

DAKSAFE GENERAL TERMS AND CONDITIONS:

1. Definitions

- 1.1 In these General Terms and Conditions, the contractor refers to the private limited liability company existing and incorporated under the laws of the Netherlands ("de besloten vennootschap met beperkte aansprakelijkheid") Daksafe B.V., established in Waardsedijk 12, 3417 XJ Montfoort, the Netherlands.
- 1.2 In these General Terms and Conditions, the commissionee refers to the contracting party of the contractor that enters into an agreement with the contractor.

2. Area of application

- 2.1 These General Terms and Conditions apply to the formation, content and performance of all offers, agreements and deliveries conducted or entered into by the contractor, unless the parties expressly agree otherwise.
- 2.2 If the commissionee does not explicitly contradict the applicability of these terms and conditions during the conclusion of the agreement, possible general terms and conditions of the commissionee can never apply.

3. Offers

All offers of the contractor will always be made in writing and are non-binding. The offers are void if the commissionee does not accept them within a reasonable period of time. The offers shall in any event be void in the event the acceptance of the offer is subject to a period of time set by the contractor and this period of time has been excided.

Sizes, weights, images and technical data mentioned in offers, catalogues, circulars and other advertising material of the contractor are without any obligation and are not binding on the contractor. This means that no rights can be derived from the aforementioned data by the commissionee.

All prices quoted by the contractor are based on "ex Works" conform Incoterms 2010. These prices are exclusive VAT and additional expenses, including packaging costs, government and other official levies, and costs related to the agreement, including travelling costs, accommodation costs, shipping costs and handling fees, unless expressly agreed otherwise.

4. Acceptance

- 4.1 After acceptance of the offer, the contractor will confirm the agreement to the commissionee in writing.
- 4.2 The agreement is only binding on the contractor after and insofar as it has been confirmed by the contractor in writing to the commissionee and the commissionee has signed the written confirmation of the contractor for approval.
- 4.3 If the acceptance by the commissionee deviates from the offer, the contractor shall not be bound by the acceptance of the commissionee. In such case, the agreement will not be concluded in accordance with this deviating acceptance of the commissionee, unless the contractor indicates differently.

5. Authority

- 5.1 Only the persons who are authorized to bind the contractor, according to the articles of association of the contractor or according to the extracts of the Chamber of Commerce, may enter into agreements on behalf of the contractor.

It is expressly stated that representatives and agents or other persons who do not belong to the board of the contractor do not have the authority to enter into (binding) agreements on behalf of the contractor.

6. Price changes

- 6.1 Changes to the agreement and deviations from these General Terms and Conditions will only be effective if they have been agreed in writing between the commissionee and the contractor.
- 6.2 If, after the contractor and the commissionee entered into an agreement, there is a change in respect of the amount of VAT, wages, other taxes, import duties, levies, employment insurances and/or other government and other official levies, or if a new collective labour agreement has come into force, or there is a change in the prices of raw materials and/or other materials, the contractor shall be entitled to change the agreed price between the parties, if and insofar these changes affect or may affect the performance of this agreement. A supplier shall also be entitled to change the price in the event of a change in the exchange rate of foreign currency, under the condition that the contractor has bought or will buy goods or services to fulfill its obligations under the agreement.
- 6.3 In the event, the contractor makes use of the right as mentioned in clause 6.3 and wishes to increase the agreed price within 3 months after entering into the agreement with the commissionee, the commissionee shall be entitled to dissolve the agreement in accordance with the applicable legal provisions, except if the right of the contractor to increase the price results from a legal provision.

7. Changes to the work

- 7.1. Changes to the work result in additional or reduced work if:

- a. There is a change to the design or plan;
 - b. The information supplied by the commissionee does not correspond with the actual situation.
- 7.2. Additional work shall be calculated on the basis of the value of price determining factors applicable at the time of the conclusion of the agreement.
- 7.3. If the balance of the reduced work exceeds the balance of the additional work, the contractor may charge the commissionee in the final statement for an additional amount of 10% of the difference in the two mentioned balances. Reduced work resulting out of a request from the commissionee may not be deducted from the additional work or the contract price.

