

### General terms and conditions dated March 1, 2023

#### 1. Definitions

- Company:** Zeeland Screening BV, with its registered office in 's-Heerenhoek, Chamber of Commerce number 83826351, or its legal successor, and/or M&M Beheer BV with its registered office in Kapelle, Chamber of Commerce number 83580255, or its legal successor, and/or MGH Service BV, with its registered office in Kapelle, Chamber of Commerce number 82038945, or its legal successor.
- Assignment:** the activities as described in the Agreement;
- Client:** the (legal) person and contractual counterparty to the assignment agreement from which the services are provided;
- Agreement:** the agreement concluded between the Company and the Client in connection with the work to be carried out by the Company for the Client;
- Equipment:** The machine(s) and tool(s);
- Delivery time:** The period within which the obligations included in the Agreement must be fulfilled. Where these general terms and conditions refer to 'in writing', this also includes by e-mail.

#### 2. Applicability

- 2.1 These general terms and conditions apply to all quotations, other offers and Agreements of the Company and other legal relationships in which the Company supplies and/or makes machines and/or tools and/or services available to Client.
- 2.2 Parties may deviate (partially) from these general terms and conditions by agreement.
- 2.3 The applicability of general (purchasing) conditions used by the Client, by whatever name, is hereby expressly rejected and declared inapplicable.
- 2.4 Deviations from, and additions to, these general terms and conditions are only binding after they have been agreed in writing between the parties and only relate to the Agreement under which they were made.
- 2.5 If any provision in these general terms and conditions conflicts with any provision in the Agreement, quotation or other offers, the provision included in the Agreement, quotation or other offer will apply to the extent of the conflict.
- 2.6 If a provision of the Agreement and/or these general terms and conditions is annulled or otherwise becomes inapplicable, the other provisions of the Agreement and/or these general terms and conditions will continue to apply.

#### 3. Quotations and other offers

- 3.1 Quotation and/or any other offer from the Company is without obligation, unless expressly stated otherwise.



- 3.2 Obvious mistakes, typos or errors in a quotation and/or any other offer do not bind the Company
- 3.3 Unless a different term is stated in the quotation and/or any other offer, a quotation is valid for 14 (fourteen) days, after which the offer expires.
- 3.4 Unless expressly stated otherwise, the Company has the right, if an Order is not given to it, to charge the Client for all reasonable costs it has had to incur to submit the quotation.
- 3.5 Agreements can only be entered into on behalf of the Company by authorized persons. Agreements regarding the implementation by employees of the Company do not bind the Company. At the Client's first request, the Company will indicate who within the Company's company is authorized to enter into agreements.
- 3.6 The Company assumes the accuracy of the information provided by the Client and will base the offer on this. Damage caused or resulting from incorrectness or incompleteness of this data will be borne by the Client.

#### 4. Conclusion, cancellation and amendment of the Agreement

- 4.1 Agreement is concluded by the written acceptance by the Client of a quotation or offer. If the acceptance deviates from the offer, the Agreement will only be concluded after the Company has agreed to the deviation in writing.
- 4.2 If the Client cancels the agreement prior to or during the execution, the Company may charge the Client liquidated damages for all costs incurred together with the damage suffered by the cancellation, including lost profits.
- 4.3 Modification of the Agreement, in whole or in part, or cancellation of the Agreement is only possible after prior written permission from the Company. The Company may attach conditions to this.
- 4.4 Changes to the Assignment or the work will in any case result in additional work if:
- The information provided by the Client does not correspond to reality;
  - The estimated quantities are deviated by more than 10%;
  - The normal working time is exceeded by more than 10%.
- 4.5 Additional work is calculated based on the value of the price-determining factors that apply at the time the additional work is performed.
- 4.6 If unforeseen circumstances emerge during the execution that were not communicated in writing by the Client and were not visually observable by the Company without investigation at the time the work was recorded on site, the Company has the right to adjust the price in connection with the additional costs resulting from these unforeseeable circumstances. If the Client does not agree to this, the Company is entitled to terminate the agreement with immediate effect by registered letter. In this case, the Client is not entitled to claim any compensation. The Company is entitled to make a settlement on the basis of Article 7:764 paragraph 2 of the Dutch Civil Code.

