

GENERAL TERMS AND CONDITIONS APOLLO ENGINEERING B.V.

1. Applicability

- 1.1. These General Terms and Conditions apply to - and are an inseparable part of - every offer, quotation and agreement relating to Apollo Engineering B.V., established in Aldeboarn, the Netherlands, hereinafter referred to as "contractor", to deliver products and services of any kind, unless explicitly agreed otherwise in writing.
- 1.2. Although reference is made to client and contractor, the applicability of these General Terms and Conditions is expressly not limited to the contract of assignment (but also to the acceptance of work, purchase agreements, etc.).
- 1.3. In these General Terms and Conditions, "client" means: any (legal) entity that orders and/or buys goods and purchases services from or via the contractor.
- 1.4. These terms and conditions can only be deviated from if the parties have expressly agreed in writing.
- 1.5. The contractor explicitly rejects any general terms and conditions of the client.

2. Establishment and Amendment of the Agreement

- 2.1. All offers and quotations made by the contractor, in whatever form, are without obligation unless the offer includes a term for acceptance. An agreement is only concluded by written (order) confirmation from the contractor or by actual execution by the contractor.
- 2.2. All indications in offers, quotations or agreements and the appendices thereto, such as images, drawings, sizes, weights, yields and colors and, in addition, the properties of any sample copies provided, are only indicative. Minor deviations are therefore not for the account and risk of the contractor.
- 2.3. The contractor is not bound by obvious typos or mistakes in its offer or acceptance. Apparent clerical typos or mistakes in the offers of the contractor release it from the obligation to fulfill and/or any obligations to pay compensation ensuing therefrom, even after the conclusion of the agreement.
- 2.4. In the event of an amendment to the agreement that results in less work or a lower price, the client can only claim a reduction in the agreed sum if this has been agreed to in writing between the parties.
- 2.5. If reservations or changes are made to the quotation in an acceptance, an agreement will only be concluded if the contractor has notified the client that it agrees to these deviations.

3. Intellectual Property Rights

- 3.1. Unless otherwise agreed in writing, the contractor retains the copyrights and all industrial property rights on the offers made by it and in designs, images, drawings, (test) models, software, etc. provided by it.
- 3.2. These rights remain the property of the contractor, regardless of whether costs have been charged to the client for their production. The data may not be copied, used or shown to third parties without the prior express written consent of the contractor.

4. Delivery of the Agreement

- 4.1. Delivery takes place according to the applicable Incoterm: Ex Works. If the client refuses to take delivery at the agreed time, or is negligent in providing information or instructions that are necessary for the delivery, the contractor is entitled to store the products at the expense and risk of the client.
- 4.2. Goods will be at the risk of the client as soon as the contractor has informed the client that the goods, whether or not yet to be assembled in whole or in part, are ready at the contractor's or a third party to be collected by the client or to be shipped on the instructions of the client. The Client is obliged to take out full insurance cover for risks, in whatever form or capacity, at the first request of the Contractor.
- 4.3. If the parties explicitly agree that the contractor will ensure the transport of the products, both the costs and the risk of loss or damage during transport are at the expense of the client.
- 4.4. The statement of delivery terms in offers, quotations, agreements or otherwise is always made by the contractor to the best of its knowledge and these terms will be observed as much as possible, but they are only indicative and not binding. There are no strict deadlines, except insofar as the parties have explicitly stated in writing that there is a strict deadline.

5. Execution of the Agreement

- 5.1. The contractor is entitled to execute the agreement and the associated activities at its own discretion. The Contractor is not obliged to follow instructions regarding the execution of the assignment.
- 5.2. The contractor is at all times entitled to have certain work performed by a third party, without notifying the client thereof.
- 5.3. The contractor can implement the agreement in phases and invoice the part that has already been executed separately, unless the parties have agreed otherwise in writing.
- 5.4. If the contractor and client have agreed that advance payment must be made, the contractor can suspend the performance of the work, agreement or order until it has actually received the advance payment.
- 5.5. The contractor is entitled to fully suspend its services if the client fails to comply with one of its payment obligations, of any amount whatsoever. The Contractor is not liable for the expiry of a deadline, if it has validly invoked a right of suspension.