8. Quality, right to claim

- 8.1 The contractor is obligated to deliver the goods to the commissionee of the quantity and quality as referred to in the order confirmation.
- 8.2 The goods will be delivered by the contractor 'ex works' in accordance with 'Incoterms 2010', or sent for delivery to the agreed place or places as specified in the order or subsequently agreed upon.
- 8.3 the contractor is obligated to deliver goods to the commissionee, which:
- a. possess the characteristics as described in the offer; and
 - b. provide the services as described in the order confirmation.
- 8.3 All rights claimed by the commissionee due to failure to comply with the contractor's obligations must be invoked in writing by registered letter within 8 days after the commissionee has discovered or could reasonably have discovered the defect. Failure to comply with this clause by the commissionee, will result in the expiration of the right to claim. All rights to claim of the commissionee shall also lapse if he has attempted to remedy an alleged defect himself or by a third party without the contractor's written permission.
- 8.4 Expressing a complaint does not suspend the commissionee's obligation to pay, regardless of any justification of a complaint.

9 Delivery time

- 9.1 The delivery time shall be approximated by the contractor. In principle, the approximated delivery time shall not be considered a deadline.
- 9.2 A set term can only be deemed to be a deadline if an exact date has been set in the order confirmation of the contractor, by which a delivery must take place and if this is also explicitly indicated as a deadline.
- 9.3 The delivery time is determined in the expectation that the contractor will receive the related goods to be purchased from third parties on time. If it turns out this expectation is unfounded, even if this is the result of circumstances already foreseeable when the agreement was concluded, the delivery time shall be extended by as many days as the delay has lasted. The delivery time shall also be extended if the commissionee changes the agreement or otherwise delays the execution of the agreement.
- 9.4 The starting date of the delivery time commences when the parties have agreed on all technical details, all necessary data, final drawings etc. and when these are in the possession of the contractor, the agreed (term of) payment has been received and the necessary conditions for the execution of the agreement have been met.
- 9.5 Exceeding the approximate delivery time set by the contractor shall not give the commissionee any right to claim compensation for damages.
- 9.6 Exceeding the approximate delivery time set by the contractor shall not give the commissionee any right to refuse to fulfil his obligations towards the contractor on time.
- 9.7 In the event of additional work, the delivery time shall be extended by the time which is required to deliver or have the materials and components delivered and to perform the additional work. If the additional work does not fit into the schedule of the contractor, the additional work will be completed as soon as the contractor's schedule permits.
- 9.8 If the commissionee is of the opinion that exceeding of the approximate delivery time set by the contractor should be deemed to be as unreasonably onerous, the commissionee is obligated to set a reasonable delivery time by way of registered letter towards the contractor or bailiff's notification.
- 9.9 After sending the in clause 9.8 mentioned notification, the commissionee is obligated to enter into consultation with the contractor regarding the exceeding of the delivery time.

10 Transfer of risk

- 10.1 Delivery is ex works (Incoterms 2010).
- 10.2 Irrespective of the provisions of clause 10.1, the commissionee and the contractor may agree that the contractor shall arrange the transport. The risk related to storage, loading and unloading and transport shall also be for the commissionee.

11. Purchase obligation

- 11.1 The commissionee is obligated to take possession of the purchased goods within a period to be agreed upon between the commissionee and the contractor. In the event of late acceptance, the contractor will set a final

deadline of one week to take possession of the purchased goods, except if the contractor can infer from the commissionee's notification that the latter will remain reluctant to take possession of the purchased goods and or services.

