

## Plasmatreat Benelux B.V.

### Terms and Conditions of Sale and Delivery

#### I. Validity of the conditions

1. We conclude exclusively according to these following terms and Conditions of Sale and Delivery. They shall also apply to all future business relations, even if they are not expressly agreed again. Deviations from these conditions are only effective if we confirm them in writing. Business conditions of the customer which we do not explicitly accept in writing are not binding for us, even if we do not expressly object to them.
2. Our terms of delivery shall only apply to businesses engaged in commercial activities, including but not limited to private (B.V.) and public limited companies (N.V.), as well as other corporate entities operating in a professional or commercial capacity.
3. In interpreting these Terms and Conditions of Sale and Delivery, the literal text of this agreement shall prevail over any party intentions, irrespective of the Haviltex criterion.
4. For rental systems our rental terms apply.

#### II. Offers, scope of delivery

1. Our offers are subject to change without notice. Verbal and telephone agreements require our written confirmation to be valid, unless we prefer to follow-up on such.
2. The documents belonging to our offers, such as illustrations and drawings as well as weight and dimensional data, are only approximate unless we expressly designate them as binding. Only our order confirmation is decisive for the quality of the delivery item. We reserve the right of ownership and copyright to cost estimates, drawings, parts lists, models, circuit diagrams, computer software and other documents. These documents may not be made accessible to third parties without our consent.
3. The delivered parts comply with the standards and regulations applicable in the Netherlands. If the customer wishes to comply with special operating equipment regulations, he must specify these special operating equipment regulations requirements in the order. The customer is fully responsible for providing all relevant specifications and requirements in detail. Plasmatreat shall not be liable for any failure to comply with these special operating equipment regulations, nor for any consequences arising from the customer's failure to provide accurate and complete information regarding these requirements.
4. The scope of delivery is determined by our written order confirmation. If no such confirmation is available, our offer is decisive. Additional agreements and amendments must be confirmed in writing.

### **III. Prices and terms of payment**

1. The price stated in our order confirmation or, if no such confirmation is issued, the price stated in our offer shall be decisive. If more than four months elapse between the conclusion of the contract and the notification of readiness for delivery to the customer, we are entitled to adjust prices if we can prove to the customer that material or wage costs have increased accordingly. The possibility of an amicable price adjustment remains unaffected.
2. Invoices must be paid within 14 days. We are not obliged to accept cheques and bills of exchange.
3. If it becomes apparent after conclusion of the contract that our claim to payment is jeopardised by the customer's inability to perform, we may refuse to perform our obligations and set the customer a deadline for payment concurrently with delivery or for the provision of security in the way we prefer such security. In the event of the unsuccessful expiry of this period, we shall be entitled to withdraw from the contract and to demand compensation for damages. The setting of a time limit is dispensable if the customer seriously and finally refuses payment or if special circumstances exist which justify our immediate withdrawal after weighing the interests of both parties.

### **IV. Delivery time**

1. The deadlines stated in our order confirmations or otherwise agreed with the customer are decisive. Compliance with these deadlines is subject to the timely receipt of all documents, approvals, releases and components to be supplied by the customer and clarification of all technical questions. A further prerequisite is that the agreed terms of payment (e.g. for a down payment) and other obligations are met. If these conditions are not met in time, the delivery period shall be extended by the duration of the delay.
2. The delivery period shall be deemed to have been met if the operational consignment is dispatched or collected within this period. If the delivery is delayed for reasons for which the customer is responsible, the deadline is deemed to have been met if notification of completion or readiness for dispatch is given within the agreed period.  
Partial deliveries are permitted at the supplier's discretion. The customer is obligated to accept such partial deliveries, and the supplier shall not be liable for any delays resulting from partial deliveries.
3. If we are prevented from fulfilling our obligations due to the occurrence of unforeseeable extraordinary circumstances which we could not prevent—regardless of whether they occurred in our factory or at our suppliers—for example, operational disruptions, official intervention, delays in the delivery of essential raw materials and building materials, energy supply difficulties, the delivery period shall be extended by the duration of the hindrance, unless the delivery or performance is impossible.  
If delivery or performance becomes impossible due to the abovementioned circumstances, we shall be released from the delivery obligation.

