

NEPTUNUS GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

1. GENERAL

- 1.1 In these general terms and conditions of delivery and payment ("**General Terms and Conditions**"), the following terms have the following definitions:

Customer: the party that enters into or intends to enter into an Agreement with Neptunus.

Services: the services as described in the Agreement, including but not limited to the construction, installation and repair of the Items by Neptunus, with the exception of the actual rental and the actual purchase.

Neptunus: Neptunus Group B.V., with its registered office in Kessel, with its principal place of business at 5995 MA, Kessel, at the address Neptunuslaan 2, registered in the trade register of the Chamber of Commerce under number 64983153, or any party related to it, with whom the Client has concluded the Agreement.

Agreement: the agreement between Customer and Neptunus for the purchase and/or rental of the Goods and/or the provision of the Services, of which these General Terms and Conditions form an inseparable part.

Parties: Customer and Neptunus.

Semi-permanent: rental of Items for a longer period if so provided in the Agreement.

Activities: the activities that are carried out specifically for the Client after an Agreement has been concluded.

Goods: the goods as described in the Agreement that are rented or sold to the Customer, as described in the Agreement.

- 1.2 These General Terms and Conditions apply to all assignments and Agreements granted to Neptunus, unless expressly agreed otherwise and confirmed by Neptunus in writing.
- 1.3 The Client acknowledges the applicability of these General Terms and Conditions. Other terms and conditions – which may be declared applicable by the Client – are excluded, unless otherwise agreed in writing.
- 1.4 These General Terms and Conditions can only be deviated from with the written approval of Neptunus. If any article of these General Terms and Conditions is deviated from in writing, the other articles will continue to apply to the Agreement.
- 1.5 In the event of any conflict between these General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
- 1.6 The nullity of a provision of these General Terms and Conditions does not mean that the General Terms and Conditions are null and void in their entirety. The null and void or invalid provision is replaced by an appropriate arrangement that comes as close as possible to the intention of the Parties and the economic result they are seeking in a legally effective manner.

SPECIFIC PROVISIONS

2. RENTAL OF THE ITEMS

- 2.1 In all cases, Neptunus remains the owner of the Items made available to the Client in the context of lease.
- 2.2 Rental period is understood to mean the period from the day on which the Goods are delivered up to and including the last day of removal of the Goods. The lease period may be extended at the request of the Client after stock control and subject to written consent from Neptunus for a new lease period to be determined, in which case the term of the Agreement will be extended accordingly. However, Neptunus is under no circumstances obliged to agree to an extension of the loan period. Neptunus is entitled to impose additional/amended conditions on the extension. The agreements regarding the possible extension and amendment of the terms and conditions will be recorded in writing in an extension to the Agreement or in a new agreement, at the discretion of Neptunus.
- 2.3 The Customer must use the rented Goods in a careful manner as a good tenant for the purpose for which the Goods are intended and declares to have received them in good condition, to keep them in

NEPTUNUS B.V.

the same condition and thus to deliver them again at the end of the rental period in the same condition as the Customer received them. The condition of the leased Goods at the start of use is recorded in a delivery report as referred to in Article 8.2. In the event that a delivery report is missing for whatever reason, the leased Goods are deemed to have been delivered in a well-maintained condition, free of defects and damage and must therefore also be delivered in such a condition at the end of the lease. Floors must be delivered broom clean at the end of the rental period. The Client may not transport, move, dismantle or modify the leased Items without the prior written consent of Neptunus. The Customer shall refrain from any act or omission during the rental period that may cause damage to the Items, and shall take reasonable measures to prevent damage to the Items or – if damage nevertheless occurs – to limit it.

