

GENERAL TERMS AND CONDITIONS

General Terms and Conditions of Delivery applicable to the sales and delivery of goods by EveBase Tech BV.

1. GENERAL

- 1.1. All quotations by and all orders to EveBase Tech BV for sale and delivery by EveBase Tech BV of goods and all agreements with EveBase Tech BV relating thereto are subject to these Terms and Conditions.
- 1.2. The applicability of any purchase conditions or other conditions of the other party, client or customer (hereinafter: the "Buyer") is rejected by EveBase Tech BV unless expressly agreed otherwise in writing.
- 1.3. Any stipulations deviating from these Terms and Conditions may only be invoked by the Buyer if and insofar as they have been accepted by EveBase Tech BV in writing.
- 1.4. The Buyer who has been contracted subject to these Terms and Conditions once, agrees to the applicability of these Terms and Conditions to subsequent agreements between it and EveBase Tech BV.
- 1.5. If one or more stipulations of these Terms and Conditions of Sales and Delivery are null and void or annulled, the remaining stipulations shall remain in full force. In the event of nullity or nullification, the Parties shall consult to agree new provisions to replace the null and/or nullified stipulations, to the effect that the contents shall correspond wherever possible with the purpose and the intent of the null or nullified stipulations.

2. QUOTATION, ORDER AND ORDER CONFIRMATION

- 2.1. All quotations and offers by EveBase Tech BV shall be entirely without obligation and shall be valid for thirty days from the date of issue, unless expressly stated otherwise in the quotation.
- 2.2. EveBase Tech BV shall only be bound as was accepted in writing. An invoice sent by EveBase Tech BV is equivalent to a written acceptance. Verbal commitments or agreements by or with staff shall not bind EveBase Tech BV except after and to the extent they have been confirmed in writing.
- 2.3. Orders and acceptances of quotations by Buyers shall be deemed irrevocable.
- 2.4. Data and drawings in catalogues, brochures, illustrations, diagrams, measurements and weights etc. shall only be binding on EveBase Tech BV if and to the extent expressly agreed in writing.
- 2.5. If a sample or example is shown or provided by EveBase Tech BV, it shall be presumed to have been shown or provided only by way of giving a general impression. The qualities of the goods to be delivered may deviate from the sample, model or example unless it was explicitly stated that delivery would be in accordance with the sample, model or example shown or provided. The Buyer may not derive any rights from any deviations not considered by EveBase Tech BV to be a substantial change of the offered goods and shall not entitle the Buyer to refuse payment or receipt of the delivered products or services.

3. PRICES

- 3.1. Unless expressly agreed otherwise, prices quoted by EveBase Tech BV or agreed with EveBase Tech BV are net, i.e. excluding VAT, among other things.
- 3.2. Prices quoted by or agreed with EveBase Tech BV are based on the cost price at the time of quote or acceptance of an order by EveBase Tech BV. If subsequently the purchase price or any of the other cost price components, such as changes in import duties, other duties and taxes and changes in the exchange rate, on which EveBase Tech BV based its sales price, are increased, EveBase Tech BV shall be entitled to pass the increase on to the Buyer.
- 3.3. When levies or special taxes are promulgated after the conclusion of the Agreement, as well as when these are changed to the extent in force upon conclusion of the Agreement, EveBase Tech BV shall be entitled to increase the agreed price accordingly and to invoice that price increase to the Buyer, even if that price increase was already foreseeable at the conclusion of the Agreement.
- 3.4. Prices quoted by EveBase Tech BV shall be in euros, unless otherwise stated, based on performance during normal working hours and exclusive of transport, packaging, delivery and installation costs, VAT and other government levies.

4. SECURITY

- 4.1. EveBase Tech BV shall be entitled at its discretion to require adequate security from the Buyer for the performance of its obligations vis-à-vis EveBase Tech BV, at any time.

