the warranty referred to in paragraphs 1 and 2 shall be removed by us in accordance with the warranty provisions specifically declared applicable to those Caterpillar products by the manufacturer. For Caterpillar products located outside the Netherlands, the Customer may rely on the local Caterpillar dealer who is obliged to fulfil the manufacturer's warranty obligations within that region. If this is not possible, and if our presence is required, transport and travel costs from the Dutch border, as well as any waiting and accommodation costs, shall be at the expense of the Customer. Our warranty with regard to a possible defect in a product other than a Caterpillar product, irrespective of where this occurs, includes repair and/or replacement of the defective part, whether or not in our company, or by sending a part for replacement. The warranty provides in all cases, in addition to the free dispatch within the Netherlands of the replacement material, also includes reasonable and customary work required to repair the defect and, if necessary, at our discretion, work for disassembly or reconnection of the product to the tools, foundation and other connection systems. Costs to be incurred by us, in addition to the obligations described above, such as but not limited to transport costs abroad, waiting, travel, accommodation and costs for examination by experts, as well as additional work due to disassembly and assembly, which would not have occurred if the product had been repaired under normal working conditions, shall be borne by the Customer. Upon first request, the Customer shall provide us with assistance with any dismantling and assembly.

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6. The Customer may only have a third party carry out the repairs necessary with our written consent, at our expense, to the extent that the costs involved are reasonable. Our cost price level shall be considered in determining that reasonableness. The third party that can carry out a necessary repair will be designated by us in close consultation with the Customer. Repair by a third party in accordance with this paragraph is only possible:
    - If we are not able to repair the defect or are unable to do so on time, at our own premises;
    - if there is an imbalance between the necessary costs of transporting the product to us and the costs of repair;
    - If, due to the circumstances, it cannot be required from the Customer that the repair is carried out in the workshop of Pon Power B.V.
  7. Defects occurring due to, or in connection with, the following shall in any case be excluded from the warranty:
    - the failure of the Customer to comply with operating and maintenance instructions, use other than the intended normal use;
    - other than defects in materials and/or construction, such as, for example, defects as a result of normal wear and tear, internal and external contamination, corrosion and paint damage, transport, freezing, overheating, overloading and/or dropping of the product;
    - assembly/installation or repair by third parties except as referred to in paragraph 6, including the Customer;
    - used materials or products used at the Customer's request;
    - materials or products supplied by the Customer to us for processing;
    - materials, products, working methods and constructions, which have been applied on the Customer's express instructions, as well as materials and products supplied by or on behalf of the Customer.
  8. If the Customer fails to fulfil any obligation arising from the agreement concluded with us, or fails to do so properly or on time, we shall not be obliged to provide any warranty, under any name whatsoever.
  9. If the Customer disassembles or repairs the product or arranges for it to be disassembled, repaired or other work to be carried out without our prior approval, any claim under the warranty shall be null and void.
  10. If we replace parts and/or products in accordance with its warranty obligations, then these parts/products become our property. The original warranty period will not be extended in case of replacement.
  11. No warranty is given with regard to inspections, checks, advice and similar operations carried out by us. Nor shall we accept any responsibility for designs and parts made available by the Customer.
  12. The alleged non-performance of warranty obligations does not release the Customer from its obligations arising from any agreement concluded with us.
- ### Article XI - Liability
1. Our liability shall at all times be limited to compliance with the warranty obligations described in article X of these terms and conditions.
  2. Subject to our warranty obligations, intent or gross negligence on our part, we exclude all liability for damages, including consequential damages and indirect damages and damages as a result of liability towards third parties. In any case, we are not eligible for compensation of:
    - a. trading loss, including business interruption loss and loss of profit;
    - b. damage caused to products (including movable and immovable products) or persons during the execution of installation, assembly, maintenance and/or repair work;
    - c. damage or injury to persons and/or products because the Customer and/or his subordinate(s) operated the product, worked on it or otherwise dealt with the product without our supervision during the installation, assembly, maintenance and/or repair work;
    - d. damage caused by non-compliance with the operating instructions;
    - e. damage caused by the fact that the product delivered by us has been used for a purpose other than that for which it is intended or for a purpose for which the product is not suitable;
    - f. damage occurring during the loading of the products ex our premises or warehouse after the products have been made available by us. to the Customer in accordance with Article VI;
    - g. damage occurring during the unloading of the products if we have had the products transported to the Customer's address at the Customer's request;
    - h. damage incurred or caused by actions with or work on the product carried out by the Customer or by third parties engaged by him or on his behalf.
  3. Consequently, we are also not liable for:
    - a. infringement of intellectual and/or industrial property rights or other rights of third parties as a result of the use of data provided by or on behalf of the Customer;
    - b. damage or loss, for whatever reason, of raw materials, semi-finished products, models, tools and other products made available by the Customer;
    - c. the civil-law consequences for the Customer due to violation of public-law regulations as a result of all the actions of us, our technicians or third parties on its behalf for the benefit of the Customer.

