



2023

Efficiency Unit Rotating BV



GENERAL TERMS AND CONDITIONS



Signature of receipt

Article 1. Definitions

In these general terms and conditions, the following terms are used with their respective meanings, unless indicated otherwise:

1. **Contractor:** Efficiency Unit Rotating BV in Terneuzen, the Netherlands.
2. **Client:** Other party to the contract with the contractor.
3. **Contract:** The work to be determined in mutual consultation between the client and the contractor that must be executed by the contractor and the conditions under which this must take place.

Article 2. General

1. These general terms and conditions apply to every offer, quotation, order and agreement between Efficiency Unit Rotating BV (hereinafter referred to as: the contractor) and a client to which the contractor has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.
2. The present terms and conditions also apply to agreements with the contractor, for the execution of which the contractor must involve third parties.
3. The applicability of any purchasing conditions or other conditions of the client is expressly rejected.
4. If one or more of the provisions in these general terms and conditions should at any time be wholly or partially null and void or annulled, the other provisions of these general terms and conditions shall remain fully applicable. The contractor and the client will then consult to agree on new provisions to replace the null and void or annulled provisions, taking into account as much as possible the objective and purport of the original provisions.
5. If there is any uncertainty concerning the interpretation of one or more provisions of these general terms and conditions, the explanation must be given 'in the spirit' of these provisions.
6. If a situation arises between the parties that has not been regulated in these general terms and conditions, this situation should be assessed according to the spirit of these general terms and conditions.
7. If the contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the contractor would lose the right to demand strict compliance with the provisions of these conditions in other cases.

Article 3. Quotations and offers

1. Quotations of the contractor are based on the information provided by the client. The client warrants that, to the best of his knowledge, he has provided all the information essential for the planning, execution and completion of the order.
2. All quotations and offers of the contractor shall be free of obligation and shall be valid for fourteen days, unless the quotation states a period for acceptance. If no acceptance period is set, no rights whatsoever may be derived from the offer or quotation if the order to which the offer or quotation relates is no longer available in the meantime.
3. The client must accept the offer within fourteen days of the quotation date in writing or electronically by e-mail.
4. Contractor cannot be bound by its offers or quotations if client can reasonably understand that the offers or quotations, or any part thereof, contain an obvious mistake or clerical error.
5. The prices mentioned in a quotation or offer are exclusive of VAT and other government levies, and any costs to be incurred in connection with the agreement, including costs regarding travel and accommodation, shipping and administration, overtime work, Saturdays and Sundays, and public holidays, unless indicated otherwise.
6. If the acceptance (whether or not on subordinate points) deviates from the offer included in the quotation or offer, the contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the contractor indicates otherwise.
7. A compound quotation shall not oblige the contractor to perform part of the order at a corresponding part of the quoted price.
8. Offers or quotations do not automatically apply to future orders.

Article 4. Rates

1. If the parties have not agreed otherwise in writing, the contractor shall set his rate according to his hourly rate.
2. The rates of the contractor include prices exclusive of VAT and other government levies, and any costs to be incurred in connection with the agreement, including costs regarding travel and accommodation, shipping

and administration, overtime work, Saturdays and Sundays, and public holidays, unless indicated otherwise.

3. The rates referred to in paragraph 2 of this article will be stated by the contractor in the offer and/or invoice. Amounts are exclusive of VAT.
4. If the contractor and the client agree on an hourly rate, the contractor may nevertheless increase this rate. The contractor shall inform the client of his plans to increase the rate, including the amount and the effective date. The client may cancel the order in the event of an annual increase of more than 10%.
5. If the client does not agree to the increase planned by the contractor, the client may cancel the order in writing or by e-mail within two weeks of the notification thereof, from the effective date of the increase as stated in the notification of the contractor.
6. All rates, additional costs or increases will take place by means of an invoice which will be sent to the client by the contractor.

