

HIMA Benelux B.V.

General Conditions for the Supply of Products and Services

(Edition January 2023)

I. General

1. These General Conditions are used by HIMA Benelux B.V., with registered office and principal place of business in Breda.

2. In these General Conditions, the following terms are defined as stated below:

Contract: the contract between HIMA and the Customer with the details regarding the purchase of the Products or the services to be provided by HIMA to the Customer.

Customer: any (legal) person that places an order with HIMA.

HIMA: HIMA Benelux B.V., its legal successor(s) and/or the (legal) persons it has appointed, as well as group companies belonging to this company, within the meaning of article 24b, Book 2 of the Dutch Civil Code.

Purchase Order: the order from HIMA to the Customer with all technical and price details of the products and/or the services the Customer wants to receive from HIMA;

3. Placing orders: Orders are definitive once they have been confirmed by signing a commercial offer, Purchase Order and/or Contract made by HIMA with the Customer's legal representative or with any authorised person for this purpose. Any order directly expressed by the Customer will only be valid once HIMA has made a commercial offer, Purchase Order or Contract and once this offer has been signed by the Customer. Unless the Customer has specifically asked HIMA to start the execution of the order or when Parties have made other arrangements in a framework agreement.

4. Commercial documents: Prices and specific terms in catalogues, brochures, web sites and any other commercial medium issued by HIMA, and the ones that have been verbally transmitted by HIMA to the Customer are only indicative information and cannot be considered as commercial offers, however the manner they have been transmitted to the Customer. Only the offers, Purchase Orders and Contracts that correspond to the previous description and signed by HIMA's legal representative may be invoked against HIMA.

5. Offers validity: The commercial offer is valid during 3 (three) months as from its signing date, except for specific terms mentioned in this offer.

6. Modification: the terms of the orders transmitted to HIMA are irrevocable for the Customer, except in case of written acceptance by HIMA. In case of a change in the initial order, Purchase Order and/or Contract, periods and negotiated terms will be extended and/or changed according to HIMA's possibilities.

7. Order refusal: If the Customer places an order at HIMA without having fulfilled his obligations related to any of his previous (Purchase) orders and/or Contracts or in case of a change in the Customer's situation, HIMA reserves the right to refuse or to honour an order. In these cases, the Customer may not claim any compensation, whatever the reason.

8. These General Conditions shall apply to every engagement, Purchase Order or Contract agreed by HIMA and its Customer ("Parties"). General (Purchase) Terms and Conditions applied by the Customer aren't applicable unless Parties have explicitly agreed otherwise in writing.

9. These General Conditions shall also apply for all future transactions between HIMA and Customer.

10. These General Conditions are also stipulated for the benefit of all third parties that are engaged by HIMA, whether in employment or otherwise, in the performance of an engagement, Purchase Order or Contract or that is or may be liable in connection therewith.

11. The scope of the supplies or services (hereinafter called "Supplies") shall be defined by written declaration of both parties to the Purchase Order and/or Contract. HIMA will not accept any oral orders, f.e. by telephone or during a meeting with Customer.

12. Derogations from – or additions to – these General Conditions, a Purchase Order or Contract to which they may apply, may only be agreed in writing.

13. In the event of any conflict between these General Conditions

and a signed quotation, Purchase Order or Contract between HIMA and the Customer, the provisions of the signed quotation, Purchase Order or Contract shall prevail.

14. HIMA is entitled to unilaterally amend these General Conditions. In that case, HIMA will inform the Customer of the changes in good time. There will be at least one month between this notification and the entry into force of the amended General Conditions.

II Agreement

1. The engagement shall take effect after the Customer has signed or has otherwise agreed to the quotation, the Purchase Order, the Contract or in case the Customer has asked HIMA to start the execution of the engagement. Unless the Parties have agreed otherwise.

