

GENERAL TERMS AND CONDITIONS OF SALE – FSS B.V.

1. Applicability

1. These General Terms and Conditions of Sale apply to all legal relationships between FSS or any other natural or legal persons or company authorised by FSS (hereinafter called: FSS) that uses these terms and conditions and other natural or legal persons, with whom FSS enters into a sale agreement (hereinafter called: Buyer or Buyers).
2. The legal relationships referred to in Article 1.1. are understood to mean, among other things, all offers, commitments (both contractual and prescribed by law, including sale agreements), additional contracts and subsequent agreements and any related communication (written, electronic and oral).
3. A Buyer's general terms and conditions or other terms or conditions as defined in Article 1.1 are explicitly inapplicable.

2. Concluding agreements

1. All orders must be sent to FSS, Erich Salomonstraat 410, 1087 GT Amsterdam, for the acceptance and formal recognition of any offer (quotation) by FSS. The Buyer places its order in writing and ensures that FSS receives the order prior to the expiration date of FSS's offer. By submitting the order, the Buyer agrees with these General Terms and Conditions of Sale.
2. Every purchase agreement between FSS and the Buyer is reached on the basis of a formal offer made by FSS or (draft) agreement and the written acceptance thereof by the Buyer before the expiration date specified in the offer, without prejudice to Article 12 of these General Terms and Conditions of Sale. If the offer does not contain an expiration date it will be considered as expired one month from the date of the offer. An acceptance in which FSS's order is accepted with certain reservations – including the applicability of these terms and conditions of sale – can be refused by FSS without giving any reason and will only lead to an agreement if FSS expressly consents to them in writing.
3. All of FSS's sale agreements are based on the information provided by the manufacturer or the importer. The Buyer guarantees that it has provided all information essential to the design and execution of the assignment in good faith.
4. The content of the offer and/or agreement drafted by FSS including these General Terms and Conditions of Sale constitute the entire agreement. Any alternative agreements outside or in addition to FSS's quotation are not valid between the parties. No other party, except the Buyer who has entered into a (sale) agreement, can derive any rights from the (sale) agreement and its implementation.
5. In the event that the Buyer places a repeat order, the prices charged by FSS at that time will apply unless otherwise agreed.

3. Quality and warranty

1. FSS is required to deliver a product that satisfies the terms of the agreement. A product does not satisfy the terms of the agreement if it does not possess the characteristics the Buyer may expect under the agreement. If a product does not fulfil these expectations the Buyer is entitled to have it repaired or replaced.
2. For products that come with manufacturer warranty, the Buyer can also send complaints directly to the manufacturer or the importer. When asked, FSS can mediate between the Buyer and the manufacturer or the importer, for instance, by sending the product on behalf of and on the account and risk of the Buyer to the manufacturer or the importer.
3. FSS provides a warranty to the Buyer that the products of its own manufacture will be free of any defects in respect of materials or workmanship, provided that the products are used in

normal conditions and regular maintenance is performed, for the warranty period specified in the (unchanged) offer accepted by FSS or, if no warranty period is specified therein, for a period of 12 months from the date of delivery. The warranty period remains in force in case of repair or replacement under warranty. The warranty period cannot be extended.

4. The warranty does not apply to parts subject to wear and tear. The warranty is limited to the option that FSS will repair the defect free of charge or, at its own discretion, replace the defective part with a similar part as at the time of shipment. The warranty can be invoked only if the Buyer notifies FSS in writing within 8 days of discovering the defect. Where necessary, the defect will be repaired free of charge.

5. Costs related to repairs or modifications incurred by the Buyer or a Third Party without prior written authorisation or approval by FSS will not be refunded. Costs related to the repair of a defect outside the coverage of the warranty can be charged to the Buyer by FSS.

6. The liability of FSS as defined under the warranty may under no circumstances be higher than the purchase price.

7. FSS is not liable for any incidental or consequential damages resulting from product defects covered by the warranty.

8. Claims arising from a breach of this warranty must be filed in a court specified under Article 18 of these general terms and conditions of sale within one year after the warranty claim has arisen.

9. FSS provides the Buyer with after-sales services for the products as sold to the Buyer. The services mentioned below include, if necessary, assistance to the Buyer with respect to installation, service and repair of products as well as the training of employees who are employed by the Buyer to carry out similar operations. Such services will be offered at times and on terms and conditions as agreed between the Buyer and FSS. FSS's staff who provide such services will not receive any payment or compensation in any form whatsoever from the Buyer in exchange for services rendered.

