

Dromec B.V. General Terms and Conditions

Article 1: Applicability and definitions

- These General Terms and Conditions apply to all quotations issued by Dromec B.V., registered with the Dutch Chamber of Commerce under number: 08069539 (hereinafter referred to as: **"Dromec"**), as well as to all agreements concluded by Dromec and all further agreements that may result from any quotation issued or agreement entered into by Dromec.
- The other party shall hereinafter be referred to as the **"Client"**.
- In the event of any discrepancy between the contents of the agreement concluded between the Client and Dromec and these General Terms and Conditions, the provisions of the agreement shall prevail.
- "In writing" is deemed to include "by e-mail".
- "The work" refers to the product or service being manufactured/provided/delivered by Dromec to the Client.

Article 2: Quotations

- All quotations issued by Dromec are non-binding unless they specify a deadline for acceptance.
- An agreement shall be concluded only once Dromec has confirmed the Client's order. Any changes to the agreement shall be made via the process of quotation and acceptance of such quotation.
- The Client must immediately check the confirmation issued by Dromec for accuracy and completeness, and must immediately report any errors to Dromec in writing.
- If the Client provides data, drawings or similar to Dromec, Dromec shall assume that the information provided is correct and complete and shall base its quotation on this information.
- The prices stated in the quotation are in euros, exclusive of sales tax and other statutory charges.

Article 3: Confidentiality and intellectual property

- All information provided to the Client by or on behalf of Dromec (such as quotations, drafts, images, drawings and technical knowledge) shall, regardless of the nature or format of such information, be considered confidential and must not be used by the Client for any other purpose than the performance of the agreement.
- The information referred to in clause 1 of this article must not be published or reproduced by the Client.
- If the Client violates either of the obligations described in clauses 1 and 2 of this article, the Client shall immediately become liable to pay a fine of EUR 25,000 per violation. This fine shall be payable in addition to any statutory damages due.
- The Client must, on Dromec's first request and before a deadline specified by Dromec, either return or destroy the information referred to in clause 1 of this article, as instructed by Dromec. If this provision is violated, the Client shall immediately become liable to pay a fine to Dromec of EUR 1000 per day. This fine shall be payable in addition to any statutory damages due.
- Unless otherwise agreed in writing, Dromec shall hold and retain all intellectual property rights to quotations issued and drafts, images, drawings, calculations, (test) models and programming provided, as well as to the work itself and other work.

Article 4: Advice and information provided

- The Client may not derive any rights from advice or information provided by Dromec if such advice or information does not relate to an agreement concluded with Dromec.
- The Client shall indemnify Dromec against any claims by third parties in relation to the use of advice, drawings, calculations, drafts, materials, samples or models provided by or on behalf of the Client, as well as in relation to the work itself and other goods.

Article 5: Delivery and engineering costs

- A delivery estimate (which is defined as the delivery time and/or performance period) shall be provided by Dromec during the quotation phase.
- The approximate engineering costs shall also be defined during the quotation phase.
- When defining the delivery estimate and the engineering costs, Dromec shall assume that it will be able to execute the order or instruction under the circumstances that are known to it at that point in time.
- The delivery estimate and engineering costs shall only be finalised once agreement has been reached on all commercial and technical details; Dromec has all of the required information and final, approved drawings and similar at its disposal; the agreed (partial) payment has been received; and all of the conditions necessary for the execution of the order have been fulfilled.
- If the circumstances have changed since Dromec finalised the delivery estimate, or if a delay arises for which the Client is responsible and at the Client's risk, Dromec may delay delivery for the period of time required to execute the order under these new circumstances. If the work can no longer be accommodated in Dromec's schedule, it will be carried out when scheduling permits.
- If additional work is required, delivery will be postponed for at least as long as Dromec requires to obtain the

materials and parts for the additional work and to carry out the additional work. If the additional work cannot be accommodated in Dromec's schedule, it will be carried out when scheduling permits.

- If a suspension of obligations applies to Dromec, delivery will be postponed for at least as long as the duration of the suspension. If the continuation of the work can no longer be accommodated in Dromec's schedule, it will be carried out when scheduling permits.
- If the weather conditions make it impossible to carry out a site acceptance test (SAT) or any on-site maintenance or warranty work, the SAT or the work may be postponed by Dromec.
- The Client is required to pay all costs that Dromec incurs as a result of a delay to the delivery estimate as described in this article.
- If Dromec fails to deliver by the specified delivery estimate, the Client shall have no right to claim compensation for damages or to dissolve the agreement.