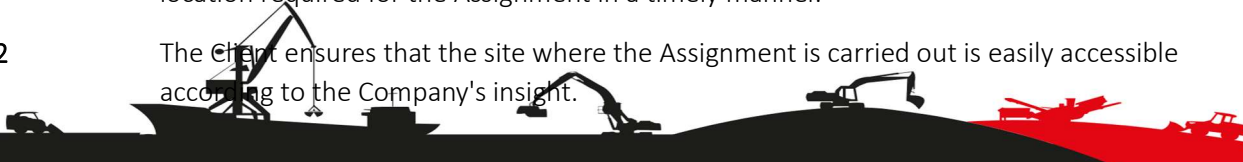


### 5. Execution of the Assignment

- 5.1 The Company will carry out the Assignment in a manner and within the agreed period that the Company considers suitable, taking into account the interests and, as much as possible, the relevant wishes of the Client. The time of the Assignment will be communicated to the Client in a timely manner by the Company.
- 5.2 The Company is entitled to an extension of the period within which the work will be carried out if the Company cannot be required to do so due to force majeure or due to circumstances at the expense of the Client, or due to changes in the Assignment or in the conditions of execution. that the Assignment will be carried out within the agreed period.
- 5.3 If the term within which the Assignment will be carried out is exceeded, the Company will not owe the Client any compensation, unless the parties have agreed otherwise in a written agreement.
- 5.4 If the start or progress of the Assignment is delayed by factors for which the Client is responsible, the resulting damage and costs for the Company must be reimbursed by the Client.
- 5.5 If the Company and the Client disagree about whether weather and/or working conditions can have a negative impact on the work, the Company is entitled not to carry out the work, without any obligation to pay compensation arising from this. If the Company does carry out the work at the express request of the Client, the execution of the work is at the risk of the Client and the Client is never entitled to any compensation if the work has a negative result, in any case.
- 5.6 If materials supplied by the Client appear to be contaminated in any way, as a result of which the Company has to incur additional costs, these costs will be borne by the Client.
- 5.7 The place of execution of the Assignment is the location determined by the Client.
- 5.8 The execution of the work agreed in the Assignment is considered completed when:
- The Client has approved the work, whether or not by signing a contract order form;
  - The work is put into use in whole or in part by the Client;
  - The Company has informed the Client in writing that the Assignment has been completed and the Client has not indicated in writing within 14 (fourteen) days of that notification that the work has not been approved;
  - The Client does not approve the work due to minor defects or defects can be repaired within 14 (fourteen) days.

### 6. Obligations of the Parties

- 6.1 The Client ensures that the Company has access to the data, materials, approvals and location required for the Assignment in a timely manner.
- 6.2 The Client ensures that the site where the Assignment is carried out is easily accessible according to the Company's insight.



- 6.3** The Client is responsible for any disposal of items released during the execution of the Assignment, such as (but not limited to) soil and waste, unless the parties have agreed otherwise in a written agreement.
- 6.4** The Client declares to refrain from any interference with the Equipment used by the Company, unless the parties have agreed otherwise in a written agreement.
- 6.5** The Client is prohibited from making the Equipment available to third parties for rental, subletting, use or otherwise without prior written permission from the Company.
- 6.6** The costs of maintenance and repairs, all to the extent that they are the result of normal wear and tear during proper use in accordance with the intended purpose of the Equipment, are borne by the Company.
- 6.7** The Client will take all reasonable measures to prevent damage and/or loss of the Equipment. The Client must also take all usual measures to prevent theft of the Equipment. The Client is liable for theft and/or embezzlement of the Material.
- 6.8** If materials supplied by the Client appear to be contaminated in any way, as a result of which the Company has to incur additional costs, the costs will be borne by the Client.
- 6.9** The Client ensures that an authorized person is present at the time of delivery of the Equipment. If no one is present, the Equipment will be taken back and the transport costs together with compensation of € 250 will be owed to the Company. The authorized person on behalf of the Client must also identify themselves with a valid proof of identity.
- 6.10** If the Client has not or cannot fulfill its obligations under this article, the Client must notify the Company in writing immediately, but no later than five working days before the start of the agreement.

### **7. Damage, liability and theft regarding the Equipment**

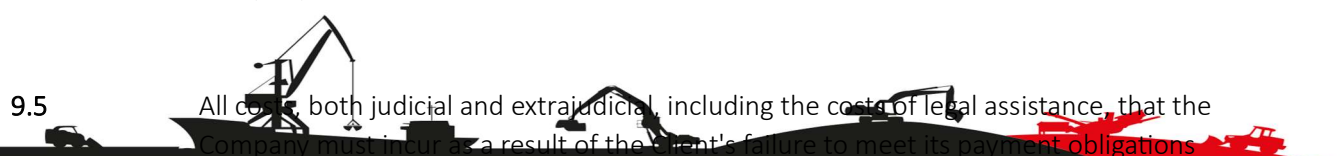
- 7.1** The Client is liable for all damage to the Equipment, by whatever name, caused by the Client's actions or negligence.
- 7.2** After discovering a defect, shortage or damage to the Equipment, the Client will not continue to use until after consultation with the Company. After (timely) consultation with the Company, damage resulting from continued use will be or remain at the expense of the Client.
- 7.3** The Client is also liable for all damage, however named and however caused or caused by the Equipment, to visible and non-visible movable or non-movable objects/properties of third parties.
- 7.4** The Client is liable for all damage to or caused by the Equipment during transport, including interim transport, carried out by or on behalf of the Client, however caused and by whomsoever.