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4. If we provide our technicians with assistance and assistance - of whatever nature - with assembly and installation, this shall be at the risk of the Customer, if this is not part of the agreement.
5. The Customer shall be obliged to indemnify or hold us harmless in respect of all claims for compensation from third parties, for which liability on our part is excluded in these terms and conditions of delivery in the relationship with the Customer.

### Article XII - Force majeure

1. Force majeure shall be understood to mean: any circumstance that prevents the fulfilment of the obligations under the agreement or becomes unreasonably difficult to fulfil as well as, insofar as not already included, war, threat of war, civil war, riots, strikes, lockouts, transport difficulties, import, export and production bans, embargoes, fire, pandemic/epidemic and other disruptions in our business or that of our suppliers.

### Article XIII - Suspension/dissolution and termination

1. In the event of force majeure, we shall be entitled, without judicial intervention, either to suspend the execution of the agreement for a maximum of 6 months or to dissolve the agreement in whole or in part, without being obliged to pay any compensation. Furthermore, during the suspension, we shall be entitled and, at the end of the suspension, obliged to opt for performance or for full or partial dissolution of the agreement. Both in the event of suspension and in the event of dissolution, we are entitled to demand immediate payment for what it has already delivered or executed in the performance of the agreement.
2. If the Customer does not fulfil, does not properly fulfil or does not fulfil on time any obligation arising from the agreement or from a related agreement, or if there are good grounds for fearing that the Customer will not fulfil its contractual obligations towards us or if, in our opinion, circumstances arise at the Customer's premises which entail a significant increase in its risk and/or may impede the normal settlement of this agreement and/or the course of the damage to the product, in our opinion as well as in the event of bankruptcy, suspension of payments, shutdown, liquidation or partial transfer - whether or not as security - of the Customer's business, including the transfer of a substantial part of its receivables, we shall be entitled, without notice of default and without judicial intervention, either to suspend the performance of each and every one of these agreements for a maximum period

- of 6 months or to dissolve them in whole or in part, without being obliged to pay any compensation or warranty and without prejudice to any other rights accruing to it. During the suspension, we shall be entitled and, at the end of the suspension, obliged to opt for execution or for full or partial dissolution of the suspended agreement(s).
3. In the event of suspension and/or dissolution pursuant to paragraph 2, the outstanding receivables against the Customer shall become immediately due and payable. We reserve the right to claim (replacement) compensation from the Customer.
4. The Customer shall not be entitled to demand retroactive dissolution of the agreement.
5. We may terminate the agreement immediately in the following cases:
  - a. if the Customer remains culpably negligent in the performance of one of its obligations under this agreement, irrespective of whether or not it has been given notice of default in this respect;
  - b. if the Customer applies for suspension of payments or his bankruptcy has been filed, either by himself or by a third party;
  - c. if the Customer offers any kind of agreement to its creditors or is placed under guardianship, liquidates or sells its business;
  - d. if the Customer provided incorrect or insufficient information to us when entering into the agreement, as a result of which this agreement would not have been entered into by us, or at least on other conditions.

### Article XIV - Disputes and applicable law

1. All agreements between Pon Power B.V. and Customer shall be governed exclusively by Dutch law.
2. All disputes between Pon Power B.V. and Customer shall be settled in the first instance by the District Court of Dordrecht.
3. The applicability of the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG) is excluded.

### Article XV - Privacy and personal data

1. The Parties shall cooperate fully with each other to enable the other Party to fulfil its obligations under applicable laws and regulations concerning the protection of personal data.
2. In performing its obligations under the agreement, we shall comply with the applicable relevant laws and regulations with regard to the protection of personal data concerning the Customer.

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3. We process the personal data relating to the Customer exclusively on behalf of the Customer, to the extent necessary for the fulfilment of its obligations under the agreement.
4. We shall take appropriate technical and organizational measures to protect the personal data relating to the Customer against unauthorized or unlawful processing.
5. The Pon Processing Agreement shall, if necessary, be attached by us as an appendix to these delivery conditions and signed by the Customer.

### Article XVI - Partial nullity

1. If any provision of these terms and conditions is invalid in whole or in part, for whatever reason, the agreement and these terms and conditions shall remain in full force and effect, while the parties shall be deemed to have agreed on the invalid provisions as far as the legally valid scope of the invalid provision is concerned.