- 2.4 The Customer must ensure that the area on which the Items are located during the rental period is cordoned off and guarded, and is not freely accessible to unauthorized persons. With regard to Semi-permanent rental, the above only applies during the build-up and dismantling period. In the event of snowfall, the Client must heat the inside of the Goods sufficiently (whereby it will at all times behave in such a way and take reasonable measures to prevent the risk of fire) to melt any snowfall on the Goods, and to prevent the (risk of) failure of the construction.
- 2.5 The Customer must at all times provide access to the rented Items at the first request of Neptunus.
- 2.6 Subletting, making available and using the Items to a third party is only possible with the prior written consent of Neptunus.
- 2.7 The Client must immediately inform Neptunus if the Client, its movable or immovable property or the present leased property is seized, or if the property rights of Neptunus are threatened in any other way, as well as in the event of bankruptcy, application for suspension of payments, receivership and/or relocation of the Client. The Client is obliged to inform the attaching bailiff, receiver or administrator immediately about and to give them access to the Agreement.
- 2.8 The Client is liable and indemnifies Neptunus for all damage to the leased Items or caused by the leased Items, by whatever name and however caused, regardless of whether this is the result of fault on the part of the Client or third parties or due to force majeure. The customer is obliged to report any damage and defect in the rented Items to Neptunus immediately. The Client is only not liable for damage to the Items caused by Neptunus or a third party to be engaged by Neptunus in connection with the installation of the Items as referred to in article 4.1, and the cause of which cannot be attributed to Customer nor is in any way related to a violation of the Agreement by the Customer.
- 2.9 The leased Items are insured by Neptunus against the risks of fire, storm, aircraft damage and lightning strikes. Installations and items that are not the property of Neptunus that are located on or in the accommodation are not included in this coverage and are at the expense and risk of the Client. During the rental period as described in article 2.2 the Client bears the risk of and indemnifies Neptunus against damage as a result of vandalism, theft, embezzlement or loss of the Items.
- 2.10 Neptunus is never liable for any environmental damage (including but not limited to soil contamination resulting from the fuel-powered rented Items such as heating, generators, etc.). In this context, the Client indemnifies Neptunus against claims from third parties, which is also understood to mean (public-law) claims by government bodies.
- 2.11 Customer is not permitted to cover or remove the brand names, trademarks, logos and logos applied to the Items or parts thereof without the consent of Neptunus.
- 2.12 If the Client does not make the Items available to Neptunus in time at the end of the lease period, the latter will be entitled to charge the Client twice the agreed daily rent as compensation as well as the costs incurred in connection therewith for each day or part of a day that the Goods have not been delivered to it, without prejudice to its other rights.
- 2.13 In good time before the end of the rental period or upon completion, the leased Items will be inspected jointly by the Parties, and the Parties will prepare and sign an inspection report in which the findings regarding the condition of the Items are recorded (including but not limited to damage and missing parts). The inspection report does not under any circumstances affect Neptunus' right to invoke additional defects at a later date which, for whatever reason, were not noticed during the inspection.
- 2.14 If the information referred to in Article 2.13 The aforementioned inspection report or when returning the Goods shows that the Goods are defective, damaged or incomplete or that the rented Goods have

not been cleaned or have been cleaned inadequately, or at least deviates from the condition in which the rented Goods were made available at the start of the lease, Neptunus is entitled to charge the Client for the associated costs. In any case, the cleaning costs in connection with paint, tape or stickers applied by the Customer to the rented items will be charged to the Customer. In the event of missing numbers of (parts of) the Items, Neptunus' warehouse counts are binding.

- 2.15 In the event of early termination of the Agreement, Customer must enable Neptunus to take back the Items upon first request, and Customer will owe Neptunus all remaining lease instalments, plus the costs of dismantling (including transport).
- 2.16 During the rental period, the Client is prohibited from connecting the Goods to immovable property, including the soil. With respect to Semi-Permanent Rentals, the foregoing is only permitted with the prior written consent of Neptunus. If the Client acts in violation of this prohibition, the Client will not become the owner of the leased Items, since the parties only intend to use the leased Items on site temporarily with the Agreement.
- 2.17 The Client, which is the owner of the land on which the leased Goods are placed, hereby grants Neptunus an irrevocable authorization to have a dependent right of superficies established, whereby the right of superficies is granted to Neptunus for the duration equal to the Agreement (including the possible continuation or extension thereof). The purpose of establishing the right of superficies is to establish that Neptunus is and remains the unequivocal legal owner of the leased Items.
- 2.18 If Customer is not the owner of the immovable property on which the Goods are or have been placed, Customer will, at the first request of Neptunus, ensure that the right of superficies is established by this third party for the benefit of Neptunus. Neptunus is always authorised to enter into an agreement with the owner of the soil to substitute the lease. Neptunus is also always entitled to apply directly to the owner of the soil in order to obtain clarity as to whether the mortgagee, if any, has given permission to let it out.
- 2.19 The costs for any right of superficies to be established will always be borne by the Customer. Neptunus is authorised to appoint a civil-law notary who can prepare and execute the deed of establishment of the right of superficies.
- 2.20 If thermal roof tarpaulins are used, the following applies. The roofing consists of double-walled PVC tarpaulin with air chambers. The pressure in the air chambers is kept constant by means of air pumps. The customer is obliged to provide a necessary fixed 230Volt (500watt/2.4 ampere) electricity connection for each air pump. The air pumps used to keep the roof pressurized are equipped with an acoustic alarm, which goes off when there is insufficient pressure in the air chambers and/or in the event of a power failure. The customer is obliged to immediately inspect whether there is a power failure if the alarm goes off. If Customer is unable to resolve the problem within one hour, Customer is obliged to contact Neptunus immediately.
- 2.21 If it has been agreed with Neptunus that a stand-by crew is available, the following applies. Client is responsible for arranging, at its own expense: (i) free parking and free access to the required areas (ii) catering; and (iii) accommodation for the crew.

