General Terms & Conditions of sales

A. ACCEPTANCE

An order placed by Buyer (means the entity named as such in the contract) shall become a binding contract (hereinafter 'Contract') upon Supplier's (means Eager.One) acceptance. These terms and conditions are incorporated into the Contract between Supplier and Buyer to the exclusion of any others submitted by Buyer, or any other standards or specifications of Buyer, unless expressly accepted in writing by Supplier as part of the contract. Proposals, representations or agreements made prior to the Contract, whether verbal or written, are excluded unless otherwise expressly agreed. 'Party' means either Buyer or Supplier as the context requires and the term 'Parties' refers to both of them collectively. 'Work' shall mean all work, activities or services to be performed by Supplier under the Contract.

B. PRICES

All price quotations are Ex-works, unpacked (Incoterms 2020) Supplier's specified facility unless otherwise agreed in the Contract. All sales, use, import, excise and like taxes, whether foreign or domestic, shall be charged to and borne by Buyer. Supplier bears no responsibility for any consular fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines imposed due to incorrect declarations, unless specifically agreed otherwise. Charges will be added for factory preparation and packaging for delivery. If by reason of any act of government, Supplier's costs and/or time for performing its obligations hereunder increases, Supplier shall be allowed a Change (as defined under J).

C. PAYMENT TERMS

Terms of payment are net 30 days. Invoices shall be issued as specified in the Contract. If the Buyer disputes (part of) of the accuracy of an invoice in a substantiated and written manner, the Buyer is nevertheless obliged to make timely payment of the undisputed part. Contesting an invoice must be done in writing and within seven (7) calendar days after the date on the invoice. Interest shall be due from Buyer to Supplier on overdue accounts at the maximum rate allowed by law. Payment for Goods (means any equipment, material, spare parts, software documentation, and designs as described in the Contract) and/or services (Services) and/or Work is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment due to a reasonable circumstance. Supplier shall be entitled to recover all reasonable attorney's fees and other costs incurred in the collection of overdue amounts. Supplier reserves the right to suspend delivery or performance of the Contract or any part thereof where genuine doubts arise as to Buyer's financial position, or in the case of failure to pay for any goods or services, without any liability until payment or satisfactory security for payment has been provided.

D. DELIVERY (EX-WORKS)

Partial deliveries may be made at the option of Supplier. Stated delivery dates (Ex-Works, unpacked Incoterms 2020) are indicative only and Supplier shall have no liability for damages resulting from any delay, unless a mechanism for liquidated damages for delay which includes a grace period, a claw back mechanism, a reasonable daily level and a cap of 2.5% of the PO Price (means the price of the Purchase Order) is agreed. This liquidated damages mechanism would constitute Buyer's sole recourse for delay. In the event that Supplier's performance is delayed by reasons beyond Suppliers control, the date for Supplier's performance shall be extended by the length of the delay, and Buyer shall not be entitled to cancel any order on the basis of such delay. In the event Buyer is unable to accept delivery of goods when tendered, Supplier may, at its option, arrange storage of the goods and Buyer shall be liable to Supplier for the reasonable cost of such storage. This provision is without prejudice to any other rights which Supplier may have with respect to Buyer's failure to take delivery of Goods which includes the right to invoice Buyer for the goods. Each and every Delivery of Goods by the Supplier shall take place while reserving the ownership of these Goods until the Buyer has paid any and all amounts due.

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E. CANCELLATION

Orders placed by Buyer and accepted by Supplier may be cancelled only with the written consent of Supplier. Upon Buyer's request for cancellation Buyer shall return to Supplier all of Supplier's documents, drawings and the like provided by Supplier. As estimated actual damages, Buyer agrees to pay Supplier the greater of Supplier's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges to the option of Supplier; 20% of order value if cancelled 12 months prior to the original delivery date; 50% of the order value if cancelled thereafter; or 100% of the value of any non-standard items, which are items not built for stock or built to customer specifications.