2. The Customer warrants that it provides HIMA – on request or otherwise – with all (technical) information and documents of which it knows or may reasonably suspect that this is or may be of importance to the performance of the Purchase Order or Contract. The Customer guarantees the correctness and authenticity of the (technical) information and documents provided by or on its behalf.

3. HIMA shall at all times be authorized and entitled to outsource the full or partial performance of the Purchase Order or Contract to third parties. HIMA is authorized to accept on behalf of the Customer conditions applicable to the relationship between itself and the third party or which are stipulated by the third party.

4. The delivery times specified by HIMA do not constitute a deadline. Exceeding these delivery times gives no entitlement to compensation.

III. Scope of the Contractual Obligation

1. The contractual main obligations of HIMA are derived exclusively from the specifications which form a part of the Purchase Order and/or the Contract.

2. The contractual obligations of HIMA do not include in particular the commissioning of production plants and the achievement of the economic objectives pursued by the Customer with the operation of the production plants. Even if agents or employees of HIMA are present when the production plant is commissioned, the Customer remains exclusively responsible for the commissioning.

3. The Parties agree that state-of-the-art safety-related controls regulated by means of data processing programs cannot be completely fail safe. For this reason, in order to achieve the necessary safety, the controls should be designed to ensure that fail-safe operations can be achieved at all times. Any resulting production discontinuity does not constitute an economic loss.

4. The contractual main obligations prescribed in the specifications cannot be amended, restricted or extended by opposing General Terms and Conditions of the Customer.

IV. Prices and Terms of Payment

1. Prices and delivery shall be Free Carrier (FCA according to ICC Incoterms 2020) and exclude packaging; value added tax shall be added at the then applicable rate.

2. If HIMA is also responsible for assembly or erection and unless otherwise agreed, the Customer shall pay the agreed remuneration and any incidental costs required, e.g. travel costs, costs for the transport of tools and equipment, and personal luggage as well as allowances.

3. HIMA shall at all times be entitled to charge advances and/or require security for any payments by Customer and to suspend the fulfilment of its obligation until the Customer has paid such advances or has furnished the requested security. If the Customer fails to pay such an advance or to furnish security, HIMA shall be entitled to terminate the agreement. All damages sustained by HIMA resulting from this suspension and/or termination shall be reimbursed by the Customer.

4. Payments shall be made, without deduction, within 30 days after the date of invoice, failing which the Customer shall be legally in default. The Customer is not entitled to suspension or setoff. Complaints about or objections to any amounts charged shall not suspend the obligation to pay.

The Customer is never entitled to a discount in case of payment within the applicable payment term unless specifically agreed between the Parties.

5. Claims of the Supplier on HIMA are not transferable. This clause has effect under property law and consequently the claims on HIMA cannot be pledged either.

6. The claim of payment of all amounts due to HIMA is immediately due and payable if and as soon as the Customer is in default in respect of HIMA, if and as soon as the Customer fully or partially ceases activity or disposes of the company in any way, is declared bankrupt, applies for a suspension of payment, (part of) its property is seized, and when (part of) his assets are put under administration or the Client otherwise has lost the power to dispose of its assets or part thereof, and furthermore when the Client – if it is a general partnership or private limited company – is in liquidation or is dissolved.

7. All judicial and extrajudicial (collection) costs that incur in connection with the failure of the Customer to comply with its (payment) obligations shall be for the account of the Customer. From the moment of default, the Customer must also pay the legal (trade) interest on the outstanding amounts to HIMA.

V. Delivery

1. Times set for delivering supplies and services are indicative information and for reference only. Times set for supplies and services can only be observed if all information and documents to be supplied by the Customer, necessary permits and releases, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Customer are fulfilled.

Unless these conditions are fulfilled in time, times set shall be extended appropriately; this shall not apply where HIMA is responsible for the delay.

