

## General Terms and Conditions of Sale and Delivery Meindersma Agri-Parts V.o.f.

### Article 1. DEFINITIONS

The capitalized definitions below shall have the following meanings for the purposes of these Terms and Conditions:

- Professional regulations: the rules of professional conduct to which dismantling companies are subject;
- Documents: all information or data made available by the buyer to the seller; all data produced or collected by the seller in the context of the execution of the Assignment / Agreement; and any other information of any relevance to the execution or completion of the Assignment. The aforementioned information may or may not be stored on (in)material data carriers and may or may not be stored with third parties;
- Employee: a natural person employed by or associated with the seller, whether or not on the basis of an employment contract;
- Assignment / Agreement: the contract for services, whereby the seller undertakes to perform certain activities vis-à-vis the buyer;
- Buyer: in the following, "buyer" means the (prospective) buyer, (prospective) client, customer, according to the other party in the broadest sense of the word;
- Seller: In the following, "seller" means Meindersma Agri-Parts V.o.f. in the capacity of supplier, seller, supplier, contractor, executor, repairer, etc.;
- Activities: all activities to be carried out by the seller for the benefit of the buyer and for which orders have been given and accepted by the buyer, as well as all activities and transactions resulting therefrom for the seller.

### Article 2. APPLICABILITY

- These general terms and conditions apply to: all offers, quotations, assignments, legal relationships and agreements, by whatever name, whereby the seller undertakes/will undertake to perform work for the buyer, as well as to all activities resulting therefrom for the seller.
- Deviations from and additions to the assignment and/or these general terms and conditions are only valid if they have been explicitly agreed in writing in, for example, a (written) agreement or (further) order confirmation. Buyer's purchase and/or other terms and conditions are expressly rejected by the seller and only apply insofar as they are in accordance with these general terms and conditions of sale and delivery.
- If any condition in these general terms and conditions deviates from a condition in the order confirmation, the condition included in the order confirmation shall apply with regard to the conflict.
- These general terms and conditions also apply to any additional or follow-up assignments.

### Article 3. OFFERS AND AGREEMENTS

- All offers made by the seller, in whatever form, are, unless expressly agreed otherwise, without obligation.
- Seller's specifications and specifications regarding size, capacity, performance or results, appearing in images, drawings, catalogues, advertising material, etc., are provided approximately and are not binding on the buyer.
- Agreements are only binding on the seller if and insofar as he, after receipt of the order from the buyer, or after receipt of the buyer's acceptance of the offer, has confirmed it in writing.
- The extra costs and extra hours incurred by the seller, as well as the other damage for the seller, due to the buyer's failure to provide, or not timely or properly provide, documents necessary for the performance of the work are at the expense and risk of the buyer.
- The seller is not bound to deliver at a price stated in the quotation if this price is based on a printing or writing error.
- In the case of telephone orders, the seller is not liable for incorrect delivery and/or invoicing caused by the relevant telephone statement. Written confirmations of telephone orders received after the date of the deliveries of the goods ordered by telephone in the meantime do not affect this.
- Each agreement is concluded by the seller under the suspensive condition that the creditworthiness of the buyer has proven to be sufficient and/or has been guaranteed by the buyer with sufficient security at the request of the seller.
- During the execution of the agreement, the seller has the right, at the expense of the buyer, to demand security regarding the buyer's creditworthiness.

### Article 4. DELIVERY AND RISK

- The Seller will carry out the assignment to the best of its ability and with due observance of the applicable laws and (professional) regulations.
- The Seller determines the manner in which the assignment is to be carried out and by which employee(s).
- The place and time of delivery shall be the seller's warehouse or the place of dispatch of the goods. The business travels at the expense of the buyer. If no further instructions have been given by the buyer to the seller, the method of packaging, transport, insurance, etc., will be determined by the seller with due care, without him bearing any liability for this.
- Seller and buyer can agree that buyer will take care of the transportation. In that case, the risk of storage, loading, transport and unloading, among other things, rests with the buyer.
- In the event of a malfunctioning product, the buyer can return the item free of charge for a replacement. In that case, the goods do travel at the risk of the buyer. If the seller is unable to provide a replacement, the agreement will be dissolved.
- Where it has been agreed to deliver and calculate in instalments, each instalment, insofar as it is not to the contrary from any provision shall be regarded as a separate agreement, in particular as regards the Payment and Warranty Provisions.
- After the delivery time has expired, the buyer is obliged to actually take delivery of the products that are the subject of the agreement at the agreed place.
- The Buyer must cooperate free of charge to enable the Seller to deliver.
- Items that have not been purchased will be stored at the expense and risk of the buyer.