3. SALE

- 3.1 The delivered Items will comply with the legal requirements relating to the Items and with the specifications as stated in the offer, order confirmation or Agreement. These warranties are the only warranties with respect to the Items provided by Neptunus.
- 3.2 In the event of a sale, hire-purchase or financial lease, Neptunus will retain ownership of the goods delivered by it until such time as the Client has fulfilled all its obligations under the Agreement, as well as any compensation owed by it in respect of the delivery in question. The risk for these Items passes to the Customer from the moment of delivery.
- 3.3 As long as the Client has not yet fulfilled all its obligations under the Agreement as referred to in the previous paragraph, the provisions of the 2.16 to 2.18 shall apply mutatis mutandis, on the understanding that the right of superficies will end as soon as all obligations have been fulfilled.
- 3.4 Delivery of the Goods purchased by the Customer will take place EXW (ExWorks) Incoterms 2020 at the location as described in the Agreement.
- 3.5 The Customer is responsible for all import and export duties, local, national and international taxes and

duties related to the purchase and delivery of the Goods.

- 3.6 The Items offered by Neptunus (including materials) may be used items, provided that these used items are in good condition.
- 3.7 Customer is obliged to investigate, or have investigated, whether the Items comply with the Agreement upon delivery and in the event of shortcomings and/or missing numbers of the Items, Customer will report this in writing to Neptunus within five days.

4. SERVICES

- 4.1 In the event of rental of the Items, the Client is obliged to have the installation (construction and dismantling) of the Items carried out by Neptunus or a third party to be engaged by Neptunus. Under no circumstances is the Client entitled to install the rented Goods itself. These Services and the intended date of installation will be further described in the Agreement. Unless otherwise agreed in writing, assembly and disassembly always take place on working days (Monday – Friday). For work on weekends and/or public holidays, additional (labour) costs and surcharges may be charged.
- 4.2 The Services described in the Agreement are obligations to perform to the best of their ability, not obligations to achieve a result, except to the extent explicitly provided otherwise in the Agreement (including but not limited to the date on which the Items must be installed).
- 4.3 Repairs to the leased Items will be carried out by Neptunus, or a third party to be engaged by Neptunus. Without the prior written consent of Neptunus, the Customer may not proceed with repairs/maintenance, or have a third party carry out repair work. Interim maintenance work, inspection/tests and repairs to the Goods are at the expense of the Customer, unless expressly agreed otherwise. If the defect or damage to the leased Items is of such a nature that, in the opinion of Neptunus, repair cannot reasonably be required, the Client is entitled – to the extent reasonably possible – to the replacement of the Items in question during the remainder of the term of the Agreement. In that case, the costs for dismantling and disposing of the defective Items and the costs for transporting and installing the replacement Items are for the account of the Customer. During the period that the Goods cannot be used as a result, the payment obligation of the Client will apply in full. Minor maintenance, including but not limited to keeping the gutters clear, must be carried out by the Client at its own expense and risk. In case of doubt as to whether certain maintenance qualifies as minor maintenance, Customer must contact Neptunus in advance.
- 4.4 If installation, maintenance and/or repair Services take place or in the event of inspections and/or tests, Customer (or a person designated by Customer) must be present at the start of the Services in order to determine, among other things, and if applicable, the exact location for the placement of the Items in consultation with Neptunus' foreman. Neptunus is at all times entitled to reject the location at its sole discretion, which will not be done on unreasonable grounds.
- 4.5 If the Client makes machines available for the performance of the Services (such as forklift trucks), the Client guarantees that these meet the legal requirements and the (technical) requirements of Neptunus, are sufficiently insured and inspected and are free of defects. The deductible must have been bought off by the Customer.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1 The Client must ensure, at its own expense and risk, that the location where the Goods are to be installed: (i) is physically suitable for the installation, which in any case also includes the soil conditions; (ii) complies with relevant requirements and applicable laws and regulations; and further (iii) that all necessary permits and permissions to enter the venue for the performance of the Services have been obtained in a timely manner, that all facilities necessary are in place and that the necessary precautions have been taken to enable the safe performance of the Services.
- 5.2 Customer must ensure that the location where the Goods are delivered is accessible from the public highway for large and heavy vehicles such as trucks and forklifts, is completely free of obstacles, and, if installation is to be carried out by Neptunus, is made so flat and provided with the necessary and agreed foundation that Neptunus, can start placing the Items without additional work, and that public areas are kept free during the construction and dismantling of the Items. Unless otherwise stipulated in the Agreement, the Client must ensure that the site is easily passable (or is made by means of road plates)