2. If non-observance of the times set is due to:

- a) force majeure, such as pandemic, mobilization, war, terror attacks, rebellion or similar events (e.g. strike or lockout);
- b) virus attacks or other attacks on HIMA's IT systems occurring despite protective measures were in place that complied with the principles of proper care;
- c) hindrances attributable to Dutch, US or otherwise applicable national, EU or international rules of foreign trade law or to other circumstances for which HIMA is not responsible; or
- d) the fact that HIMA does not receive its own supplies in due time or in due form

such times shall be extended accordingly.

3. If HIMA is responsible for the delay (hereinafter referred to as „Delay“) and the Customer demonstrably suffered a loss therefrom, the Customer may claim a compensation as liquidated damages of 0.5 % for every completed week of Delay, but in no case more than a total of 5 % of the price of that part of the supplies and/or services which because of the Delay could not be put to the intended use.

4. Customer's claims for damages due to delayed supplies and/or services as well as claims for damages in lieu of performance exceeding the limits specified in No. 3 above shall be excluded in all cases of delayed supplies and/or services even upon expiry of a time set to HIMA to effect the supplies and/or services. This shall not apply in cases of mandatory liability based on intent, gross negligence, or due to injury of life, body or health. Cancellation of the Purchase Order and/or Contract by the Customer based on statute shall be limited to cases where HIMA is responsible for the delay. The above provisions do not imply a change in the burden of proof to the detriment of the Customer.

5. If dispatch or shipment is delayed at the Customer's request by more than one month after notice of the readiness for dispatch was given, the Customer may be charged, for every month commenced, storage costs of 0.5 % of the price of the items of the Supplies, but in no case more than a total of 5 %. The parties to the Contract may prove that higher or, as the case may be, lower storage costs have been incurred. If the delay exceeds three months after notice of readiness and customer and HIMA have not agreed on a maximum period for storage, including the related cost, nor how to proceed, HIMA is entitled to transfer the ownership of goods to the customer and invoice the customer for these goods.

VI. Transfer of Risk and Title

1. The risk of (accidental) loss and the (accidental) deterioration of the goods shall pass to the Customer, as soon as the supplies are shipped or picked up for transportation. Upon request of the Customer, HIMA shall insure the supplies against the usual risks of transport at the expense of the Customer.

2. If the shipment or the pick-up is delayed for reasons for which the Customer is responsible (also in case of article V. no 5) or if the Customer has otherwise failed to accept the supplies, the risk shall pass to the Customer at the time that was originally scheduled for the ex-works shipment or pick-up.

3. Transport packaging and all other packaging according to German Packaging Regulation shall not be taken back and shall become the Customer's property. The Customer is obligated to dispose of the packing at his own expense.

4. HIMA delivers any goods and/or products under retention of title (Reserved Property) and therefor remains owner of all the these goods and/or products delivered or otherwise made available, as well as the works created with them, upon full payment of all amounts due under the business relationship with Customer. In the event of breach of contract on the Customer's part, including but not limited to default in payment, HIMA is entitled to take back the Reserved Property.

5. The Customer is obliged to treat the Reserved Property carefully and is obliged to insure the Reserved Property at original value sufficiently against fire, water damage and theft at its own costs, and already now assigns its claims for compensation under such insurance contracts to HIMA. Insofar as maintenance and inspections works are required, the Customer must carry them out at its own costs in good time.

6. The Customer must refrain from any action that affects the aforementioned retention of title, such as establishing a right of pledge, transfer to a third party, sale or assembly.

7. If third parties seize goods and/or products delivered under retention of title or wish to establish or assert rights thereon, the Customer is obliged to inform HIMA thereof as soon as possible.

VII. Services executions

1. Obligations of HIMA: in order to execute the obligations and services negotiated between the Parties, HIMA commits to using its most relevant human and technical resources to achieve the defined objectives. Hence, HIMA only commits to a best endeavor obligation for its services executions.