### Article XVII - Export control

1. The Customer shall comply with all applicable laws, rules and regulations relating to export controls, sanctions, embargoes or other restrictions on all goods, services or works provided by Pon Power B.V. under these General Terms and Conditions. Customer guarantees that all delivered goods and/or services and/or work will not be re-exported, sold, transferred or used in violation of the aforementioned laws and regulations. The Customer shall indemnify and hold Pon Power B.V. and its subsidiaries harmless from and against all claims, losses, damages, costs, sanctions and/or penalties in any form whatsoever arising from the non-performance of the aforementioned warranty.

Pon Power B.V.'s obligation to deliver services or supplies of any kind is conditional upon full compliance with export control laws and regulations, relevant for the import, export or re-export of the services and supplies. If Pon Power B.V. in its sole discretion, should determine that the delivery of the services or supplies in any manner would not be in full compliance with any such present or future laws and regulations, then Pon Power B.V. shall have the free right to declare that any such delivery obligation is null and void and without any consequence or liability whatsoever.

## B: REPAIR, OVERHAUL AND OTHER WORK

### Article I - General

1. The provisions set out in this Chapter B apply in addition to the provisions in section A (General Section) of these Terms and Conditions in the event of repair, overhaul, inspection and maintenance work and the performance of other work (collectively, the Work).

### Article II - Offer and agreement

1. As additional work is considered all that has been recorded in writing by us in consultation with the Customer during the execution of the agreement over and above the Work explicitly recorded in the written agreement, or in the absence thereof in the written acceptance.

### Article III - Conditions for the performance of Work

1. If the Work is carried out in one of our workshops, all transport and other costs incurred outside these areas shall be at the expense of the Customer and the products to be repaired or reconditioned shall at all times be at the risk of the Customer.
2. If the Work is carried out at the place where the product is located, Customer shall:
  - a. ensure that the Work can take place in a place that is sufficiently protected against the effects of the weather, that is clean and where there is sufficient light and, if necessary, water, etc.; this place must be lockable; the Customer must also ensure that all regulations regarding safety, fire prevention, etc. have been complied with;
  - b. ensure that we can commence the Work with its technicians/mechanics or employees of subcontractors immediately upon arrival at the site and can carry out the Work undisturbed;
  - c. to bear all costs that arise if our technicians or employees of subcontractors are unable to commence the Work immediately upon arrival or are forced to interrupt it through no fault of their own, or have to continue their Work outside normal working hours;
  - d. to provide all assistance that may reasonably be required and to make electrical power, fuel, water, etc. available, as well as scaffolding, lifting, hoisting and transport equipment;
  - e. to provide us with employees free of charge upon first request;
  - f. to bear all costs for activities such as the dismantling of pipes and discharge pipes, stairs, platforms, etc. necessary for the proper performance of the Work as well as for the re-assembly and fitting thereof after the repair;

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- g. all necessary safety and precautionary measures have been taken and are maintained in accordance with the VCA certified work guidelines and that, in the context of assembly or installation by our technicians, all government regulations have been complied with;
  - h. to insure itself to the satisfaction of us  
- and to allow this insurance(s) to continue at least for the duration of the Work to be performed - against any form of damage as a result of accident and fire caused during the preparation of or during the performance of the Work assigned to us.
3. We are not liable for the result of Work carried out if it must be carried out within a period determined unilaterally by the Customer, or if the Customer unilaterally determines that employees must be deployed on the part of the Customer. Nor are we liable for exceeding the unilaterally set period.
  4. Costs incurred as a result of the Customer's failure to comply with the conditions referred to in this article are at the expense of the latter and he is also liable for all damage resulting therefrom.
  5. Work will only take place during normal working hours.

### Article IV – Guarantee and liability

1. With due observance of the period referred to in paragraph 2, we accept responsibility for the occurrence of defects in the parts or materials fitted or installed and the Work only if:
  - a. the Work and all the activities, innovations, modifications and deliveries deemed necessary in our opinion have been carried out in full;
  - b. we have determined the manner of performance of the Work, the management thereof and the number of mechanics and auxiliary personnel to be deployed;
  - c. The Customer has refrained from any form of intervention in the nature and/or performance of the Work.
2. We grant a twelvemonth warranty on the Work performed with due observance of paragraph 1 of this article and on the parts and materials installed or fitted, which period commences after the Work has been completed by us, regardless of whether or not the product is then put into operation. Defects that have come to light within that period as a result of faulty parts or materials inserted or insufficient workmanship on our part or on the part of our used employees - at its discretion - shall be remedied on the same terms and conditions as referred to in Article X paragraph 5 of Part A of these General Terms and Conditions, provided that they have been reported to us in writing within 8 days of the first occurrence of the defect.