- 11.2 If the commissionee remains in default of taking delivery of the purchased goods, even after the further deadline has been set, the contractor shall be entitled at its discretion to demand performance of the agreement or to dissolve the agreement without intervention of the court, without prejudice to its rights to claim damages from the commissionee.
- 11.3 In the event of resale, the commissionee is not allowed to export the goods. In the event of resale, the commissionee is obligated to impose the obligation on its own customer's that they are not allowed to export the goods.

12. Storage

- 12.1 If, for whatever reason, the commissionee is unable to take receipt of the goods at the agreed time and they are ready for shipment, the contractor shall, if he has empty storage facilities, at the request of the commissionee, store the goods, secure them and take all reasonable measures to prevent loss of quality of the goods until they have been delivered to the commissionee.
- 12.2 The commissionee is obliged to reimburse the contractor for its storage costs from the time that the goods are ready for shipment, or, if this is at a later time, from the delivery date agreed in the agreement.

13 Retention of ownership

- 13.1 The contractor remains owner of the delivered products and products to be delivered and the ownership is transferred to the commissionee at the moment the commissionee has paid the agreed price (incl. VAT) interest, costs, fines and damages in respect of the delivered goods, including payment for prior deliveries.
- 13.2 As of the moment the contractor has delivered the goods to the commissionee, the risk of damages and loss of the goods and any resulting damages is transferred to the commissionee (see clause 10.1).
- 13.3 Before the commissionee has fulfilled its obligations, so before the commissionee has become the owner of the goods, he is prohibited from transferring these goods or transferring the ownership of these goods to third parties. Also, the commissionee is prohibited from registering security rights over the goods and from giving the actual control of the goods to a third party.
- 13.4 The commissionee is only entitled to resell the goods that are the property of the contractor if the contractor expressly permits this in writing. The approval will always be under the condition that this resell takes place in the context of the ordinary course of business of the commissionee.
- 13.5 If the commissionee is entitled to resell the goods while he did not fulfill his obligations towards the contractor, the commissionee is obligated either to demand direct payment in cash from the third party, or to deliver the goods under retention of title to the third party, or to obtain security by other means for the payment of the goods from the third party.
- 13.6 In the event of breach of the aforementioned obligations of the commissionee, the full purchase price shall become payable on demand.
- 13.7 Without prejudice the aforementioned contractor's rights, the commissionee shall authorize the contractor, if he fails to fulfil his payment obligations towards the contractor (on time), to take back the goods supplied by the contractor without any notice of default or intervention of the court being required. If it concerns goods that have been mounted on movable or immovable property, the contractor is authorized, under the conditions as mentioned in this clause, to disassemble and take back the goods supplied by the contractor.
- 13.8 If the commissionee acts in violation of clauses 13 paragraph 3, 4, or 5, the commissionee is obligated to transfer the claims he has towards third parties to the contractor.

14. Payment

- 14.1 Payment must occur within 30 days after the invoice date, unless otherwise agreed. In the case of large objects, projects or transactions, the commissionee must pay the contractor 30% of the total price upon order, 40% upon delivery, upon completion and 10% of the total price upon final acceptance.
- 14.2 If the commissionee fails to fulfil his payment obligation in time and fails to comply with a notice of default of the contractor, the contractor shall be entitled, at its discretion, either to dissolve the agreement without intervention of the court, or to demand performance. In the last-mentioned case, the contractor is entitled to charge the statutory interest on the outstanding amount as of the date of default until the day of full payment by the commissionee to the contractor.
- 14.3 Payment is made without any discount or novation. The commissionee is not entitled to deduct any amount from the purchase price because of a counterclaim. Suspension by the commissionee is therefore not permitted.
- 14.4 In the event of dissolution, the commissionee shall be liable for the damage suffered by the contractor, including loss of profit, transport costs and the costs of the notice of default.
- 14.5 In the event of attributable failure by the commissionee to fulfil an obligation regarding non-payment or late payment, the contractor shall be entitled to charge the commissionee all extrajudicial costs related to the collection of the amount. The commissionee is obligated to pay these costs.