2. Obligations of the Customer: Whatever the case, services can only be executed within the agreed period if the Customer has fulfilled all his obligations with regard to HIMA. In addition to the price payment obligation as described hereinafter, the Customer commits to making every needed resource available to HIMA to execute its order. The Customer must show particular caution in order to make sure that, if necessary, the content and the information transmitted to HIMA as part of the execution of its services are copyright free or that he has acquired all necessary rights of use.

3. Information: the Customer warrants that it provides HIMA – on request or otherwise – with all information and documents of which it knows or may reasonably suspect that this is or may be of importance to the performance of the Services. The Client guarantees the correctness and authenticity of the information and documents provided by or on its behalf. HIMA will never be responsible for using incorrect or incomplete data, received from Customer, which result in a bad performance of the Services to the Customer.

4. Full or partial non-execution, additional costs: If the negotiated obligations and services cannot be executed or are executed with additional costs relative to the Customer's oversight, owing to the Customer's unavailability or to his collaborators' non-involvement, HIMA will have the right to apply a price increase corresponding to the additional costs caused by Customer and/or the lack of collaboration by Customer, or to invoke the breach of the Contract without the Customer having the possibility to invoke any prejudice, after having informed the Customer about the causes of non-fulfilment of the Contract by recorded letter.

VIII. Warranty

1. The warranty period shall be maximum 12 months after the delivery of products and/or transfer of ownership. The warranty period shall expire prematurely if the Customer has not followed HIMA's operation and

maintenance instructions or if improper modifications or repairs are made by unqualified professionals to the delivered products.

2. Complaints about non-conforming delivered goods must be expressed by registered letter or by hand-delivered letter against a receipt, within 2 (two) months as from the delivery of the goods. No complaint shall be accepted after this deadline, whatever the negligence of HIMA.

3. Upon written request by the Customer, HIMA will repair or replace, within a reasonable period, any defect products, at the discretion of HIMA. Efforts to remedy defects shall be deemed to have failed after the second unsuccessful attempt. In the event of HIMA failing to fulfil its warranty duties, the Parties will negotiate about the termination of the contract.

4. If a product is produced by a third party, any warranty issued is limited to the warranty given by the relevant producer for that product.

IX. Industrial Property Rights and Copyright; Defects in Title

1. HIMA shall remain the owner of intellectual property rights of all HIMA's goods and services as well as all other materials from HIMA, such as but not limited to, documentation, know how, reports and offers.

2. The Customer shall have the non-exclusive right to use standard software, provided that it remains unchanged, is used within the agreed performance parameters, and on agreed equipment. The separately agreed license terms shall apply. To the extent that HIMA uses standard software products of third parties in its supplies, the respective license and delivery conditions of the software for these products apply.

3. Unless otherwise agreed, HIMA shall provide the supplies free from third parties' industrial property rights and copyrights (hereinafter referred to as „IPR“) with respect to the country of the place of destination. If a third party asserts a justified claim against the Customer based on an infringement of an IPR with respect to the supplies made by HIMA and then used in conformity with the contract, HIMA shall be liable to the Customer within the mutually agreed time period as follows:

- a) HIMA shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the supplies concerned or to modify the supplies in such manner that they no longer infringe the IPR or replace them. If this would be unreasonable to demand from HIMA, the Customer may cancel the Contract or reduce the remuneration pursuant to the applicable statutory provisions.
- b) HIMA's liability to pay damages shall be governed by Art. X.
- c) The above obligations of HIMA shall only apply if the Customer (i) immediately notifies HIMA of any such claim asserted by the third party in writing, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to the discretion of HIMA. If the Customer stops using the supplies in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

4. Claims of the Customer shall be excluded if it is itself responsible for the infringement of an IPR.

5. Claims of the Customer shall also be excluded if the infringement of the IPR is caused by specifications made by the Customer, to a type of use not foreseeable by HIMA or to the supplies being modified by the Customer or being used together with products not provided by HIMA.