Article 6: Transfer of risk

- The risk in relation to the work shall be transferred to the Client when Dromec makes the work available to the Client, and/or when Dromec has informed the Client that the work is available. From this moment, the Client bears all risk in relation to the work (including in relation to storage, loading, transport and unloading).
- The Client and Dromec may agree that Dromec will provide transport. In such cases, the risk in relation to processes such as storage, loading, transport and unloading shall also rest with the Client. The Client may take out insurance against these risks.
- If the agreement involves a trade-in transaction and the Client is holding the item to be traded in while awaiting delivery of the work, the risk relating to the item to be traded in rests with the Client until the item has been passed to Dromec. If the Client cannot hand over the trade-in item in the same condition as it was in when the agreement was concluded, Dromec reserves the right to dissolve the agreement.

Article 7: Undeliverable goods

- The Client is required to accept the work following delivery.
- The Client must co-operate to the extent that may reasonably be expected to enable Dromec to deliver the work (if delivery has been agreed).
- Undeliverable goods will be stored at the Client's cost and risk and in return for a reasonable rate of payment.
- In the event of any violation of the provisions of clauses 1 and/or 2 of this article, the Client shall be liable to pay a fine to Dromec of EUR 500 per day, up to a maximum of EUR 25,000. This fine shall be payable in addition to any statutory damages due.

Article 8: Changes to pricing

- If more than two years pass between the quotation date and delivery, Dromec reserves the right, following consultation with the Client, to charge on any price increases, in addition to the agreed price indexation, if it can demonstrate that the prices of one or more materials or services have increased by 5% or more between the quotation date and delivery.
- If the price increases by more than 10% (excluding increases as a result of price indexation), the Client reserves the right to dissolve the agreement.

Article 9: Scope of the work

- The Client must ensure that any necessary permits, exemptions, notices and other orders required to execute the work (such as those required during the SAT) are obtained in good time. The Client is required, at Dromec's first request, to provide a copy of any of the aforementioned to Dromec.
- The price of the work does not include:
 - any costs, regardless of their nature, that are not explicitly listed in the quotation;
 - the cost of linking Dromec data or software to the Client's data or software;
 - costs relating to the prevention or limitation of damage to goods located at or close to the site of the work;
 - travel and accommodation costs;
 - the costs of commissioning;
 - the costs of loading/unloading and transport at the site;
 - costs relating to the acceptance body, including certification, classification and service costs, assessment of plans, acceptance of gearboxes and/or motors and internal costs incurred by Dromec; an administration fee of 10% shall be added to these costs.
- If Dromec carries out one or more of the aforementioned tasks or bears the costs of such tasks, Dromec shall charge these costs on to the Client.

Article 10: Execution of work on site

- The Client shall ensure that Dromec can carry out its work on site, where required, without disturbance and at the agreed time, with access to the required facilities such as gas, water and electricity; heating; lockable, dry storage space; and the welfare facilities required under health and safety regulations.

- The Client bears the risk of and is liable for any damage arising from loss, theft, fire and damage to the property of Dromec, the Client and third parties, such as tools and materials intended for or used in the work, whether located at the site where the work is taking place or in another agreed location.
- The Client is required to take out adequate insurance against the risks listed in clause 2 of this article. The Client must also take out work material risk insurance. On Dromec's first request, the Client must provide Dromec with a copy of the relevant insurance policy/policies and proof of payment of the premium(s). If damage occurs, the Client must immediately report the incident to its insurer to allow the claim to be processed.
- If the Client fails to satisfy its obligations as described in the previous clauses of this article and this failure results in a delay in the execution of the work, the work shall be executed once the Client fulfils its obligations and when permitted by Dromec's scheduling. The Client is liable for all damage suffered by Dromec as a result of the delay.