for trucks, cranes, forklifts and other work equipment. Neptunus is not responsible for damage to the terrain or pavement. Should the site become inaccessible or unsuitable, for example due to weather conditions, Customer must provide a replacement site, failing which Neptunus will be entitled to suspend its obligations, without prejudice to Neptunus' right to payment and without any claims on the part of Client.

- 5.3 Anchoring must be possible on the site by means of anchor pins. If it is not possible to anchor by means of anchor pins up to 2 meters, this can result in additional costs.
- 5.4 All business charges and taxes, including but not limited to O.Z.B. charges and water board levies, which may be levied in respect of the leased Goods, shall be borne by the Client, regardless of whether these charges and taxes are levied or collected from the Client or Neptunus. If and to the extent that these charges and taxes are levied or collected from Neptunus, the Client is obliged to pay them at Neptunus' first request. The Client indemnifies Neptunus against claims by third parties against Neptunus in connection with the aforementioned business expenses and taxes.
- 5.5 Unless otherwise stipulated in the Agreement, the Client must ensure that the prescribed fire alarm and evacuation systems and other fire prevention facilities (fire extinguishers, emergency lighting and emergency exit signs) are installed and kept ready for use at its own expense. The Client is obliged to inform the responsible official authorities regarding the intended construction of the Goods and - if required - to make an appointment for a technical inspection, which must take place in the presence of a representative of Neptunus. If necessary, Neptunus will make a structural drawing and/or calculation available to the inspection authorities. Customer, being aware that this drawing and/or calculation is patented and confidential information as referred to in Article 12 of these General Terms and Conditions, is obliged to maintain confidentiality (and return) and must ensure that the drawing and/or calculation is used exclusively for the purpose of the technical inspection. Any costs for the structural drawing and/or calculation will be further specified in the Agreement.
- 5.6 Unless otherwise stipulated in the Agreement, Customer must ensure the presence of toilets, construction huts and storage containers for its own use (also by Neptunus) on the site where the Goods are placed and the Services are performed. The Client shall also provide its own account (including but not limited to consumption costs) for the connection, supply, drainage and removal of electricity, water and utilities required during the Services, and a connection up to the meter cupboard. Costs related to rainwater drainage and sewerage, any required ring pipe and connection to the down pipe of the rainwater drainage are for the account (and responsibility) of the Customer. Repair costs and/or replacement costs of recesses made in floors and walls for the purpose of the pipes will be charged to the Customer. Any facilities installed in the soil will not be removed by Neptunus and are the responsibility of Customer.
- 5.7 If excavation work and/or soil drilling has to take place in connection with anchoring, the Customer must inform itself in advance of the exact location of cables and pipelines (including gas, water, electricity, heating and communication) and the Customer must submit drawings of this to Neptunus. The Client is responsible for making the necessary klic reports, obtaining any necessary permits and (private-law) permissions and for any fees (costs) due. The Client indemnifies Neptunus against claims by third parties against Neptunus in connection with causing damage to cables and pipes or other materials in the ground, or failing to obtain the necessary permits or permissions.
- 5.8 Unless otherwise stipulated in the Agreement, the Client must provide a clear drawing at its own expense showing where the Goods are to be placed. The customer must be present at the start of the construction work and indicate the exact location. The Client indemnifies Neptunus against claims from third parties against Neptunus in connection with the placement and placement of the Goods.
- 5.9 The Client must ensure that the site is properly locked and guarded against theft during the performance of the Services.
- 5.10 Unless otherwise stipulated in the Agreement, the Client must make a space available at or in the vicinity of the said location for the storage of (packaging) material. If Customer fails to comply with this, Neptunus will charge Customer additional transportation costs.
- 5.11 Customer must inform Neptunus of the specific laws and regulations applicable at the location, including but not limited to provisions relating to Safety, Health and the Environment.
- 5.12 Any delay incurred because the Customer has complied with the provisions of this article 5 and/or which

can be attributed to Client, is at the expense and risk of Client, and it indemnifies Neptunus against any damage suffered as a result of non-compliance.