- 14.6 Extrajudicial collection costs shall be payable by the commissionee at the moment that the contractor has called in legal assistance from third parties for the collection.
- 14.7 The contractor has the right to demand the necessary guarantees for payment by the commissionee, the commissionee is obliged to provide these if he is in default in respect of the normal payment terms.

15 Dissolution and suspension

- 15.1 If the commissionee fails to fulfil any obligation arising from or related to an agreement with the contractor entirely, properly or in time, the contractor is entitled to dissolve the agreement by means of an extrajudicial declaration. Without prejudice the aforementioned, the contractor can also claim the damage it has suffered as a result of the dissolution.
- 15.2 The contractor shall also be entitled to dissolve the agreement in the event the commissionee is declared bankrupt or given notice of suspension of payments, or the shutdown and liquidation of the commissionee or its business, as well as in the event a seizure procedure has been started against the commissionee, matters in respect of debt rescheduling, guardianship order or if the commissionee loses the power to dispose of its property or parts thereof in any other way, unless the trustee in bankruptcy or administrator recognizes the obligations arising from this agreement as estate debt.
- 15.3 As a result of the dissolution, reciprocal claims shall become immediately due and payable. The commissionee is liable for all damage suffered by the contractor, including loss of profit and any transport costs.
- 15.4 If, after the conclusion of the agreement, circumstances come to light that give the contractor good reason to fear that the commissionee will not fulfil his obligations, the contractor will be entitled to suspend the fulfilment of his obligation. In the event of suspension, the contractor is entitled to require the commissionee to provide sufficient security for the fulfilment of his full obligations.

16. Several liability

- 16.1 If an agreement is entered into jointly with two or more commissionees, each of them shall be jointly and severally liable for the full performance of their obligations arising from the agreement and the related damages in the event of non- or late performance.

17. Liability

- 17.1 The contractor accepts no liability whatsoever for direct or indirect damage of whatever nature caused to goods or persons, all this as a result of the goods delivered by the Contractor. This clause does not apply if the damage is the result of gross negligence or intention of the contractor.
- 17.2 Without prejudice the aforementioned, the contractor accepts no liability whatsoever for consequential loss, including trading loss, immaterial loss and loss of profit. Also, the contractor accepts no liability for damages to property in his care custody or control which are not owned by the contractor, or for damage caused by or during the execution of the contracted work to goods on which work is being carried out or to goods located in the vicinity of the place where work is being carried out, or for damages as a result of gross negligence or intention of the commissionee.
- 17.3 The contractor shall never be liable for any damage of the commissionee, if the commissionee has taken out or could reasonably taken out an insurance agreement in respect of the risk of that damage.
- 17.4 In the event, the contractor is liable on the basis of a legal provision, this liability shall always be limited to the amount of the invoice sent by the contractor to the commissionee for the order which has caused the damage.
- 17.5 If the contractor is held liable by a third party for any damage for which he is not liable under these general terms and conditions and for which the commissionee is liable, the commissionee shall fully indemnify the contractor in this respect and compensate him for the full compensation amount the contractor has to pay to the third party on that account on the basis of a settlement agreement concluded with the commissionee's consent or an irrevocable judicial or similar ruling (binding opinion or arbitral award). This indemnification includes but is not limited to damage related to infringement of intellectual property rights of third parties.

18 Force majeure

- 18.1 If the contractor cannot fulfill his obligations because of force majeure (non-imputable shortcoming), the delivery time referred to in clause 9 shall be extended by a period equal to the period the contractor was not able to fulfill his obligations because of force majeure (non-imputable shortcoming).
- 18.2 Force majeure refers among others to any circumstance outside the direct sphere of influence of the contractor, as a result of which fulfillment of the agreement can no longer reasonably be expected. This may include among others war, threat of war, civil war, molestation, fire, water damage, flooding, strike, sit-down strike, import and export restrictions, government measures, defects in machinery, disruptions in the supply of energy, all circumstances, both in the business of the contractor and in that of third parties, which deliver to the contractor all or a part of the necessary materials or raw materials, as well as during storage or transport, whether or not under its own management, and furthermore due to all other causes, which arise through no fault of the contractor's own or at his own risk.

