

General terms and conditions of delivery and payment of EcoDim B.V., hereinafter referred to as 'EcoDim', with registered office at Dr. Huber Noodtstraat 89, 7001 DV Doetinchem, The Netherlands, filed at the court registry of the Rechtbank Gelderland district court, Zutphen site, The Netherlands on April 3, 2020 under number 18/2020.

Article 1 General provisions

- 1.1 These general terms and conditions of delivery and payment apply to all quotations from and all agreements with EcoDim, irrespective of the type of agreement. EcoDim is solely bound to departures from these general terms and conditions in so far as they are agreed in writing.
- 1.2 On no account will the general terms and conditions of purchase or sale of current or future contractual parties of EcoDim apply to quotations from or agreements with EcoDim.
- 1.3 If all or part of one or more of these Articles of these general terms and conditions is/are annulled in whole or part or is/are null and void then the remaining Articles or parts thereof remain in force in full.
- 1.4 The headings stated above the Articles are solely intended for ease of reading and do not impose a more limited or more comprehensive meaning to Articles or to parts thereof.
- 1.5 EcoDim's contractual party accepts that employees of EcoDim or parties involved by EcoDim in the execution of any agreement can invoke the provisions of these general terms and conditions in respect of EcoDim's contractual party.
- 1.6 In the event of differences of interpretation between the Dutch and English version of these general terms and conditions, the version in the Dutch language is decisive when it comes to the meaning.

Article 2 Offer and agreement

- 2.1 Each offer from EcoDim is made subject to confirmation, unless EcoDim has declared in writing that the offer in question is not subject to confirmation. Any communication by EcoDim on its website regarding items for sale is considered to be an invitation to make an offer and is not binding on EcoDim.
- 2.2 Agreements with EcoDim can only be formed in the following ways:
 - a. the signing by EcoDim and its contractual party of a written agreement drawn up by EcoDim or;
 - b. complete acceptance by one of EcoDim's contractual parties of an offer made by EcoDim or;
 - c. a written recording by EcoDim of arrangements made with its contractual party or;
 - d. agreements formed in other ways that are customary at EcoDim.
- 2.3 If specifications, drawings, calculations, product descriptions, dimensions, technical details and other information form an integral part of an offer by or agreement with EcoDim then these are considered to be an approximate indication and EcoDim is not bound by them.
- 2.4 Verbal or other commitments made by employees of EcoDim are only binding on EcoDim in so far as these commitments are confirmed in writing on EcoDim's behalf by persons authorised to represent it.
- 2.5 A contractual party of EcoDim is responsible for all inaccuracies in specifications provided by or on behalf of EcoDim's contractual party with regard to products to be supplied.
- 2.6 If a contractual party of EcoDim partly accepts an offer made by EcoDim then no agreement is formed, unless EcoDim lets it be known that it wishes to be bound by the partially accepted offer.

Article 3 Prices

- 3.1 The prices quoted by EcoDim in an offer or an agreement are 'ex warehouse' and are exclusive of VAT, costs of insurance and packing and are also exclusive of levies imposed by the authorities and additional costs. Transportation costs in the case of deliveries to the address of EcoDim's contractual party in the Netherlands for agreements with a market value of the sold items of EUR 50.00 or higher excluding VAT are included in the price. Transportation costs for a delivery to an address either abroad or to an address elsewhere in the Netherlands that is not the address of EcoDim's contractual party are not included in the price.
- 3.2 If one or more of the factors that determined the cost price increases after an agreement has been formed then - irrespective of whether EcoDim could have foreseen this at the time the offer was made - EcoDim is entitled to increase the agreed price.

Article 4 Payment

- 4.1 EcoDim's contractual party undertakes to pay invoices from EcoDim no later than 30 days after the invoice date.
- 4.2 EcoDim is entitled at all times to require EcoDim's contractual party to pay in whole or part in advance. EcoDim is entitled to send partial invoices for partial deliveries. EcoDim is entitled to suspend delivery of purchased items until EcoDim's contractual party has paid in advance or until in EcoDim's opinion sufficient collateral for payment has been provided.
- 4.3 EcoDim's contractual party is not entitled to set off counterclaims against claims that EcoDim has on its contractual party. In addition, EcoDim's contractual party is not entitled to suspend payment obligations or other obligations for any reason.
- 4.4 If EcoDim's contractual party exceeds the deadline for payment as referred to in Article 4.1 then - without notice of default being required - EcoDim's contractual party owes EcoDim interest at an interest rate of 1% per month, with part of a month being considered to be a whole month.
- 4.5 Costs of judicial and extrajudicial collection are to be borne by EcoDim's contractual party. Extrajudicial costs equal 10% of the amount left unpaid, with a minimum of € 400.00 exclusive of VAT per invoice.
- 4.6 EcoDim is entitled to set off payments made by EcoDim's contractual party in the first instance against the costs, next against the interest owed and then against the oldest outstanding invoice.