5. DELIVERY AND DELIVERY TIME

- 5.1. Subject to the exception stated in article 8, goods to be delivered by EveBase Tech BV shall be considered delivered once they have left the factory or warehouse of EveBase Tech BV or of third parties engaged by EveBase Tech BV for transport to or on behalf of the Buyer.
- 5.2. As soon as EveBase Tech BV arranges transport at the request of the Buyer, EveBase Tech BV shall do so only on behalf of the Buyer and for the Buyer's account and risk. EveBase Tech BV excludes any liability for instructions it has been issued with in connection with the transport. If the Buyer has issued no special instruction for the choice of carrier, EveBase Tech BV shall be entirely free in this choice.
- 5.3. If an order exceeds a certain value to be determined by EveBase Tech BV, EveBase Tech BV may decide to arrange transport of the products to the Buyer. If EveBase Tech BV decides to do so, this shall be considered as a request from the Buyer to EveBase Tech BV to arrange transport, with the risk remaining with the Buyer.
- 5.4. Transport insurance shall be the responsibility of the Buyer. This is never included in the transport.
- 5.5. The Buyer shall be obliged to take delivery when the goods are ready for transport or dispatch.
- 5.6. EveBase Tech BV shall be entitled to compensation of damages and costs resulting from refusal to take receipt of the goods by the Buyer. EveBase Tech BV shall be entitled to store the goods at the Buyer's risk and expense at a location of its choice. EveBase Tech BV shall not be obliged to compensate the Buyer for any damage - for example, but not exclusively, due to deterioration in quality - relating to the failure to take receipt of the delivered goods.
- 5.7. However, if upon expiry of a limited storage period, which can be considered reasonable in view of the product type, no acceptance by the Buyer has taken place and in EveBase Tech BV's opinion the risk of loss of quality of the products requires intervention to minimise damage, EveBase Tech BV shall be entitled to sell the relevant products to third parties. Non-performance by the Buyer shall not release it from the obligation to pay the full purchase price.
- 5.8. The delivery dates specified by EveBase Tech BV shall be approximates only. EveBase Tech BV shall endeavour to meet these deadlines.
- 5.9. The delivery period starts after conclusion of the Agreement, after EveBase Tech BV has received all objects, documents and data to be provided by the Buyer and after any agreed advance payment has been received by EveBase Tech BV or security for payment has been furnished in the favour of EveBase Tech BV.
- 5.10. The delivery time shall be extended by EveBase Tech BV by the time the performance of the Agreement is delayed due to force majeure.
- 5.11. Exceeding the delivery time shall not entitle the Buyer to any compensation or suspension of any of its own obligations under the Agreement. If the delivery time is exceeded, the Buyer shall be entitled at its discretion to grant EveBase Tech BV an extension of the delivery date in writing.
- 5.12. EveBase Tech BV shall have the right to deliver in parts. For the purpose of these Terms and Conditions, each partial delivery shall be regarded as an independent delivery.

6. RISK AND TRANSFER OF OWNERSHIP

- 6.1. The risk for the goods to be delivered by EveBase Tech BV shall be for the Buyer from the moment those goods are considered delivered as referred to in article 5.1.
- 6.2. Loading, shipping or transport, and unloading of goods to be delivered shall be at the risk of the Buyer, even if EveBase Tech BV takes care of this.
- 6.3. All goods delivered by EveBase Tech BV shall remain the property of EveBase Tech BV until full payment of all that EveBase Tech BV can claim from the Buyer under this or any other similar Agreement, including damages, costs and interest.
- 6.4. The Buyer undertakes to place the goods subject to retention of title at EveBase Tech BV's disposal upon first request and hereby irrevocably authorises EveBase Tech BV or the person(s) designated by EveBase Tech BV to enter the area where those goods are located in order to repossess those goods in order to be stored in the warehouses of EveBase Tech BV.
- 6.5. The Buyer shall not be entitled to resell the goods subject to retention of title other than as part of its normal business operations. The Buyer shall not be allowed to encumber the reserved goods with any limited right in rem.
- 6.6. The Buyer shall be under the obligation to inform EveBase Tech BV without delay if the goods that are still subject to a retention of title are seized.

7. PAYMENT

- 7.1. Payment shall be made within 14 (fourteen) days of the invoice date without any deduction from one of the accounts stated on the invoice, unless otherwise agreed in writing.
- 7.2. EveBase Tech BV shall at all times be entitled to demand an advance payment or cash payment of the goods to be delivered and/or otherwise require security for their payment.
- 7.3. The Buyer waives any right to set off against amounts owed.

- 7.4. If the Buyer fails to pay any amount due in accordance with the above, it shall be deemed to be in default by operation of law without further notice of default being required. In that case all other claims of EveBase Tech BV against the Buyer shall be immediately due and payable and the Buyer shall immediately be in default without notice with respect to those claims as well. From the day the Buyer is in default, it shall owe EveBase Tech BV default interest of 1% per month or part of a month during which the default continues.
- 7.5. All judicial and extrajudicial costs related to the collection of any claim against the Buyer, arising from or otherwise related to the Agreement shall be borne by the Buyer. The extrajudicial costs shall be deemed to be at least 15% of the amount to be claimed, without prejudice to EveBase Tech BV's right to claim the actual collection costs incurred.
- 7.6. Each payment shall be deemed to be payment of the oldest outstanding invoice, irrespective of whether the payment expressly states otherwise.
- 7.7. If and as soon as the Buyer fails to fulfil one or more of its obligations, fails to fulfil them on time or properly, is declared bankrupt, applies for a moratorium, undertakes to initiate liquidation of its business, its business otherwise ceases, part of its assets are attached or otherwise proves to be insolvent, EveBase Tech BV shall be entitled to suspend its obligations and/or dissolve the Agreement without notice of default by written notice with immediate effect and to claim compensation for costs, damages and interest.

