

## GENERAL CONDITIONS OF SALE AND DELIVERY OF NEDFILTER B.V.

### ARTICLE 1. APPLICABILITY

1.1 These general terms and conditions apply to all inquiries to Nedfilter as well as to all agreements concluded by Nedfilter B.V. concerning all work, deliveries and services and the materials used therein by Nedfilter.

1.2 Deviation from these terms can only be agreed in writing.

1.3 General terms and conditions, by whatever name, of Customer are not applicable and are excluded.

### ARTICLE 2. Offers

2.1 Nedfilter's offers are revocable and without obligation.

2.2 Nedfilter's offers are based on the information provided by the Customer and therefore the written data and drawings known at that time.

2.3 The Client warrants that in doing so he has provided all essential information for the design and execution of the project/work.

### ARTICLE 3. Realization of an agreement

An agreement shall be established if and to the extent that:

- Customer has accepted the quotation provided by Nedfilter, or;
- Nedfilter unconditionally accepts in writing within eight working days of the date of a written order placed by Client, or;
- a written agreement has been signed by both parties, or;
- Nedfilter has commenced execution of the order in question.

For deliveries or work for which, according to their nature and scope, no quotation or order confirmation is sent, the invoice shall also be regarded as order confirmation. It shall also be deemed to reflect the agreement correctly and completely.

### ARTICLE 4. Prices

Nedfilter's prices are:

- based on the level of purchase prices applicable during the offer or order date; - freight, insurance premiums and other costs;
- based on delivery ex factory/warehouse or other destination specified by the Customer in the Netherlands, unless otherwise agreed in writing;
- exclusive of the costs of unloading;
- exclusive of VAT and other duties;
- for orders outside the Netherlands based on delivery ex factory/warehouse;
- changes in wages, materials, duties, taxes or other costs may be charged during the term of the agreement;
- exclusive of the cost of non-standard packaging;
- exclusive of the costs of assembly and commissioning, unless otherwise stated in which case they shall be specified separately.

The prices offered shall apply only to the quantities offered.

### ARTICLE 5. Payment

5.1 Unless otherwise agreed, payment shall be made net without any discount or set-off to a bank or giro account to be designated by Nedfilter within 30 days of the invoice date.

5.2 If the Customer fails to pay on time, he shall be in default without further notice of default and Nedfilter shall have the right, without judicial intervention, to consider the agreement as dissolved, or to demand performance, in which case the Customer shall be liable for interest of 1% above the legal interest rate per month, as well as to pay all costs, including those of collection and legal assistance, associated with the collection of the contractual price.

5.3 Every payment made by the Client shall primarily serve to pay the interest and (collection) costs and/or administrative costs owed by him and shall only thereafter be deducted from the oldest outstanding claim.

5.4 The extrajudicial costs shall be set at 15% of the principal sum or the unpaid part thereof, which shall be due on the date that the claim is handed over for collection, without Nedfilter being obliged to prove that these costs were actually incurred.

5.5 In the event that Customer:

- is declared bankrupt or files a petition for suspension of payment, or that all or part of his assets/income is seized;
- dies or is placed under guardianship;
- fails to comply with any of his statutory or contractual obligations
- fails to comply with any obligations under the law or these terms and conditions or contractual obligations;
- fails to pay the invoice amount or any part thereof within the specified period;
- proceeds to discontinue or transfer his business or a significant part thereof, including the contribution of his business to an incorporated or other company; shall give Nedfilter the right to terminate the agreement without judicial intervention.

### ARTICLE 6. Delivery and delivery time

6.1 The delivery time commences on the day that Nedfilter has at its disposal all necessary data and documents for the execution of the order.

6.2 The time of delivery, without prejudice to the provisions of article 11, is the moment the goods are unloaded. At that time, the risk of the goods passes to Client. This also applies if Nedfilter has to assemble or commission the goods.

6.3 Customer is obliged to check the goods delivered no later than twenty-four hours

after delivery for any shortcomings or damage and to report this to Nedfilter, failing which Nedfilter shall be entitled not to take complaints in this regard into consideration.

6.4 Nedfilter is entitled to deliver in parts which can be invoiced separately. Unless otherwise agreed, article 5 (payment) shall apply.

6.5 Delivery shall be deemed to have taken place upon delivery by the delivery driver to Client, as evidenced by the copy of the receipt signed by Client for receipt. If the goods are not taken by Customer within ten days after notification of delivery, Nedfilter is entitled to invoice the goods in question while from that moment on they will be stored entirely at the expense and risk of Customer.