Article 5. Payment and collection costs

1. Payment must always be made within 30 days of the invoice date, in a way to be indicated by the contractor and in the currency in which the invoice was made, unless indicated otherwise by the contractor in writing. The contractor is entitled to invoice periodically.
2. If client fails to pay an invoice on time, client shall be in default by rights. client shall then owe an interest of 8%, unless the statutory interest rate is higher, in which case the statutory interest rate shall be payable. The interest on the amount due shall be calculated from the time the client is in default until the moment of payment of the full amount due. If payment is not made for more than one month, the contractor may suspend execution of the order until payment has been made.
3. The costs of a reminder, demand and/or summons shall each time amount to € 100.00 and shall be for the account of the client. The interest as referred to in the previous paragraph shall also be due on this amount.
4. Contractor shall be entitled to have the payments made by the client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal amount and the current interest. The contractor may, without thereby going into default, refuse an offer of payment, if the client indicates a different sequence for the allocation of the payment. Contractor may refuse full redemption of the principal amount, if this does not include the interest due and accrued and the collection costs.
5. The client is never entitled to set off the amount he owes to the contractor. Objections to the amount of an invoice will not suspend the payment obligation. The client who is not entitled to invoke Article 6.5.3 (Section 231 to 247 of Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
6. If the client is in default of the (timely) fulfilment of its obligations, all reasonable costs incurred in order to be able to make a claim, both judicial and extrajudicial, shall be borne by the client.
7. However, if the contractor has incurred higher costs for collection that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the client. The client will also owe statutory interest on the collection costs owed.

Article 6. Contract period; completion date, transfer of risk, execution and alterations agreement; price increase

1. The agreement between the contractor and the client is contracted for an indefinite period time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
2. If a period has been agreed or specified for the execution of certain activities, this shall never be a deadline. If a period is exceeded, the client should therefore give the contractor written notice of default. The contractor must be given a reasonable period in which to comply with the agreement after all.
3. Contractor will comply with the Agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. The above is based on the current state of knowledge.
4. Contractor shall be entitled to have work done by third parties. He does so in consultation with the client and will do his utmost to achieve the agreed obligations and quality. The applicability of Sections 7:404, 7:407 subsection 2 and 7:409 subsection 2 of the Dutch Civil Code is explicitly excluded.

5. The Contractor accepts no liability for the work performed by third parties, insofar as these have themselves entered into an agreement with the Client.

6. If, as part of the order, work is executed by the contractor or by third parties engaged by the client at the client's premises or at a location designated by the client, the client shall provide the facilities reasonably required by those employees free of charge.

7. Contractor is entitled to execute the agreement in several phases and to invoice the part thus executed separately.

8. If the agreement is performed in phases, the contractor may suspend the execution of those parts that belong to a subsequent phase until the client has approved in writing the results of the preceding phase.

9. The client shall provide the contractor in good time with all documents, information and contacts necessary for the proper execution of the order. The client shall ensure that all information, which the contractor indicates to be necessary or which the client should reasonably understand to be necessary for the execution of the agreement, shall be provided to the contractor in good time. If the information required for the execution of the Agreement has not been provided to the contractor in good time, the contractor shall be entitled to suspend the execution of the Agreement and/or to charge the client for the additional costs arising from the delay in accordance with the usual rates. The completion period will not commence before the client has made the information available to the contractor.

10. The contractor is not liable for damage, in any shape, due to the fact that the contractor has relied on incorrect and/or incomplete information provided by the client.

11. If, during the execution of the agreement, it appears that for a proper execution it is necessary to alter or supplement it, the parties will proceed to alter the agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the client, of the competent authorities et cetera, is altered and the agreement is thereby qualitatively and/or quantitatively changed, this may have consequences for what was originally agreed. As a result, the originally agreed price may also be increased or decreased. By altering the agreement, the originally specified date of completion may also be changed. The client accepts the possibility of altering the agreement, including the change in price and completion date.

12. The client accepts that the time planning of the order may be affected if the parties decide in the meantime to alter the approach, method or scope of the order and the work resulting from it. If the client makes interim alterations to the execution of the order, the contractor shall make the necessary adjustments on the client's instructions. If this leads to additional work, it will be charged to the client as an additional order. The contractor is entitled to charge the client for the additional costs as a result of altering the order. The contractor shall charge additional costs if the alter or supplement to the order is the result of circumstances that can be attributed to the contractor.

13. If the Agreement is altered, including supplements, the contractor is entitled to first implement the alteration after it has been approved by the contractor's competent person and the client has agreed to the price and other conditions stipulated for its implementation, including the time at which it will be implemented. The failure to execute the altered agreement, or failure to execute it immediately, does not lead to a breach of contract on the part of the contractor and does not give the client any grounds for dissolving the agreement.

14. Without being in default, the contractor may refuse a request to alter the agreement if this could have qualitative and/or quantitative consequences, for example for the work to be executed within the framework.

15. If the client should fail in the proper fulfilment of his obligations towards the contractor, the client shall be liable for all losses suffered by the contractor directly or indirectly as a result.

16. If the contractor and the client agree on a fixed fee or fixed price, the contractor will nevertheless be entitled to increase this fee or price at any time without the client being entitled to dissolve the Agreement for that reason if the increase in the price is the result of a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages etc. or on other grounds which could not reasonably have been foreseen at the time the Agreement was concluded.