8. FORCE MAJEURE

- 8.1. EveBase Tech BV shall be entitled to invoke force majeure if the performance of the Agreement is wholly or partly, temporarily or otherwise, prevented or impeded by circumstances beyond its control, including strikes, company blockades, illness of personnel, operational failures, accidents, seizure, lack of raw materials, semi-finished products, materials, consumables and/or energy, delayed delivery or non-delivery by suppliers, transport disruptions, import and export restrictions.
- 8.2. In the event of force majeure on the part of EveBase Tech BV, its obligations shall be suspended. If the force majeure lasts longer than three months, both EveBase Tech BV and the Buyer shall be entitled to dissolve the Agreement in respect of the part that cannot be performed by means of a written statement, without being liable for any compensation and without prejudice to the provisions of article 12.

9. WARRANTY

- 9.1. EveBase Tech BV guarantees the use of sound raw materials and careful processing thereof and ensures the presence of its promised properties of the products sold, subject to the provisions of the following articles.
- 9.2. Any right to warranty shall expire if the instructions issued by EveBase Tech BV regarding the use, storage, placement etc. of the delivered products have not been observed correctly or:
 - in the event of failure to comply with operating and maintenance instructions;
 - if improper repairs have been carried out;
 - in the event of misuse of the products or use of the products other than the intended normal use and/or of damage due to falling, bumping, extreme vibrations, dusty and/or damp environments;
 - in the event of normal wear and tear;
 - if changes have been made and/or (serial) numbers or seals have been damaged or removed.
- 9.3. If the warranty provided by EveBase Tech BV relates to goods and/or services located outside the Netherlands, EveBase Tech BV shall only be liable for the costs of repair or replacement up to the amount of the costs that would have been incurred in case of performance in the Netherlands.

10. COMPLAINTS

- 10.1. Upon delivery, the Buyer shall be obliged to check the delivered goods for quantity and externally visible damage. If the goods are made available to a carrier, the Buyer must have these goods inspected by a person it has designated. If no person has been designated, the driver taking delivery of the goods on behalf of the Buyer shall be deemed to inspect the goods on behalf of the Buyer.
- 10.2. Complaints relating to quantity and externally visible damage and/or defects must be submitted in writing by the Buyer as soon as possible, but in any event within 72 hours of delivery as referred to in article 5, failing which the quantities stated on consignment notes, delivery notes, invoices or similar documents shall be deemed to be correct and the goods shall be deemed to have been delivered without externally visible damage. If the shortcomings in the quantity delivered are less than 10% of the total, the Buyer shall be obliged to accept the delivered goods in full, such for a pro rata reduction of the purchase price.
- 10.3. Claims relating to invisible shortcomings of the delivered goods must be made in writing within 5 days of receipt of the goods, or within 5 days of the occurrence of these shortcomings, stating delivery date and invoice number, including adequate justification of the shortcoming, failing which all claims against EveBase Tech BV shall lapse.
- 10.4. The goods the complaint relates to must be returned to EveBase Tech BV for further examination within the period referred to in article 10.3. Return shipments should be sufficiently franked and shall travel at the risk of the sender. Unfranked returns will be refused. The

shipment must have a return number (RMA number) issued by EveBase Tech BV by phone or e-mail and can only be handled with this number.

- 10.5. Complaints shall not suspend the Buyer's payment obligations. If the Buyer has failed to fulfil its payment obligation upon expiry of the applicable payment term, it may not invoke its right of complaint as long as it remains in default.
- 10.6. If the Buyer proves a claim to be justified, EveBase Tech BV may, at its discretion, replace the goods to which the claim relates or credit the Buyer for the invoice value of the relevant goods. Any right of the Buyer to compensation is excluded.