6.6 Agreed delivery times are not binding. If they are exceeded, the Customer shall be entitled to give Nedfilter a reasonable period of at least fourteen days within which the goods must still be delivered. If delivery then again fails to occur, the Customer shall be entitled to rescind the agreement without Nedfilter being held to any compensation of any kind. The period of fourteen days shall not apply to specially ordered products with a long delivery time, specific application or required inspections.

### ARTICLE 7. Transport costs and transport risk

7.1 The method of transport, shipping, packaging, etc., is determined by Nedfilter, unless further instructions have been agreed upon by Customer. Possible specific requirements of Customer regarding packaging and/or transport, will only be carried out against payment of the costs thereof by Customer.

7.2 The transport of goods is in principle at the risk of Nedfilter, except for shipments outside the Netherlands. Nedfilter's liability is at all times limited to the purchase price of the goods. Nedfilter is entitled to charge an insurance surcharge.

### ARTICLE 8. Liability

8.1 Subject to the provisions of mandatory law, Nedfilter shall not be obliged to pay any compensation for damage of whatever nature, direct or indirect, including trading loss to movable or immovable property, or to persons, both at the other party and third parties.

8.2 The other party shall be obliged to indemnify Nedfilter and hold it harmless against all costs, damages and interest which may arise for Nedfilter as a direct consequence of third-party claims against Nedfilter in respect of incidents, acts or omissions for which Nedfilter is not liable to the other party under these terms.

8.3 In any case, Nedfilter shall not be liable for damages caused by improper use of the goods delivered or by the use thereof for a purpose other than that for which it is suitable according to objective standards.

8.4 Neither is Nedfilter liable for damage caused by a defect in Nedfilter's product if:

- Nedfilter did not put the product into circulation;
- It is plausible, given the circumstances, that the defect that caused the damage did not exist at the time Nedfilter put the product into circulation, or this defect arose later;
- The defect is a consequence of the fact that the product conforms to mandatory government regulations;

8.5 Nedfilter's liability shall in any case be limited to the maximum amount of the product, business interruption and transport insurance policies. Except as stated elsewhere in this article, damage caused by Nedfilter to the other party (trading loss) shall at all times be limited to the net invoice values of the goods delivered.

8.6 Nedfilter accepts no liability for damages which may arise from infringement of intellectual property rights of Customer and/or third parties in the execution of the agreement, as a result of use of data provided by or on behalf of Customer such as drawings, models and the like in the broadest sense. Customer therefore expressly indemnifies Nedfilter against any liability in this regard.

8.7 If Nedfilter provides assistance with assembly and/or preparing for operation, without this being stated in the order, this shall be at the request and risk of the Customer.

8.8 By taking delivery of the goods delivered by or on behalf of the other party, Nedfilter shall be indemnified against all possible claims by the other party and/or third parties for payment of damages, irrespective of the Cause of Damage, subject to fulfillment of the warranty obligation.

8.9 With regard to advice given, Nedfilter shall only be liable for normally avoidable and/or foreseeable shortcomings therein, but only up to an amount of the stipulated advice fee.

8.10 Except in the case of intent or gross negligence of Nedfilter and subject to the guarantee obligations of Nedfilter, Nedfilter shall never be liable for any damages of Client, including consequential damages, immaterial damages, business or environmental damages, or damages as a result of liability to third parties.

### ARTICLE 9. Force majeure

9.1 If Nedfilter is prevented from performing the agreed work due to a non-attributable failure, Nedfilter shall either be entitled to extend the period of execution by the duration of the force majeure or to rescind the agreement insofar as it has not yet been executed.

9.2 Force majeure shall mean any circumstance, whatever it may be, which makes it reasonably impossible for Nedfilter to deliver normally. This circumstance shall in any case include but not be limited to:

- war;
- riots;

- riots;
- molestation;
- strike and lockout;
- natural disasters;
- disruption of energy or material supply;
- transportation delays;
- failure and/or late delivery by suppliers of services and/or products and/or breakdowns in a supplier's service and/or product;
- breakage of machinery and/or tools and government measures.

### ARTICLE 10. Tolerances with regard to product and quantity

10.1 Nedfilter accepts no liability for color deviations no greater than color nuances. In this case, the customer shall not be entitled to refuse delivery.

10.2 Nedfilter reserves the right to deliver up to 10% more or less than the quantity ordered.

10.3 With regard to products for which wall or sheet thickness or gram weights have been specified, Nedfilter is permitted to deliver a tolerance of 10% more or less.

10.4 For permissible dimensional deviations or hardnesses, Nedfilter refers to internationally established standards for the articles in question, unless expressly otherwise agreed in writing at the time of the offer and unless a separate specification has been agreed in writing.

10.5 Return shipments shall take place only with the written approval of Nedfilter. The amount of the costs thereof shall be determined by Nedfilter.