F. TITLE AND RISK OF LOSS

Delivery shall be Ex-works, unpacked Supplier's specified facility upon issuance of a release note by Supplier. Supplier accepts no responsibility for any damage, shortage or loss in transit Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

G. GUARANTEE

Supplier guarantees, for a period of 12 months (“Guarantee Period”) as from the moment the Goods and/or the Work are ready for delivery Ex-Works (Incoterms 2020), its workmanship and that Goods of its own manufacture shall be free of defects in materials under normal use and service, provided they are used and maintained in accordance with Supplier's instructions. By the mere lapse of the Guarantee Period, any and all obligations and liabilities of Supplier with regards of defects shall end. At its option, Supplier will re-perform the Services and/or either repair or replace Goods which are found to be defective within the Guarantee Period for which defect it is proven that Supplier is responsible. Replacement parts will be delivered Ex-Works unpacked, and Supplier may require the return of allegedly defective parts, freight pre-paid, to establish the guarantee.

This guarantee is applicable only if: a) the defect occurred under normal use not due to wear and tear or weather conditions; b) the defect arose from faulty materials; c) Buyer notified Supplier in writing of the defect within 10 days of its discovery by Buyer; and d) the Goods are properly used, operated and maintained by skilled persons in accordance with any applicable Supplier operation and service manuals or method statements. With respect to the installation and/or repair activities regarding existing equipment, machinery or installations whether or not at client, no guarantee is given other than the assurance that these activities will be carried out by skilled personnel to the best of their ability; Goods delivered in connection with an installation/repair order are covered by this guarantee clause. The guarantee provided will be void if the Goods were either: a) repaired or serviced by a service facility which was not authorized by Supplier; b) replacement parts not manufactured by Supplier were utilized; or c) modifications were made to the Goods which were not prior approved by Supplier in writing. Any descriptions, drawings, samples or similar materials used in connection with this sale are for the sole purpose of identifying the goods and are not to be construed as a guarantee that the Goods will conform to such description. In relation to make good defects in materials the following services will be delivered by Buyer free of charge or will be reimbursed by Buyer to Supplier at actual costs against documentary proof on first request a) air travel (incl. lodging) and other transport costs for Supplier’s personnel. b) Travelling man hours c) general assistance by Buyer’s personnel and facility equipment during repairing or replacing of defective goods. d) Provision of scaffolding e) provision of crane assistance, special tools etc. on location other than at the workshop of Supplier in Utrecht, The Netherlands.

Warranties and guarantees expressed in this article are in lieu of any other warranty or guarantee, express or implied, of design, materials or workmanship and all such warranties and guarantees, including any of merchantability, fitness for purpose or workmanlike performance, are excluded from this Contract. All defects in the Goods, whether arising in the Contract, tort (including negligence), strict liability, product liability or otherwise, shall be to the agreements and limitations of the article.

H. INDEMNIFICATIONS

- Each Party is completely liable for its own personnel, property, equipment, materials (including costs of wreck removal, if any) and any other items within such party possession or control and that of its other subcontractors whether owned, hired, leased, chartered, etc. and defends, indemnifies and holds harmless the other party for any direct or indirect damage and/or loss howsoever caused

to such property regardless of whether any such damage and/or loss is due to the negligence of the indemnified party.

- Furthermore, each Party shall assume its legal liability towards third parties and indemnifies the other accordingly. After Delivery Ex-Works the Buyer shall indemnify, defend and hold harmless the Supplier. For the purposes of this provision the term third party excludes the client(s) of the Buyer. Notwithstanding any of the indemnities and liabilities specifically referred to elsewhere in this terms and conditions of sale at all times Buyer shall indemnify, defend and hold harmless Supplier in respect of client(s) of the Buyer at all times.

- Consequential Loss. Notwithstanding any of the indemnities and liabilities or warranties specifically referred to elsewhere Supplier shall under no circumstance be liable for any indirect, incidental or consequential damage including but not limited to, loss of use or downtime, loss of profit or revenue, or loss of product, or any other economic loss arising, or alleged to arise from Supplier's failure to properly carry out its obligations or use of the results of Supplier's engineering Services and Buyer hereby agrees to indemnify, defend and hold harmless the Supplier against such losses regardless whether any such loss is due to the negligence of the Supplier.

- Cumulative Liability. Supplier's cumulative overall liability for the work, regardless of the kind of liabilities and/or non-performances, if any may remain, under this General Terms and Conditions or at law shall not exceed a maximum overall amount equal to 10% (ten percent) of the Contract price paid to Supplier under this Contract or the maximum overall amount of Euro 500.000,= whichever is less, even if held to amount to a breach of warranty. Buyer shall indemnify defend and hold harmless Supplier for such claims in excess of this percentage/amount. When Supplier performs engineering Services Supplier's maximum cumulative overall liability is limited to re-performance of the engineering Services; such re-performance being further limited to 20% of the engineering Contract price. The cumulative overall limit of liability shall not only apply in contract but also in tort, otherwise at law or any other legal proceeding.