Article 5 Delivery and risk transfer

- 5.1 Delivery periods agreed with EcoDim are indicative, are not binding on EcoDim and do not constitute a strict deadline. The delivery period never starts until EcoDim's contractual party has provided EcoDim with all technical and other information. An exceeding of the delivery period never entitles EcoDim's contractual party to compensation.
- 5.2 EcoDim's delivery period is extended by the duration of each delay on the part of EcoDim's contractual party in the fulfilment of the latter's obligations arising from any agreement entered into with EcoDim.
- 5.3 All deliveries (in the legal sense) by EcoDim take place ex warehouse, unless agreed otherwise in writing with EcoDim and irrespective of whether EcoDim is arranging the transportation.
- 5.4 The risk in respect of the items to be delivered is transferred from EcoDim to EcoDim's contractual party from the date and time of delivery onwards as referred to in Article 5.3. EcoDim's contractual party accepts that EcoDim is never liable for injury (incl. loss(es), harm and damage) done to supplied items from the date and time of delivery onwards, irrespective of whether the contractual party had taken delivery of the items on that date and time. EcoDim's contractual party accepts that EcoDim is never liable for injury done to supplied items or to persons that occurred during or as the result of the loading or unloading of items or for injury caused or arising at the site to where the items were delivered by or on behalf of EcoDim.
- 5.5 In addition to that stated in Article 5.4, it is true that if EcoDim's contractual party has asked EcoDim to deliver the items to a pick-up point or else has consented in writing to the items being delivered to any location or has otherwise authorised the delivery of items to a location other than that of the address of EcoDim's contractual party then on no account is EcoDim liable for injury done to the relevant items, for example through theft of or damage to or loss of some or all of the items.
- 5.6 If EcoDim's contractual party or the third party designated by EcoDim's contractual party is not present at the time the delivery is received or else fails to cooperate with the taking delivery of the items then EcoDim is entitled to deliver the items after all at a date/time - and under terms and conditions - to be determined by EcoDim subsequently. EcoDim's contractual party is obliged to reimburse EcoDim's costs in connection with the absence of EcoDim's contractual party or of a third party designated by the latter when the delivery was received, this including but not limited to storage costs and additional transportation costs.
- 5.7 EcoDim is at all times entitled to execute an agreement in partial deliveries.

Article 6 Obligation to check and complaints

- 6.1 EcoDim's contractual party is obliged to check the quantity and quality of the items when they are taken delivery of or received.
- 6.2 EcoDim's contractual party is obliged to submit any complaints in writing to EcoDim no later than 7 days after the date and time referred to in Article 6.1. Once the above deadline has elapsed, the right of EcoDim's contractual party to invoke any defect or error in the supplied items lapses, unless there is a guarantee as referred to in Article 9.
- 6.3 EcoDim's contractual party is not permitted to return to EcoDim items that are being complained about unless it has EcoDim's prior written consent for the returning. If EcoDim has consented to the return shipment then this does not mean that EcoDim agrees with the complaint. Each return shipment by EcoDim's contractual party is made at the expense and risk of EcoDim's contractual party.
- 6.4 A complaint does not entitle EcoDim's contractual party to suspend its payment obligations or other obligations in respect of EcoDim.

Article 7 Retention of title

- 7.1 EcoDim retains ownership of all items to be delivered and already delivered until such time as EcoDim's contractual party has paid the full price under any agreement. The retention of title encompasses both the principal sum and claims for compensation and interest.
- 7.2 In the case of any shortcoming on the part of EcoDim's contractual party in the fulfilment of an obligation in respect of EcoDim under any agreement then EcoDim is entitled - without notice of default being required - to pick up those items or have them picked up that are still the property of EcoDim wherever they are located. EcoDim's contractual party accepts that he is liable for all costs that EcoDim incurs in order to be able to exercise the retention of title, this including but not limited to transportation costs and the costs of storage and destruction.
- 7.3 As long as ownership of items sold by EcoDim has not passed to EcoDim's contractual party, this contractual party undertakes in respect of EcoDim to store the items separately and carefully.
- 7.4 EcoDim's contractual party irrevocably authorises EcoDim to enter all plots of land and premises owned or used by the contractual party in order to exercise the rights associated with the retention of title.
- 7.5 If items that are the property of EcoDim are seized then EcoDim's contractual party undertakes to inform EcoDim of this immediately and to inform the seizer in writing that the seized items are owned by EcoDim.