11. LIABILITY

- 11.1. EveBase Tech BV's liability in connection with any shortcomings in goods it has delivered shall be limited to honouring the warranty set out in the previous articles.
- 11.2. Under no circumstances shall EveBase Tech BV be obliged to pay substitute or additional damages except if and to the extent that the damage was caused by intent or gross negligence on the part of EveBase Tech BV or its employees.
- 11.3. EveBase Tech BV shall never be liable for trading loss, consequential damage or indirect damage such as loss of profit, missed savings and/or goods and damage due to business interruption.
- 11.4. In all cases where EveBase Tech BV is obliged to pay damages, these damages shall never exceed, at its discretion, either the invoice value of the delivered goods as a consequence of which or in connection with which the damage was caused or, if the damage is covered by an insurance policy of EveBase Tech BV, the amount actually paid out by the insurer.
- 11.5. Any claim against EveBase Tech BV, except those acknowledged by EveBase Tech BV, shall expire by the mere lapse of 12 months after the claim arose.
- 11.6. EveBase Tech BV's employees may invoke all means of defence afforded by the Agreement as if they themselves were a party to that Agreement.
- 11.7. The Buyer shall indemnify EveBase Tech BV and its employees against any claims by third parties in connection with EveBase Tech BV's performance of the Agreement, insofar as those claims are greater than or different from those to which the Buyer is entitled against EveBase Tech BV.
- 11.8. If the Buyer resells the goods delivered by EveBase Tech BV, it shall be obliged to exclude any possible liability of EveBase Tech BV (e.g. due to product liability) in its purchase agreements. If the Buyer fails to do so, it shall owe EveBase Tech BV compensation for any resulting damages.
- 11.9. EveBase Tech BV shall not be liable for any damages due to incorrect or incomplete information on its website, including the description of its goods and related data, such as specified delivery times. Any use of the website data shall be at the sole risk and expense of the Buyer.
- 11.10. EveBase Tech BV shall not be liable for any damages resulting from (temporary) inaccessibility of EveBase Tech BV's website or webshop.

12. SPECIAL WARRANTIES FROM THE BUYER TO EVEBASE TECH BV

- 12.1. National and international sanctions.
The Buyer warrants:
 - (a) that it complies and will continue to comply with the sanction regulations of each country relevant thereto ("Sanction Legislation") applicable to the performance of the Agreement entered into;
 - (b) that it will not, directly or indirectly, sell, transfer, deliver, or otherwise make the purchased goods available to any (legal) person, entity, group or (governmental) organisation sanctioned under the Sanction Legislation, and;
 - (c) that the obligations under (a) and (b) above shall also be imposed on any party to whom it resells or resupplies goods obtained from EveBase Tech BV.
- 12.2. National and international anti-corruption legislation.
The Buyer warrants:
 - (a) at all times to comply with the anti-corruption regulations of each country relevant thereto ("Anti-Corruption Legislation") applicable to the performance of the Agreement entered into;
 - (b) to apply a strict prohibition in relation to any offer to and acceptance by employees or members of the Buyer's management of any items or services assessable in money such as gifts, trips, entertainment or whatever, insofar as apparently intended as an inducement to act in a particular manner in connection with (the conclusion) of an Agreement;
 - (c) not to offer, promise or give anything, directly or indirectly, to any political party, campaign, government agency, official or to (employees of) public institutions, state-owned companies, organisations, international institutions and suchlike, for the purpose of obtaining or retaining an improper advantage in connection with the Agreement or EveBase Tech BV;

- (d) not to offer, promise, give EveBase Tech BV anything or accept anything from (a business partner of) EveBase Tech BV in connection with (the performance of) the Agreement, unless there is reasonable cause to do so and it is considered reasonable in the ordinary course of business and otherwise complies with local law;
 - (e) to notify EveBase Tech BV without delay if the Buyer learns of any situation in connection with (the performance of) the Agreement that may violate Anti-Corruption Legislation.
- 12.3. If the Buyer does not, not timely or not properly fulfil its obligations under this article, EveBase Tech BV shall have the right, without further notice of default, to suspend the performance of the Agreement with immediate effect or to dissolve the Agreement. EveBase Tech BV shall not be obliged to compensate any resulting damage on the part of the Buyer, while the Buyer shall be fully liable for any damage that may arise on the part of EveBase Tech BV as a result of the Buyer's non-compliance with this article.

13. DISPUTES AND GOVERNING LAW

- 13.1. All disputes shall be settled amicably or, if this proves impossible, by the competent court in the district where EveBase Tech BV's has its registered office, unless otherwise dictated by mandatory provisions, or EveBase Tech BV prefers to submit the dispute to the competent court of the domicile of the Buyer.
- 13.2. The applicability of the Uniform Sales Laws and the Vienna Sales Convention is expressly excluded.
- 13.3. These General Terms and Conditions have been translated into several languages. In the event of discrepancies or ambiguities, the Dutch version shall be binding.
- 13.4. Any agreements to be concluded pursuant to these General Terms and Conditions shall be exclusively governed by Dutch law.