Article 11: Delivery of the work

- The work shall be considered delivered in each of the following cases, where it has been agreed:
 - the Client has approved the work;
 - the work has been commissioned by the Client. If the Client partially commissions the work, then the commissioned elements shall be considered delivered;
 - when Dromec has informed the Client in writing that the work is complete/has been approved;
 - the Client has not approved the work due to minor defects or missing parts that can be rectified or supplied within 30 days and these issues do not prevent the commissioning of the work.
- If the Client does not approve the work when it is required to do so, the Client must inform Dromec of this in writing within five days of being notified that the work is complete, stating the reasons for this decision. The Client must continue to provide Dromec with the opportunity to deliver the work after this point.
- The Client shall indemnify Dromec against any third-party claims for damage to undelivered parts of the work (or parts delivered late) caused by the use of parts of the work that have already been delivered.
- Ownership of the work shall be transferred only once the Client has made full payment of all sums owed to Dromec. The transfer of risk described in article 6 remains unaffected.

Article 12: Changes to the work

- In addition to the usual tolerances for dimensions, performance and other similar aspects, changes that are reasonably required to achieve the intended results or that arise from a modification to the working methods are also permitted.
- Changes to the work shall always result in an increase or decrease in the amount of work required if:
 - there is a change to the design, specifications or plan;
 - the information provided by the Client does not correspond to the actual situation;
 - the estimated quantities or lead time change by more than 10%.
- Additional work is calculated based on the price-determining factors that apply at the time the additional work is carried out. Reduced work is deducted based on the price-determining factors that applied at the time the agreement was concluded.
- The Client is required to pay the costs of additional work as defined in clause 2 of this article when such costs are invoiced by Dromec.
- If the total for the reduced work is more than the sum of the additional work, Dromec may charge 10% of the difference to the Client with the final invoice. This provision does not apply to reduced work that arises on Dromec's request.
- Dromec reserves the right to amend documents or make changes to work if the result of such changes satisfies the provisions of the agreement.

Article 13: Force majeure

- Dromec reserves the right to suspend the performance of its obligations if it is temporarily prevented from meeting its contractual obligations towards the Client as a result of force majeure.
- Force majeure includes, but is not limited to, shortcomings in connection with: suppliers, sub-contractors or transport providers that fail to satisfy their obligations, or fail to satisfy their obligations in good time; the weather; earthquakes; fire; interruptions to the power supply; loss; (cyber) crime; theft or loss of tools or materials; road blockages; strikes or work interruptions; import or trade restrictions; and staff incapacity for work.
- Dromec shall no longer be entitled to suspend performance if the temporary inability to satisfy its obligations lasts longer than six months. At the end of this period, the Client and Dromec may terminate the agreement with immediate effect; however, only the part of the agreement that has not yet been fulfilled shall be terminated.

Dromec B.V. General Terms and Conditions

4. If a force majeure situation applies and Dromec remains unable to satisfy its obligations, either party reserves the right to terminate the part of the agreement that has not yet been fulfilled with immediate effect.
5. The parties shall have no right to compensation for any losses suffered or that will be suffered as a result of suspension or termination as defined in this article.

Article 14: Warranty and other claims

1. Unless otherwise agreed in writing, Dromec will provide a warranty for the proper performance of the agreed work for a period of eighteen months following delivery. If any other warranty duration has been agreed, the other clauses of this article shall remain unaffected.
2. If the agreed performance has not been satisfactory, Dromec shall determine whether it will execute the work to an acceptable standard or whether it will credit the Client with an appropriate partial refund of the invoiced amount. If Dromec opts to execute the work to a satisfactory standard, it will determine when and how the work will be carried out. If the agreed performance consisted of or included processing materials provided by the Client, the Client must provide new materials at its own cost and risk.
3. Parts or materials that are to be repaired or replaced by Dromec must be sent to Dromec by the Client.
4. Unless otherwise agreed, the following costs are payable by the Client: all transport and shipping costs, the costs of disassembly and assembly, and travel and accommodation costs.
5. The Client must in all cases provide Dromec with the opportunity to rectify any defects or to carry out the work again.
6. The Client may only claim under the warranty once it has satisfied all of its obligations towards Dromec.
7. The warranty shall not apply if the defects arise from:
 - normal wear;
 - improper use;
 - a lack of maintenance, or incorrectly executed maintenance;
 - installation, assembly, modification or repair by the Client or third parties;
 - defects in or the unsuitability of goods obtained from or whose use was stipulated by the Client;
 - defects in or the unsuitability of materials or tools used by the Client.