### Article 5. ASSEMBLY AND COMMISSIONING

- All assembly, installation and set-up work; hereinafter referred to as "assembly" as well as commissioning work; hereinafter referred to as "commissioning" are at the risk and expense of the buyer, unless expressly agreed otherwise in writing.
- The provisions of paragraph 1 shall also apply to dismantling and repair work.
- Article 17 shall apply mutatis mutandis to the activities referred to in this Article.

### Article 6. RETENTION

- The Seller retains ownership of all goods delivered by him to the Buyer until the purchase price for all these goods has been paid in full. The reserved title also applies to the claims that the seller may obtain against the buyer due to the failure of the buyer in one or more of his obligations towards the seller, or that this claim arises from compensation to be paid by the buyer to the seller.
- Items which are subject to the seller's retention of title may only be resold in the course of the buyer's normal business operations.
- In the event that the buyer does not comply with its obligations towards the seller, or if there is a well-founded fear that the buyer will not do so, the seller is entitled to remove delivered goods on which the retention of title rests from the buyer or third parties who retain the goods for the buyer. The buyer must fully cooperate with the seller in this regard. In the event of default, the buyer will forfeit a penalty of 10% of the amount owed by the buyer for each day, including that the buyer remains in default towards the seller, without prejudice to the obligation to hand over the goods.
- The Buyer undertakes vis-à-vis the Seller to establish or assert rights to goods on which the Seller's retention of title rests or to assert them, to immediately inform the Seller and to inform the third parties about the Seller's retention of title.
- The Buyer undertakes vis-à-vis the Seller to cooperate within reasonable limits with all measures that the Seller wishes to take to protect its right of ownership with regard to goods.
- All goods present at the buyer's premises, originating from the seller, are the property of the seller as long as the buyer still has any payment obligation towards the seller, pursuant to the retention of title included in this article.
- The seller hereby reserves rights of pledge as referred to in Article 3:237 of the Dutch Civil Code for the purpose of providing additional security for claims, other than those referred to in Article 3:92(2) of the Dutch Civil Code, which the seller may have against the buyer for any reason whatsoever. At the seller's first request, the buyer will cooperate and enforce his right of pledge by registration.

### Article 7. FORCE MAJEURE

- A failure to comply with its obligations cannot be attributed to a seller if this failure is the result of force majeure.
- In the event of force majeure, the Seller shall notify the Buyer immediately and the Seller shall be entitled to suspend the agreement or to terminate it in writing, at his discretion, without the Buyer being entitled to any right to compensation.
- The following circumstances shall constitute force majeure:
  - The circumstance that contractors, third parties such as suppliers, subcontractors and transporters or other parties on which the seller is dependent, do not comply with their obligations or do not comply with them in a timely manner.
  - Weather
  - Forces of nature
  - Diseases of epidemic nature
  - Wars, international or national armed conflicts and preparations for such conflicts
  - Terrorism
  - Cybercrime
  - Digital infrastructure disruption
  - Fire
  - Stroomstoring
  - Loss, theft or misplacement of tools, materials or information
  - Wegblokkades
  - Strikes or work stoppages
  - Import or trade restrictions
- In the event of suspension of the agreement by the seller due to temporary force majeure, the buyer is not entitled to request dissolution of the agreement or to consider the agreement as dissolved, nor to refuse the performance of the seller or the payment to the seller afterwards.
- In the event of termination of the agreement by the seller, the agreement will be dissolved by operation of law, without judicial intervention being required. Any pre-paid instalments will then be refunded by the seller to the buyer.