- Defined terms to include. For the purposes of the provisions H and I, the term Supplier is used as a reference individually and collectively for Supplier including its partners, affiliated companies, agents, representatives, suppliers and subcontractors of Supplier and their respective employees and the subrogees of that party. Similarly, the term Buyer is used as a reference individually and collectively for Buyer including its partners, affiliated companies, agents, successors, representatives, clients and contractors of Buyer, and their employees and the subrogees of that party.

I. INSURANCES

The Buyer shall insure, up to the full Contract price, the work under a project Construction All Risks Insurance including guarantee at A-rated underwriters Standard & Poor. On prior written request of Buyer the Supplier may insure the Goods against additional cost of Buyer, until the moment of delivery ex-works or leaving of the goods from Supplier's deliver facility, under a Construction All Risks insurance up to the full Contract Price. Supplier shall be co-assured, under the above insurance policies of Buyer, which shall contain a waiver of right of subrogation of claims against the Supplier. Upon request insurance certificate and/or policy will be provide to Supplier.

J. CHANGES

Supplier reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to retrofit goods previously sold. In the event Buyer makes a change to the scope of this Contract which impact the: (I) designs, drawings or specifications of the Goods, (II) method of shipment or packing, (III) place of delivery or (IV) delivery schedules, and such change impacts the cost of, or time required for, Supplier's performance, an equitable adjustment shall be made in the Contract Price and/or delivery schedule. No change shall be effective except upon written agreement of both parties.

K. TECHNICAL ASSISTANCE

Upon request, Supplier can provide engineering or technical information regarding its Goods and, if feasible, will provide personnel to assist Buyer in affecting field installation or field service. Any such information, service, advice or assistance so provided, whether with or without additional charge, shall be advisory only. It is expressly agreed that Supplier shall have no liability for any damage or

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loss arising out or resulting from, or caused in whole or in part by such information, service, advice or assistance provided.
When Supplier provides field installation of field Services, Buyer has to provide the required permits and licenses to the Supplier to access and execute the Work in accordance with set safety laws and standards. In addition the Buyer has to provide gas, water, power, heating, lockable dry room, waste/material disposal arrangements and arrangements to avoid or minimize damage to materials or harm to persons at or near the work location. Travel and accommodation are not included in the price, unless agreed in writing by Supplier. Work will take place at daytime during normal working hours. Overtime hours, hours worked on Saturdays, Sundays and holidays may be charged to the Buyer.

L. CONFIDENTIAL INFORMATION

Each Party recognizes and acknowledges that all disclosures, documents, drawings, specifications, patterns, intellectual property rights and other technical information (collectively, “Confidential Information”) furnished to one party by the other shall remain the sole property of the providing party and is submitted in confidence upon the understanding and agreement that (a) all Confidential Information shall promptly be returned to the providing party upon request, (b) recipient shall not use the Confidential Information, in whole or in part, for any purpose other than the performance of this Contract, and (c) recipient shall not disclose or furnish the Confidential Information, in whole or in part, to any third party, unless it (I) enters the public domain without breach hereof by the recipient, (II) is used or disclosed with the prior written approval of the owner, or (III) is obligated to be produced under order of a court of competent jurisdiction.

M. FORCE MAJEURE

Supplier’s omission or failure to carry out or observe any stipulation, condition, or obligation to be performed under this Contract will not give rise to any claim against Supplier, or be deemed to be a breach of contract if the failure or omission arises from causes beyond Supplier’s reasonable control.

N. DISPUTES

This Contract shall be governed by and construed in accordance with the Laws of the Netherlands. The language shall be English. The invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision therein. The particular invalid or unenforceable provision may be replaced by the court with a provision that comes closest to that invalid or unenforceable provision. In the event that a dispute and/or claim arising out of or in relation to this Contract and any further agreements resulting there from, which cannot be settled amicably by the parties, shall be finally determined in accordance to the Laws of the Netherlands and with the exclusive jurisdiction of the district court of Amsterdam, The Netherlands. No action for breach of this Contract shall be brought by the Buyer more than 12 months after the cause of action has arisen.

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