- 18.3 If the contractor is permanently prevented from performing due to force majeure or if delivery is delayed by more than 2 months, both the contractor and the commissionee are entitled to dissolve the agreement fully or partly by means of an extrajudicial declaration, with due observance of clause 18.4. In this case, the contractor is only entitled to reimbursement of the costs incurred by him.
- 18.4 If the force majeure occurs while the agreement has already been partially executed and the remaining delivery becomes completely impossible or is delayed by more than 2 months because of the force majeure, the commissionee has the right either to retain the part of the goods already delivered and to pay the amount due for the received parts, or to consider the entire agreement as terminated, under obligation to return to the contractor the goods had already been delivered to him at the expense and risk of the commissionee. The commissionee does only have the aforementioned rights if he can prove that the already delivered part of the goods can no longer be used effectively by the commissionee as a result of the non-delivery of the remaining goods.

19. Intellectual Property

- 19.1 The Contractor reserves all intellectual property rights relating to goods, designs, sketches, drawings, models, illustrations, instructions for use, etc. delivered and/or made by the Contractor.
- 19.2 The designs, sketches, drawings, models, illustrations, instructions for use provided by the contractor remain the contractor's property and may not be reproduced, provided to third parties in any way or realized without the express written permission of the contractor. If the commissionee breaches this clause 19, he forfeits an immediately payable fine of EUR 25,000,- for each violation, without prejudice to the contractor's right to claim damages insofar as the damage may exceed the aforementioned penalty amount.
- 19.3 The commissionee is obligated to return the data provided to him as referred to in paragraph 1 of this clause 19 on first request within the period reasonably set by the contractor. If the commissionee breaches this paragraph 3 of clause 19, he shall owe the contractor a penalty of EUR 1,000,- per day that he is in default of this clause, without prejudice to the contractor's right to claim damages insofar as the damage may exceed the aforementioned penalty amount.

20. Warranty

- 20.1 The contractor grants a 1 year guarantee on the goods delivered by it.
- 20.2 Contrary to clause 20 paragraph 1, the contractor may grant the commissionee a guarantee if this has been expressly agreed in writing between the contractor and commissionee.
- 20.3 If defects occur within the warranty period that cannot be traced back to one of the causes referred to in paragraph 4, the contractor shall, free of charge and at its own discretion, either replace the item or repair it by using equal replacement parts.
- 20.4 Not covered by the warranty will be:
- a. defects due to normal wear and tear;
 - b. defects caused by improper use or misuse of the goods for another than the normal application or in another than the prescribed manner;
 - c. defects which are caused by force majeure or by any other cause not under the control of the contractor.
- 20.5 The guarantee obligations shall lapse from the moment that changes or repairs to the sold goods have been made by parties other than the contractor's personnel.
- 20.6 If, during the warranty service replacement parts are used that are an improvement of the good, the contractor may, at its own discretion, charge the commissionee for this.
- 20.7 Guarantee can never result in the crediting of the invoices relating to the product for which the guarantee provision is invoked.

21. Miscellaneous

- 21.1 All agreements to which these General Terms and Conditions apply entirely or partly are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 21.2 All disputes that may arise as a result of an agreement, to which the present conditions entirely or partly apply, or as a result of further agreements related to this agreement, will be settled by the competent court in Utrecht.
- 21.2 Each of the provisions hereof is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The Contractor and the commissionee will then replace the void provision with such a legally valid provision that corresponds with the intention of the parties. The Contractor and the commissionee will then replace the void provision with such a legally valid provision that corresponds with the intention of the parties.