### ARTICLE 11. Moulds, shapes, punches and other auxiliary tools

11.1 Moulds, forms, die-cutting knives and other auxiliary tools, hereinafter referred to as dies etc., manufactured by Nedfilter or manufactured in whole or in part according to Nedfilter's instructions, for which the customer has paid the simplified costs, remain the property of Nedfilter.

11.2 If Nedfilter must take care of the manufacture of the moulds etc., Nedfilter need not begin manufacture until Client has paid Nedfilter the agreed costs. The same applies to improvements/changes or repairs to moulds etc. If no price has been expressly agreed for the agreed work, Client shall pay a reasonable sum for the costs incurred at Nedfilter's first request.

11.3 For loss or damage to moulds etc., Nedfilter shall only be liable if loss or damage is the result of deliberate intent, gross negligence or grossly improper handling by Nedfilter. Nedfilter shall not be held to any obligation to pay damages.

11.4 The moulds etc. will be kept by Nedfilter for Client until three years after delivery of the last order. Thereafter, Nedfilter's obligation to store them shall expire and Nedfilter shall be entitled to destroy the moulds etc. after a period of one month, without being obliged to pay any damages.

### ARTICLE 12. Retention of title

12.1 All goods delivered by Nedfilter, even if already assembled according to agreement, remain the property of Nedfilter until full payment of all that is owed by Customer under this or any other related agreement, including interest and costs.

12.2 Client is obliged to keep the delivered goods clearly and distinctly separated from other goods as long as ownership has not been transferred.

12.3 In the cases described in article 13 paragraph 1, Nedfilter shall be entitled, without notice of default and without judicial intervention, to reclaim as property the goods delivered but not or not fully paid for, taking into account what has already been paid, but without prejudice to all rights to claim compensation for any loss or damage. Return orders: costs for return shipments are subject to express approval by Nedfilter. The amount of the costs shall be determined by Nedfilter.

### ARTICLE 13. Right of retention

13.1 On all goods which are in Nedfilter's possession from or on behalf of the customer, regardless of the cause, Nedfilter has the right of retention as long as the customer has not fulfilled all his obligations to Nedfilter.

13.2 Nedfilter is thereby obliged to manage these goods in accordance with good commercial practice without the customer being able to assert any right to compensation in case of destruction, partial loss and/or damage through no fault of Nedfilter. Thus, the risk of the goods remains with Client.

### ARTICLE 14. Dissolution

14.1 Without prejudice to the provisions of the other articles of these general terms and conditions, Nedfilter shall be entitled to rescind the agreement in whole or in part with immediate effect without notice of default:

- If the Customer fails to fulfill one or more of his obligations to Nedfilter, or fails to do so on time or properly;
- If a petition for bankruptcy is filed against the Customer, he himself files for bankruptcy, is declared bankrupt, has applied for suspension of payment, is granted suspension of payment, proceeds to liquidate (part of) his company, offers a composition to his creditors or otherwise appears insolvent;
- if, in the opinion of Nedfilter, performance of the agreement by the Contractor is unreasonably onerous as a result of force majeure;
- if the Client fails to provide adequate security for the fulfillment of its payment obligations at the first request of Insolds.

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14.2 In the event of dissolution as referred to in the preceding paragraph, Nedfilter shall never be liable for any form of compensation. The customer is obliged to indemnify Nedfilter with regard to claims of third parties arising as a result of the dissolution.

14.3 Dissolution of the agreement by Nedfilter shall not affect its right to compensation for damages suffered and to be suffered as a result.

### ARTICLE 15. Disputes and applicable law

15.1 All offers of Nedfilter, agreements and their implementation are governed by Dutch law.

15.2 All disputes including those considered as such by only one party, which may arise as a result of the agreement between Nedfilter and Customer shall be settled by the competent court in Lelystad.

## GENERAL TERMS AND CONDITIONS ADVISE AND SERVICE NEDFILTER B.V.

### GENERAL

1. These conditions apply in addition to and as a supplement to the general terms and conditions of delivery of Nedfilter B.V.

### DELIVERY

1. Our written order confirmation is binding with regard to the assembly/installation work and the associated delivery period. Agreed delivery times are always approximate. The delivery periods shall commence from:

- the date of conclusion of the agreement;
- the date on which the customer has provided us with all necessary information;
- the date on which the customer has made a stipulated advance payment;
- the date that the customer has sent us drawings, designs, etc. approved by an authorized person.

The later of one of the aforementioned dates is decisive.