4. Even in the event of strike or lockout, the delivery period shall be extended by the duration of the hindrance. If the delivery or service becomes impossible, we are released from the delivery obligation. If the acceptance of the delivery and service is rendered impossible or impractical for the customer due to the duration of the hindrance, and the customer can demonstrate that the delay significantly impacts the use of the delivered goods or services he is entitled to withdraw from the contract. The assertion of claims for damages is excluded. We can only invoke to the circumstances mentioned here if we notify the customer within 5 working days.
5. If the aforementioned circumstances occur with the customer, they shall not affect the customer's obligation to accept delivery.
6. If dispatch or delivery is delayed at the customer's request, we may charge storage fees in the amount of half a percent of the net invoice amount for each month or part thereof, beginning one month after notification of completion or readiness for dispatch. The storage fee is limited to five percent of the net invoice amount, unless we can prove higher costs.

#### **V. Packaging**

1. We pack the delivery items properly and at our discretion.
2. All articles are weighed and invoiced gross for net in packaging customary in the industry.

#### **VI. Dispatch and transfer of risk**

1. The risk shall pass to the customer upon dispatch. If dispatch is delayed for reasons within the sphere of influence of the customer or his vicarious agents, the risk shall pass to the customer on the day of notification of readiness for dispatch. If the customer requests the supplier to arrange the transportation, the risk shall also pass to the customer upon dispatch, and the customer shall bear the costs and risks associated with the transportation.
2. In principle, the entire shipment is insured at the customer's expense by means of a transport insurance policy customary in the industry, including loading and unloading as well as taking the goods to the place of installation immediately after unloading. The insurance is arranged on behalf of the customer, and the supplier shall never be held liable for any damages or other claims of any kind, even if the insurance does not pay out or provide coverage. Further insurances will only be taken out at the written request of the customer and against advance payment.

#### **VII. Installation and assembly**

1. If installation and assembly by us has been agreed, the customer has the following obligations to cooperate:

- The customer shall provide auxiliary teams such as henchmen and—if requested by us—electricians, locksmiths or other skilled workers together with the required number of tools. If skilled workers, such as the aforementioned electricians or locksmiths, are required, we will notify the customer no later than 3 working days prior to installation. When using skilled workers, the customer must ensure that only certified professionals or companies are engaged.
  - All ancillary work outside the standard scope of the industry, including the necessary parts, shall be organised or provided by the customer.
  - The customer shall provide protective clothing and protective devices if these are not customary in our industry as a result of special circumstances at the installation site.
  - The customer shall draw our attention to special safety precautions. If these measures require additional preparation, the customer must notify us at least 3 working days prior to installation.
2. If the installation, assembly or commissioning is delayed due to lack of proper preparatory work on the part of the customer or due to other circumstances for which we are not responsible, the customer shall bear the costs for waiting time and other necessary travel by our employees.
  3. Upon completion of the assembly, the customer shall provide our employees with a written certificate of completion of the installation or assembly.
  4. We shall not be liable for the work of our assembly personnel and other vicarious agents, regardless of whether such work is related to the delivery and assembly or erection.

Furthermore, we shall not be liable for any work carried out by our assembly personnel or other vicarious agents on the instructions of the customer, and any such liability is hereby expressly excluded.

5. If we have taken over the installation or assembly against individual invoicing, the customer shall remunerate these according to the rates agreed upon when the order was placed, including any surcharges.
6. In any case, the customer shall bear the travel expenses, costs for the transport of tools and the personal luggage of our employees as well as the release for working hours and rest and public holidays.
7. The customer undertakes to provide our employees on site with a lockable room for storing tools equipment, work clothing and other items to be used by the our employees. The room must be available throughout the duration of the project, or as otherwise agreed, and should be clean, well-lit, and sufficiently spacious to store these items securely and without obstruction. In the event that the customer is unable to provide such a space, the supplier reserves the right to make alternative arrangements, the cost of which shall be borne by the customer. The customer acknowledges that the security and storage of tools, equipment, and work clothing in the provided space is their responsibility, and shall be held liable for any loss, theft, or damage to such items.

**VIII. Retention of title**

The delivered goods remain our property until the agreed price has been paid in full, including any claims arising from the business relationship and future claims, and until any bills of exchange and cheques have been honoured.

**IX. Rights of the customer in case of defects**

1. We hereby assign our claims against suppliers of essential third-party products to the customer. The customer will not hold us liable for defects of essential third-party products, even if the customer is unable to enforce a claim against the third-party supplier, regardless of any efforts made. In such cases, our liability shall be excluded entirely, unless wilful misconduct or gross fault on the part of suppliers management.
2. We are not liable for the suitability of the goods for the purposes intended by the customer.
3. In case of justified notices of defects, we have the right, within a reasonable period of at least 14 days, to choose between repair or replacement. If the supplementary performance fails (in case of rectification after two attempts), the customer may reduce the price or—if the breach of contract is not only minor—withdraw from the contract. In addition, the customer may be entitled to claim damages or reimbursement of expenses.