3. Warranty claims shall lapse if:
  - a. the product has been used improperly;
  - b. instructions for use provided by us and/or instructions or directions given by us have not been complied with;
  - c. the defects have been repaired by third parties.
4. The warranty period as set out in paragraph 2 shall not be extended after the defects mentioned therein have been remedied.
5. Parts and materials delivered by us but not assembled by it shall not be covered by the warranty in the event of proven incorrect assembly. Parts and materials not delivered by us are not guaranteed for that specific part.

### Article V - Termination

1. We are at all times entitled to terminate the agreement if and in so far as it can no longer reasonably be expected that we will continue the Work. This may include, but is not limited to, excessive price increases outside our control, changes in conditions of use that could not have been foreseen at the time the agreement was concluded, or other circumstances that make the agreement manifestly loss-making. If and to the extent that this situation occurs, the parties shall endeavour to find a solution in accordance with the standards of reasonableness and fairness and in good mutual consultation.

### Article VI - Obligations of the Customer

1. The Customer shall be obliged, at our first request, to discontinue the use of the Product if, in its opinion, this is necessary to prevent (further) damage.
2. The Customer must comply with all the instructions for use of the manufacturer or ours and, at its own expense and risk, take care of the collection and disposal of chemical waste products originating from the Product.
3. The Customer is obliged to inform us in writing without delay of all damage to the Product and all other items that may affect the warranty and/or the costs and price of the Agreement.
4. Client shall indemnify us against any liability, including liability of and by third parties, as a result of the Product coming into contact with substances and/or objects that are at any time regarded as critical, harmful or dangerous to the environment or to the health of people, flora and fauna, even if and insofar as the Customer was unaware of this. The Customer shall in any case ensure adequate cleaning of the Product and take measures to protect us and its personnel or third parties engaged by it. We assess whether these measures are sufficient and reserves the right at all times to refuse or discontinue the performance of the Work.

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### Article VII - Technical acceptance / technical adjustments / safety

1. Everything that is generally regarded and accepted as good technical opinions, practices and methodologies during this agreement, given the current state of the art, is accepted by us and the Customer and, where necessary and possible, applied to the performance of the Work.
2. We perform the Work on the basis of the applicable (environmental) requirements applicable by the authorities at the time the agreement is entered into. The official measurements to be carried out periodically to ensure compliance with (environmental) requirements (such as EBI inspection) do not fall within the scope of this agreement.
3. The Customer is responsible for technical adjustments that become necessary as a result of changed government regulations, changed operating conditions at the Customer's premises that are not in line with price and/or cost agreements or the unavailability of certain components or parts.
4. We shall be entitled, in the event of an unsafe situation arising in its opinion, to discontinue and/or suspend Work until we consider the situation to be safe.

## C: ONLINE ORDERS

### Article I - General

1. In addition to the provisions in section A (General Section) and section B (Repair, overhaul and other work) of these terms and conditions, the provisions set out in this section C apply in the case of online orders placed by the Customer.

### Article II – Agreement/offer

1. These terms and conditions of sale and delivery shall be made available to the Customer electronically and may be stored on a permanent data carrier prior to the conclusion of the agreement.
2. The online offer contains a complete and accurate description of the offered products including name and article number. The description is detailed in order to enable a proper assessment of the product by the Customer. All images are a true representation of the products offered. Obvious errors in the offer are not binding for us. We are also not liable for obvious typing errors.

### Article III – Delivery time

1. Delivery times of online orders are indicative and reflect the availability of the products in our inventory or those of our suppliers, or the provisional lead times for shipping the products. These lead times are given for indicative purposes only and may vary, in particular due to production or transport variables.
2. Any online order placed after 5 p.m. shall be deemed to have been received at 8.30 a.m. the next day. Any order placed on a Saturday, Sunday or public holiday shall be deemed to have been received at 8:00 a.m. on the next working day.

### Article IV – Credit check

1. We may, within the legal framework, investigate whether the Customer can meet his payment obligations, as well as whether there are facts and circumstances that prevent the responsible conclusion of the Agreement via the platform. If, on the basis of our investigation, we have good reasons not to enter into the Agreement, we are entitled to refuse an order or to attach special conditions to the fulfilment thereof.

### Article V – Right of return

1. Customer can return an online order above EUR 50.00 with all delivered accessories, in original condition and packaging, in accordance with the instructions given. Online orders made specifically to order are not eligible for return.
2. Returns can only be made within 90 calendar days, calculated from the invoice date..
3. If an online order is received within the specified period of time but contains traces of use or damage, we may decide not to accept the return of the shipment.