17. If the price increase, other than as a result of an alteration to the agreement, is more than 10% and occurs within three months of the conclusion of the agreement, only the client who is entitled to invoke Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to dissolve the agreement by means of a written statement, unless the contractor:
- is then still prepared to execute the Agreement based on the original agreement;

- if the price increase arises from a power or an obligation resting on the contractor by virtue of the law;

- if it has been stipulated that the work will take place more than three months after the agreement was concluded.

18. The order is financially completed when the invoice is approved and paid by the client. The client must notify this within fourteen days of the invoice date, either in writing or by e-mail. If the client does not respond within this period, it may be assumed that the settlement has been approved.

Article 7. Suspension, dissolution and interim termination of the agreement

1. The contractor shall be entitled to suspend execution of its obligations or to dissolve the agreement if the client fails to fulfil its obligations under the agreement or fails to do so in full or in time, or if circumstances come to the contractor's knowledge after the agreement has been concluded which give it good reason to fear that the client will not fulfil its obligations, if, when the agreement was concluded, the client was asked to provide certainty for the fulfilment of his obligations under the agreement and this certainty is not provided or is insufficient or if, because of a delay on the part of the client, the contractor can no longer be required to fulfil the agreement under the terms originally agreed.

2. Furthermore, the contractor shall be entitled to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement cannot reasonably be required of the contractor.

3. Premature termination of the agreement on the part of the client must be notified to the contractor in writing, stating the reasons.

4. If the Agreement is dissolved, the contractor's claims against the client become immediately due and payable. If the contractor suspends fulfilment of the obligations, the contractor shall retain the claims under the law and the agreement.

5. If the contractor proceeds with suspension or dissolution, the contractor is in no way whatsoever obliged to compensate for damage and costs caused by this in any way whatsoever.

6. If the dissolution is attributable to the client, the contractor shall be entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result.

7. If the client does not fulfil his obligations under the agreement and this non-fulfilment justifies dissolution, the contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the client, by virtue of default, is obliged to pay compensation or indemnification.

8. If the agreement is terminated prematurely by the contractor, the contractor, in consultation with the client, will ensure the transfer of work still to be executed to third parties - unless the termination is attributable to the client. If the transfer of the work results in extra costs for the contractor, these will be charged to the client. The Client is obliged to pay these costs within the period specified for this purpose, unless the contractor indicates otherwise.

9. In the event of liquidation, for (petition for) suspension of payment or bankruptcy, or attachment - if and to the extent that the attachment has not been lifted within three months - at the expense of the client, debt repayment or another circumstance as a result of which the client can no longer freely dispose of his assets, the contractor will be free to terminate the agreement at once and with immediate effect or to dissolve the order or agreement, without any obligation on its part to pay any compensation or indemnification. In that case, the contractor's claims against the client will be immediately due and payable.

10. If the client dissolves a placed order entirely or partially, the work done and the working time reserved for the execution of the agreement or any other costs as mentioned in article 3 will be charged to the client in full.

Article 8. Force majeure

1. The contractor shall not be obliged to fulfil any obligation towards the client if the contractor is impeded from doing so due to a circumstance that is not attributable to fault, and for which he cannot be held accountable by virtue of the law, a juristic act or generally accepted practice.

2. In these general terms and conditions, force majeure shall be understood, in addition to its definition in law and in case law, to mean all external causes, foreseen or unforeseen, over which the contractor cannot exercise any control, but which prevent the contractor from fulfilling its obligations. This includes strikes at the company of the contractor or third parties. Illness and/or incapacity for employment are also included in this.

3. The contractor shall also be entitled to invoke force majeure if the circumstance preventing (further) fulfilment of the agreement occurs after the contractor should have fulfilled its obligation.
4. The contractor may suspend its obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement without any obligation to pay damages of the other party.
5. Insofar as the contractor has already partially fulfilled his obligations under the agreement at the time when the force majeure occurs, or will be able to fulfil them, and insofar as independent value can be attributed to the part fulfilled or to be fulfilled respectively, the contractor will be entitled to invoice the part fulfilled or to be fulfilled respectively. The client will be obliged to pay this invoice as if it were a separate agreement.