10. This warranty is limited to the original Buyer and is not transferable.

11. FSS does not extend any warranty with respect to products produced by Third Parties or inserted in or attached to a delivered product or part thereof. FSS will pass on to the Buyer any warranty of other manufacturers with regard to those matters.

12. FSS's liability under this warranty is subject to the condition that the product should be used and maintained in accordance with all operating and maintenance instructions as supplied by FSS. This warranty regarding the product expires if:

i. a modification or repair has been carried out by anyone other than FSS's authorised personnel.

ii. a product is used at a level above its indicated capacity.

iii. the Buyer, when using the product, fails to use or maintain it in accordance with FSS's instructions.

iv. the product is subjected to abuse, vandalism, accident and similar events outside the scope of the normal conditions of use.

v. if and as long as the Buyer fails, despite written warnings, to meet its payment obligations towards FSS.

13. If the Buyer is not familiar with the operation or maintenance of the product purchased, the Buyer must contact FSS. FSS will answer the Buyer's questions within a reasonable time period.

14. The foregoing warranty is the sole and exclusive warranty regarding the products purchased by the Buyer from FSS. FSS expressly disclaims any form of warranty and the Buyer waives any and all warranties, whether express, implied or statutory, including but not limited to any implied warranties of saleability or fitness for a particular purpose. FSS cannot

be held liable in any way for special, incidental or consequential damages, whether or not preventable. No employee or representative of FSS is authorised to amend this warranty. This is a standard warranty for every product.

4. Retention of title, risk of loss and right of security

1. The transfer of risk to the Buyer pursuant to Paragraph 2 of this Article shall not affect the fact that FSS remains the owner of the product sold as long as the Buyer has not fully met its payment obligations, including any amounts that may arise in connection with the Buyer's failure to meet its payment obligations.
2. Except as provided in Paragraph 1 of this Article, the ownership will pass to the Buyer when products are delivered to the carrier at the point of entry or at FSS's home office. Notwithstanding the retention of title, the risk will pass to the Buyer immediately upon delivery.
3. If FSS has agreed financing with the Buyer for all or part of the purchase price of the products, the Buyer is obliged to provide FSS at first request (financial) security to FSS's satisfaction, as a surety, bank guarantee or lien on assets of the Buyer, to secure the principal sum including interest and costs of this financing. In case of non-fulfilment, FSS is entitled to take back or remove the products covered by the financing. This taking back or removal does not affect the payment obligation of the Buyer and FSS's legal remedies to have the Buyer fulfil its obligations.
4. In the event that goods delivered by FSS are recovered, the Buyer will grant FSS access to the building or site. The Buyer shall bear the costs of recovering the goods.
5. In the case of equipment on loan, the Buyer must treat it as a good borrower and take care of its safekeeping and storage. The Buyer may not use it for any other purpose than is dictated by the nature of the goods or as contractually agreed. If the equipment on loan is damaged in any way, these costs shall be recovered from the Buyer.

5. Payment

1. Unless otherwise agreed in writing, FSS's invoices must be paid in full within 30 days of the invoice date. A deposit of 50% will be made when placing the order. No discounts will be offered if payments are made in cash. After the expiry of this term, the Buyer shall be in default by operation of law. If payment is not made in good time, the Buyer owes FSS a statutory default interest of 2% pursuant to Article 6:119a CC from the due date of the invoice until the date of full payment thereof. In such a case the Buyer also owes FSS all extrajudicial and legal costs, including but not limited to all lawyer's fees and/or bailiff fees in connection with the judicial recovery of overdue invoices (or parts thereof).
2. FSS may suspend its obligations at any time if the Buyer fails to comply with one or more provisions of these general terms and conditions of sale, or if it can be reasonably expected that the Buyer will not comply with them.
3. For repair parts and service maintenance net cash is due upon receipt of the invoice.
4. Each shipment will be considered a separate and independent transaction and payment therefor will have to be made accordingly.
5. The purchase price excludes tax or excise duty imposed on possible levies arising from the production, sale or delivery of products or use of a product by the Buyer. The Buyer agrees to pay such taxes or duties and is otherwise fully responsible for any taxes (excluding taxes based on the net income of FSS). All personal property taxes assessable on the products after delivery are borne at purchase. FSS shall be entitled, but is not obliged, to pay such taxes directly, in which case the Buyer must immediately reimburse FSS the amount paid upon presentation of proof of payment.