2. Customer is not entitled to refuse acceptance of the assembly / installation or to cancel the contract in case of exceeding the delivery time. In case of prolonged exceeding of the delivery time, we will consult with the customer what is reasonable and fair to do. Upon dissolution of the agreement, the customer shall pay for the work performed. Dissolution of the agreement may not lead to any obligation on our part to compensate for damages of any kind.

3. The work will be considered as delivered:

- if the client has approved the work after inspection and confirmed it in writing;
- after we have notified the client that the work has been installed, assembled and/or is ready for operation. The absence of a component which should have been delivered by a third party supplier or subcontractor is no reason to regard the work as not completed;
- after expiry of 8 days after we have notified you in writing that
- the work is completed or ready for operation and the client has failed to inspect or test the work within this period;
- after the customer has actually put the work into use. If a part is put into use, that part will be considered completed.

4. Small non-essential defects will be repaired by us as soon as possible and cannot be a reason for the client to withhold approval.

5. Unless stated separately, our quotations cannot be regarded as an advice.

### SCOPE OF THE WORK

1. The assembly/installation work to be performed includes the activities as described in the order confirmation and, if and insofar as agreed, the assembly/installation work also includes supervision/training in the use and operation of the systems to be delivered to the customer's designated personnel. All this will be arranged in mutual consultation, without us guaranteeing a specific result regarding the guidance and instruction.

2. Unless expressly agreed otherwise, the following work, deliveries and provisions are not part of our obligations; The customer is obliged to ensure that they are performed or executed in a timely manner so that the work to be performed by us is not delayed:

- Ground, paving, pile-driving, demolition, foundation, concrete, carpentry, setting and upholstering work or other additional works/activities of any kind. In any case, the customer will have to ensure good accessibility to the workshop.
- The provision of help for moving items that cannot reasonably be handled by two people, as well as the hoisting and/or lifting equipment and means of transport to be used.
- The provision, setting up and, after completion of the work, removal of scaffolding and ladders.
- The supply of fuels and auxiliary materials such as compressed air, gas, water, electricity, and the required supply/disposal lines necessary for the execution of the work, as well as for any testing and commissioning that are part of the system to be delivered/assembled.
- The provision during the duration of the work, in the immediate vicinity of the work to be performed, of a dry, heated, lighted and separately lockable room, of sufficient size, as accommodation for the workmen concerned and for the storage of the materials, tools and personal property of these workmen to be processed.
- Work to restore parts of installation(s)/systems or goods, which have become dirty or damaged at work, to a good state, unless the contamination or damage has been done by our workers.

- Lighting of the workshop in such a way that the installation/assembly work can continue.

3. The client will also ensure that timely applications are made and/or the amount due is paid with regard to power supply lines, connections, dues, Nuisance Act permits, (re)building permits and the like.

4. Unless expressly agreed otherwise in writing, any residual material / waste will remain on the construction site.

### ADDITIONAL/LESS WORK

1. We have the right to carry out and charge for additional work without prior consent of the client if the additional work does not exceed 10% of the original agreed amount. If the additional work will exceed 10% of the contract price, this will be confirmed to us by means of a written order.

2. Changes in the assignment originating from the client or caused by a change of circumstances as a result of which the original agreement cannot (completely) be maintained will be executed and charged as additional or less work. Everything within the limits of reasonableness and fairness.

3. If more or less work deviates more than 10% from the original sum, the parties will consult about the measures to be taken. In the event of cancellation by the customer, we will be entitled to invoice the costs incurred up to that point and/or the goods supplied.

### WARRANTY/LIABILITY

1. The supplier guarantees that the delivered/assembled goods comply with the agreed specifications and with the usability and soundness requirements that can reasonably be imposed on them for a period of 12 months. The guarantee obligation is limited to repairs and/or replacement with regard to any shortcomings provided that a timely complaint is made.

2. We are not liable for:
- assembled materials that do not originate from us;
  - influences on the assembly/installation by application of materials and/or instructions for use or operation which did not originate from us;
  - the consequences if the operating instructions concerning operation and/or energy supply are not carried out strictly;
  - normal wear and tear as well as damage/wear caused by overloading or by the influence of abnormal circumstances;
  - application of the legally prescribed safety requirements.
- In these cases, the supplier's warranty obligation shall lapse.

### CLAIMS

1. The customer is obliged to submit complaints in writing directly to us within one month after the work has been completed.

### PAYMENT

1. We are entitled to require installment payment in the case of assembly/installation, as follows:

- 33% upon entering into the agreement;
- 33% when the goods or the most important parts thereof are ready for testing/inspection or dispatch;
- 34% within 30 days of the expiry of the second instalment.

### DOCUMENT

These conditions are available on the back of our documents and on the website [www.vlint.nl](http://www.vlint.nl).