6. Prices

- 6.1. All prices are in Euro and are exclusive of sales tax and other levies imposed by the government. Any special additional costs relating to shipping, import and/or customs clearance of goods to be delivered by the contractor to the client are not included in the price and are therefore at the expense of the client.
- 6.2. The amounts shown in the offers of the contractor are based on the prices, exchange rates, wages, taxes and other factors relevant to the price level at the time of the offer. If, after the (order) confirmation, one or more of the aforementioned factors change, the contractor is entitled to adjust the agreed price accordingly. If a price increase is made pursuant to the present provision, and the increase amounts to more than 10% of the total agreed amount, the client has the right to terminate the agreement in writing within eight days after it has become or could have become aware of the price increase.

7. Payment

- 7.1. Payment must always be made within 30 days after the invoice date, except in the case of advance payment (see below). The client is not entitled to deduct any claim against the contractor from the amounts charged by the contractor.
- 7.2. The contractor always has the right to deliver or invoice delivered goods per partial delivery.
- 7.3. Payment can only take place by way of a deposit or transfer to a bank or giro account designated by the contractor. The contractor always has the right to demand security for payment or advance payment both before and after the conclusion of the agreement, with suspension of the execution of the agreement by the contractor, until the security has been provided and/or the prepayment has been received by the contractor. Payment of invoices relating to advance payment must take place within 7 days after the invoice date. If advance payment is refused, the contractor is authorized to dissolve the agreement and the client is liable for the resulting damage for the contractor.
- 7.4. The contractor is entitled to suspend the delivery of products that it has in its possession for the client in connection with the performance of the agreed work until all payments due by the client to the contractor have been paid in full.
- 7.5. If payment is not made on time, the client is legally in default without any notice being required. From that moment on, the Client will owe the Contractor interest on the outstanding amount of 2% per month.
- 7.6. In the event that no payment has yet been received after the expiry of a further payment term set by written reminder, the client will owe a penalty equal to 10% of the principal amount owed by the client to the contractor, including VAT, regardless of whether the contractor has had to incur extrajudicial collection costs and without prejudice to the right of the contractor to claim compensation.
- 7.7. Without prejudice to the other rights of the contractor under this article, the client is obliged to reimburse the contractor for the collection costs in accordance with the Graduated Extrajudicial Collection Costs (BIK).
- 7.8. The applicability of Article 6:92 of the Dutch Civil Code (BW) is excluded with regard to the penalty clause included in this article.

8. Warranty

- 8.1. If a warranty is provided by the contractor to the client with regard to the work or products it has delivered or to be supplied, it will expressly inform the client of this in writing. In the absence of such express written notification, the client cannot invoke any warranty, without prejudice to his legal rights arising from mandatory legal provisions.
- 8.2. If an appeal to the warranty of the client is justified, the contractor's liability will be limited to repair or replacement of the good, at the discretion of the client. If the contractor notifies the client that it will proceed to repair, the client will once again make the delivered products available to the contractor, at the contractor's expense and risk.

8.3. Any warranty obligations of the contractor will lapse if errors, defects or imperfections with regard to those items are the result of incorrect, careless or incompetent use or management (including maintenance) of the items delivered by the client or third parties engaged by the client, or if they are the result of external causes such as fire or water damage, or if the client or a third party has made changes or has had changes made to the goods delivered by the contractor without the consent of the contractor.

9. Complaints

9.1. Any complaints about a product delivered by the contractor must immediately be communicated by the client to the contractor in writing and with reasons. If 30 days after delivery of the products have passed, the client can no longer justify a complaint, except if the defect would not have been visible in a careful and timely check at the time of delivery. In that case the client must notify the contractor of the defect in writing and with reasons, within 14 days after the defect has become known or could have been known to the client, failing which the client can no longer rely on the existence of the defect.

9.2. Without prior written consent, the contractor is not obliged to accept returns from the client. Under no circumstances does the receipt of return shipments imply acknowledgment by the contractor of the reason given by the client for the return shipment. The risk with regard to returned products remains with the client until the products have been credited by the contractor.

9.3. If the client appeals on any agreed warranty, but that appeal subsequently proves to be unjustified, the contractor has the right to charge the client for the activities and costs of investigation and repair that resulted from that appeal, in accordance with its usual rates, with a minimum of € 100.00.

10. Retention of Title

10.1. All products to be delivered and delivered by the contractor remain the property of the contractor under all circumstances, if and as long as the client has not paid any claim of the contractor.

10.2. The client is obliged to keep the products delivered under retention of title with due care and as recognizable property of the contractor.

10.3. The client is not authorized to pledge, otherwise encumber or transfer all or part of the products delivered under retention of title, as long as the ownership thereof has not been transferred to it, to third parties, except insofar as this transfer takes place in the course of the usual business activities of the client.