6. Shipment, delivery and installation

1. Stated delivery times are estimates determined at the time of the offer and are subject to possible revision without any liability for FSS.
2. Serving notice is not possible in case of a revision of the estimated delivery period referred to in Article 6 Paragraph 1 of these General Terms and Conditions of Sale. Exceeding the delivery period shall not entitle the Buyer to rescind the purchase agreement or to claim damages.
3. In case of untimely delivery, FSS will not be in default until the Buyer has served notice upon FSS in writing, unless there is a written agreement on a fixed delivery date (final deadline).
4. In no event shall FSS be liable for any loss, or for any indirect or consequential damages due to a delayed delivery. Unless otherwise requested by the Buyer, the shipment will be provided by FSS's supplier of choice. FSS can deliver in instalments. If a consignment of products is delayed at the request of the Buyer, FSS may invoice the Buyer for such products, and the risk of loss for such products shall pass to the Buyer on the date from which FSS is willing and able to complete the shipment.
5. All equipment will be installed by and at the expense of the Buyer. If requested, FSS will provide directions and instructions for the use and installation of the products. FSS will provide service upon request or in favour of and at the expense of the Buyer. Service provided by FSS at the request of the Buyer for products that are not covered by the warranty, will be charged by FSS at the daily rate applicable at that time (8 hours) including travel time and to be increased by travel and subsistence expenses, unless otherwise agreed in writing by both parties.

7. Cancellation

1. On the part of the Buyer: every purchase order is considered an irrevocable acceptance and is non-cancellable once it has been accepted by FSS. Any cancellation by the Buyer, if approved by FSS, is subject to the payment to FSS of a fee charged to cover all costs incurred by FSS before receipt of the notice of cancellation and the loss of profit on the entire order.
2. On the part of FSS: FSS has the right to cancel and refuse to complete an order if at any time:
 - i. these General Terms and Conditions of Sale, including any requirement of advance payment or provision of security, are not complied with by the Buyer and such non-compliance is not rectified by the Buyer with evidence within seven days after receiving notice from FSS.
 - ii. The Buyer becomes insolvent, an arrangement or agreement, or any extension thereof with creditors, or is admitted to the procedures for the settlement of debts or bankruptcy.

8. Collection

1. If the Buyer is in default and FSS effects recovery of the amount payable, all associated costs will be borne by the Buyer. These costs will include at least a flat rate of 15% of the amount due. The minimum costs are EUR 45 (in words, forty-five euro).
2. The delay damages are fixed by the statutory interest under Art. 6: 119a of the Dutch Civil Code, plus 2%.

9. Complaints and returns

1. If, in the Buyer's view, FSS has failed to properly perform its work, the Buyer has to inform FSS in writing stating the reasons within 8 days of the date when the Buyer discovered this defect or can reasonably be deemed to have discovered it, in the absence of which the Buyer can no longer make any claims regarding the alleged defect.
2. In case of visible defects and notwithstanding the provisions of Paragraph 1 of this Article, the complaint should be submitted immediately upon delivery.
3. The construction, technical aspects and the performance of the products will be accepted by the Buyer prior to delivery. At the request of the Buyer, a demonstration or a test run of the product can take place in the factory of the FSS or his supplier.
4. Products may not be returned without prior written confirmation on the part of FSS. The Buyer must pay a return fee of 20% of the purchase price for each returned product. The Buyer may not refuse a product under any circumstances unless the product deviates substantially from the qualities which the Buyer could reasonably expect. No failure or defect may lead to the entire termination of the sale or purchase agreement. FSS reserves the right to amend the defect through repair or replacement within the period specified in Paragraph 1 or Paragraph 2 of this Article after it was notified of the defect in writing.

10. Unclaimed products

If the Buyer, after three consecutive written communications from FSS to the Buyer requesting cooperation with the delivery of the product – the latter by registered mail, – has failed to collect or receive the product for a period of one month, FSS is authorised to resell the product and recover the amount owed to him from the proceeds by the Buyer in respect of the failure of the Buyer to meet its credit obligations.

11. Prices

If one or more cost price factors increase and thus the purchase price for FSS increases due to circumstances beyond its control, including but not limited to an increase in costs of Third Parties engaged by FSS, fuel and energy prices, FSS reserves the right to increase the purchase price:

- a. when the offer is withdrawn within the period prior to acceptance, or
- b. prior to receipt by FSS of the first deposit of 50% of the purchase price.

In such a case, FSS is entitled to charge the corresponding additional costs. FSS will timely inform the Buyer of such increases.