- 5.13 In the event of installation, repair and/or maintenance of Services, Customer must provide a waste container of sufficient capacity (in the opinion of Neptunus) on the site on which the Items are located at its own expense.
- 5.14 The Client must take out CAR insurance for the duration of the Services in accordance with the terms and conditions customary with Dutch insurance companies and taken out with a solid insurance company. Dutch law must apply to this and Neptunus must be co-insured and registered as a direct beneficiary for damages. Under the CAR policy, the sections work, liability and damage to existing property must be insured. The property damage concept must also include damage caused by contamination of the work. The insured limit will be specified in the Agreement. The Client must provide the underlying insurance to Neptunus before the start of the Services, as well as a statement that the premium thereof has been paid. In case of Semi-permanent rental, Neptunus can offer a CAR insurance (for a fee).

GENERAL PROVISIONS

6. INSTRUCTIONS

- 6.1 All offers from Neptunus are valid for a maximum period of eight weeks and, unless expressly agreed otherwise, are at all times without obligation.
- 6.2 An order or assignment binds the Customer. Neptunus is bound only after written confirmation by Neptunus. If no objections have been made known to Neptunus by the Client within 8 days of confirmation, the confirmation will be deemed to reflect the Agreement correctly and completely.
- 6.3 Quoted items will only be reserved exclusively for the Client after receipt of the signed confirmation together with the first contractually agreed payment term.
- 6.4 Changes to the Agreement, after their conclusion, must be notified to Neptunus in writing in a timely manner. Changes will only apply after written confirmation by Neptunus. Any change that causes a higher cost than the quote is based on will be charged extra.
- 6.5 Neptunus reserves the right to carry out additional work, even if it is not stated in the Agreement, and to charge it to the Client if this work is in the interest of the proper execution of the assignment. Neptunus will notify the Client in writing of these additional activities in advance, unless this is hindered by the urgency of the matter. Additional Services that are not described in the Agreement will be invoiced at the then applicable costs/rates, such as but not limited to for man-hours and kilometers, with due observance of reasonableness and fairness.

7. PRICING

- 7.1 The prices for the rental and/or purchase of the Goods and the provision of the Services are as described in the Agreement, and unless otherwise specified in the Agreement, in Euros. The prices for the installation Services are based on the assumption that construction and dismantling work are carried out in one phase. If this work takes place in several phases, Neptunus reserves the right to charge a surcharge to the Client. A surcharge will also be charged to the Client for work performed on a Saturday, Sunday or on a Dutch holiday.
- 7.2 Payment must be made at the time specified in the Agreement/in accordance with the terms specified in the Agreement, or if no time has been agreed, within 14 days after the invoice date.
- 7.3 All prices quoted by Neptunus are exclusive of VAT, packaging or shipping costs and/or taxes, duties or charges on the Goods and/or Services in any other way, unless otherwise agreed in the Agreement.
- 7.4 Unless otherwise agreed in writing, all charges and costs for the required energy and water are for the account of the Customer, as well as any local levies and/or other levies imposed by the government.
- 7.5 The prices in the quotations only apply to the quantities and/or materials indicated therein.
- 7.6 Changes to quoted prices are expressly reserved by Neptunus. Neptunus is entitled to pass on substantial increases (increases of more than five percent (5%)) in the cost price, including but not limited to wage costs, material costs, transport costs, other levies or taxes, to Customer, even after the Agreement has been concluded but before the entire delivery has taken place.

- 7.7 Neptunus reserves the right to increase the rent for the Items annually in accordance with the increase in the CBS price index Consumer Prices, 2015 = 100. This indexation will take effect on 1 January following the year in which the Agreement took effect.