If the customer withdraws from the contract, he must return the delivery item to us and—regardless of other claims—pay an appropriate fee in the amount of the usual rent for the time of use.

4. All claims of the customer shall be time-barred (Dutch: “verjaren”) after 12 months from the date of delivery. In any case, all claims shall lapse (in Dutch: “vervallen”) after 18 months from the date of delivery. If installation has been agreed upon in accordance with Section VII of these terms and conditions, the period begins to elapse as soon as the installation is complete.
5. We are not liable in any way for damages arising from material defects unless such liability exists under article 30. This includes, but is not limited to, direct damage, consequential damage, incidental damage, and delay damages. We exclude any liability for such damages, regardless of the cause, including indirect or unforeseeable losses. Claims for damages due to material defects are limited as follows:
  - We shall not be liable for slightly negligent breach of insignificant contractual obligations. Our liability for consequential damage caused by defects is excluded except in cases of intent or gross negligence.
  - Insofar as we are liable for consequential damage caused by a defect, liability is limited to foreseeable damage that cannot be attributed to exceptional circumstances.

**X. Limitation of liability and burden of proof**

1. The following restrictions apply to our contractual and non-contractual (tortious) liability as well as liability for fault at the time of conclusion of the contract.
2. We shall not be liable for the slightly negligent breach of insignificant contractual obligations. In the case of a slightly negligent breach of essential contractual obligations, the claim for damages shall be limited to the foreseeable damage typical for the contract. In the case of grossly negligent breach of non-essential contractual obligations, we shall be liable for the foreseeable damage typical of the contract. Essential contractual obligations are those whose fulfilment carries the contract and on whose compliance the customer may rely. In case of slightly negligent breach of duty due to delay, our liability is limited to 5% of the net purchase price.

**XI. Infringement of industrial property rights**

1. If an industrial property right is infringed by the contractual use of the delivery item by the customer, we shall indemnify the customer from claims by third parties that are directly related to the infringement, provided that the customer promptly notifies us in writing of any such claims and any legal or extrajudicial proceedings initiated. The customer must also grant us the authority to manage the legal dispute and the customer will cooperate with legal proceedings where necessary.

The indemnification is limited to direct and reasonable costs incurred by the customer in connection with the third-party claim, and shall not exceed 10% of the amount paid by the customer for the delivered goods. It does not extend to any other obligations or expenses.

2. We are entitled, at our discretion, to procure the right for the customer to continue to use the delivery item, to exchange it or to modify it in such a way that an infringement of property rights no longer exists. If this is not possible under economically reasonable conditions, we may withdraw from the contract.

**XII. No Re-Export to Russia or Belarus**

1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph XII. 1. is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph XII. 1..

4. Any violation of paragraphs XII. 1., 2. Or 3. shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:
  - (i) termination of this Agreement; and
  - (ii) a penalty of the total value of the goods delivered.
5. The Buyer shall immediately inform the Seller about any problems in applying paragraphs XII. 1., 2. Or 3. including any relevant activities by third parties that could frustrate the purpose of paragraph XII. 1.. The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph XII. 1., 2. And 3. within two weeks of the simple request of such information.”

### **XIII. Confidentiality**

1. The customer guarantees to keep secret and not to disclose to third parties the know-how, in particular regarding the composition of the materials used, which we have provided to him in the course of the performance of the contract. The customer shall also impose this obligation of secrecy on his employees or other third parties who come into contact with the relevant information and data.
2. In addition to the obligations set forth in this article, the customer agrees that all of his employees, as well as any third parties engaged, will be bound by a separate Non-Disclosure Agreement (NDA), which must be signed before any confidential information is shared.

### **XIV. Place of performance, place of jurisdiction and applicable law**

1. Place of performance for all obligations arising from the contractual relationship is Netherlands.
2. Any disputes arising out of or in connection with the agreement to which these general terms and conditions apply shall be exclusively subject to the jurisdiction of the courts of Limburg, Netherlands. The parties hereby agree that the competent court will be the court located in Maastricht, Limburg. However, we shall be free to call upon the court responsible for the customer's registered office.
3. Dutch law applies exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention) is excluded.

### **XV. Data protection**

The data protection information on our homepage applies.