Article 9. Retention of title

1. The goods delivered by the contractor as part of the agreement will remain the contractor's property until the client has properly fulfilled all obligations arising from the agreement(s) concluded with the contractor.
2. If the contractor has made items available to the client during the execution of the order, the client must return the delivered items to the contractor within fourteen days in their original state, free of defects and complete. If the client fails to fulfil this obligation, all costs arising therefrom shall be at the client's expense.
3. The risk of loss of, or damage to, items pertaining to the order shall pass to the client as soon as they are legally and/or actually delivered to the client.
4. If, after receiving a reminder, the client still remains in default, the contractor may recover the resulting damage and costs, including replacement costs, from the client.
5. The items delivered by the contractor that are subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The client is not authorised to pledge or encumber in any way the items covered by the retention of title.
6. The client must always do everything that may reasonably be expected to safeguard the contractor's property rights. If third parties seize the items delivered, subject to retention of title, or wish to establish or assert rights thereon, the client will be obliged to inform the contractor thereof immediately. The client further undertakes to insure and keep insured all items supplied, subject to retention of title, against fire, explosion and water damage and against theft, and to allow the contractor to inspect the insurance policy at his first request. If the insurance is paid out, the contractor will be entitled to that money. If necessary, the client undertakes vis-à-vis the contractor in advance to cooperate in everything that may be necessary or desirable within the framework.
7. In the event that the contractor wishes to exercise its property rights as indicated in this article, the client gives unconditional and irrevocable permission in advance to the contractor, and any third parties designated by the contractor, to enter all those places where the property of the contractor is located, and to take these back.

Article 10. Liability

1. Should the contractor be liable, then such liability shall be limited to the provisions of this article.
2. For accepted orders, the contractor has a best efforts obligation. The contractor is never liable for unachieved results, but is only liable for shortcomings in the execution of the order that are the result of carelessness and incompetence in giving advice and executing orders.
3. The contractor is not liable for damages of any kind arising because the contractor relied on incorrect and/or incomplete information provided by or on behalf of the client.
4. If the contractor is liable for any damage, the contractor's liability shall be limited to a maximum of the amount of the invoice, or at least to that part of the order to which the liability pertains.
5. In the case of an order with a duration of more than two months, the liability is further limited to the invoice amount owed for the last month.
6. The liability of the contractor shall in any case be limited to the amount paid out by the contractor's insurer when the occasion arises.
7. The contractor is only liable for direct damage.
8. Direct loss shall be understood to mean only the reasonable costs of establishing the cause and scope of the loss, in so far as that establishment relates to loss within the meaning of these general terms and conditions, any reasonable costs incurred to have the contractor's defective performance conform to the agreement, in so far as they can be attributed to the contractor, and reasonable costs incurred to prevent or limit the loss, in so far as the client demonstrates that those costs led to a

limitation of the direct loss as referred to in these general terms and conditions. The contractor shall never be liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business stagnation.

Article 11. Warranty

1. The client indemnifies the contractor against any claims from third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to parties other than the contractor. If the contractor is held liable by third parties for this reason, the client will be obliged to assist the contractor both extra-judicially and judicially and to immediately do everything that may be expected of the client in that case. Should the client fail to take adequate measures, the contractor will be entitled to do so itself, without notice of default. All costs and damages incurred by the contractor and third parties as a result will be borne in full by the client.
2. Complaints about the work performed must be reported to the contractor in writing or by e-mail within two weeks of the invoice date and no later than one week after completion of the work at hand. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that the contractor can respond adequately.
3. If a complaint is justified, the contractor will execute the work as agreed, unless this has become demonstrably pointless. The client must indicate this in writing or by e-mail.
4. If it is no longer possible or worthwhile to execute the agreed work, the contractor is liable within the limits laid down in Article 10.

Article 12. Intellectual property

1. The contractor reserves the rights and powers vested in it pursuant to the Dutch Copyright Act (Auteurswet) and other intellectual laws and regulations. The contractor shall be entitled to use the knowledge acquired by it in executing an agreement for other purposes as well, to the extent that no strictly confidential information of the client is disclosed to third parties in the process.

Article 13. Professionals

1. During the order and for one year after completion of the order, the client may not offer paid work (whether or not based on an employment contract) to professionals who have been involved in the performance of the order on behalf of or from the contractor. Breach of this rule is punishable by a fine of €100,000.00, in words, one hundred thousand.

Article 14. Applicable law and disputes

1. All legal relationships to which the contractor is a party are exclusively governed by Dutch law, even if an obligation is wholly or partially fulfilled abroad or if the party involved in the legal relationship is domiciled there.
2. The court in the place of business of the contractor has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. The contractor will nevertheless be entitled to submit the dispute to the legally competent court as applicable at the time the legal relationship with the contractor was established.
3. The Dutch text of the general terms and conditions shall always be decisive for the interpretation thereof.

Article 15. Location and alteration of general terms and conditions

1. These conditions are filed with the Dutch Chamber of Commerce under Chamber of Commerce number **B73195944** where the contractor is registered.
2. The most recently filed version shall always apply.
3. Parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.



Signature of receipt