12. Compensation and liability

1. Any damages incurred by the Buyer as a result of FSS's failure to fulfil its obligations will be reimbursed up to the amount of the purchase price. Consequential damages and damages for late delivery are never eligible for reimbursement. Article 7:21 of the Dutch Civil Code is excluded. The rights to compensation for damages lapses if no appeal has been made in writing listing the reasons as set out in Article 3 and Article 9 of these General Terms and Conditions of Sale. Any damage discovered later than 12 months after delivery of the product sold is not recoverable. Any damage as a result of – whether or not related to the product sold – (repair or installation) work carried out is not eligible for reimbursement if it is discovered later than three months after the execution of the work, without prejudice to Article 3.
2. FSS shall not be liable to the Buyer and/or Third Parties for any damage sustained by Third Parties during the use of products by the Buyer as bought from FSS, including but not limited to damage as a result of (i) death of Third Parties, (ii) (injury) damage to Third Parties, (iii)

damage caused by Third Parties to the employees of the Buyer and/or other persons employed at the Buyer's site, and (iv) damage caused by Third Parties to company property and/or other movable assets and property and/or registered property of the Buyer, its employees and/or other third parties, except if such damage is the result of wilful misconduct or recklessness on the part of FSS. The Buyer indemnifies FSS for all the claims from Third Parties in this respect, including but not limited to claims of Third Parties under Article 7:658 CC.

3. Any liability of FSS is limited to the amount covered by FSS's insurance in such a case. If this does not provide any cover and/or no amount is paid, the damage is limited to a maximum amount of the agreed purchase price paid for the equipment purchased. If FSS's insurance does not cover and/or no payment is made and if the purchase price has not yet been paid by the Buyer, any liability of FSS is limited to an amount of EUR 5,000 (in words, five thousand euro) per event.

4. Each Buyer must take all reasonable measures to limit the damage for which FSS is liable. The Buyer is obliged to adequately insure ("all risk") the activities it performs or will perform (including insuring any equipment purchased by the Buyer and for the Third Parties as mentioned above). FSS is not liable for damages that (i) are not covered by an insurance, while this would have been the case if the Buyer had adequately insured itself, or (ii) for damages that have occurred or become worse because the Buyer has not observed its damage limitation obligation, as intended in this Article.

5. FSS must be notified in writing of its liability by a Buyer or a Third Party within seven days of it becoming known to the party that holds FSS liable, so that FSS can inform its insurer and, where necessary, investigate the circumstances of the facts on which the liability claim is based. The potential adverse consequences or additional costs of failure to comply with this period (such as damage as a result of the failure to take protective measures and/or the collection of evidence concerning the actual events) will be borne by the party holding FSS liable. If a liability claim has not been communicated to FSS within a period not exceeding two months after the damage was discovered, any potential liability of FSS will lapse because the liability claim has not been communicated within the reasonable period of time as referred to in Article 6:89 CC.

13. Force majeure

1. Force majeure includes the inability of FSS to meet its obligations, whether or not due to circumstances of its suppliers resulting from, for example, transport difficulties, fire, strikes or work stoppages, import or trade bans. This also includes socially disruptive situations such as natural disasters, terrorism, cybercrime, disruption of digital infrastructure or pandemics.

2. FSS does not have to compensate the Buyer as a result of force majeure.

14. Right of ownership and patent rights

1. FSS retains all rights of ownership with respect to all designs, engineering details and other information relating to all products that have been designed, as well as the patent rights related to all products developed as a result thereof, including the exclusive right to manufacture and produce these products.

2. Also in view of Paragraph 1 of this Article, the Buyer may not modify or improve the purchased product without FSS's consent.

15. Proprietary technical materials

1. Documentation, maintenance manuals and drawings related to products that FSS can deliver must remain in possession of the Buyer and are not transferable, and the Buyer can

only use such proprietary technical materials exclusively for the operation, maintenance and repair of products and for no other purpose.

2. The Buyer agrees to protect the confidentiality of all proprietary technical materials and instruct and oblige its employees and/or agents to do the same. Without limiting the foregoing, the Buyer is not permitted to fully or partially reproduce or copy, transfer, sublicense, lend, publish or otherwise make available to any other person or entity the proprietary technical materials of FSS or its supplier without the express prior written consent of FSS. Claims and rights of ownership of the proprietary technical materials at all times remain with FSS. In addition to the foregoing, FSS reserves the right to terminate this license if Buyer fails to comply with the provisions mentioned. This license also terminates when the Buyer ceases to use the products. The Buyer agrees, upon notification by FSS of any termination of this license and in accordance with FSS's specific instructions, to immediately return all proprietary technical documents and all copies thereof to FSS.