10.4. If the client fails to fulfill its payment obligations towards the contractor or if the contractor has good reason to fear that the client will fail to meet those obligations, the contractor is entitled to take back the goods delivered under retention of title or to suspend delivery and demand further (covering) security in the form of a right of pledge on mortgage. The client will at all times grant the contractor free access to its sites and/or premises to inspect the goods and/or to exercise the rights of the contractor. After repossession, the client will be credited for the market value, which can in no case be higher than the original price that the client had agreed with the contractor, less the costs arising for the contractor from the repossession.

11. Dissolution and Termination

11.1. The client is deemed to be in default if it does not or not timely fulfill any obligation under the agreement.

11.2. In the event of default on the part of the client, the contractor is entitled, without any obligation to pay compensation, and without prejudice to its rights, to dissolve the agreement in whole or in part by means of a written notification to that effect to the client and/or to immediately claim the amount owed by the client to the contractor in full and/or to invoke the retention of title. The client is liable for all damage resulting from dissolution.

11.3. All invoiced amounts are then immediately due and payable. The contractor will never be obliged to pay any compensation due to this termination.

11.4. The contractor is authorized, without any obligation to pay compensation, to unilaterally terminate the agreement with immediate effect if a suspension of payments or bankruptcy of the client is applied for or all or part of its assets are seized or a request is submitted by the client to the court seeking to declare the debt rescheduling scheme applicable, or loses the power to dispose of its assets or parts thereof by placing a guardianship order or otherwise. Due to the termination, all invoices from both sides become immediately due and payable and the contractor is at all times entitled to charge the client for the work delivered, in proportion to the progress, by means of invoicing. The client must pay this invoice immediately, but in any case on the invoice date. The client is liable for the damage suffered by the contractor, including loss of profit and transport costs.

12. Force Majeure

12.1. The contractor is not liable if a shortcoming is the result of force majeure. During the period in which force majeure occurs, the obligations of the contractor are suspended. A delivery period is extended by the period during which the contractor is prevented from fulfilling its obligations due to force majeure. If the period in which fulfilment of the obligations by the contractor is not possible due to force majeure lasts longer than three months, both parties are authorized to dissolve the agreement without judicial intervention, except for the situation as stated in Article 12.3, without any obligation to pay compensation in this respect.

12.2. The term 'force majeure' as referred to in this article is in any case understood to mean unforeseen circumstances, also of an economic nature, which have arisen through no fault or action of the contractor, such as, among other things, serious malfunctions in the company, forced downsizing of production, strikes and lockouts, both at the contractor and at supply companies, war, hostilities, state of siege, mobilization, either in the Netherlands or in any other country where any branches of the contractor or supply companies are located, delays in the transport or delayed or incorrect delivery of goods or materials or parts by third parties, including the contractor's supply companies.

12.3. If the contractor has already partially fulfilled its obligations upon the commencement of force majeure, or can only partially fulfill its obligations, it is entitled to separately invoice the already delivered or the deliverable part and the client is obliged to pay this invoice as if it were a separate agreement.

13. Liability

13.1. The contractor's liability towards the client or third parties for damage, in whatever capacity and form, arising from any basis whatsoever, except in the event that this damage was caused intentionally or if it arises from conscious recklessness, is limited to the total amount of the price directly underlying that damage (excluding VAT), with a maximum of € 50,000 (cumulative; in its entirety), except in the event that the contractor is insured for this damage or liability and the insurer offers cover and has made payment, in which case the liability of the contractor towards the client and third parties in its entirety is limited to the amount actually paid out by the insurer to the contractor.

13.2. The Client indemnifies the Contractor against any claims in respect of third parties, except in the case of intent or willful recklessness on the part of the Contractor himself. This indemnification also includes any auxiliary persons and subordinates who are involved by the Contractor in a concluded or to be concluded agreement or the implementation thereof.

13.3. The contractor is never liable to the client or third parties for damage that is covered by an insurance policy taken out by the client.

14. Disputes and applicable law

14.1. All disputes that may arise between the parties, as a result of their agreement or of further agreements and other acts in connection with this agreement, such as, but not limited to, wrongful acts, undue payments and unfounded enrichments, will be settled by the court in Leeuwarden, except insofar as mandatory rules of competence would stand in the way of this choice.

14.2. If there is uncertainty about the explanation of one or more provisions of these General Terms and Conditions, the explanation of that provision (s) must take place "in the spirit" of these General Terms and Conditions.

14.3. Dutch law applies to an agreement concluded with the contractor. Foreign legislation and treaties, including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention), are excluded.