No warranty is provided for:

- delivered goods that were not new at the time of delivery;
 - approving and repairing goods provided by the Client;
 - parts that are subject to a factory guarantee.
8. The provisions of clauses 2 to 7 of this article shall also apply in the event of any claim from the Client based on non-performance, non-conformity or any other reason.
 9. The rights granted to the Client under this article are non-transferable.

Article 15: Complaint obligations

1. The Client shall no longer be entitled to submit a claim based on a performance issue if it has not submitted a written complaint to Dromec within fourteen days of discovery of the issue, or within fourteen days of when it could reasonably be expected to have discovered the issue.
2. Complaints relating to the invoice amount must be submitted to Dromec in writing before the payment due date; if this requirement is not met, the Client shall forfeit all rights. If the payment period exceeds thirty days, the Client must submit such complaints in writing within thirty days of the invoice date.

Article 16: Payment

1. Payment shall be made at Dromec's place of business, to an account indicated by Dromec.
2. Unless otherwise agreed, all of the costs connected with payments, and in particular with international payments, must be paid by the Client.
3. Unless otherwise agreed, the Client shall in all cases pay all costs connected with shipment, including the costs of documentation, certification, customs duties and taxes.
4. Invoicing and payment shall exclusively take place in euros. Any costs incurred when converting payments to foreign currencies must be paid by the Client.
5. The Client is not entitled to deduct any claims against Dromec from amounts it owes to Dromec, nor to delay payment on the grounds of such a claim, unless Dromec has been declared bankrupt.
6. Irrespective of whether or not Dromec has fully completed the agreed work, all sums that the Client owes or will owe to Dromec under the agreement shall become due immediately if:
 - a payment deadline is not met;
 - the Client has filed for bankruptcy or a suspension of payments;
 - the Client's assets have been seized or a claim has been made to its receivables;
 - the Client (company) has been dissolved or liquidated;
 - the Client (natural person) has applied for legal debt restructuring, has been placed into receivership or has died.

7. If payment has not been made within the agreed payment period, the Client shall immediately owe interest to Dromec. Interest shall be charged at a rate of 12% per year or at the statutory business rate if this is higher. When calculating interest, partial months are considered full months.
8. Dromec reserves the right to offset its debts owed to the Client against claims that companies affiliated with Dromec have towards the Client. Dromec also reserves the right to offset its claims towards the Client against debts that companies affiliated with Dromec owe to the Client. Furthermore, Dromec reserves the right to offset its debts owed to the Client against claims towards companies affiliated with the Client. Affiliated companies are defined as companies that belong to the same group as defined in article 2:24b of the Dutch Civil Code, and shareholdings as defined in article 2:24c of the Dutch Civil Code.
9. If payment is not made within the agreed payment period, the Client shall be liable to pay all extra-judicial costs to Dromec; the minimum amount payable shall be EUR 275. If the actual extra-judicial costs incurred are higher than this minimum amount, then the actual costs shall be payable.
10. If Dromec wins any legal proceedings, all costs that it has incurred in the course of the proceedings shall be payable by the Client.

Article 17: Securities

1. Irrespective of the agreed payment terms, the Client shall be required, at Dromec's first request, to provide payment security to a level that is deemed adequate by Dromec. If the Client fails to provide such security within the specified period, it shall immediately be considered in default of its obligations. In such circumstances, Dromec reserves the right to dissolve the agreement and recoup its losses from the Client.
2. Dromec shall remain the owner of all delivered goods for as long as the Client fails to satisfy all of its payment obligations towards Dromec (including obligations arising from previous and subsequent agreements).
3. Where delivered goods are subject to retention of ownership, the Client must not sell these goods outside the scope of its normal business activity. The Client shall also refrain from encumbering any goods delivered subject to retention of ownership.
4. If Dromec invokes its retention of ownership rights, it may repossess the delivered goods. The Client shall offer its full co-operation with this process.
5. Dromec has a right of lien and a right of retention towards anyone requesting delivery thereof, on all goods Dromec holds or will hold for whatever reason and for whatever purpose, and for all claims it has or may have in future towards the Client.