Article 8 Force majeure

- 8.1 The definition of force majeure ('overmacht') within the meaning of Article 6:75 ff. of the BW (Dutch Civil Code) includes the lack of - or delays in - deliveries to EcoDim, irrespective of the cause, failures in the power supply or in means of communication or in hardware and/or software, business interruptions at EcoDim, strikes at EcoDim or at its suppliers or carriers, disruptions including traffic build-up, government measures, fire, water damage, pandemics and their consequences, illness of persons involved in the execution of an agreement, damage to property of EcoDim, import and export restrictions and theft.
- 8.2 During the force majeure, EcoDim is entitled to suspend the execution of an obligation from an agreement.
- 8.3 If - after the ending of a temporary hindrance within the meaning of the law and as referred to in Article 8.1 - further fulfilment of an agreement would impose an unreasonably heavy burden on EcoDim, this to be determined by EcoDim, then EcoDim is entitled to terminate an agreement in whole or part without EcoDim's contractual party being entitled to claim compensation.

Article 9 Guarantee

- 9.1 EcoDim is solely responsible for the soundness of supplied items when the EcoDim's contractual party has used them in the normal way and in accordance with the item's terms and conditions (T&C) of use and other T&C. Items supplied by EcoDim that exhibit defects can - at EcoDim's option - be replaced or rectified free of charge but this solely if EcoDim's contractual party demonstrates that these defects arose no later than 24 months after delivery and are the direct result of errors or defects in the materials used. EcoDim is not responsible for the specific use of the supplied items intended by EcoDim's contractual party or third parties.
- 9.2 In so far as EcoDim's contractual party or any third party/ies perform(s) or arrange(s) the performance of any repair or change to the supplied items and/or treat(s) or process(es) the supplied items during the period of 24 months stated in Article 9.1 then on no account is EcoDim obliged to grant or uphold any guarantee.
- 9.3 Warranty coverage by EcoDim only applies in respect of EcoDim's contractual party, not in respect of third parties.
- 9.4 Irrespective of that set out in these general terms and conditions in respect of guarantees, EcoDim's guarantee commitment never extends beyond the guarantee that EcoDim receives from its supplier.

Article 10 Liability and indemnification

- 10.1 On no account is EcoDim liable for injury already (or to be) suffered by a contractual party of EcoDim or by a third party, unless this injury is the direct and sole consequence of wilful misconduct or gross negligence on the part of either EcoDim or a third party brought in by EcoDim for the execution of any agreement.
- 10.2 In so far as EcoDim is liable, EcoDim's liability is at all times limited to fulfilment of the guarantee that EcoDim is bound by in respect of EcoDim's contractual party.
- 10.3 For a further restriction of liability and the obligation to reimburse for injury done, EcoDim's contractual party accepts that the only injury eligible for compensation is that for which EcoDim is insured and this solely in so far as EcoDim's insurer pays out for this injury. If EcoDim's insurer fails to pay out then on no account is EcoDim obliged to pay a compensation amount that exceeds the monetary amount of the item(s) delivered to which the liability applies.
- 10.4 Without prejudice to the relevant provisions set out in Articles 10.1, 10.2 and 10.3, EcoDim's contractual party accepts that on no account will compensation be paid for indirect loss suffered by the contractual party or by third parties, this including but not limited to trading losses, replacement loss, consequential loss, bodily injury, loss of income, injury caused by third parties brought in by EcoDim and injury caused by the supplied items being used other than for their designated purpose or injury caused by operational failure or business interruptions.
- 10.5 EcoDim's contractual party is obliged to insure itself sufficiently against injury in the broadest sense of the term that is suffered as the result of or in relation to items supplied by EcoDim.
- 10.6 EcoDim's contractual party is obliged to indemnify EcoDim against third-party liability that relates to items supplied by EcoDim to EcoDim's contractual party.
- 10.7 On penalty of lapsing, any legal actions must be instituted against EcoDim with the competent court no later than one year after a timely claiming.
- 10.8 EcoDim's contractual party accepts that Articles 10.1 to 10.7 inclusive likewise apply if EcoDim provides any item free of charge to EcoDim's contractual party or loans it for use to EcoDim's contractual party or gives it to the latter for safekeeping.
- 10.9 If EcoDim's contractual party fails to return in time (or at all) the items loaned to it for use or given to it for safekeeping or else returns them in a fully or partially damaged state then EcoDim's contractual party is obliged to compensate EcoDim at the latter's initial request for all resulting injury suffered by the latter, this without prejudice to EcoDim's other rights.

Article 11 Applicable law and competent court

- 11.1 All offers from or agreements with EcoDim and all disputes arising from them are solely governed by Dutch law, this to the exclusion of the laws of other states and to the exclusion of the Vienna Sales Convention.
- 11.2 Disputes with EcoDim will at all times be submitted to the competent court of the Rechtbank Gelderland district court, Zutphen site, The Netherlands. If a dispute comes under the competence of the subdistrict court by virtue of a mandatory statutory provision then contrary to the above provisions the competent court is the one that is competent by virtue of the Dutch Code of Civil Procedure.