8. PERFORMANCE OF THE AGREEMENT

- 8.1 All delivery times are always given by Neptunus as approximate and are not binding, unless expressly stipulated otherwise in the Agreement (i.e. that the agreed delivery period and/or delivery date is irrevocable and fatal). The delivery period commences as soon as the order confirmation has been sent and all data, drawings and materials required by Neptunus have been provided to it by the Client. Exceeding the delivery term will never release the Client from its obligations under the Agreement and will not give the Client the right to claim dissolution of the Agreement and/or damages.
- 8.2 On the date on which the Client receives the Goods, they are fit for normal use for the purpose for which they are intended, they are free from essential material and manufacturing defects and they comply with the specifications mentioned in the Agreement in all essential respects. The Items are provided without any other warranties of any kind, express or implied. After delivery and/or installation of the Items by Neptunus, the Parties will draw up and sign a delivery report describing and recording the condition of the Items, which report will form part of the Agreement.
- 8.3 The Client must ensure that the site is suitable so that Neptunus can carry out the assignment. Client must also ensure that its employees or third parties who carry out work on its behalf do not cause any delay to the work of Neptunus. If a delay nevertheless occurs for the aforementioned reasons, the costs will be borne by the Customer.
- 8.4 If, during the execution of an assignment accepted by Neptunus, it appears that the work is not feasible as a result of circumstances unknown to Neptunus or due to force majeure, Neptunus has the right to demand that the assignment be amended in such a way that the execution of the work becomes possible, to which the Client will cooperate at first request. Neptunus is entitled to subcontract the assignment or part thereof to third parties or to have it carried out by third parties without notice or consultation, if, in the opinion of Neptunus, this promotes the proper and efficient execution of the assignment.
- 8.5 If the Client does not strictly comply with any obligation arising from the Agreement with Neptunus, Neptunus will always have the right to suspend the performance of the Agreement and/or to dissolve it in whole or in part, without the need for notice of default and/or judicial intervention, all while retaining its right to compensation and its other rights, including but not limited to the right to payment of the agreed amounts.
- 8.6 In the event of force majeure (as such, the following shall apply, but are not limited to: war, mobilisation, extreme weather conditions, (in particular strong) winds, frost delays, transport tremors, fire, machinery breakdown, strikes, non-delivery of necessary materials and semi-finished products to Neptunus by third parties, acts of violence and other unforeseen circumstances that disrupt normal business operations and/or delay or reasonably make impossible the execution of the assignment), Neptunus is released from its obligation to performance, without the Client being able to assert any right to compensation for costs, damage or interest on that basis. In the event of force majeure, Neptunus will immediately notify the Client thereof, after which the Client will have the opportunity to terminate the Agreement in writing within five days after receipt of this notification, subject to the obligation to reimburse Neptunus for the part of the assignment performed, as well as the costs still to be incurred by Neptunus in connection with the Agreement, insofar as these costs are reasonable and unavoidable, and can be substantiated with underlying invoices, including but not limited to the costs of dismantling the accommodation.
- 8.7 The Client will at all times perform its obligations under the Agreement with due observance of the applicable laws and regulations. The Client must orientate itself in advance with regard to permits, decisions and exemptions that are required in the context of the Agreement (including but not limited to in connection with the establishment and use of the rented Items) and must ensure that it applies for, obtains and maintains these during the rental period at its own expense. This obligation also includes the Client carrying out any soil investigation and CPTs at its own expense. The revocation or non-acquisition of permits, decisions and/or exemptions is at the expense and risk of the Client, is not

considered a defect in the leased Items, and does not entitle the Client to dissolution of the Agreement or any other claim (in or out of court) against Neptunus. In that case, the Client will continue to owe the prices described in the Agreement. Customer indemnifies Neptunus against any damage and/or claims as a result of a violation of this article 8.7.

- 8.8 All announcements and messages in the context of these General Terms and Conditions and/or the Agreement will be made by letter, fax or e-mail to the addresses/fax numbers/e-mail addresses provided by Neptunus and Client to each other in the same written form.