6. The Customer may not remove or change any indication concerning the copyrights, brands, trade names or any other intellectual property right pertaining to HIMA's goods and services, or to have any such indication removed or changed without HIMA's prior written consent.

X. Limitation of liability

1. Without prejudice to the other exonerations included in these general conditions, and except in cases of deliberate intent or willful recklessness, any liability of HIMA towards the Customer, irrespective of the basis for liability, shall be limited to the amount the liability insurer of HIMA pays in such a case, plus the amount of the deductible. HIMA is insured for liability for the amounts and conditions customary within the industry. A copy of the policy will be provided upon request.

2. If the liability insurance of HIMA in any particular case, for whatever reason, does not provide any cover for a claim, and/or the specific damage is not covered by insurance, and/or HIMA chooses not to submit

the claim to its insurer, the liability of HIMA shall be limited to the order value with a maximum of € 500.000,-.

3. HIMA is not liable, whether in contract, in tort or otherwise at law, for any special, indirect, incidental or consequential loss or damage, which loss or damage shall include loss of use of the work or any part thereof, loss of anticipated profits, loss of use of the customer's property, loss of contracts and loss of use of manpower.

The foregoing exclusion or limitations of liability shall not apply over conflicting mandatory law such as the product liability act or in cases of gross negligence or willful misconduct of HIMA.

4. For the avoidance of doubt, the foregoing is without prejudice to HIMA's liability to pay pre-agreed liquidated damages. The foregoing exclusion or limitation of liability shall also apply to and shall therefore serve as an exclusion or limitation of liability in relation to any indemnity obligations of HIMA.

5. Without prejudice to the provisions of these General Conditions in respect of complaints, any claim for damages against HIMA will lapse, except those recognized by HIMA and in case of deliberate intent and/or willful recklessness, after a period of three (3) months after the Customer has discovered or reasonably should have discovered the damage, and in any case after expiry of a period of twelve (12) months after the Services have been performed by HIMA.

6. The Customer will indemnify HIMA against any claims made by third parties for damages incurred in the performance of any Purchase Order or Contract for the Customer, for which HIMA is not liable pursuant to the provisions of this article XI.

XI. Force majeure

1. The occurrence of a force majeure event suspends the executions of HIMA's contractual obligations. Force majeure is defined as any event outside the control of HIMA which prevent the performance of the normal producing or goods delivery process, including but not limited to, total or partial strikes hampering HIMA's normal production or the one of its supplier, subcontractor or carrier, interruption in transport or in supply of energy, raw materials or spare parts.

2. In such circumstances, HIMA shall warn the Customer in writing or in any appropriate form as soon as possible. Consecutively to this suspension of the contract, the Customer shall not be entitled to compensation of any kind whatsoever, nor shall he have the right to cancel the order.

3. In case of force majeure HIMA is allowed to charge Customer for Supplies already delivered as well as Services already executed.

4. HIMA is entitled to suspend the performance of its obligations for the duration of a force majeure situation. If the period of force majeure lasts longer than 4 months, both parties are entitled to dissolve the agreement.

5. Force majeure can never be a reason for any compensation.

XII. Suspension and termination

1. Termination by HIMA: Termination of the individual Contract by HIMA shall occur without delay and shall not give rise to any compensation. Within 8 (eight) days as from termination of the Contract unilaterally decided by HIMA, it has to inform the Customer by registered letter about its decision and about its motives.

HIMA is entitled, without prejudice to its other rights, to terminate the Contract, entirely or partially, effective immediately by means of a written statement and without notice of default:

- a. in case of breach of Contract by Customer and/or if Customer does not comply, or not in a timely manner or not properly, with one or more of its contractual obligations;
- b. in case of breach of a legal obligation by Customer;
- c. in the event of bankruptcy of, or a petition for the bankruptcy of Customer, suspension of payments of Customer (provisional or otherwise), or if the Customer proceeds to liquidate its company, offers a composition or is otherwise found to be insolvent;
- d. if attachment is levied on the Customer's assets or part thereof or if the Customer otherwise loses the power of disposition of its assets or part thereof;
- e. if an important change takes place with regard to the ownership structure or control of the Customer.