### Article 8. PRAISE

- The prices stated in the order confirmation are expressed in euros, exclusive of turnover tax and other levies or taxes imposed by the government. The prices do not include packaging, storage, insurance and transport costs.
- If the execution of the order is delayed at the request of the buyer or due to the absence of information or instructions or other circumstances attributable to the buyer, all prices of the seller will be increased by additional costs, including loss of interest, which will incur for the seller.
- If more than three months have elapsed between the conclusion of the agreement and delivery and during that period the prices of materials, raw materials or semi-finished products, wages, premiums whatsoever, freights, taxes, currency exchange rates and/or other cost factors of the seller have risen to such an extent that the cost price for the seller has increased by more than 5%. In that case, the seller is entitled to charge a higher sales price corresponding to the cost price increase, without the buyer having the right to dissolve the agreement (or have it dissolved), while the seller is in no way obliged to pay any compensation on the basis of the above.

### Article 9. PAYMENT

- Payments shall be made at the place of business of the seller or to a bank account to be designated by the seller within 14 days of the invoice date.
- In the event of late or incomplete performance by the seller, the buyer's obligation to pay shall not be suspended, on the understanding that in the event of termination due to force majeure, the seller will refund the part of the purchase price already paid by the buyer on the basis of article 7.
- The buyer is entitled to set off its debts to the seller against claims of companies affiliated with the buyer against the seller. In addition, the buyer is entitled to set off its claims against the seller against debts that the buyer affiliated companies have to the seller. Affiliated companies are understood to mean: all companies belonging to the same group, within the meaning of Article 2:24b of the Dutch Civil Code and a participation within the meaning of Article 2:24c of the Dutch Civil Code. If the buyer fails to meet his payment obligation, he will owe the seller the statutory interest on the outstanding invoice amount or part thereof, where part of a month is calculated for a full month, i.e. from 30 days after the invoice date and in the case of purchase on account, from 14 days after the invoice date. In that case, the buyer will also owe the seller the reasonable costs to obtain payment out of court, which costs will be calculated with 15% of the amount to be claimed to be recovered from the buyer. At the end of each year, the amount on which interest is calculated shall be increased by the interest due for that year. If payment is not made on time, the buyer will owe the seller all extrajudicial costs.
- The seller has the discretion to determine to which debts payments of the buyer are attributed, but in any case payments will first be deducted from interest and extrajudicial collection costs
- In any event, the Seller is entitled to exercise his right of retention in respect of goods held by the Buyer until his entire claim against the Buyer has been settled.
- The buyer must have submitted complaints about the invoice to the seller in writing within the payment period, under penalty of forfeiture of all rights.

### Article 10. GUARANTEE

- Subject to the following provisions, the seller guarantees the soundness and quality of the – new – goods supplied by him for a period of three months after delivery, in the sense that he may have parts or materials to which any defect may arise during that time, as a result of faulty constructions, insofar as those goods are located in the Netherlands, free of charge or reimburse the price calculated at the time at his option. The warranty only applies to parts and not to labor. If the seller has purchased the goods himself from a manufacturer or third parties, only the warranty conditions of that manufacturer or third parties apply. These will be handed over in advance by the seller to the buyer or sent to him at the request of the buyer.
- The buyer is obliged, under penalty of forfeiture of the seller's warranty obligation, to find a defect immediately after the discovery to the attention of the seller by registered letter. The buyer is obliged to provide a defective part and, to the extent that the Seller so requires, to the Seller or Seller shall be able to provide the returns. Goods or parts thereof which are replaced pursuant to a repair order shall be therefore the property of the seller.
- The seller's warranty obligations shall lapse if the buyer, his staff or equivalent third parties, do not conduct the goods in accordance with the intended instructions and regulations, or are otherwise incompetent or careless if the buyer has handled the goods for purposes other than the normal course of business for which the goods were intended or if the buyer has made repairs or alterations without the written consent of the seller.
- carried out by persons other than the seller.
- The seller's warranty obligation expires if the buyer does not meet his payment obligations. Buyer has not the right to refuse payment on the grounds that the seller has not yet fulfilled its warranty obligation or has not fulfilled it in full.
- In the event that the seller fails to comply with his warranty obligation, his liability shall be limited to the costs of repair or replacement by third parties, but only after the buyer has given the seller written notice of default and has given him a reasonable period within which the seller will still be able to meet its warranty obligation.
- In case of repair and/or replacement of parts, the warranty period will not be extended or restarted.