9. COMPLAINTS AND WARRANTY

- 9.1 Visible defects must be included in the delivery report at the time of delivery. Invisible defects must be reported in writing immediately upon detection. Subsequent complaints will be considered late and will no longer be accepted. Defects that justify partial dissolution do not give the right to claim full dissolution.
- 9.2 If Neptunus accepts a defect in the delivered goods, it will have the choice at its discretion either to re-deliver free of charge, or to repair the defect, or to offer the Client a price reduction, all in consultation with the Client. In order to establish a defect, the Client will provide Neptunus with all desired cooperation and give it the opportunity to conduct an on-site investigation or have third parties conduct an investigation into the quality of the performance delivered. If the Parties do not agree on the existence of the defect, Article 16 applicable.
- 9.3 Neptunus accepts no responsibility whatsoever for defects caused by or arising from the delivered goods due to the fault or actions of third parties or the Client, or due to external causes. Neptunus is never responsible for any defect caused by improper or careless use or use not in accordance with its purpose.

10. LIABILITY

- 10.1 The liability of Neptunus due to an attributable shortcoming in the performance of the Agreement or for any other reason is limited to the amount that Neptunus receives under its business liability insurance from the insurer in respect of the damage for which it has been held liable by the Client. If the insurer does not pay out for whatever reason, Neptunus' liability will in any case be limited to the amount that the Client owes to Neptunus on the basis of the Agreement.
In no event shall Neptunus be liable to Client for any, consequential, indirect, punitive or incidental damages, including any damages other than damage to the Items themselves, such as damage to other items, damage to Client's customers, stagnation damages, lost profits, lost savings, increase in operational costs, loss of customers, etc., howsoever caused, regardless of the basis of liability, and regardless of whether the damage was in any way foreseeable. The aforementioned limitations and exclusions do not apply insofar as the damage in question is caused by intent or fault on the part of Neptunus' management.
- 10.2 Complaints regarding certain activities or deliveries do not suspend the payment obligation of the Customer. The customer will never be able to claim dissolution of this Agreement on the basis of complaints or defects.
- 10.3 Legal claims and defences based on facts that would justify the claim that the Client has suffered damage for which Neptunus is liable, lapse by operation of law after a period of one year from the day on which the damage occurred or should have been discovered.
- 10.4 The Client is obliged to indemnify and indemnify Neptunus against all claims for compensation that third parties bring against Neptunus in respect of damage caused by or with the delivered Goods, by whatever name, unless this damage is attributable to Neptunus.

11. INTELLECTUAL PROPERTY LAW AND COPYRIGHT

- 11.1 Neptunus reserves all rights to intellectual property rights to which it is entitled and has the exclusive right to publish and reproduce copyrighted works (such as concepts, drawings and designs) produced by Neptunus. No intellectual property rights are transferred to Customer and no license is granted to Customer at all.
- 11.2 Neptunus retains the copyright to the designs, drawings, sketches and calculations, designed or realized

by it, even if the Client instructs this.

- 11.3 The Client undertakes to use the delivered designs, drawings, sketches and calculations only for its own use within the purpose of this Agreement and not to make them available to third parties in any way whatsoever, either for a fee or free of charge.
- 11.4 If Customer prescribes the use of any intellectual property rights, Customer guarantees that the use thereof by Customer will not infringe the intellectual property rights of a third party. The Client indemnifies Neptunus against any claims from third parties in this regard.

12. SECRECY

- 12.1 Client guarantees the confidentiality of Neptunus' trade secrets and company-specific information, including but not limited to any intellectual property rights, company logo, images and construction books of Neptunus.
- 12.2 Customer shall not acquire, use or disclose Neptunus' trade secrets outside the scope of the Agreement and shall keep Neptunus' trade secrets confidential.
- 12.3 Customer shall disclose the Trade Secrets only to its employees, its affiliates, independent contractors or other (third) parties, who have a need to know this information in order to perform Customer's rights and obligations under the Agreement, and provided that such employees, affiliates, independent contractors or other (third) parties have entered into a confidentiality obligation in the form of a written agreement to ensure the trade secrets, which agreement is no less restrictive or less extensive than this Article 12. The Customer is liable for a breach of this confidentiality obligation by the third party as if it had been committed by the Customer itself.
- 12.4 The obligation of confidentiality as described in this Article 12 shall remain in force after the end of the Agreement, as long as the confidential information has not lost its confidential nature and this information has not become public.
- 12.5 Upon termination of the Agreement, or as soon as possible at Neptunus' first request, Customer shall return Neptunus' confidential information and any copies thereof to Neptunus, no later than five (5) working days after the Agreement has been terminated or the request for restitution has been made, whichever occurs earlier. The Client will then confirm in writing to Neptunus that all confidential information has been returned. Notwithstanding the return of the confidential information, the Client remains obliged to maintain confidentiality in accordance with this article 12.