2. Suspension and Termination agreed by both parties: In case of successive services executions for which the Parties agreed on a minimal commitment period, each Party have the possibility to suspend or terminate the Purchase Order and/or Contract on its negotiated renewal date, by informing the other Party by registered letter 3 (three) months before the end of the Purchase Order and/or Contract. In this situation, the suspension or termination should not be amended and should not give rise to any compensation. In case of suspension or termination of the Purchase Order and/or Contract agreed by both parties, HIMA is allowed to charge Customer for Supplies already delivered as well as Services already executed.

3. Suspension and Termination by the Customer: Except in case of a force majeure event making the services execution impossible, or in case of the termination of the Purchase Order and/or Contract as mentioned in the previous paragraph, the Customer's decision to suspend or terminate the offer that he previously accepted shall entail the immediate payment of the balance due to HIMA and a 50% (fifty per cent) indemnity for remaining services that should have been executed.

XIII. Export Control

The Customer acknowledges that the Supplies may be subject to Dutch and/or foreign statutory provisions and regulations regarding export control. HIMA reserves the right to cancel its offer if the exports should be prohibited according to the aforementioned laws, without any compensation. As such, the Customer commits to informing HIMA about the use of equipment, the kind of applications and implementations, and the name of the end customer.

XIV. Confidentiality and Privacy

1. The Customer shall be obliged to maintain strict confidentiality with respect to all drawings, calculations, figures, illustrations and other documents and records received, as well as any and all verbal or written information of and/or from HIMA. They may only be made available to third parties with the explicit written consent of HIMA. The obligation to maintain confidentiality shall apply beyond the execution of any individual Purchase Order and/or Contract. It shall cease to apply only if and to the extent that the information and documents made available have become generally known.

2. Unless any provision in the applicable national or international legislation and regulations requires HIMA to disclose information, or HIMA or persons working for HIMA act in legal proceedings in which this information may be of importance, HIMA and the persons assigned by HIMA shall neither disclose confidential information and personal data nor provide such information to third parties, other than those referred to in

this article. HIMA will act in accordance with the General Data Protection Regulation (GDPR).

3. The Customer agrees, within the scope of the Purchase Order and/or Contract, compliance with statutory obligations to which HIMA is subject, that HIMA will process confidential and personal data concerning the Customer and/or persons working for, or affiliated with the Customer, clients or third parties from the Customer, including sharing this information with: (1) persons and parties involved in the execution of the Purchase Order and/or Contract, (2) subcontractors and IT-service providers, and (3) insurers, or legal or financial advisors from HIMA.

4. HIMA shall take appropriate measures in order to protect the confidential information and personal data, and shall inform any third parties and employees that are engaged of the confidential nature of the information.

5. HIMA shall process personal data in accordance with the applicable national or international legislation and regulations, including professional rules and regulations, in the field of protection of personal data (GVDR).

6. The Parties shall impose their obligations under this article on any third parties that they engage.

XV. Miscellaneous

1. Sole venue for all disputes arising directly or indirectly out of the Purchase Order or Contract shall be the competent court of Zeeland-West-Brabant, located in Breda, Netherlands. However, HIMA may also bring an action at the Customer's place of business.

2. Legal relations existing in connection with these General Conditions, the Purchase Order and the Contract shall be governed by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes shall be submitted to the competent court of Zeeland-West-Brabant, located in Breda, Netherlands.

3. If one or more provisions from these General Conditions are void or voided, the remaining provisions of these General Conditions continue to apply in full. If any provision of these General Conditions or the Contract is not legally valid, Parties will negotiate about the contents of a new provision which is the closest possible approximation of the contents of the original provision.