### 8. Prices and rates

- 8.1** All prices quoted by the Company are expressed in euros excluding sales tax, levies, duties and other taxes. All prices are also exclusive of travel and accommodation costs, transport costs, research costs and costs of hiring an expert, unless expressly stated otherwise.
- 8.2** Unless otherwise agreed, the prices are exclusive of fuel costs and delivery and removal costs.
- 8.3** The expenses that are not specified in the Agreement and that the Company must incur in the execution of the Agreement will be borne by the Client.
- 8.4** If normal working hours are exceeded on working days (08:30 to 17:00), for work on Saturdays and on Sundays and/or public holidays, the Company will charge a surcharge on the agreed prices, which is proportional to the additional costs resulting from this.
- 8.5** The Company is entitled to price increases in cost-determining factors, including in any case (but not limited to) the cost price of raw materials and fuels, to pass on to the Client personnel costs, materials, manufacturing, transport, currency exchange rates, dumping and processing rates and the like, at the discretion of the Company, which have arisen after the conclusion of the Agreement, but before the completion of the Assignment.

### 9. Invoicing and Payment

- 9.1** Payment of invoices must be made without deduction or discount within 30 (thirty) days after the date of the invoice, unless otherwise agreed in writing. Payment must be made in the manner indicated by the Company in the invoice, in the currency indicated on the invoice and to the account number specified by the Company.
- 9.2** The period of 30 (thirty) days is a strict deadline. In the event of late payment, the Client is therefore also in default without notice of default and the full claim, being the then fully outstanding amount charged by the Company to the Client, is immediately due and payable.
- 9.3** All invoices sent by the Company to the Client are also immediately due and payable if:
- the Client has been declared bankrupt, a request for this has been submitted, the Client has applied for a suspension of payments or the Client loses control of its assets in any other way; or
  - If the Client as a legal entity is dissolved or liquidated; or
  - If the Client's goods or claims are or threaten to be seized.
- 9.4** If the Client does not pay, does not pay on time or does not pay in full, the Client will be legally in default with effect from the due date of the invoice in question. From that moment on, the Client also owes default interest equal to the statutory commercial interest under Article 6:119a of the Dutch Civil Code on the invoice amount to the Company.
- 9.5** All costs, both judicial and extrajudicial, including the costs of legal assistance, that the Company must incur as a result of the Client's failure to meet its payment obligations
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will be borne by the Client. The Company's extrajudicial collection costs, to be calculated on the amount to be collected, are set at at least 15% of the principal amount.

- 9.6** Payments made by the Client always serve to settle, firstly, all interest and costs owed and secondly, any due and payable invoices that have been outstanding the longest, regardless of any statement from the Client when making the payment.
- 9.7** The Client is not permitted to offset a claim for payment to the Company against any claim against the Company or to suspend its payments.
- 9.8** The Company reserves the right at all times to require the Client to either provide security for the payment of what the Client owes under the Agreement or to make (partial) advance payment. If the Client fails to comply with such a request from the Company, the Company is entitled, at its option and to the extent reasonable, to suspend the fulfillment of its obligations under the Agreement in whole or in part until its request has been granted, or the To terminate the agreement.

### 10. Complaints/advertising and research

- 10.1** Complaints about the execution of the Assignment and/or objections to invoices must be submitted to the Company in writing.
- 10.2** The Client can no longer rely on the Company for a shortcoming in the performance of the Agreement if the Client fails to submit a complaint about work performed by the Company in writing to the Company no later than two working days after the Client has discovered or could reasonably have discovered the defect to serve.
- 10.3** Following a complaint as referred to in paragraph 1 of this article, the Client must give the Company the opportunity to check and/or repair the work performed and/or the Equipment. The Client provides full cooperation and allows the Company to use available resources free of charge, such as energy, lifting and transport equipment, scaffolding, etc. If the Client does not offer this option, any claim by the Client to any (damage) compensation, repairs or replacement will lapse.
- 10.4** A complaint as referred to in this article does not release the Client from its obligations under the Agreement. Submitting a complaint does not cancel the payment obligation.
- 10.5** If the Client does not make its complaint about the invoice and/or inaccuracies in the invoice known to the Company in writing within 14 days after the date of the invoice, the Client can no longer rely on the Company for this defect or inaccuracy and the Client must pay the invoice fully.
- 10.6** If the complaint is found to be well-founded by the Company or a judge, the Company is only obliged to repair, replace or credit the defective items. This is at the discretion of the Company, without the Client being able to assert any right to any compensation whatsoever.