13. PROCESSING OF PERSONAL DATA

- 13.1 If and to the extent that personal data as referred to in the General Data Protection Regulation ('GDPR') is processed in the context of the Agreement, each Party will do so in accordance with the requirements applicable to the Party in question under the GDPR.
- 13.2 Each Party is, to the extent relevant, to be regarded as an independent controller within the meaning of the GDPR.

14. PAYMENT

- 14.1 All payments must be made in accordance with the payment terms set out in the Agreement, net without any deduction, suspension or set-off.
- 14.2 If the performance of an assignment extends over a period of more than one month or if the amount owed with the assignment is eligible in the opinion of Neptunus, it may demand advance payment or payment in instalments.
- 14.3 Regardless of the agreed payment condition, Neptunus is entitled to require security for payment during the performance of the Agreement, including but not limited to a bank guarantee from a banking institution accepted by Neptunus, which the Client will comply with upon first request. The bank guarantee must be valid and remain valid until Neptunus has collected the Items, and for a period of three months thereafter. If the Client provides no or insufficient security, Neptunus is entitled to suspend the Agreement or to terminate it immediately.
- 14.4 If the payment term is exceeded, all amounts owed by the Client to Neptunus will become immediately due and payable and the Client will owe interest on the invoice amount at the rate of 1% per month or part of a month, commencing on the day on which the invoice amount becomes due and payable. If and

to the extent that the statutory commercial interest rate is higher than the percentage mentioned here, the statutory interest will be calculated.

- 14.5 All judicial and extrajudicial costs, which Neptunus has to incur in order to enforce its rights, are for the account of Client. These costs amount to at least 15% of the amount claimed with a minimum of € 100.00.
- 14.6 If Client defaults on its payment obligations, Neptunus reserves the right to suspend its activities, which means that Neptunus will only resume its activities after Client has fulfilled its obligations, regardless of Neptunus' other rights, including but not limited to the right to compensation if the Client were to default. If the cause of the late completion of the work is the failure to meet the payment obligations, Neptunus shall not bear any responsibility for the late delivery.
- 14.7 If the Client has not paid, Neptunus reserves the right to invoke the dissolution of the Agreement with immediate effect and to take back the work already carried out, whereby the Client will be held liable for all damage resulting from the failure to comply with the payment agreements or to comply with them on time, including but not limited to the costs of dismantling and transport of the Goods.

15. TERMINATION AND DISSOLUTION OF THE AGREEMENT

- 15.1 If the Client fails to properly fulfil one or more of its obligations under the Agreement towards Neptunus, Neptunus shall be entitled to terminate the Agreement in whole or in part with immediate effect by means of a written statement, without prejudice to the right to compensation.
- 15.2 Neptunus is entitled to terminate the Agreement with immediate effect, without prejudice to its other rights, if the Client applies for a suspension of payments, is declared bankrupt or decides to cease or transfer the Client's business in whole or in part.
- 15.3 In the event of dissolution of the Agreement as provided for in Article 15.1 in 15.2 Neptunus is authorised to dismantle and dispose of the Goods with immediate effect, regardless of whether there are still third-party goods in the leased property at that time.
- 15.4 The Client is entitled to cancel/terminate the Agreement in writing by registered letter before the start of the Work. The Client will owe a cancellation fee, equal to a percentage of the price agreed in the order confirmation, which percentage will be determined as follows:
- in case of cancellation more than 120 days before the start of the Works: 20 %
 - in case of cancellation within 120 – 61 days before the start of the Works: 40 %
 - in case of cancellation within 60 – 31 days before the start of the Works: 60 %
 - in case of cancellation within 30 days before the start of the Work: 80%

This cancellation fee applies if and insofar as no work and/or investments have been carried out by Neptunus or its subcontractors. If that is the case, the Client is obliged to pay Neptunus the specific costs thereof (such as, for example, designs, logos, etc.) made specifically at the request of the Client.

- 15.5 The Parties explicitly waive the right to terminate and/or dissolve the Agreement, except to the extent that this is not permitted by law, or insofar as the Parties have explicitly agreed otherwise in writing.

16. APPLICABLE LAW AND DISPUTES

- 16.1 All Neptunus Agreements and transactions are governed exclusively by the laws of the Netherlands. Applicability of the Vienna Sales Convention is expressly excluded.
- 16.2 All disputes, by whatever name, will be submitted exclusively to the judgment of the competent judge of the Limburg District Court.

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