3. The foregoing provisions, to the extent relating to the rights of the manufacturer (supplier of FSS), serve as a Third-Party clause as referred to in article 6: 253 of the Dutch Civil Code in favour of FSS's supplier.

16. Waiver of rights

The Buyer hereby waives its right to settlement or deferment. The Buyer also waives its right in respect of claims, perceived or not, arising out of any or not alleged agreement reached with FSS to impose prejudgment attachment (i) against FSS or (ii) against itself.

17. Patent and trademarks, compensation

1. Regarding direct infringement and/or violations of patents and trademarks on products purchased by the Buyer, FSS will defend itself at its own expense, in any dispute or proceedings against the Buyer in a court in the Netherlands. FSS will pay all damages and costs granted to the Buyer as a consequence of a direct breach by FSS: However, as far as FSS is not obligated to defend itself or is not liable for costs or damages relating to proceedings for the infringement of patents or trading rights as allowed for products other than those sold to the Buyer, or when the product sold has been modified on any equipment, system, assembly, or combination thereof, using any process method, whereby either the manufacture or testing of this product has led to another product different from the one purchased from FSS and used by the Buyer, and in case of any further obligations for FSS with respect to such damages and costs are not applicable to the alleged infringement if it took place after the Buyer was notified of the alleged infringement unless FSS gives the Buyer written consent for the continuation of the alleged infringement.

2. FSS's and the Buyer's obligations contained in Paragraph 1 of this Article enter into force immediately after the Buyer has informed FSS in writing at the time of commencement of any litigation or proceedings or claim relating to a breach. This is subject to the obligation that the Buyer provides FSS with a copy of any communication relating to the alleged infringement and also that FSS receives full authority (including the right to exclusive control of the defence of any such claim of procedure), information and assistance (at the expense of FSS) required to defend or dispute or settle or terminate the procedure. FSS will not be bound by a settlement made without prior written consent.

3. If such a dispute or procedure in connection with the continuing use of an item or product(s) is caused by the Buyer, or because of a claim relating to a breach, FSS considers it advisable, FSS may, at its sole discretion and at its own expense, do the following:

- i. grant the Buyer the right to continue to use the products.

ii. change the products concerned or replace them with a product that does not involve any violation, provided that such modification does not substantially affect the performance; or

iii. whereby FSS will credit the Buyer with the purchase price subject to depreciation based on the current value. FSS will pay the amount to be repaid to the Buyer in equal monthly instalments over a period of two years. The Buyer must then accept the return. If an infringement is alleged prior to the completion of the deliveries of the goods, FSS may refuse to make any further deliveries without being in violation of this agreement.

4. FSS is not obliged to defend itself in any litigation or proceedings and cannot be held liable for any costs or damages if the infringement arises from the Buyer's specifications or if a marking or branding has been applied at the request of the Buyer. The Buyer shall, at its expense, defend itself and, if the judgment is issued against FSS, pay the costs and damages arising from the dispute or procedure on the basis of such an infringement, on the condition that the Buyer will inform FSS as soon as possible in writing of the commencement or the threat of such a lawsuit or proceeding or claim of infringement and does everything in its power (including the right to exclusive control of the defence of any such claim of procedure) to provide the necessary information and assistance (at the expense of the Buyer) needed to defend itself or to be able to settle the dispute or procedure.

18. Notification

The address for notifications to the Buyer under the agreement and/or these General Terms and Conditions of Sale should be the last address of the Buyer specified in the offer and/or order confirmation.

19. Applicable law and choice of court

1. These general terms and conditions and all obligations (both contractual and resulting from the law) that arise out of or are related to these general terms and conditions are subject to Dutch law only. The applicability of the Vienna Sales Convention is hereby excluded.

2. All disputes arising from or relating to these General Terms and Conditions of Sale, including disputes concerning the existence or validity thereof, and all obligations (both contractual and resulting from the law) that arise from or are related to these General Terms and Conditions of Sale shall be exclusively (thus excluding any other courts) submitted to the competent judge in Amsterdam. However, FSS remains entitled to summons the Buyer in accordance with the law or the applicable international treaty.

20. Ranking of General Terms and Conditions and General Terms and Conditions of Sale

In case of conflict between the General Terms and Conditions and the General Terms and Conditions of Sale in a sales agreement, the provisions of these General Terms and Conditions of Sale shall prevail.