### 11. Force majeure



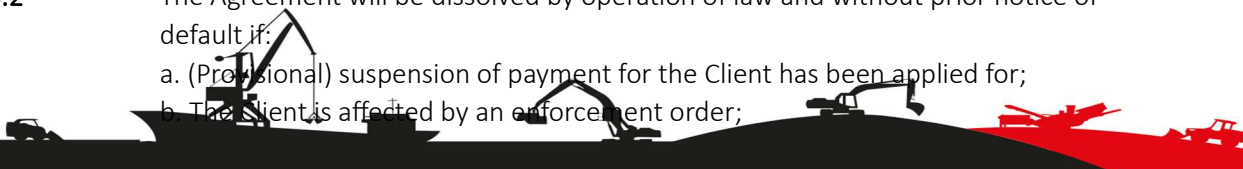
- 11.1** If the Company is prevented from executing the Agreement as a result of force majeure, the Company reserves the right to extend the Delivery Time by the duration of the force majeure and the duration of the period that may be required to start up.
- 11.2** In these general terms and conditions, force majeure is defined as: those circumstances that the Company could not have expected to occur and/or over which the Company cannot or has not had any influence. These circumstances include, but are not limited to: acts of war, fire, loss of materials to be processed, strikes or work stoppages, unforeseen shortages of raw materials and import or trade restrictions. This also includes stagnation in (increasing) suppliers or other third parties on whom the Company depends for the execution of the Agreement if and insofar as these circumstances make fulfillment of the Agreement impossible or unreasonably difficult.
- 11.3** If compliance with the Agreement by the Company is permanently impossible as a result of force majeure or lasts longer than three months, both parties are entitled to terminate the Agreement without any obligation to pay any compensation in that case.

## 12. Company Ownership

- 12.1** The Company remains the owner of all goods delivered or otherwise made available, as well as the works created with them, as well as of goods yet to be delivered until the following claims have been settled:
- Claims regarding the consideration for goods delivered or to be delivered by the Company to the Client under the agreement, or
  - Under such an agreement also for the benefit of the Client work performed or to be performed, as well as
  - With regard to claims for failure to comply with such obligations agreements.
- 12.2** The Client is obliged to refrain from any action that affects the aforementioned retention of title, such as establishing a right of pledge, transfer to a third party, sale or assembly.
- 12.3** The Company has a right of retention on goods presented to it for processing, repair or storage. If the Company relies on this, that right will not be canceled by the Client providing security.

## 13. Suspension and termination of the Agreement

- 13.1** Without prejudice to the right to demand performance of the Agreement, the Company has the right to terminate the Agreement, without prior legal authorization and without notice of default, if the Client fails to fulfill any of its obligations. In that case, the Client owes the Company compensation equal to 20% of the total agreed price for the execution of the Assignment, without prejudice to the right to claim higher compensation if there is reason to do so.
- 13.2** The Agreement will be dissolved by operation of law and without prior notice of default if:
- (Provisional) suspension of payment for the Client has been applied for;
  - The Client is affected by an enforcement order;



- c. Client is placed under guardianship or administration;
- d. In the event of bankruptcy of the Client or if an application has been made for this.

### 14. Liability and indemnification

- 14.1 The Company is not liable for any direct or indirect damage arising in the execution of the Assignment or in any way whatsoever, including business and consequential damage, which is caused by the Equipment used, and/or personnel employed, and/or other services provided and/ or data provided by the Company, unless the damage is the result of intent or gross negligence on the part of the Company.
- 14.2 The Company is furthermore not liable for direct and/or indirect damage that arises because the Equipment is not used or applied in accordance with the applicable (legal) regulations and/or European standards. Prior to the conclusion of the Agreement, the Client must check whether the Equipment and the working methods used by the Company comply with the applicable (legal) regulations.
- 14.3 The liability of the Company is in all cases expressly limited to a maximum of the total amount paid by the Client to the Company under the Agreement. The Company's liability therefore does not extend to any further damage, including, but not limited to, business damage, loss of profit and/ or damage resulting from claims by third parties
- 14.4 The Client indemnifies the Company against all claims from third parties in connection with the performance of the Agreement by the Company. The indemnification also covers all damage and costs that the Company suffers or incurs in connection with such a claim.

### 15. Limitation/expiry

- 15.1 All legal claims against the Company, including claims for damages, lapse and/or lapse after 1 (one) year from the moment the claim in question became due and payable.

### 16. Disputes and applicable law

- 16.1 Dutch law applies to the Agreement and these general terms and conditions.
- 16.2 Disputes arising from the Agreement and/or these general terms and conditions will be submitted exclusively to the competent judge of the Zeeland-West-Brabant District Court.

