GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF ESZET GROUP

1. General

1.1 These General Terms and Conditions apply to all offers, agreements, deliveries of products and the provision of services by ESZET Holding B.V. and its Group Companies ("**ESZET**").

1.2 Any purchase terms and conditions and/or other general terms and conditions of the Counterparty do not apply. Deviations from the provisions in these General Terms and Conditions are only valid if agreed upon by ESZET explicitly and in writing or with ESZET's written consent. Deviating provisions only apply to the Agreement for which these deviations have been made. For the rest, the following terms and conditions remain fully in force.

2. Definitions

2.1 The following terms in these General Terms and Conditions, denoted with a capital letter, have the following meanings:
"**General Terms and Conditions**" means general terms and conditions for sales, delivery and services;
"**BW**" means the Dutch Civil Code;
"**ESZET**" means ESZET Holding B.V. (Chamber of Commerce 72119748) and its Group Companies;
"**Group Companies**" has the meaning ascribed to it in Article 2:24b BW;
"**Agreement**" means the agreement(s) existing between ESZET and the Counterparty, including written orders and requests via the Website;
"**Website**" means ESZET's website, which forms an inseparable part of the General Terms and Conditions and provides an overview of the items offered by ESZET for sale, delivery and rental, as well as the services it offers;
"**Counterparty**" means the natural or legal person to whom an offer from ESZET is directed and/or who has made an offer to ESZET and/or who is the counterparty of ESZET in an Agreement existing between that party and ESZET.

3. Formation of an Agreement

3.1 All offers by ESZET are entirely non-binding unless explicitly agreed otherwise in writing. All Agreements between ESZET and the Counterparty are only binding

and come into effect when accepted by ESZET. All specifications, capacities, powers, dimensions, etc. stated on ESZET's website and shown in photos and/or illustrations are indicative.

3.2 Changes to an Agreement that has already been concluded are only effective once and insofar as ESZET has confirmed them in writing.

4. Prices

4.1 Price quotations by ESZET as well as prices agreed with ESZET are exclusive of VAT and based on cost price factors valid at the time the Agreement is concluded. Unless agreed otherwise, all price quotations are subject to price changes.

4.2 Should price increases occur concerning one or more cost price factors, such as due to increased duties and/or excises, factory prices, currency changes, etc., ESZET is entitled to pass the price difference on to the Counterparty and therefore increase the order price accordingly.

5. Delivery

5.1 Stated delivery times are only approximate and shall never be considered binding deadlines unless explicitly agreed otherwise. A delivery period commences only from the moment the last condition specified in the order confirmation has been fulfilled.

5.2 Exceeding deadlines, for whatever reason, does not entitle the Counterparty to any compensation, nor to terminate the Agreement and/or to refuse compliance with any obligation arising from the relevant Agreement or any other Agreement between the parties.

5.3 Unless explicitly agreed otherwise, delivery is always EX WORKS. As soon as the sold items leave ESZET's premises, they are at the expense and risk of the Counterparty, regardless of who arranges the transport, which means of transport is used and which route is chosen.

5.4 If the Counterparty fails to take receipt of the items for any reason, and the items are ready for dispatch, ESZET shall be entitled, at its discretion, to immediately terminate the Agreement in whole or in part, to deliver the items at the Counterparty's expense and risk, to store the items in whole or in part at the

Counterparty's expense and risk, or to have them stored and charge the resulting additional costs to the Counterparty or to claim damages. If the items are stored at the Counterparty's expense and risk, ESZET is entitled, after three weeks of storage, to terminate the Agreement in whole or in part or to claim damages.

5.5 In the case of cable deliveries, ESZET is entitled, without this constituting a breach, to deviate by 5% from the agreed length or quantity and to charge for the excess or credit the shortfall. If ESZET has agreed with the Counterparty to deliver an exact cable length, ESZET is always entitled to deliver 50 centimetres more or less and invoice accordingly.

6. Complaints

6.1 Complaints refer to any grievances or objections by the Counterparty regarding the quantity, quality, damage and/or packaging of the purchased items.

6.2 The Counterparty must inspect the goods delivered by ESZET immediately upon delivery regarding quantity, nature and soundness. Complaints are only accepted and processed by ESZET if submitted in writing within eight days after delivery or availability of the items to the Counterparty. Complaints about defects that could have been discovered through simple random sampling must, however, be submitted to ESZET in writing within three days after their discovery.

6.3 If ESZET deems a complaint submitted in accordance with 5.2 justified, it shall have the option to either replace the defective items at its own expense or credit the Counterparty with an amount equal to the price owed by the Counterparty for the material. In both cases, the Counterparty must return the defective material to ESZET, subject to ESZET's prior approval. ESZET shall not be obligated to pay any additional compensation beyond what is stipulated in this article.

6.4 Failure to meet the deadlines mentioned in 5.2 shall result in forfeiture of the right to lodge a complaint.

6.5 Complaints never entitle the Counterparty to suspend payment of the purchase price or additional costs in whole or in part, and any claim to discount and/or compensation is explicitly excluded. If and insofar as the Counterparty could derive a claim for repayment of the purchase price from a valid complaint, the corresponding claim against ESZET can never be offset against a debt to ESZET arising from transactions unrelated to the relevant complaint.

7. Force majeure

7.1 Force majeure refers to any failure not attributable to ESZET, including any event that makes compliance with the Agreement by ESZET so difficult or costly, compared to its expectations at the time of the Agreement's conclusion, that such compliance can no longer reasonably be demanded from ESZET.