Article 18: Termination of the agreement

1. Dromec reserves the right to suspend performance and/or to dissolve the agreement if:
 - a. The Client fails to satisfy one or more of its obligations under the agreement, or fails to do so in a timely manner; or
 - b. Following the conclusion of the agreement, Dromec becomes aware of circumstances that give it reason to believe that the Client will not be able to fully satisfy its obligations; or
 - c. The Client was asked to provide security relating to the fulfilment of its obligations under the agreement when the agreement was concluded, and this security has not been provided or is inadequate.
 - d. A statutory (or contractual) right applies, on the basis of which Dromec is entitled to suspend performance or dissolve the agreement.
2. The Client may not terminate or cancel the agreement unless Dromec agrees to do so. Dromec's agreement to such a request may be granted subject to certain conditions, such as a requirement to reimburse costs and cover damages and lost revenue, as determined by Dromec.
3. If the agreement is terminated, any usage rights granted to the Client by Dromec shall immediately expire.
4. Under no circumstances shall Dromec be required to pay compensation for damages in the event of termination of the agreement.

Article 19: Software

This article applies if the agreement relates to or includes the delivery or commissioning of software or goods that incorporate software.

1. The ownership of software is not transferred.
2. The Client is not permitted to analyse or closely examine the software or the goods that the software is part of, nor to instruct third parties to carry out such analysis or examinations. The Client must also refrain from making the software available to third parties and from transferring, copying or publishing the software, and from using it for any purpose other than the purpose for which it was provided.
3. Dromec shall under no circumstances be required to provide other (supplementary) software unless agreed in writing by the parties.

4. Dromec shall under no circumstances be required to publish the source code of the software or any technical descriptions of any type.
5. Services provided by Dromec, as referred to in this article, exclude installation, maintenance and other support services, unless expressly agreed otherwise in writing by the parties.
6. The Client is not permitted to modify the software.
7. The Client will be given a non-exclusive, global, perpetual user licence for the computer programming, solely for the purposes of normal use and the proper functioning of the work. The Client is not permitted to transfer the licence or issue any sub-licences. If the Client sells the work to a third party, the licence shall be legally transferred to the new owner of the work.

Article 20: Liability

1. In the event of a shortcoming for which Dromec can be held liable, Dromec must still fulfil its contractual obligations.
2. Dromec's obligation to pay compensation for damages is, irrespective of the legal basis of the claim, limited to the damages for which Dromec has insurance cover in place, whether taken out by Dromec or on its behalf; under no circumstances shall the amount of damages claimed exceed the amount paid out under the aforementioned insurance policy.
3. If Dromec cannot invoke the limitation described in clause 2 of this article for any reason, the obligation to pay compensation for damages is limited to a maximum of 10% of the order total (excluding VAT). If the agreement is comprised of separate elements or includes partial deliveries, the requirement to pay compensation is limited to a maximum of 10% (excluding VAT) of the order total for that element or partial delivery.
4. Compensation shall not be paid for:
 - consequential damage. Consequential damage includes delay damages, loss of production, lost revenue, transport costs and travel and accommodation costs. Where possible, the Client can take out its own insurance against such damage;
 - damage to property under Dromec's care. Compensation will not be paid for any damage that occurs during or as a consequence of the work, to goods that are being worked on or that are located in the vicinity of the work. If desired, the Client can take out its own insurance against such damage;
 - damage caused deliberately or as a result of the wilful negligence of workers or non-managerial subordinates of Dromec.
5. Dromec is not liable for damage to materials provided by or on behalf of the Client as a result of improper processing.
6. The Client shall indemnify Dromec against any product liability claim by third parties on the grounds of a defect in a product that was delivered to a third party by the Client and that was partially or fully comprised of work delivered by Dromec. The Client is required to compensate Dromec for all damages suffered by Dromec in this regard, including the full costs of defending any such claims.

Article 21: Applicable law and authorised court

1. Dutch law shall apply to all agreements between Dromec and the Client.
2. The Vienna Convention (C.I.S.G.), and any other global regulations that can legally be excluded, shall not apply.
3. In addition to the court stipulated by law, the court of Arnhem is also authorised to conduct the first hearing on any dispute that may arise.