### Article 11. LIABILITY

- With regard to delivered goods, the seller is only liable with due observance of the following:
  - In the event that a warranty has been provided by the seller, the latter shall accept liability to the extent that this arises from the warranty;
  - For intent or negligence on the part of directors of the seller or managerial subordinates and for intent and/or gross negligence Fault of other subordinates, the seller accepts liability insofar as this results in damage to the buyer;
  - Seller's liability shall be waived in the event of force majeure (see clause 7) on its side, in which case Seller shall be entitled, on account of the permanent or factual impossibility of performance, to terminate the contract in whole or in part.
- The liability of the seller is at all times limited to an amount corresponding to 100% of the Invoice amount;
- In the case of partial deliveries and partial invoices, the calculation of the limitation of the liability should be based on the partial invoice relating to a supply from which the liability arises.
- Sec. 6. If the seller does not comply with his delivery obligations and that non-fulfilment is attributable to him, the Seller liable for the resulting damage, which liability is limited to an amount of corresponding to the amount of 100% of the invoice amount, which will result in the event of an invoice.
- The damage referred to in points 1 to 6 shall also only be eligible for compensation if it is months after the termination of the performance of the (partial) agreement, with which the damage is has arisen and has been notified in writing to the Seller within fourteen (14) calendar days of discovery.
- Any legal action in respect of damage which may be awarded compensation shall be brought within three (3) months after discovery of the damage.
- If the seller is sued for compensation for damage caused by a third party, including the of the buyer, has suffered in connection with goods or services delivered or performed by the seller, the buyer is expressly obliged to indemnify the seller against that claim.
- The provisions of the preceding paragraphs also apply to the (legal) persons belonging to the group of which the seller is also a member and involves the seller as an auxiliary person in the performance of the agreement. The buyer also has a relationship with the seller and that auxiliary person, who belongs to the group of which the seller is also a member. is not entitled to compensation in excess of the maximum amount he could claim from one of them.
- The Seller shall not be liable for the consequences of provisions of safety regulations, with regard to delivered machines and/or parts, which are put into use by the buyer in the condition as purchased, or applied as a substitute.
- The Buyer indemnifies the Seller against claims from third parties (including Employees of the Buyer and third parties engaged by the Seller) who suffer damage in connection with the execution of the order, which damage is the result of the acts or omissions of the Buyer or of unsafe situations in its business or organization.
- The provisions of paragraphs 1 to 12 of that article relate to both the contractual and non-contractual liability of the seller vis-à-vis the buyer.

### Article 12. TERMINATION OR CANCELLATION OF THE AGREEMENT

- If the buyer does not, does not comply properly or in a timely manner with any obligation imposed on him by this or any other agreement concluded with him, he shall be deemed to be in default by operation of law. In that case, the seller is entitled, at his own discretion, to enter into the agreement in writing without notice of default or judicial intervention, or to suspend its obligations under the agreement with the buyer, without the seller having to resort to any indemnity, warranty or otherwise.
  - Where the purchaser is declared bankrupt, has been granted a moratorium, or has been granted any otherwise unable to meet his financial and/or other obligations, he shall be deemed to have been and the seller has the right to terminate the agreement without notice of default or legal intervention, immediately in writing.
  - In a case as referred to in the preceding paragraphs, the seller shall always be entitled to demand payment in full immediately of what the buyer has become liable to pay on the basis of the agreement; The buyer is also obliged to pay for the damage caused by Seller suffers, including loss of profit, interest and costs.
  - The provisions of the preceding paragraphs shall be without prejudice to the seller's other rights in respect of attributable Buyer's failure to comply with these terms and conditions elsewhere.
- ### Article 16. MISCELLANEOUS
- These general terms and conditions have been drawn up in Dutch, English and German. In the event of any discrepancy or contradiction between the translations and the Dutch text, the Dutch text shall prevail.
- ### Article 17. APPLICABLE LAW AND CHOICE OF FORUM
- All agreements concluded with the seller are governed by Dutch law.
  - Disputes arising between the seller and the buyer about or as a result of an agreement concluded between them will be tried by the ordinary courts of the seller's place of business. This prevents the parties shall not, however, submit the dispute to an arbitrator by mutual agreement, which in that case shall be appointed in accordance with the rules laid down in the Statutes of the Board of Arbitration for the Metal Industry and Handel in The Hague, which, with due observance of the Statutes of that Council, will give its decision.