7.2 Force majeure on the part of ESZET shall include, but is not limited to, situations where ESZET is prevented, after concluding the Agreement, from fulfilling its obligations under the Agreement or preparing for them due to war, threat of war, fire, water damage, flooding, frost, strikes, business occupation, blockage of transport routes, vehicle defects, import and export restrictions, machinery breakdowns, interruptions in energy supply, difficulties or stagnation in production at ESZET or a company supplying ESZET with raw materials and auxiliary materials, veterinary contamination and/or epidemics, as well as all other causes outside ESZET's control or risk. ESZET shall notify the Counterparty in writing of the occurrence of a force majeure situation.

7.3 ESZET is entitled, in the event of force majeure, to terminate the Agreement. Alternatively, ESZET may, at its discretion, suspend the execution of the Agreement until the circumstances causing the force majeure have ended.

7.4 ESZET shall not be liable for damages arising from termination or suspension on grounds of force majeure, including lost profits.

8. Retention of title

8.1 All goods delivered remain the exclusive property of ESZET until the Counterparty has fulfilled all obligations arising from or connected with Agreements under which ESZET has undertaken to deliver, including claims for penalties, interest and costs, including costs due to depreciation and/or the repossession of delivered goods, and until all other claims by ESZET against the Counterparty for which ESZET can validly invoke retention of title under Article 3:92 of the Dutch Civil Code have been settled. Until that time, the Counterparty is required to store the goods delivered by ESZET separately from other goods, clearly identified as the property of ESZET, to insure them properly, maintain this insurance and present the insurance policy to ESZET upon first request. The Counterparty must also refrain from processing or modifying these goods.

8.2 As long as the Counterparty has not acquired ownership of the purchased goods, the Counterparty is prohibited from disposing of, pledging or otherwise encumbering the goods in any way other than in the ordinary course of its business. In the event that the Counterparty, in the course of its ordinary business operations, sells and/or delivers the goods, ESZET is entitled, as long as the Counterparty has not fully met its payment obligations towards ESZET for any reason, to demand that claims arising from these sales to the Counterparty's customers be transferred to ESZET.

8.3 If the Counterparty fails to meet its payment obligations, ESZET is entitled to reclaim the goods it delivered as its property, both from the Counterparty and from third parties after further delivery, without prejudice to its right to compensation for any damages incurred.

8.4 If the Counterparty processes and/or modifies the delivered but unpaid goods, or has them processed and/or modified by third parties at its expense, ESZET remains the owner of the processed and/or modified goods, even if processing and/or modification creates a different product.

8.5 ESZET will transfer ownership of the delivered goods to the Counterparty at the moment the Counterparty has fulfilled all its obligations towards ESZET arising from or connected with Agreements under which ESZET has undertaken to deliver, subject to ESZET's pledge rights, including for other claims, on any grounds, that ESZET may have against the Counterparty. The Counterparty hereby grants ESZET a first pledge on the goods delivered by ESZET under retention of title, which ESZET accepts. The buyer declares that it is authorised to pledge these goods and that no limited rights and/or attachments exist on these goods.

9. Payment

9.1 The Counterparty is obliged to pay the purchase price at the agreed time. Unless otherwise agreed, the payment term is 30 days from the invoice date.

9.2 ESZET is at all times entitled to suspend the performance of its obligations until the Counterparty, at ESZET's request and to its satisfaction, has provided security for the fulfilment of all its obligations under the relevant Agreement. If the Counterparty fails to provide the requested securities, fails to do so in full or fails to do so on time, it will be in attributable breach of the Agreement concluded with ESZET.

9.3 The Counterparty is not entitled to suspend payment for any reason. Set-off or counterclaim is also not permitted.

9.4 If the Counterparty fails to fulfil its payment obligations on time, it will be in default without the need for notice of default. In such cases, ESZET is entitled to charge default interest from the moment of default, equal to the statutory (commercial) interest plus 2%, on the invoice amount or the unpaid portion thereof. Furthermore, ESZET is entitled, in the event of late payment, to charge the Counterparty all reasonable costs of measures, both judicial and extrajudicial, taken by ESZET (at its discretion) against the Counterparty, with a maximum of 15% of the principal sum owed by the Counterparty, but with a minimum of €250, excluding VAT.

10. Demandability and termination

10.1 Notwithstanding the provisions elsewhere in these General Terms and Conditions, ESZET's claims against the Counterparty become immediately due and payable at the time the Counterparty is declared bankrupt, applies for a provisional suspension of payments, is subjected to attachment measures or otherwise loses free control and disposition over its assets, in whole or in part. In such circumstances, ESZET also has the right to terminate the Agreement. After termination, the buyer is liable for the damages incurred by ESZET, including damages resulting from lost profits and transport costs.

10.2 Any termination, for whatever reason, always results in the immediate demandability of all amounts owed to ESZET.

11. Liability

11.1 Except in cases of gross negligence, ESZET is never liable for any damage, direct or indirect, to persons, goods or businesses of the Counterparty and/or third parties.

11.2 In the event of liability on the part of ESZET, this liability is limited to the amount covered in such cases by ESZET's insurance. If this insurance does not, for any reason, result in a payout, or if the damage is not covered by this insurance, the liability is limited to an amount equal to the invoice value of the goods and/or services delivered by ESZET to which the liability relates.

11.3 Damage in the form of lost profits or other consequential damage, of any kind and in any form, will not be compensated under any circumstances.

11.4 Unless otherwise provided for in these General Terms and Conditions, any claim by the Counterparty will in any case lapse six months after the right to claim arises.

12. Applicable law and competent court

12.1 The offers and Agreements between ESZET and the Counterparty to which these General Terms and Conditions apply, in whole or in part, are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

12.2 All disputes arising from this Agreement will be submitted exclusively to the competent Dutch court in the district where ESZET has its registered office.